

FILED
March 24, 2026
State of Nevada
E.M.R.B.
10:11 a.m.

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15 Representatives for Complainants

16 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
17 **STATE OF NEVADA**

18 * * *

19 Juvenile Justice Supervisors Association,
20 Inc., a Nevada Non-Profit Corporation and
21 Local Government Employee Organization, and
22 Its Named and Unnamed Affected Members,

CASE NO.: 2026-003

COMPLAINT

23 Complainants,

24 vs.

25 Clark County and the Clark County Department
26 of Juvenile Justice Services,

27 Respondent.

28 Complainants JUVENILE JUSTICE SUPERVISORS ASSOCIATION, INC. (“JISA”), a
local government employee organization, and JISA’s named and unnamed affected members, by
and through their representatives of record, hereby complain and allege against Respondent
CLARK COUNTY (“County”) and CCJJS Director, John Munoz, as follows:

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///

1 7. NRS 288.270(1) provides in pertinent part as follows:

2 It is a prohibited practice for a local government employer or its
3 designated representative willfully to:

4 (a) **Interfere, restrain or coerce any employee in the exercise of
5 any right guaranteed under this chapter.**

6 (b) Dominate, interfere or assist in the formation or administration of
7 any employee organization.

8 (c) Discriminate in regard to hiring, tenure or any term or condition
9 of employment to encourage or discourage membership in any
10 employee organization.

11 (d) Discharge or otherwise discriminate against any employee
12 because the employee has signed or filed an affidavit, petition or
13 complaint or given any information or testimony under this chapter,
14 or because the employee has formed, joined or chosen to be
15 represented by any employee organization.

16 (e) **Refuse to bargain collectively in good faith with the exclusive
17 representative as required in NRS 288.150.** Bargaining
18 collectively includes the entire bargaining process, including
19 mediation and fact-finding, provided for in this chapter.

20 (f) Discriminate because of race, color, religion, sex, sexual
21 orientation, gender identity or expression, age, physical or visual
22 handicap, national origin or because of political or personal reasons
23 or affiliations.

24 (emphasis added).

25 8. This Government Employee-Management Relations Board (“Board”) has
26 jurisdiction pursuant to NRS 288.110(2) to “hear and determine any complaint arising out of the
27 interpretation of, or performance under, the provisions of this chapter by the Executive
28 Department, any local government employer, any employee, as defined in NRS 288.425, any local
29 government employee, any employee organization or any labor organization.”

30 9. This Board has further jurisdiction pursuant to NRS 288.280 to hear and determine
31 “[a]ny controversy concerning prohibited practices.”

32 10. When a labor dispute arises, employees and recognized employee organizations are
33 required to raise before the Board issues within the jurisdiction of the Board before resorting to
34 civil litigation. *Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 450-51, 49 P.3d
35 651, 655 (2002), *overruled on other grounds by Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170
36 P.3d 989 (2007).

37 ///

1 17. Following the rollout, JJPOA President Kevin Eppenger submitted a written letter
2 on behalf of both bargaining units expressing concerns with the policy and requesting further
3 discussion with CCJJS management.

4 18. On November 12, 2025, the CCJJS Policy Committee met again. JJSA and JJPOA
5 representatives were present. The meeting minutes reflect that union representatives requested that
6 P002 be pulled back, noting that unions had met with management prior to release and that
7 concerns were not addressed in the final policy. The minutes further reflect that CCJJS
8 management would be notified that the unions wished to revisit the policy. A representative from
9 SEIU was also present and expressed that SEIU had similarly expected the opportunity to review
10 the policy prior to release.

11 19. On November 25, 2025, a JJSA labor-management meeting was held. During that
12 meeting, JJSA advised CCJJS management that implementation of the revised Dress Code Policy
13 without union agreement constituted a violation of fair labor practices and conflicted with Article
14 32 of the JJSA CBA. The labor-management meeting minutes reflect that union feedback was not
15 incorporated into the version of the policy that was rolled out, that concerns remained, and that the
16 union did not agree to the final policy language. The minutes further reflect discussion regarding
17 the need for approval and agreement prior to finalizing policies and reference Article 32 as
18 addressing dress code.

19 20. On December 23, 2025, at a subsequent JJSA labor-management meeting, JJSA
20 again raised objections to the implementation of Dress Code Policy P002. At management's
21 request, JJSA President Tina Kohl provided a copy of NRS 288.150 and referenced Article 32 of
22 the JJSA CBA. The meeting minutes reflect that President Kohl stated that because the policy
23 implicated mandatory bargaining territory, union agreement was required prior to implementation
24 and that the union remained dissatisfied with the policy as written.

25 21. On January 21, 2026, the Manager of the CCJJS Detention Division conducted a
26 meeting of all Detention Division Supervisors and advised that Dress Code Policy P002 was active
27 and that administration expected the policy to be enforced immediately. During that meeting,
28 President Kohl expressed concerns regarding NRS 288.150 and cited Article 32 of the JJSA CBA.

1 She was advised that administration nevertheless expected enforcement of the policy along with
2 disciplinary implications.

3 22. Later on the same day, January 21, 2026, President Kohl met with CCJJS Director
4 Munoz in his office. During that meeting, President. Kohl again raised concerns regarding the
5 implementation and enforcement of Dress Code Policy P002 in light of NRS 288.150 and the
6 existing JJSA CBA. Director Munoz advised that he had consulted with a Clark County Civil
7 attorney and was informed that CCJJS could proceed with implementation of Policy P002
8 despite the union's objections and despite the JJSA CBA covering the period July 1, 2023
9 through June 30, 2026, including Article 32.

10 23. At various times during this process President Kohl communicated with Director
11 Munez and objected to the unilateral implementation of a modified uniform policy without
12 negotiation with the unions. The Director advised President Kohl that her support for the
13 changes "could" result in an "increase" in the contractual uniform allowance later. Director
14 Munoz implored President Kohl to support the modifications because doing so could be helpful
15 in collective bargaining scheduled to begin this year.

16 24. During the communications referenced in paragraph 23 herein, Director Munoz
17 advised President Kohl that he wished to demonstrate union support for his modifications to
18 County leadership, including Deputy County Manager Frierson and therefore it was important
19 for the JJSA (as well as JJPOA) to accept the changes as proposed. The implication of each of
20 the conversations was that the unions' failure to support the changes would be considered at the
21 time of collective bargaining.

22 25. Based upon the foregoing, the County committed unfair labor practices in ways that
23 included, but may not be limited to, the following:

24 a. interfering, restraining, or coercing JJSA members in the exercise of their rights
25 guaranteed under NRS Chapter 288, including interfering in JJSA's administration, and
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27
28

1 discriminating in regard to the terms and conditions of the members' employment to discourage
2 membership in the JJSA and to "union bust" the associations in violation of NRS 288.270;

3 b. engaging in a concerted pattern of conduct designed to ignore contractual rights,
4 rights imposed by state law, judicial orders, etc., for the express purpose of causing JJSA members
5 to desire to give up on the ability of their union leadership to enforce their rights within the law –
6 i.e., *union busting*; and

7 c. discriminating against JJSA members because of political or personal reasons or
8 affiliations in violation of NRS 288.270.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Complainants JJSA and its members, while reserving their right to amend
12 this Complaint to set forth additional facts or causes of action that are presently unknown to them,
13 pray for relief as follows:

14 1. For a finding in favor of Complainants that the County and the CCJJS Director
15 engaged in an unfair labor practice by suggesting punishment and retaliation against the JJSA and
16 its President for conducting union business including but not limited to grievances, arbitrations
17 and meetings;

18 2. For an order that Respondent cease and desist from violating NRS 288 as well as
19 retaliatory behavior targeting the JJSA and/or its President and issuance of an apology letter;

20 3. For a finding that Respondent interfered in the administration of the JJSA employee
21 organization in violation of NRS 288.270;

22 5. For a finding that Respondent discriminated against JJSA members because of their
23 desire to negotiate terms of their CBA, in violation of NRS 288.270;

24 6. For an order that Respondent cease and desist from all prohibited and unfair labor
25 practices found herein, including but not limited to implementing a new uniform policy that alters
26 the current policy set forth in the CBA and for any other conduct involving "union busting."

27 7. For such other and further relief as the Board deems appropriate under the
28 circumstances.

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DATED this 24th day of March, 2026.

NEVADA ASSOCIATION OF
PUBLIC SAFETY OFFICERS

GORDON REES SCULLY MANSUKHANI

By: /s/ Andrew Regenbaum
ANDREW REGENBAUM, J.D.
Executive Director
145 Panama Street
Henderson, Nevada 89015

By: /s/ Adam Garth
ADAM GARTH, ESQ.
Nevada Bar No. 15045
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Representatives for Complainants


CERTIFICATE OF ELECTRONIC FILING

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I hereby certify that I am an employee of the Nevada Association of Public Safety Officers and that on the 24th day of March 2026, I served a copy of the foregoing COMPLAINT by electronically filing with the EMRB (emrb@business.nv.gov) and served by email a true and correct copy thereof to the following:

Scott Davis, Esq.
Deputy District Attorney
Clark County District Attorney - Civil Division
500 S. Grand Central Pkwy, 5th Floor
Las Vegas, Nevada 89155
702-455-4761
scott.davis@clarkcountydav.gov

DATED this 24th day of March 2026


Elizabeth Draser

Clark County (Respondent)

Answer to Complaint

FILED
May 6, 2026
State of Nevada
E.M.R.B.
1:48 p.m.

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10 STATE OF NEVADA

11 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

12 JUVENILE JUSTICE SUPERVISORS)
13 ASSOCIATION,)
14 Complainant)
15 vs.)
16 CLARK COUNTY,)
17 Respondent)

Case No: 2026-003

18 ANSWER TO COMPLAINT

19 Respondents CLARK COUNTY pursuant to NAC 288.220 and answers the
20 complaint against it in this matter.

- 21
- 22 1. Answering paragraph 1 of the Complaint, Respondent admits the allegations
23 contained therein.
 - 24 2. Answering paragraph 2 of the Complaint, Respondent admits the allegations
25 contained therein.
 - 26 3. Answering paragraph 3 of the Complaint, Respondent admits the allegations
27 contained therein.
 - 28 4. Answering paragraph 4 of the Complaint, Respondent admits the allegations

1 contained therein except to allege that the Act was adopted in 1969 under the original short
2 title of the “Local Government Employee Management Relations Act.”

3 5. Answering paragraph 5 of the Complaint, Respondent admits that Petitioner
4 has accurately quoted NRS 288.140(1).

5 6. Answering paragraph 6 of the Complaint, Respondent admits that Petitioner
6 has accurately quoted a portion of NRS 288.150.

7 7. Answering paragraph 7 of the Complaint, Respondent admits that Petitioner
8 has accurately quoted a portion of NRS 288.270.

9 8. Answering paragraph 8 of the Complaint, Respondent admits that Petitioner
10 has accurately quoted a portion of NRS 288.110.

11 9. Answering paragraph 9 of the Complaint, Respondent admits that Petitioner
12 has accurately quoted a portion of NRS 288.280.

13 10. Answering paragraph 10 of the Complaint, Respondent admits the allegations
14 contained therein.

15 11. Answering paragraph 11 of the Complaint, Respondent admits only that
16 Petitioner is a recognized bargaining agent and is engaged in collective bargaining with
17 Respondent.

18 12. Answering paragraph 12 of the Complaint, Respondent denies the allegations
19 contained therein.

20 13. Answering paragraph 13 of the Complaint, Respondent denies the allegations
21 contained therein.

22 14. Answering paragraph 14 of the Complaint, Respondent admits the allegations
23 contained therein

24 15. Answering paragraph 15 of the Complaint, Respondent admits that it met with
25 its various recognized bargaining agents and provided an opportunity for the bargaining
26 agents to provide feedback into the proposed revisions to the dress code policy. Respondent
27 denies the allegation that it did nothing in response to the provided feedback.

28 16. Answering paragraph 16 of the Complaint, Respondent admits that the updated

1 dress code went into effect in October of 2025. Respondent denies all other allegations
2 contained therein.

3 17. Answering paragraph 16 of the Complaint, Respondent is presently without
4 sufficient information as to the alleged correspondence to form a belief as to the truth of such
5 allegations and on that basis denies the same.

6 18. Answering paragraph 18 of the Complaint, Respondent is presently without
7 sufficient information as to the allegations form a belief as to the truth of such allegations
8 and on that basis denies the same.

9 19. Answering paragraph 19 of the Complaint, Respondent is presently without
10 sufficient information as to the allegations form a belief as to the truth of such allegations
11 and on that basis denies the same.

12 20 Answering paragraph 20 of the Complaint Respondent admits that JJSA
13 President Kohl has asserted her belief that the dress code is a mandatory subject of
14 bargaining. Respondent is presently without sufficient information as to the allegations form
15 a belief as to the truth of such allegations and on that basis denies the same.

16 21. Answering paragraph 21 of the Complaint, Respondent admits the allegations
17 contained therein.

18 22. Answering paragraph 22 of the Complaint Respondent admits that Director
19 Munoz has informed Kohl that the dress code was not a mandatory subject of bargaining.
20 Respondent denies the remaining allegations in paragraph 22.

21 23. Answering paragraph 23 of the Complaint Respondent admits that JJSA
22 President Kohl has objected to the implementation of the dress code without negotiations.
23 Respondent denies the remaining allegations in paragraph 23.

24 24. Answering paragraph 24 of the Complaint, Respondent denies the allegations
25 contained therein.

26 25. Answering paragraph 25 of the Complaint, Respondent denies the allegations
27 contained therein.

28 26. Respondent denies any allegation not expressly admitted herein.

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AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint is not supported by probable cause.

Second Affirmative Defense

The referenced updates in the dress code were necessary in order to comply with state anti-discrimination laws.

Third Affirmative Defense

Petitioner lacks standing to negotiate a dress code that applies to employees in other bargaining units and to employees whose position is not within any bargaining unit. To do so would violate NRS 288.270(2)(a).

Fourth Affirmative Defense

The dress code referenced in the Complaint is a reserved government right under NRS 288.150(3) and as such the County has no obligation to negotiate the dress code pursuant to NAC 288.100(1).

Fifth Affirmative Defense

All possible defenses may not have been alleged herein as specific facts were not available after reasonable inquiry; and therefore, Respondent reserves its right to amend this Answer to allege additional defenses if subsequent investigation warrants.

DATED this 6th day of May, 2026.

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: /s/ Scott R. Davis

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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 6th day of May, 2026, I served a true and correct copy of the foregoing Respondent’s **ANSWER TO COMPLAINT**, by e-mailing the same to the following recipients. Service of the foregoing document by e-mail is in place of service via the United States Postal Service.

Adam Garth, Esq.
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/s/ Matilda Sanchez
An Employee of the Clark County District
Attorney’s Office – Civil Division

Clark County (Respondent)

Motion to Dismiss

FILED
April 30, 2026
State of Nevada
E.M.R.B.
3:15 p.m.

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10 STATE OF NEVADA

11 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

12 JUVENILE JUSTICE SUPERVISORS'
ASSOCIATION,)
13 Complainant)
14 vs.)
15 CLARK COUNTY,)
16 Respondent)
17 _____

Case No: 2026-003

18 **MOTION TO DISMISS**

19 Respondents CLARK COUNTY pursuant to NAC 288.240(3)¹ and NAC 288.375,
20 hereby moves the Board to dismiss this matter.

21 **I. INTRODUCTION**

22 Clark County did not negotiate an update to the employee dress code in the
23 Department of Juvenile Justice Services.

24 That is the sum total of the allegations in this case.

25 But this presents an immediate concern for this Board because an employee dress
26 code is not a mandatory subject of bargaining.

27 The Board's authority is to hear complaints arising under Chapter 288, but where a
28 _____

¹ The complaint was not served until April 16, 2026 when the County accepted service of the Complaint.

1 complaint does not actually allege a violation of Chapter 288 then the Board’s regulations
2 allow it to dismiss the matter. That is what the Board should do here because the core of the
3 Complaint alleges that the County did not negotiate over something that it was never legally
4 obligated to negotiate in the first place.

5 **II. ALLEGATIONS IN THE COMPLAINT**

6 The core allegation here is that the Clark County Department of Juvenile Justice
7 Services (the department) updated its dress code and did so without negotiating the updates
8 with the Juvenile Justice Supervisors Association (JJSA). (Complaint p. 4, ¶ 13).

9 According to the Complaint, the department did advise JJSA, and other unions, about
10 the proposed changes long before the updates went into effect and even held a meeting in
11 July of 2025 to review concerns and give the unions opportunity to provide feedback about
12 the updates to the dress code. (Complaint p. 4, ¶¶ 14-15).

13 In October of 2025 the new dress code policy went into effect. (Complaint p. 4, ¶ 16).
14 The Complaint outlines a series of subsequent labor-management meetings and JJS Policy
15 Committee meetings where union representatives asked to revisit the dress code policy and
16 repeated the claim that the policy was subject to bargaining. JJSA also asserted that the
17 updated dress code was contrary to a particular article - Article 32 - in its own CBA.
18 (Complaint p. 5, ¶ 18-21).

19 The Complaint also refers to an alleged conversation between JJSA President Tina
20 Kohl and the department’s Director John Munoz in which Munoz asked that JJSA support
21 the updated dress code and implied that a failure to support the dress code would be
22 considered at the time of future collective bargaining over a new agreement. (Complaint p. 6,
23 ¶¶ 23-24).

24 **III. THE BOARD SHOULD DISMISS THE COMPLAINT**

25 **A. The Board Should Dismiss a Complaint that Lacks Probable Cause**

26 The Board’s regulations provide that the Board may dismiss a matter “[i]f the Board
27 determines that no probable cause exists for the complaint.” NAC 288.375(1). An early
28 dismissal of such a complaint is both prudent and efficient as it saves the parties, and the

1 Board, the time and expenses that would be expended on an otherwise futile complaint and
2 allows other cases that do present authentic Chapter 288 disputes to utilize the Board's
3 limited meeting days.

4 This motion asks the Board to take a preliminary look at the Complaint in this matter
5 and to determine that no probable cause exists for it. The Board need not look any further
6 than the Complaint itself to see the lack of probable cause.

7 When it comes to a Complaint, this Board requires that, at the bare minimum, the
8 Complaint must state "...the facts constituting the alleged practice sufficient to raise a
9 justiciable controversy under chapter 288..." NAC 288.200(1)(c).

10 The Nevada Supreme Court has interpreted the phrase "justiciable controversy" to
11 mean: "a "justiciable controversy" requires a ripe dispute between two interested and
12 adverse parties, in which the moving party's interest is legally recognized." *UMC Physicians'*
13 *Bargaining Unit v. SEIU Local 1107*, 124 Nev. 84, 93, 178 P.3d 709, 715 (2008). Thus, a
14 proper initial inquiry for this Board to make is to ask whether the law affords a legally
15 recognizable interest in the dispute. *Id.* In this case, as the Complaint alleges a failure to
16 bargain, the proper inquiry is whether or not there is even a legal obligation to bargain.

17 Ultimately the Complaint does not allege facts that would raise a justiciable
18 controversy regarding a failure to bargain or any other valid dispute under the vague notion
19 of "union busting." In sum there is no legally recognized interest in negotiating over a dress
20 code because a dress code is not a mandatory subject of bargaining.

21 Because the Complaint fails in this regard the Board can, and should, determine that
22 the Complaint lacks probable cause and dismiss this matter.

23 **B. The Complaint Lacks Probable Cause Regarding an Alleged Failure to**
24 **Bargain Because Employee Dress Code is Not a Mandatory Subject of**
25 **Bargaining**

26 1. Employee Dress Code is Not a Mandatory Subject of Bargaining Listed
27 in NRS 288.150(2)

28 Not every topic is subject to negotiations. The plain language of NRS 288.150(2)
limits the scope of mandatory bargaining to a list of enumerated subjects. The words

1 “employee dress code,” or anything of the like, are not found within the list of mandatory
2 subjects of bargaining. NRS 288.150(2).

3 2. Dress Code is a Reserved Government Right Under the “Means and
4 Method” Clause of NRS 288.150(3)(c)(4)

5 Unlike private sector bargaining statutes, NRS Chapter 288 has a government rights
6 clause. The government rights clause is found in NRS 288.150(3) and is also addressed in
7 subsection (7). If a subject falls within the government rights clause, then there is not any
8 legal obligation to negotiate that topic with an employee organization. NRS 288.150(3);
9 NAC 288.100(1).

10 The Board has, at times, considered topics to be subject to bargaining if there is a
11 direct and significant relationship to one of the statutorily enumerated subjects of NRS
12 288.150(2). But the Board does not bother with a significant relationship analysis if the topic
13 is one that falls within the statutory government rights that are set forth in NRS 288.150(3).
14 The government rights stated in subsection 3 are reserved to a public employer “without
15 negotiation.” NRS 288.150(3); *see also IAFF Local 1285 v. City of Las Vegas*, Item No. 317,
16 EMRB Case No. A1-045529 (1993) (public employer not required to engage with the union
17 over a class and comp study because it fell within the statutory government rights that are
18 not within the scope of mandatory bargaining).

19 This is further solidified by NAC 288.100(1), which states that if a proposed subject
20 is reserved to a local government employer under NRS 288.150(3) then there is no
21 obligation to bargain, irrespective of whether the topic might be “significantly related” to a
22 mandatory subject.

23 This has tremendous importance when the Board asks whether a complaint has stated
24 a justiciable controversy over an alleged failure to negotiate because if there is no legally
25 recognized obligation to negotiate over a topic in the first place then there cannot possibly be
26 a “justiciable controversy” and hence no probable cause for the complaint.

27 a. *Government Rights Clauses in the Federal Sector*

28 Government rights clauses are more prevalent in public sector bargaining statutes in

1 large part because President John F. Kennedy included a substantial reservation of
2 government rights in his Executive Order 10988, which initially authorized federal public
3 sector bargaining in 1962. Most of the language in President Kennedy’s original government
4 rights clause remains intact to this day and is now codified into statute. 5 U.S.C.§ 7106(b);
5 *Dep’t of Def. v. FLRA*, 659 F.2d 1140, 1144 (D.C. Cir. 1981) (tracing the history of the
6 Federal Labor Relations Act from President Kennedy’s executive order to its codification in
7 Title V of the United States Code).

8 This is not some mere passing point of curiosity because the government rights
9 clause that is codified in NRS 288.150(3) was deliberately modeled by Senator Carl Dodge
10 upon the text of President Kennedy’s Executive Order 10988. *See* Minutes of Joint Hearing
11 of the Senate Committee on Federal, State, and Local Governments and the Assembly
12 Committee on Government Affairs, Feb. 25, 1969 (55th Leg. 1969) (testimony of Senator
13 Carl Dodge discussing the government rights section of the Dodge Act as based on President
14 Kennedy’s executive order).

15 The Federal Labor Relations Act further specifies that the government rights
16 provisions are to be applied consistent with the larger goal of promoting “an effective and
17 efficient Government.” 5 U.S.C. § 7101(b). This too is consistent with Chapter 288, which
18 shares the same goal of government efficiency. NRS 288.150(7).

19 Therefore, when this Board applies the government rights clause in NRS 288.150(3),
20 it is appropriate for the Board to consider how the corresponding federal government rights
21 clause has been interpreted and applied in the federal sector.

22 b. *Dress Code is a Reserved Government Right Under Federal Law*

23 5 U.S.C.§ 7106(b)(1) specifies that a government employer retains control over the
24 “method, and means of performing work” and similarly specifies that this subject is not a
25 mandatory subject of bargaining. Nearly identical language is found NRS 288.150(3)(c)(3)-
26 (4), which states that “subject matters which are not within the scope of mandatory
27 bargaining and which are reserved to the local government employer without negotiation
28 include the quality and quantity of services to be offered to the public; and the means and

1 methods of offering those services.” (cleaned up). Both statutes use exactly the same
2 terminology of “means” and “method.”

3 Under the federal government rights clause, the term “‘means’ refers to any
4 instrumentality, including an agent, tool, device, measure, plan or policy used by an agency
5 for the accomplishing of furthering of the performance of its work. ‘Method’ refers to the
6 way in which an agency performs its work.” *American Federation of State County and*
7 *Municipal Employees and Library of Congress*, 19 F.L.R.A. 1180, 1182 (1985) (internal
8 citations omitted). This definition encompasses employee dress codes, a point which has
9 been emphasized on multiple occasions by the Federal Labor Relations Authority and the
10 courts.

11 When confronting the issue of employee dress code, the Federal Labor Relations
12 Authority (FLRA) has held that the employee dress code is squarely within the statutory
13 meaning of the “method and means” by which a public employer performs its work. *United*
14 *States DOJ, Kennedy Ctr., Fed. Corr. Inst., Bureau of Prisons*, 29 F.L.R.A. 1471, 1486
15 (F.L.R.A. Nov. 6, 1987); *Nat’l Treasury Emples. Union*, 8 F.L.R.A. 3, 3-4 (1982)
16 (addressing uniform requirements for personnel that perform vehicle inspections).

17 Courts that have reviewed the FLRA decisions on dress code have likewise concurred
18 that the topic of employee dress code is a “method and means of performing work” and
19 therefore a reserved government right that is not subject to mandatory bargaining. *N.Y.*
20 *Council v. Fed. Lab. Rels. Auth.*, 757 F.2d 502 (2d. Cir. 1985); *Am. Fed’n of Gov’t Emps.,*
21 *AFL-CIO, Loc. 2441 v. Fed. Lab. Rels. Auth.*, 864 F.2d 178, 179 (D.C. Cir. 1988) (Bureau of
22 Prisons decision to require guards to wear neckties and blazers was within the “methods and
23 means” language of the government rights clause such that the dress code change was not a
24 mandatory subject of bargaining); *I.N.S. v. Fed. Lab. Rels. Auth.*, 855 F.2d 1454, 1465 (9th
25 Cir. 1988) (“We conclude that the inclusion of the management rights section in the Act was
26 intended to allow agencies such as the INS to govern the appearance of their public contact
27 employees.”); *U.S. Dep’t of Just., I.N.S. v. Fed. Lab. Rels. Auth.*, 881 F.2d 636 (9th Cir.
28 1989).

1 As the statutory language in Chapter 288 is the same, and was deliberately modeled
2 on the federal language, the Board should likewise follow the same rationale and reach the
3 same conclusion in this case. The employee dress code is undeniably part of the “method”
4 and “means” that is specifically reserved to government employers in NRS 288.150(3)(c)(4).

5 The important takeaway is that the updates to the dress code here are not a mandatory
6 subject of bargaining. It is a government right and as such is reserved to the County “without
7 negotiation.” This means that since there is no obligation to bargain with JJSA over the
8 dress code there is not any justiciable controversy in this case based upon an alleged failure
9 to bargain the updates.

10 **C. The Complaint Lacks Probable Cause to Claim Miscellaneous Union**
11 **Busting**

12 The Complaint hints at other theories under the sensationalistic yet generic term
13 “union busting,” a term that does not appear in Chapter 288.

14 What is apparently meant by this, as revealed in a single paragraph at the end of the
15 Complaint, is that JJSA is attempting to mash together an interference claim under NRS
16 288.270(1)(a), a union-membership discrimination claim under NRS 288.270(1)(c) and a
17 personal/political reasons discrimination claim under NRS 288.270(1)(f). (See Complaint, p.
18 6-7, ¶ 25).

19 Again, the basic requirement of NAC 288.200(1)(c) is to provide a clear and concise
20 statement of facts. It is here that JJSA fails because it does not allege any facts to suggest
21 that the County has interfered with any protected right under Chapter 288, except of course
22 to allege the mistaken notion that the County was obligated to negotiate over the dress code.
23 The dress code is not a mandatory subject of bargaining, as set forth above.

24 The only other fact alleged in the Complaint is the assertion that Director Munoz
25 asked JJSA for its support for the dress code and insinuated that JJSA’s stance would set a
26 tone for future contract negotiations. This does not suggest interference with any identifiable
27 right under Chapter 288; merely the reality that when an employer and a union have
28 cultivated goodwill and a positive working relationship that can then carry over into

1 productive negotiations, and so too can a contentious relationship naturally carry over and
2 tend to make future negotiations more arduous. There is nothing inaccurate or contrary to
3 Chapter 288 in this, and no actual basis to bring a case before this Board. There are no other
4 facts within the Complaint to suggest that the County has actually discriminated against
5 anyone at all, let alone based on union membership or based upon any personal or political
6 reasons.

7 In sum there are zero facts alleged to suggest that the County has set about trying to
8 destroy JJSA through “union busting.”

9 **IV. CONCLUSION**

10 The Complaint here lacks probable cause because it alleges a failure to bargain over a
11 dress code, but a dress code is not a mandatory subject of bargaining. The dress code is
12 rather a government right guaranteed and reserved “without negotiation” pursuant to NRS
13 288.150(3)(c)(4). This is evident from the corresponding decisions of the FLRA and the
14 federal courts that have already construed the very same terminology and applied it to the
15 topic of a dress code.

16 The Board’s authority to dismiss a complaint that lacks probable cause exists for a
17 reason. It should be used to dismiss complaints that do not present a legal basis for moving
18 forward. That is what is presented here and the Board should dismiss this matter due to a
19 lack of probable cause.

20 DATED this 30th day of April, 2026.

21 STEVEN B. WOLFSON
22 DISTRICT ATTORNEY

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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 30th day of April, 2026, I served a true and correct copy of the foregoing **Motion to Dismiss** (United States District Court Pacer System or the Eighth Judicial District Wiznet), by e-mailing the same to the following recipients. Service of the foregoing document by e-mail is in place of service via the United States Postal Service.

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Representative for Complainants

/s/ Matilda Sanchez
An Employee of the Clark County District
Attorney's Office – Civil Division

JJSA (Complainant)

Opposition to Motion to Dismiss

FILED
June 15, 2026
State of Nevada
E.M.R.B.
11:30 a.m.

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15 Representatives for Complainants

16 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

17 **STATE OF NEVADA**

18 * * *

19 Juvenile Justice Supervisors Association,
20 Inc., a Nevada Non-Profit Corporation and
21 Local Government Employee Organization, and
22 Its Named and Unnamed Affected Members,

23 Complainants,

24 vs.

25 Clark County and the Clark County Department
26 of Juvenile Justice Services,

27 Respondent.

28 CASE NO.: 2026-003

**OPPOSITION TO MOTION TO
DISMISS**

29 Complainants JUVENILE JUSTICE SUPERVISORS ASSOCIATION, INC. ("JJSA"), a
30 local government employee organization, and JJSA's named and unnamed affected members, by
31 and through their representatives of record, hereby submits its Opposition to Respondent's Motion
32 to Dismiss, as follows:

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INTRODUCTION

1. Respondent has moved to dismiss Complainants’ action on various spurious grounds, but the argument that Respondent primarily relies upon is that the Complaint should not be considered by the Board because uniforms and dress code is not mandatory subject of bargaining pursuant to NRS 288.150. Respondent’s motion fails to address prior EMRB holdings addressing this issue as well as the past practice between the parties including the current Collective Bargaining Agreement (“CBA”). As such, it is respectfully submitted that Respondent’s Motion should be denied in its entirety.

LEGAL ARGUMENT

I. The Complaint Adequately Sets Forth a Prima Facie Basis (“Probable Cause”) for the County’s Failure to Bargain Over Uniforms and Dress Code

2. As set forth in the Complaint, this matter revolves around the allegation that Clark County, through the Clark County Juvenile Justice Services (“CCJJS”) Director, John Munoz, engaged in an unfair labor practice and “union busting” activities over the course of months by failing to negotiate with the Association over changes to Article 32 of the Collective Bargaining Agreement (“CBA”) which addresses equipment and clothing (aka “uniforms” and “dress code”).

3. As an initial matter, this Board has repeatedly held that cases involving factual disputes and credibility determinations require a hearing and cannot be disposed of by a motion to dismiss. NAC 288.375 provides only that the Board *may* dismiss a matter if the Board determines that no probable cause exists for the Complaint. (Emphasis added). As shown by the evidence below, an evidentiary hearing is required to evaluate and render a determination as to the issues presented in the Complaint including the proper submission and presentation of evidence as well as credibility determinations in accordance with NRS and NAC 288.

4. To that end, the only legal argument the County correctly sets forth in its motion is the fact that NRS 288.150(2) does not specifically enumerate the phrase “employee dress code”

1 within the list of mandatory subjects of bargaining. See County Motion to Dismiss, argument B(1),
2 page 3-4. However, the County makes no further argument on this point because it is well aware
3 that the determination of what is a mandatory subject of bargaining is not as simple as suggested
4 by that statement.

5 5. It is well established that uniform allowances (or stipends), as well as what clothing
6 and equipment are required and/or are provided is a mandatory subject of bargaining because these
7 issues directly impact the subjects of wages and safety conditions. For example, the financial
8 compensation provided to employees to purchase, replace, or dry-clean uniforms is a form of
9 "direct monetary compensation"¹ which is bargained for in the CBA.

10 6. The CBA between Clark County and the JJSA has a specific Article which
11 addresses this topic. Article 32 was negotiated between the parties² and addresses mandatory
12 clothing and equipment to be provided by the County as well as uniform allowances provided to
13 JJSA members.

14 7. The fact that the County negotiates clothing and equipment, including what will be
15 provided and monetary remuneration to the members directly belies the County's argument that
16 subject is not required to be bargained over.

17 8. Similarly, although the County ignores the fact that the JJSA is a law enforcement
18 agency, it is incumbent that this Honorable Board understand that the uniform and equipment
19 required of its members has a significant impact upon their safety. JJSA members work in
20 environments (detention facilities and unfamiliar homes of juvenile clients) that are inherently
21 dangerous. Therefore, the type of clothing that they wear, the manner in which they wear it, and
22 the clothing/equipment which is provided is significantly important to each officer's safety in the
23 workplace. As such, the type of clothing, (including issues such as colors and the fabric it is made
24 from) are safety issues which are required to be negotiated pursuant to NRS 288.150(2)(r).

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¹ NRS 288.150(2)(a)

² The parties are currently negotiating this Article in contract negotiations for a successor collective bargaining agreement.

1 9. The negotiation of clothing and uniforms is a mandatory subject of bargaining
2 under NRS 288.150(2)(a) and (r) and have been consistently negotiated as a part of law
3 enforcement contracts throughout Nevada. This Board can look at any law enforcement
4 contract, including that of JJSA and its sister agency JJPOA (Clark County Juvenile Justice
5 Probation Officers Association), in order to see that Clothing and Equipment is always a part of
6 the collective bargaining process.

7
8 10. The County tries to avoid this fact by weakly renaming clothing, uniforms and
9 equipment as a “dress code” and then trying to pigeon hole the “dress code” into the “means and
10 Method” clause of NRS 288.150(3)(c)(4). This is a red herring.

11
12 11. As the Board well knows, NRS 288.150(3)(c) applies only to subjects which are
13 not mandatory to bargain over because they involve the local government’s right to determine
14 how to provide services to the community. This provision addresses staffing levels, work
15 performance, content of the workday (**except those that effect safety³**), the quantity of service
16 offered to the public and the means and methods of offering those services to the public. Thus,
17 although not mentioned in the County’s motion, even the “means and method” section of
18 288.150 has an exception for the negotiation of provisions effecting safety.

19
20
21 12. It is a complete contortion of the statute for the County to suggest that its
22 unilateral changes to the uniform policy (or dress code as the County would call it) is a “means
23 and method” of how the Department of Juvenile Justice offers service to the public. This is an
24 outright falsity proffered to try to utilize the FLRA to support its otherwise frivolous motion.

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³ NRS 288.150(3)(c)(2)

1 13. Notably absent from the County’s analysis of federal law on the subject of “dress
2 code” as a mandatory subject of bargaining is the National Labor Relations Board (“NLRB”)
3 decision in the matter of *Salem Hospital Corporation a/k/a The Memorial Hospital of Salem*
4 *County*, Case No. 04-CA-097635 (Sept. 10, 2013). In that case, which was litigated extensively
5 not only in the NLRB, but also in the Courts, it was found that the employer had an obligation to
6 bargain over a proposed unilateral change to the employee dress code.

7
8 14. While this case involves a private sector employer whereas the instant matter
9 involves the public sector, the principles relied upon in that case are relevant equally to both
10 sectors of bargaining. The *Salem* case is certainly more dispositive on the issue of whether
11 clothing and equipment (or even dress code) is a mandatory subject of bargaining than the
12 “means and method” clause relied upon by the County.

13
14 15. The means and method of offering service to the public, as set forth in the statute,
15 specifically refers to the County (or Department’s) right to determine how probation officers will
16 conduct their work assignments within the community, the times they do so as well as time and
17 place. This provision of the statute has no relationship to the clothing worn by the officer.

18
19 16. Finally, it is also significant to note that the County, through CCJJS, unilaterally
20 implemented the new dress policy with disciplinary implications attached to an officers’ failure
21 to abide by the policy. There was, once again, no negotiation of the potential discipline
22 associated with an alleged violation of the new policy. This is a direct violation of NRS
23 288.150(2)(i) which requires negotiation over disciplinary matters. See, *Reno Police Protective*
24 *Association v. City of Reno*, Case No. A1-045331, Item 101.

25
26
27 **II. The Complaint Includes a Prima Facie Showing of Probable Cause of “Union**
28 **Busting”**

1 17. It is somewhat ironic that the County’s Motion to Dismiss felt a need to address the
2 phrase “Union Busting” as included in the Complainant’s Prayer for Relief. The allegation
3 portions of the Complaint itself do not make specific reference to a claim of “Union Busting” but
4 instead address a pattern of conduct whereby County and the CCJJS Director engaged in an unfair
5 labor practice by suggesting that there would be punishment and retaliation against the JJSA and
6 its President for advocating the Union’s position relative to the “dress code” being a mandatory
7 subject of bargaining. Retaliation against the Union, or its officers, for addressing concerns about
8 labor issues is tantamount to “Union Busting” as it creates a chilling effect on Union involvement.

9
10 18. Furthermore, CCJJS’s Director’s attempt to circumvent collective bargaining by
11 suggesting, without any authority to do so, that the Union’s support for unilateral changes to the
12 contract terms, via Department policy, “could” result in an “increase” in the contractual uniform
13 allowance later was wholly improper and unethical. This too is a discreet form of “Union
14 Busting”.

15 19. The implication of each of the conversations was that the unions’ failure to
16 support the changes would be considered negatively at the time of collective bargaining.

17
18 20. As such, the Union appropriately alleged in its Complaint that the County
19 committed unfair labor practices in ways that included, but may not be limited to, the following:

20 “a. interfering, restraining, or coercing JJSA members in the exercise of their rights
21 guaranteed under NRS Chapter 288, including interfering in JJSA’s administration, and
22 discriminating in regard to the terms and conditions of the members’ employment to discourage
23 membership in the JJSA and to “union bust” the associations in violation of NRS 288.270;

24 b. engaging in a concerted pattern of conduct designed to ignore contractual rights,
25 rights imposed by state law, judicial orders, etc., for the express purpose of causing JJSA members
26 to desire to give up on the ability of their union leadership to enforce their rights within the law –
27 i.e., *union busting*; and

28

1 c. discriminating against JJSA members because of political or personal reasons or
2 affiliations in violation of NRS 288.270.”

3 20. These facts are not disputed by the County in its motion. Instead, the County simply
4 argues that the facts do not amount to “union busting”. Regardless, of whether these facts amount
5 to “Union Busting” or an unfair labor practice or nothing at all is to be determined by the Board.
6 It is a sufficient disagreement of fact for the Board to consider at a hearing. Therefore, the
7 County’s motion on this issue must be denied.

8
9
10 **CONCLUSION**

11 WHEREFORE, Complainants JJSA and its members, respectfully request that this Board
12 DENY the County’s Motion to Dismiss in its entirety and order that this matter proceed to a full
13 hearing or in the alternative, the Complainant requests leave to amend to cure any defects.

14
15 DATED this 15th day of June, 2026.

16 **NEVADA ASSOCIATION OF**
17 **PUBLIC SAFETY OFFICERS**

GORDON REES SCULLY MANSUKHANI

18 By: /s/ Andrew Regenbaum
19 ANDREW REGENBAUM, J.D.
20 Executive Director
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21 Representatives for Complainants
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CERTIFICATE OF ELECTRONIC FILING

I hereby certify that on the 15th day of June 2026, I served a copy of the foregoing OPPOSITION TO MOTION TO DISMISS was served by electronically filing with the Clerk of the Court using the Odyssey eFileNV system and serving via electronic mail the same to the following recipients:

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DATED this 15th day of June 2026

/s/ Diana Smith

An Employee of Gordon Rees Scully Mansukhani, LLP

Clark County (Respondent)

Reply in Support of Motion to Dismiss

FILED
June 29, 2026
State of Nevada
E.M.R.B.
4:49 p.m.

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10 **STATE OF NEVADA**

11 **LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 JUVENILE JUSTICE SUPERVISORS)
ASSOCIATION, INC., a Nevada Non-Profit)
13 Corporation and Local Government Employee)
Organization, and Its Named and Unnamed)
14 Affected Members,)

Case No: 2026-003

15 Complainants,

16 vs.

17 CLARK COUNTY,

18 Respondent.
19)

20 **RESPONDENT’S REPLY IN SUPPORT OF MOTION TO DISMISS**

21 Respondent CLARK COUNTY hereby replies in support of its motion to dismiss this
22 matter.

23 **I. INTRODUCTION**

24 Employee dress code is not a mandatory subject of bargaining. This Board only has
25 authority to hear complaints that arise under NRS Chapter 288. When complaints, like the
26 one brought by the Juvenile Justice Supervisors Association (“JJSA”) here, do not actually
27 allege any violation under Chapter 288, this Board may, and should, dismiss the complaint.
28 That is what this Board should do here.

1 **II. ARGUMENT**

2 **A. Employee Dress Code is Not a Mandatory Subject of Bargaining.**

3 Mandatory subjects of bargaining are only those listed under NRS 288.150(2). Indeed,
4 employee dress code or anything similar is not found within the statute. Confusingly, JJSA
5 argues that “the County makes no further argument on this point[.]” Op. Mot. at 3, ¶ 4. In
6 fact, the County made numerous arguments to support the fact that employee dress code is not
7 a mandatory subject of bargaining:

- 8 • Employee dress code is not an enumerated mandatory subject of bargaining
9 under NRR 288.150(2);
- 10 • Dress code is a reserved government right under the means and method clause
11 of NRS 288.150(3)(c)(4);
- 12 • Government rights clauses in the federal sector serve as proper authority for the
13 Board to consider given NRS Chapter 288’s same stated goal of government
14 efficiency as 5 U.S.C. § 7101(b);
- 15 • Dress code is a reserved government right under federal law;
- 16 • When faced with the same issue, the Federal Labor Relations Authority
17 (“FLRA”) has held that employee dress code is squarely within the statutory
18 meaning of the means and methods by which a public employer performs its
19 work and citing two cases for this proposition;
- 20 • Courts reviewing FLRA decisions have concurred that employee dress code is a
21 method and means of performing work and reserved to the government and
22 citing four cases for this proposition.

23 Mot. to Dismiss at 3-7. JJSA does not, and indeed cannot, refute any of these arguments.

24 Instead, JJSA summarily argues that it is “well established that uniform allowances (or
25 stipends), as well as what clothing and equipment are required and/or are provided is a
26 mandatory subject of bargaining because these issues directly impact the subjects of wages
27 and safety conditions.” Op. Mot. at 3, ¶ 5; ¶ 8.

28 As to an obligation to bargain over the dress code, JJSA cites no authority whatsoever

1 for this proposition. JJSA's argument has already been considered and rejected by the FLRA
2 considering the same issue. In *United States DOJ, Kennedy Ctr., Fed. Corr. Inst., Bureau of*
3 *Prisons*, the FLRA considered the argument that the employer's changes to the uniform policy
4 made "job performance more difficult and dangerous." 29 F.L.R.A. 1471, 1486 (F.L.R.A.
5 Nov. 6, 1987). But the FLRA nevertheless found that uniform changes implemented by the
6 employer constituted decisions concerning the means of performing the agency's work and
7 thus did not require bargaining. *Id.* at 1487-88. JJSA does not otherwise provide authority or
8 explain how the change in dress code here relates in any way to safety or would otherwise be
9 a mandatory subject of bargaining. JJSA's blanket statement that the dress code policy here
10 somehow concerns safety or wages is not sufficient to explain how employee dress code must
11 be bargained over.

12 Rather than address relevant FLRA and federal court decisions directly on point, JJSA
13 cites an NLRB case to support its proposition. Op. Mot. at 5, ¶ 13. The NLRA does not apply
14 to a political subdivision like Clark County and need not be considered here. *See* 29 U.S.C.A.
15 § 152(2). The bargaining obligations imposed by NRS 288.150(2) do not align with any
16 provision of the NLRA, nor do the government rights clauses align with the NLRA. They do
17 however align with the FLRA and therefore FLRA authority, not NLRB authority, ought to be
18 the appropriate guiding source when considering whether a dress code falls within a statutorily
19 reserved government right.

20 As to the issue of uniform allowances, this is a red herring as JJSA has not alleged any
21 change, or even any identifiable impact at all on a negotiated uniform allowances; merely that
22 the Dress Code Policy P002 was updated without negotiations. (See Complaint p. 4 ¶¶ 15-16).
23 Even though JJSA does not claim a change or an impact to the uniform allowance, it
24 nonetheless argues that because the parties' CBA contains an article discussing certain
25 "mandatory clothing and equipment to be provided by the County as well as uniform
26 allowances provided to JJSA members", all dress code decisions somehow now become
27 mandatory subjects of bargaining. Op. Mot. at 3, ¶ 6; ¶ 7. Once more, JJSA provides no
28 authority for this proposition.

1 A reference to certain items being provided by the County and the inclusion of a
2 uniform allowance does not transform all of employee dress code into a mandatory subject of
3 bargaining. In *United States DOJ, Kennedy Ctr.*, union members received a uniform
4 allowance pursuant to federal statute. 29 F.L.R.A. 1471 at 1486. The fact that union members
5 had a uniform allowance for the uniforms the employer was now requiring only bolstered the
6 FLRA's determination that the employer's new uniform policy constituted a means to
7 accomplish work as a law enforcement officer. *Id.* at 1489. Nothing about the fact that
8 members received allowances for their uniforms now made the topic a mandatory subject of
9 bargaining.

10 In sum, there is no requirement to bargain over employee dress code. Indeed, employee
11 dress code is part of the means and method reserved to government employers under NRS
12 288.150(3)(c)(4). There exists no justiciable controversy here.

13 **B. JJSA has Failed to Allege a Violation Under NRS Chapter 288.**

14 JJSA does not directly allege any other Chapter 288 violations but instead vaguely
15 argues that the County engaged in generic "union busting" activities. JJSA makes the
16 confusing argument that "[r]egardless [] of whether these facts [alleged in the Complaint]
17 amount to 'Union Busting' or an unfair labor practice or nothing at all", their complaint should
18 nevertheless proceed. *Op. Mot.* at 7, ¶ 20. This is a clear misstatement of JJSA's
19 requirements. NAC 288.200(1)(c) requires a clear and concise statement of facts that give rise
20 to a justiciable controversy and JJSA continues to be unable to meet its burden.

21 Even in its opposition, JJSA still cannot allege any facts to suggest that the County has
22 interfered with a protected right under NRS Chapter 288. The only allegation, outside of its
23 allegation that dress code is a mandatory subject of bargaining, is that Director Muñoz asked
24 JJSA for its support regarding the new dress code and implied that JJSA's position would set
25 the tone for future negotiations. JJSA still cannot explain what is meant by "union busting",
26 how the County engaged in "union busting" activities, or how the County interfered with a
27 protected right under NRS Chapter 288. In its opposition, JJSA merely quotes sections of
28 NRS Chapter 288 without ever explaining how the County's actions have any application to

1 those provisions whatsoever. The Complaint completely lacks probable cause to claim
2 miscellaneous “union busting.”

3 **III. CONCLUSION**

4 JJSA’s Complaint completely lacks probable cause. The County had no obligation to
5 bargain over employee dress code. Employee dress code is a reserved government right, not
6 required to be bargained over, just as other authorities and courts to consider the same issue
7 have concluded. This Board should dismiss JJSA’s complaint.

8 DATED this 29th day of June, 2026.

9 STEVEN B. WOLFSON
10 DISTRICT ATTORNEY

11 By: /s/ Olivia Denué
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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 29th day of June, 2026, I served a true and correct copy of the foregoing **RESPONDENT’S REPLY IN SUPPORT OF MOTION TO DISMISS**, by e-mailing the same to the following recipients. Service of the foregoing document by e-mail is in place of service via the United States Postal Service.

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