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CLERK OF THE COURT

1 **ACOM**
2 **ROBERT E. SCHUMACHER, ESQ.**
3 Nevada Bar No. 7504
4 **PEEL BRIMLEY LLP**
5 3333 East Serene Avenue, Suite 200
6 Henderson, Nevada 89074
7 (702) 990-7272
8 *Attorneys for Plaintiff.*
9 **THE MEDICAL SPA, LLC**

7 **DISTRICT COURT**

8 **CLARK COUNTY NEVADA**

10 THE MEDICAL SPA, LLC, a Nevada limited
11 liability company,

11 Plaintiff,

12 v.

13 NANCY VINNIK, an individual; CHARLES
14 VINNIK, M.D., an individual; NORMA JEAN
15 SCHLAGER, an individual; and DOES 1-50,
16 inclusive,

17 Defendants.

CASE NO. A577797
DEPT NO. X

**FIRST AMENDED COMPLAINT
FOR DAMAGES**

18
19 COMES NOW Plaintiff THE MEDICAL SPA, LLC, a Nevada limited liability company
20 (hereinafter "Plaintiff"), by and through its attorney of record, Robert E. Schumacher, Esq. of the
21 law offices of PEEL BRIMLEY LLP, hereon alleges against Defendants NANCY VINNIK, an
22 individual (hereinafter "Ms. Vinnik"), CHARLES VINNIK, M.D. (hereinafter "Dr. Vinnik"),
23 NORMA JEAN SCHLAGER (hereinafter "Ms. Schlager"), and DOES 1-50 (collectively
24 referred to as "Defendants"), and each of them, as follows:
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PARTIES

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2 1. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
3 hereto Plaintiff was and is a Nevada limited liability company duly authorized and doing
4 business in the State of Nevada.

5
6 2. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
7 hereto Ms. Vinnik was and is an individual residing in the County of Clark, State of Nevada and
8 is the wife of Dr. Vinnik.

9 3. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
10 hereto Dr. Vinnik was and is an individual residing in the County of Clark, State of Nevada and
11 is the husband of Ms. Vinnik.

12 4. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
13 hereto Ms. Schlager was and is an individual residing in the County of Clark, State of Nevada.

14 5. Plaintiff is informed and believes, and thereon alleges, that the true names and
15 capacities, whether individual, corporate, associate or otherwise, of DOES 1 through 50,
16 inclusive, are unknown to Plaintiff. Said DOE Defendants are responsible for damages suffered
17 by Plaintiff; therefore, Plaintiff sues said DOE Defendants by such fictitious names. Plaintiff
18 will ask leave to amend this Complaint to show the true name and capacities of each such DOE
19 Defendant at such time as the same have been ascertained; and nothing hereto shall be deemed to
20 be a waiver or release of any rights of Plaintiff to rename previously identified Defendants or
21 name anew any Defendants that have not been previously identified in this pleading.

22 6. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
23 hereto Plaintiff was and is a business specializing in medical aesthetics, cosmetic laser services,
24 and botox and dermafillers treatments.

25 7. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik and Ms.
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1 Schlager are former employees of Plaintiff, where they worked as registered nurses.

2 8. Plaintiff is informed and believes, and thereon alleges, that Dr. Vinnik is a retired
3 cosmetic surgeon licensed in the State of Nevada.

4 **GENERAL ALLEGATIONS**

5 9. Plaintiff refers to and incorporates by reference each and every preceding
6 paragraph as though fully set forth herein.

7 10. Plaintiff is informed and believes, and thereon alleges, that in approximately
8 August 2005, Ms. Vinnik accepted employment with Plaintiff as a registered nurse. She
9 received a copy of the Employee Handbook on March 15, 2007.

10 11. Plaintiff is informed and believes, and thereon alleges, that as part of her
11 acceptance of employment, Ms. Vinnik signed an "Employee Non-Compete Agreement"
12 (*attached hereto as Exhibit "A"*) wherein she agreed not to compete with the company and its
13 business within a fifteen (15) mile radius during the period of employment and for two (2) years
14 thereafter.

15 12. Plaintiff is informed and believes, and thereon alleges, that in approximately
16 September 2006, Ms. Schlager accepted employment with Plaintiff as a registered nurse. She
17 received a copy of the Employee Handbook on April 27, 2007.

18 13. Plaintiff is informed and believes, and thereon alleges, that as part of her
19 acceptance of employment, Ms. Schlager signed an "Employee Non-Compete Agreement"
20 (*attached hereto as Exhibit "B"*) wherein she agreed not to compete with the company and its
21 business within a fifteen (15) mile radius during the period of employment and for two (2) years
22 thereafter and for two (2) years thereafter.

23 14. Plaintiff is informed and believes, and thereon alleges, that beginning in or about
24 March or April 2007 and continuing until approximately April 28, 2008, in direct violation of the
25

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1 "Employee Non-Compete Agreement" and while still employed by Plaintiff, Ms. Vinnik began
2 treating patients, including some existing and regular patients, of Plaintiff in the office of
3 Plaintiff during the close of business hours and keeping the proceeds from said treatments for
4 herself. Dr. Vinnik assisted Ms. Vinnik in the performance of these off-hours treatments,
5 including being physically present in the office of Plaintiff while these treatments were occurring
6 and assisting in the performance of these treatments. Ms. Schlager at times also assisted in these
7 procedures and was physically present when they took place.

9 15. Plaintiff is informed and believes, and thereon alleges, that all monies received by
10 Defendants were income and profits that would have been realized by Plaintiff had the
11 treatments been performed during office hours and under the supervision of Plaintiff, thus
12 depriving Plaintiff of deserved income.

14 16. Plaintiff is informed and believes, and thereon alleges, that Defendants would
15 only accept cash for these off-hours treatments in an effort to conceal their activities from
16 Plaintiff and perhaps others.

18 17. Plaintiff is informed and believes, and thereon alleges, that in the process of
19 performing these off-hours treatments, Defendants utilized for their own benefit supplies and
20 equipment, including medical supplies, paper goods, needles, and numbing creams, that were the
21 sole property of Plaintiff.

23 18. Plaintiff is informed and believes, and thereon alleges, that some of the
24 procedures performed by Defendants during these off-hours treatments were negligently
25 performed and caused infections and other injuries to patients which could have unnecessarily
26 subjected Plaintiff to liability.

28 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff had no
knowledge of the above-referenced activities of Defendants during the time they were ongoing.

21. Plaintiff is informed and believes, and thereon alleges, that in direct violation of the terms of the "Employee Non-Compete Agreement," Ms. Vinnik now works at a business that competes directly with Plaintiff ("Focus Medical Spa") and is within a fifteen (15) mile radius of Plaintiff's office. Plaintiff is also informed and believes, and thereon alleges, that Ms. Vinnik has diverted some of Plaintiff's existing clients to her new employer, also a direct violation of the "Employee Non-Compete Agreement."

22. Plaintiff refers to and incorporates by reference each and every preceding paragraph as though full set forth herein.

23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff entered into valid and existing employment agreements with both Ms. Vinnik and Ms. Schlager in which Ms. Vinnik and Ms. Schlager would, for good and valuable consideration, serve as employees of Plaintiff with intent to act in good faith and in the best interests of Plaintiff without intent to harm Plaintiff's business or proprietary interests.

24. Plaintiff is informed and believes, and thereon alleges, that in addition to the employment agreements, Ms. Vinnik and Ms. Schlager entered into the "Employee Non-Compete Agreements" and assented to their terms, which included an agreement not to compete with Plaintiff and its business interests within a fifteen (15) mile radius during the period of employment and for two (2) years thereafter.

25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff performed all

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1 terms and conditions of said agreements.

2 26. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik and Ms.
3 Schlager, and each of them, materially breached the employment agreements and the "Employee
4 Non-Compete Agreements" by performing treatments in the office of Plaintiff outside business
5 hours, collecting cash payments for said treatments, and keeping them for their own benefits
6 without Plaintiff's knowledge or consent while still employed with Plaintiff. Additionally, Ms.
7 Vinnik breached the "Employee Non-Compete Agreement" by accepting employment with a
8 competing business within fifteen (15) miles of Plaintiff's office and within two (2) years of the
9 end of her employment with Plaintiff.
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11 27. Plaintiff is informed and believes, and thereon alleges, that as a result of Ms.
12 Vinnik's and Ms. Schlager's material breaches of the employment agreements and the
13 "Employee Non-Compete Agreements," Plaintiff has and continues to suffer damages in an
14 amount that exceeds \$10,000.00.
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16 28. It has been necessary for Plaintiff to retain the services of counsel to bring this
17 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.
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19 **SECOND CAUSE OF ACTION**
20 **(Breach of Implied Covenant of Good Faith and Fair Dealing against Ms. Vinnik and Ms. Schlager)**

21 29. Plaintiff refers to and incorporates by reference each and every preceding
22 paragraph as though full set forth herein.

23 30. Plaintiff is informed and believes, and thereon alleges, that a covenant of good
24 faith and fair dealing can be implied in an employment contract for indefinite future
25 employment. *Shoen v. Americo*, 111 Nev. 735, 896 P.2d 469 (1995)

26 31. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik and Ms.
27 Schlager, and each of them, knew of or should have known that their actions, including
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1 performing treatments in the office of Plaintiff outside business hours, collecting cash payments
2 for said treatments, keeping them for her own benefits without Plaintiff's knowledge or consent
3 while still employed with Plaintiff, and accepting employment with a competing business within
4 fifteen (15) miles of Plaintiff's office within two (2) years of the end of her employment with
5 Plaintiff (in the case of Ms. Vinnik) would cause them to breach the covenants of good faith and
6 fair dealing implied in their respective employment contracts.
7

8 32. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik's and Ms.
9 Schlager's aforementioned actions did, in fact, cause them to breach the implied covenants of
10 good faith and fair dealing in their respective employment contracts.

11 33. Plaintiff is informed and believes, and thereon alleges, that as a result of Ms.
12 Vinnik's and Ms. Schlager's respective breaches of the implied covenants of good faith and fair
13 dealing, Plaintiff has and continues to suffer damages in an amount that exceeds \$10,000.00.
14

15 34. It has been necessary for Plaintiff to retain the services of counsel to bring this
16 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

17 **THIRD CAUSE OF ACTION**
18 **(Breach of Duty of Loyalty against Ms. Vinnik and Ms. Schlager)**

19 35. Plaintiff refers to and incorporates by reference each and every preceding
20 paragraph as though full set forth herein.

21 36. The law imposes on an employee a duty of loyalty to her employer. *White Cap*
22 *Industries, Inc., v. Ruppert*, 119 Nev. 126, 67 P.3d 318 (2003)

23 37. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik and Ms.
24 Schlager, and each of them, knew of or should have known their actions, including performing
25 treatments in the office of Plaintiff outside business hours, collecting cash payments for said
26 treatments, and keeping them for their own benefits without Plaintiff's knowledge or consent
27 while still employed with Plaintiff, would cause them to breach their respective duties of loyalty
28

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1 to Plaintiff, their employer.

2 38. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik's and Ms.
3 Schlager's aforementioned actions did, in fact, cause them to breach their respective duties of
4 loyalty to Plaintiff, their employer.

5 39. Plaintiff is informed and believes, and thereon alleges, that as a result of Ms.
6 Vinnik's breaches of their respective duties of loyalty, Plaintiff has and continues to suffer
7 damages in an amount that exceeds \$10,000.00.

8 40. It has been necessary for Plaintiff to retain the services of counsel to bring this
9 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

11 **FOURTH CAUSE OF ACTION**

12 **(Intentional Interference with Prospective Economic Advantage against all Defendants)**

13 41. Plaintiff refers to and incorporates by reference each and every preceding
14 paragraph as though full set forth herein.

15 42. Plaintiff is informed and believes, and thereon alleges, that by performing
16 treatments in the office of Plaintiff outside business hours, collecting cash payments for said
17 treatments, keeping them for their own benefits without Plaintiff's knowledge or consent while
18 still employed with Plaintiff, and interfering with Plaintiff's business relationships with its
19 vendors, Defendants, and each of them, intentionally, willfully, and maliciously interfered with
20 Plaintiff's prospective economic advantage. Additionally, Ms. Vinnik's diversion of existing
21 business and clients from Plaintiff to her new employer constitutes intentional, willful, and
22 malicious interference with Plaintiff's prospective economic advantage.

23 43. Plaintiff is informed and believes, and thereon alleges, that as a result of the
24 intentional, willful, and malicious conduct of Defendants, and each of them, Plaintiff has and
25 continues to suffer damages in an amount that exceeds \$10,000.00.

26 44. Plaintiff is informed and believes, and thereon alleges, that in addition to general
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1 damages Plaintiff is entitled to an award of punitive damages based on the intentional, willful,
2 and malicious nature of the misconduct of Defendants, and each of them.

3 45. It has been necessary for Plaintiff to retain the services of counsel to bring this
4 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

5
6 **FIFTH CAUSE OF ACTION**
(Intentional Interference with Contract against all Defendants)

7 46. Plaintiff refers to and incorporates by reference each and every preceding
8 paragraph as though full set forth herein.

9
10 47. Plaintiff is informed and believes, and thereon alleges, that by performing
11 treatments in the office of Plaintiff outside business hours, collecting cash payments for said
12 treatments, and keeping them for her own benefits without Plaintiff's knowledge or consent
13 while still employed with Plaintiff, Defendants, and each of them, intentionally, willfully, and
14 maliciously interfered with valid and existing contracts for treatments between Plaintiff and its
15 patients.

16 48. Plaintiff is informed and believes, and thereon alleges, that Defendants
17 (specifically Ms. Vinnik and Ms. Schlager) have contacted certain vendors of Plaintiff and
18 attempted to interfere with the relationships between Plaintiff and said vendors. Additionally,
19 Ms. Vinnik has diverted existing business and clients from Plaintiff to her new employer, thus
20 interfering with contractual relationships with said clients.

21
22 49. Plaintiff is informed and believes, and thereon alleges, that a witness has
23 personally observed Ms. Vinnik successfully obtaining a copy of Plaintiff's entire client list with
24 the intent to contact those clients and interfere with their relationships with Plaintiff.

25
26 50. Plaintiff is informed and believes, and thereon alleges, that as a result of the
27 intentional, willful, and malicious conduct of Defendants, and each of them, Plaintiff has and
28 continues to suffer damages in an amount that exceeds \$10,000.00.

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1 51. Plaintiff is informed and believes, and thereon alleges, that in addition to general
2 damages Plaintiff is entitled to an award of punitive damages based on the intentional, willful,
3 and malicious nature of the misconduct of Defendants, and each of them.

4 52. It has been necessary for Plaintiff to retain the services of counsel to bring this
5 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

6
7 **SIXTH CAUSE OF ACTION**
8 **(Unjust Enrichment against all Defendants)**

9 53. Plaintiff refers to and incorporates by reference each and every preceding
10 paragraph as though full set forth herein.

11 54. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
12 of them, accepted and received payments from patients for their own use, benefit, and enjoyment
13 which they had a duty to give to Plaintiff.

14 55. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
15 of them, have been unjustly enriched to the detriment of Plaintiff and should, in equity, not be
16 allowed to avoid their legal responsibilities to Plaintiff to the financial detriment of Plaintiff.

17 56. Plaintiff is informed and believes that in equity and good conscience Defendants,
18 and each of them, should be forced to divulge any and all payments made to them by patients
19 upon whom treatments were performed in the office of Plaintiff outside business hours.

20 57. Plaintiff is informed and believes, and thereon alleges, that as a result of
21 Defendants' actions, Plaintiff has and continues to suffer damages in an amount that exceeds
22 \$10,000.00.
23

24 58. It has been necessary for Plaintiff to retain the services of counsel to bring this
25 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

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SEVENTH CAUSE OF ACTION
(Trespass against all Defendants)

59. Plaintiff refers to and incorporates by reference each and every preceding paragraph as though fully set forth herein.

60. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, were not authorized by Plaintiff to enter onto the property of Plaintiff for the purpose of performing treatments outside business hours.

61. Plaintiff is informed and believes, and thereon alleges, that because Defendants, and each of them, entered onto the premises of Plaintiff's office without permission, Defendants' actions constituted a trespass onto Plaintiff's property.

62. Plaintiff is informed and believes, and thereon alleges, that as a result of Defendants' respective trespasses, Plaintiff has and continues to suffer damages in an amount that exceeds \$10,000.00.

63. It has been necessary for Plaintiff to retain the services of counsel to bring this action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

EIGHTH CAUSE OF ACTION
(Conversion against all Defendants)

64. Plaintiff refers to and incorporates by reference each and every preceding paragraph as though fully set forth herein.

65. Plaintiff is informed and believes, and thereon alleges, that in the process of performing treatments in the office of Plaintiff outside business hours, Defendants, and each of them, converted items that were the sole property of Plaintiff for their own use and benefit, including medical supplies, paper goods, needles, and numbing creams.

66. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, were not authorized by Plaintiff to utilize the converted items for their own personal use

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1 and benefit.

2 67. Plaintiff is informed and believes, and thereon alleges, that as a result of
3 Defendants' respective conversions, Plaintiff has and continues to suffer damages in an amount
4 that exceeds \$10,000.00.

5 68. It has been necessary for Plaintiff to retain the services of counsel to bring this
6 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

7
8 **NINTH CAUSE OF ACTION**
9 **(Restitution against all Defendants)**

10 69. Plaintiff refers to and incorporates by reference each and every preceding
11 paragraph as though fully set forth herein.

12 70. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each
13 of them, kept the proceeds from their off-hours procedures for their own benefits, thus depriving
14 Plaintiff of deserved income.

15 71. Plaintiff is informed and believes, and thereon alleges, that based on the conduct
16 of Defendants, and each of them, Plaintiff is entitled to restitution of all amounts collected as
17 payment by Defendants, and each of them, for their off-hours procedures performed without
18 authorization of Plaintiff.

19 72. It has been necessary for Plaintiff to retain the services of counsel to bring this
20 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

21
22 **TENTH CAUSE OF ACTION**
23 **(Violation of Nevada Deceptive Trade Practices Act against all Defendants)**

24 73. Plaintiff refers to and incorporates by reference each and every preceding
25 paragraph as though fully set forth herein.

26 74. Plaintiff is informed and believes, and thereon alleges, that in engaging in the
27 above-described conduct Defendants, and each of them, violated the Nevada Deceptive Trade
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1 Practices Act (Nevada Revised Statute 598.0903 through 598.0999) including but not limited to
2 the specific portions listed below:

3 N.R.S. 598.0915: "A person engages in a "deceptive trade
4 practice" if, in the course of his business or occupation, he (1).
5 Knowingly passes off goods or services for sale or lease as those of
6 another person; (2) Knowingly makes a false representation as to
7 the source, sponsorship, approval or certification of goods or
8 services for sale or lease; (3) Knowingly makes a false
9 representation as to affiliation, connection, association with or
10 certification by another person...(5) Knowingly makes a false
11 representation as to the characteristics, ingredients, uses, benefits,
12 alterations or quantities of goods or services for sale or lease or a
13 false representation as to the sponsorship, approval, status,
14 affiliation or connection of a person therewith...(7) Represents that
15 goods or services for sale or lease are of a particular standard,
16 quality or grade, or that such goods are of a particular style or
17 model, if he knows or should know that they are of another
18 standard, quality, grade, style or model; (8) Disparages the goods,
19 services or business of another person by false or misleading
20 representation of fact..."

15 N.R.S. 598.923: "A person engages in a "deceptive trade practice"
16 when in the course of his business or occupation he knowingly: (1)
17 Conducts the business or occupation without all required state,
18 county or city licenses; (2) Fails to disclose a material fact in
19 connection with the sale or lease of goods or services..."

19 N.R.S. 598.0999:...(3) A natural person, firm, or any officer or
20 managing agent of any corporation or association who knowingly
21 and willfully engages in a deceptive trade practice:... The court
22 may require the natural person, firm, or officer or managing agent
23 of the corporation or association to pay to the aggrieved party
24 damages on all profits derived from the knowing and willful
25 engagement in a deceptive trade practice and treble damages on all
26 damages suffered by reason of the deceptive trade practice."

25 75. Plaintiff is informed and believes, and thereon alleges, that as a result of
26 Defendants' respective violations of the Nevada Deceptive Trade Practices Act, Plaintiff has and
27 continues to suffer damages in an amount that exceeds \$10,000.00.

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1 76. It has been necessary for Plaintiff to retain the services of counsel to bring this
2 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

3 **ELEVENTH CAUSE OF ACTION**
4 **(Slander against Ms. Vinnik and Ms. Schlager)**

5 77. Plaintiff refers to and incorporates by reference each and every preceding
6 paragraph as though full set forth herein.

7 78. Plaintiff is informed and believes, and thereon alleges, that Ms. Vinnik and Ms.
8 Schlager have made slanderous remarks about Plaintiff, its manager (Tracy Hurst), and its
9 employees to those inside and outside the business, including customers and potential customers,
10 which have damaged Plaintiff and its reputation, including but not limited to the following:

- 11 (a) On or about September 27, 2008, Plaintiff leased a promotional booth at
12 the "Wine Amplified Festival" event located at the Mandalay Bay Hotel &
13 Casino in Las Vegas, Nevada. Ms. Schlager approached Plaintiff's booth
14 and began making derogatory remarks to the employees of Plaintiff that
15 were working there at the time. Additionally, she was seen and overheard
16 making derogatory remarks about Plaintiff, its employees, and the quality
17 of services it provides to prospective clients;
18 (b) On or about May 5, 2008, Ms. Vinnik decried in the lobby of Plaintiff in
19 front of patients and prospective patients, "if I could take (Plaintiff's
20 manager Tracy Hurst) down, I would."
21 (c) Throughout the time of her employment Ms. Vinnik would often suggest
22 to others both inside and outside the business that Plaintiff was connected
23 to organized crime.
24 to organized crime.
25 to organized crime.
26 to organized crime.

27 79. Plaintiff is informed and believes, and thereon alleges, that as a result of Ms.
28 Vinnik's and Ms. Schlager's respective slanderous statements, Plaintiff has and continues to

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1 suffer damages in an amount that exceeds \$10,000.00.

2 80. It has been necessary for Plaintiff to retain the services of counsel to bring this
3 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

4 **TWELFTH CAUSE OF ACTION**
5 **(Declaratory Relief against Ms. Vinnik and Ms. Schlager)**

6 81. Plaintiff refers to and incorporates by reference each and every preceding
7 paragraph as though full set forth herein.

8 82. Plaintiff is informed and believes, and thereon alleges, that an actual and
9 justiciable controversy has arisen and now exists between Plaintiff and both Ms. Vinnik and Ms.
10 Schlager concerning their respective rights and obligations under the employment contract, the
11 "Employee Non-Compete Agreement," and the duties owed by each to Plaintiff. That
12 controversy is ripe for adjudication and its determination is essential to the administration of
13 justice in this case.

14 83. Plaintiff is informed and believes, and thereon alleges, that this Court should
15 resolve these issues before trial of all other matters at issue.

16 84. It has been necessary for Plaintiff to retain the services of counsel to bring this
17 action. Accordingly, Plaintiff is entitled to recover attorney's fees and costs herein.

18 **WHEREFORE** Plaintiff THE MEDICAL SPA, LLC prays for judgment against
19 Defendants NANCY VINNIK, CHARLES VINNIK, M.D., NORMA JEAN SCHLAGER., and
20 DOES 1 through 50 as follows:

- 21 1. That Plaintiff be granted its requested declaration
22 2. That Plaintiff be granted its requested injunctive relief;
23 3. For general damages in excess of \$10,000;
24 4. For treble damages pursuant to N.R.S. 598A.210;
25 5. For punitive damages in the maximum allowable amount by statute;

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6. For the cost of suit incurred herein;
7. For an award of reasonable attorneys' fees and costs;
8. For an award of pre-judgment interest; and
9. For such other and further relief as the Court deems just and proper.

DATED this 13th day of January, 2009.

PEEL BRIMLEY, LLP



Robert E. Schumacher, Esq.
Nevada Bar No. 7504
3333 E. Serene, Suite 200
Henderson, Nevada 89074
Attorneys for Plaintiff,
THE MEDICAL SPA, LLC

EXHIBIT “A”



The Medical Spa, LLC

653 N. Town Center Drive, Suite 606 Las Vegas, NV 89144 702-804-5899 tel. 702-804-5755 fax

EMPLOYEE NON-COMPETE AGREEMENT

As consideration for employment by and as an inducement for THE MEDICAL SPA, LLC, AGE MANAGEMENT CLINICS, LLC AND OR ANY AFFILIATES, SUBSIDIARIES OR RELATED COMPANIES (WHETHER NOW IN EXISTENCE OR LATER FORMED) ("Company") to employ Nancy Vinick ("Employee"), the undersigned Employee hereby agrees:

1. Not to compete within a fifteen (15) mile radius of any Company location, directly or indirectly, with the business of Company and its successors and assigns, as a principal, owner, shareholder, partner or member of any similar business, during the period of employment and for a period of two (2) years following termination of employment, notwithstanding the cause or reason for termination; and
2. Not to compete within a fifteen (15) mile radius of any Company location, directly or indirectly, as an employee or contractor of a similar business for a period of one (1) year following termination of employment.

The term "non-compete" as used herein shall mean that Employee shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage during the term of employment, unless there is full disclosure and written acceptance from Company prior to any such action on the part of Employee.

Employee acknowledges that Company may, in reliance on this agreement, provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

This agreement is governed by the laws of the State of Nevada. Jurisdiction and venue for any legal proceeding or action arising from this agreement is within Clark County, Nevada only. Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to damages and full injunctive relief for any breach. Company is entitled to recover all reasonable attorney's fees and costs or expenses incurred as a result of any breach of this agreement by Employee.

This agreement sets forth the entire agreement between the Company and Employee as relates to the subject matter herein. If one or more of the provisions in the Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Signed this 20th day of June, 20 07

THE MEDICAL SPA, LLC

By: Nancy C. Hurst

Signature

Nancy C. Hurst

Printed name

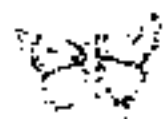
EMPLOYEE

Signature

Nancy Vinick

Printed name

EXHIBIT “B”



The Medical Spa, LLC

633 N. Town Center Drive, Suite 606 Las Vegas, NV 89144 702-804-5899 tel. 702-804-5735 fax

EMPLOYEE NON-COMPETE AGREEMENT

As consideration for employment by and as an inducement for THE MEDICAL SPA, LLC ("Company") to employ Norma Jean Schlager ("Employee"), the undersigned Employee hereby agrees:

1. Not to compete within a fifteen (15) mile radius of any Company location, directly or indirectly, with the business of Company and its successors and assigns, as a principal, owner, shareholder, partner or member of any similar business, during the period of employment and for a period of two (2) years following termination of employment, notwithstanding the cause or reason for termination; and
2. Not to compete within a fifteen (15) mile radius of any Company location, directly or indirectly, as an employee or contractor of a similar business for a period of one (1) year following termination of employment.

The term "non-compete" as used herein shall mean that Employee shall not own, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage during the term of employment, unless there is full disclosure and written acceptance from Company prior to any such action on the part of Employee.

Employee acknowledges that Company may, in reliance on this agreement, provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

This agreement is governed by the laws of the State of Nevada. Jurisdiction and venue for any legal proceeding or action arising from this agreement is within Clark County, Nevada only. Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to damages and full injunctive relief for any breach. Company is entitled to recover all reasonable attorney's fees and costs or expenses incurred as a result of any breach of this agreement by Employee.

This agreement sets forth the entire agreement between the Company and Employee as relates to the subject matter herein. If one or more of the provisions in the Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

* I acknowledge that I will be required to sign the Registered Nurse's Contract when available. Initial

THE MEDICAL SPA, LLC

By Tracy L. Hurst
Signature

TRACY L. HURST
Printed name

EMPLOYEE

Norma Jean Schlager
Signature

Norma Jean Schlager
Printed name