IN THE SUPREME COURT OF THE STATE OF NEVADA

INTERNATIONAL ACADEMY OF STYLE,

Petitioner,

vs.

DIVISION OF INDUSTRIAL RELATIONS, and the NEVADA DEPARTMENT OF ADMINISTRATION, APPEALSOFFICER SHEILA MOORE,

Respondents.

Case No.: CV20-00445

Electronically Filed
Oct 05 2021 11:17 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

JOINT APPENDIX, VOLUME IX OF XI

JASON D. GUINASSO, ESQ.
Nevada Bar No. 8478
ALEX R. VELTO, ESQ.
Nevada Bar No.14961
Hutchison & Steffen, PLLC
5371 Kietzke Lane
Reno, NV 89511
Tel.: 775-853-8746
Fax: 775-201-9611
jguinasso@hutchlegal.com
avelto@hutchlegal.com
Attorneys for International Academy of Style

CHIRSTOPHER A. ECCLES, ESQ.
Nevada Bar No. 9798
JENNIFER J. LEONESCU
Nevada Bar No. 6036, ESQ.
State of Nevada Division of Industrial Relations
3360 W. Sahara Ave., Ste. 250
Tel: 702-486-9073
ceccles@dir.nv.gov
jleonescu@dir.nv.gov

Attorneys for Respondent Division of Industrial Relations

JOINT APPENDIX INDEX
(Chronological)

Document Name	Date Filed	Bates	Vol. No.
Petition for Judicial Review	03/06/20	JA0001-JA0010	I
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
Application for Stay of Appeal Officer's February 20, 2020 Decision and Order filed under District Court Case No. CV20-00445	03/06/20	JA0025-JA0052	II
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
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
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
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
Exhibit 5 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 5 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0407-JA0430	III

Exhibit 6 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 6 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0431-JA0660	IV
Exhibit 7 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 7 Before the Appeals Officer under Appeal No. 1702537-SYM dated June 28, 2017	3/6/2020	JA0661-JA0667	V
Minutes [Court finds Plaintiff's Application for Stay of Appeal Officer's February 20, 2020 is deemed moot. Plaintiff must keep worker's compensation coverage active pending resolution of this case] filed under District Court Case No. CV20-00445	3/10/2020	JA0668	V
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445	04/22/20	JA0669-JA0675	V
Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445- *Decision and Order, Appeals Officer Sheila Y. Moore dated 2/20/2020 under Appeal No.'s 1702537-SYM and 1702545-SYM*	4/22/2020	JA0676-JA0688	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 – *Reply in Support of Closing Argument submitted on behalf of Employer/Petitioner dated 8/9/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM*	4/22/2020	JA0689-JA0704	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 – *DIR Closing Argument on behalf of DIR/Respondent dated 8/1/2019 under Appeal No.'s 1702537-SYM and 1702545-SYM*	4/22/2020	JA0705-JA0711	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 – *Closing Argument submitted on behalf of Employer/Petitioner dated 12/31/18 under Appeal No.'s 1702537-SYM and 1702545-SYM*	4/22/2020	JA0712-JA0738	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 – *Transcript of Proceedings from Appeal Hearing dated November 8, 2018 filed 11/28/2018*	4/22/2020	JA0739-JA0795	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 – *International Academy of Style's Documentary Exhibit # 1 under Case No. 1706718*	4/22/2020	JA0796-JA0809	VI
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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 #4 dated 6/28/2017*	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 – *International Academy of Style's Documentary Exhibit #5 dated 6/28/2017*	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 – *International Academy of Style's Documentary Exhibit #7 dated 6/28/2017*	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
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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
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
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 6/27/2019*	4/22/2019	JA1654-JA1655	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 – *Order, Appeals Officer Moore, Filed 11/13/2018*	4/22/2019	JA1656-JA1657	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 – *Order, Appeals Officer Moore, Filed 9/18/2018*	4/22/2019	JA1658-JA1659	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 – *Order, Appeals Officer Moore, Filed 8/17/2018*	4/22/2019	JA1660-JA1661	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 - *Order, Appeals Officer Moore, Filed 8/15/2018*	4/22/2019	JA1662-JA1663	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 - *Order, Appeals Officer Moore, Filed 6/26/2018*	4/22/2019	JA1664-JA1665	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 - *Order, Appeals Officer Moore, Filed 5/24/2018*	4/22/2019	JA1666-JA1667	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 - *Order, Appeals Officer Moore, Filed 2/23/2018*	4/22/2019	JA1668-JA1669	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 - *Order, Appeals Officer Moore, Filed 12/22/2017*	4/22/2019	JA1670-JA1671	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 - *Order, Appeals Officer Moore, Filed 12/08/2017*	4/22/2019	JA1672-JA1673	X
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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 Motion for Continuance and Resetting dated 7/14/2017*	4/22/2019	JA1678-JA1681	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 – *Pre-Hearing Statement of the Division of Industrial Relations (DIR) dated 6/30/2017*	4/22/2019	JA1682-JA1684	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 – *Notice of Appearance filed 6/27/2017*	4/22/2019	JA1685-JA1686	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 – *Pre-Hearing Statement submitted on behalf of International Academy of Style filed on 6/28/2017*	4/22/2019	JA1687-JA1690	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 – *Order, Appeals Officer Moore, filed 5/4/2017*	4/22/2019	JA1691-JA1692	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 – *Motion for Continuance submitted on behalf of International Academy of Style filed on 5/3/2017*	4/22/2019	JA1693-JA1696	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 – *Order, Appeals Officer Moore, filed 4/20/2017*	4/20/2019	JA1697-JA1698	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 – *Motion for Continuance submitted on behalf of International Academy of Style filed on 4/19/2017*	4/20/2019	JA1699-JA1702	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 – *Notice of Appeal and Order to Appear filed on March 23, 2017*	4/20/2019	JA1703-JA1704	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 – *Request for Hearing Before the Appeals Officer filed on 3/20/2017*	4/20/2019	JA1705	X
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Original Record on Appeal in Accordance with the Nevada Administrative Procedure Act (Chapter 233B of NRS) filed under District Court Case No. CV20-00445 – *Motion for Continuance and Resetting submitted on behalf of Employer/Petitioner*	4/20/2019	JA1711-JA1714	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 – *Pre-Hearing Statement of the Division of Industrial Relations filed 6/30/2017*	4/20/2019	JA1715-JA1717	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 – *Notice of Appearance filed 6/27/2017*	4/20/2019	JA1718-JA1719	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 – *International Academy of Style's Pre-Hearing Statement*	4/20/2019	JA1720-JA1723	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 – *Order, Appeals Officer Moore, filed on 5/4/2017*	4/20/2019	JA1724-JA1725	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 – *Motion for Continuance and Resetting Hearing submitted on behalf of International Academy of Style filed on 5/2/2017*	4/20/2019	JA1726-JA1729	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 – *Order, Appeals Officer Moore, filed on 4/20/2017*	4/20/2019	JA1730-JA1731	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 – *Motion for Continuance and Resetting submitted on behalf of International Academy of Style filed on 4/19/2017*	4/20/2019	JA1730-JA1735	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 – *Notice of Appeal and Order to Appear filed on 3/23/2017*	4/20/2019	JA1736-JA1737	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 – *Request for Hearing Before the Appeals Officer filed on 3/20/2017*	4/20/2019	JA1738	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 – *Certificate of Mailing filed March 23, 2017*	4/20/2019	JA1739	X
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Transmittal of Record on Appeal filed under District Court Case No. CV20-00445	04/22/20	JA1742-JA1744	XI
Petitioner's Opening Brief filed under District Court Case No. CV20-00445	06/01/20	JA1745-JA1776	XI
Respondent Division's Answering Brief filed under District Court Case No. CV20-00445	08/13/20	JA1777-JA1820	XI
Petitioner's Reply Brief filed under District Court Case No. CV20-00445	09/14/20	JA1821-JA1829	XI

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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

Jason D. Guinasso, Esq.
Nevada Bar No. 8478
Reese Kintz Guinasso
190 W. Huffaker Lane, Suite 402
Reno, NV 89511
Attorney for International Academy of Style

STATE OF NEVADA
DEPT OF ADMINISTRATION
HEARINGS DIVISION
APPEALS OFFICE
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AND
FILED

NEVADA DEPARTMENT OF ADMINISTRATION

BEFORE THE APPEALS OFFICER

In the Contested Matter of: of INTERNATIONAL ACADEMY OF STYLE, BONNIE SCHULTZ & LONI CASTEEL	Case No.: 1706718 Appeal No.: 1702545-SYM

INTERNATIONAL ACADEMY OF STYLE'S

DOCUMENTARY EXHIBIT #7

ENTERED INTO
EVIDENCE AS EXHIBIT 7

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

720

Docket 82864 Document 2021-25624
JA1395

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-

☐ 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. Guinasso, Esq.
Attorney for International Academy of Style

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 28th, 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 BONNIE SCHULTZ & LONI CASTEEL 2295 MARKET STREET RENO, NV 89502 (VIA U.S. MAIL)	DIVISION OF INDUSTRIAL RELATIONS 400 WEST KING STREET, SUITE 400 CARSON CITY, NV 89703 (VIA U.S. MAIL)
LEGAL SECTION DIVISION OF INDUSTRIAL RELATIONS 400 WEST KING STREET, SUITE 201 CARSON CITY, NV 89703 (VIA HAND DELIVERY)	DEPARTMENT OF ADMINISTRATION APPEALS DIVISION 1050 E WILLIAM ST., SUITE 450 CARSON CITY, NV 89701 (VIA HAND DELIVERY)

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 28th, 2017, at Reno, Nevada.

KATRINA A. TORRES

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

INDEX TO INTERNATIONAL ACADEMY OF STYLE'S
DOCUMENTARY EXHIBIT #7
Appeal No. 1702545-SYM

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

INACA-1 OP ID: NH

CERTIFICATE OF LIABILITY INSURANCE

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(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).

PRODUCER
Alpine Insurance
5160 Plumas, Suite 100
Reno, NV 89519
Ryan Garaventa, CIC

CONTACT NAME: Ryan Garaventa, CIC
PHONE (A/C, No, Ext): 775-829-2345 FAX (A/C, No): 775-827-7090
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Riverport Insurance Company	36684
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
International Academy of Style
B.Schultz & L.Casteel DBA:
2295 Market St
Reno, NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NVARP301842	12/01/2015	12/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

INSURE1

Insured

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy Hughes

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INACA-1 OP ID: NH

CERTIFICATE OF LIABILITY INSURANCE

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(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).

PRODUCER
Alpine Insurance
6160 Plumas, Suite 100
Reno, NV 89519
Ryan Garaventa, CIC

CONTACT NAME: Ryan Garaventa, CIC
PHONE (A/C, No, Ext): 775-829-2345 FAX (A/C, No): 775-827-7090
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NCCI	
INSURER B : Capitol Indemnity Corp.	10472
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
International Academy of Style
B.Schultz & L.Casteel DBA:
2295 Market St
Reno, NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC			BP0031493312	10/18/2016	10/18/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		40929980	12/31/2016	12/31/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

INSURE1

Insured

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy Hughes

JA1400

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STATE OF NEVADA
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

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
12/20/16	Email from ER to WCS, forwarding individuals' certificates of insurance	97-106
Undated	Timeanddate.com webpage printout: duration between 12/1/16 through 12/30/16 (30 days)	107

FILED
RECEIVED
STATE OF NEVADA
DEPT OF ADMINISTRATION
HEARINGS DIVISION
APPEALS OFFICE

ENTERED INTO EVIDENCE AS EXHIBIT 8

STATE OF NEVADA
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

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 27th 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

STATE OF NEVADA
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

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
X 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
X via State Mail room (regular or certified)
_____ deposited directly with U.S. Mail Service
_____ Overnight Mail
_____ Interdepartmental Mail
_____ Messenger Service
_____ Facsimile fax number: _____

DATED this 27th day of June, 2017.

State of Nevada Employee

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

BRIAN SANDOVAL
Governor

WCS Contact Information
(775) 684-7270
Fax: (775) 687-6305
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
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: 1706706
Determination of Premium Penalty Number: 164961 (LD)

Dear Employer:

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.

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

7016 2070 0000 4870 7780

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postmark Here

BONNIE SCHULTZ & LONI CASTEEL
INTERNATIONAL ACADEMY OF STYLE
EI - CC - 1706706 - 164961P

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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 89502.		
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)

SilverFlume
NEVADA'S BUSINESS PORTAL

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 Business License Expiration Date	May 31, 2017
Last Updated By	lonidcasteel@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

NCCI Cancel / Nonrenew Report NOV 2016 NORTH

27995 RIVERPORT INSURANCE COMPANY

New Policy NVARP303976

Tran Eff : 12/01/2016

1-18-17

B SCHULTZ & L CASTEEL

2295 MARKET ST

RENO NV 89502

Insured FEIN : 88-0389861

Policy :	NVARP301842	Assigned :	LD
Pol Eff :	12/01/2015	Tran :	N
Pol Exp :	12/01/2016	Reason :	05
Gov Code :	9586		
Addl Insured :	Y	Est Annual Premium :	$3,058.00

Proof of Coverage Inquiry

Search ncci.com

Policy Carrier Information Reports

Policy Search

Policy Address

POLICY SEARCH OPTIONS

State NV - 27

Insured/Employer Name Contains † Starts With

Policy Number

FEIN 880389861

City†

Zip Code†

Carrier Code

Policy Effective Date Thru

Search Clear Search

† Searches only latest 10 yrs of Policy Effective Dates

4 items in 1 pages

Policy Number	Insured/Employer Name	Carrier Code	Pol Eff Dt	State	FEIN	Status
NVARP301842	B SCHULTZ & L CASTEEL	27995	12/01/2015	NV	880389861	Non Renewed 12/1/1
NVARP301842	CASTEEL LONI	27995	12/01/2015	NV	880389861	Non Renewed
NVARP301842	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	27995	12/01/2015	NV	880389861	Non Renewed
NVARP301842	SCHULTZ BONNIE	27995	12/01/2015	NV	880389861	Non Renewed

4 items in 1 pages

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Policy & Carrier

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

Primary Insured Information

Name B 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
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 12/01/2015
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 BARBER SHOP
State Premium ($) 3,058
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 01/08/2016
Last Rcvd Dt 10/28/2016

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Policy & Carrier | **Names & Addresses** | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

Employer Search Criteria

Employer Name	Name Type	PEO/ Client Code	Emp Legal Status	FEIN	Street	City	State	Zip Code	Unemployment ID	Rptd Industry Code	NAICS Code	Employee Count	Name Dt
B SCHULTZ & L CASTEEL	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2
B SCHULTZ & L CASTEEL	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2
CASTEEL LONI	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2
CASTEEL LONI	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2

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Cancellations / Reinstatements / Non-Renewals

NEVADA

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

1 items in 1 pages

C/R/N Received Date	C/R/N Effective Date	Cancellation Notice Mail Date	Reason for Reinstatement	Transaction Code	Cancel Type	Cancel Reason
10/28/2016	12/01/2016	10/27/2016		03 - NONRENEWAL	00	05 - NONPAYMENT OF PREMIUM

1 items in 1 pages

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Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

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

7 items in 1 pages

Class Code	Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount ($)	Manual/ Charged Rate	Estimated Premium Amount ($)
8810	CLERICAL OFFICE EMPLOYEES NOC	01		25,000.00	.4200	105
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	2,352
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00	.0100	25
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	25
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) $1000000/$1000000/$1000000	00		.00	.0000	32
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00		.00	.0000	88

7 items in 1 pages

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Policy Carrier Information Reports

Policy Search

Policy Address

POLICY SEARCH OPTIONS

State	NV - 27		
Insured/Employer Name	INTERNATIONAL ACADEMY STYLE	**Contains** †	**Starts With**
Policy Number			
FEIN			
City†			
Zip Code†			
Carrier Code			
Policy Effective Date	Thru		

Search Clear Search

† *Searches only latest 10 yrs of Policy Effective Dates*

2 items in 1 pages

Policy Number	Insured/Employer Name	Carrier Code	Pol Eff Dt	State	FEIN	Status
NVARP303976	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	27995	12/31/2016	NV	880389861	Active
NVARP301842	INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	27995	12/01/2015	NV	880389861	Non Renewed

2 items in 1 pages

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Policy & Carrier

NEVADA

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr NVARP303976 **Carrier Code** 27995 **Policy Eff Dt** 12/31/2016

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/31/2017

Primary Insured Information

Name B 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 930
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		**State Carrier**	
Policy Type Plan	02 - NORMAL ASSIGNED RISK POLICY	**State Eff Dt**	12/31/2016
Assignment Date	01/04/2017	**State Exp Dt**	
Policy Type Cvrg	01 - STANDARD WORKERS' COMPENSATION POLICY	**Reason State Added**	0 - FIELD DOES NOT APPLY
Wrap-Up Code	2 - NON-WRAP-UP POLICY	**Gov Class Code**	9586
Legal Nature of Insured	02 - PARTNERSHIP	**State Premium ($)**	2,488
Employee Leasing Code	1 - NON-EMPLOYEE LEASING POLICY	**Orig POC Rcvd Dt**	
Deductible Losses Code		**Orig Policy Rcvd Dt**	01/17/2017
Deductible Calc Code		**Last Rcvd Dt**	01/17/2017

Policy Carrier Information Reports

Active Linked Names & Addresses

NEVADA

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Policy & Carrier Names & Addresses Names Addresses State Expense Direct Search Screen Help Transaction History

Policy Nbr NVARP303976 Carrier Code 27995 Policy Eff Dt 12/31/2016

Primary Insured Name B SCHULTZ & L CASTEEL Policy Exp Dt 12/31/2017

Employer Search Criteria

4 Items in 1 pages

Employer Name	Name Type	PEO/ Client Code	Emp Legal Status	FEIN	Street	City	State	Zip Code	Unemployment ID	Rptd Industry Code	NAICS Code	Employee Count	Name Eff Dt	Address Eff Dt
B SCHULTZ & L CASTEEL	3		07	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/31/2016	12/31/2016
CASTEEL LORI	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/31/2016	12/31/2016
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	7		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/31/2016	12/31/2016
SHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/31/2016	12/31/2016

4 Items in 1 pages

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Policy Nbr NVARP303976 Carrier Code 27995 Policy Eff Dt 12/31/2016

Primary Insured Name B SCHULTZ & L CASTEEL Policy Exp Dt 12/31/2017

0 items in 1 pages

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Policy Nbr NVARP303976 **Carrier Code** 27995 **Policy Eff Dt** 12/31/2016
Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/31/2017

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

14 items in 1 pages

Class Code	Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount ($)	Manual/ Charged Rate	Estimated Premium Amount ($)
8810	CLERICAL OFFICE EMPLOYEES NOC	01	12/31/2016	23,341.00	.3700	86
8810	CLERICAL OFFICE EMPLOYEES NOC	01	12/01/2017	2,090.00	.3300	7
9014	JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01	12/01/2017	1,003.00	3.1600	32
9014	JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01	12/31/2016	11,203.00	3.7100	416
9586	BARBER SHOP	01	12/31/2016	196,058.00	.8700	1,706
9586	BARBER SHOP	01	12/01/2017	17,557.00	.6900	121
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00	12/31/2016	.00	.0100	23
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00	12/01/2017	.00	.0100	2
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00	12/01/2017	.00	.0100	2
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00	12/31/2016	.00	.0100	23
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) $1000000/$1000000/$1000000	00	12/01/2017	.00	.0000	2
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) $1000000/$1000000/$1000000	00	12/31/2016	.00	.0000	24
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00	12/01/2017	.00	.0000	8
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00	12/31/2016	.00	.0000	85

14 items in 1 pages

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STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

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;

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.

<u>Additional thoughts pertaining to NRS 616A.110:</u>

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 chapters 616A to 616D, inclusive, of NRS.
> [22:168:1947; A 1951, 485]—(NRS A 1987, 2047; 1991, 2399)—(Substituted in revision for NRS 616.085)

Principal Contractor is defined by NRS:

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:

<u>The 5 Point Test: (which has in part been overruled)</u>

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 <u>directing</u> 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. 3rd Party Administrators are required to register with the Division of Insurance, I contacted them and IAS is not a registered 3rd Party Administrator.

3) Right to hire and fire a worker
   a. 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 allows 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 *is* 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
   a. 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:

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 booth renters. 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 <u>cosmetologists (not instructors)</u>. 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.

. 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

2015 SEP -9 PM 1:43

STEVE TUTTLE
RENO JUSTICE COURT
BY N. Ayala

IN THE JUSTICE COURT OF RENO TOWNSHIP

IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA

STATE OF NEVADA, Plaintiff, vs. BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL Defendants.	Case No. RCR 2015 083504 Dept. No. 1 **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:

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

Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, NV 89511

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

Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, NV 89511

REDKEN INTERNATIONAL

(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 cutting/coloring/styling classes

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

Melodie Wolf

This is a little bit about myself, I was born in Reno NV and am married 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, Dermalogica, PCA, and many others. I continue to grow as I further my career. This is not just a job, it is a lifestyle.

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.

Lisa Pike

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

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.

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Name	License Type	License Number	Status	Expiration	Violations

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Salon Search

Salon Name:

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Salon Search

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REDKEN INTERNATIONAL (775) 823-9003

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, "Coming 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 QUESTIONS

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 button 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:

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.

REDKEN INTERNATIONAL (775) 823-9003

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.
2. 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.

REDKEN INTERNATIONAL (775) 823-9003

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.

International Academy of Style allows the students to mix their own hair color and hair lighteners, not a dispensary person, which is extremely important to prepare them for the salon business.

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.

REDKEN INTERNATIONAL (775) 823-9003

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

QUALITY 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/)

Nevada State Board of

Cosmetology

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First Name:
bonnie
Last Name:
schultz
License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
[illegible]	Cosmetology	[illegible]	Active	[illegible]	
[illegible]	[illegible]	[illegible]	Active	[illegible]	

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Verify a License and Search Complaints (http://cosmetology.nv.gov/Consumers/Verify_a_License_and_Search_Complaints/)

Consumer Complaint (https://nvcosmetologyform.com/to/Eaf3ml)

Infection Control Exam (http://cosmetology.nv.gov/Licensing/Infection_Control/)

Out of Country Licenses (http://cosmetology.nv.gov/Licensing/Out_of_Country_Licenses/)

Renewal Forms (http://cosmetology.nv.gov/Licensing/Renewal_Forms/)

Salon Owners (http://cosmetology.nv.gov/Licensing/Salon_Owners/)

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Forms (http://cosmetology.nv.gov/Resources/Forms_Home/)

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

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

(Online)

(https://www.facebook.com/pages/Nevada-State-Board-of-Cosmetology/173209629525491)

Yes

Email or Phone | Password | Log In

Forgot account?

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is on Facebook.

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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/Retired · February 1984 to February 2004

EDUCATION

Lincoln County High School
Class of 1981 · Panaca, Nevada

Truckee Meadows Community College
General Education · Psychology/Sociology · Reno, Nevada
General Education Degree

CURRENT CITY AND HOMETOWN

Reno, Nevada
Current city

Reno, Nevada
Hometown

ABOUT BONNIE

Lincoln County High School
General Education Degree

Photos

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Others Named Bonnie Schultz

Bonnie Schultz

Bonnie Schultz

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

Steinbeck

Movies

African Queen

Television

The Voice

Sports Teams

San Jose Sharks

Activities

Golf

Interests

Golf and a Good Book

Other

Brian Sandoval, Dean Heller, Get Your 6, Beauty by Heather DiMasco, Remembering Mr. Michael Landsberry, Praying for Sparks Middle School Shooting Victims, Independent Salon Services, Leah Rose Artwork, Ticket Charge, St Mary's Hospital, Husky Ranch, nametests.com English, Hair by Cari, Melissa Snyder-Esthetician, Makeup Artist, Halo Salon and more

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Policy Nbr 02WECEL0633 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name BANKS CHARISSA **Policy Exp Dt** 11/01/2017

Primary Insured Information

Name BANKS CHARISSA
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 558080148
Street 10601 VISTA BELLA LN
City RENO
State NV **Zip Code** 89521-4133

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184994
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 11/01/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 Barber Shop
State Premium ($) 121
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/20/2016
Last Rcvd Dt 10/20/2016

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/19/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (866) 467-8730 FAX (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHARISSA BANKS
10601 VISTA BELLA LN
RENO NV 89521

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	NA		02 WEC 6L0033	11/01/2016	11/01/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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First Name

charissa

Last Name

banks

License Number:

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or

Salon Search

Salon Name:

License Number:

Address:

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Name	License Type	License Number	Status	Expiration	Violations
[illegible]	[illegible]	[illegible]	Active	[illegible]	
[illegible]	[illegible]	[illegible]	Active	[illegible]	

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Consumer Complaint (https://nvcosmetologyboard.com/Complaint/)

LICENSING (HTTP://COSMETOLOGY.NV.GOV/LICENSING/LICENSING/)

Infection Control Exam (http://cosmetology.nv.gov/Resources/Infection_Control/)

Out of Country Licenses (http://cosmetology.nv.gov/Resources/Out_of_Country_Licenses/) (http://cosmetology.nv.gov/content/documents/Out%20of%20Country%20Lic[illegible])

Renewal Forms (http://cosmetology.nv.gov/Resources/Renewal_Forms/) (http://cosmetology.nv.gov/Resources/Renewal_Forms/)

Salon Owners (http://cosmetology.nv.gov/Licensing/Salon_Owners/)

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RESOURCES (HTTP://COSMETOLOGY.NV.GOV/RESOURCES/) (https://www.facebook.com/pages/Nevada-State-Board-of-Cosmetology/173209629525491)

Verify a License and Search (http://cosmetology.nv.gov/Resources/Verify_a_License_and_Search/) (http://cosmetology.nv.gov/Resources/Verify%20a%20License%20and%20Search/#sthash.JCYm45nB8ig8Mvl6Wx5NGedA)

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About Charissa Banks

CURRENT CITY AND HOMETOWN

Reno, Nevada
Current city

Oakland, California
Hometown

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 tea.and Likes jewelry (Gold.Diamonds.and Jades)

FAVORITE QUOTES

Work Smarter, Hustle Harder

Favorites

Photos

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Charissa Banks

Charissa Banks

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Cody Banks

Vicky Banks Brann

Main

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.

Address	Rec #	BusinessName	BusinessActivity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaxExpDate	CurrentLicense	Li
	1	Chai's Charades	General Business	Annual	48960	Inactive		Completed	1/31/2007		Cha
	2	Chai's Charades	General Business	Annual	48960	Inactive	Approved	Completed	1/31/2008		Cha
	3	Chai's Charades	General Business	Annual	103622	Inactive	Approved	Completed	1/31/2011		Cha
	4	Chai's Charades	General Business	Annual	125820	Active	Approved	Completed	1/31/2015		Cha

« ‹ Page 1 of 1 › »

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Policy Nbr 02WECEL0775 **Carrier Code** 10448 **Policy Eff Dt** 10/19/2016

Primary Insured Name WOLF MELISSA **Policy Exp Dt** 10/19/2017

Primary Insured Information

Name WOLF MELISSA
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 530780491
Street 732 BALZAR CIR
City RENO
State NV **Zip Code** 89502-2617

Carrier Information

Name 10448 - HARTFORD ACCIDENT AND INDEMNITY CO
FEIN 060383030
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr		**State Carrier**	
Policy Type Plan	01 - VOLUNTARY POLICY	**State Eff Dt**	10/19/2016
Assignment Date		**State Exp Dt**	
Policy Type Cvrg	01 - STANDARD WORKERS' COMPENSATION POLICY	**Reason State Added**	0 - FIELD DOES NOT APPLY
Wrap-Up Code	2 - NON-WRAP-UP POLICY	**Gov Class Code**	9586 Barbershop
Legal Nature of Insured	01 - INDIVIDUAL	**State Premium ($)**	134
Employee Leasing Code	1 - NON-EMPLOYEE LEASING POLICY	**Orig POC Rcvd Dt**	
Deductible Losses Code		**Orig Policy Rcvd Dt**	10/22/2016
Deductible Calc Code		**Last Rcvd Dt**	10/22/2016

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AH R076

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

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PRODUCER

NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MELISSA WOLF
732 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		02 WEC EL0775	10/19/2016	10/19/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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(http://hr.nv.gov/Sections/EEO Discrimination/Americans_With_D

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Individual Search

First Name:

melissa

Last Name:

wolf

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

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Nevada State Business License (http://nvsos.gov/index.aspx?page=257)

SilverFlume (https://www.nvsilverflume.gov/home)

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Consumer FAQs (http://cosmetology.nv.gov/Consumers/Consumer_FAQs/)

Consumer Protection (http://cosmetology.nv.gov/Consumers/Consumer_Protection/)

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

Consumer Complaint (https://nvcosme.typeform.com/to/Ea3mli)

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Testing Guidelines (http://cosmetology.nv.gov/Resources/Testing Guidelines/)

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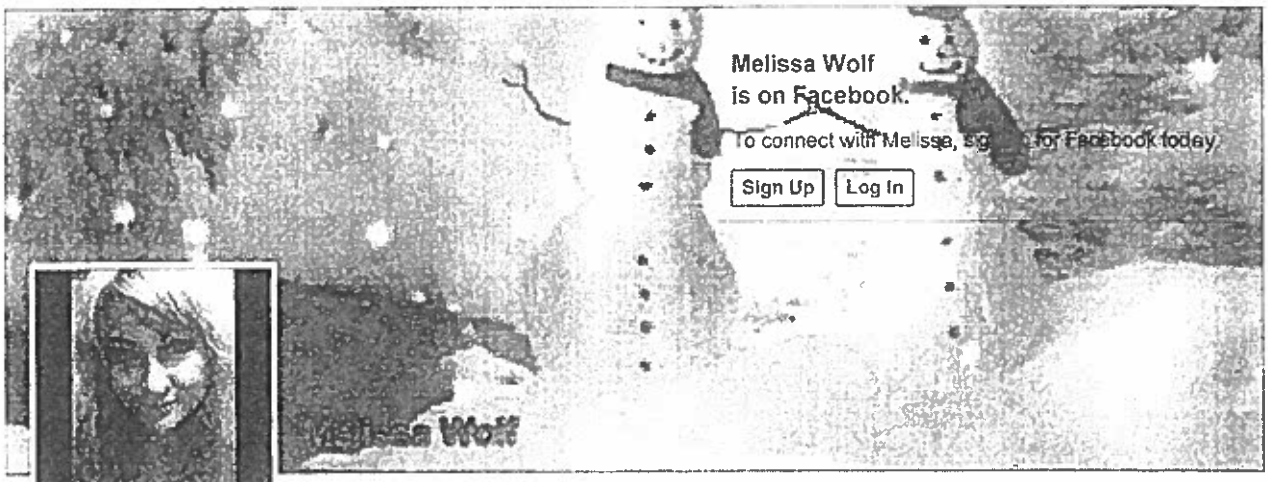


Friends Photos Videos

About Melissa Wolf

WORK

Redken International Academy of Style
Reno Nevada
Instructor

CURRENT CITY AND HOMETOWN

Reno, Nevada
Current city

Reno, Nevada
Hometown

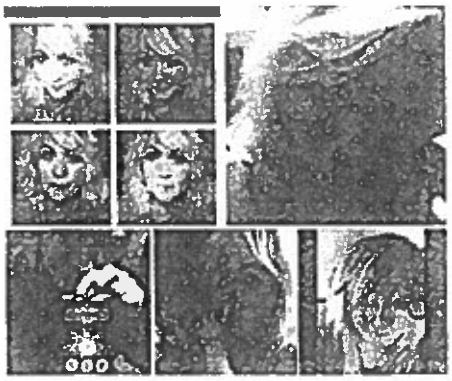
Favorites

Music

Black Sabbath

Books

Photos



See More Photos

Others Named Melissa Wolf

Melissa Barr Wolf

Melissa Wolf

Melissa Wolf

Melissa Wolf McMahon

Melissa
(Padang purya)

Argonauts

Movies

Star Wars

Television

HGTV

Games

The Comic Pages

Athletes

Assad Shalhoub

Sports Teams

Los Angeles Rams

Other

InStyle Ireland & UK, Goddess Salon, Nails 2 Die For, I Love Rock n Roll, Santa Cruz Guitar, Native Animals, NeglosPartv, Lash OUT, Genie's Closet, Author M Robinson, Telegraph Coffee & Tap, I Love wolves, Buddhism, McSwain Guitars, Sage Goddess and more

See more people named Melissa Wolf

Others With a Similar Name

Melissa Kayy
(Missy)

Melissa Lecoche

Melissa Evans Harper

Melissa'Wu Alvarez Mendoza

CONTACT INFORMATION

No contact info to show

English (US) · Español · Français (France) · 中文(简体) · العربية · Português (Brasil) · Italiano · 한국어 · Deutsch · हिन्दी · 日本語

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Main

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.

Address	Reno	BusinessName	BusinessActivity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaxExpDate	CurrentLicense	Li
1		CHARISMA - WOLF	Beauty Shop	Annual	79561	Inactive		Cancelled	12/31/2011		Mel
9		Melissa Wolf	General Business	Annual	120971	Active	Approved	Completed	1/31/2017		Mel

« ‹ Page 1 of 1 › »

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There was an error while processing your request.

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Policy & Carrier

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Back to Search Results

Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr 02WECEL0773 **Carrier Code** 10448 **Policy Eff Dt** 10/21/2016

Primary Insured Name WOLF MELEDIE **Policy Exp Dt** 10/21/2017

Primary Insured Information

Name WOLF MELEDIE
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 530579163
Street 710 BALZAR CIR
City RENO
State NV **Zip Code** 89502-2617

Carrier Information

Name 10448 - HARTFORD ACCIDENT AND INDEMNITY CO
FEIN 060383030
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP-UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 10/21/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 Barber Shop
State Premium ($) 134
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/22/2016
Last Rcvd Dt 10/22/2016

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH
R076

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. 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 have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MELEDIE WOLF
710 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		02 WEC EL0773	10/21/2016	10/21/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

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Marc Mailloux

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First Name:

meledie

Last Name:

wolf

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
[illegible]	Cosmetology	[illegible]	Active	04/10/2013	
[illegible]	Instructor	[illegible]	Active	04/10/2013	

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Nevada State Business License (http://nvsos.gov/index.aspx?page=267)	Consumer Protection (http://cosmetology.nv.gov/Consumer/Consumer_Protection/)	02.pdf)	Forms (http://cosmetology.nv.gov/Resources/Forms_Home/)
SilverFlume (https://www.nvsilverflume.gov/home)	Verify a License and Search	(http://cosmetology.nv.gov/Licensing/Apprentice_Licenses/)	
	Complaints (http://cosmetology.nv.gov/Consumer/Complaints/)	Renewal Forms (http://cosmetology.nv.gov/Licensing/Renewal_Forms/)	(http://cosmetology.nv.gov/Resources/LicensingGuidelines/)
		Salon Owners (http://cosmetology.nv.gov/Licensing/Salon_Owners/)	(http://cosmetology.nv.gov/Resources/TestingGuidelines/)
	Consumer Complaint (https://nvcosmo.typeform.com/to/EgG3mt)		Application (Online)

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About Meledie Wolf

WORK

Redken IAS
Instructor 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

Reno, Nevada
Hometown

ABOUT MELEDIE

love life

Photos

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Arctic Wolf

Niko Wolf

Wolf Man

Marissa Wolf

FAVORITE QUOTES

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Facebook
http://facebook.com/melediew

Favorites

Music

Led Zeppelin

Books

Rachel Ray

Movies

Disney Pixar

Television

Family Guy

Games

Toyji

Sports Teams

San Francisco

Activities

Crafts

Interests

The Sims

Other

Rachael Ray, Reno, Nevada, Channing Tatum, Famous Dave's BBQ - Reno, NV, wikiHow, Adam Sandler, Ryan Dunn, The Rachael Ray Show, Arkaik Clothing - 2005-2013, The Quidditch Kingdom, Mountain America Credit Union, What's Trending, Bandicoot Mania, PedreSure US, J&J Studio of Beauty and more

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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.

Address	Rec#	BusinessName	BusinessActivity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaxExpDate	CurrentLicense	Li
	1	Melodie Wolf-Billings-	General Business	Annual	108751	Inactive	Approved	Cancelled	4/30/2010		Mel Bill
	2	Melodie Wolf-Billings-	General Business	Annual	121900	Active	Approved	Completed	1/31/2017		Mel Bill

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NEVADA

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Policy Nbr 02WECEL0847 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name HARTMAN LAURA **Policy Exp Dt** 11/01/2017

Primary Insured Information

Name HARTMAN LAURA
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 601229192
Street 7000 MAE ANNE AVE APT 224
City RENO
State NV **Zip Code** 89523-7117

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184984
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP-UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 11/01/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 Barbershop
State Premium ($) 121
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/25/2016
Last Rcvd Dt 12/29/2016

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Set to cancel 2/5/17

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NEVADA

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Policy Nbr 02WECEL0847 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name HARTMAN LAURA **Policy Exp Dt** 11/01/2017

1 items in 1 pages

C/R/N Received Date	C/R/N Effective Date	Cancellation Notice Mail Date	Reason for Reinstatement	Transaction Code	Cancel Type	Cancel Reason
12/29/2016	02/05/2017	12/28/2016		01 - CANCELLATION	02 - CANCELLED PRO-RATA	04 - CANCELLED BY UNDERWRITER OR PLAN ADMINISTRATOR

1 items in 1 pages

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Jacqueline Bryant
Clerk of the Court
Transaction # 7845786

CERTIFICATE OF LIABILITY INSURANCE

AH
R076

DATE (MM/DD/YYYY)
10/24/2016

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 have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAURA HARTMAN
7000 MAE ANNE AVE APT 224
RENO NV 89523

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE $ AGGREGATE $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		02 WEC EL0947	11/01/2016	11/01/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

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INTERNATIONAL ACADEMY OF STYLE

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

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First Name:

laura

Last Name:

hartman

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

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City of Reno Business License Search

(Please don't bookmark this page. Search data is not saved. Click Go to Main Menu and bookmark search criteria page.)

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

Address	Rec#	BusinessName	BusinessActivity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaskExpDate	CurrentLicense	Li
		Laura Harmon	Booth Rental	Annual	153963	Active	Approved	Completed	2/28/2017		Laur

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr 02WECEL1069 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name CHRISTIAN MYCHEL **Policy Exp Dt** 11/01/2017

Primary Insured Information

Name CHRISTIAN MYCHEL
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 553857646
Street 7465 HINTON DR
City RENO
State NV **Zip Code** 89506-4125

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184984
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr		**State Carrier**	
Policy Type Plan	01 - VOLUNTARY POLICY	**State Eff Dt**	11/01/2016
Assignment Date		**State Exp Dt**	
Policy Type Cvrg	01 - STANDARD WORKERS' COMPENSATION POLICY	**Reason State Added**	0 - FIELD DOES NOT APPLY
Wrap-Up Code	2 - NON-WRAP-UP POLICY	**Gov Class Code**	9586 Auto Shop
Legal Nature of Insured	01 - INDIVIDUAL	**State Premium ($)**	121
Employee Leasing Code	1 - NON-EMPLOYEE LEASING POLICY	**Orig POC Rcvd Dt**	
Deductible Losses Code		**Orig Policy Rcvd Dt**	10/28/2016
Deductible Calc Code		**Last Rcvd Dt**	10/28/2016

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CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/27/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MYCHEL CHRISTIAN
7465 HINTON DR
RENO NV 89506

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE $
							DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE $
	OTHER						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WEC EG1369	11/01/2016	11/01/2017	X WC STATUTORY LIMITS / OTH-ER E.L. EACH ACCIDENT $100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $100,000
							E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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(http://hr.nv.gov/Sections/EEO/Discrimination/Americans_With_C

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Individual Search

First Name:

mychel

Last Name:

christian

License Number:

Search

or

Salon Search

Salon Name

License Number

Address

Search

Name	License Type	License Number	Status	Expiration	Violations
CHRISTIAN, MYCHEL	Hair Technician	[illegible]	Active	[illegible]	
CHRISTIAN, MYCHEL	Instructor	[illegible]	Active	[illegible]	

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Main

City of Reno Business License Search

(Please don't bookmark this page. Search data is not saved. Click Go to Main Menu and bookmark search criteria page.)

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

Address	Rec#	BusinessName	Business Activity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaxExpDate	CurrentLicense	Li
	1	Mychel Christian	General Business	Annual	1,25503	ACTIVE	Approved	Completed	12/31/2016		Myc Chri

« ‹ 1 Page 1 of 1 › »

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Policy Nbr 02WECEL0959 **Carrier Code** 19666 **Policy Eff Dt** 10/25/2016

Primary Insured Name ACHTER JEANNINE **Policy Exp Dt** 10/25/2017

Primary Insured Information

Name ACHTER JEANNINE
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 546379312
Street 16750 N RED ROCK RD
City RENO
State NV **Zip Code** 89508-9576

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184984
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10445 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP-UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 10/25/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 Barber Shop
State Premium ($) 121
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/26/2016
Last Rcvd Dt 10/26/2016

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CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/25/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PH9
023657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRUMBULL INS CO	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JEANNINE ACHTER
16750 N RED ROCK RD
RENO NV 89508

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		23 WEC WL0054	10/25/2016	10/25/2017	X STATUTE OTH-ER E.L. EACH ACCIDENT 100,000 E.L. DISEASE - EA EMPLOYEE 100,000 E.L. DISEASE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

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Last Name:
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License Number

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Name	License Type	License Number	Status	Expiration	Violation
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ACHTER, JEANNINE	Instructor	[illegible]	Active	[illegible]	

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Policy Nbr 02WECEL1194 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name LAROSA AMBER **Policy Exp Dt** 11/01/2017

Primary Insured Information

Name LAROSA AMBER
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 569490852
Street 671 WARREN WAY
City FERNLEY
State NV **Zip Code** 89408-9358

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184984
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP-UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 11/01/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 8810 Clerical
State Premium ($) 52
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/29/2016
Last Rcvd Dt 10/29/2016

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Policy Nbr 02WECEL1194 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016
Primary Insured Name LAROSA AMBER **Policy Exp Dt** 11/01/2017

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

3 items in 1 pages

Class Code	Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount ($)	Manual/ Charged Rate	Estimated Premium Amount ($)
8810	CLERICAL OFFICE EMPLOYEES NOC	01		21,600.00	[illegible]	52
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		21,600.00	[illegible]	2
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		00	[illegible]	2

3 items in 1 pages

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CERTIFICATE OF LIABILITY INSURANCE

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PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
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E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMBER LAROSA
671 WARREN WAY
FERNLEY NV 89408

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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							DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE $
	OTHER						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE
	DED / RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N		N/A	02 WEC 211194	11/01/2016	11/01/2017	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 100,000
							E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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Individual Search

First Name:

amber

Last Name:

larosa

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations

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Individual Search

First Name:

Last Name:

larosa

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
LAROSA, JOASTAN	[illegible]	[illegible]	Active	[illegible]	

Not Found

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SilverFlume (https://www.nvsilverflume.gov/tylGA)	Verify a License and Search (http://cosmetology.nv.gov/Resources/Verify-a-License-and-Search/)	Salon Owners (http://cosmetology.nv.gov/Licensing/Salon-Owners/)	Online Application (Online)
	Complaints (http://cosmetology.nv.gov/Cons[illegible])	Salon Administrators (http://cosmetology.nv.gov/Licensing/Salon-Administrators/)	CEU Provider Application Form (http://cosmetology.nv.gov/Resources/CEU_Provider_Application_Form/)
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Main

City of Reno Business License Search

(Please don't bookmark this page. Search data is not saved. Click Go to Main Menu and bookmark search criteria page.)

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

Address	Rec#	BusinessName	BusinessActivity	LicType	LicNum	LicStatus	ApplicationStatus	RenewalStatus	MaxExpDate	CurrentLicense	Li
	1	Amber LaRosa	General Business	Annual	120934	Inactive	Approved	Cancelled	10/31/2016		Anl
	2	Amber LaRosa	General Business	Annual	134385	Active	Approved	Completed	3/31/2017		Anl

<< < Page 1 of 1 > >>

Log Debugger Trace Report

There was an error while processing your request.

The error was:

Error running a Procedure.

Click for more detailed information

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Forgot account?

Amber LaRosa
is on Facebook.

To connect with Amber, sign up for Facebook today.

Sign Up Log In

Amber LaRosa

Friends Photos Videos

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 · Torrington, Connecticut

CURRENT CITY AND HOMETOWN

Fernley, 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

Amber Larosa

Amber LaRosa

See more people named Amber LaRosa

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SOCIAL MEDIA (HTTP://COSMETOLOGY.NV.GOV/SOCIAL/MEDIA/) Search

Individual Search

First Name:

Last Name:

casteel

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
CASTEEL, LORI	Cat Technologist	[illegible]	Active	03/01/2017	
CASTEEL, LORI	Professional Instructor	[illegible]	Expired	06/30/2005	

HOME	CONSUMERS	LICENSING	RESOURCES
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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr 02WECEL1015 **Carrier Code** 19666 **Policy Eff Dt** 11/01/2016

Primary Insured Name ROSADO MAGGIE **Policy Exp Dt** 11/01/2017

Primary Insured Information

Name ROSADO MAGGIE
Name Type 1 - PERSONAL NAME
PEO/Client Code
FEIN 531900027
Street 350 HARBOUR COVE DR APT 304
City SPARKS
State NV **Zip Code** 89434-7871

Carrier Information

Name 19666 - TRUMBULL INS CO
FEIN 061184984
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323 **Group Code** 10448 **Branch** 084

Agent Information

Name NUTMEG INSURANCE AGENCY INC/PH
Street 301 WOODS PARK DR
City CLINTON
State NY **Zip Code** 13323-1139

Policy Information

Prior Policy Nbr
Policy Type Plan 01 - VOLUNTARY POLICY
Assignment Date
Policy Type Cvrg 01 - STANDARD WORKERS' COMPENSATION POLICY
Wrap-Up Code 2 - NON-WRAP-UP POLICY
Legal Nature of Insured 01 - INDIVIDUAL
Employee Leasing Code 1 - NON-EMPLOYEE LEASING POLICY
Deductible Losses Code
Deductible Calc Code

State Carrier
State Eff Dt 11/01/2016
State Exp Dt
Reason State Added 0 - FIELD DOES NOT APPLY
Gov Class Code 9586 Barber Shop
State Premium ($) 121
Orig POC Rcvd Dt
Orig Policy Rcvd Dt 10/28/2016
Last Rcvd Dt 10/28/2016

The nation's most experienced provider of workers compensation information, tools, and services

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/26/2016

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 have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025637 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MAGGIE ROSADO
350 HARBOUR COVE DR APT 304
SPARKS NV 89434

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER						$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03 WEC 0L1015	11/01/2016	11/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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First Name:

maggie

Last Name

rosado

License Number:

Search

or

Salon Search

Salon Name:

License Number

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations

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First Name:

Last Name:

rosado

License Number:

Search

or

Salon Search

Salon Name:

License Number:

Address:

Search

Name	License Type	License Number	Status	Expiration	Violations
[illegible]	Cosmetologist	[illegible]	Issued	[illegible]	
[illegible]	Cosmetologist	[illegible]	Active	[illegible]	

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	Complaints (http://cosmetology.nv.gov/Consumers/Complaints/)	Application (Online)	Testing Guidelines (http://cosmetology.nv.gov/Resources/Testing_Guidelines/)
	Consumer Complaint (https://nvcosmo.systems.net/Eqform/)		

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

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 ldayton@business.nv.gov or (775) 688-3743.

Respectfully,
Lisa Dayton sg
Enforcement Investigator

Workers' Compensation Section
Telephone Memo

Date: 12/20/16
Time: 3:40

TO/FROM: Katrina

COMPANY: Reese, Kintz, Guinasso Atty's @ Law

TELEPHONE #: 832-6800 Direct line 335-2368

RE: L Casteel - Internal Academy of Style

Need a 2 week extension. Attys gone this week off.
Just there opening mail.

LD I explained 2 week extension is not something normal we would give, do they have workers comp policy or are they trying to renew or changing carriers? Unusual to hear from Atty office.

K will try & contact one of the owners.

3:50 pm Katrina spoke w/ Clients briefly - stated a previous lawsuit w/ Formal Agreement w/ DIR. Do not need to cover instructors as they all work at other salons. Katrina Former student.

Will take over liability on each. No employees. Instructors & Students only!

Lisa Dayton
Compliance Audit Investigator II

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 Internat'onal 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 else and I will get back to you upon my return next Thursday. Thank you!

KATRINA TORRES
LEGAL ASSISTANT
K TORRES@RKGLAWYERS.COM
WWW.RKGLAWYERS.COM

**PLEASE NOTE NAME AND E-MAIL ADDRESS CHANGE. THANK YOU!

RKG
REESE KINTZ GUINASSO

p. 775 832.6800
f. 775.204 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

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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.

190 W. Huffaker Lane, Suite 402 – Reno, NV 89511 – 775-832-6800 (O) – 775-201-9611 (F)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/19/2016

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 have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C No. Ext): (866) 467-8730 FAX (A/C No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHARISSA BANKS
10601 VISTA BELLA LN
RENO NV 89521

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	NA		02 WEC ED0633	11/01/2016	11/01/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

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

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PRODUCER

NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MELEDIE WOLF
710 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WEC EL0773	10/21/2016	10/21/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under: DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Mailloux

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH
R076

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

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MELISSA WOLF
732 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		02 WEC EL0775	10/19/2016	10/19/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)						E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/26/2016

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PRODUCER

NUTMEG INSURANCE AGENCY INC/PHS
025637 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MAGGIE ROSADO
350 HARBOUR COVE DR APT 304
SPARKS NV 89434

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WEC 2010?5	11/01/2016	11/01/2017	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATION

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH
8076

DATE (MM/DD/YYYY)
10/27/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MYCHEL CHRISTIAN
7465 HINTON DR
RENO NV 89506

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		02 WC 651069	11/01/2015	11/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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INTERNATIONAL ACADEMY OF STYLE

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AUTHORIZED REPRESENTATIVE

Jane Maidlow

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH 2076

DATE (MM/DD/YYYY) 10/28/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
029657 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (AC, No, Ext): (866) 467-8730 FAX (AC, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMBER LAROSA
671 WARREN WAY
FERNLEY NV 89408

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WZC 8211041	11/01/2016	11/01/2017	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/25/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025667 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JEANNINE ACHTER
16750 N RED ROCK RD
RENO NV 89508

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY / ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		03 WEC 4E0604	10/25/2016	10/25/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mae Maillou

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/24/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P: (866) 467-8730 F: (888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAURA HARTMAN
7060 MAE ANNE AVE APT 224
RENO NV 89523

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	03 WSC EL0847	11/01/2016	11/01/2017	E.L. EACH ACCIDENT 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE 100,000
							E.L. DISEASE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Maillou

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time and date

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

Sun	Mon	Tue	Wed	Thu	Fri	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	

= First day included (Dec 1, 2016) = Last day included (Dec 30, 2016)

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

Make a New Calculation

- Make adjustment and calculate again
- Start again with a new calculation between two other dates
- New calculation, with both date and time included

time and date

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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. ltr frm Loni to DETR.pdf

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

KATRINA TORRES
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

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

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

Katrina,

I know you are out of the offi .ntil at least the 29th of December, but I t 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 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: ldayton@business.nv.gov
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 <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
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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Reno, Nevada 89511

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Incline Village, Nevada 89451

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

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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

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,

Sheri C. Ihler

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@gulnassolaw.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://ultax.nvdetr.org
(775) 684-6330

Quarter: 2014/1
Quarter Ending: 3/31/14
Employer Account: 027374800
Delinquent After:
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Branding & Style
2295 Market St
Reno NV 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	=	106.13
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
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: Lou Pastel **Telephone Number:** 775-823-9063

Date: 4/29/15

BR Rev 2-15

Employment Security Division

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

Quarter: 2014/2
Quarter Ending: 6/30/14
Employer Account: 027374800
Delinquent After:
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Academy of Style
2295 Market St
Reno NV 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.**		33800.22
2. **MULTIPLY** BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0029
3. **BOND CONTRIBUTIONS AMOUNT DUE**	=	98.02
3a. **SUBTRACT** CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
6. **ADD** INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	8.82
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 not available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name: Lori Crosland **Telephone Number:** 775-823-9003

Date: 9/22/15

BR Rev 2-15

Employment Security Division

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

Quarter: 2014/3
Quarter Ending: 9/30/14
Employer Account: 027374800
Delinquent After: 11/3/14
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Beauty of Style
2295 Market St
Reno NV 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.**		29987.00
2. **MULTIPLY** BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0029
3. **BOND CONTRIBUTIONS AMOUNT DUE**	=	86.96
3a. **SUBTRACT** CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
6. **ADD** INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	5.22
7. **PAY** TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	92.18

- 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: Lori Costel **Telephone Number:** 775-823-9003

Date: 4/28/15

BR Rev 2-15

Workers' Compensation Section
Telephone Memo

Date: 12/29/16
Time: 9:40

TO/FROM: Katrina
COMPANY: R-K-G Law Firm
TELEPHONE #: 832-6800
RE: International Academy of Styles B. Schultz & L. Castaic

Explained I do not work for DETR, paperwork sent was DETR.
Is there a formal agreement w/ DIR?
From my research it doesn't appear these individuals meet the Independent Contractor criteria.
Katrina will send over another email w/ position statement.

12/29/16 - Went to CC for weekly paper exchange, review file with Supervisor Jacquie Bohannon. Stop Work Order needed to be issued. We did a courtesy call to Juan Guinasso informing him a policy was required or a SWO would be placed tomorrow.
12/30/16 - SWO posted
12/30/16 - A binder was received effective 12:01 AM 12/31/16 - received paperwork to remove SWO.

Lisa Dayton
Compliance Audit Investigator II

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 TORRES
LEGAL ASSISTANT
KTORRES@REGLAWYERS.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 Blvd., Suite 301
Incline Village, Nevada 89451

2300 W. Sahara Ave., Suite 800
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On Dec 27, 2016, at 10:31 AM, Lisa Dayton <ldayton@business.nv.gov> wrote:

Katrina,

I know you are out of the off, until at least the 29th of December, but I t 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 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 Kietzke Lane, Ste I-151
Reno, NV 89502

Phone: (775) 688-3743
Fax: (775) 689-2194
E-Mail: ldayton@business.nv.gov
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 <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
KTORRES@RKGLAWYERS.COM
WWW.RKGLAWYERS.COM

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190 W. Huffaker Lane, Suite 402
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936 Southwood Blvd., Suite 301
Incline Village, Nevada 89451

2300 W. Sahara Ave., Suite 800
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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.

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

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.

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

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

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
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Attorney 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 775-688-1822 • www.ag.nv.gov • E-mail aginfo@ag.nv.gov

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

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. ltr 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 Constractors 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.

2300 W. Sahara Ave., Suite 800
Las Vegas, Nevada 89102
p. 702.856.4333

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

190 W. Huffaker Lane, Suite 402
Reno, Nevada 89511
p. 775.853.8746
f. 775.201.9611

936 Southwood Blvd., Suite 301
Incline Village, Nevada 89451
p. 775.832.6800
f. 775.832.6801

2300 W. Sahara Ave., Suite 800
Las Vegas, Nevada 89102
p. 702.856.4333

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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.

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

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 www.rkglawyers.com

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[1], 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.

[1] 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.

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.[2]

[2] 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, the Instructor is responsible for complying with Nevada law to

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.

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 means of work.

- 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.

///

///

///

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

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 www.rkglawyers.com

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.

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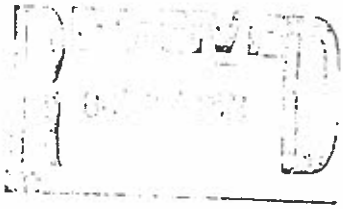
775.832.6800 775.832.6801 info@rkglawyers.com www.rkglawyers.com

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
First Assistant Attorney General

NICHOLAS A. TRUTANICH
First Assistant Attorney General



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

October 25, 2016

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

By: LORRAINE WEBBER
Legal Secretary II
Workers' Compensation Fraud Unit
(775) 687-2133

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
First Assistant Attorney General

NICHOLAS A. TRUTANICH
First Assistant Attorney General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

MEMORANDUM

FILED
2016 OCT 19 PM 12:49
DEXTER THOMAS
RENO JUSTICE COURT
BY _____ DEPUTY

To: Reno Justice Court

From: Eric Nickel, Senior Deputy Attorney General

Subject: State of Nevada v. Bonnie Jean Schultz and Loni Doreen Caste
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 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

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

To: B. Schultz + L. Crosted
DBA: International Academy of Style & Wellness Salon

From: ADMINISTRATOR, DIVISION OF INDUSTRIAL RELATIONS

Subject: ORDER TO STOP WORK **POLICY NUMBER:** NVAR P-001242

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 January 19, 2017 **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
- [x] OBTAINED WORKERS' COMPENSATION INSURANCE
- [x] No employee may work until this product or service or any employee
- [x] proof is received (i.e. Business Declaration page)

This order is delivered to Posted on Front door & Back door - Closed till Jan 2nd Doors locked
Employer or employer's representative

2295 Market St. Reno, NV 89502-1559
Address

12/30/16 10:59 AM
Date and time of delivery

12:02 pm repasted Front door

10:59AM
12:02PM

Signature of WCS representative

872

(NSPO Rev. 3-13) (O) 335A

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

STOP WORK ORDER

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

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

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

EMPLOYER/DBA: International Academy of Style Excellence Salon

ADDRESS: 2295 Market St. Reno, NV 89502

Posted this 30th day of Dec 2016 at 10:57 a.m./p.m. By: L Dayton
Compliance/Audit Investigator

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

STOP WORK ORDER

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

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

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

EMPLOYER DBA: International Academy of Style Excellence Salon

ADDRESS: 2295 Market St. Reno, NV 89502

Posted this 30th **day of** Dec 2016 **at** 12:59 + 12:02pm **a.m./p.m.** **By:** [signature]
Compliance/Audit Investigator

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 2nd. 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 I asked 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.

Lisa Dayton

From: Lisa Dayton
Sent: Friday, December 30, 2016 12:52 PM
To: 'Morre Hughes'
Cc: lonidcasteel@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 Kietzkel Lane, Ste F-151
Reno, NV 89502

Phone: (775) 688-3743
Fax: (775) 689-2194
E-Mail: ldayton@business.nv.gov
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
mhughes@alpine-insurance.com
p.)775-829-2345 ext 101 |f.)775-827-7090 |c.) 775-682-1551

This message and any attached documents contain information that may be confidential, privileged and/or constitute non public information. If you are not the intended recipient, you are hereby notified that any reading, copying, disseminating, distributing, or using of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply e-mail and then delete this message.

As per Nevada Revised Statute (NRS 597.970), we must transmit any personal data via encryption software. Therefore, you will receive all correspondence containing personal data in this format. To avoid issues with opening documents, we recommend adding https://www.sharefile.com/ as a trusted site.

INACA-1 OP ID: MO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 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).

PRODUCER
Alpine Insurance
6160 Plumas, Suite 100
Reno, NV 89519
Ryan Garaventa, CIC

CONTACT NAME: Ryan Garaventa, CIC
PHONE (A/C, No, Ext): 775-829-2345 FAX (A/C, No): 775-827-7090
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NCCI	
INSURER B: Capitol Indemnity Corp.	10472
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
International Academy of Style
B.Schultz & L.Casteel DBA:
2295 Market St
Reno, NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								
B	X COMMERCIAL GENERAL LIABILITY			BP0031493312	10/18/2016	10/18/2017	EACH OCCURRENCE	$	1,000,000
	CLAIMS MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
	X						PERSONAL & ADV INJURY	$	Included
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$	2,000,000
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$	Included
								$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE PER ACCIDENT	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			40929980	12/31/2016	12/31/2017	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

INSURE1

Insured

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Nancy Hughes

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

OP ID: MO

ACORD™ INSURANCE BINDER

DATE (MM/DD/YYYY) 12/30/2016

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER

PHONE (A/C, No, Ext) 775-829-2345
FAX NO (A/C, No, Ext) 775-827-7090

Alpine Insurance
6160 Plumas, Suite 100
Reno, NV 89519
Ryan Garaventa, CIC

CODE: SUB CODE:

AGENCY CUSTOMER ID: INACA-1

COMPANY: NCCI

BINDER # 25224

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE
12/31/16	12:01	X AM / PM	01/30/17

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 40929980

INSURED
International Academy of Style
B.Schultz & L.Casteel DBA:
2295 Market St
Reno NV 89502

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

COVERAGES — LIMITS

PROPERTY	TYPE AND LOCATION OF PROPERTY	COVERAGE/PERILS/FORMS	AMOUNT	DEDUCTIBLE	CODS %

LIABILITY — COVERAGE/FORMS

		EACH OCCURRENCE	AGGREGATE
☐ SCHEDULED FORM ☐ COMPREHENSIVE FORM	BODILY INJURY	$	$
☐ PREMISES/OPERATIONS	PROPERTY DAMAGE	$	$
☐ PRODUCTS/COMPLETED OPERATIONS	BI & PD COMBINED	$	$
☐ CONTRACTUAL	MEDICAL PAYMENTS — PER PERSON	$	
☐ OTHER	MEDICAL PAYMENTS — PER ACCIDENT	$	
☐ MEDICAL PAYMENTS	PERSONAL INJURY		$
☐ PERSONAL INJURY FORM A B C			$

AUTOMOBILE LIABILITY

☐ ANY AUTO		COMBINED SINGLE LIMIT	$
☐ ALL OWNED AUTOS		BODILY INJURY (Per person)	$
☐ SCHEDULED AUTOS		BODILY INJURY (Per accident)	$
☐ HIRED AUTOS		PROPERTY DAMAGE	$
☐ NON-OWNED AUTOS		MEDICAL PAYMENTS	$
☐ GARAGE LIABILITY		PERSONAL INJURY PROT	$
		UNINSURED MOTORIST	$
			$

AUTO PHYSICAL DAMAGE — DEDUCTIBLE — ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES

☐ COLLISION		ACTUAL CASH VALUE	
☐ OTHER THAN COL		STATED AMOUNT	$
		OTHER	

EXCESS LIABILITY

☐ UMBRELLA FORM		EACH OCCURRENCE	$
☐ OTHER THAN UMBRELLA FORM		AGGREGATE	$
		SELF-INSURED RETENTION	$

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

X STATUTORY LIMITS		
EACH ACCIDENT	$	1,000,000
DISEASE - POLICY LIMIT	$	1,000,000
DISEASE - EACH EMPLOYEE	$	1,000,000

SPECIAL CONDITIONS/ OTHER COVERAGES

MORTGAGEE ☐ ADDITIONAL INSURED ☐
LOSS PAYEE
LOAN #

AUTHORIZED REPRESENTATIVE
Nancy Hughes

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.

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

WORKERS' COMPENSATION REGULATION SECTION
EMPLOYER COMPLIANCE UNIT

REASONS: **Cancel List, Non-Comp.,UIE, Prem. Penalty, AGFO, Fine** 1706706

FEIN #: 880389861

PRIMARY INSURED: B SCHULTZ & L CASTEEL

DBA: International Academy of Style Excellence Salon

Mailing Address: 2295 MARKET ST RENO NV 89502 -1559

Physical Address: Same

Telephone: 823-9003

Policy#: NVARP301842 Insurance Carrier: RIVERPORT INSURANCE COMPANY

Cancellation Date: December 1, 2016

Current Insurance Carrier: Riverport Insurance Company

Policy# NVARP 303976 **Effective Date:** 12/31/16

Results: *Circle One* – **Out of business, no employees, reinstated, renewed, obtained, vacant, posted, residence, door locked, unable to locate, business sold.**

Comments: Please see emails ~~[illegible]~~ from/to Katrina Torres @ Reese-Kintz-Guinassa law & Notes from 12/30/15 Sub posting & Sub removal

9586 Barber Shop EAP 3058

Period of non-compliance: From: 12/1/16 **Through:** 12/30/16 **Days:** 30

NAC 345 ✓ **NAC 355**____ **NAC 375**____

Investigator Lisa Dayton **Date** 2/21/17

May 25, 2006

2/23/17
SC

1 prior found

PP & AG
Referral
3/2

882 153

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,

L. Dayton/sg

Lisa Dayton
Enforcement Investigator

Attachment
LD/sg

Division of Industrial Relations
Workers' Compensation Section
Employer Compliance Unit

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 ☐ Intentional ☐ Repeated ☐

Fine Amount: $ Origin of Violation: EI - 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

☒ Approve ☐ Disapprove - Enforcement Supervisor Jacqui Bohemier Date: 2/28/17

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 ÷ 365 = 8.37 / day

X 30 days lapsed

= $ 251.10 Premium penalty

FINE: (12/01/16 thru 12/30/16 = 30 days)

Break in coverage resulted in **30** day lapse.

NAC 616D.345(1)(a)

= $ Total fine. ( )

0. *

3,058. ÷
365. =
8.37 *

8.37 x
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

STATE OF NEVADA
DEPT. OF ADMINISTRATION
HEARINGS DIVISION
CARSON CITY OFFICE
2017 MAR 20 PM 2:05
RECEIVED AND FILED

REQUEST FOR HEARING BEFORE THE APPEALS OFFICER

EMPLOYER

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

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 agent, 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	

Signature

Date 3/20/17

NOTICE

If the Hearing Officer decision is appealed, Claimants are entitled to free legal representation by the Nevada Attorney for Injured Workers (NAIW). If you want NAIW to represent you, please sign below:

Signature **Telephone Number**

****If you are appealing the Hearing Officer's Decision, file this form and a copy of the Decision no later than thirty (30) days after the date of the Hearing Officer's Decision****

170253754M
Wed-5.3.17
2:30

ORIGINAL

NEVADA DEPARTMENT OF ADMINISTRATION

BEFORE THE APPEALS OFFICER

In the Contested Matter of: Complaint No. 1706718

Appeal No. 1702545-SYM

INTERNATIONAL ACADEMY OF STYLE

_____/

STATE OF NEVADA
DEPT OF ADMINISTRATION
HEARINGS DIVISION
APPEALS OFFICE
2017 JUN 30 PM 12:24
RECEIVED
FILED
AND

EVIDENCE PACKET FOR
THE DIVISION OF INDUSTRIAL RELATIONS (DIR)

DATE	DOCUMENT	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 9

STATE OF NEVADA
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

STATE OF NEVADA
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

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.

Dated this 27th 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. 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
X 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
X via State Mail room (regular or certified)
____ deposited directly with U.S. Mail Service
____ Overnight Mail
____ Interdepartmental Mail
____ Messenger Service
____ Facsimile fax number: _____

DATED this 27th day of June, 2017.

State of Nevada Employee

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

BRIAN SANDOVAL
Governor

WCS Contact Information
(775) 684-7270
Fax: (775) 687-6305
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
400 W. King Street, Suite 400
Carson City, Nevada 89703

RECEIVED
MAR 16 2017
BY:

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

Re: Complaint Number: 1706718
Determination of Premium Penalty Number: 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.

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
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 775-688-1822 • www.ag.nv.gov • E-mail aginfo@ag.nv.gov

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

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.

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

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.

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

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.[1] 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

[1] 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.

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

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. Finally, the 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

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.

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.[2] 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

[2] 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.

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

100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

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

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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.

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 chapters 616A to 616D, inclusive, of NRS.
> [22:168:1947; A 1951, 485]—(NRS A 1987, 2047; 1991, 2399)—(Substituted in revision for NRS 616.085)

Principal Contractor is defined by NRS:

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. 3rd Party Administrators are required to register with the Division of Insurance, I contacted them and IAS is not a registered 3rd Party Administrator.

3) Right to hire and fire a worker
   a. 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 allows 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 *is* 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
   a. 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:

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 booth renters. 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 within 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.

REESE · KINTZ · GUINASSO

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.

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

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 www.rkglawyers.com

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[1], 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.

[1] 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.

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.[2]

[2] 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, the Instructor is responsible for complying with Nevada law to

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.

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 means of work.

- 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 plans 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.

///

///

///

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

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 www.rkglawyers.com

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 Division

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

Quarter: 2014
Quarter Ending: 3/31/14
Employer Account: 027377800
Delinquent After:
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Academy of Style
2295 Market St
Reno NV 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	=	106.13
3a. SUBTRACT CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
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: Lori Castel **Telephone Number:** 775-823-9005

Date: 4/29/15

BR Rev 2-15

Employment Security vision

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

Quarter: 2014
Quarter Ending: 6/30/14
Employer Account: 027374800
Delinquent After:
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Academy of Style
2295 Market St
Reno NV 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.**		33800.22
2. **MULTIPLY BY BOND FACTOR** (Your assigned Bond Factor written as a decimal)	x	0029
3. **BOND CONTRIBUTIONS AMOUNT DUE**	=	98.02
3a. **SUBTRACT** CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
6. **ADD** INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	8.82
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 not available for bond contributions.
- Use the enclosed return envelope with blue markings. Otherwise, indicate BOND on the envelope.

Print Contact Name: Lori Castel **Telephone Number:** 775-823-9003

Date: 4/25/15

BR Rev 2-15

Employment Security Division

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

Quarter: 2014
Quarter Ending: 9/30/14
Employer Account: 0273748 00
Delinquent After: 11/3/14
Federal ID Number:
BOND FACTOR: 0.29% = 0.0029

Employer/DBA/Mailing Address
International Academy of Style
2295 Market St
Reno NV 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.**		29987.00
2. **MULTIPLY** BY BOND FACTOR (Your assigned Bond Factor written as a decimal)	x	0029
3. **BOND CONTRIBUTIONS AMOUNT DUE**	=	86.96
3a. **SUBTRACT** CREDIT AMOUNT SHOWN ON BOND BILLING STATEMENT (If applicable)	-	0
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	+	0
6. **ADD** INTEREST ON AMOUNT DUE (LINE 3 X .01) FOR EACH MONTH/PART OF MONTH LATE	+	5.22
7. **PAY** TOTAL BOND CONTRIBUTIONS AMOUNT DUE (Total LINES 3 through 6)	=	92.18

- 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: Lori Costel **Telephone Number:** 775-823-9003

Date: 4/25/15

BR Rev 2-15

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
First Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

KETAN D. BHIRUD
General Counsel

STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

JB

Original to WCS

RECEIVED
MAR 23 2017
WCS

March 17, 2016

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

Copy to PP

RE: *The State of Nevada v. Bonnie Jean Schultz and Loni Doreen Casteel*
International Academy of Style
Reno Township Justice Court Case No. RCR2015-083504
DIR Comp. ~~#none provided~~ ~~1706706~~ ~~164916~~ 1706718 1649160 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.

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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
First Assistant Attorney General

NICHOLAS A. TRUTANICH
First Assistant Attorney General

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

RECEIVED
OCT 27 2016

October 25, 2016

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

By: _____
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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
First Assistant Attorney General

NICHOLAS A. TRUTANICH
First Assistant Attorney General

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

MEMORANDUM

FILED
2016 OCT 19 PM 12:49
GEORGE THOMAS
RENO JUSTICE COURT
BY _____ DEPUTY

To: Reno Justice Court

From: Eric Nickel, Senior Deputy Attorney General

Subject: State of Nevada v. Bonnie Jean Schultz and Loni Doreen Castee
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 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

FILED

2015 SEP -9 PM 1:43

STEVE TUTTLE
RENO JUSTICE COURT
BY N. Ayala
DEPUTY

IN THE JUSTICE COURT OF RENO TOWNSHIP

IN AND FOR THE COUNTY OF WASHOE, STATE OF NEVADA

STATE OF NEVADA, Plaintiff, vs. BONNIE JEAN SCHULTZ and LONI DOREEN CASTEEL Defendants.	Case No. RCR 2015 083504 Dept. No. 1 **CRIMINAL COMPLAINT**

Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, NV 89511

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

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

Office of the Attorney General
5420 Kietzke Lane, Suite 202
Reno, NV 89511

RENO CRIMINAL

CASE SUMMARY

CASE NO. RCR2015-083504B

The State of Nevada vs. Loni Doreen Casteel	§ § § §	Location: Judicial Officer: Filed on:	Reno Criminal Lynch, Patricia 09/09/2015

CASE INFORMATION

Offense	Deg	Date		
1. Employer fail to provide industrial insurance coverage, 1st	M	12/31/2010	Case Type:	Misdemeanor
			Case Status:	10/27/2016 Concluded

Related Cases
RCR2015-083504A (Co-Defendant)

Statistical Closures
10/27/2016 Dismissed (before trial)

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	RCR2015-083504B
Court	Reno Criminal
Date Assigned	09/09/2015
Judicial Officer	Lynch, Patricia

PARTY INFORMATION

		Lead Attorneys
Plaintiff	**The State of Nevada**	**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*	
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	

RENO CRIMINAL

CASE SUMMARY

CASE NO. RCR2015-083504A

The State of Nevada vs. Bonnie Jean Schultz	§ § § §	Location: Judicial Officer: Filed on:	Reno Criminal Lynch, Patricia 09/09/2015

CASE INFORMATION

Offense	Deg	Date		
1. Employer fail to provide industrial insurance coverage, 1st	M	12/31/2010	Case Type:	Misdemeanor
			Case Status:	10/27/2016 Concluded

Related Cases
RCR2015-083504B (Co-Defendant)

Statistical Closures
10/27/2016 Dismissed (before trial)

CASE ASSIGNMENT

Current Case Assignment

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

PARTY INFORMATION

		Lead Attorneys
Plaintiff	**The State of Nevada**	**Nickel, Eric A.** 775-850-4110(W)
Defendant	**Schultz, Bonnie Jean**	

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*	
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 - Rcvd A total of 8 certs of Ins for employees with this fax.

190 W. Huffaker Lane, Suite 402 – Reno, NV 89511 – 775-832-6800 (O) – 775-201-9611 (F)

No Li

ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/26/2016

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 have ADDITIONAL INSURED provisions or 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
NUTMEG INSURANCE AGENCY INC/PHS
025697 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MAGGIE ROSADO
350 HARBOUR COVE DR APT 304
SPARKS NV 89434

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $						EACH OCCURRENCE $ AGGREGATE $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		02 WEC EL1015	11/01/2016	11/01/2017	PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc Mailloux

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

NDLic

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/28/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AMBER LAROSA
671 WARREN WAY
FERNLEY NV 89408

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) YES / NO		N/A	02 WEC BL1184	11/01/2016	11/01/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jane Maillou

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH
R076

DATE (MM/DD/YYYY)
10/19/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C No. Ext): (866) 467-8730 FAX (A/C No.): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHARISSA BANKS
10601 VISTA BELLA LN
RENO NV 89521

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WEC EL0633	11/01/2016	11/01/2017	X STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	100,000
							E.L. DISEASE - POLICY LIMIT	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/27/2016

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MYCHEL CHRISTIAN
7465 HINTON DR
RENO NV 89506

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR						EACH OCCURRENCE $
							DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE $
							PRODUCTS - COMP/OP AGG $
	OTHER						$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) $
							PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WBC EL1069	11/01/2016	11/01/2017	X WC STATUTORY / OTH-ER E.L. EACH ACCIDENT $100,000 E.L. DISEASE - EA EMPLOYEE $100,000 E.L. DISEASE - POLICY LIMIT $500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH 8076

DATE (MM/DD/YYYY) 10/24/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
LAURA HARTMAN
7000 MAE ANNE AVE APT 224
RENO NV 89523

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		02 WBC EL0847	11/01/2016	11/01/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jac Maillou

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

DATE (MM/DD/YYYY) 10/25/2016

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.

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PRODUCER
NUTMEG INSURANCE AGENCY INC/PHS
025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Trumbull Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JEANNINE ACHTER
16750 N RED ROCK RD
RENO NV 89508

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		02 WSC 610694	10/25/2016	10/25/2017	X STATUTE OTH-ER E.L. EACH ACCIDENT 100,000 E.L. DISEASE - EA EMPLOYEE 100,000 E.L. DISEASE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Jan Maillou

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

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

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PRODUCER
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025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MELEDIE WOLF
710 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
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	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 NEC EL0773	10/21/2016	10/21/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Marc Mailloux

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

AH R076

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

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PRODUCER

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025657 P:(866) 467-8730 F:(888) 443-6112
PO BOX 29611
CHARLOTTE NC 28229

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E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Accident & Indemnity Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MELISSA WOLF
732 BALZAR CIR
RENO NV 89502

COVERAGES CERTIFICATE NUMBER: REVISION 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		02 WEC EL0775	10/19/2016	10/19/2017	E.L. EACH ACCIDENT	$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

INTERNATIONAL ACADEMY OF STYLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mac Maillou

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Policy & Carrier

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | Canc/Reinst/Non-Renew | Trans History

Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

Primary Insured Information

Name B 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		**State Carrier**	
Policy Type Plan	02 - NORMAL ASSIGNED RISK POLICY	**State Eff Dt**	12/01/2015
Assignment Date	12/17/2015	**State Exp Dt**	
Policy Type Cvrg	01 - STANDARD WORKERS' COMPENSATION POLICY	**Reason State Added**	0 - FIELD DOES NOT APPLY
Wrap-Up Code	2 - NON-WRAP-UP POLICY	**Gov Class Code**	9586
Legal Nature of Insured	02 - PARTNERSHIP	**State Premium ($)**	3,058
Employee Leasing Code	1 - NON-EMPLOYEE LEASING POLICY	**Orig POC Rcvd Dt**	
Deductible Losses Code		**Orig Policy Rcvd Dt**	01/08/2016
Deductible Calc Code		**Last Rcvd Dt**	10/28/2016

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Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

Employer Search Criteria

8 items in 1 pages

Employer Name	Name Type	PEO/ Client Code	Emp Legal Status	FEIN	Street	City	State	Zip Code	Unemployment ID	Rptd Industry Code	NAICS Code	Employee Count	Name Eff Dt	Address Eff Dt
B SCHULTZ & L CASTEEL	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2015	12/01/2015
B SCHULTZ & L CASTEEL	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2015	12/01/2015
CASTEEL LONI	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2015	12/01/2015
CASTEEL LONI	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2015	12/01/2015
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2015	12/01/2015
INTERNATIONAL ACADEMY OF STYLE EXCELLENCE SALON DBA	2		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2015	12/01/2015
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111		10	12/01/2015	12/01/2015
SCHULTZ BONNIE	1		02	880389861	2295 MARKET ST	RENO	NV	89502-1559		812111			12/01/2015	12/01/2015

8 items in 1 page

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Policy Carrier Information Reports

Cancellations / Reinstatements / Non-Renewals

NEVADA

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Policy & Carrier | Names & Addresses | Names | Addresses | State Exposure | **Canc/Reinst/Non-Renew** | Trans History

Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015

Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

1 items in 1 pages

C/R/N Received Date	C/R/N Effective Date	Cancellation Notice Mail Date	Reason for Reinstatement	Transaction Code	Cancel Type	Cancel Reason
10/28/2016	12/01/2016	10/27/2016		03 - NONRENEWAL	00	05 - NONPAYMENT OF PREMIUM

1 items in 1 pages

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Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015
Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

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

7 items in 1 pages

Class Code	Class Description	Exposure Act/ Coverage Code	Exposure Period Effective Date	Estimated Exposure Amount ($)	Manual/ Charged Rate	Estimated Premium Amount ($)
8810	CLERICAL OFFICE EMPLOYEES NOC	01	$68.49 Daily	25,000.00	.4200	105
9014	JANITORIAL SERVICES BY CONTRACTORS-NO WINDOW CLEANING ABOVE GROUND LEVEL & DRIVERS	01	$32.87	12,000.00	4.0100	48
9586	BARBER SHOP	01	$575.34	210,000.00	1.1200	2,35
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00	.0100	25
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	25
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) $1000000/$1000000/$1000000	00		.00	.0000	32
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00		.00	.0000	88

7 items in 1 pages

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Policy Nbr NVARP301842 **Carrier Code** 27995 **Policy Eff Dt** 12/01/2015
Primary Insured Name B SCHULTZ & L CASTEEL **Policy Exp Dt** 12/01/2016

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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	2,352
9740	CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	00		.00	.0100	25
9741	CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	00		.00	.0100	25
9812	ADDITIONAL PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS (WITH WORKERS COMPENSATION) $1000000/$1000000/$1000000	00		.00	.0000	32
9848	ADDITIONAL PREMIUM REQUIRED TO BALANCE TO THE MINIMUM PREMIUM FOR EMPLOYERS LIABILITY INCREASED LIMITS	00		.00	.0000	88

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WORKERS' COMPENSATION REGULATION SECTION
EMPLOYER COMPLIANCE UNIT

REASONS: Cancel List, Non-Comp., UIE, Prem. Penalty, AGFU, Fine 1706718

FEIN #: 88-0389861

PRIMARY INSURED: Bonnie Schultz & Loni Casteel

DBA: International Academy of Style

Mailing Address: 2295 Market St, Reno, NV 89502-1559

Physical Address: Same

Telephone: 775-823-9003

Policy # NONE **Insurance Carrier:**

Cancellation Date:

Current Insurance Carrier: Riverport Insurance Company

Policy # NVARP301842 **Effective Date:** 12/01/2015

Results: *Circle One* – **Out of business, no employees, reinstated, renewed, obtained, vacant, posted, residence, door locked, unable to locate, business sold.**

Comments:

An Investigation was conducted by the AG's office on 11/20/14. A criminal complaint was filed by the AG on 9/15/15 for a misdemeanor violation of NRS 616D.200(3)(a) for not maintaining a Workers' Compensation policy from 12/21/10 thru 9/2/15. The insured completed the terms of a deferred prosecution on 10/19/16 and charges were dismissed. On 10/19/16 insured requested each of their employees to purchase their own Workers' Compensation policy and the insured canceled their workers' compensation policy on 12/1/15. When insured was notified by WC Enforcement of non-compliance, they reverted back to claiming their employees were independent contractors. A Stop Work order was placed on this business 12/30/15 until new coverage was obtained on 12/31/15.

Period of non-compliance: **From:** 12/21/10 **Through:** 11/30/15 **Days:** 1817

NAC 345 _____ **NAC 355** _____ **NAC 375** _____

Investigator: Jacqui Bohemier/Supervisor JB **Date:** 01/19/2017

no priors found

Over 44 days
PP & AG Referral

2/23/17
SG

SilverFlume
NEVADA'S BUSINESS PORTAL

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 Business License Expiration Date	May 31, 2017
Last Updated By	lonidcasteel@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

file tape#	annua per yr NCCIR	P a m	hang	
	cost:	payroll:	12/10/10 - 2/28/11	
#1	$37.16	$5547.69	55	4
	131.76	$2662.47	4 4	
	605.82	$ 45	95 3	
	$774.74			
			/	js
#2	$150.00		7.452	
	619.2	1	4	
	2583.00	1,000.		
	$3352.20			
			/ 2 8/ 3	3
#3	$137.50	$25,000	5	
	$583.2	$12,000.	4	
	$2604.00	$210,000.	86	
	$3324.70			
			3/1/13 - 2/28/14	D
#4	$127.50		Cla	
	$507.60	$12,000.	9 4	
	$2667.00	$210,002	9586 $ 1.27	
	$3302.10			
			/ / / 8/ /	D js
#5	$120.00			
	$531.60			
	$2772.00		5	
	$3423.60			
			/ / / /	5 days
#6	$79.10	$18,534.75	1955 8810 $ .42	
	$362.46	$9039.25	9014 $ 4.01	
	$1772.04	$158,218.50	9585 $ 1.12	
	$2213.60			
	$11,300.94			

page 1A

#1
12-10-10
2-28-11
9-13-13

#2

3-1-11
2-28-12
3-6-13
3-6-13

Page 1B

#3
3-1-12
2-28-13
365 Days

#4
3-1-13
2-28-14
365 Days

#5
3-1-14
2-28-15
365 Days

page 1C

Each class 1 year

Class 8810 - Rate .53

2/10/10 - 11/30/15 $124,382.44 ÷ 100 x .53 = $659.22
Total payroll

Class 9014 - Rate $4.59

12/10/10 - 11/30/15 $59,701.72 ÷ 100 x 4.60 = $2746.24

Class 9586 - Rate $1.24

$1,044,820.95 ÷ 100 x 1.24 = $12,955.76

Total $16,361.22

Class 9014

If I used average rates for 6 yrs of payroll, it would be $29.72 more

Page 12 See Next Page

← $5547.69 - 81 days only

8% Class

← $8,834.75 - 275 days only

← $2662.47 - 81 days only

Class 90%

← $4039.25 - 275 days only

← $46,602.45 - 81 days only

Class 75%

← $158,218.50 - 275 days only

page 1F

#6
3-1-15
11-30-15
275 DKS

Totals

Page ID

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

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

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

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.

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 JB REPORT DATE: 02/08/17

BRIAN SANDOVAL
Governor

WCS Contact Information
(775) 684-7270
Fax: (775) 687-6305
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
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,

J Bohemier/sg

Jacqui Bohemier
Compliance Enforcement Supervisor

Attachment
JB/sg

Division of Industrial Relations
Workers' Compensation Section
Employer Compliance Unit

NOTICE OF VIOLATION INPUT FORM

Division: **WCS** Location: **CC** **Complaint Number:** 1706718

Injured Employee Name:

Employer FEIN Number: 88-0389861 Injured Employee's Claim Number:

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:** 164960

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 Investigator/Supervisor Date: 2/6/17

☑ Approve ☐ Disapprove - District Manager : Date: 3-1-17

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 YEAR. USED THE ESTIMATED PAYROLL FOR EACH CLASSIFICATION PER YEAR

Class	8810
Class	9014
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

2017 MAR 20 PM 2:05
RECEIVED
FILED

REQUEST FOR HEARING BEFORE THE APPEALS OFFICER

EMPLOYER

Employer: International Academy of Style	DIR Complaint No.: 1706718
Address: 2295 Market Street	Premium Penalty No.: 164960
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

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 agent, 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

Signature

3/20/17
Date

NOTICE

If the Hearing Officer decision is appealed, Claimants are entitled to free legal representation by the Nevada Attorney for Injured Workers (NAIW). If you want NAIW to represent you, please sign below:

Signature **Telephone Number**

****If you are appealing the Hearing Officer's Decision, file this form and a copy of the Decision no later than thirty (30) days after the date of the Hearing Officer's Decision****

1702545-SLM
Wed 5-3-17
3:30

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

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