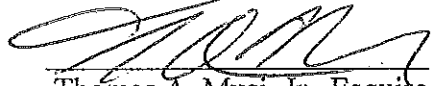


MUSI, MALONE & DAUBENBERGER, LLP To the herein **PARTIES** you are hereby notified to plead to the enclosed **NEW MATTER** within 20 days of service thereof or a default judgment may be entered against you.


Thomas A. Musi, Jr., Esquire
Counsel for Defendants

MUSI, MALONE & DAUBENBERGER, LLP
By: Thomas A. Musi, Jr., Esquire
Attorney ID No. 75950
21 West Third Street
Media, PA 19063
610-891-8806

Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA;
CIVIL ACTION – LAW

ALEXANDRIA PASSE, on behalf of herself :
and others similarly situated :
Plaintiff :

Case ID: 2016-10362

v. :

500 JANSEN, INC. (d/b/a "Lou Turk's") :
and CHRISTOPHER L. SADDIC, :
Defendants. :

2016 JAN 30 PM 3:27
OFFICE OF JUDICIAL SUPPORT
DELAWARE CO. PA.

FILED

DEFENDANTS' ANSWER WITH NEW MATTER

Defendants, 500 Jansen, Inc. (d/b/a "Lou Turks") and Christopher L. SADDIC by and through their attorney, Thomas A. Musi, Jr., hereby submit the following Answer with New Matter to Plaintiff's Amended Complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. Admitted.

6. Denied as conclusion to which no response is required. Strict proof thereof is demanded at trial.

7. Denied as conclusion to which no response is required. Strict proof thereof is demanded at trial.

8. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Defendant Christopher L. Saddic is the Corporate Secretary.

9. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Defendant, 500 Jansen, Inc. does not employ the women who Plaintiff refers to as "Dancers" at the Club. These women enter into a sub-contractor and/or license agreements and Stage Rental Agreements with Defendant 500 Jansen, Inc. They are not employees of 500 Jansen, Inc.

10. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, see Defendants response to Paragraph 9.

11. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, see Defendants response to Paragraph 9.

12. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Defendants have classified Plaintiff and other Dancers as Sub-Contractors and/or Licensees and Lessees.

13. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

14. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and other Dancers have been paid pursuant to the agreements they entered into with the Defendant 500 Jansen, Inc.

15. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and other Dancers have been paid pursuant to the agreements they entered into with the Defendant 500 Jansen, Inc.

16. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

17. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

18. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the agreements entered into between the parties outline specific terms for the Dancers and how they are to conduct themselves while they are renting the stage and or using the facility.

19. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and other Dancers have been paid pursuant to the agreements they entered into with the Defendant 500 Jansen, Inc.

20. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

21. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the Dancers paid fees and/or services charges to the Defendant, 500 Jansen, Inc., pursuant to the agreements the Dancers entered into with the Defendant, 500 Jansen, Inc.

22. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. See Defendants response to Paragraph 21.

23. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. See Defendants response to Paragraph 21.

24. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Defendant Christopher L. Saddic is the Corporate Secretary.

25. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

26. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

27. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

28. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

29. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

30. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

31. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

32. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the majority of the alleged class has entered into a License Agreement dictating the terms of their Licensee status along with an Arbitration Clause.

33. All previous answers are incorporated as though fully set forth herein.

34. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and the other Dancers are Sub-Contractors and/or Licensees and Lessees.

35. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

36. The PMWA speaks for itself.

37. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and other Dancers have been paid pursuant to the agreements they entered into with the Defendant 500 Jansen, Inc.

38. All previous answers are incorporated as though fully set forth herein.

39. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, Plaintiff and the other Dancers are Sub-Contractors and/or Licensees and Lessees.

40. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial.

41. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the Dancers paid fees and/or services charges to the Defendant, 500 Jansen, Inc., pursuant to the agreements the Dancers entered into with the Defendant, 500 Jansen, Inc.

42. Denied as a conclusion of law to which no response is required. Strict proof thereof is demanded at trial. By way of further response, the Dancers paid fees and/or services charges to the Defendant, 500 Jansen, Inc., pursuant to the agreements the Dancers entered into with the Defendant, 500 Jansen, Inc.

WHEREFORE, Answering Defendants respectfully requests judgment in their favor.

NEW MATTER

43. Defendants hereby incorporate its answers to paragraphs one (1) through forty two (42) of Plaintiffs' Amended Complaint as if fully set forth herein at length.

44. Plaintiffs' action is barred as to the Defendants as the damages, if any, were caused solely by the actions, inactions, or negligence of an intervening and/or superseding third party.

45. Plaintiffs' action is barred by the doctrine of estoppel.

46. Plaintiffs' action is barred by the doctrine of laches.

47. Plaintiffs' action is barred by the doctrine of waiver.

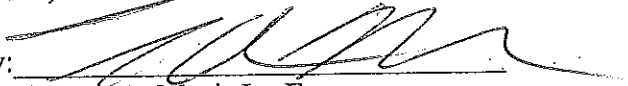
48. Plaintiffs' action is barred by the statute of limitations.

49. Plaintiffs' action is barred by the statute of frauds.
50. Plaintiffs' action is barred by the doctrine of novation.
51. Plaintiffs' action fails to state a cause of action upon which relief may be granted.
52. Plaintiffs' action fails to state any facts upon which any relief may be granted.
53. Plaintiffs' action is barred by the doctrine of accord and satisfaction.
54. Plaintiffs' action is barred by the doctrine of res judicata.
55. Plaintiffs' action is barred by the doctrine of unclean hands.
56. Plaintiffs' action is barred by impossibility of performance.
57. Plaintiffs' action is barred by the doctrine of failure of consideration.
58. Plaintiffs' action is barred because Plaintiffs have failed to exhaust contractual remedies.

WHEREFORE, Answering Defendants respectfully requests judgment in their favor.

Date: 1/30/16

MUSI, MALONE & DAUBENBERGER, LLP

By: 
Thomas A. Musi, Jr., Esq.
Attorney for Defendants

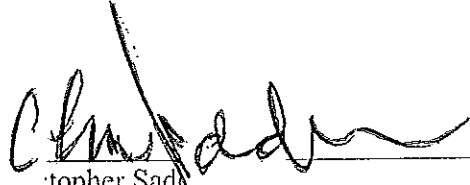
VERIFICATION

I, Christopher Sadic, Co-Defendant in
to the penalties of 18 Pa.C.S.A. 4909 relating to
foregoing *Defendants' Answer with New Matters*
knowledge, information and belief.

in this action, made
falsification.
and correct to
verification subject
matters. I state the
truth of my

Date:

1/28/17


Christopher Sadic
Co-Defendant

MUSI, MALONE & DAUBENBERGER, LLP
By: Thomas A. Musi, Jr., Esquire
Attorney ID No. 75950
21 West Third Street
Media, PA 19063
610-891-8806

Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY,
PENNSYLVANIA; CIVIL ACTION – LAW

ALEXANDRIA PASSE, on behalf of herself :
and others similarly situated :
Plaintiff :
 : Case ID: 160301416
v. :
 :
500 JANSEN, INC. (d/b/a "Lou Turk's"), :
THE SADDIC FAMILY LIMITED :
PARTNERSHIP, and CHRISTOPHER L. :
SADDIC, :
Defendants. :

CERTIFICATE OF SERVICE

I, Thomas A. Musi, Jr., Esq., hereby certify that I served a true and correct copy of the
Answer with New Matter to the following on 1/30/16 via regular mail to the
following:

R. Andrew Santillo
Winebrake & Santillo, LLC
715 Twinning Road, Suite 211
Dresher, PA 19025
&
Carmen P. Belefonte, Esq.
20 W. Third Street
P.O. Box 1670
Media, PA 19063
Attorney for Plaintiff

By: 
Thomas A. Musi, Jr., Esquire