#### IN THE SUPREME COURT OF THE STATE OF NEVADA 1 2 3 INTERNATIONAL ACADEMY OF STYLE, Case Not 05 2021 41:17 p.m. 4 Petitioner, 5 Elizabeth A. Brown Clerk of Supreme Court 6 VS. 7 DIVISION OF INDUSTRIAL RELATIONS, and the NEVADA DEPARTMENT OF 8 ADMINISTRATION, APPEALSOFFICER 9 SHEILA MOORE, 10 Respondents. 11 12 JOINT APPENDIX, VOLUME IX OF XI 13 14 15 JASON D. GUINASSO, ESQ. CHIRSTOPHER A. ECCLES, ESQ. 16 Nevada Bar No. 8478 Nevada Bar No. 9798 ALEX R. VELTO, ESQ. JENNIFER J. LEONESCU 17 Nevada Bar No.14961 Nevada Bar No. 6036, ESQ. 18 Hutchison & Steffen, PLLC State of Nevada Division of 5371 Kietzke Lane **Industrial Relations** 19 Reno, NV 89511 3360 W. Sahara Ave., Ste. 250 20 Tel.: 775-853-8746 Tel: 702-486-9073 21 Fax: 775-201-9611 ceccles@dir.nv.gov iguinasso@hutchlegal.com ileonescu@dir.nv.gov 22 avelto@hutchlegal.com 23 Attorneys for International Academy Attorneys for Respondent of Style Division of Industrial Relations 24 25 26 27

## JOINT APPENDIX INDEX (Chronological)

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3	Document Name	Date Filed	Bates	Vol. No.
5	Petition for Judicial Review	03/06/20	JA0001- JA0010	I
6	Exhibit 1 to Petition for Judicial Review – Decision and Order before the Appeals Officer under Appeal No.'s 1702537-SYm & 1702545-SYM dated February 20, 2020	3/6/2020	JA0011- JA0024	I
7 8	Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No.	03/06/20	JA0025- JA0052	II
9 10 11	Exhibit 1 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 -International Academy of Style's Documentary Exhibit 1 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0053- JA0072	II
12 13 14	Exhibit 2 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit 2 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0073- JA0225	II
15 16 17	Exhibit 3 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit 3 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0226- JA0316	III
18 19 20 21	Exhibit 4 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 4 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0317- JA0406	III
22	Exhibit 5 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District	3/6/2020	JA0407- JA0430	III
23	Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 5 Before the Appeals Officer			
24	under Appeal No. 1702537-SYM dated June 28, 2017			
26				
27				
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1	Exhibit 6 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District	3/6/2020	JA0431- JA0660	IV
2	Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 6 Before the Appeals Officer			
3	under Appeal No. 1702537-SYM dated June 28, 2017			
4	Exhibit 7 to Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District	3/6/2020	JA0661- JA0667	V
5	Court Case No. CV20-00445 - International Academy of Style's Documentary Exhibit 7 Before the Appeals Officer			
	under Appeal No. 1702537-SYM dated June 28, 2017 Minutes [Court finds Plaintiff's Application for Stay of	3/10/2020	JA0668	V
7	Appeal Officer's February 20, 2020 is deemed moot. Plaintiff	3/10/2020	JA0008	<b>'</b>
8	must keep worker's compensation coverage active pending			
9	resolution of this case] filed under District Court Case No. CV20-00445			
10	Original Record on Appeal in Accordance with the Nevada	04/22/20	JA0669-	V
11	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445		JA0675	
	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0676-	VI
12	Administrative Procedure Act (Chapter 233B of NRS) filed		JA0688	
13	under District Court Case No. CV20-00445- Decision and			
14	Order, Appeals Officer Sheila Y. Moore dated 2/20/2020 under Appeal No.'s 1702537-SYM and 1702545-SYM			
15	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2020	JA0689- JA0704	VI
16	under District Court Case No. CV20-00445 – Reply in			
17	Support of Closing Argument submitted on behalf of			
	Employer/Petitioner dated 8/9/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM			
18	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0705-	VI
19	Administrative Procedure Act (Chapter 233B of NRS) filed		JA0711	
20	under District Court Case No. CV20-00445 – DIR Closing			
	Argument on behalf of DIR/Respondent dated 8/1/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM			
21	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0712-	VI
22	Administrative Procedure Act (Chapter 233B of NRS) filed		JA0738	
23	under District Court Case No. CV20-00445 – Closing Argument submitted on behalf of Employer/Petitioner dated			
24	12/31/18 under Appeal No.'s 1702537-SYM and 1702545-			
	SYM			
25	Original Record on Appeal in Accordance with the Nevada	4/22/2020	JA0739-	VI
26	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Transcript of</i>		JA0795	
27	Proceedings from Appeal Hearing dated November 8, 2018 filed 11/28/2018			
28	Jucu 11/20/2010		<u> </u>	<u> </u>

Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit # 1 under Case No. 1706718	4/22/2020	JA0796- JA0809	VI
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #2 dated 6/28/2017</i>	4/22/2020	JA0810- JA0961	VI,VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #3 dated 6/28/2017</i>	4/22/2020	JA0962- JA1051	VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #4 dated 6/28/2017</i>	4/22/2020	JA1052- JA1140	VII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #5 dated 6/28/2017</i>	4/22/2020	JA1141- JA1164	VII,VIII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – International Academy of Style's Documentary Exhibit #6 dated 6/28/2017	4/22/2020	JA1165- JA1394	VIII
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>International Academy of Style's Documentary Exhibit #7 dated 6/28/2017</i>	4/22/2020	JA1395- JA1400	IX
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #8 dated 6/27/2017	4/22/2020	JA1401- JA1556	IX
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #9 dated 6/27/2017	4/22/2020	JA1557- JA1643	IX, X
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Supplemental Evidence Packet for the Division of Industrial Relations (DIR) Exhibit #10 dated 11/8/2018	4/22/2020	JA1644- JA1649	X

1 2 3	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore filed 1/17/2020	4/22/2020	JA1650- JA1651	X
4 5	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 7/3/2019	4/22/2020	JA1652- JA1653	X
6	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1654-	X
7 8	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals Officer Moore, Filed 6/27/2019</i>		JA1655	
9	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1656-	X
10	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 11/13/2018		JA1657	
11	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1658-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 9/18/2018		JA1659	
14	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1660-	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, Filed 8/17/2018		JA1661	
16	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1662-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 8/15/2018</i>		JA1663	
18	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1664-	X
19 20	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - Order, Appeals Officer Moore, Filed 6/26/2018		JA1665	
21	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1666-	X
22	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals</i>		JA1667	
23	Officer Moore, Filed 5/24/2018 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1668-	X
24	Administrative Procedure Act (Chapter 233B of NRS) filed	1, 22, 2019	JA1669	11
25	under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 2/23/2018</i>			
26	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1670- JA1671	X
27	under District Court Case No. CV20-00445 - Order, Appeals			
28	Officer Moore, Filed 12/22/2017			

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1672- JA1673	X
2	under District Court Case No. CV20-00445 - <i>Order, Appeals Officer Moore, Filed 12/08/2017</i>			
3	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1674-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 - <i>Order, Appeals</i>		JA1675	
5	Officer Moore, Filed 9/7/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1676-	X
6	Administrative Procedure Act (Chapter 233B of NRS) filed	1,22,2019	JA1677	11
7	under District Court Case No. CV20-00445 - Order, Appeals Officer Moore, Filed 7/18/2017			
8	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1678-	X
9	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1681	
9	under District Court Case No. CV20-00445 – <i>International</i>			
10	Academy of Style's Motion for Continuance and Resetting			
11	dated 7/14/2017 Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1682-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed	1, 22, 2019	JA1684	11
	under District Court Case No. CV20-00445 – <i>Pre-Hearing</i> Statement of the Division of Industrial Relations (DIR) dated			
13	6/30/2017			
14	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1685-	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1686	
16	under District Court Case No. CV20-00445 – <i>Notice of Appearance filed 6/27/2017</i>			
10	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1687-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed	1,22,2019	JA1690	11
18	under District Court Case No. CV20-00445 – <i>Pre-Hearing</i>			
	Statement submitted on behalf of International Academy of			
19	Style filed on 6/28/2017	4/22/2019	IA 1601	v
20	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/22/2019	JA1691- JA1692	X
21	under District Court Case No. CV20-00445 – Order, Appeals		0111072	
	Officer Moore, filed 5/4/2017			
22	Original Record on Appeal in Accordance with the Nevada	4/22/2019	JA1693-	X
23	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1696	
24	under District Court Case No. CV20-00445 – Motion for Continuance submitted on behalf of International Academy of			
	Style filed on 5/3/2017			
25	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1697-	X
26	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1698	
	under District Court Case No. CV20-00445 – Order, Appeals			
27	Officer Moore, filed 4/20/2017			

1	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1699- JA1702	X
2	under District Court Case No. CV20-00445 – Motion for Continuance submitted on behalf of International Academy of			
3	Style filed on 4/19/2017			
4	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1703- JA1704	X
5	under District Court Case No. CV20-00445 – Notice of Appeal and Order to Appear filed on March 23, 2017			
6	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1705	X
7	Administrative Procedure Act (Chapter 233B of NRS) filed			
8	under District Court Case No. CV20-00445 – Request for Hearing Before the Appeals Officer filed on 3/20/2017			
	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1706	X
9	Administrative Procedure Act (Chapter 233B of NRS) filed			
10	under District Court Case No. CV20-00445 – Certificate of Mailing dated 3/20/2017			
11	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1707-	X
12	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Letter of</i>		JA1708	
13	Determination dated 3/14/2017	4/20/2010	14.1700	V
14	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1709- JA1710	X
15	under District Court Case No. CV20-00445 – Order, Appeals Officer Moore, filed 7/18/2017			
16	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1711-	X
17	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Motion for</i>		JA1714	
18	Continuance and Resetting submitted on behalf of Employer/Petitioner			
19	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1715-	X
20	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Pre-Hearing</i>		JA1717	
21	Statement of the Division of Industrial Relations filed 6/30/2017			
22	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1718-	X
23	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Notice of</i>		JA1719	
24	Appearance filed 6/27/2017	4/20/2010	TA 1700	V
25	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1720- JA1723	X
26	under District Court Case No. CV20-00445 – <i>International Academy of Style's Pre-Hearing Statement</i>			
27	Treatenty of Style STre freating Statement			

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1	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1724-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals</i>		JA1725	
2	Officer Moore, filed on 5/4/2017			
3	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1726-	X
4	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Motion for</i>		JA1729	
5	Continuance and Resetting Hearing submitted on behalf of International Academy of Style filed on 5/2/2017			
6	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1730-	X
7	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – <i>Order, Appeals</i>		JA1731	
8	Officer Moore, filed on 4/20/2017			
9	Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed	4/20/2019	JA1730- JA1735	X
10	under District Court Case No. CV20-00445 – Motion for			
11	Continuance and Resetting submitted on behalf of International Academy of Style filed on 4/19/2017			
12	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1736-	X
	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1737	
13	under District Court Case No. CV20-00445 – <i>Notice of</i>			
14	Appeal and Order to Appear filed on 3/23/2017 Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1738	X
15	Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – Request for	4/20/2019	3711730	71
16	Hearing Before the Appeals Officer filed on 3/20/2017			
17	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1739	X
1 /	Administrative Procedure Act (Chapter 233B of NRS) filed			
18	under District Court Case No. CV20-00445 – Certificate of Mailing filed March 23, 2017			
19	Original Record on Appeal in Accordance with the Nevada	4/20/2019	JA1740-	X
20	Administrative Procedure Act (Chapter 233B of NRS) filed		JA1741	
	under District Court Case No. CV20-00445 – <i>Letter of Determination dated 3/14/2017</i>			
21	Transmittal of Record on Appeal filed under District Court	04/22/20	JA1742-	XI
22	Case No. CV20-00445		JA1744	
23		0.5/0.4/2.0		
24	Petitioner's Opening Brief filed under District Court Case No. CV20-00445	06/01/20	JA1745- JA1776	XI
25	Respondent Division's Answering Brief filed under District	08/13/20	JA1777-	XI
26	Court Case No. CV20-00445		JA1820	
27	Petitioner's Reply Brief filed under District Court Case No. CV20-00445	09/14/20	JA1821- JA1829	XI
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Order Setting Hearing filed under District Court Case No. CV20-00445	10/29/20	JA1830- JA1831	XI
Minutes - Oral Arguments Petition for Judicial Review	2/11/2021	JA1832- JA1833	XI
Transcript of Proceedings Oral Arguments	2/11/2021	JA1833a- JA1833hh	XI
Order Denying Petition for Judicial Review filed under District Court Case No. CV20-00445	03/01/21	JA1834- JA1844	XI
Notice of Entry of Order filed under District Court Case No. CV20-00445	03/31/21	JA1845- JA1860	XI
Case Appeal Statement filed under District Court Case No. CV20-00445	04/30/21	JA1861- JA1867	XI
Notice of Appeal filed under District Court Case No. CV20-00445	04/30/21	JA1868- JA1883	XI
Certificate of Clerk and Transmittal—Notice of Appeal filed under District Court Case No. CV20-00445	05/03/21	JA1884	XI

**CERTIFICATE OF SERVICE** Pursuant to NRAP 25(c), I certified that I am an employee of Hutchison & Steffen, PLLC and that on this date I caused to be served a true and correct copy of **JOINTAPPENDIX**, **VOLUME IX OF XI** on the following as indicated below: Christopher A. Eccles Jennifer J. Leonescu 3360 W. Sahara Ave., Ste. 250 0 Las Vegas, NV 89102 ceccles@dir.nv.gov *jleonescu@dir.nv.gov* (Via Electronic service through the Nevada Supreme Court's Eflex system) I declare under penalty of perjury that the foregoing is true and correct. Executed on October 5, 2021, at Reno, Nevada. /s/ Bernadette Francis BERNADETTE FRANCIS 

FILED
Electronically
CV20-00445
2020-04-22 12:26:13 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 7845786

STATE OF MEYADA
DEPT OF ADMINISTRATION
HEARINGS DIVISION
APPEALS OFFICE

2017 JUN 28 PH 2: 1,4

MECEIVED

Jason D. Guinasso, Esq. Nevada Bar No. 8478 Reese Kintz Guinasso 190 W. Huffaker Lane, Suite 402

In the Contested Matter of:

STYLE, BONNIE SCHULTZ & LONI

of

**CASTEEL** 

Reno, NV 89511

Attorney for International Academy of Style

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Guinasso 23 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746 24

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NEVADA DEPARTMENT OF ADMINISTRATION

BEFORE THE APPEALS OFFICER

Case No.:

1706718

Appeal No.:

1702545-SYM

INTERNATIONAL ACADEMY OF STYLE'S

**DOCUMENTARY EXHIBIT #7** 

ENTERED INTO
EVIDENCE AS EXHIBIT

7

## **AFFIRMATION**

The undersigned does hereby affirm that INTERNATIONAL ACADEMY OF STYLE'S DOCUMENTARY EXHIBIT #7 filed under Appeal No. 1702545-SYM:

Does not contain the social security number of any person.

-OR-

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☐ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

-or-

B. For the administration of a public program or for an application for a federal or state grant.

DATED this 28th day of June, 2017

Jason D. Gainasso, Esq.

Attorney for International Academy of Style

RKG

Reese Kintz, Guinasso 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746

#### **CERTIFICATE OF SERVICE**

I am a resident of the State of Nevada, over the age of eighteen years, and not a party to the within action. My business address is 190 W. Huffaker Lane, Suite 402, Reno, Nevada, 89511.

On June 28+, 2017, I served the following:

#### INTERNATIONAL ACADEMY OF STYLE'S

#### **DOCUMENTARY EXHIBIT #7**

on the following in said cause as indicated below:

INTERNATIONAL ACADEMY STYLE	DIVISION OF INDUSTRIAL
BONNIE SCHULTZ & LONI CASTEEL	RELATIONS
2295 MARKET STREET	400 WEST KING STREET, SUITE 400
RENO, NV 89502	CARSON CITY, NV 89703
(VIA U.S. MAIL)	(VIA U.S. MAIL)
LEGAL SECTION	DEPARTMENT OF ADMINISTRATION
DIVISION OF INDUSTRIAL RELATIONS	APPEALS DIVISION
400 WEST KING STREET, SUITE 201	1050 E WILLIAM ST., SUITE 450
CARSON CITY, NV 89703	CARSON CITY, NV 89701
(VIA HAND DELIVERY)	(VIA HAND DELIVERY)

I declare under penalty of perjury that the foregoing is true and correct. Executed on

June 28, 2017, at Reno, Nevada.

KATRINA A. TORRES

RIKIG Reese Kintz

Reese Kintz, Guinasso 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746

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\ <u>-</u>		
12/31/17		



Reese Kintz, Guinasso 190 W Huffaker Ln Suite 402 Reno, NV 89511 (775) 853-8746

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JA1398



## CERTIFICATE OF LIABILITY INSURANCE

INACA-1

OP ID: NH

DATE (MM/DD/YYYY) 03/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Ryan Garaventa, CIC Alpine Insurance PHONE (A/C, No. Ext): 775-829-2345 [AC. No): 775-827-7090 5160 Plumas, Suite 100 Reno, NV 89619 ADDRESS: Ryan Garaventa, CIC INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Riverport Insurance Company 36684 INSURED International Academy of Style B.Schultz & L.Casteel DBA: **INSURER C:** 2295 Market St INSURER D Reno, NV 89502 INSURER E INSURER F **REVISION NUMBER: COVERAGES** CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUER TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY \$ **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER; PRODUCTS - COMPIOP AGG POLICY PRO: COMBINED SINGLE LUMIT (En accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED AUTO8 NON-OWNED AUTOS BODILY INJURY (Per accident) s PROPERTY DAMAGE (PER ACCIDENT) HIRED AUTOS \$ UMBRELLA LIAB EACH OCCURRENCE OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE RETENTIONS DED OTH WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 12/01/2016 NVARP301842 12/01/2015 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE (Mundatory in NH) 1,000,000 if yes, describe under DESCRIPTION OF OPERATIONS below E.L DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schadule, if more space is required) Proof of Insurance CANCELLATION CERTIFICATE HOLDER **INSURE1** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Insured AUTHORIZED REPRESENTATIVE (aux) flughes

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## CERTIFICATE OF LIABILITY INSURANCE

INACA-1

OP ID: NH

DATE (MM/DD/YYYY) 03/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the cartificate holder in lieu of such endorsements.

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	UCER				CONTACT Ryan Garaventa, CIC				
160	e insurance Plumas, Suite 100				PHONE (A/C, No. Ext): 775-829-2345 FAX (A/C, No.): 775-827-7090 E-MAIL ADDRESS:				
tenc	, NV 89519				E-MAIL ADDRES	35:			
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	Reno, NV 89502				INSURE		<del></del>		
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INSURER F:									<u></u> /
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NSR LTR	TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
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	If yes, describe under DESCRIPTION OF OPERATIONS below		<u> </u>				Ĺ	E.L. DISEASE - POLICY LIMIT \$	1,000,000
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## **NEVADA DEPARTMENT OF ADMINISTRATION**

#### **BEFORE THE APPEALS OFFICER**

ORIGINAL

In the Contested Matter of:

Complaint No.

1706706

Appeal No.

1702537-SYM

INTERNATIONAL ACADEMY OF STYLE

# EVIDENCE PACKET FOR THE DIVISION OF INDUSTRIAL RELATIONS (DIR)

DATE	DOCUMENT	PAGE(S)
3/14/17	WCS determination imposing \$251.10 Premium Penalty for lapse of WC insurance from December 1, 2016, through December 30, 2016	1-4
Undated	Entity information for International Academy of Style	5
11/3/16	NCCI Cancel/ Non-renew report	6
Various	NCCI Proof of Coverage Inquiries	7-17
Various	Documents relating to the 2014/2015 AGWCFU criminal complaint	18-30
Various	Webpage printouts & information re: internationalacademyofstyle.com	31-48
12/30/16	Webpage printouts: information regarding Bonnie Schulz, an Owner of International Academy of Style	49-52
Various	NCCI inquiries, webpage printouts, and information regarding multiple individuals who work at International Academy of Style	53-94
12/14/16	WCS ltr to International Academy of Style re: cancellation of workers' compensation insurance	95
12/20/16	WCS telephone memo re: conversation w/ ER's atty office; possible extension to obtain insurance	96
	Email from ER to WCS, forwarding individuals' certificates of insurance	97-106
Undated O	CTimeanddate.com webpage printout: duration between 12/1/16 through 12/30/16 (30 days)	107

STATE OF MEVADA DEPT OF ADMINISTRATION HEARWAS OFFICE HEARWAS OFFICE THEORY

International Academy of Style – AOCC 1702537-SYM ENTERED INTO DIR's Evidence Packet

EVIDENCE AS EXHIBIT\_

726 JA1401

DATE	DOCUMENT (continued)	PAGE(S)
12/29/16	Emails between WCS and ER re: DETR w/ attachments	108-115
12/29/16	WCS telephone memo re: conversation w/ ER's atty office & notes regarding the Stop Work Order	116
12/29/16	Emails between WCS & ER w/ copy of ER's 2014 position statement to AGWCFU	117-130
12/29/16	Emails between WCS & ER re: DETR and independent contractors w/ attachment (including copy of criminal complaint dismissal memo)	131-142
12/30/16	Stop Work Order	143-145
12/30/16	WCS notes re: Stop Work Order	146-147
12/30/16	Emails between WCS and Alpine Insurance re: back in compliance, attached binder w/ effective date 12/31/16	148-152
2/21/17	WCS non-compliance worksheet	153
2/23/17	WCS referral to AGWCFU	154
2/24/17	WCS Notice of Violation Input Form	155-156
3/20/17	ER's appeal of WCS's 3/14/17 determination imposing a \$251.10 Premium Penalty	157

#### **AFFIRMATION** Pursuant to NRS 239B.030

The undersigned affirms that the DIR'S EVIDENCE PACKET, filed in Appeals Office, Appeal No. 1702537-SYM does not contain the social security number of any person.

Dated this 27 day of June, 2017.

Submitted by:

DONALD C. SMITH, Senior Division Counsel Division of Industrial Relations Department of Business and Industry

400 W. King Street, Suite 201 Carson City, Nevada 89703

(775) 684-7286

#### **CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Industrial Relations (DIR), and that on this date, I caused to be served a true and correct copy of DIR'S EVIDENCE PACKET, Appeal No. 1702537-SYM by the method indicated below, and addressed to the following:

Person(s) Served: JASON GUINASSO ESQ REESE KINTZ GUINASSO LLC 190 WEST HUFFAKER SUITE 402 RENO NV 89511 (for International Academy of Style)	U.S. Mail  via State Mail room (regular or certified)  deposited directly with U.S. Mail Service  Overnight Mail  Interdepartmental Mail  Messenger Service  Facsimile fax number:
Person(s) Served: DIR - WCS NORTH 400 W KING ST STE 400 CARSON CITY NV 89703	U.S. Mail  via State Mail room (regular or certified)  deposited directly with U.S. Mail Service  Overnight Mail  Interdepartmental Mail  Messenger Service

day of June, 2017.

Facsimile fax number:

R:\Legal\2017 current pending\AO\International Academy of Style Evid Pkt 1702537.docx

BRIAN SANDOVAL

WCS Contact Information (775) 684-7270 Fax: (775) 687-6305 dir.nv.gov STATE OF NEVADA



BRUCE H. BRESLOW Director

JOSEPH "JD" DECKER

CHARLES J. VERRE
Chief Administrative Officer

# DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS

WORKERS' COMPENSATION SECTION 400 W. King Street, Suite 400 Carson City, Nevada 89703

March 14, 2017

Via Regular and U.S. Certified Mail: 7016 2070 0000 4870 7780

Bonnie Schultz & Loni Casteel International Academy of Style 2295 Market St Reno NV 89502-1559

Re: Complaint Number:

**Determination of Premium Penalty Number:** 

1706706 164961 (LD)

#### Dear Employer:

INSID No. 9 IN

We have estimated the premium penalty for the period of December 1, 2016 through December 30, 2016 based on an estimated annual premium of \$3,058.00 as provided by your insurance carrier. Pursuant to NRS 616D.200, the premium penalty owed to the Division of Industrial Relations, Workers' Compensation Section is \$251.10.

As previously advised, this matter has also been referred to the Attorney General Workers' Compensation Fraud Unit. The Attorney General will make an independent determination that could result in a prosecution. If the Attorney General notifies the Administrator that they have declined to prosecute, an administrative fine may also be issued in addition to this premium penalty, per NRS 616D.120. If any of your employees were injured during this lapse, you may also be responsible to pay related medical costs.

Please make your check payable to the Division of Industrial Relations, and deliver or mail to: Division of Industrial Relations, Workers' Compensation Section, 400 West King Street, Suite 400, Carson City, Nevada 89703. To assure that your payment is properly credited, please note your name and business on the lower left-hand corner of the check.

Bonnie Schultz & Loni Casteel International Academy of Style Page 2

A person who is aggrieved by a written determination of the Administrator to impose a premium penalty may appeal the determination by filing a request for a hearing before an appeals officer. The request must be filed within 30 days after the date on which the notice of the Administrator's determination was mailed by the Administrator. If a notice of appeal is not filed as required the imposition of the premium penalty shall be deemed a final order and is not subject to review by any court or agency.

The notice of appeal should be addressed to the Department of Administration, Appeals Office, 1050 E. William, Suite 450, Carson City, NV 89701. Include a copy of this determination letter with your appeal.

You may also request a conference with the District Manager for the purpose of resolving this matter prior to a hearing. The District Manager may be contacted at (775) 684-7270 or in writing at 400 W. King Street, Suite 400, Carson City, NV 89703.

Sincerely,

Jacqui Bohemier

Enforcement Supervisor

Workers' Compensation Section

JB/sg



## **USPS Tracking® Results**

FAQs > (http://faq.usps.com/?articleid=220900)

Track Another Package +

Remove X

Tracking Number: 70162070000048707780

Delivered

Updated Delivery Day: Wednesday, March 15, 2017 ①
Product & Tracking Information

See Available Actions

**Postal Product** 

Features: Certified Mail\*\*\*

DATE & TIME

STATUS OF ITEM

LOCATION

March 15, 2017, 2:00 pm

Delivered, Left with Individual

RENO, NV 89502

Your item was delivered to an individual at the address at 2:00 pm on March 15, 2017 in RENO, NV 69502,

March 15, 2017, 7:19 am

Arrived at Unit

RENO, NV 89510

March 15, 2017, 5:09 am

Departed USPS Facility

RENO, NV 89510

March 14, 2017, 8:25 pm

Arrived at USPS Facility

RENO, NV 89510

See More 🤝

#### **Available Actions**

See Less ^

### Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)



## **CBR** Detail Report

Business Name: International Academy Of Style

v0 - APPROVED - 05/22/2013 13:56:32

NV Business ID	NV20101370115
Entity Type	Partnership
Entity Status	ACTIVE
State Business License Expiration Date	May 31, 2017
Last Updated By	lonidcasteol@hotmail.com
Last Updated Date	2013-05-22 13:56:32.0

## Company Officers

No officers found for this company

## Compliance Information

State Business License:	Completed on 05/10/2016
B&I Workers' Compensation eAffirmation of Comphance (D-25)	Not Complete
Nevada Labor Laws eAffirmation of Compliance.	Not Complete
OSHA/Safety Consultation and Training (SCATS)	Not Applicable
NV Dept of Taxation eClearance Receipt:	Not Complete
Department of Motor Vehicles:	Not Complete

## Declaration

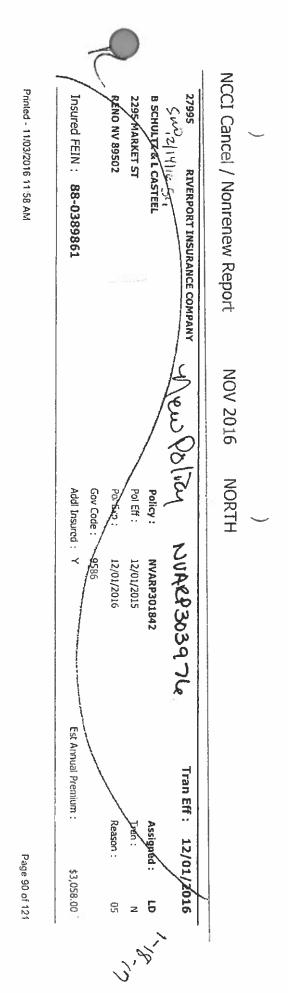
## **Export Information**

Do you have a Nevada Location or conduct sales and services in Nevada? Not answered

## **Business Information**

Primary NAICS Code	
Applicable NAICS Codes	
Business Description	

## Location Information







Search rock com-Proof of Coverage Inquiry

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LOI	~7

Carrier Information

Reports

#### **Policy Search**

Policy

Address

POLICY SEARCH OPTIONS

State NV - 27

Insured/Employer Name

**Policy Number** 

FEIN

880389861

City

Zip Code<sup>†</sup>

**Carrier Code** 

**Policy Effective Date** 

Search

Clear Search

† Searches only latest 10 yrs of Policy Effective Dates

Policy Number	Insured/Employer Name	Carrier Code	Pol Eff Dt	State	FEIN	Status
NVARP301842	B SCHULTZ & L CASTEEL	27995	12/01/2015	WV	880389861	Non Renewed)
NVARP301842	CASTEEL LONI	27995	12/01/2015	NA	880389861	Non Renewed
NVARP301842	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	27995	12/01/2015	WV	880389861	Non Renewed
NVARP301842	SCHULTZ BONNIE	27995	12/01/2015	NV	880389861	Non Renewed

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https://www.ncci.com/POC/Policy/SearchPolicy.aspx

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Carrier Information Reports

## Policy & Carrier

#### **NEVADA**

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Policy	8	Ċа	rrie	Ī

Names & Addresses

Names

Addresses

State Exposure

Canc/Reinst/Non-Renew

Trans History

Policy Nbr NVARP301842

Primary Insured B SCHULTZ & L CASTEEL

Name

Carrier Code 27995

Policy Eff Dt 12/01/2015

Policy Exp Dt 12/01/2016

**Primary Insured Information** 

Name 8 SCHULTZ & L CASTEEL

Name Type 2 - COMMERCIAL NAME

PEO/Client Code

FEIN 880389861

Street 2295 MARKET ST

City RENO

State NV

Zip Code 89502-1559

Carrier Information

Name 27995 - RIVERPORT INSURANCE COMPANY

**FEIN** 411654112

Street PO BOX 939

City PIERRE

State SD

Zip Code 57501

Group Code 27995

Branch 001

**Agent Information** 

Name ALPINE INSURANCE

Street 6160 PLUMAS ST

City RENO

State NV

Zip Code 89519-6057

**Policy Information** 

**Prior Policy Nbr** 

Policy Type Plan 02 - NORMAL ASSIGNED RISK POLICY

Assignment Date 12/17/2015

Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY

Wrap-Up Code 2 - NON-WRAP-UP POLICY Legal Nature of Insured 02 - PARTNERSHIP

Deductible Calc Code

Deductible Losses Code

Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY

Gov Class Code 9586 MHADER SHEET

State Carrier

State Exp Dt

Reason State Added 0 - FIELD DOES NOT APPLY

State Premium (\$) 3,058

Orig POC Rovd Dt

Orig Policy Rovd Dt 01/08/2016

Last Royd Dt 10/28/2016

State Eff Dt 12/01/2015

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Policy Carrier Information Reports

#### Active Linked Names & Addresses NEVADA

Names & Addresses

Back to Search Results Policy & Carrier

> Policy Nbr NVARP301842 Primary Insured Name & SCHULTZ & L CASTEEL

State Exposure Addresses Names

Carrier Code 27995

Canc/Reinst/Non-Renew

Trans History

Policy Eff Dt 12/01/2015

Policy Exp Dt 12/01/2016

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Employer Name	Name Type	PEO/ Client Code	Emp Legal Status	FEIN	Street	City	State	Zip Code	Unemployment ID	Rptd Industry Code	NAIC5 Code	Employee Count	Name Dt
B SCHULTZ & L CASTEEL	ý		07	880359861	2295 MARKET ST	RENO	NV	89502- 1559		812111		10	17/01/2
B SCHULTZ & L CASTEEL	2		02	630389861	2295 MARKET ST	RENO	NV	89502- 1559		812111			15/01/2
CASTEEL LONI	1		02	880389861	2295 MARKET ST	P.ENO	NV	89502- 1559		812111		10	12/01/2
CASTEEL LONI	1		02	890389861	2295 MARKET ST	RENO	ΝV	89502- 1559		812111			17/01/2
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389961	2295 MARKET ST	PENO	٨V	89502- 1559		812111		10	12/01/2
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389861	2295 MARKET ST	RENO	VØ	89502- 1559		812111			12/01/2
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502- 1559		812:11		10	12/01/2
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502- 1559		812131			12/01/2

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Carrier Information Reports

## Cancellations / Reinstatements / Non-Renewals

#### **NEVADA**

Back to Search Results

Policy	Nbr NVARP301842		Carrier Code	27995 <b>Pol</b>	icy Eff Dt 12/01/20	15
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C/R/N Received Date	C/R/N Effective Date	Cancellation Notice Mail Date	Reason for Reinstatement	Transaction Code	Cancel Type	Cancel Reason
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Policy Carrier Information Reports

#### State Exposure

#### NEVADA

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Policy & Carrier

Names & Addresses

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Addresses

State Exposure

Canc/Reinst/N -Renew

Trans History

Policy Nbr NVARP301842

Primary Insured Name 8 SCHULTZ & L CASTEEL

Carrier Code 27995

Policy Eff Dt 12/01/2015

Policy Exp Dt 12/01/2016

Note: The class code, exposure, and premium information displayed on this page are reported on an estimated basis.

ω		Exposure Act/ Coverage Code	Suranua Bari d	Estimated	Manual/	Estimated
Class Code	Class Description	4	Exposure Period Effective Date	Exposure Amount (5)	Charged Rate	Amount (\$)
8810	CLERICAL OFFICE EMPLOYEES NOC	01		25,000.00	.4200	10:
9014	JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01		12,000.00	4.0100	481
9586	BARBER SHOP	01		210,000.00	1.1200	2,357
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00	.0100	29
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	2
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) \$1000000/\$1000000/\$1000000	00		0.00	.0000	3
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00		-00	.0000	8

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Policy

Address

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State NV - 27

Insured/Employer Name

INTERNATIONAL ACADEMY STYLE

Contains Starts With

Policy Number FEIN

City\*

Zip Code\*

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**Policy Effective Date** 

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Policy Number	Insured/Employer Name	Carrier Code	Pol Eff Dt	State	FEIN	Status
vvarp303976	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	27995	12/31/2016	NV	880339861	Active
NVARP301842	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	<b>279</b> 95	12/01/2015	NV	860389861	Non Renewed

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Primary Insured Name B SCHULTZ & L CASTEEL

Carrier Code 27995

Policy Eff Dt 12/31/2016

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Note: The class code, exposure, and premium information displayed on this page are reported on an estimated basis.

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Class Code	. Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount (\$)	Manual/ Charged Rate	Estimated Premium Amount (\$)
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# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO

KEITH G. MUNRO Assistant Attorney General

THOM M. GOVER Acting Chief of Staff

## MEMORANDUM

DATE:

November 20, 2014 - Amended April 30, 2015

TO:

Senior Deputy Attorney General Eric Nickel

FROM:

Daniell A. Valerio, Investigator

SUBJECT:

International Academy of Style - Applicable NRS Statutes

The International Academy of Style (IAS) has, through their attorney, Jason Guinasso, provided a legal analysis of the various NRS Statutes requiring and exempting employers from the requirement to obtain and maintain workers' compensation insurance. Guinasso refers to IAS Instructors as "Consultants".

## Guinasso A – The consultants are excluded from the definition of "Employee" under the NIIA.

Guinasso argues NRS 616A.110(9) excludes IAS Instructors because they operate pursuant to a written agreement which acknowledges the instructors are not employees. NRS 616A.110(9) is written in the **conjunctive**, and NRS616A.110(9)(c) cannot be singularly applied. Each of the three conditions must be met for the employment to be "excluded". Even if we attempt to apply the statute in the conjunctive as it was written, IAS Instructors still do not meet the criteria, because this exemption is based on direct sales, not performance of services.

NRS616A.110(9) Any person who:

- (a) Directly sells or solicits the sale of products, in person or by telephone:
  - (1) On the basis of a deposit, commission, purchase for resale or similar arrangement specified by the Administrator by regulation, if the products are to be resold to another person in his or her home or place other than a retail store; or
  - (2) To another person from his or her home or place other than a retail store;

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IAS Instructors may or may not sell products, however if they are making sales while performing Instructor Services, or even when operating their own booths, it would be while they were at a retail location therefore is it not applicable.

(b) Receives compensation or remuneration based on sales to customers rather than for the number of hours that the person works; and

IAS Instructors are, by contract, explicitly paid by the hour, and required to invoice IAS for services rendered, therefore their compensation is not based on sales. IAS Instructors may or may not receive sales commissions for products they sold in the IAS Salon.

(c) Performs pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for the purposes of this chapter.

IAS Instructors work pursuant to a written agreement which specifies they are not employees for the purposes of workers' compensation insurance. This is the only section of NRS616A.110(9) that IAS meets.

#### Additional thoughts pertaining to NRS 616A.110:

It is my understanding this exemption was put in place for Direct Sales arrangements such as Cutco Knives, Kirby Vacuum Sales, Tupperware, Avon, and other similar direct seller enterprises.

A potential argument for the exclusion of IAS Instructors is NRS 616A.110(1)

NRS 616A.110 "Employee": Persons excluded. "Employee" excludes:

1. Any person whose employment is both casual and not in the course of the trade, business, profession or occupation of his or her employer.

This statutory exemption is also written in the conjunctive, and I will address each point individually.

NRS 616A.075 defines "Casual" employment:

NRS 616A.075 "Casual" defined. "Casual" refers only to employments where the work contemplated is to be completed in 20 working days or parts thereof in a calendar quarter, without regard to the number of persons employed, and where the total labor cost of the work is less than \$500.

[12:168:1947; 1943 NCL § 2680.12]—(NRS A 1977, 373)—(Substituted in revision for NRS 616.030)

Instructors at IAS work on an ongoing basis. While any given instructor might work more or less than 20 working days per quarter, their work is not based on any set job being completed, but instead of the number of hours each instructor works on a given day. In 2013, all IAS Instructors were paid in excess of \$500. IAS instructors are not casual employees.

NRS 616A.350 "Trade, business, profession or occupation of his or her employer" defined. "Trade, business, profession or occupation of his or her employer" includes all services tending toward the preservation, maintenance or operation of the business, business premises, or business property of the employer.

[13:168:1947; 1943 NCL § 2680.13]—(Substituted in revision for NRS 616.120)

IAS is in the business of training students in cosmetology, and as a function of that business, also provides salon services. Instructors are contracted by IAS to "educate students in the fields of cosmetology" according to the IAS Instructor Contract. The Nevada State Board of Cosmetology (NSBC) regulates both the operation of Cosmetology Schools, and those who are licensed to teach cosmetology. The Instructors of IAS provide services within the same trade, business, profession, or occupation as IAS.

## Guinasso B1 - Consultants are Independent Enterprises and not in the same trade as IAS

Guinasso begins this section by quoting the Independent Enterprise Statute, and then immediately changes from "Independent Enterprise" to "Independent Contractor". Guinasso argues IAS Instructors enter into Independent Contractor Agreements with IAS, and that the Instructors are in fact Independent Contractors as defined by NRS 616A.255.

NRS 616A.255 "Independent contractor" defined. "Independent contractor" means any person who renders service for a specified recompense for a specified result, under the control of the person's principal as to the result of the person's work only and not as to the means by which such result is accomplished.

[14:168:1947; 1943 NCL § 2680.14]—(Substituted in revision for NRS 616.105)

Whether IAS Instructors are "Independent Contractors" or not, is irrelevant, because by statute, "Independent Contractors" are considered employees of the principal contractor for the purposes of Industrial Insurance.

#### NRS 616A.210 "Employee": Subcontractors and employees.

- 1. Except as otherwise provided in NRS 616B.603, subcontractors, independent contractors and the employees of either shall be deemed to be employees of the principal contractor for the purposes of chapters 616A to 616D, inclusive, of NRS.
- 2. If the subcontractor is a sole proprietor or partnership licensed pursuant to chapter 624 of NRS, the sole proprietor or partner shall be deemed to receive a wage of \$500 per month for the purposes of chapters 616A to 616D, inclusive, of NRS.
- 3. This section does not affect the relationship between a principal contractor and a subcontractor or independent contractor for any purpose outside the scope of <u>chapters</u> 616A to 616D, inclusive, of NRS.

[22:168:1947; A 1951, 485]—(NRS A <u>1987, 2047; 1991, 2399</u>)—(Substituted in revision for NRS 616.085)

Principal Contractor is defined by NRS:

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NRS 616A.285 "Principal contractor" defined. "Principal contractor" means a person who:

- 1. Coordinates all the work on an entire project;
- 2. Contracts to complete an entire project;
- 3. Contracts for the services of any subcontractor or independent contractor; or
- 4. Is responsible for payment to any contracted subcontractors or independent contractors.

(Added to NRS by 1991, 2390) –(Substituted in revision for NRS 616.1115)

Clearly this statute wasn't written with a school in mind, likely the construction trade. However it's still not unreasonable to argue IAS is a Principal Contractor:

- 1) IAS is ultimately responsible for ensuring there is sufficient staff, supplies, and meeting all other requirements to operate as a School of Cosmetology as specified by NRS 644, and licensed by the NSBC.
- 2) IAS contracts with its students to provide them with accredited training pursuant to both NRS 644 and the National Accreditation Commission of Career Arts such that when their training is complete they meet the necessary requirements to apply for licensure as a cosmetologist with the NSBC.
- 3) IAS contracts for the Services of all Instructors
- 4) IAS is responsible for paying each of their Instructors for services rendered, pursuant to the contract each Instructor is required to sign.

However to address Guinasso's arguments that IAS Instructors are Independent Contractors:

#### The 5 Point Test: (which has in part been overruled)

- 1) Degree of supervision exercised by a putative employer over details of work:
  - a. Guinasso argues the Instructors aren't supervised
    - i. Supervision is defined by Meriam Webster as, "the action or process of watching and directing what someone does or how something is done." By their contract, the Instructors are directed in how they maintain records, and by the NSCB there are standards IAS Instructors must comply with. If IAS is not supervising or directing their instructors, they would have no knowledge of whether or not their instructors are operating in accordance with the NSCB. Therefore, IAS is required by the NSCB to supervise their instructors, if for no other reason than to ensure compliance with NSCB training standards and NRS 644.
- 2) Source of the worker's wages
  - a. Guinasso argues a portion of student tuition is set aside, and that IAS acts as a third party administrator of the funds.
    - i. Third party administrators provide payroll services which include calculating payroll taxes, and providing workers compensation insurance for small businesses. Is IAS attempting to claim their students are the actual employers of the instructors? If so, should we be talking to their students instead of them?

- ii. All businesses take a portion of their revenue and set it aside for labor costs, as a normal business practice. Setting aside funds for labor costs does not make IAS a third party administrator. By this argument, a college is a third party administrator for tuition funds paid by students, and then paid (in part) to professors.
- iii. 3<sup>rd</sup> Party Administrators are required to register with the Division of Insurance, I contacted them and IAS is not a registered 3<sup>rd</sup> Party Administrator.
- 3) Right to hire and fire a worker
  - Guinasso argues IAS does not have the right to hire or fire their Instructors.
    - This matter was brought to our attention because IAS fired an instructor for misconduct. In a conversation I had with Casteel, Casteel stated the instructor was requiring one of their students to bring her food; this behavior was not acceptable to Casteel, (and was arguably in violation of NRS 644.103) so the instructor was terminated.
    - ii. If IAS does not have the right to hire Instructors for their business, who does? Do the students have the right to choose which instructors teach at IAS?
    - iii. The employment contract used by IAS specifies if an Instructor doesn't comply with the contract, the contract would be terminated. This is a standard practice for any type of employment contract.

Guinasso's response does not match the annotated case notes format I have, so what they refer to as "fourth" is what I have under "5)".

- 4) Extent to which the workers' activities further "general business concerns"
  - a. Guinasso argues IAS can be operated exclusively by the two owner/partners and the additional instructors "provide a unique benefit to IAS students...and are there solely for the students' benefit, but are not necessary."
    - i. The test does not require the services of the worker be <u>necessary</u>, only that the workers' activities <u>further</u> the general business concern. IAS is a school, and the Instructors are there to provide instruction for the students. By their own statement, IAS instructors are there for the student's benefit, and the success of their students is certainly of "general business concern" for any academic institution.
- 5) Right to control hours and location of work
  - a. Guinasso argues IAS doesn't have the right to control the hours the consultants work other than the operation of the school.
    - i. While Instructors are allowed to choose their schedule, they are presumably expected to adhere to the hours they committed to working. The hours an instructor is allowed to work are limited to the hours IAS is operational. So, instructors are allowed flexibility, however IAS being flexible in their scheduling actually illustrates the

- point that IAS has the right to determine hours. In this case, IAS <u>allows</u> Instructors to choose their own schedule, operating within the confines of the school's hours of operation.
- ii. IAS requires instructors to teach on their premises, and their facility is tightly controlled and regulated by the NSBC. To my knowledge, teachers are not permitted to teach off site.

#### Guinasso B2. Consultants are Independent Enterprises

The Independent Enterprise exemption is not applicable, because as previously discussed, IAS <u>is</u> in the same trade, business, profession, or occupation as their instructors.

- 1) IAS is a School of Cosmetology, providing instruction to students enrolled in their program to earn their Cosmetology licenses. IAS is regulated by the NSBC.
  - a. Instructors provide instruction to students of the School of Cosmetology, known as IAS. To teach cosmetology, an Instructor must be licensed by the NSBC, or be a student earning their instructor license. In either case, their licenses are regulated by the NSBC.
- 2) IAS is a Salon, providing cosmetology services to the public, and its operation is regulated and governed by the NSBC
  - Instructors are cosmetologists, licensed to practice cosmetology by the NSBC.

In either instance, they're operating within the same trade, either as instructors at a school, or cosmetologists in a salon. We then turn to section 2 of this statute and examine what constitutes an independent enterprise:

#### NRS 616B.603 Independent enterprises.

- 1. A person is not an employer for the purposes of chapters 616A to 616D, inclusive, of NRS if:
- (a) The person enters into a contract with another person or business which is an independent enterprise; and

While the existence of a contract is not in dispute, whether the Instructor is an independent enterprise is.

(b) The person is not in the same trade, business, profession or occupation as the independent enterprise.

See prior discussion points explaining how IAS and their Instructors ARE operating in the same business, profession, or occupation.

2. As used in this section, "independent enterprise" means a person who holds himself or herself out as being engaged in a separate business and:

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In what business are the instructors separately engaged? I presume the instructors are likely engaged as cosmetologists in salons, but I doubt they are engaged in their own separate business as instructors.

(a) Holds a business or occupational license in his or her own name;

All Instructors are required to hold an occupational license by the NSBC as a Cosmetology Instructor (or Instructor Student). I assume all of the Instructors have an occupational license (pursuant to NRS 644), and I further assume many of them have city business licenses as many likely work as cosmetologists elsewhere.

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(b) Owns, rents or leases property used in furtherance of the business.

Guinasso argues the Instructors Lease a Chair from IAS, however there is no mention of Instructors renting chairs or booths in their contract. Chair rental implies the Instructor pays IAS to allow them to teach in their Academy, or to perform cosmetology services for the public. This is clearly not the case, because IAS pays the Instructors for the number of hours they teach. There is no dispute that many of the Instructors perform cosmetology services at Salons outside of IAS, where they may very well rent a booth. In those instances however, they're not operating as an Instructor, they're operating as a cosmetologist. While it is possible for an individual to have an Independent Enterprise as an instructor, that argument would have to be examined on a case by case basis, nor has that particular argument been made.

The third section of this statute does not apply

- 3. The provisions of this section do not apply to:
- (a) A principal contractor who is licensed pursuant to chapter 624 of NRS.
- (b) A real estate broker who has a broker-salesperson or salesperson associated with the real estate broker pursuant to NRS 645.520.
- 4. The Administrator may adopt such regulations as are necessary to carry out the provisions of this section.

(Added to NRS by 1991, 2392; A 1995, 2136)—(Substituted in revision for NRS 616.262)

### Guinasso B3. "Consultants are not in the "same trade" as IAS.

Guinasso argues pursuant to the Meers case, the test is whether the activity is normally carried on through employees rather than independent contractors. I do not believe Meers is applicable because 1) Meers was written specifically with repair/construction services in mind and 2) In this particular business, IAS claims they have NO employees whatsoever. It would perhaps be reasonable to compare IAS to another academic institution. If we examine this from the perspective that IAS is an academic institution, then I would argue that an instructor or professor at an academic institution is an employee, and would not be considered an independent contractor.

Please see previous arguments as to why IAS and IAS Instructors ARE in the same trade, business, profession or occupation.

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Guinasso posits that IAS Instructors are akin to booth renters in salons, and that it has long been established and accepted that salon owners are not required to maintain wokers' compensation coverage on booth renters who lease space.

I have already addressed the matter of whether instructors are similar to booth renters in the "Independent Enterprise" discussion (see page7).

Based on conversations with the Division of Industrial Relations, I do not agree with this "long established" practice. The DIR analyzes each case based on the merits of the case, and absolutely has required Salon Owners to carry WC Coverage. I would further argue that based on NRS 644.307 (Salon owners may only lease space to licensed cosmetologists) and NRS 644.370 (cosmetology establishment must be under supervision of license cosmetologist at all time) ALL Salons, whether "booth rental" based or "employee" are required to carry workers' compensation insurance, because they are operating with the same trade, and their operation is governed and regulated by the same state agency, the NSBC.

### Guinasso C IAS not required to have WC because they're not liable:

Guinasso argues IAS meets the criteria of NRS 616B.639

NRS 616B.639 Limitation of liability of principal contractor for industrial injury to independent contractor or employee of independent contractor.

1. A principal contractor is not liable for the payment of compensation for any industrial injury to any independent contractor or any employee of an independent contractor if:

Guinasso implies that IAS is a principal contractor and the Instructors are Independent Contractors. I have previously addressed both of these points, however to summarize:

- 1) It is not unreasonable to argue IAS is a principal contractor, though that statute was clearly written with the construction industry in mind.
- 2) I dispute IAS instructors are Independent Contractors
  - (a) The contract between the principal contractor and the independent contractor is in writing and the contract provides that the independent contractor agrees to maintain coverage for industrial insurance pursuant to chapters 616A to 616D, inclusive, of NRS;

While there is a written contract, it does NOT specify that the contractor agrees to maintain workers' compensation insurance. What it does say is that the Instructor acknowledges IAS will not be responsible for providing workers' compensation coverage. It requires the Instructor to pay applicable taxes and other city requirements. The contract again states that Instructors will not receive workers' compensation benefits from IAS.

If we assume that by "other city requirements" IAS means, Instructors must carry a workers' compensation insurance policy, a sole proprietor is not required to carry a workers' compensation insurance coverage for himself.

(b) Proof of such coverage is provided to the principal contractor;

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No such proof of coverage was submitted by Guinasso, nor is it likely to exist as sole proprietors are not required to obtain insurance for themselves.

(c) The principal contractor is not engaged in any construction project; and

(d) The independent contractor is not in the same trade, business, profession or occupation as the principal contractor.

The principal contractor, IAS, is not engaged in any construction project; however the IAS Instructors ARE in the same trade, business, profession or occupation as the principal contractor.

2. The Administrator may adopt such regulations as are necessary to carry out the provisions of this section.

(Added to NRS by 1991, 2392) (Substituted in revision for NRS 616.286)

#### **Guinasso Footnote:**

Guinasso argues in the event IAS Instructors are NOT found to be independent enterprises, then IAS's due process rights have been violated, because of the "vagueness of the statute as it applies to this industry...".

This argument possibly has merit if applied to the average salon, operating as a booth rental facility, with no Workers' Compensation Insurance for their <u>booth renters</u>. This argument is not applicable to IAS, because IAS is not in the business of renting booths. IAS is in the business of providing instruction to cosmetology students, and as a function of that service, offer salon services to the public.

#### Devices Modifying Liability Void:

Pursuant to NRS 616B.609, an employer cannot waive their liability through a written contact, and any such contract is void.

#### NRS 616B.609 Devices modifying liability void; exception.

- 1. Except as otherwise provided in subsection 2:
- (a) A contract of employment, insurance, relief benefit, indemnity, or any other device, does not modify, change or waive any liability created by chapters 616A to 616D, inclusive, of NRS.
- (b) A contract of employment, insurance, relief benefit, indemnity, or any other device, having for its purpose the waiver or modification of the terms or liability created by <u>chapters</u> 616A to 616D, inclusive, of NRS is void.
- 2. Nothing in this section prevents an owner or lessor of real property from requiring an employer who is leasing the real property from agreeing to insure the owner or lessor of the property against any liability for repair or maintenance of the premises.

[25:168:1947; 1943 NCL § 2680.25]—(NRS A 1989, 1245)—(Substituted in revision for NRS 616.265)

#### Unemployment Insurance, NRS 612

It has been brought to my attention there may still be questions relating to whether IAS's instructors are exempt from Unemployment Insurance (UI).

Below I have provided a brief overview of why IAS is also required to report wages for Unemployment Insurance benefits. I have no provided a detailed analysis, because the issues at hand are virtually indistinguishable. There are some differences in case law, however the differences only further the point that UI is also required. A more detailed analysis can be provided.

NRS 612.085 "Employment": Services deemed employment unless specific facts shown. Services performed by a person for wages shall be deemed to be employment subject to this chapter unless it is shown to the satisfaction of the Administrator that:

1. The person has been and will continue to be free from control or direction over the performance of the services, both under his or her contract of service and in fact;

As previously discussed, the instructors are required to maintain records in a particular format, and expected to perform in conformance with NRS 644 and NSBC, therefore the performance of their services is controlled by IAS.

2. The service is either outside the usual course of the business for which the service is performed or that the service is performed outside of all the places of business of the enterprises for which the service is performed; and

Teaching at a school is performing a service <u>within</u> the usual course of the business. All instruction occurs on the IAS premises. IAS does not meet either criterion for this section.

3. The service is performed in the course of an independently established trade, occupation, profession or business in which the person is customarily engaged, of the same nature as that involved in the contract of service.

While the instructors are engaged in an occupation which is characterized by licensure, (Cosmetology Instructor) to my knowledge they are not customarily engaged as Instructors. If anything the Instructors are likely to be customarily engaged as cosmetologists (not instructors). Therefore the nature of the trade they are customarily engaged in is <u>not</u> of the same nature as their instructional contract with IAS.

#### Contracts

As with Workers' Compensation, NRS 612.700 specifies an individual cannot waive their rights to Unemployment, and contracts which do so are void.

#### NRS 612.700 Waiver of rights void.

1. Any agreement by a person to waive, release or commute his or her rights to benefits or any other rights under this chapter is void, except an agreement made voluntarily with a state or local agency to withhold money from the benefits to pay support for a child.

#### Page 11

- . 2. Any agreement by any person in the employ of any other person or concern to pay all or any portion of an employer's contributions, required under this chapter from the employer is void.
- 3. No employer may directly or indirectly make, require or accept any deduction from wages to finance the employer's contributions required from the employer, or require or accept any waiver of any right under this chapter by any person in his or her employ.
- 4. Any employer or officer or agent of an employer who violates any provision of this section is guilty of a misdemeanor.



## FILED

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STEVE TUTTLE
RENO AUSTICS COURT
BY

IN THE JUSTICE COURT OF RENO TOW

IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA

STATE OF NEVADA.

RCR 2015

083504

Plaintiff,

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BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL

Defendants.

CRIMINAL COMPLAINT

The State of Nevada, by and through ADAM PAUL LAXALT, Attorney General, and ERIC NICKEL, Senior Deputy Attorney General, upon his knowledge, information and/or belief, complains and charges BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL, the above-named defendants, with having committed the offense of FAILURE BY EMPLOYER TO PROVIDE, SECURE AND MAINTAIN INDUSTRIAL INSURANCE COMPENSATION, a misdemeanor violation of NRS 616D.200(3)(a), within Reno Township, Washoe County, Nevada, committed as follows:

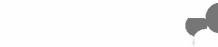
#### COUNTI

# FAILURE BY EMPLOYER TO MAINTAIN INDUSTRIAL INSURANCE COMPENSATION COVERAGE,

a misdemeanor violation of NRS 616D.200(3)(a)

That the defendants, BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL, individually and/or in joint participation, on or between December 31, 2010, and September 2, 2015, did unlawfully, as employers within the provisions of NRS 616B.633, fail to provide, secure or maintain compensation as required by the Nevada Industrial Insurance Act, by engaging one or more employees to facilitate a business or trade known as International Academy of Style, located at 2295 Market

-1-



Street, Reno, Nevada, and failed to maintain industrial insurance coverage for the benefit of their employees.

All of which is contrary to the form, force and effect of the statutes in such cases made and provided, and against the peace and dignity of the State of Nevada.

WHEREFORE, the undersigned complainant requests that a Summons be issued so that the Defendants may be hailed into Court and answer to the charges according to law.

#### AFFIRMATION PURSUANT TO NRS 239B.030

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this & day of September, 2015.

ADAM PAUL LAXALT Attorney General

By:

ERIC NICKEL Senior Deputy Attorney General

Nevada Bar No. 5439

Workers Compensation Fraud Unit 5420 Kietzke Lane, Suite 202

Reno, Nevada 89511

(775) 850-4110

ATTORNEY FOR THE STATE OF NEVADA

Summons

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# (775) 823-9003

#### REDKEN INSTRUCTORS



Ashelee Singer

I've been a cosmetologist for 7 years now and my love for the industry grows even more now that I'm teaching. I've taken many Redken classes, as

well as Pravana and Framesi, I love making people feel better about themselves, it's why I love what I do. Being able to teach that ability to others is truly rewarding. This industry is always changing and you're always learning something new and different and it's amazing how the students give back as much as you give them.



Cheyanna Wolf

I'm an instructor at Redken International Academy Of Style. I have grown up in the industry all my life so becoming at Aesthetician came naturally to me. I have been to several

classes including Dermalogica and PCA, I strive to be a great teacher. I fill the classroom with a fun and exciting learning atmosphere.



Faustine Flamm

I went to Redken international academy of style for cosmetology and later came back to be an instructor. I have now been an

instructor for 2 years and in the salon for almost 5 years. I focus on continuing education and have completed product and technique courses through Redken, Pureology, Sexy Hair, Pravana,



Melissa Wolf

I was born in Reno, NV and I am married with three wonderful children and two beautiful grandchildren. I have been a licensed cosmetologist for 30 years and I am very

passionate about my work. I have always loved hair since a young age, growing up in the environment and learning from my Mother and my Aunt. I have been instructing at Redken

Framesi, along with additional hands on

International Academy of Style for nine years. As an instructor Lencourage students to work their hardest and learn how rewarding this business can be. Some of my talents include being a Master Color Specialist and Linave worked with, Toko Magico, J. Beverly Hills, Wella, Dermalogica, and PCA. Lam proud to be in this business and have earned so much from this career.



cutting/coloring/styling classes

#### Meledie Wolf

This is a little bit about myself, I was born in Reno. NV and ammarried with two children I decided to go to Cosmetology school because I

always wanted to do hair. I was drawn to it at a young age and have been around it my whole life: My mother, Aunt and Grandmother are all cosmetologists. I have now been licensed for 8 years and instructing for 4 years. It is one the most rewarding jobs I have ever had. Making people beautiful and having them leave with a smile when I'm done. As far as teaching, working with all of the students is so much fun. I love giving them all of my knowledge. I have learned more working here than anywhere I have worked before. They challenge me every day. I Have been to countless classes including Redken. Demalogica, PCA, and many others. I continue to grow as I further my career. This is not just a job, it is a lifestyle.



Lisa Pike

I have been a licensed Aesthetician for 20 years and a licensed Instructor of Aesthetics for 4 years 1



#### Charissa Banks

I've always had a passion for Cosmetology, hair is in the spelling of my name. I became an Instructor because there weren't a lot of avenues for Ethnic Hairstyling for

Students and hence I found my niche. I'm well rounded in colors, cuts, nails, skin and the artistry of braids, extensions and dreads. I enjoy sharing the knowledge of our industry to others using an unorthodox approach.



owned my own salon for several years

and decided that I wanted to share my knowledge and become an Instructor of Aesthetics. After attending all of Dermalogica's classes and being certified, I wanted to take more classes. I became certified in eyelash extensions and an expert with Lira products. I enjoy teaching because the knowledge that I have in this field is not matched at any Northern Nevada schools and it is a joy to share it with my students.

(http://cosmetology.nv.gov/)

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#### DID YOU KNOW...

By the end of this year, Cosmetology schools will provide just 70,000 graduates annually while the industry needs a least 150,000 a year to fill open positions. Furthermore, most students entering the salon business upon graduation will assist at minimum wages for at least a year simply because they are not adequately trained. (According to the American Salon Magazines, "Corning Up Short") This statistic is a reflection upon poorly designed, out-dated curriculums, not representative of the curriculum at International Academy of Style. Students studying under our cutting edge curriculum are challenging and changing this national statistic.

#### FREQUENTLY ASKED OUESTIONS

Q: Do you require students to wear a uniform?

A: No, we do not require a uniform. We recognize and respect that this industry has a variety of personalities and styles. We do require that you wear a black apron or black bufton up smock. We want you to look stylish yet feel comfortable in who you are.

Q: Do you require that we sell retail?

A: No, we absolutely do not require you to sell any retail. We do however train you in this area We prefer to keep our students' focus on their education with out adding any pressure to sell retail for the school. We believe selling product is easy if you have the knowledge and the knowledge is what you are in school for.

Q: Do you have someone mixing color for us and controlling products and supplies?
A: No, we believe it to be an invaluable part of your education to learn the hands on skills of mixing the variety of products you will work with in the professional world. Hands on education allows you to learn portion control so when you are a part of the professional world you have already mastered product portions and your waste will be minimal.

Q: Do you only allow us to use Redken Product?

A: While a nice theory the reality of the world is that out in the salon you will use a variety of products to meet the variety of your clients needs. Redken is the primary product that we do use at International Academy of Style due to its' excellence in quality. With that being said we do use other products at our school in conjunction with this product. We also allow you to bring in and experiment with outside professional products with your Education Development Leaders permission. We always want to insure that our loyal clientele are being treated with the highest professional quality products.

Q: When do your classes start?

A: We start new classes the 1st Tuesday of every month.

Q: What are the schools hours of business?

A:

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Our school is open Tuesday through Friday 9:00a.m.-7:30p,m. and Saturdays 9:00a.m. – 5:30p.m.

Q: Are we required to bring in a certain amount of friends or family?

A: No, you are not required you to bring in any clients. We have a long standing and loyal clientele that have come and remained with us due to our superior quality and service. However, if you would like to have family and friends come in as clients they are welcome to. It is always fun for friends and family to enjoy your progress in education and skills.

Q: How can I work my schedule?

A: Because we are also working professionals we understand the need for flexible schedules. You are required to do no less or more than 30 hours a week. The exception to this is if you are an independent pay account, with that financial structure you are allowed to do no less than 30 hours a week but you can clock up to 48 hours a week to graduate earlier. Your 1st hour every day must be Theory, this is a state law, which means that your days will start at either 9:00a.m. or 12:00p.m. The Theory classes are 9:00a.m.-10:00am and 12:00p.m.-1:00p.m. You can attend up to 10 hours per day. If you do not have a job you are required to attend on Saturdays. So you set your schedule as long as it meets those requirements.

Q: Do I need to supply the product to learn and work on clients while I am in school?

A: No, you do not need to buy any product to use on the school clientele. All implements, tools and supplies needed for the course will be supplied by International Academy of Style. Your education is number 1 at International Academy of Style and will never take a back seat to anything.



#### SCHEDULE OPTIONS

#### SCHOOL HOURS FOR STUDENTS

Tuesday through Friday 9:00 am to 7:30 pm Saturdays 9:00 am to 5:30 pm WE ARE CLOSED SUNDAY AND MONDAY

The 1st hour of any students day needs to be Theory. Theory hours are 9:00am to 10:00am and 12 noon to 1:00pm, All students must attend theory every day that he/she attends school. No one is allowed to clock in late for theory. A full hour is required.

SO...... With that being said our students have the flexibility to make their schedule that best works for them as long as it follows the following rules:

- 1. Your 1st hour of any day is Theory.
- Saturdays are required unless you work. If you work you will need to provide a schedule or letter from your boss.
- 3. If you are financial aid you can do no less than 30 hours a week and risk the loss of some financial aid if you do more.
- 4. If you are a self paying student you can do no less than 30 hours a week and all the way up to 48 hours a week.
- 5. If you are sick a day you are allowed to have more than a 30 hour week to make up for your missed time.

The choice is yours our students have a variety of schedules. For example you could do:

- 3 10 hour days
- 4 7 1/2 hour days
- 2 10 hour days and 2 5 hour days

You get to make the schedule as long as it meets the rules!

#### MONTHLY START DATES

A new class for Cosmetology, Hair Design, Aesthetician and Nail Technology starts the first Wednesday of every month. Orientation is the Tuesday before the first day of class.

#### HOLIDAYS

IAS IS CLOSED FOR THE FOLLOWING HOLIDAYS
Memorial Day
Christmas-New Years Week



Fourth of July Labor Day Easter Weekend Thanksgiving Nevada Day

When a holiday falls on a Friday, the Saturday following may be an extra day off. Students are required to make up all tests and theory work that is missed due to absence on the first day that they return to school.



#### DISPENSARY

#### COLOR, LIGHTENERS, BACK BAR, AND HAIR CARE PRODUCTS

The best way to prepare students for the salon environment is to provide them with a wide array of products for them to work with:

At International Academy of Style we are proud to carry all of the Redken color lines. We keep a supply of 24 of each color at all times:

In the permanent color lines we carry:

- · Color Gels (over 35 shades)
- Fashion Gels (3 shades), Color Fusion (over 60 shades)
- Cover Fusion (20 shades)
- · Fashion Fusion (20 shade)
- High Fusion (6 Shades), Extra Lift Fusion (6 shades)
- · Clear Fusion, Chromatics which is 2X fortified with oils for less damage (40 shades)
- Fashion Chromatics (6 shades)
- · Clear Chromatics
- · Shades EQ Creams (25 Shades)
- and Shades EQ Extra Cover (15 shades).

In our Demi-permanent color we carry Shades EQ Gloss (30 shades), and Shades EQ Clear Gloss.

We now carry the new Blonde Idol which has High Lift Colors (6 Shades) and Hair lightener.

Students have the option of using any one of our Hair lighteners such as

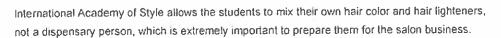
- · Blonde Idol Up to 7 (which lifts 7 shades)
- · Flash Lift (which is a quick lifting bleach)
- Blonde Icing (which comes with or without Ammonia)
- · and our High and Extra Lift colors.

Students have all of the Redken Shampoos to work with, which include Color Extend, All Soft, Extreme, Clean Brew (for Men), Blonde Idol, and Hair Cleansing Cream.

They also have all of the Redken conditioners (20 kinds) to use for all types of hair.

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~~ 773 <sub>JA1448</sub>



Our students are given all of the Redken Hair Care products to work with on their clients. They can choose from over 50 different hair care products.

Redken is the number one product line in the industry.

Students are also welcome to learn other product lines while in school, Redken is the primary product line used.



#### **EDUCATION**

The desire of International Academy of Style is to reach all students and equip them with the skills they need to be successful in the professional industry of cosmetology to mentor students to have a command of skills so they can make a positive difference in the world. These goals may seem optimistically fanciful and idealistic, but we truly believe if we set our bar high we will reach the top. Our goal is to create passion in the classroom so our students are excited and empowered with the energy the industry provides. One way to influence all students is to utilize a variety of teaching strategies to account for multiple learning styles.

We encourage student-centered hands-on learning activities. This means that students become knowledgeable and experienced in their abilities. Central to our curriculum is the notion that theory and practice are commingled activities. Student should be inspired by what they learn. By the time they graduate from the International Academy of Style's Reno Campus they will feel confident in using the skills & techniques they have acquired. And ultimately find success where ever their destiny takes them. We envision ourselves as the electricity that enables light bulbs to go on in our students' minds.

Our goal is not to teach our students what to think but rather how to think for them selves. It is the difference between giving a man a fish and teaching him how to fish. We teach the how.

## BEFORE YOU DECIDE

BEFORE YOU DECIDE WHAT SCHOOL TO ATTEND ASK QUESTIONS

#### THERE ARE MANY FACTORS IN CHOOSING A SCHOOL, INCLUDING:

Quality of Education

Hands on Experience

Location

Cost

#### **DUALITY OF EDUCATION**

- 1. How long have you been in the Education industry?
- 2. What is your experience?
- 3. How many teachers do you have?
- 4. What is the pass/fail rate?
- 5. Have you had any students file complaints with the State Board of Cosmetology? If yes....
  - a.) What were the complaints?
  - b.) Are there any complaints awaiting disciplinary action?
- 6. What is your retention rate?

#### LOCATION

- 1. Is the location easy to find and get to?
- 2. Is the location safe?

#### HANDS ON EXPERIENCE

- 1. Does the location attract a clientele to work on?
- 2. How many clients does the school have?
- 3. What products are available for use in the school?
- 4. Can the students work on each other?

#### COST

- 1. What are the PROS and CONS to each school?
- 2. Is the price difference because the education is different?
- 3. What do I get for my money?
- 4. Where did the students look the most happy and busy?
- 5. Do you require we bring a clientel?
- 6. Do you make us sell retail products?

(http://cosmetology.nv.gov/)

Nevado State Board of

## Cosmetology

NV Agencies (http:///www.nov/gency/department/) http:///www.nov/gency/department/) hoss (http:///nv.gov/employment/) About Nevada (http:///nv.gov/about/)

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Bonnie Schultz is on Facebook.

To connect with Bonnie, sign up for Facebook today.

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## **Bonnie Schultz**

Friends Photos Videos

## About Bonnie Schultz

WORK

International Academy of Style
Owner/Instructor 1998 to present Reno, Nevada

Cosmetology

**US Navy Reserve** 

SKCS/Refired | February 1984 to February 2004

EDUCATION

Lincoln County High School

Class of 1961 Panaca Nevada

Truckee Meadows Community College

General Education Psychology/Sociology Reno Navada

General Education Degrae

CURRENT CITY AND HOMETOWN

Reno, Nevada Current city

Reno, Nevada

ABOUT BONNIE

Lincoln County High School General Education Degree **Photos** 

See More Photos

Others Named Bonnie Schultz

Bonnie Schultz

Bonnie Schultz

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Bonnie Schultz

Bonnie Schultz



Bonnie Schultz

See more people named Bonnie Schultz

Others With a Similar Name

Bonnie Bailey

CONTACT INFORMATION

No contact info to show



Retired United States Naval Reserve Co-owner Redken International Academy of Style

#### FAVORITE QUOTES

Just Sayin

#### **Favorites**

Books



Movies



Queen

Television



The Valce

Sports Teams



San Jose Sharks

Activities



interests

Golf and a Good Book

Other

Brian Sendoval, Dean Heller, Got Your 6, Beauty by Heather Diffacto.
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Carrier Information Reports

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Email or Prions Password Login



### About Charissa Banks

CURRENT CITY AND HOMETOWN



Reno, Nevada Current city



Oakland, California Homelown

ABOUT CHARISSA

Work Smarter, Hustle Harder

42 years of age four kids. Cosmetology Instructor at Redken International Academy of Style Plays the Clarinet Have my own Hair Styling business(CHAR'S CHARADES) Likes to travel likes to eat A fan of the Culinary Arts Member of Perfect Peace Church and sings in the Choir, Likes sun flower seeds, and green tealand Likes jewelry (Gold Diamonds and Jades)

**FAVORITE QUOTES** 

Work Smarter, Hustle Harder

### **Favorites**

#### **Photos**

ting in or Creaks an account to see photos of Charissa Banks

Login into Facebook

Create New Facebook Account.

### Others Named Charissa Banks



Charissa Banks



Charissa Banks

See more people named Charissa Banks

#### Others With a Similar Name



Cody Banks



Vicky Banks Brann



City of Reno Business License Search

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For official records and action taken upon business licenses, please contact the City of Reno Business Licensing Division at 775-334-2090.

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Policy

Carrier Information Reports

### **Policy & Carrier**

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## CERTIFICATE OF LIABILITY INSURANCE

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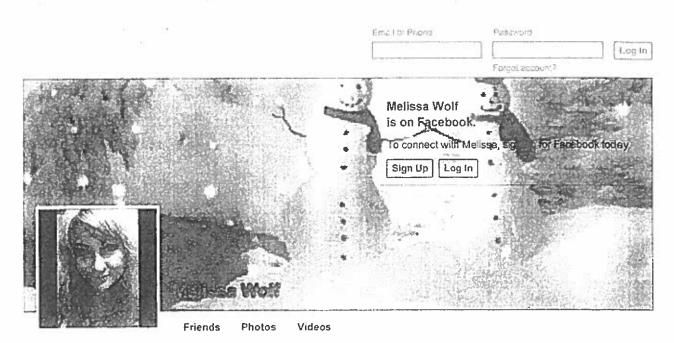
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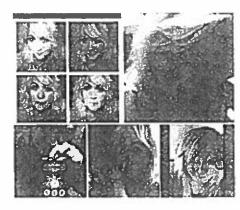
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Melissa Wolf



Melissa Wolf



Melissa Wolf McMahon



Melissa (Padang punya)











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Assad Shalhoub

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os Angele Rams

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InStyler Ireland & UK, Goddass Salon, Nails 2 Die For, I Love Rock in Roll, Sonta Cruz Guitar, Native Animais, NeglosPatty, Lauh OUT, Genre's Closet, Author M Robinson, Telegraph Coffee & Tap. I Love wolves, Buddhism, McSwain Guitars, Sage Goddess and more See more people named Melissa Wolf

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Melissa Lecoche



Melissa Evans Harper



Melissa'Wu Alvarez Mendoza

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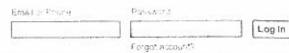
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### **About Meledie Wolf**

WORK

Redken IAS Instudior 2006 to present

Redken International Academy of Style Education In 2012

EDUCATION

Wooster High School Class of 2007 Reno Nevada

CURRENT CITY AND HOMETOWN



Reno, Nevada Current city

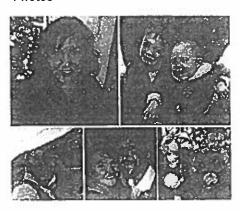


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Niko Wolf



Wolf Man



Marissa Wolf





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For official records and action taken upon business licenses, please contact the City of Reno Business Licensing Division at 775-334-2090.

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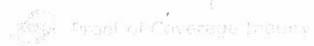
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Carrier Information Reports

# **Policy & Carrier**

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Policy Nbr 02WECEL1194 Primary Insured Name LAROSA AMBER Carrier Code 19566

Policy Eff Dt 11/01/2016

Policy Exp Dt 11/01/2017

Note: The class code, exposure, and premium information displayed on this page are reported on an estimated basis.

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For official records and action taken upon business licenses, please contact the City of Reno Business Licensing Division at 775-334-2090.

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Amber LaRosa is on Facebook.

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### **About Amber LaRosa**

WORK

Redken International Academy of Style

Admissions/Financial Aid · December 2012 to present · Reno, Nevada

Walmart

Pharmacy Supervisor - January 2008 to July 2011

**EDUCATION** 

**Torrington High School** 

Class of 1990 - Tornngton, Connecticut

**CURRENT CITY AND HOMETOWN** 

Fernicy, Nevada

Current city

La Puente, California

Hometown

OTHER PLACES LIVED



Bullhead City, Arizona

Moved in September 2011

#### **Photos**



See More Photos

#### Others Named Amber LaRosa



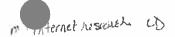
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Amber LaRosa

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BRIAN SANDOVAL

WCS Contact Information (775) 684-7282 Fax: (775) 689-2194 dir.nv.gov STATE OF NEVADA



BRUCE H. BRESLOW Director

JOSEPH "JD" DECKER
Administrator

CHARLES J. VERRE Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS

WORKERS' COMPENSATION SECTION
4600 Kietzke Lane, Suite F-151
Reno, Nevada 89502

December 14, 2016

B SCHULTZ & L CASTEEL 2295 MARKET ST RENO NV 89502

Insurance Carrier:

RIVERPORT INSURANCE COMPANY

Policy No:

NVARP301842

Re: IMMEDIATE ATTENTION REQUIRED TO PREVENT STATE ACTIONS

Dear Employer:

'The Division of Industrial Relations has been informed that your workers' compensation account was canceled on December 1, 2016. In accordance with NRS Chapter 616, the Workers' Compensation Section (WCS) of DIR is tasked with ensuring that all Nevada businesses who employ at least one employee provide workers' compensation insurance to its employees, without a break in coverage at any time.

This notice requires your urgent attention and response. Immediately after receiving this letter, you must contact this office to either inform us that you do have an existing and in force workers' compensation policy; provide proof that such a policy exists or that you now have such a policy in force; or inform us that you do not have any employees.

NRS 616D.110 entrusts the WCS with the authority and duty to order all business operations to cease until workers' compensation coverage has been obtained or reinstated. Failure to meet this State of Nevada mandate could also result in action taken by the Nevada Attorney General's Workers' Compensation Fraud Unit, including criminal prosecution of an employer for failure to obtain or maintain workers' compensation coverage. In addition to criminal prosecution, NRS Chapter 616D.200(1) authorizes the WCS to collect a premium penalty from employers that failed to obtain or maintain mandatory workers' compensation insurance; the penalty is calculated as the amount of premium that should have been paid, not to exceed six years, plus interest. If the Attorney General declines to prosecute, NRS 616D.120(5) allows the WCS to issue an administrative fine, not to exceed \$15,000. In addition to these sanctions, if an employee is injured or suffers an occupational disease during the time period in which a business does not have workers' compensation coverage and the employee's claim is assigned to the Uninsured Employers' Claim Account, the WCS is entitled to recover reimbursement for medical expenses and compensation funds, administrative fees, costs, attorney fees, and interest under NRS 616C.220(5), (11).

Therefore to stop any action on the State's part, we must immediately receive the following: 1) A binder or declaration/information page, 2) a reinstatement notice, or 3) a reason for cancellation. If the reason for cancellation is due to 'out of business' or 'no employees', please provide the last month, date, and year you had employees working in Nevada. You must fax the requested information to (775) 689-2194 within 7 days of date of this letter or a Stop Work Order will be issued and all business operations will cease until workers' compensation coverage is in place. Please include a telephone number where you can be reached. Should you have any questions please contact me by email at <a href="mailto:ldayton@business.nv.gov">ldayton@business.nv.gov</a> or (775) 688-3743.

Respectfully, Lisa Dayton sg Enforcement Investigator

October Rev. Science

# Prkers' Compensation Sect Telephone Memo

			12 20 16
		Time:_	340
	TOUFROM: Katrina		
4	COMPANY: Reeso, Kintz, Guinasso Atty's @ law		
	TELEPHONE #: 832-6800 Direct line 335-2368		
	RE: L'asteel - Internal Academy of Style		
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Compliance Audit Investigator II

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Lisa Dayton

#### Lisa Dayton

From:

Katrina Torres < KTorres@rkg awyers.com>

Sent:

Tuesday, December 20, 2016 4:05 PM

To:

Lisa Dayton

Cc:

Jason Guinasso

Subject:

Loni Casteel and International Academy of Style

Attachments:

2016.12 20. IAS. liability certs.pdf

Good afternoon Lisa, I could not get the fax to connect so here are the forms I wanted to send to you. Let me know if you need anything elser nd I wil-e t back to you upon my return next Thursday. Thank you!

KATRINA TORRIA FEGAL ASSISTANT KERRIS & KGLAWA RECOM MANAKKE ANYTRS COM

\*\*PUEASE NOTE NAME AND EMAIL ADDRESS CHANGE, THANK YOU!



p. 775 832.6800 f. 775.201 9611

190 W. Hullaker Lane, Suite 402 Reno, Nevada 89511

936 Southwood Blvd., Suite 301 Incline Village, Nevada 89451

2300 W. Sahara Ave., Suite 800 Las Yegas, Nevada 89102

\*Please Not+ \*

The information contained in this E-ma I and/or attachments may contain protected health, level very privileged to one was cost ential information intended only for the use of the tudovidual(s) named above. If you, the reader of this message, are not the intended recipion, who is a reby note of at you may not further disseminate, distribute, disclose, copy or forward this message or any of the content herein. If you have received this formal intended to please not to the send in monedately and delete the original.



## **FAX COVER SHEET**

DATE:	12/20/16
TO:	Lisa Dayton, DIR
FAX #:	(775) 689-2194
FROM:	Reese Kintz Guinasso, LLC
RE:	B Schultz & L Casteel, Policy No. NVARP301842
NUMBER OF PAGES (including cover sheet):	9
CC:	File
*Please Note*	Dear Lisa,  Regarding the referenced matter, please find the attached forms. I look forward to hearing from you after 12/28/16. Thank you very much for your assistance!  Respectfully, Katrina Torres ktorres@rkglawyers.com (775) 832-6800 office (775) 201-9611 fax  The Information contained in this facsimile may contain protected health, legally privileged, or otherwise confidential information intended only for the use of the Individual(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you may not further disseminate, distribute, disclose, copy or forward this message or any of the content herein. If you have received this E-mail in error, please notify the sender immediately and delete the original.

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## CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 10/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T	THIB
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ACORD 25 (2015/03)

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ACORD 25 (2018/03)

INTERNATIONAL ACADEMY OF STYLE

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## Calculate Duration Between Two Dates - Results

From and including: Thursday, December 1, 2016 To and including: Friday, December 30, 2016

## Result: 30 days

It is 30 days from the start date to the end date, end date included

## December 2016

30 days included Sur V # F.s. Wed 15. Fn Sat 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 -

= Fest day iscluded (Dec 1, 2016)

= Last day included (Dec 35, 2016).

## Make a New Calculation

- Make accestment and calculate again
- Start again with a new calculation between two other datas.
- New calculation, with both date and time included.



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## Alternative time units

30 days can be converted to one of these units:

- 2,592,000 seconds
- 43,200 minutes
- 720 hours
- 30 days
- 4 weeks and 2 days
- 8.20% of 2016

## Lisa Dayton

From:

Katrina Torres < KTorres@rkglawyers.com>

Sent:

Thursday, December 29, 2016 9:22 AM

To:

Lisa Dayton

Cc:

Jason Guinasso

Subject:

Re: Loni Casteel and International Academy of Style

Attachments:

FW: International Academy of Style; 2015.04.30. IAS. Itr frm Loni to DETR.pdf

Review these attachments and let me know if you need anything else:) Thank you!

KATRINA FORRES LEGAL ASSISTANT KIORIT SWRKGLAW YERS.COM WWW.RKGLAW YERS.COM

\*\*PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE, THANK YOU!



p. 775.832.6800 f. 775.201.9611

190 W. Huffaker Lane, Suite 402 Reno, Nevada 89511

936 Southwood Blvd., Suite 301 Incline Village, Nevada 89451

2300 W. Sahara Ave., Suite 800 Las Vegas, Nevada 89102

\*Please Note \*

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On Dec 27, 2016, at 10:31 AM, Lisa Dayton < Idayton a business.nv.gov > wrote:

Katrina,

I know you are out of the offi ...ntil at least the 29<sup>th</sup> of December, but I the ...ht I better send this while I was thinking of it.

You mentioned there was a formal agreement with DIR as to independent contractors associated with Loni Casteel and International Academy of Style. I have been unable to locate such an agreement, would you have a copy?

Or maybe some additional information so that I may be able to locate.

Thank you for your assistance and I looking forward to resolving this matter with you.

If you have any questions, or require additional information, please do not hesitate to contact me. Sincerely,

Lisa Dayton

Compliance/Audit Investigator
Workers? Compensation Section
State of Nevada. Division of Industrial Relations
4600 KietzkeLane. Ste F-151
Reno, NV 89502

Phone: (775) 688-3743 Fax: (775) 689-2194

E-Mail: <u>ldavton@business.nv.gov</u> http://dir.nv.gov/WCS\_Home/

CONFIDENTIALITY NOTICE: THIS MESSAGE AND ANY ATTACHMENT(S) IS FROM THE NEVADA DIVISION OF INDUSTRIAL RELATIONS WORKERS? COMPENSATION SECTION AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION THAT MAY BE PRIVILEGED, CONFIDENTIAL, AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. This email should not be considered to be on electronic signature or on official opinion from the Nevada Division of Industrial Relations, unless otherwise indicated in the body of the email.

From: Katrina Torres [mailto:KTorres@rkglawyers.com]

Sent: Tuesday, December 20, 2016 4:05 PM

To: Lisa Dayton < ldayton@business.nv.gov >
Cc: Jason Guinasso < JGuinasso@rkglawyers.com >
Subject: Loni Casteel and International Academy of Style

Good afternoon Lisa, I could not get the fax to connect so here are the forms I wanted to send to you. Let me know if you need anything else and I will get back to you upon my return next Thursday. Thank you!

KATRINA TORRES LEGAL ASSISTANT KIORRES @RKGLAWYEFS.COM WWW.RKGLAWYERS.COM

\*\*PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE, THANK YOU!



p. 775.832.6800 f. 775.201.9611

190 W. Huffaker Lane. Suite 402 Reno. Nevada 89511

936 Southwood Blyd., Suite 301 Incline Village, Nevada 89451

2300 W. Sahara Ave., Suite 800 Las Vegas, Nevada 89102

#### • Please Note \*

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JA1513

#### 4/30/2015

To whom It may concern,

Please find the enclosed forms that will bring international Academy of Style current and paid in full up to the closing date of the account.

On October 29 2014 an informal hearing was attended by DETR representatives, to include Tom Susich, and International Academy of Style and counsel for International Academy of Style. At this hearing it was agreed that all penalties would be walved but the interest was due by law and could not be walved.

Below please find a copy of the email to confirm the date of October 29, 2014 for the informal hearing.

Thank You

Loni D Casteel

international Academy of Style

### Good morning, Crystal:

Thank you for your email. Of the dates you have provided, Tom Susich is available on October 29th. He is currently waiting to hear from our clients to see if they, too, are available on that date. In the meantime, we have currently blocked out that date on his calendar.

I will keep you posted as soon as we hear more.

Sincerely,

Show C. Jalos
SHERI C. IHLER [formerly Hornsby]
Legal Research Assistant I
State of Nevada, DETR/ESD
Office of Legal Counsel
1325 Corporate Boulevard, Suite C
Reno, NV 89502
(775) 823-6673

(775) 823-6691 - Fax SCHornsby@nvdetr.org

From: Crystal Willis [mailto:crystal@guinassolaw.com]
Sent: Friday, September 26, 2014 1:16 PM
To: Sheri Hornsby

Subject: Re: Hearing on Petition for Readjustment

Hi Sheri,

The dates below work for our client: October 15, 16, 28, 29, 30.

Have a great weekend!

Crystal

Crystal R. Willis, Esq. Attorney at Law

**Employment Security Division** 

Contributions Section 500 E. Third Street Carson City, NV 89713-0030 https://uitax.nvdetr.org (775) 684-6330

Quarter: 2014/1 Quarter Ending: 3/3/14

Employer Account: 027374800

Delinquent After: Federal ID Number:

BOND FACTOR: 0.29 & = 00009

International Heading of Styles 2095 Market St Dino NY 89502

Quarterly Bond Contributions Report

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report) If LINE 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.		36.598
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0029
3. BOND CONTRIBUTIONS AMOUNT DUE	=	10613
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (if applicable)	-	6
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	0
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH	LATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	12.72
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	118 85

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due. Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- · Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are not available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name:

Telephone Number: 23-823-9065

Date: **BR Rev 2-15** 

841

## Employment Security Division

Contributions Section
500 E. Third Street
Carson City, NV 89713-0030
https://ultax.nvdetr.org
(775) 684-6330

Quarter: 201/2 Quarter Ending: 6/30/14

Employer Account: 007374800

Delinquent After: Federal ID Number:

BOND FACTOR: 0.29 % = 0.0029

Employer/DBA/Mailing Address

Forterwal word Ideaching of Style

2295 Market St

## **Quarterly Bond Contributions Report**

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report) If LINE 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.		33 800.32
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0000
3. BOND CONTRIBUTIONS AMOUNT DUE	æ	98.02
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	6
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	0
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH L	ATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	882
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	106 84

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due.
   Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are <u>not</u> available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name:

Loni (ps/es)

Telephone Number: 275-823-9003

Date:

BR Rev 2-15

## **Employment Security Division**

Contributions Section 500 E. Third Street Carson City, NV 89713-0030 https://ultax.nvdetr.org (775) 684-8330

Quarter: 204/3 Quarter Ending: 9/30/ Employer Account: 0275 Delinquent After: 11/3/19

Federal ID Number:

BOND FACTOR: 1,29 2 = 11.0029

Employer/DBA/Mailing Address Juternaland Bending of Shyle 2295 Woelst St Rero NV 8552

## **Quarterly Bond Contributions Report**

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report If LINE 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.	)	29987
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	х	0029
3. BOND CONTRIBUTIONS AMOUNT DUE	=	86 56
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	•	6
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	0
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH	LATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	5-00
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	9218

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due. Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are not available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name:

Telephone Number: 275-823-900-3

**BR Rev 2-15** 

Date:

	Time: 9:40
TO/FROM: Katring	
COMPANY: R-K-G LOW FICH	
TELEPHONE #: 83 2-6800	
RE: Interpotional Academ	y of Estyle B. Frhultz dl. Castai
Explained I do not work for D	
Is there a formal agreement with	TR?
From my received doesn't appear 41	ese individuals meet the Independent
Contractor exiteria.	
Katrina will send over another	email of position statement
12/20/16 - went to are for mently props	ordnig, is view file with Separition
grayin Colonies. Topux Ords	
contray and to firm Guinasso into	ming him a policy was required or
a 500 would be placed townson.	
12/30/16. Swo proted	
12/30/10- A birder was received if	beefive 12:01 Am 12/31/16 - accessed prontsom
to remove 5400.	

Lisa Dayton
Compliance Audit Investigator II

Date: 12/29/14

#### Lisa Dayton

From:

Katrina Torres < KTorres@rkglawyers.com>

Sent:

Thursday, December 29, 2016 9:51 AM

To:

Lisa Dayton

Cc:

Jason Guinasso

Subject:

Re: Loni Casteel and International Academy of Style

Attachments:

2014.05.09.IAS.Position statement to AG.pdf; 2014.03.21.IAS. Letter from Attorney

General.pdf

KATRINA FORRES LEGAL ASSISTANT KTORRES ÆKKGLAWYERS.COM WB W.R.KGLAWYERS.COM

\*\*PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE, THANK YOU!



p. 775.832.6800 f. 775.201.9611

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1

On Dec 27, 2016, at 10:31 AM, Lisa Dayton < <u>Idayton a.business.nv.gov</u>> wrote:

Katrina,

845

I know you are out of the off antil at least the 29th of December, but I the ght I better send this while I was thinking of it.

You mentioned there was a formal agreement with DIR as to independent contractors associated with Loni Casteel and International Academy of Style. I have been unable to locate such an agreement, would you have a copy?

Or maybe some additional information so that I may be able to locate.

Thank you for your assistance and I looking forward to resolving this matter with your

If you have any questions, or require additional information, please do not hesitate to contact me. Sincerely,

Lisa Dayton

Compliance/Audit Investigator Workers? Compensation Section State of Nevada, Division of Industrial Relations 4600 Kietzkef.ane, Ste F-151 Reno, NV 89502

Phone: (775) 688-3743 Fax: (775) 689-2194

E-Mail: <u>Idayton@business.nv.gov</u> http://dir.nv.gov/WCS/Home/

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From: Katrina Torres [mailto:KTorres@rkglawyers.com]

Sent: Tuesday, December 20, 2016 4:05 PM
To: Lisa Dayton < <a href="mailto:ldayton@business.nv.gov">ldayton@business.nv.gov</a>
Cc: Jason Guinasso < <a href="mailto:JGuinasso@rkglawyers.com">JGuinasso@rkglawyers.com</a>
Subject: Loni Casteel and International Academy of Style

Good afternoon Lisa, I could not get the fax to connect so here are the forms I wanted to send to you. Let me know if you need anything else and I will get back to you upon my return next Thursday. Thank you!

KATRINA TORRI S LEGAL ASSISTANT KTORRES RKGLAWYERS.COM WWW.RKGLAWYERS.COM

\*\*PLEASE NOTE NAME AND EMAIL ADDRESS CHANGE, THANK YOU!



p. 775.832.6800 f. 775.201.9611

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May 9, 2014

VIA U.S. MAIL AND EMAIL @ dvalerio a ag.nv.gov (without enclosures)

Daniell Valerio Criminal Investigator Nevada Attorney General's Office Worker's Compensation Fraud Unit 5420 Kietzke Lanc, Suite 202 Reno, NV 89511

> Re: International Academy of Styles' Position Statement Concerning the Investigation into Alleged Workers' Compensation Fraud / Failure to Maintain Workers' Compensation Coverage

Dear Investigator Valerio:

As you are aware, our firm has been retained by the International Academy of Style ('IAS") to represent its interests in the above-referenced matter. It is our understanding that you are conducting a criminal investigation into whether IAS failed to obtain workers' compensation coverage for alleged employees of IAS. Specifically, you are investigating whether IAS is required to maintain workers' compensation coverage for its Independent Instruction Contractors (hereinafter referred to as "Consultants").

For all the reasons set forth in detail below, IAS is not required to maintain workers' compensation coverage for its Consultants because they are independent contractors who also meet the "independent enterprise" test under Nevada law exempting them from the definition of "statutory employee" for purposes of the Nevada Industrial Insurance Act ("NIIA"). Moreover, even if the Consultants did not meet the "independent enterprise" test under Nevada law, any finding of criminal wrong-doing under these facts would violate IAS' due process rights based on its reasonable reliance on government audits over the past 15 years as to the proper classification of its Consultants, the industry standard of salon owners and its contractors on which IAS' business model is based, and the absence of any legal authority, case law, advisory opinions, etc. putting IAS on clear notice that its conduct violates Nevada criminal law.

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Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 2 of 9

Based on the foregoing as set forth in detail below, IAS respectfully requests that you determine no fraud has been committed and no workers' compensation coverage is required for its independent Consultants.

#### I. FACTUAL BACKGROUND

IAS is an educational facility providing instruction in the areas of cosmetology, hair design, aesthetics, and nail technology. IAS uses independent contractors who serve as Consultants to assist in educating students in all fields of cosmetology and the recording and tracking of student grades and attendance. IAS has no employees who fulfill the same or similar services as the Consultants.

Consultant services are not integral to the operation of IAS, but rather are provided as an added benefit to IAS students to expose them to a broad range of experience, expertise and techniques in the various areas of instruction. IAS can operate without the use of Consultants. In fact, IAS' business model was designed similar to that of salon owners and their independent contractors (hereinafter "booth renters").

Each Consultant voluntarily enters into a contract with IAS for the performance of their services. In that regard, Consultants execute an Independent Instruction Contractor Contract (hereinafter "Agreement" or "Agreements") governing the nature of the relationship between IAS and the Consultants. (Exhibit A, Consultant Information).

Pursuant to the Agreement, Consultants acknowledge that they are in compliance with all City, State and federal laws required of independent contractors in this field. Consultants further acknowledge that the Agreement in no way acts as a non-compete agreement or binds them solely to providing instruction services to IAS. In fact, Consultants are able to contract their services outside of IAS while also providing services to IAS students under the Agreement, and Consultants expressly acknowledge that IAS is not their sole source of income. Most Consultants work in salons as their main source of income.

Importantly, the Agreement sets forth, and the Consultants expressly acknowledge, that they are in full control of educating the students and keeping the records. Said records must comply with the standards and policies of the Board of Cosmetology, a third-party accrediting/licensing agency, but otherwise are not required to comply with any standard or policy set forth by IAS. Additionally, in the event a Consultant needs assistance to fulfill his or her obligations under the Agreement, he or she must employ his or her own assistant; IAS does not provide assistance for Consultants.

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Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 3 of 9

Pursuant to the Agreement, Consultants have full control over the days and number of hours they intend to provide services to IAS students. Consultants provide services when they want to provide services. They also set their own billable hourly rates (similar to how billable hourly rates are set by attorneys) and Consultants essentially bid for open spots/chairs when space becomes available. After services are performed, Consultants provide invoices to IAS for payment pursuant to the Agreement. Part of each student's tuition at IAS includes a percentage set aside that is used for payment to Consultants for their services to students. In the event the student withdraws prematurely from IAS prior to completing a program and that student is entitled to a refund of any tuition monies, any monies set aside for payment to Consultants is also refunded to the student as part of their tuition reimbursement.

Similar to booth rental fees in salons, Consultants are charged a rental fee of \$2.00 per hour to rent a chair in IAS' facility. Consultants are provided the opportunity to provide additional services in lieu of payment for said rental fees. Consultants are also responsible for providing their own business supplies and tools used for their services and IAS does not reimburse them for any business-related expenses. Although Consultants perform services on IAS premises, similar to services provided by independent cosmetologists who rent/lease space in a salon. Consultants are not limited to providing services on IAS premises; rather, they may also provide services to students off-campus at the Consultants own scheduling and expense.

The Agreement expressly sets forth, and the Consultants acknowledge, that the Consultants are responsible for their own taxes and fees to be withheld and paid for by the Consultants, and that IAS does not provide any benefits under the Agreement, including but not limited to workers' compensation coverage. Finally, in the event a Consultant does not fulfill the terms of the Agreement, IAS has a contractual right to charge the Consultant for any loss suffered as a result of the Consultant breaching the Agreement.

IAS has operated its school under a business model similar to salons in this industry since 1998. Prior to opening the school, IAS owners consulted with attorneys and a consultant to ensure its business model complied with state and federal laws. In fact, the Internal Revenue Service ("IRS") conducted an audit of IAS to investigate whether the Consultants were properly classified as independent contractors. No official finding was issued by the IRS, although, a presumption can be drawn that the IRS did not determine the Consultants were misclassified based on the absence of any finding of misclassification, penalties or fines. The IRS, thus, implicitly found IAS committed no violation of federal tax laws.

Sometime last summer, a former Consultant filed for unemployment benefits after IAS ended her contract due to the Consultant harassing and extorting money from other

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Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 5 of 9

purposes of the NHA. (Exhibit A). And each Consultant expressly acknowledges that IAS is not responsible for worker's compensation coverage under the Agreement and will not provide any such benefit under the Agreement. (Id.).

Accordingly, based on this provision alone. IAS is not required to maintain workers' compensation coverage on the Consultants because they are expressly excluded from the definition of employee pursuant to NRS 616A.110(9)(c). As such, IAS requests that you find it has not committed any workers' compensation fraud and has not violated any laws pertaining to workers' compensation coverage.

B. The Consultants are <u>Independent Enterprises</u> and are not in the Same Trade as IAS.

NRS 616B.603 expressly provides:

- 1. A person is not an employer for purposes of chapters 616A to 616D, inclusive of NRS if:
  - (a) The person enters into a contract with another person or business which is an independent enterprise; and
  - (b) The person is not in the same trade, business, profession or occupation as the independent enterprise.
- The Consultants entered into Independent Contractor Agreements with IAS.

The Consultants meet the definition of independent contractors under Nevada law. For purposes of Nevada's worker's compensation law, an "independent contractor" is defined as a person who renders service for a specified amount of compensation for a specified result, under the control of the person's principal as to the result of his work only and not as to the means by which such result is accomplished. NRS 616A.255. In determining whether an employer-employee relationship exists, the courts apply a five factor test, known as "the control test," giving equal weight to the following factors: (1) the degree of supervision; (2) the source of wages; (3) the existence of a right to hire and fire; (4) the right to control the hours and location of employment; and (5) the extent to which the worker's activities further the general business concerns of the alleged employer. Clark County v. State Indus. Ins. Sys., 102 Nev. 353, 354 (1986). In applying these five factors to the Consultants, each factor weighs in favor of independent contractor classification.

First, IAS does not supervise the Consultants. Rather, IAS merely ensures Consultants comply with the terms of the independent contractor Agreements. Second, the source of payment (wages) to Consultants is student tuition monies set aside

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Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 9 of 9

For all the reasons set forth above, IAS is not required to maintain worker's compensation coverage on the Consultants. Accordingly, IAS respectfully requests that you determine in this investigation that IAS is not guilty of worker's compensation fraud and not in violation of any Nevada law as it relates to the NIIA.

Please let us know if we can provide you with any additional information, including scheduling a conference call or meeting to further discuss IAS' business model and the Agreements with the Consultants. If you have any questions regarding any of the above, please don't hesitate to contact us.

Very Truly Yours,

Jason D. Guinasso, Esq.

Cc: International Academy of Style

Encl: Exhibit A: Consultant documents including Agreements, W-9s

business licenses. Affidavits of Rejection of Coverage,

and pay information Exhibit B: 1099s

190 W. Huffaker Lane, Suite 402 - Reno, NV 89511 - 775-853-8746 (O) - 775-201-9611 (F) www.guinassolaw.com

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# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Altorney General

KEITH G. MUNRO Assistant Attorney General

GREGORY M. SMITH Chief of Staff

March 20, 2014

Jason D. Guinasso, Esq. 190 W. Huffaker Lane, Ste 402 Reno, Nevada 89511

Re: International Academy of Style - Workers' Compensation Insurance Coverage

Dear Mr. Guinasso, Esq.,

I have received your letter of representation for Loni Casteel and the International Academy of Style (IAS).

I am conducting a criminal investigation into the International Academy of Style, and their lack of Workers' Compensation Insurance. When I contacted Ms. Casteel to discuss the matter she informed me she has no employees, only students and instructors whom she considered independent contractors.

As you are aware, employers are required to secure workers' compensation insurance for all workers. Based on the information I have, (IAS is a school, and utilizes the services of teachers) IAS is required to have workers' compensation insurance.

Please provide a detailed explanation of how the business is structured, and the relationship between the instructors and IAS, so a determination can be made regarding whether the IAS has been operating in violation of NRS 616D.200. Assuming the IAS utilizes a standard contract for all instructors, a copy of the current and any past versions of the contract would be useful. Additionally, please provide me with a copy of what would otherwise be considered payroll information for each of the instructors. A single page summary for each year would be sufficient provided it includes the name, social security number, and total cash paid to each instructor. Please provide this information from 2007 through 2013.

It is my understanding the Nevada Employment Security Division has determined instructors for the IAS are employees, for unemployment insurance purposes.

Telephone 775-688-1818 • Fax 775-688-1622 • www ag nv.gov • E-mail aginfo@ag nv gov

Daniell A. Valerio March 20, 2014 Page 2 of 2

If you have any questions or if you need any additional information, please let me know. Thank you for your assistance in this matter, I look forward to hearing from you

Sincerely,

CATHERINE CORTEZ MASTO

Attorney General

Ву:

DANIELL A. VALERIO Criminal Investigator

Workers' Compensation Fraud Unit

775-688-1829

cc: Erick Nickel, Senior Deputy Attorney General

## Lisa Dayton

From:

Jacqui Bohemier

Sent:

Thursday, December 29, 2016 3:59 PM

To:

Lisa Dayton

Subject:

FW: International Academy of Style Additional Information

Attachments:

FW: International Academy of Style; 2016.10.25. IAS. Dismissal Memo.pdf; 2015.01.16.

IAS. Itr and docs to DETR.pdf

Jacqui Bohemier
Enforcement Supervisor
State of Nevada, Division of Industrial Relations
Workers' Compensation Section
400 W. King St, Suite 400
Carson City, NV 89703

Voice: (775)684-7091 Fax: (775)687-3073

E-mail: jbohemier@business.nv.gov

http://dir.nv.gov/WCS/Home/

From: Jason Guinasso [mailto:JGuinasso@rkglawyers.com]

Sent: Thursday, December 29, 2016 3:10 PM

To: Jacqui Bohemier < jbohemier@business.nv.gov>

Cc: Eric A. Nickel <enickel@ag.nv.gov>

Subject: International Academy of Style Additional Information

Hi Jackie -

Please see attached e-mail and letter between my office and DETR regarding the Independent Constructors working with IAS. I understand DETR and DIR enforce different laws governing who is an independent contractor and who is not; however, I would remind you and your colleagues that the reason IAS was investigated by your office a few years ago was because of an unemployment claim filed by an individual who claimed to be an employee, but IAS contended that person was not employee. IAS and DETR settled that matter and worked to establish a business plan (1/15/16 letter) that better established that those working in IAS's building are, in fact, independent contractors.

Please carefully review the materials I have provided to you. Please note that DETR approved the proposed business plan establishing IAS is using independent contractors.

1

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Jason D. Guinasso, Esq.
SHAREHOLDER
jguinasso@rkglawyers.com
www.rkglawyers.com



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January 16, 2015

## VIA EMAIL AND U.S. MAIL

Melanie Maguire, Supervising Auditor II Department of Employment, Training & Rehabilitation Employment Security Division 1325 Corporate Blvd., Suite C Reno, Nevada 89502

> Re: New Business Plan Using Independent Contractors and Request for Advisory Opinion

Dear Melanie:

As requested, below is International Academy of Style's ("IAS") new business plan. This correspondence also serves as IAS' request for an advisory opinion from ESD regarding whether the below business plan and attached Agreements demonstrate that Instructors at IAS are, in fact, independent contractors for purposes of unemployment taxes

## 1. Summary of IAS and use of Independent Instructors

IAS is an educational facility providing instruction in the areas of cosmetology, hair design, aesthetics, and nail technology. IAS has a goal of providing its students with additional, specialized instructions, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature that sets IAS graduates apart from graduates of other cosmetology schools in Nevada. IAS intends to set a high standard in the industry for new beauty professionals entering this industry as graduates of IAS.

In order to meet this goal and attract highly qualified instructors who are current experts in the various fields of cosmetology, and who are up-to-date on current new trends and beauty techniques, IAS hires independent contractors to serve as Instructors who provide this high quality instruction based on each individual Instructor's area(s) of expertise. Most Instructors at IAS still work in salons in addition to providing instructional services for IAS. Some instructors also provide instructional services outside the scope of the Agreement between the Instructor and IAS to non-IAS students.

Importantly, Instructor services provided for under the Agreement are not integral to the operation of IAS, but rather are provided as an added benefit to IAS students to expose them to a broad range of experience, expertise and techniques in the various areas of instruction. IAS can operate without the use of independent Instructors, as the two owners who are licensed instructors and students with provisional licenses issued pursuant to NRS 644.193, meet the requirements of NRS 644.395 to operate IAS. And

936 Southwood Blvd., Suite 301, Incline Village, Nevada 89451 190 W. Huffaker Lane, Suite 402, Reno, Nevada 89511 2300 W. Sahara Ave., Suite 800, Las Vegas, NV 89102

775.832.6800

775.832.6801

info@rkglawyers.com

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either party may terminate the Agreement with ten (10) day written notice, unless the termination is for cause as defined in the Agreement, in which case no notice is required.

## II. Independent Instructor Agreements

IAS' business model was designed similar to that of salon owners and their independent contractors (hereinafter "booth renters"). Like booth renters, each Instructor voluntarily enters into a contract with IAS for the performance of his or her services. Since the third quarter of 2014 and subsequent to the conference on IAS' Petition for Readjustment, IAS has updated its Agreement. The new Agreements, which set forth the nature of the relationship between IAS and the Instructors, since at least October 1, 2014<sup>1</sup>, is attached hereto as Exhibit A.

Instructors acknowledge that IAS is a licensed educational facility under NRS 644.380 and, therefore, Instructors are subject to any standards, policies or procedures set forth by the Board of Cosmetology in the performance of their services, but they are not required to comply with any standard or policy set forth by IAS. If an Instructor needs assistance in fulfilling his or her terms and obligations under the Agreement, such as maintaining records of attendance and grades, purchasing supplies, etc., the Instructor must employ his or her own assistant. Instructors acknowledge and understand that any employees hired by the Instructor are not IAS employees and each Instructor is fully responsible for any insurance, compensation, etc. for his or her own employees.

Instructors are compensated based on the negotiated rate set forth in the Agreement. After services are performed, Instructors provide invoices to IAS for payment pursuant to the Agreement. Instructors bill IAS for their services as they see fit, provided they bill a minimum of once per month in order for IAS to keep accurate records of student accounts. Part of each student's tuition at IAS includes a percentage set aside that is used for payment to Instructors for the specialized services to students. In the event the student withdraws prematurely from IAS prior to completing a program and that student is entitled to a refund of any tuition monies, any monies set aside for payment to Instructors is also refunded to the student as part of their tuition reimbursement.

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<sup>\*</sup>Because quarterly reports were provided as agreed upon through the end of September 2014, the new Agreements provided cover the term of October 1, 2014 through December 31, 2015. However, as explained in the conference, the nature of the relationship as set forth in the new Agreements predates October 1, 2014 and Stacy Slazas' "employment." Thus, although IAS paid employment taxes on Instructors for the periods requested, the Instructors may have also paid their own business fees and taxes and income taxes for same time periods based on their belief that they were operating as independent contragas Southwood Blvd., Suite 301, Incline Village, Nevada 89451

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Chair rental fees are also due once per month, although an Instructor can choose at his or her own discretion to teach other general classes in lieu of the rental fee. No other compensation is provided for the instruction of the general class(s) taught in lieu of the fee and the Instructor has complete discretion on whether they wish to pay the monthly rental fee or teach a class(es).

Instructors are responsible for their own supplies, materials and equipment, other than the rental chair, in providing services to IAS students. IAS provides students with supplies and equipment, which can be used during an Instructor's services. However, if an Instructor desires students to use any supplies, materials or equipment not already provided by IAS, such as a specific brand of product or tool, the Instructor is responsible for those costs and cannot pass said costs on to the students unless expressly agreed to in writing by the student(s) in advance of the service. IAS does not reimburse any business costs or fees associated with providing services under the Agreement to Instructors. Additionally, Instructors are responsible for maintaining all licenses, continuing education, certifications, etc. in providing services to IAS students under the Agreement, IAS does not reimburse any such costs or expenses related to such licenses, education or certifications.

Instructors understand that they are not being retained to fulfill the requirements of NRS 644.395, therefore, they are able to set their own schedules, come and go as they see fit as long as they are fulfilling the promises made in the Agreement. Instructors are in full control of how they provide services under the Agreement and in keeping records of student attendance and grades for said services. Instructors have full control over the days and number of hours they intend to provide services to IAS students and they set their own billable hourly rates (similar to how billable hourly rates are set by attorneys). Instructors essentially bid for open spots/chairs when space becomes available and then IAS selects them based on the specialized service IAS wishes to provide to its students and the experience and skill of the Instructor, as well as the Instructor's reputation in the community for providing the service the Instructor wishes to teach. IAS does not keep track of an Instructor's schedule of services or manner in which services are performed. IAS does keep track of whether the desired outcome and purpose of the Agreement is being obtained.

Although Instructors perform services on IAS premises, similar to services provided by independent cosmetologists who rent/lease space in a salon, Instructors are not restricted to providing services on IAS premises; rather, they may also provide services to students off-campus at the Instructors own scheduling, expense and liability.<sup>2</sup>

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<sup>2</sup> Nevada law requires instructional services be provided in a licensed facility just as salon services must be provided in licensed facility. Therefore, if an Instructor wishes to provide services to IAS students outside of IAS facility was abbuiltied with the wishes to provide services to IAS students outside of IAS facility was abbuiltied with the wishes to provide services to IAS students outside of IAS facility was abbuiltied with the wishes to provide services to IAS students outside of IAS facility was abbuiltied with the wind of IAS facility was abbuiltied with the wind of IAS facility was abbuiltied with the wind of IAS facility was abbuiltied with the wind of IAS facility was abbuiltied with the wind of IAS facility was abbuiltied with the wind of IAS facility.

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Additionally, the Agreement between IAS and the Instructors is not exclusive and the Instructors are free to provide instructional services, cosmetology services, etc., to other establishments as the Instructor chooses.

Instructors expressly acknowledge that they are being retained as independent contractors subject only to the terms and conditions set forth in the Agreement and any laws applicable to the services being performed. Instructors have the right to supervise, manage, operate, control, and direct performance of the details incident to their duties under the Agreement. Moreover, Instructors acknowledges that they are solely responsible for the withholding of income taxes or any other taxes, industrial insurance coverage if applicable, and unemployment compensation coverage if applicable. Instructors are also responsible for paying their own medical bills in the event of an injury during the performance of their services under the Agreement. Instructors expressly agree to indemnify and hold IAS harmless from, and defend against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising from or incurred because of, incident to, or otherwise with respect to any such taxes, fees or medical bills listed above.

IAS provides no training to Instructors related to the performance of the Instructors' services under the Agreement, and Instructors hold themselves out to be engaged in separate businesses from IAS, including having their own business licenses in their own names and/or owning/renting property in furtherance of their businesses. Business licenses are provided and attached to the Agreements.

Instructors acknowledge and agree that they are not employees as defined in NRS 616A for purposes of worker's compensation coverage, but rather they are expressly exempted from the definition pursuant to NRS 616A.110(9)(c). Specifically, Instructors are excluded from the definition of employee because they perform services pursuant to a written Agreement, which expressly provides that Instructor's are not performing services as employees of IAS for purposes of NRS 616A. Copies of proof of an Instructor's worker's compensation coverage or notice of sole proprietorship with no employees are attached to the Agreements.

Instructors may not assign their Agreements and they are solely responsible for any cancellations, substitutions, make-ups, etc. of services to students, including any compensation to a substitute or subcontractor. For example, if an Instructor schedules a service with students, the Instructor is responsible for meeting that obligation or informing students of any cancellations, rescheduling, or substitutions. If students are unhappy with an Instructor's performance of services and complain to IAS, IAS will get

ensure the instruction meets the requirements of the law or the Instructor would be in breach of the Agreement. 936 Southwood Blvd., Suite 301, Incline Village, Nevada 89451

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involved merely to determine if the Instructor is complying with the terms and obligations under the Agreement or if there has been a breach of the Agreement for which liability may attach. Pursuant to the Agreement, the Instructor promises to perform services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances. Additionally, Instructors are responsible for the quality and completeness of all services performed under the Agreement. Therefore, if an Instructor is not fulfilling these promises then the Instructor is not fulfilling his or her obligations and promises under the Agreement.

Pinally, pursuant to the Agreement, a set term is provided for and either party may terminate the Agreement with ten (10) days written notice unless IAS terminates the agreement for cause as defined in the Agreement. The definition of "for cause" includes the following conduct: Instructor is charged with a felony crime; Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty; Instructor fails to perform his or her services in a competent manner; Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement; Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students; Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers; or Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

Based on the terms and conditions set forth in the Agreement, we believe Instructors of IAS are independent contractors for purposes unemployment compensation and taxation.

## III. Comparison to ESD Determination that Stacy Slazas was an Employee

ESD made express findings in the unemployment proceedings involving Stacy Slazas, which are fully set forth in IAS's Petition for Readjustment. Based on those findings, the following factors are important in demonstrating that the Instructors subject to the Agreements and new business plan set forth in this correspondence and attached hereto are not similarly situated to Ms. Slazas and are not employees of IAS:

- No Instructor works as a supervisory instructor.
- No Instructor is responsible for opening and closing the facility, although Instructors do have keys in order to provide their services on their own schedules.
- No Instructor performs "a variety of tasks" at IAS' direction.
- IAS has not terminated an Instructor from employment.
- IAS does not have the right to control and direct the Instructors' daily many control and direct the Instructors' daily many control and direct the Instructors' daily

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- No Instructor is required to follow IAS' instructions:
- No Instructor is prohibited from refusing work or fears ramification if work is refused. In fact, Instructors decide what services they intend to provide in entering the Agreement and when and how they intend to provide those services.
- No Instructor is required to work exclusively for IAS or prohibited from working for another cosmetology school providing the same services.
- No Instructor is expected to locate an "employee" to cover his or her work, as there are no employees at IAS. Instructors are only responsible for and expected to meet the terms and obligations of the Agreement.
- No Instructor's job duties consist of opening the school, working the front desk, answering phones, or supervising other Instructors.
- No Instructor's services are a direct extension and integral part of IAS' commercial business enterprise.
- · No Instructor is required to perform assigned tasks in the order of sequence prescribed by IAS.
- No Instructor assists in managing the school operations, school staff, and the school's instructional programs as directed.
- No Instructor is employed for the specific purpose of assisting in the management of the school under contract with IAS.

Based on the factors set forth above, which are in direct contradiction to the findings in the unemployment proceedings of Ms. Slazas, we believe Instructors of IAS are independent contractors for purposes unemployment compensation and taxation.

## IV. Conclusion

As can be seen upon review of the business plan set forth above and the new Agreements attached to this correspondence, Instructors at IAS are independent contractors who have their own businesses and are responsible for their own taxes. including any taxes and fees owed to ESD. Accordingly, IAS respectfully requests an opinion and confirmation from ESD that no additional quarterly reports, beyond the third quarter of 2014, are required to be filed because there are no instructional employees with income to report, and Instructors are not employees of IAS for purposes of unemployment compensation and taxation.

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Please let us know if we can provide you with any additional information. If you have any questions regarding any of the above, please don't hesitate to contact us. We look forward to your response.

Very Truly Yours,

Crystal R. Willis, Esq.
Attorney for International Academy of Style

Ce: International Academy of Style
Edgar J. Roberts, CPM, Chief of Contributions
J. Thomas Susich, Esq., Senior Legal Counsel
Neil Rombardo, Esq., Senior Legal Counsel

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Please let us know if we can provide you with any additional information. If you have any questions regarding any of the above, please don't hesitate to contact us. We look forward to your response.

Very Truly Yours,

Crystal R. Willis, Esq.
Attorney for International Academy of Style

Cc: International Academy of Style
Edgar J. Roberts, CPM, Chief of Contributions
J. Thomas Susich, Esq., Senior Legal Counsel
Neil Rombardo, Esq., Senior Legal Counsel

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ADAM PAUL LAXALT
Attorney General

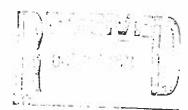


# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL 5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

October 25, 2016

WESLEY K. DUNCAN First Assistant Attorney General

NICHOLAS A. TRUTANICH First Assistant Attorney General



Jason D. Guinasso, Esq. Guinasso Law, Ltd. 190 Huffaker Lane, Suite 402 Reno, Nevdada 89511

Re: State of Nevada v. Bonnie Jean Schultz and Loni Doreen Casteel

dba International Academy of Style Case No. RCR2015-083504

Dear Mr. Guinasso:

For your records, please find enclosed a copy of the Dismissal Memorandum in the above-referenced matter.

If you have any questions or need further information, please contact our office.

Sincerely,

ADAM PAUL LAXALT

Attorney General

Ву:

LORRAINE WEBBER

Legal Secretary II

Workers' Compensation Fraud Unit

(775) 687-2133

Telephone: 775-687-2100 • Fax: 775-688-1822 • Web: ag.nv.gov • E-mail: aginfo@ag.nv.gov Twitter: @NevadaAG • Facebook: //NVAttorneyGeneral • YouTube: //NevadaAG

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WESLEY R. DUNCAN First Assistant Attorney General

NICHOLAS A. TRUTANICH First Assistant Attorney General

## STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

5120 Kietzke Lane, Suite 202 Reno, Nevada 89511

## **MEMORANDUM**

To:

Reno Justice Court

From:

Eric Nickel, Senior Deputy Attorney General

Subject:

State of Nevada v. Bonnie Jean Schultz and Loni Dorden

Case No. RCR 2015-083504

Date:

October 19, 2016

The defendant is pleading to other charges in District Court.
There is insufficient evidence to proceed in this case.
Due to the absence of witnesses, this case cannot go forward.
Due to the absence of a drug test, this case cannot go forward.
The Defendants have successfully completed all terms of the

1e deferred prosecution; therefore, the State moves this Honorable Court to dismiss the criminal charge against the defendants.

Please dismiss this case and exonerate any and all bail. If you have any questions, please call me at 687-2420.

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SENIOR DEPUTY ATTORNEY GENERAL

NV State Bar No. 5439

Workers Compensation Fraud Unit

(775) 687-2120

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## STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS WORKERS' COMPENSATION SECTION

400 W. King Street, Suite 400 Carson City, Nevada 89703 (775) 684-7282 Fax: (775) 687-3073

B. Silwitz + L. Casteel CUA: International Academy of Style Excellence Solon To:

ADMINISTRATOR, DIVISION OF INDUSTRIAL RELATIONS From: POLICY NUMBER: NUMBER PRINTER

Subject: ORDER TO STOP WORK

Based upon the information obtained by the Division of Industrial Relations, it has been determined that you have failed to secure and provide mandatory workers' compensation coverage pursuant to NRS 616B.633 and NRS 616B.612.

In accordance with the authority vested in the Administrator by Chapter 616 of NRS, you are ordered to cease all business operations under your control in Nevada, and to order all employees and other persons to leave all places of employment and job sites under your control.

You may appeal this order at a hearing before the Administrator on Anni 171 Anni at 10:00 a.m., at 400 W. King Street, Suite 400, Carson City, Nevada 89703. If you intend to have a hearing, you must notify this office in writing within 5 days of receipt of this notice.

You are required to post the "Stop Work Order" poster in a conspicuous place on your business premises for your employees' information at all times until this order is rescinded (NRS 616D.270 and NRS 616B.650).

Action required: This order is rescinded when you have taken the following corrective action:

X	REINSTATED YOUR WORKERS' COMPENSATION POLICY
<u>&gt;</u>	OBTAINED WORKERS' COMPENSATION INSURANCE
Ø	Mr employe my sook up it which model an entere or have temperately
$\boxtimes$	( V War 12 1000, and ( 10 Partles Derived to - part)
This or	der is delivered to Pasted on Front door & Back door - Jan 200 - Doors lacked
20	295 Mar. Ket 51. From NV 89502-1559
12	Date and time of delivery  12:02 pm  Ront door  Signature of WCS representative
	872

DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS WORKERS' COMPENSATION SECTION STATE OF NEVADA

# STROIP WORK ORDIER

SECURE/MAINTAIN MANDATORY WORKERS' COMPENSATION INSURANCE, ATTENTION ALL EMPLOYEES - YOUR EMPLOYER HAS FAILED TO PURSUANT TO NRS 616A TO 616D AND 617, INCLUSIVE

YOUR EMPLOYER HAS BEEN ORDERED TO IMMEDIATELY CEASE ALL BUSINESS EMPLOYER PERFORMS ALL ACTS AND DUTIES PURSUANT TO NRS 616A TO 616D LEAVE THE PLACE OF EMPLOYMENT OR JOBSITE UNTIL SUCH TIME AS THE OPERATIONS AND SHALL ORDER ALL-EMPLOYEES OR OTHER PERSONS TO AND 617, INCLUSIVE

THIS NOTICE SHALL BE POSTED IN A CONSPICUOUS PLACE. FAILURE TO POST OR MAINTAIN THIS NOTICE IS A MISDEMISANOR

Posted-this EMPLOYER OBA TONAMENTAL ACONOMY OF ADDRESS: 2395 Monket St. day of Dec. 2016 at 1922, Amp.m. By: The Godhana Salan THE STATE OF THE S

PARS.

JA1543

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DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS WORKERS' COMPENSATION SECTION STATE OF NEVADA

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SECURE/MAINTAIN MANDATORY WORKERS' COMPENSATION INSURANCE, ATTENTION ALL EMPLOYEES - YOUR EMPLOYER HAS FAILED TO PURSUANT TO NRS 616A TO 616D AND 617, INCLUSIVE

YOUR EMPLOYER HAS BEEN ORDERED TO IMMEDIATELY CEASE ALL BUSINES EMPLOYER PERFORMS ALL ACTS AND DUTIES PURSUANT TO NRS 616A TO 616 LEAVE THE PLACE OF EMPLOYMENT OR JOBSITE UNTIL SUCH TIME AS THE OPERATIONS AND SHALL ORDER ALL EMPLOYEES OR OTHER PERSONS TO AND 617, INCLUSIVE

THIS NOTICE SHALL BE POSTED IN A CONSPICUOUS PLACE. FAILURE TO POS OR MAINTAIN THIS NOTICE IS A MISDEMEANOR

Posted this EMPLOYEROBA) International Academy of Their Excellence Solars ADDRESS: Manket St day of lan aolle at (0.57 a.m. fr.m. 1000 Kerd Nu 89502 ompliance/Audit Investigator

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JA1544

December 30, 2016

B Shultz & L Casteel dba: International Academy of Style Excellence Salon

Posted Stop Work Order (SWO) at 10:59 am – Doors locked with sign on the door closed thru 1/1/17.

Outside talking with A. Gray and D. Vallerio, when a woman inside the building saw the posting entered into the entry way and went back inside the building. I walked checked and the door was still locked. The woman came from the back of the building, stating her name was Char and she was an employee here and that she called the owner who lives close by and she asked if we could wait to talk to her. We replied "yes".

Char unlocked the front door and let us in stating the owner Bonnie should be there very soon. She answered the phone, explained they were closed, and made an appointment for Jasmin for January 2, 2017.

Char stated that the school was closed during the winter break and she was just answering phones and taking down appointments and the owner would be there shortly.

Approximately 15 minutes later Bonnie Schultz arrived. She came in and stated she didn't understand why this way happening. Stating all their independent contractors have their own policies. I explained it appears their independent contractors have not met the criteria for the exemption. She stated they were all licensed, carried their own policies and had contracts and asked for an example of why. I provided an example of not able to locate a license for Amber Larosa or Maggie Rosado. She stated that Amber was not a cosmetologist that she did admissions and financial aid and that Maggie recently was married and it may be under Vaughn. Then she stated that it shouldn't matter now because they reinacted their policy this morning. I explained that just prior to leaving the office I was unable to locate a current policy for the school. She stated that she was sure Ryan had taken care of it. I stated if I were able to verify coverage by a binder or declarations page today I would be happy to take down the SWO sign. She stated she needed the sign down as they had clients coming in on the 2<sup>nd</sup>. I told her I understood, but the signs could not come down until coverage was verified by receiving a binder or declaration page and no one could be there working other than the owners. Again, she reiterated that they all had individual licenses, policies and contracts with the school. I explained that they were working in furtherance of the school and they were in the same line of work as the school and therefore a workers' compensation policy was required. I further explained that just because an individual has a policy, license and/or contract does not automatically qualify them as an independent contractor. She said she understood and called Loni to find out about the policy. Loni was on her way to Ryan's to pay for the policy. When Bonnie finished with her phone call she explained that Ryan would send over binder or declarations page today. I asked if she had any further questions, she did not. So, at this time Lasked Char to leave and she did so without hesitation.

Dani, Aurora and I spoke in the parking lot and then said our goodbyes. Upon leaving Dani stated we may want to drive back by, as it appeared as though Bonnie was removing the SWO. Aurora and I went to NDOT on Galletti to fill up our vehicle and then drove by the International Academy of Style Excellence Salon and the sign on the front door had been removed, the sign on the rear door remained. We re-posted the front door at 12:02 pm

Upon our (Aurora and myself) return to the office and when I checked my email, I saw I received an email from Morre Hughes with a COI and Binder. I sent a quick email that confirmed they were compliant and Aurora and I left the office to go remove the SWO postings. Removed SWO postings from front and rear door at 1:05 pm 12/30/16.

JA1546



From:

Lisa Dayton

Sent:

Friday, December 30, 2016 12:52 PM

To:

'Morre Hughes'

Cc:

Ionidcasteel@hotmail.com; Ryan Garaventa; Lauren Tobler

Subject:

RE: International Academy of Style-B.Schultz & L.Casteel

Thank you.

Yes, back into compliant status.

Sincerely.

Lisa Dayton

Compliance/Audit Investigator Workers' Compensation Section

State of Nevada, Division of Industrial Relations

4600 Kietzkelane, Ste F-151

Reno, NV 89502

Phone: (775) 688-3743 Fax: (775) 689-2194

E-Mail: <u>Idayton@business.nv.gov</u> http://dir.nv.gov/WCS/Home/

CONFIDENTIALITY NOTICE: THIS MESSAGE AND ANY ATTACHMENT(S) IS FROM THE NEVADA DIVISION OF INDUSTRIAL RELATIONS WORKERS' COMPENSATION SECTION AND IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION THAT MAY BE PRIVILEGED, CONFIDENTIAL, AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. This email should not be considered to be an electronic signature or an official opinion from the Nevada Division of Industrial Relations, unless otherwise indicated in the body of the email.

From: Morre Hughes [mailto:mhughes@Alpine-Insurance.com]

Sent: Friday, December 30, 2016 12:22 PM To: Lisa Dayton < ldayton@business.nv.gov>

Cc: lonidcasteel@hotmail.com; Ryan Garaventa <ryan@Alpine-Insurance.com>; Lauren Tobler

<lbecerra@ALPINEINSURANCE.onmicrosoft.com>

Subject: International Academy of Style-B.Schultz & L.Casteel

Lisa,

Please see the attached certificate and binder for the above mentioned insured. Please confirm this is what you need to place the insured back into compliant status.

In addition, this insured was advised that because all of the students/stylists are sub contractors they need to obtain their own workers compensation coverage. Which they have done. Now the insured has a policy in place for the entire establishment, and each sub has a policy in place. Would this not be providing duplicate coverage, and therefore invalidating one of the policies? Because the insured has been given conflicting information as to what the requirements are, they continue to change their policies according to the most recent set of requirements. This obviously leaves the insured, who is trying wholeheartedly to comply, in a tailspin. And now, when they thought they finally had everything in place the way they had been advised, they find out it is still incorrect.

For our benefit, as well as the insured's, please explain what the correct way to insure the sub contractors and business is.

Thank you for your time

## Morre J. Hughes, CIC, CISR Director of Operations



6160 Plumas St # 100 Reno, NV 89519 <u>mhughes@alpine-insurance.com</u> p.)775-829-2345 ext 101 |f.)775-827-7090 |c.) 775-682-1551



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## CERTIFICATE OF LIABILITY INSURANCE

INACA-1 OP ID: MO

DATE (MM/ODMYYY)

12/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s) CONTACT Ryan Garaventa, CIC PRODUCER PHONE JAIC No. Exil) 775-829-2345
E-MAIL ADDRESS Alpine Insurance FAX (A/C, No): 775-827-7090 6160 Plumas, Suite 100 Reno, NV 89519 Ryan Garaventa, CIC INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : NCCI International Academy of Style INSURER B : Capitol Indemnity Corp. 10472 INSURED B.Schultz & L.Casteel DBA: INSURER C 2295 Market St Reno, NV 89502 NSURER O INSURER E INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR POLICY EFF POLICY EXP LIMITS TYPE OF INSURANCE POLICY NUMBER INSR. WVD EACH OCCURRENCE S
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ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? 1,000,000 40929980 12/31/2016 12/31/2017 E.L. EACH ACCIDENT 1,000,000 [Mandatory in NH]
If yes, describe under
DESCRIPTION OF OPERATIONS belo E L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT - S DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Proof of Insurance CANCELLATION **CERTIFICATE HOLDER INSURE1** 

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN insured ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Suches

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ACORD 25 (2010/05)

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ACORD INSURANCE BINDER	2		12/30/2016
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONTRACT,	NCCI	ERSE SIDE OF THIS FORM,	BINDER # 25224
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## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

## Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Not

## Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

## Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

ACORD 75-N (12/93)

FILED Electronically CV20-00445 Ca. Illation List Mor2020-04-22 12:26:13 PM Jacqueline Bryant

Page: 90

Clerk of the Court Transaction # 7845786

WORKERS' COMPENSATION REGULATION SECTION

EMPLOYER COMPLIANCE UNLE 706706 REASONS: Cancel List, Non-Comp., UIE, Prem. Penalty, (AGFIX, Fine FEIN #: 880389861 PRIMARY INSURED: B SCHULTZ & L CASTEEL DBA: International Academy of Style Excellence Salan Mailing Address: 2295 MARKET ST RENO NV 89502 - 1559 Physical Address: Sum Telephone: <u>823-9003</u> Policy#: NVARP301842 Insurance Carrier: RIVERPORT INSURANCE **COMPANY** Cancellation Date: December 1, 2016 Current Insurance Carrier: River port. Insurance Com pary Policy# NIARP 303976 Effective Date: 12 31/10 Results: Circle One - Out of business, no employees, reinstated, renewed, obtained, vacant, posted, residence, door locked, unable to locate, business sold. Comments: Plyase are amounted from to Kutring Torres Q Popse-Kintz- Guinassa law & Notes From 12130/15 500 postua + Swo somoval 9586 Krishan Shop Period of non-compliance: From: 12 1 16 Through: 12 30 16 Days: 30 NAC 345 V NAC 355 NAC 375 Investigator Lisa Dayton May 25, 2006 2 [ 23 17

> 882 153 JA1552

BRIAN SANDOVAL Governor

WCS Contact Information (775) 684-7282 Fax: (775) 689-2194 dir.nv.gov

## STATE OF NEVADA



BRUCE H. BRESLOW Director

JOSEPH "JD" DECKER
Administrator

CHARLES J. VERRE Chief Administrative Officer

# DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS WORKERS' COMPENSATION SECTION

4600 Kietzke Lane, Suite F-151 Reno, Nevada 89502

February 23, 2017

Mr. Scott Bidondo, Criminal Investigator Supervisor Office of the Attorney General Workers' Compensation Fraud Unit 5420 Keitzke Lane, Suite 202 Reno, NV 89511

Re: Referral of Non-Compliant Employer Complaint #1706706

Dear Mr. Bidondo:

The Division of Industrial Relations has received information that B Schultz & L Casteel dba International Academy of Style Excellence Salon, 2295 Market St, Reno NV 89502-1559, (775) 823-9003, has been operating a business in Nevada without workers' compensation coverage from December 1, 2016 through December 30, 2016, (see attached). This is being referred to the Attorney General's Workers' Compensation Fraud Unit pursuant to NRS 616D.600.

Should you have any questions, please feel free to contact me at (775) 688-3743.

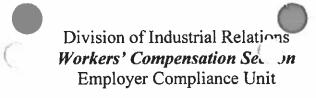
Sincerely,

Lisa Dayton

**Enforcement Investigator** 

. Dayton sq

Attachment LD/sg



## NOTICE OF VIOLATION INPUT FORM

Division: WCS Location: CC Complaint Number: 1706706		
Injured Employee Name:		
Employer FEIN Number: 88-0389861 Injured Employee's Claim Number:		
Party Being Fined: B SCHULTZ & L CASTEEL		
DBA: INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON		
Mailing Address: 2295 MARKET ST RENO, NV 89502-1559		
Physical Address: SAME		
ADMINISTRATIVE FINE Lapse Dates: 12/01/16 thru 12/30/16 = 30 days		
Date of Injury: Violation date: 12/01/16		
Primary Authorization: NRS 616D-120(6) Secondary Auth.: NAC616D.345(1)(a)		
Type of Violation: Non-Intentional		
Fine Amount: \$ Origin of Violation: El - Enforcment		
Comments: Small employer/One prior found/AG Referral/No response yet/PP only at this time		
Premium Penalty ID Number: 164961		
Cancel Date: 12/01/16 Effective Date: 12/31/16 Lapsed Days: 30		
Authorization: NRS 616D.200 Penalty Amount: \$251.10		
Comments: PP based on EAP		
Submitted By: Lisa Dayton Date: 2/24/17		
M Approve Disapprove - Enforcement Supervisor Jacqui Blemin Date: 2/38/17		

## Premium Penalty/Fine Based on Expected Annual Premium from Cancellation List

## NAC Effective 6/01/06

NAME: B SCHULTZ AND L CASTEEL

DBA: INTERNATIONAL ACADEMY OF STYLE

## PREMIUM PENALTY:

Lapse Dates: 12/01/16 thru 12/30/16 = 30 days.

Expected Annual Premiums: \$3,058.00  $\div 365 = 8.37$  / day

X 30 days lapsed

= \$ 251.10 Premium penalty

0. \*

**FINE:** (12)(1/16) thru 12/30/16 = 30 days)

Break in coverage resulted in 30 day lapse.

365. =

NAC 616D.345(1)(a) 8-37 \*

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30° = 251·10 \*

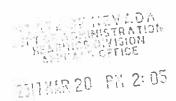
Investigator: Lisa Dayton Date: 2/24/17

NOTES: Small employer/One prior found/AG referral - no response yet.





## Nevada Department of Administration, Appeals Division 1050 E. William Street, Suite 450 Carson City, Nevada 89701 (775) 687-8420



REQUEST FOR HEARING BEFORE THE APPEALS OFFICER

Employer: International Academy of Style	DIR Complaint No.: 1706706	
Address: 2295 Market Street	Premium Penalty No.: 164961	
Reno, NV 89502		
Telephone: (775) 722-5285		

PERSON REQUESTING APPEAL: (circle one) CLAIMANT EMPLOYER INSURER

I WISH TO APPEAL THE HEARING OFFICER DECISION DATED: March 14, 2017

BRIEFLY EXPLAIN REASON FOR APPEAL	: Disagree with DIR's determination.
If you are represented by an attorney or other ago	ent, please print the name and address below.
ATTORNEY/REPRESENTATIVE: Name: Jason D. Guinasso, Esq.	7
Address: 190 West Huffaker Lane, Suite 402	-
Reno, Nevada 89511	-
Telephone: (775) 832-6800	-
Signature	3 20 17 Date
	NOTICE Claimants are entitled to free legal representation by the . If you want NAIW to represent you, please sign below:
Signature	Telephone Number

no later than thirty (30) days after the date of the Hearing Officer's Decision\*\*



# NEVADA DEPARTMENT OF ADMINISTRATION BEFORE THE APPEALS OFFICER

In the Contested Matter of:

Complaint No.

Appeal No.

1702545-SYM

INTERNATIONAL ACADEMY OF STYLE

# EVIDENCE PACKET FOR THE DIVISION OF INDUSTRIAL RELATIONS (DIR

DATE	DUCUMENT	PAGE(S
3/14/17	WCS determination imposing \$16,390.94 Premium Penalty for lapse of WC insurance from December 21, 2010, through November 30, 2015	1-2
Various	Documents regarding the 2014/2015 AGWCFU Criminal Complaint	3-42
12/20/16	Fax from ER to WCS w/ employed individuals' certificates of insurance	43-51
12/29/16	NCCI proof of coverage inquiries	52-56
1/19/17	WCS Non-compliance worksheet	57
Undated	Entity information for International Academy of Style	58
Undated	Documents relating to calculation of penalty	59-64
2/1/17	WCS Uninsured Compliance Verification worksheet	65-68
2/23/17	WCS referral to AGWCFU	69
3/1/17	WCS Notice of Violation Input Form	70-71
3/20/17	Employer's appeal of the 3/14/17 WCS determination	72
6/9/17	WCS Uninsured Compliance Verification REVISED REPORT, with amended lapse dates & penalty calculation using lapse dates of 12/31/10 – 11/30/15, resulting in an amended premium penalty of \$16,190.19	73-85

ENTERED INTO EVIDENCE AS EXHIBIT

International Academy of Style – AOCC 1702545-SYM
DIR's Evidence Packet

- 1 -

887<sub>JA1557</sub>

# Division of Industrial Relations - Division Counsel's Office 400 West King Street, Suite 201, Carson City, Nevada 89703 Telephone: (775) 684-7286 Fax: (775) 687-1621 10 12 13 15

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## **AFFIRMATION** Pursuant to NRS 239B.030

The undersigned affirms that the **DIR'S EVIDENCE PACKET**, filed in Appeals Office, Appeal No. 1702545-SYM does not contain the social security number of any person.

Submitted by:

day of June, 2017.

DONALD C. SMITH, Senior Division Counsel

**Division of Industrial Relations** 

Department of Business and Industry

400 W. King Street, Suite 201 Carson City, Nevada 89703 (775) 684-7286

## **CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Industrial Relations (DIR), and that on this date, I caused to be served a true and correct copy of **DIR'S EVIDENCE** PACKET, Appeal No. 1702545-SYM by the method indicated below, and addressed to the following:

Person(s) Served: JASON GUINASSO ESQ REESE KINTZ GUINASSO LLC 190 WEST HUFFAKER SUITE 402 RENO NV 89511 (for International Academy of Style)	U.S. Mail via State Mail room (regular or certified) deposited directly with U.S. Mail Service Overnight Mail Interdepartmental Mail Messenger Service Facsimile fax number:		
Person(s) Served: DIR - WCS NORTH 400 W KING ST STE 400 CARSON CITY NV 89703	U.S. Mail  via State Mail room (regular or certified)  deposited directly with U.S. Mail Service  Overnight Mail  Interdepartmental Mail  Messenger Service  Facsimile fax number:		
DATED thisday of June, 2017.	State of Nevada Employee		

R:\Legal\2017 current pending\AO\International Academy of Style Evid Pkt 1702545.docx

International Academy of Style - AOCC 1702545-SYM **DIR's Evidence Packet** 

888

BRIAN SANDOVAL

WCS Contact Information (775) 684-7270 Fat: (775) 687-6305 dir.nv.gov



STATE OF NEVADA



BRUCE H. BRESLOW

JOSEPH "JD" DECKER Administrator

CHARLES J. VERRE
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
WORKERS' COMPENSATION SECTION
400 W. King Street, Suite 400

Carson City, Nevada 89703

NSDECEIVED MAR 1 6 2017

March 14, 2017

Via Regular and U.S. Certified Mail: 7016 2070 0000 4870 7766

Bonnie Schultz & Loni Casteel International Academy of Style 2295 Market St Reno NV 89502-1559

Ret

Complaint Number:

**Determination of Premium Penalty Number:** 

1706718 164960 (JB)

## Dear Employer:

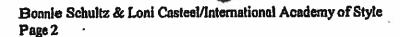
We have estimated the premium penalty for the period of December 21, 2010 through November 30, 2015 based on an estimated annual premium of \$3,058.00 as provided by your insurance carrier. Pursuant to NRS 616D.200, the premium penalty owed to the Division of Industrial Relations, Workers' Compensation Section is \$16,390.94.

As previously advised, this matter has also been referred to the Attorney General Workers' Compensation Fraud Unit. The Attorney General will make an independent determination that could result in a prosecution. If the Attorney General notifies the Administrator that they have declined to prosecute, an administrative fine may also be issued in addition to this premium penalty, per NRS 616D.120. If any of your employees were injured during this lapse, you may also be responsible to pay related medical costs.

Please make your check payable to the Division of Industrial Relations, and deliver or mail to: Division of Industrial Relations, Workers' Compensation Section, 400 West King Street, Suite 400, Carson City, Nevada 89703. To assure that your payment is properly credited, please note your name and business on the lower left-hand corner of the check.

(14374) Rev. 9-16)

L AL HORSE



A person who is aggrieved by a written determination of the Administrator to impose a premium penalty may appeal the determination by filing a request for a hearing before an appeals officer. The request must be filed within 30 days after the date on which the notice of the Administrator's determination was mailed by the Administrator. If a notice of appeal is not filed as required the imposition of the premium penalty shall be deemed a final order and is not subject to review by any court or agency.

The notice of appeal should be addressed to the Department of Administration, Appeals Office, 1050 E. William, Suite 450, Carson City, NV 89701. Include a copy of this determination letter with your appeal.

You may also request a conference with the District Manager for the purpose of resolving this matter prior to a hearing. The District Manager may be contacted at (775) 684-7270 or in writing at 400 W. King Street, Suite 400, Carson City, NV 89703.

Sincerely,

Debbie Atkinson

Northern District Manager

Workers' Compensation Section

DA/sg



## STATE OF NEVADA

## OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO Assistant Attorney General

GREGORY M. SMITH

March 20, 2014

Jason D. Guinasso, Esq. 190 W. Huffaker Lane, Ste 402 Reno, Nevada 89511

Re:

International Academy of Style - Workers' Compensation Insurance Coverage

Dear Mr. Guinasso, Esq.,

I have received your letter of representation for Loni Casteel and the International Academy of Style (IAS).

I am conducting a criminal investigation into the International Academy of Style, and their lack of Workers' Compensation Insurance. When I contacted Ms. Casteel to discuss the matter she informed me she has no employees, only students and instructors whom she considered independent contractors.

As you are aware, employers are required to secure workers' compensation insurance for all workers. Based on the information I have, (IAS is a school, and utilizes the services of teachers) IAS is required to have workers' compensation insurance.

Please provide a detailed explanation of how the business is structured, and the relationship between the instructors and IAS, so a determination can be made regarding whether the IAS has been operating in violation of NRS 616D.200. Assuming the IAS utilizes a standard contract for all instructors, a copy of the current and any past versions of the contract would be useful. Additionally, please provide me with a copy of what would otherwise be considered payroll information for each of the instructors. A single page summary for each year would be sufficient provided it includes the name, social security number, and total cash paid to each instructor. Please provide this information from 2007 through 2013.

It is my understanding the Nevada Employment Security Division has determined instructors for the IAS are employees, for unemployment insurance purposes.

Daniell A. Valerio March 20, 2014 Page 2 of 2

If you have any questions or if you need any additional information, please let me know. Thank you for your assistance in this matter, I look forward to hearing from you

Sincerely,

**CATHERINE CORTEZ MASTO** 

Attorney General

By:

DANIELL A. VALERIO

Criminal Investigator

Workers' Compensation Fraud Unit

775-688-1829

cc: Erick Nickel, Senior Deputy Attorney General



May 9, 2014

VIA U.S. MAIL AND EMAIL @ dvalerio@ag.nv.gov (without enclosures)

Daniell Valerio Criminal Investigator Nevada Attorney General's Office Worker's Compensation Fraud Unit 5420 Kietzke Lane, Suite 202 Reno, NV 89511

Re:

International Academy of Styles' Position Statement Concerning the Investigation into Alleged Workers' Compensation Fraud / Failure to Maintain Workers' Compensation Coverage

Dear Investigator Valerio:

As you are aware, our firm has been retained by the International Academy of Style ("IAS") to represent its interests in the above-referenced matter. It is our understanding that you are conducting a criminal investigation into whether IAS failed to obtain workers' compensation coverage for alleged employees of IAS. Specifically, you are investigating whether IAS is required to maintain workers' compensation coverage for its Independent Instruction Contractors (hereinafter referred to as "Consultants").

For all the reasons set forth in detail below, IAS is not required to maintain workers' compensation coverage for its Consultants because they are independent contractors who also meet the "independent enterprise" test under Nevada law exempting them from the definition of "statutory employee" for purposes of the Nevada Industrial Insurance Act ("NIIA"). Moreover, even if the Consultants did not meet the "independent enterprise" test under Nevada law, any finding of criminal wrong-doing under these facts would violate IAS' due process rights based on its reasonable reliance on government audits over the past 15 years as to the proper classification of its Consultants, the industry standard of salon owners and its contractors on which IAS' business model is based, and the absence of any legal authority, case law, advisory opinions, etc. putting IAS on clear notice that its conduct violates Nevada criminal law.

## **GUINASSO LAW, LTD.**

Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 2 of 9

Based on the foregoing as set forth in detail below, IAS respectfully requests that you determine no fraud has been committed and no workers' compensation coverage is required for its independent Consultants.

## I. FACTUAL BACKGROUND

IAS is an educational facility providing instruction in the areas of cosmetology, hair design, aesthetics, and nail technology. IAS uses independent contractors who serve as Consultants to assist in educating students in all fields of cosmetology and the recording and tracking of student grades and attendance. IAS has no employees who fulfill the same or similar services as the Consultants.

Consultant services are not integral to the operation of IAS, but rather are provided as an added benefit to IAS students to expose them to a broad range of experience, expertise and techniques in the various areas of instruction. IAS can operate without the use of Consultants. In fact, IAS' business model was designed similar to that of salon owners and their independent contractors (hereinafter "booth renters").

Each Consultant voluntarily enters into a contract with IAS for the performance of their services. In that regard, Consultants execute an Independent Instruction Contractor Contract (hereinafter "Agreement" or "Agreements") governing the nature of the relationship between IAS and the Consultants. (Exhibit A, Consultant Information).

Pursuant to the Agreement, Consultants acknowledge that they are in compliance with all City, State and federal laws required of independent contractors in this field. Consultants further acknowledge that the Agreement in no way acts as a non-compete agreement or binds them solely to providing instruction services to IAS. In fact, Consultants are able to contract their services outside of IAS while also providing services to IAS students under the Agreement, and Consultants expressly acknowledge that IAS is not their sole source of income. Most Consultants work in salons as their main source of income.

Importantly, the Agreement sets forth, and the Consultants expressly acknowledge, that they are in full control of educating the students and keeping the records. Said records must comply with the standards and policies of the Board of Cosmetology, a third-party accrediting/licensing agency, but otherwise are not required to comply with any standard or policy set forth by IAS. Additionally, in the event a Consultant needs assistance to fulfill his or her obligations under the Agreement, he or she must employ his or her own assistant; IAS does not provide assistance for Consultants.

Deputy Attorney General Daniell Valerio Nevada Attorney General's Office Worker's Compensation Fraud Unit Page 3 of 9

Pursuant to the Agreement, Consultants have full control over the days and number of hours they intend to provide services to IAS students. Consultants provide services when they want to provide services. They also set their own billable hourly rates (similar to how billable hourly rates are set by attorneys) and Consultants essentially bid for open spots/chairs when space becomes available. After services are performed, Consultants provide invoices to IAS for payment pursuant to the Agreement. Part of each student's tuition at IAS includes a percentage set aside that is used for payment to Consultants for their services to students. In the event the student withdraws prematurely from IAS prior to completing a program and that student is entitled to a refund of any tuition monies, any monies set aside for payment to Consultants is also refunded to the student as part of their tuition reimbursement.

Similar to booth rental fees in salons, Consultants are charged a rental fee of \$2.00 per hour to rent a chair in IAS' facility. Consultants are provided the opportunity to provide additional services in lieu of payment for said rental fees. Consultants are also responsible for providing their own business supplies and tools used for their services and IAS does not reimburse them for any business-related expenses. Although Consultants perform services on IAS premises, similar to services provided by independent cosmetologists who rent/lease space in a salon, Consultants are not limited to providing services on IAS premises; rather, they may also provide services to students off-campus at the Consultants own scheduling and expense.

The Agreement expressly sets forth, and the Consultants acknowledge, that the Consultants are responsible for their own taxes and fees to be withheld and paid for by the Consultants, and that IAS does not provide any benefits under the Agreement, including but not limited to workers' compensation coverage. Finally, in the event a Consultant does not fulfill the terms of the Agreement, IAS has a contractual right to charge the Consultant for any loss suffered as a result of the Consultant breaching the Agreement.

IAS has operated its school under a business model similar to salons in this industry since 1998. Prior to opening the school, IAS owners consulted with attorneys and a consultant to ensure its business model complied with state and federal laws. In fact, the Internal Revenue Service ("IRS") conducted an audit of IAS to investigate whether the Consultants were properly classified as independent contractors. No official finding was issued by the IRS, although, a presumption can be drawn that the IRS did not determine the Consultants were misclassified based on the absence of any finding of misclassification, penalties or fines. The IRS, thus, implicitly found IAS committed no violation of federal tax laws.

Sometime last summer, a former Consultant filed for unemployment benefits after IAS ended her contract due to the Consultant harassing and extorting money from other

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Consultants. IAS submitted information to the Department of Training and Rehabilitation ("DETR") Unemployment Division demonstrating independent contractor status; however, the Division ultimately found in favor of the Consultant and awarded her unemployment benefits. IAS submits that, for all the reasons set forth in this position statement, DETR awarded the Consultant benefits in error. It appears that, thereafter, the matter was referred to the Attorney General's Office Workers' Compensation Fraud Unit for further investigation into the classification of the Consultants as it relates to an alleged failure to maintain workers' compensation coverage.

On or about January 15, 2014, you provided IAS with an email instructing IAS to review certain Nevada statutes: namely, NRS 616A.105 and NRS 616A.110. These statutes are addressed in the Legal Analysis section below. Thereafter, on or about March 20, 2014, you requested IAS provide you with copies of the contracts used and pay information for Consultants from 2007 through 2013. Copies of said documents are enclosed herewith. See Exhibits A and B (1099s).

#### II. LEGAL ANALYSIS

# A. The Consultants are expressly excluded from the definition of "Employee" under the NIIA.

First and foremost, the Consultants are excluded from the definition of "Employee" under the NIIA.

Pursuant to the NIIA, NRS 616A.105 defines, in pertinent part, "Employee" and "worker" as "every person in the service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed..." NRS 616A.110 then expressly excludes certain persons from the definition of Employee. Importantly, NRS 616A.110(9)(c) expressly excludes any person who "[p]erforms pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for the purposes of this chapter." [Emphasis added].

The Consultants clearly meet this exclusion. The Agreements discussed in detail above constitute written agreements between IAS and the Consultants, which provide that the Consultants who are performing services under the Agreement are not employees for

<sup>&</sup>lt;sup>1</sup> Although evidence submitted in an unemployment hearing cannot be relied upon in this investigation, IAS submits that the decision of DETR was made in error based on a lack of information permitted as evidence during the initial hearing and appeal. Based on all the reasons set forth in this position statement, IAS disagrees with the determination of DETR in the unemployment context and submits that it should have no bearing on this criminal investigation of alleged worker's compensation fraud at issue here.

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purposes of the NIIA. (Exhibit A). And each Consultant expressly acknowledges that IAS is not responsible for worker's compensation coverage under the Agreement and will not provide any such benefit under the Agreement. (Id.).

Accordingly, based on this provision alone, IAS is not required to maintain workers' compensation coverage on the Consultants because they are expressly excluded from the definition of employee pursuant to NRS 616A.110(9)(c). As such, IAS requests that you find it has not committed any workers' compensation fraud and has not violated any laws pertaining to workers' compensation coverage.

# B. The Consultants are Independent Enterprises and are not in the Same Trade as IAS.

NRS 616B.603 expressly provides:

- 1. A person is not an employer for purposes of chapters 616A to 616D, inclusive of NRS if:
  - (a) The person enters into a contract with another person or business which is an independent enterprise; and
  - (b) The person is not in the same trade, business, profession or occupation as the independent enterprise.

# 1. The Consultants entered into Independent Contractor Agreements with IAS.

The Consultants meet the definition of independent contractors under Nevada law. For purposes of Nevada's worker's compensation law, an "independent contractor" is defined as a person who renders service for a specified amount of compensation for a specified result, under the control of the person's principal as to the result of his work only and not as to the means by which such result is accomplished. NRS 616A.255. In determining whether an employer-employee relationship exists, the courts apply a five factor test, known as "the control test," giving equal weight to the following factors: (1) the degree of supervision; (2) the source of wages; (3) the existence of a right to hire and fire; (4) the right to control the hours and location of employment; and (5) the extent to which the worker's activities further the general business concerns of the alleged employer. Clark County v. State Indus. Ins. Sys., 102 Nev. 353, 354 (1986). In applying these five factors to the Consultants, each factor weighs in favor of independent contractor classification.

First, IAS does not supervise the Consultants. Rather, IAS merely ensures Consultants comply with the terms of the independent contractor Agreements. Second, the source of payment (wages) to Consultants is student tuition monies set aside

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specifically for this benefit. IAS acts as a third party administering the funds on the students' behalves once an invoice is received for services. IAS does not pay for the Consultants' services out of its own monies. Third, IAS does not hire and fire the Consultants. Instead the Consultants bid for open chairs/space when available by submitting their availability and hourly billable rate. Once an Agreement is entered into, the Agreement governs the relationship, including any termination of the Agreement and potential liability as a result of early termination or a breach. Fourth, IAS does not control or have the right to control the hours the Consultants work other than control over the hours of operation of the school. The Consultants set their own schedules and hours of work and they are free to change said hours as needed. Additionally, while the services primarily take place on campus, Consultants are not limited to campus and are free to conduct their services in other locations at their choosing. Consultants' services do not further the general business concerns of IAS; rather, they provide a unique benefit to IAS students. IAS can conduct its business with or without the Consultants. In other words, the Consultants are there solely for the students' benefit, not because they are necessary for IAS to conduct its business of instruction.

Based on all the foregoing, the Consultants are properly classified as independent contractors under Nevada workers' compensation law.

#### 2. The Consultants are Independent Enterprises.

In addition to being properly classified as independent contractors, the Consultants also meet the definition of independent enterprises. Pursuant to NRS 616B.603(2), an "independent enterprise" is a person who holds himself out as being engaged in a separate business and holds a business license in his own name or owns, rents, or leases property used in furtherance of his or her business.

All of the Consultants hold themselves out as being engaged in a separate business from IAS and they each hold business licenses in their own names. (Exhibit A). Moreover, all of the Consultants not only lease a chair from IAS to perform consulting services, many if not all lease space in a salon to conduct their own businesses. Thus, it is clear that the Consultants are independent enterprises as defined in NRS 616B.603(2) because they satisfy the statutory test.

#### 3. The Consultants are not in the "same trade" as IAS.

The Consultants are not in the "same trade" as IAS. The Nevada Supreme Court applies the *Meers* test to determine whether an independent contractor is a statutory employee for purposes of worker's compensation coverage. Under *Meers*, the Nevada Supreme Court stated that the type of work performed by the independent contractor determines whether an employment relationship exits. *Meers v. Haughton Elevator*, 101

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Nev. 283, 286, 701 P.2d 1006, 1007 (1985). Therefore, the test is not whether the independent contractor's activity is useful, necessary or even absolutely indispensable to the statutory employer's business; rather, the test is whether that "indispensable activity" is, in that business, normally carried on through employees rather than independent contractors. *Id.* This test is codified in NRS 616B.603, which states that an employment relationship only exists if the parties are " in the same trade, business, profession or occupation."

The Consultants are not in the same trade, business, profession or occupation as IAS as defined by the statute and case law.

First, the services provided by the Consultants are not indispensable to IAS. As previously stated, the Consultants are there to expose the students to a broad range of experience and expertise in the industry merely as an added benefit to the students. The school can operate without any of the Consultants' services. Second, the services the Consultants provide to IAS students are not services normally carried on through employees in IAS rather than independent contractors. In fact, no employees whatsoever carry on the same services as the Consultants. Accordingly, under the above test, IAS is not a statutory employer because the activities of the Consultants are not indispensible to IAS and said activities, in this business, are not normally carried on through employees.

Furthermore, the Consultants are akin to booth renters in salons. It has long been established and accepted in this industry (and in Nevada) that salon owners are not required to maintain workers' compensation coverage on booth renters / independent contractors who lease space in a salon. In fact, Nevada law clearly recognizes this type of business model in this industry. NAC 644.307 states specifically that an "owner of a cosmetological establishment may lease space only to licensed manicurists, electrologists, hair designers, aestheticians and cosmetologists within the premises of his establishment." [Emphasis added]. In the same manner a salon leases space to licensed professionals within the premises of the salon, IAS has set up its business model to lease space to licensed instructors within its premises of the school solely for the purpose of providing an added benefit to IAS students. In this regard, IAS acts more as a landlord during the time the Consultants are providing services to IAS students. Accordingly, because IAS' business model is akin to salons that lease space to booth renters and, under this type of business model in this industry salon owners are not required to maintain workers' compensation coverage on the booth renters, IAS is also not required to maintain workers' compensation coverage on its independent contracting Consultants.

Based on all the foregoing, the Consultants are independent enterprises that are not in the same trade as IAS; therefore, IAS is not required to maintain worker's compensation coverage on the Consultants.

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C. IAS is not required to maintain worker's compensation coverage on Consultants because it is not liable for payment of compensation under the NIIA for any industrial injury suffered by a Consultant.

Finally, IAS is not responsible for maintaining workers' compensation coverage for the Consultants because they have agreed to maintain their own coverage and have acknowledged in the Agreement that IAS will not provide this benefit.

NRS 616B.639 expressly states that "[a] principal contractor is not liable for the payment of compensation for any industrial injury to any independent contractor or any employee of any independent contractor if:

- (a) The contract between the principal contractor and the independent contractor is in writing and the contract provides that the independent contractor agrees to maintain coverage for industrial insurance pursuant to chapters 616A to 616D, inclusive, of NRS;
- (b) Proof of such coverage is provided to the principal contractor;
- (c) The principal contractor is not engaged in any construction project; and
- (d) The independent contractor is not in the same trade, business, profession or occupation as the principal contractor.

The Agreements between IAS and the Consultants clearly state that the Consultant acknowledges that he or she is in compliance with all City, State and federal laws required of independent contractors. (Exhibit A). The Agreements also clearly state that IAS will not provide worker's compensation coverage for Consultants and the Consultant is responsible for complying with all state and federal laws. (Id.).

For all the foregoing reasons, IAS is not required by Nevada law to maintain worker's compensation coverage on the independent Consultants.<sup>2</sup> Accordingly, IAS respectfully requests that you find no fraud had been committed and no violation of Nevada law has occurred as it pertains to the NIIA.

#### III. CONCLUSION

<sup>&</sup>lt;sup>2</sup> In the event the Consultants are not determined to be independent enterprises for purposes of the NIIA and IAS is then charged with and convicted of worker's compensation fraud, IAS' due process rights will have been violated based on the vagueness of the statute as it applies to this industry, the accepted standards in this industry (i.e., salon owners), and the lack of notice to IAS and other similar businesses as to what conduct is required to be in compliance with the law and what conduct is criminal.

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For all the reasons set forth above, IAS is not required to maintain worker's compensation coverage on the Consultants. Accordingly, IAS respectfully requests that you determine in this investigation that IAS is not guilty of worker's compensation fraud and not in violation of any Nevada law as it relates to the NIIA.

Please let us know if we can provide you with any additional information, including scheduling a conference call or meeting to further discuss IAS' business model and the Agreements with the Consultants. If you have any questions regarding any of the above, please don't hesitate to contact us.

Very Truly Yours,

Jason D. Guinasso, Esq.

Cc: International Academy of Style

Encl: Exhibit A: Consultant documents including Agreements, W-9s

business licenses, Affidavits of Rejection of Coverage,

and pay information Exhibit B: 1099s



# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

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Acting Chief of Staff

## MEMORANDUM

DATE:

November 20, 2014 – Amended April 30, 2015

TO:

Senior Deputy Attorney General Eric Nickel

FROM:

Daniell A. Valerio, Investigator

SUBJECT:

International Academy of Style - Applicable NRS Statutes

The International Academy of Style (IAS) has, through their attorney, Jason Guinasso, provided a legal analysis of the various NRS Statutes requiring and exempting employers from the requirement to obtain and maintain workers' compensation insurance. Guinasso refers to IAS Instructors as "Consultants".

# Guinasso A – The consultants are excluded from the definition of "Employee" under the NIIA.

Guinasso argues NRS 616A.110(9) excludes IAS Instructors because they operate pursuant to a written agreement which acknowledges the instructors are not employees. NRS 616A.110(9) is written in the *conjunctive*, and NRS616A.110(9)(c) cannot be singularly applied. Each of the three conditions must be met for the employment to be "excluded". Even if we attempt to apply the statute in the conjunctive as it was written, IAS Instructors still do not meet the criteria, because this exemption is based on direct sales, not performance of services.

#### NRS616A.110(9) Any person who:

- (a) Directly sells or solicits the sale of products, in person or by telephone:
  - (1) On the basis of a deposit, commission, purchase for resale or similar arrangement specified by the Administrator by regulation, if the products are to be resold to another person in his or her home or place other than a retail store; or
  - (2) To another person from his or her home or place other than a retail store;

IAS Instructors may or may not sell products, however if they are making sales while performing Instructor Services, or even when operating their own booths, it would be while they were at a retail location therefore is it not applicable.

(b) Receives compensation or remuneration based on sales to customers rather than for the number of hours that the person works; and

IAS Instructors are, by contract, explicitly paid by the hour, and required to invoice IAS for services rendered, therefore their compensation is not based on sales. IAS Instructors may or may not receive sales commissions for products they sold in the IAS Salon.

(c) Performs pursuant to a written agreement with the person for whom the services are performed which provides that the person who performs the services is not an employee for the purposes of this chapter.

IAS Instructors work pursuant to a written agreement which specifies they are not employees for the purposes of workers' compensation insurance. This is the only section of NRS616A.110(9) that IAS meets.

#### Additional thoughts pertaining to NRS 616A.110:

It is my understanding this exemption was put in place for Direct Sales arrangements such as Cutco Knives, Kirby Vacuum Sales, Tupperware, Avon, and other similar direct seller enterprises.

A potential argument for the exclusion of IAS Instructors is NRS 616A.110(1)

NRS 616A.110 "Employee": Persons excluded. "Employee" excludes:

1. Any person whose employment is both casual and not in the course of the trade, business, profession or occupation of his or her employer.

This statutory exemption is also written in the conjunctive, and I will address each point individually.

NRS 616A.075 defines "Casual" employment:

NRS 616A.075 "Casual" defined. "Casual" refers only to employments where the work contemplated is to be completed in 20 working days or parts thereof in a calendar quarter, without regard to the number of persons employed, and where the total labor cost of the work is less than \$500.

[12:168:1947; 1943 NCL § 2680.12]—(NRS A 1977, 373)—(Substituted in revision for NRS 616.030)

Instructors at IAS work on an ongoing basis. While any given instructor might work more or less than 20 working days per quarter, their work is not based on any set job being completed, but instead of the number of hours each instructor works on a given day. In 2013, all IAS Instructors were paid in excess of \$500. IAS instructors are not casual employees.

NRS 616A.350 "Trade, business, profession or occupation of his or her employer" defined. "Trade, business, profession or occupation of his or her employer" includes all services tending toward the preservation, maintenance or operation of the business, business premises, or business property of the employer.

[13:168:1947; 1943 NCL § 2680.13]—(Substituted in revision for NRS 616.120)

IAS is in the business of training students in cosmetology, and as a function of that business, also provides salon services. Instructors are contracted by IAS to "educate students in the fields of cosmetology" according to the IAS Instructor Contract. The Nevada State Board of Cosmetology (NSBC) regulates both the operation of Cosmetology Schools, and those who are licensed to teach cosmetology. The Instructors of IAS provide services within the same trade, business, profession, or occupation as IAS.

# <u>Guinasso B1 – Consultants are Independent Enterprises and not in the same</u> trade as IAS

Guinasso begins this section by quoting the Independent Enterprise Statute, and then immediately changes from "Independent Enterprise" to "Independent Contractor". Guinasso argues IAS Instructors enter into Independent Contractor Agreements with IAS, and that the Instructors are in fact Independent Contractors as defined by NRS 616A.255.

NRS 616A.255 "Independent contractor" defined. "Independent contractor" means any person who renders service for a specified recompense for a specified result, under the control of the person's principal as to the result of the person's work only and not as to the means by which such result is accomplished.

[14:168:1947; 1943 NCL § 2680.14]—(Substituted in revision for NRS 616.105)

Whether IAS Instructors are "Independent Contractors" or not, is irrelevant, because by statute, "Independent Contractors" are considered employees of the principal contractor for the purposes of Industrial Insurance.

#### NRS 616A.210 "Employee": Subcontractors and employees.

- 1. Except as otherwise provided in <u>NRS 616B.603</u>, subcontractors, independent contractors and the employees of either shall be deemed to be employees of the principal contractor for the purposes of chapters 616A to 616D, inclusive, of NRS.
- 2. If the subcontractor is a sole proprietor or partnership licensed pursuant to <u>chapter 624</u> of NRS, the sole proprietor or partner shall be deemed to receive a wage of \$500 per month for the purposes of <u>chapters 616A</u> to <u>616D</u>, inclusive, of NRS.
- 3. This section does not affect the relationship between a principal contractor and a subcontractor or independent contractor for any purpose outside the scope of <u>chapters</u> 616A to 616D, inclusive, of NRS.

[22:168:1947; A 1951, 485]—(NRS A <u>1987, 2047</u>; <u>1991, 2399</u>)—(Substituted in revision for NRS 616.085)

Principal Contractor is defined by NRS:

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NRS 616A.285 "Principal contractor" defined. "Principal contractor" means a person who:

- 1. Coordinates all the work on an entire project;
- 2. Contracts to complete an entire project;
- 3. Contracts for the services of any subcontractor or independent contractor; or
- 4. Is responsible for payment to any contracted subcontractors or independent contractors.

(Added to NRS by 1991, 2390)—(Substituted in revision for NRS 616.1115)

Clearly this statute wasn't written with a school in mind, likely the construction trade. However it's still not unreasonable to argue IAS is a Principal Contractor:

- IAS is ultimately responsible for ensuring there is sufficient staff, supplies, and meeting all other requirements to operate as a School of Cosmetology as specified by NRS 644, and licensed by the NSBC.
- 2) IAS contracts with its students to provide them with accredited training pursuant to both NRS 644 and the National Accreditation Commission of Career Arts such that when their training is complete they meet the necessary requirements to apply for licensure as a cosmetologist with the NSBC.
- 3) IAS contracts for the Services of all Instructors
- 4) IAS is responsible for paying each of their Instructors for services rendered, pursuant to the contract each Instructor is required to sign.

However to address Guinasso's arguments that IAS Instructors are Independent Contractors:

#### The 5 Point Test: (which has in part been overruled)

- 1) Degree of supervision exercised by a putative employer over details of work:
  - a. Guinasso argues the Instructors aren't supervised
    - i. Supervision is defined by Meriam Webster as, "the action or process of watching and directing what someone does or how something is done." By their contract, the Instructors are directed in how they maintain records, and by the NSCB there are standards IAS Instructors must comply with. If IAS is not supervising or directing their instructors, they would have no knowledge of whether or not their instructors are operating in accordance with the NSCB. Therefore, IAS is required by the NSCB to supervise their instructors, if for no other reason than to ensure compliance with NSCB training standards and NRS 644.
- 2) Source of the worker's wages
  - a. Guinasso argues a portion of student tuition is set aside, and that IAS acts as a third party administrator of the funds.
    - i. Third party administrators provide payroll services which include calculating payroll taxes, and providing workers compensation insurance for small businesses. Is IAS attempting to claim their students are the actual employers of the instructors? If so, should we be talking to their students instead of them?

- ii. All businesses take a portion of their revenue and set it aside for labor costs, as a normal business practice. Setting aside funds for labor costs does not make IAS a third party administrator. By this argument, a college is a third party administrator for tuition funds paid by students, and then paid (in part) to professors.
- iii. 3<sup>rd</sup> Party Administrators are required to register with the Division of Insurance, I contacted them and IAS is not a registered 3<sup>rd</sup> Party Administrator.
- 3) Right to hire and fire a worker
  - Guinasso argues IAS does not have the right to hire or fire their Instructors.
    - i. This matter was brought to our attention because IAS fired an instructor for misconduct. In a conversation I had with Casteel, Casteel stated the instructor was requiring one of their students to bring her food; this behavior was not acceptable to Casteel, (and was arguably in violation of NRS 644.103) so the instructor was terminated.
    - ii. If IAS does not have the right to hire Instructors for their business, who does? Do the students have the right to choose which instructors teach at IAS?
    - iii. The employment contract used by IAS specifies if an Instructor doesn't comply with the contract, the contract would be terminated. This is a standard practice for any type of employment contract.

Guinasso's response does not match the annotated case notes format I have, so what they refer to as "fourth" is what I have under "5)".

- 4) Extent to which the workers' activities further "general business concerns"
  - a. Guinasso argues IAS can be operated exclusively by the two owner/partners and the additional instructors "provide a unique benefit to IAS students...and are there solely for the students' benefit, but are not necessary."
    - i. The test does not require the services of the worker be <u>necessary</u>, only that the workers' activities <u>further</u> the general business concern. IAS is a school, and the Instructors are there to provide instruction for the students. By their own statement, IAS instructors are there for the student's benefit, and the success of their students is certainly of "general business concern" for any academic institution.
- 5) Right to control hours and location of work
  - a. Guinasso argues IAS doesn't have the right to control the hours the consultants work other than the operation of the school.
    - i. While Instructors are allowed to choose their schedule, they are presumably expected to adhere to the hours they committed to working. The hours an instructor is allowed to work are limited to the hours IAS is operational. So, instructors are allowed flexibility, however IAS being flexible in their scheduling actually illustrates the

- point that IAS has the right to determine hours. In this case, IAS <u>allows</u> Instructors to choose their own schedule, operating within the confines of the school's hours of operation.
- ii. IAS requires instructors to teach on their premises, and their facility is tightly controlled and regulated by the NSBC. To my knowledge, teachers are not permitted to teach off site.

#### Guinasso B2. Consultants are Independent Enterprises

The Independent Enterprise exemption is not applicable, because as previously discussed, IAS <u>is</u> in the same trade, business, profession, or occupation as their instructors.

- 1) IAS is a School of Cosmetology, providing instruction to students enrolled in their program to earn their Cosmetology licenses. IAS is regulated by the NSBC.
  - a. Instructors provide instruction to students of the School of Cosmetology, known as IAS. To teach cosmetology, an Instructor must be licensed by the NSBC, or be a student earning their instructor license. In either case, their licenses are regulated by the NSBC.
- 2) IAS is a Salon, providing cosmetology services to the public, and its operation is regulated and governed by the NSBC
  - Instructors are cosmetologists, licensed to practice cosmetology by the NSBC.

In either instance, they're operating within the same trade, either as instructors at a school, or cosmetologists in a salon. We then turn to section 2 of this statute and examine what constitutes an independent enterprise:

#### NRS 616B.603 Independent enterprises.

- 1. A person is not an employer for the purposes of <u>chapters 616A</u> to <u>616D</u>, inclusive, of NRS if:
- (a) The person enters into a contract with another person or business which is an independent enterprise; and

While the existence of a contract is not in dispute, whether the Instructor is an independent enterprise is.

(b) The person is not in the same trade, business, profession or occupation as the independent enterprise.

See prior discussion points explaining how IAS and their Instructors ARE operating in the same business, profession, or occupation.

2. As used in this section, "independent enterprise" means a person who holds himself or herself out as being engaged in a separate business and:

In what business are the instructors separately engaged? I presume the instructors are likely engaged as cosmetologists in salons, but I doubt they are engaged in their own separate business as instructors.

(a) Holds a business or occupational license in his or her own name;

All Instructors are required to hold an occupational license by the NSBC as a Cosmetology Instructor (or Instructor Student). I assume all of the Instructors have an occupational license (pursuant to NRS 644), and I further assume many of them have city business licenses as many likely work as cosmetologists elsewhere.

or

(b) Owns, rents or leases property used in furtherance of the business.

Guinasso argues the Instructors Lease a Chair from IAS, however there is no mention of Instructors renting chairs or booths in their contract. Chair rental implies the Instructor pays IAS to allow them to teach in their Academy, or to perform cosmetology services for the public. This is clearly not the case, because IAS pays the Instructors for the number of hours they teach. There is no dispute that many of the Instructors perform cosmetology services at Salons outside of IAS, where they may very well rent a booth. In those instances however, they're not operating as an Instructor, they're operating as a cosmetologist. While it is possible for an individual to have an Independent Enterprise as an instructor, that argument would have to be examined on a case by case basis, nor has that particular argument been made.

The third section of this statute does not apply

- 3. The provisions of this section do not apply to:
- (a) A principal contractor who is licensed pursuant to chapter 624 of NRS.
- (b) A real estate broker who has a broker-salesperson or salesperson associated with the real estate broker pursuant to NRS 645.520.
- 4. The Administrator may adopt such regulations as are necessary to carry out the provisions of this section.

(Added to NRS by 1991, 2392; A 1995, 2136)—(Substituted in revision for NRS 616.262)

#### Guinasso B3. "Consultants are not in the "same trade" as IAS.

Guinasso argues pursuant to the Meers case, the test is whether the activity is normally carried on through employees rather than independent contractors. I do not believe Meers is applicable because 1) Meers was written specifically with repair/construction services in mind and 2) In this particular business, IAS claims they have NO employees whatsoever. It would perhaps be reasonable to compare IAS to another academic institution. If we examine this from the perspective that IAS is an academic institution, then I would argue that an instructor or professor at an academic institution is an employee, and would not be considered an independent contractor.

Please see previous arguments as to why IAS and IAS Instructors ARE in the same trade, business, profession or occupation.

Guinasso posits that IAS Instructors are akin to booth renters in salons, and that it has long been established and accepted that salon owners are not required to maintain wokers' compensation coverage on booth renters who lease space.

I have already addressed the matter of whether instructors are similar to booth renters in the "Independent Enterprise" discussion (see page7).

Based on conversations with the Division of Industrial Relations, I do not agree with this "long established" practice. The DIR analyzes each case based on the merits of the case, and absolutely has required Salon Owners to carry WC Coverage. I would further argue that based on NRS 644.307 (Salon owners may only lease space to licensed cosmetologists) and NRS 644.370 (cosmetology establishment must be under supervision of license cosmetologist at all time) ALL Salons, whether "booth rental" based or "employee" are required to carry workers' compensation insurance, because they are operating with the same trade, and their operation is governed and regulated by the same state agency, the NSBC.

#### Guinasso C IAS not required to have WC because they're not liable:

Guinasso argues IAS meets the criteria of NRS 616B.639

NRS 616B.639 Limitation of liability of principal contractor for industrial injury to independent contractor or employee of independent contractor.

1. A principal contractor is not liable for the payment of compensation for any industrial injury to any independent contractor or any employee of an independent contractor if:

Guinasso implies that IAS is a principal contractor and the Instructors are Independent Contractors. I have previously addressed both of these points, however to summarize:

- 1) It is not unreasonable to argue IAS is a principal contractor, though that statute was clearly written with the construction industry in mind.
- 2) I dispute IAS instructors are Independent Contractors
  - (a) The contract between the principal contractor and the independent contractor is in writing and the contract provides that the independent contractor agrees to maintain coverage for industrial insurance pursuant to chapters 616A to 616D, inclusive, of NRS;

While there is a written contract, it does NOT specify that the contractor agrees to maintain workers' compensation insurance. What it does say is that the Instructor acknowledges IAS will not be responsible for providing workers' compensation coverage. It requires the Instructor to pay applicable taxes and other city requirements. The contract again states that Instructors will not receive workers' compensation benefits from IAS.

If we assume that by "other city requirements" IAS means, Instructors must carry a workers' compensation insurance policy, a sole proprietor is not required to carry a workers' compensation insurance coverage for himself.

(b) Proof of such coverage is provided to the principal contractor;

No such proof of coverage was submitted by Guinasso, nor is it likely to exist as sole proprietors are not required to obtain insurance for themselves.

- (c) The principal contractor is not engaged in any construction project; and
- (d) The independent contractor is not in the same trade, business, profession or occupation as the principal contractor.

The principal contractor, IAS, is not engaged in any construction project; however the IAS Instructors ARE in the same trade, business, profession or occupation as the principal contractor.

2. The Administrator may adopt such regulations as are necessary to carry out the provisions of this section.

(Added to NRS by 1991, 2392)—(Substituted in revision for NRS 616.286)

#### **Guinasso Footnote:**

Guinasso argues in the event IAS Instructors are NOT found to be independent enterprises, then IAS's due process rights have been violated, because of the "vagueness of the statute as it applies to this industry...".

This argument possibly has merit if applied to the average salon, operating as a booth rental facility, with no Workers' Compensation Insurance for their <u>booth renters</u>. This argument is not applicable to IAS, because IAS is not in the business of renting booths. IAS is in the business of providing instruction to cosmetology students, and as a function of that service, offer salon services to the public.

#### **Devices Modifying Liability Void:**

Pursuant to NRS 616B.609, an employer cannot waive their liability through a written contact, and any such contract is void.

#### NRS 616B.609 Devices modifying liability void; exception.

- 1. Except as otherwise provided in subsection 2:
- (a) A contract of employment, insurance, relief benefit, indemnity, or any other device, does not modify, change or waive any liability created by chapters 616A to 616D, inclusive, of NRS.
- (b) A contract of employment, insurance, relief benefit, indemnity, or any other device, having for its purpose the waiver or modification of the terms or liability created by chapters 616A to 616D, inclusive, of NRS is void.
- 2. Nothing in this section prevents an owner or lessor of real property from requiring an employer who is leasing the real property from agreeing to insure the owner or lessor of the property against any liability for repair or maintenance of the premises.

[25:168:1947; 1943 NCL § 2680.25]—(NRS A 1989, 1245)—(Substituted in revision for NRS 616.265)

#### **Unemployment Insurance, NRS 612**

It has been brought to my attention there may still be questions relating to whether IAS's instructors are exempt from Unemployment Insurance (UI).

Below I have provided a brief overview of why IAS is also required to report wages for Unemployment Insurance benefits. I have no provided a detailed analysis, because the issues at hand are virtually indistinguishable. There are some differences in case law, however the differences only further the point that UI is also required. A more detailed analysis can be provided.

NRS 612.085 "Employment": Services deemed employment unless specific facts shown. Services performed by a person for wages shall be deemed to be employment subject to this chapter unless it is shown to the satisfaction of the Administrator that:

1. The person has been and will continue to be free from control or direction over the performance of the services, both under his or her contract of service and in fact;

As previously discussed, the instructors are required to maintain records in a particular format, and expected to perform in conformance with NRS 644 and NSBC, therefore the performance of their services is controlled by IAS.

2. The service is either outside the usual course of the business for which the service is performed or that the service is performed outside of all the places of business of the enterprises for which the service is performed; and

Teaching at a school is performing a service <u>within</u> the usual course of the business. All instruction occurs on the IAS premises. IAS does not meet either criterion for this section.

3. The service is performed in the course of an independently established trade, occupation, profession or business in which the person is customarily engaged, of the same nature as that involved in the contract of service.

While the instructors are engaged in an occupation which is characterized by licensure, (Cosmetology Instructor) to my knowledge they are not customarily engaged as Instructors. If anything the Instructors are likely to be customarily engaged as cosmetologists (not instructors). Therefore the nature of the trade they are customarily engaged in is not of the same nature as their instructional contract with IAS.

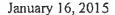
#### Contracts

As with Workers' Compensation, NRS 612.700 specifies an individual cannot waive their rights to Unemployment, and contracts which do so are void.

#### NRS 612.700 Waiver of rights void.

1. Any agreement by a person to waive, release or commute his or her rights to benefits or any other rights under this chapter is void, except an agreement made voluntarily with a state or local agency to withhold money from the benefits to pay support for a child.

- 2. Any agreement by any person in the employ of any other person or concern to pay all or any portion of an employer's contributions, required under this chapter from the employer is void.
- 3. No employer may directly or indirectly make, require or accept any deduction from wages to finance the employer's contributions required from the employer, or require or accept any waiver of any right under this chapter by any person in his or her employ.
- 4. Any employer or officer or agent of an employer who violates any provision of this section is guilty of a misdemeanor.





#### VIA EMAIL AND U.S. MAIL

Melanie Maguire, Supervising Auditor II
Department of Employment, Training & Rehabilitation
Employment Security Division
1325 Corporate Blvd., Suite C
Reno, Nevada 89502

Re: New Business Plan Using Independent Contractors and Request for Advisory Opinion

Dear Melanie:

As requested, below is International Academy of Style's ("IAS") new business plan. This correspondence also serves as IAS' request for an advisory opinion from ESD regarding whether the below business plan and attached Agreements demonstrate that Instructors at IAS are, in fact, independent contractors for purposes of unemployment taxes.

#### I. Summary of IAS and use of Independent Instructors

IAS is an educational facility providing instruction in the areas of cosmetology, hair design, aesthetics, and nail technology. IAS has a goal of providing its students with additional, specialized instructions, beyond that required by the Board of Cosmetology and Nevada law, as a unique and valuable feature that sets IAS graduates apart from graduates of other cosmetology schools in Nevada. IAS intends to set a high standard in the industry for new beauty professionals entering this industry as graduates of IAS.

In order to meet this goal and attract highly qualified instructors who are current experts in the various fields of cosmetology, and who are up-to-date on current new trends and beauty techniques, IAS hires independent contractors to serve as Instructors who provide this high quality instruction based on each individual Instructor's area(s) of expertise. Most Instructors at IAS still work in salons in addition to providing instructional services for IAS. Some instructors also provide instructional services outside the scope of the Agreement between the Instructor and IAS to non-IAS students.

Importantly, Instructor services provided for under the Agreement are not integral to the operation of IAS, but rather are provided as an added benefit to IAS students to expose them to a broad range of experience, expertise and techniques in the various areas of instruction. IAS can operate without the use of independent Instructors, as the two owners who are licensed instructors and students with provisional licenses issued pursuant to NRS 644.193, meet the requirements of NRS 644.395 to operate IAS. And

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either party may terminate the Agreement with ten (10) day written notice, unless the termination is for cause as defined in the Agreement, in which case no notice is required.

#### II. Independent Instructor Agreements

IAS' business model was designed similar to that of salon owners and their independent contractors (hereinafter "booth renters"). Like booth renters, each Instructor voluntarily enters into a contract with IAS for the performance of his or her services. Since the third quarter of 2014 and subsequent to the conference on IAS' Petition for Readjustment, IAS has updated its Agreement. The new Agreements, which set forth the nature of the relationship between IAS and the Instructors, since at least October 1, 2014, is attached hereto as Exhibit A.

Instructors acknowledge that IAS is a licensed educational facility under NRS 644.380 and, therefore, Instructors are subject to any standards, policies or procedures set forth by the Board of Cosmetology in the performance of their services, but they are not required to comply with any standard or policy set forth by IAS. If an Instructor needs assistance in fulfilling his or her terms and obligations under the Agreement, such as maintaining records of attendance and grades, purchasing supplies, etc., the Instructor must employ his or her own assistant. Instructors acknowledge and understand that any employees hired by the Instructor are not IAS employees and each Instructor is fully responsible for any insurance, compensation, etc. for his or her own employees.

Instructors are compensated based on the negotiated rate set forth in the Agreement. After services are performed, Instructors provide invoices to IAS for payment pursuant to the Agreement. Instructors bill IAS for their services as they see fit, provided they bill a minimum of once per month in order for IAS to keep accurate records of student accounts. Part of each student's tuition at IAS includes a percentage set aside that is used for payment to Instructors for the specialized services to students. In the event the student withdraws prematurely from IAS prior to completing a program and that student is entitled to a refund of any tuition monies, any monies set aside for payment to Instructors is also refunded to the student as part of their tuition reimbursement.

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<sup>1</sup> Because quarterly reports were provided as agreed upon through the end of September 2014, the new Agreements provided cover the term of October 1, 2014 through December 31, 2015. However, as explained in the conference, the nature of the relationship as set forth in the new Agreements predates October 1, 2014 and Stacy Slazas' "employment." Thus, although IAS paid employment taxes on Instructors for the periods requested, the Instructors may have also paid their own business fees and taxes and income taxes for same time periods based on their belief that they were operating as independent contractors Southwood Blvd., Suite 301, Incline Village, Nevada 89451

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Chair rental fees are also due once per month, although an Instructor can choose at his or her own discretion to teach other general classes in lieu of the rental fee. No other compensation is provided for the instruction of the general class(s) taught in lieu of the fee and the Instructor has complete discretion on whether they wish to pay the monthly rental fee or teach a class(es).

Instructors are responsible for their own supplies, materials and equipment, other than the rental chair, in providing services to IAS students. IAS provides students with supplies and equipment, which can be used during an Instructor's services. However, if an Instructor desires students to use any supplies, materials or equipment not already provided by IAS, such as a specific brand of product or tool, the Instructor is responsible for those costs and cannot pass said costs on to the students unless expressly agreed to in writing by the student(s) in advance of the service. IAS does not reimburse any business costs or fees associated with providing services under the Agreement to Instructors. Additionally, Instructors are responsible for maintaining all licenses, continuing education, certifications, etc. in providing services to IAS students under the Agreement. IAS does not reimburse any such costs or expenses related to such licenses, education or certifications.

Instructors understand that they are not being retained to fulfill the requirements of NRS 644.395, therefore, they are able to set their own schedules, come and go as they see fit as long as they are fulfilling the promises made in the Agreement. Instructors are in full control of how they provide services under the Agreement and in keeping records of student attendance and grades for said services. Instructors have full control over the days and number of hours they intend to provide services to IAS students and they set their own billable hourly rates (similar to how billable hourly rates are set by attorneys). Instructors essentially bid for open spots/chairs when space becomes available and then IAS selects them based on the specialized service IAS wishes to provide to its students and the experience and skill of the Instructor, as well as the Instructor's reputation in the community for providing the service the Instructor wishes to teach. IAS does not keep track of an Instructor's schedule of services or manner in which services are performed. IAS does keep track of whether the desired outcome and purpose of the Agreement is being obtained.

Although Instructors perform services on IAS premises, similar to services provided by independent cosmetologists who rent/lease space in a salon, Instructors are not restricted to providing services on IAS premises; rather, they may also provide services to students off-campus at the Instructors own scheduling, expense and liability.<sup>2</sup>

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<sup>2</sup> Nevada law requires instructional services be provided in a licensed facility just as salon services must be provided in licensed facility. Therefore, if an Instructor wishes to provide services to IAS students outside of IAS facility was an instructor wishes to provide services to IAS students outside of IAS facility was an instruction with the control of IAS facility was an instruction of IAS facility was an instruction of IAS facility was an instruction of IAS facility was a salon services be provided in a licensed facility just as salon services must be provided in a licensed facility just as salon services and the provided in a licensed facility just as salon services must be provided in a licensed facility just as salon services and in the provided in a licensed facility.

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Additionally, the Agreement between IAS and the Instructors is not exclusive and the Instructors are free to provide instructional services, cosmetology services, etc., to other establishments as the Instructor chooses.

Instructors expressly acknowledge that they are being retained as independent contractors subject only to the terms and conditions set forth in the Agreement and any laws applicable to the services being performed. Instructors have the right to supervise, manage, operate, control, and direct performance of the details incident to their duties under the Agreement. Moreover, Instructors acknowledges that they are solely responsible for the withholding of income taxes or any other taxes, industrial insurance coverage if applicable, and unemployment compensation coverage if applicable. Instructors are also responsible for paying their own medical bills in the event of an injury during the performance of their services under the Agreement. Instructors expressly agree to indemnify and hold IAS harmless from, and defend against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising from or incurred because of, incident to, or otherwise with respect to any such taxes, fees or medical bills listed above.

IAS provides no training to Instructors related to the performance of the Instructors' services under the Agreement, and Instructors hold themselves out to be engaged in separate businesses from IAS, including having their own business licenses in their own names and/or owning/renting property in furtherance of their businesses. Business licenses are provided and attached to the Agreements.

Instructors acknowledge and agree that they are not employees as defined in NRS 616A for purposes of worker's compensation coverage, but rather they are expressly exempted from the definition pursuant to NRS 616A.110(9)(c). Specifically, Instructors are excluded from the definition of employee because they perform services pursuant to a written Agreement, which expressly provides that Instructors are not performing services as employees of IAS for purposes of NRS 616A. Copies of proof of an Instructor's worker's compensation coverage or notice of sole proprietorship with no employees are attached to the Agreements.

Instructors may not assign their Agreements and they are solely responsible for any cancellations, substitutions, make-ups, etc. of services to students, including any compensation to a substitute or subcontractor. For example, if an Instructor schedules a service with students, the Instructor is responsible for meeting that obligation or informing students of any cancellations, rescheduling, or substitutions. If students are unhappy with an Instructor's performance of services and complain to IAS, IAS will get

ensure the instruction meets the requirements of the law or the Instructor would be in breach of the Agreement. 936 Southwood Blvd., Suite 301, Incline Village, Nevada 89451

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involved merely to determine if the Instructor is complying with the terms and obligations under the Agreement or if there has been a breach of the Agreement for which liability may attach. Pursuant to the Agreement, the Instructor promises to perform services with care, skill and diligence in accordance with applicable professional standards currently issued by such profession in similar circumstances. Additionally, Instructors are responsible for the quality and completeness of all services performed under the Agreement. Therefore, if an Instructor is not fulfilling these promises then the Instructor is not fulfilling his or her obligations and promises under the Agreement.

Finally, pursuant to the Agreement, a set term is provided for and either party may terminate the Agreement with ten (10) days written notice unless IAS terminates the agreement for cause as defined in the Agreement. The definition of "for cause" includes the following conduct: Instructor is charged with a felony crime; Instructor commits a crime or act of moral turpitude such as an act of fraud or other crime or act involving dishonesty; Instructor fails to perform his or her services in a competent manner; Instructor fails to maintain all licenses and requirements necessary to perform services under this Agreement; Instructor fails to maintain a safe environment for students while performing services on IAS' premises or instructing IAS students; Instructor commits any act or acts that harm IAS' reputation, standing, or credibility within the community it operates or with its students or suppliers; or Instructor fails to perform the terms and conditions as agreed upon under this Agreement.

Based on the terms and conditions set forth in the Agreement, we believe Instructors of IAS are independent contractors for purposes unemployment compensation and taxation.

#### III. Comparison to ESD Determination that Stacy Slazas was an Employee

ESD made express findings in the unemployment proceedings involving Stacy Slazas, which are fully set forth in IAS's Petition for Readjustment. Based on those findings, the following factors are important in demonstrating that the Instructors subject to the Agreements and new business plan set forth in this correspondence and attached hereto are not similarly situated to Ms. Slazas and are not employees of IAS:

- No Instructor works as a supervisory instructor.
- No Instructor is responsible for opening and closing the facility, although Instructors do have keys in order to provide their services on their own schedules.
- No Instructor performs "a variety of tasks" at IAS' direction.
- IAS has not terminated an Instructor from employment.
- IAS does not have the right to control and direct the Instructors' daily manner and the BWERSuite 301, Incline Village, Nevada 89451

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- No Instructor is required to follow IAS' instructions.
- No Instructor is prohibited from refusing work or fears ramification if work is refused. In fact, Instructors decide what services they intend to provide in entering the Agreement and when and how they intend to provide those ervices.
- No Instructor is required to work exclusively for IAS or prohibited from working for another cosmetology school providing the same services.
- No Instructor is expected to locate an "employee" to cover his or her work, as there are no employees at IAS. Instructors are only responsible for and expected to meet the terms and obligations of the Agreement.
- No Instructor's job duties consist of opening the school, working the front desk, answering phones, or supervising other Instructors.
- No In tru tor's services are a direct extension and integral part of IAS' commercial business enterprise.
- · No Instructor is required to perform assigned tasks in the order of sequence prescribed by IAS.
- No Instructor assists in managing the school operations, school staff, and the school's instructional programs as directed.
- · No In tructor is employed for the specific purpose of assisting in the management of the school under contract with IAS.

Based on the factors set forth above, which are in direct contradiction to the findings in the unemployment proceedings of Ms. Slazas, we believe Instructors of IAS are independent contractors for purpose unemployment of impensation and taxation.

#### IV. Conclusion

As can be seen upon review of the busines plans et forth above and the new Agreements attached to this correspondence, Instructors at IAS are independent contractors who have their own businesses and are responsible for their own taxes, including any taxes and ees owed to ESD. Accordingly, IAS respectfully requests an opinion and confirmation from ESD that no additional quarterly reports, beyond the third quarter of 2014, are required to be filed because there are no instructional employees with income to report, and Instructors are not employed of IAS for purposes 6 unemployment compensation and taxation.

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ployment Security Division

Please let us know if we can provide you with any additional information. If you have any questions regarding any of the above, please don't hesitate to contact us. We look forward to your response.

Very Truly Yours,

Crystal R. Willis, Esq.
Attorney for International Academy of Style

Cc: International Academy of Style
Edgar J. Roberts, CPM, Chief of Contributions
J. Thomas Susich, Esq., Senior Legal Counsel
Neil Rombardo, Esq., Senior Legal Counsel

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#### 4/30/2015

To whom it may concern,

Please find the enclosed forms that will bring international Academy of Style current and paid in full up to the closing date of the account.

On October 29 2014 an informal hearing was attended by DETR representatives, to include Tom Susich, and international Academy of Style and counsel for international Academy of Style. At this hearing it was agreed that all penalties would be waived but the interest was due by law and could not be waived.

Below please find a copy of the email to confirm the date of October 29, 2014 for the Informal hearing.

Thank You

Loni D Casteel

International Academy of Style

## Employment Security //sion

Contributions Section
500 E. Third Street
Carson City, NV 89713-0030
https://uitax.nvdetr.org
(775) 684-6330

Quarter: 2014 'Quarter Ending: 3/21/14

Employer Account: 027374800

Delinquent After: Federal ID Number:

BOND FACTOR: 0.29 & = 00009

Employer/DBA/Mailing Address

International Aradimy of Style

2095 Market St

Pinu NV 85502

## **Quarterly Bond Contributions Report**

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report If Line 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.	)	36,598
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	×	0029
3. BOND CONTRIBUTIONS AMOUNT DUE	=	10613
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)		b
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	6
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH	LATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	12.72
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	Ξ	11885

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due.
   Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are <u>not</u> available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name:

lan Insteal

Telephone Number: 27-803-9065

Date:

**BR Rev 2-15** 

#### vision Employment Security

Contributions Section 500 E. Third Street Carson City, NV 89713-0030 https://uitax.nvdetr.org (775) 684-6330

Quarter: 20%

Quarter Ending: 6/30/14

Employer Account: 027374800

Delinquent After: Federal ID Number:

BOND FACTOR: 1.29 20 = 0.0029

Employer/DBA/Malling Addre

## **Quarterly Bond Contributions Report**

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report) If LINE 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.	_	33800.3
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0000
3. BOND CONTRIBUTIONS AMOUNT DUE	n n	98.02
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	•	b
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	0
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH L	ATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	882
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	106 84

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due. Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are <u>not</u> available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Telephone Number: 275- Ka3-9063

**BR Rev 2-15** 

#### Employment Security vision

Contributions Section 500 E. Third Street Carson City, NV 89713-0030 https://ultax.nvdetr.org (775) 684-6330

Quarter: 2014

Quarter Ending: 9/30

Employer Account: 02757

Delinguent After: 11/3/19

Federal ID Number:

BOND FACTOR: /2/9/

Employer/DBA/Mailing Address

## **Quarterly Bond Contributions Report**

Quarterly bond contributions are due by law in addition to quarterly unemployment insurance (UI) taxes. Bond contributions will continue to be collected quarterly until the bonds issued to pay federal loans for unemployment benefits are fully repaid in late 2017 or early 2018.

Please complete this report to determine the Bond Contributions Amount Due for the quarter stated above.

1. ENTER TAXABLE WAGES PAID THIS QUARTER (Same as LINE 5 on Employer's Quarterly Report If LINE 5 on Report is ZERO (no taxable wages) write "NONE" and return without payment.	:)	29987
2. MULTIPLY BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	х	0029
3. BOND CONTRIBUTIONS AMOUNT DUE	≃ :	86 96
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)		6
4. ADD \$5.00 FOR ONE OR MORE DAYS LATE FILING THIS REPORT	+	Ð
5. ADD ADDITIONAL CHARGE AFTER 10 DAYS (LINE 1 X .001) FOR EACH MONTH/PART OF MONTH	LATE+	6
6. ADD INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	5-00
7. PAY TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	9218

- Return the completed report, along with a separate check for the Total Bond Contributions Amount Due. Do not combine UI taxes and bond contributions in the same check. UI taxes and bond contributions must be kept separate.
- Make check payable to Employment Security Division. Include your Employer Account Number and "Bond" on the check memo line. NOTE: Electronic payments are not available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

**Print Contact Name:** 

Telephone Number: 775-823-9003

**BR Rev 2-15** 

ADAM PAUL LAXALT Attorney General



#### STATE OF NEVADA

#### OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

March 17, 2016

WESLEY K. DUNCAN First Assistant Attorney General

NICHOLAS A. TRUTANICH Chief of Staff

> KETAN D. BHIRUD General Counsel

Copy to PP

Debra Atkinson Division of Industrial Relations 400 West King Street, Suite 400 Carson City, Nevada 89703

International Academy of Style RE:

The State of Nevada v. Bonnie Jean Schultz and Loni Doreen

Reno Township Justice Court Case No. RCR2015-083504

DIR Comp. #none provided

106706 1706718 164960 JB

Dear Ms. Atkinson:

The above-referenced criminal case alleging acts constituting Workers Compensation fraud has been resolved by way of a negotiated settlement agreement between the parties. The defendants have paid \$750.00 in investigative costs to the Attorney General's office and the case was dismissed.

Should you have any questions or concerns regarding the foregoing, please feel free to contact me at (775) 687-2120.

Sincerely,

ADAM PAUL LAXALT Attorney General

By: /s/ Eric Nickel ERIC NICKEL

> Senior Deputy Attorney General Workers' Compensation Fraud Unit

Encl.

ADAM PAUL LAXALT

Attorney General

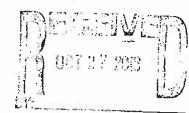


# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL 5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

October 25, 2016

WESLEY K. DUNCAN
First Assistant Attornay General

NICHOLAS A. TRUTANICH
First Assistant Astorney General



Jason D. Guinasso, Esq. Guinasso Law, Ltd. 190 Huffaker Lane, Suite 402 Reno, Nevdada 89511

Re:

State of Nevada v. Bonnie Jean Schultz and Loni Doreen Casteel

dba International Academy of Style

Case No. RCR2015-083504

Dear Mr. Guinasso:

For your records, please find enclosed a copy of the Dismissal Memorandum in the above-referenced matter.

If you have any questions or need further information, please contact our office.

Sincerely,

ADAM PAUL LAXALT

Attorney General

Rv

CORRAINE WEBBER

Legal Secretary II

Workers' Compensation Fraud Unit

(775) 687-2133

ADAM PAUL LAXALT
Attorney General



WESLEY K, DUNCAN First Assistant Attorney General

MICHOLAS A, TRUTANICH
First Assistant Attorney General

# STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202 Reno, Nevada 89511

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To:

Reno Justice Court

From:

Eric Nickel, Senior Deputy Attorney General

Subject:

State of Nevada v. Bonnie Jean Schultz and Loni Dorq

Case No. RCR 2015-083504

Date:

October 19, 2016

	The defendant	is ple	eading to	other	charges	in	District	Court.
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There is insufficient evidence to proceed in this case.

Due to the absence of witnesses, this case cannot go forward.

Due to the absence of a drug test, this case cannot go forward.

The Defendants have successfully completed all terms of the deferred prosecution; therefore, the State moves this Honorable Court to dismiss the criminal charge against the defendants.

Please dismiss this case and exonerate any and all bail. If you have any questions, please call me at 687-2120.

ERIC NICKEL

SENIOR DEPUTY ATTORNEY GENERAL

NV State Bar No. 5439

Workers Compensation Fraud Unit

(775) 687-2120

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IN THE JUSTICE COURT OF RENO

IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA

STATE OF NEVADA.

RCR 2015

083504

Plaintiff.

Dept. No.

**CRIMINAL COMPLAINT** 

VS.

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**BONNIE JEAN SCHULTZ and** LONI DOREEN CASTEEL

Defendants.

The State of Nevada, by and through ADAM PAUL LAXALT, Attorney General, and ERIC NICKEL, Senior Deputy Attorney General, upon his knowledge, information and/or belief, complains and charges BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL, the above-named defendants, with having committed the offense of FAILURE BY EMPLOYER TO PROVIDE, SECURE AND MAINTAIN INDUSTRIAL INSURANCE COMPENSATION, a misdemeanor violation of NRS 616D.200(3)(a), within Reno Township, Washoe County, Nevada, committed as follows:

#### COUNT I

## FAILURE BY EMPLOYER TO MAINTAIN INDUSTRIAL INSURANCE COMPENSATION COVERAGE,

a misdemeanor violation of NRS 616D.200(3)(a)

That the defendants, BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL. individually and/or in joint participation, on or between December 31, 2010, and September 2, 2015, did unlawfully, as employers within the provisions of NRS 616B.633, fail to provide, secure or maintain compensation as required by the Nevada Industrial Insurance Act, by engaging one or more employees to facilitate a business or trade known as International Academy of Style, located at 2295 Market

-1-





Street, Reno, Nevada, and failed to maintain industrial insurance coverage for the benefit of their employees.

All of which is contrary to the form, force and effect of the statutes in such cases made and provided, and against the peace and dignity of the State of Nevada.

WHEREFORE, the undersigned complainant requests that a Summons be issued so that the Defendants may be hailed into Court and answer to the charges according to law.

### **AFFIRMATION PURSUANT TO NRS 239B.030**

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED this 8 day of September, 2015.

ADAM PAUL LAXALT Attorney General

By:

ERIC NICKEL
Senior Deputy Attorney General

Nevada Bar No. 5439

Workers Compensation Fraud Unit 5420 Kietzke Lane, Suite 202

Reno, Nevada 89511

(775) 850-4110

ATTORNEY FOR THE STATE OF NEVADA

Summons

#### AND CRIMINAL

## CASE SUMMARY CASE No. RCR2015-083504B

The State of Nevada Loni Doreen Casteel

and and

Location: Reno Criminal Judicial Officer: Lynch, Patricia Filed on: 09/09/2015

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Offense

1. Employer fail to provide industrial insurance coverage, 1st

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Date

Case Type: Misdemeanor

12/31/2010

Case 10/27/2016 Concluded Status:

Related Cases

RCR2015-083504A (Co-Defendant)

Statistical Closures

10/27/2016 Dismissed (before trial)

CASE ASSIGNMENT

DATE

Current Case Assignment

Case Number Court

Date Assigned Judicial Officer RCR2015-083504B

Reno Criminal 09/09/2015 Lynch, Patricia

PARTY INFORMATION

Plaintiff

The State of Nevada

Lead Attorneys

Nickel, Eric A. 775-850-4110(W)

Defendant

Casteel, Loni Doreen

DATE	Events & Orders of the Court	INDEX
09/09/2015	Criminal Complaint Filed	
09/09/2015	Summons Issued	
09/29/2015	Summons Returned and Filed	
10/04/2016	CANCELED Arraignment (10:00 AM) (Judicial Officer Lynch, Patricia)  Vacated	S
10/19/2016	Dismissal Memo Filed	
10/24/2016	Dismissal Order Filed	
10/27/2016	Disposition (Judicial Officer: Lynch, Patricia)  1. Employer fail to provide industrial insurance coverage, 1st Dismissed by State	
10/27/2016	Case Concluded	

#### MENO CRIMINAL

## CASE SUMMARY CASE NO. RCR2015-083504A

The State of Nevada Bonnie Jean Schultz

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Location: Reno Criminal Judiciel Officer: Lynch, Patricia Filed on: 09/09/2015

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CASE	INFORMAT	TTON:

Offense

1. Employer fail to provide industrial insurance coverage, 1st

Deg M

Date

Case Type: Misdemeanor

12/31/2010

Status:

10/27/2016 Concluded

Related Cases

RCR2015-083504B (Co-Defendant)

Statistical Closures

10/27/2016 Dismissed (before trial)

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number Court

Date Assigned Judicial Officer RCR2015-083504A Reno Criminal 09/09/2015 Lynch, Patricia

PARTY INFORMATION

Plaintiff

The State of Nevada

Lead Attorneys

Nickel, Eric A. 775-850-4110(W)

Defendant

Schultz, Bonnie Jean

Desendant	Schutz, Double Jean	
DATE	EVENTS & ORDERS OF THE COURT	Kaoni
09/09/2015	Criminal Complaint Filed	
09/09/2015	Summons Issued	
09/29/2015	Summons Returned and Filed	3
10/04/2016	CANCELED Arraignment (10:00 AM) (Judicial Officer: Lynch, Patricia)  Vacated	
10/19/2016	Dismissal Memo Filed	
10/24/2016	Dismissal Order Filed	
10/27/2016	Disposition (Judicial Officer: Lynch, Patricia)  1. Employer fail to provide industrial insurance coverage, 1st  Dismissed by State	
10/27/2016	Case Concluded	



## **FAX COVER SHEET**

DATE:	12/20/16
TO:	Lisa Dayton, DIR
FAX #:	(775) 689-2194
FROM:	Reese Kintz Guinasso, LLC
RE:	B Schultz & L Casteel, Policy No. NVARP301842
NUMBER OF PAGES (including cover sheet):	9
CC:	File
	Dear Lisa,  Regarding the referenced matter, please find the attached forms. I look forward to hearing from you after 12/28/16. Thank you very much for your assistance!  Respectfully, Katrina Torres ktorres@rkglawyers.com (775) 832-6800 office (775) 201-9611 fax
*Please Note*	The information contained in this facsimile may contain protected health, legally privileged, or otherwise confidential information intended only for the use of the individual(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you may not further disseminate, distribute, disclose, copy or forward this message or any of the content herein. If you have received this E-mail in error, please notify the sender immediately and delete the original.

DIR-RCVCI A TOTAL OF 8 CERTS OF TAIS FOR employees with 190 W. Huffaker Lane, Suite 402 - Reno, NV 89511 - 775-832-6800 (O) - 775-201-9611 (F) th 15 fax

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PAGE 801 OF 801

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PAGE 001 OF 001

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ACORD 25 (2018/03)

INTERNATIONAL ACADEMY OF STYLE

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CERTIFICATE OF LIA	BILITY INSI	JRANCE	AH R076	DATE (ADSIDDATYY) 10/27/2016				
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## CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MANDDYYYY) 10/21/2016

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## CERTIFICATE OF LIABILITY INSURANT

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Canc/Reinst/Non-Renew

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Trans History

Policy Eff Dt 12/01/2015

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Policy Nbr NVARP301842
Primary Insured Name B SCHULTZ & L CASTEEL

Employer Search Criteria

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# Cancellations / Reinstatements / Non-Renewals NEVADA

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Policy	8	Carrier	Names 8

Names & Addresses

Names Addresses

State Exposure

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Canc/Reinst/Non-Renew

Trans History

Policy Nbr NVARP301842

Primary Insured B SCHULTZ & L CASTEEL

Carrier Code 27995

Policy Eff Dt 12/01/2015

Policy Exp Dt 12/01/2016

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## **State Exposure**

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Names & Addresses

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Trans History

Policy Nbr NVARP301842

Primary Insured Name B SCHULTZ & L CASTEEL

Carrier Code 27995

Policy Eff Dt 12/01/2015 Policy Exp Dt 12/01/2016

Note: The class code, exposure, and premium information displayed on this page are reported on an estimated basis.

lass Code	Glass Description	Exposure Act/ Coverage Code	Exposure Períod Effective Date	Estimated Exposure Amount (\$)	Manual/ Charged Rate	Estimated Premium Amount (\$)
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8810	CLERICAL OFFICE EMPLOYEES NOC	01	\$68.49 Daily	25,000.00	.4200	14
9014	JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01	#68.49 Daily	12,000.00	4.0100	40
9586	BARBER SHOP	01	5575,34	210,000.00	1,1200	2,35
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00.	.0100	
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	:
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) \$1000000/\$1000000/\$1000000	00		.00	.0000	3
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00		.00	.0000	1

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Policy & Carrier

Names & Addresses

Names

Addresses

**State Exposure** 

Canc/Reinst/Non-Renew

**Trans History** 

Policy Nbr NVARP301842
Primary Insured Name B SCHULTZ & L CASTEEL

Carrier Code 27995

Policy Eff Dt 12/01/2015

Policy Exp Dt 12/01/2016

Note: The class code, exposure, and premium information displayed on this page are reported on an estimated basis.

Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount (\$)	Manual/ Charged Rate	Estimated Premium Amount (\$)
CLERICAL OFFICE EMPLOYEES NOC	01		25,000.00	.4200	105
JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01		12,000.00	4.0100	48.
BARBER SHOP	01		210,000.00	1.1200	2,35
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00	.0100	2!
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	2
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# WORKERS' COMPENSATION REGULATION SECTION EMPLOYER COMPLIANCE UNIT

REASONS: Cancel List(	Non-Comp., UIE, Pr	em. Penalty, AG	FU, Fine	1000110
FEIN #: 88-0389861	_			
PRIMARY INSURI	ED: Bonnie Sc	hultz & Lon	i Casteel	
DBA: International Acad	lemy of Style			
Mailing Address: 2295 N	Market St, Reno, NV	89502-1559		
Physical Address: Same				
Telephone: <u>775-823-9003</u>	NAME AND ADDRESS OF THE PARTY O			
Policy # NONE	Insurance Carrier	•		
Cancellation Date:	-			<del></del>
				rap.m.n.petyrmap.mmm-18a-thetytelisis burks
Current Insurance Carrie Policy # NVARP301842	<del></del>	ance Company  Effective Date:		
Results: Circle One – Out vacant, posted, residence, domments:  An Investigation was conduthe AG on 9/15/15 for a mi Workers' Compensation podeferred prosecution on 10 each of their employees to	oor locked, unable to acted by the AG's office isdemeanor violation of olicy from 12/21/10 thro 0/19/16 and charges we purchase their own We	o locate, busines on 11/20/14. A cr f NRS 616D.200(3)( u 9/2/15. The insure ere dismissed. On 1 orkers' Compensat	s sold.  iminal complaint wa a) for not maintaini red completed the t 0/19/16 insured re- ion policy and the i	as filed by ing a terms of a quested nsured
canceled their workers' cor Enforcement of non-compl independent contractors. A coverage was obtained on	liance, they reverted ba A Stop Work order was	ick to claiming thei	r employees were	
Period of non-compliance	: From: 12/21/19	O Through:	1/30/15 Days:	1817
NAC 345 NA				
Investigator: Jacqui Boh	emier/Supervisor	Date: 01/19	/2017	— 7/23
no priors	(	over 44 da	45	7 67
found	(-	PB AC	Reterral	57



# **CBR** Detail Report

Business Name: International Academy Of Style

v0 - APPROVED - 05/22/2013 13:56:32

NV Business ID	NV20101370116
Entity Type	Partnership
Entity Status	ACTIVE
State Susiness License Expiration Date	May 31, 2017
Last Updated By	Ionidcasteel@hotmail.com
Last Updated Date	2013-05-22 13:56:32.0

## Company Officers

No officers found for this company.

## Compliance Information

State Business License:	Completed on 05/10/2016
B&I Workers' Compensation eAffirmation of Compliance (D-25)	Not Complete
Nevada Labor Laws eAffirmation of Compliance:	Not Complete
OSHA/Safety Consultation and Training (SCATS)	Not Applicable
NV Dept of Taxation eClearance Receipt:	Not Complete
Department of Motor Vehicles:	Not Complete

### Declaration

## **Export Information**

Do you have a Nevada Location or conduct sales and services in Nevada? Not answered

### **Business Information**

Primary NAICS Code:	•
Applicable NAICS Codes:	
Business Description:	

## Location Information

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#3	\$ 137.50 \$ 2	? 5,00 <u>0</u> ,- 2,000	1 2 8 3 5 5 4 5 5 86	3
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Totals

Page ID

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#### WORKERS' COMPENSATION SECTION

#### UNINSURED COMPLIANCE VERIFICATION

DATE:

02/01/17

We have received information that this firm is operating without benefit of Workers' Compensation Insurance.

BUSINESS NAME: Bonnie Schultz & Loni Casteel

DBA: INTERNATIONAL ACADEMY OF STYLE

ADDRESS: 2295 Market St, Reno, NV 89502-1559

PHONE NUMBER: 775-823-9003

TYPE OF BUSINESS: Beauty/Cosmetology School

REPORTED NO. OF EMPLOYEES: Approximately 8

REFERRED BY: Attorney General's Office Referral

PHONE NUMBER: 775-687-2105

#### RESULTS OF CONTACT

- DATE APPLIED FOR INDUSTRIAL INSURANCE: 12/01/2015 X 1.
- NEW COVERAGE NOT NECESSARY: 2.
  - NO EMPLOYEES Α.
  - B. COVERAGE ALREADY IN EFFECT:

POLICY NAME:

POLICY NUMBER:

UNABLE TO LOCATE. 3.

#### **REMARKS:**

Investigator Lisa Dayton received notification from National Council of Compensation (NCCI), that International Academy of Style's (IAOS), policy was canceling on December 1, 2016. Investigator Dayton made contact with IAOS to determine the reason for the Workers' Compensation cancellation. Investigator Dayton received documents from IAOS's Attorney's office, from Katrina Torres, Jason D. Guinasso, Esq. dated May 9, 2014, addressed to Daniell Valerio (Valerio) at the Nevada Attorney General's Office. This letter was regarding an investigation that had been conducted by Daniell Valerio in regards to a referral that was received by the Attorney's General Office for a complaint that was filed by the Nevada Unemployment Security Department. During Valerio's investigation, it

## UNINSURED COMPLIANCE INVESTIGATION PAGE 2

was determined that IAOS was in violation of NRS 616D.200(3)(a). On September 8, 2015, a criminal complaint was filed against Bonnie Jean Schultz and Loni Doreen Casteel owners of IAOS, for failure to maintain Industrial Insurance Compensation Coverage for the period from December 31, 2010 thru September 2, 2015. During the investigator it was argued that IAOS employees were Independent Contractors not direct employees of IAOS, therefore they did not have to have Industrial Insurance. Valerio's investigation determined that all of the Independent Contractors were employees of IAOS. In a deferred agreement with the Attorney General's office, IAOS was required to obtain Industrial Insurance and maintain coverage for their employees. Senior Depute Attorney General Eric Nickel's dismissed the criminal charges on October 19, 2016, because IAOS successfully completed the terms of the deferred prosecution.

This case requires additional action to be taken by Industrial Relations, Workers Compensation Section. With the dismissal of the case from the Attorney General's office, this case has been referred back to the Workers Compensation Section in order to proceed with administrative action per the following NRS.

# NRS 616D.200 Failure of employer to provide, secure and maintain compensation: Procedure for determination and appeal; penalty.

- 1. If the Administrator finds that an employer within the provisions of NRS 616B.633 has failed to provide and secure compensation as required by the terms of chapters 616A to 616D, inclusive, or chapter 617 of NRS or that the employer has provided and secured that compensation but has failed to maintain it, the Administrator shall make a determination thereon and may charge the employer an amount equal to the sum of:
- (a) The premiums that would otherwise have been owed to a private carrier pursuant to the terms of chapters 616A to 616D, inclusive, or chapter 617 of NRS, as determined by the Administrator based upon the manual rates adopted by the Commissioner, for the period that the employer was doing business in this State without providing, securing or maintaining that compensation, but not to exceed 6 years.

The investigation for the cancellation on 12/1/16, is being conducted by Investigator Dayton. Information was provided to her from the law firm that represents IAOS. They providing a letter dated January 16, 2015, regarding the manner in which they employee their instructors which amended the original definition of their instructors that was provided in a letter dated May 9, 2014, addressed to Daniell Valerio at the AG's office.

It appears there was an agreement between IAOS and the Department of Unemployment Security (DETR). The agreement with DETR indicated they would accept IAOS's employees as Independent Contractors and they weren't required to file Unemployment Taxes. The attorney's office also provided Dayton with 8 certificates of insurance showing Workers' Compensation Insurance for each of their employees. The employees were required to purchase

UNINSURED COMPLIANCE INVESTIGATION PAGE 3

their own policies because they were again attempting to call them Independent Contractors. Two of the eight employees who purchased workers' compensation **do not** appear to hold a Cosmetology License with the State of Nevada.

The first policy purchased by an employee was October 19, 2016, the same day the Attorney General notified IAOS they successfully completed their deferred prosecution and their criminal charges were dismissed. All other employees had their policies in place by November 1, 2016, at which time IAOS did not renew their policy on 12/1/16.

Investigator Dayton contacted Katrina Torres from IAOS Attorney's office stating that they were still required to maintain Workers' Compensation coverage for their employees because our definition of an Independent Contractor may not the same as DETR's. On December 29, 2016 Investigator Dayton and I provided Esq. Jason Guinasso a courtesy call explaining the immediate need to secure a workers' compensation policy or a Stop Work Order would be issued.

Coverage was not secured therefore Investigator Dayton accompanied by Investigator Gray and Danielle Valerio the Criminal Investigator from the Attorney General's office made a visit to IAOS. When they arrived at IAOS they found the doors to be locked, but a woman who identified herself as "Char" was working answering phones, making appointments, invited them in to wait for one of the owners who was on her way.

After meeting with Bonnie Schultz who stated their policy had been reinacted this morning. Investigator Dayton was still unable to locate coverage. Ms. Schultz called her partner who was on the way to the agent's office.

They escorted "Char" off the premise, they had previously posted the doors with a Stop Work Order (SWO) and left the location. Valerio expressed her concern that they could remove the signs after they drove away from the location. Within the hour the two Investigators returned to the location and the SWO's was removed from the front door.

The Investigators reposted the SWO and returned to their office. On 12/30/16, Investigator Dayton received a binder.

UNINSURED COMPLIANCE INVESTIGATION

PAGE 4

Investigator Dayton and A. Gray returned to IAOS and removed the signs and returned to work.

Investigator Dayton will be handling the non-compliance case for the lapse in coverage from 12/1/16 thru 12/30/16.

Both cases will be referred to the Attorney's office.

IAOS obtained insurance on December 1, 2015, after it was determined that they were required to obtain Industrial

Insurance based on the investigation that was conducted by Daniell Valerio at the AG's office. The lapse in coverage

will be from 12/21/10 thru 11/30/2015. This is a lapse in coverage of 1817 days. A premium penalty for the 1796

days has been calculated on the estimate annual premium of \$3058.00 from the expiring policy on 12/1/16.

The rates for each year have been calculated on the payroll for each classification. No payroll has been requested for

this period of time. A premium penalty of \$16,390.94 will be assessed for a 1817 day lapse in coverage.

REPRESENTATIVE: Jacqui Bohemier/Enforcement Supervisor

BRIAN SANDOVAL.
Governor

WCS Contact Information (775) 684-7270 Fax: (775) 687-6305 dir.nv.gov

#### STATE OF NEVADA



BRUCE H. BRESLOW

JOSEPH "JD" DECKER Administrator

CHARLES J. VERRE Chief Administrative Officer

# DEPARTMENT OF BUSINESS AND INDUSTRY DIVISION OF INDUSTRIAL RELATIONS

WORKERS' COMPENSATION SECTION 400 W. King Street, Suite 400 Carson City, Nevada 89703

February 23, 2017

Mr. Scott Bidondo, Criminal Investigator Supervisor Office of the Attorney General Workers' Compensation Fraud Unit 5420 Keitzke Lane, Suite 202 Reno, NV 89511

Re: Referral of Non-Compliant Employer Complaint #1706718

Dear Mr. Bidondo:

The Division of Industrial Relations has received information that Bonnie Schultz & Loni Casteel dba International Academy of Style, 2295 Market St, Reno NV 89502-1559, (775) 823-9003, has been operating a business in Nevada without workers' compensation coverage from December 21, 2010 through November 30, 2015, (see attached). This is being referred to the Attorney General's Workers' Compensation Fraud Unit pursuant to NRS 616D.600.

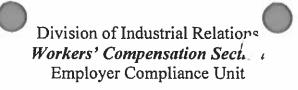
Should you have any questions, please feel free to contact me at (775) 684-7091.

Sincerely,

Jacqui Bohemier

Compliance Enforcement Supervisor

Attachment JB/sg



## NOTICE OF VIOLATION INPUT FORM

Division: WCS Location: CC Complaint Number: 70678
Injured Employee Name:
Employer FEIN Number: 88-0389861
Party Being Fined: Bonnie Schultz & Loni Casteel
DBA: International Academy of Style
Mailing Address: 2295 Market St, Reno, NV 89502-1559
Physical Address: Same
ADMINISTRATIVE FINE Lapse Dates: 12/21/10 thru 11/30/15 = 1817 days
Date of Injury: Violation date: 12/21/10
Primary Authorization: NRS 616D-120(6) Secondary Auth.: NAC616D.345(1)(c)
Type of Violation: Non-Intentional  Intentional  Repeated
Fine Amount: \$7,500.00 Origin of Violation: EI - Enforcment
Comments: Small employer, No prior violations, AG prosecuted with deferred sentence/dismissed 10/19/16.
Premium Penalty ID Number: 14960
Cancel Date: 12/10/10 Effective Date: 11/30/16 Lapsed Days: 1817
Authorization: NRS 616D.200 Penalty Amount: \$16,390.94
Comments: \$3058.00 Estimated annual premium used. Class code: 8810, 9014, 9586. NCCI rates used for each year. See attached worksheets.
Submitted By: Jacqui Bohemier/Compliance Date: 2/6/17  Investigator/Supervisor  Approve Disapprove - District Manager: ( ) Like Himse Date: 3 1-1

#### Premium Penalty/Fine Based on Expected Annual Premium from Cancellation List

#### NAC Effective 6/01/06

NAME:	Bonnie Schultz & Loni Casteel	
DBA:	International Academy of Style	

#### PREMIUM PENALTY:

Lapse Dates: 12/21/10 thru 11/30/15 = 1817 days.

Expected Annual Premiums: \$3058.00 1817 / day

SEE ATTACHED RATES BASED ON NCCI PER Class 8810
YEAR. USED THE ESTIMATED PAYROLL Class 9014
FOR EACH CLASSIFICATION PER YEAR Class 9586

= \$ \_16,390.94 Premium penalty

**FINE:** (12/21/10 thru 11/30/15 = 1817 days)

Break in coverage resulted in 1817 day lapse.

NAC 616D.345(1)(c)

= \$ 7500.00 Total fine. (Small employer, no priors, AG prosecuted so no fine will be assessed only the premium penalty)

Investigator: Jacqui Bohemier/Compliance Investigator/Supervisor Date: 2/6/17

NOTES: AG referral per policy/AG has already prosecuted for this lapse in coverage.





### Nevada Department of Administration, Appeals Division 1050 E. William Street, Suite 450 Carson City, Nevada 89701 (775) 687-8420

20 FH 2: 05

## REQUEST FOR HEARING BEFORE THE APPEALS OFFICER O FILED

Employer: International Academy of Style	DIR Complaint No.: 1706718
Address: 2295 Market Street	Premium Penalty No.: 164960
Reno, NV 89502	
Telephone: (775) 722-5285	

# YOU MUST ATTACH A COPY OF THE DETERMINATION LETTER

PER NRS 616C.315(2)(a)(b)	
BRIEFLY EXPLAIN REASON FOR APPEAL:	Disagree with DIR's determination.
If you are represented by an attorney or other ager	nt, please print the name and address below.
ATTORNEY/REPRESENTATIVE:	
Name: Jason D. Guinasso, Esq.	
Address: 190 West Huffaker Lane, Suite 402	
Reno, Nevada 89511	
Telephone: (775) 832-6800	
January .	3/20/17
Signature	Date
if the Hearing Officer decision is appealed, Cl Nevada Attorney for injured Workers (NAIW).	NOTICE laimants are entitled to free legal representation by the If you want NAIW to represent you, please sign below:
Signature	Telephone Number
**If you are appealing the Hearing Officer' no later than thirty (30) days after the date	s Decision, file this form and a copy of the Decision of the Hearing Officer's Decision**

#### WORKERS' COMPENSATION SECTION

#### UNINSURED COMPLIANCE VERIFICATION

DATE:

02/01/17

REVISED REPORT ON 6/9/17 - by Jacqui Bohemier

We have received information that this firm is operating without benefit of Workers' Compensation Insurance.

BUSINESS NAME: Bonnie Schultz & Loni Casteel

DBA: INTERNATIONAL ACADEMY OF STYLE

ADDRESS: 2295 Market St, Reno, NV 89502-1559

PHONE NUMBER: 775-823-9003

TYPE OF BUSINESS: Beauty/Cosmetology School

REPORTED NO. OF EMPLOYEES: Approximately 8

REFERRED BY: Attorney General's Office Referral

PHONE NUMBER: 775-687-2105

#### RESULTS OF CONTACT

- X 1. DATE APPLIED FOR INDUSTRIAL INSURANCE: 12/01/2015
  - 2. NEW COVERAGE NOT NECESSARY:
    - A. NO EMPLOYEES
    - B. COVERAGE ALREADY IN EFFECT:
      POLICY NAME:
      POLICY NUMBER:
    - 3. UNABLE TO LOCATE.

#### REMARKS:

Investigator Lisa Dayton received notification from National Council of Compensation (NCCI), that International Academy of Style's (IAOS), policy was canceling on December 1, 2016. Investigator Dayton made contact with IAOS to determine the reason for the Workers' Compensation cancellation. Investigator Dayton received documents from IAOS's Attorney's office, from Katrina Torres, Jason D. Guinasso, Esq. dated May 9, 2014, addressed to Daniell Valerio (Valerio) at the Nevada Attorney General's Office. This letter was regarding an investigation that had been conducted by Daniell Valerio in regards to a referral that was received by the Attorney's General Office for a complaint that was filed by the Nevada Unemployment Security Department. During Valerio's investigation, it

## UNINSURED COMPLIANCE INVESTIGATION PAGE 2

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- (a) The premiums that would otherwise have been owed to a private carrier pursuant to the terms of chapters 616A to 616D, inclusive, or chapter 617 of NRS, as determined by the Administrator based upon the manual rates adopted by the Commissioner, for the period that the employer was doing business in this State without providing, securing or maintaining that compensation, but not to exceed 6 years.

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