

EXHIBIT A

Phoebe

ENTERTAINER ARBITRATION AGREEMENT

1. Any "Covered Claim" as defined in section 2 below that you may have against International Follies, Inc., its owners, directors, officers, managers, employees or agents (hereinafter "International Follies" or the "Cheetah") or that International Follies may have against you shall be submitted exclusively to and determined exclusively by binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 et seq., regardless of the substantive law applied in the arbitration.

2. "Covered Claims" include, but are not limited to, claims that arose before and / or after this Agreement went into effect, arising under federal discrimination laws, including but not limited to the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the Fair Labor Standards Act (FLSA), 42 U.S.C. § 1981, including amendments to all the foregoing statutes, the Employee Polygraph Protection Act, state discrimination statutes, state wage statutes, and/or common law regulating employment termination, misappropriation, breach of the duty of loyalty, the law of contract or the law of tort, including, but not limited to, claims for malicious prosecution, wrongful discharge, intentional/negligent infliction of emotional distress or defamation.

Conversely, claims for state employment insurance (e.g., unemployment compensation, workers' compensation) or claims under the National Labor Relations Act are not covered, and thus not subject to arbitration. If applicable, statutory or common law claims made outside of the state employment insurance system alleging that International Follies retaliated or discriminated against an entertainer for filing a state employment insurance claim, however, are Covered Claims, and shall be subject to arbitration.

3. International Follies and you are required to bring all Covered Claims subject to arbitration in one arbitration proceeding. Any such Covered Claims not brought in one arbitration shall be waived and precluded. The Arbitrator shall have the power to hear as many Covered Claims you or International Follies may have against each other consistent with the terms of this Agreement. For purposes of this Agreement, the date the Covered Claim is received in writing by the other party shall be deemed the date the Covered Claim is filed. Any dispute over the timeliness of the Covered Claim shall be referred to the Arbitrator selected to hear the case.

The Arbitrator has no authority to and shall not consolidate Covered Claims of different entertainers into one proceeding, nor shall the Arbitrator have the power to hear an arbitration as a class or collective action (a class or collective action involves an arbitration or lawsuit where representative members of a group who claim to share a common interest seek class or collective relief), and you shall not be allowed to submit your Covered Claim(s) against International Follies to arbitration as a representative of or participant in a class or collective action or a claim seeking class or collective relief.

4. This Arbitration Agreement shall be governed by the American Arbitration Association ("AAA") Employment Rules ("Rules") in effect at the time a Covered Claim is

filed. The parties, however, shall not use AAA or any other vendor such as JAMS, Henning, or similar vendors to administer the Agreement. The Employment Due Process Protocol shall apply to any arbitration under this Agreement. The parties shall select an Arbitrator by consent. If the parties cannot agree on an Arbitrator, then each party shall select an Arbitrator. The selected Arbitrators shall meet to choose a third Arbitrator who is qualified to hear employment cases. The third Arbitrator shall serve as the Arbitrator to hear the case. International Follies shall pay the Arbitrators' fees. The Arbitrator selected to hear the case shall be a lawyer who has five (5) or more years of service as an independent neutral and experience in handling and deciding statutory rights cases involving employers and employees under federal and state laws. The Arbitrator selected to hear the case shall be chosen from Arbitrators who live in, or who are based in, the Atlanta, Georgia metropolitan area. If there are any differences between this Agreement and the Rules and in the absence of any final and established contrary legal obligation in the arbitration of statutory rights the provisions of this Agreement shall apply.

5. Nothing in this Arbitration Agreement prohibits you from filing at any time a charge or complaint with a government agency such as the National Labor Relations Board (NLRB) or the Equal Employment Opportunity Commission (EEOC). Moreover, nothing in this Agreement precludes a government agency from investigating, and if necessary, filing suit on behalf of a class of entertainers. However, upon receipt of a right to sue letter from the EEOC or similar administrative determination, your claims become subject to arbitration as defined herein.

6. Nothing in this Arbitration Agreement constitutes a waiver of your right to file an unfair labor practice charge under the National Labor Relations Act, and you have the right to challenge the validity of this Agreement, without being subject to retaliation, upon grounds that may exist in law and equity.

7. Neither International Follies nor you may file a civil lawsuit in court against the other party relating to any Covered Claims. If a party files a lawsuit in court to resolve Covered Claims subject to arbitration, both parties agree that the court shall dismiss the lawsuit and require the Covered Claims to be resolved through arbitration as provided herein.

8. If either International Follies or you file a lawsuit in court involving claims that are, and other claims that are not, subject to arbitration, the party filing the lawsuit shall request the court to stay litigation of the nonarbitrable claims and require that arbitration take place with respect to those claims subject to arbitration. The Arbitrator's decision on the arbitrable claims, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any later court lawsuit on any nonarbitrable claims.

9. In accordance with the Rules, a Covered Claim must be filed as provided in paragraph 3 above within the time limits contained in the applicable substantive law's statute of limitations.

10. The arbitration hearing shall be held at a location in Fulton County, Georgia, unless the parties agree otherwise.

11. The Arbitration Agreement does not infringe on either party's right to consult with an attorney at any time.

12. Upon a finding that a party has sustained its burden of persuasion in establishing a violation of applicable law, the Arbitrator shall have the same power and authority as would a court to grant any relief, including costs and attorney's fees, in conformance with applicable principles of federal or state decisional and statutory law.

13. The parties may settle their dispute at any time without involvement of the Arbitrator.

14. Nothing in this Arbitration Agreement shall prevent an entertainer from performing only at the Cheetah. An entertainer is free to perform entertainment activities at other businesses and at other locations. Any time during the course of performing at the Cheetah, if an entertainer wants to perform at another location, the entertainer may request her Adult Entertainment Dancer Permit from the Cheetah's management.

15. You have agreed that you are an independent contractor and not an employee of International Follies. In the event that you ever assert that you are an employee and not an independent contractor, then you acknowledge and agree that table dance fees and any other fees established by International Follies that you have been permitted to retain as part of your income are setoffs and shall be credited against any minimum wage and overtime obligations that otherwise would be due to you if you were determined to be an employee and not an independent contractor.

16. If any term or provision, or portion of this Arbitration Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

17. This Arbitration Agreement may be modified, in whole or in part, or terminated by International Follies only after International Follies provides at least 14 days written notice of such modification or termination. This notice may be provided through a bulletin board posting. The Arbitration Agreement in effect at the time a Covered Claim is filed by a party, as provided in paragraph 3 above, will govern the process by which the Covered Claim is determined.

18. **AS TO ENTERTAINERS OR OTHER INDEPENDENT CONTRACTORS OF INTERNATIONAL FOLLIES: THE SUBMISSION OF AN APPLICATION, AUDITION AS AN ENTERTAINER, ACCEPTANCE AS AN ENTERTAINER OR THE CONTINUATION BY YOU AS AN ENTERTAINER SHALL BE DEEMED TO BE ACCEPTANCE OF THIS ARBITRATION AGREEMENT. NO SIGNATURE SHALL BE REQUIRED FOR THE AGREEMENT TO BE APPLICABLE. THE MUTUAL OBLIGATIONS SET FORTH IN THIS AGREEMENT SHALL CONSTITUTE A CONTRACT BETWEEN YOU AND INTERNATIONAL FOLLIES BUT SHALL NOT CHANGE YOUR CONTRACTUAL RELATIONSHIP WHICH IS TERMINABLE AT WILL BY EITHER PARTY WITH OR WITHOUT NOTICE TO THE OTHER PARTY, OR ANY TERM OF ANY OTHER CONTRACT OR AGREEMENT BETWEEN INTERNATIONAL FOLLIES AND YOU. THIS AGREEMENT SHALL CONSTITUTE**

**THE ENTIRE AGREEMENT BETWEEN YOU AND INTERNATIONAL FOLLIES FOR
THE RESOLUTION OF COVERED CLAIMS.**

ENTERTAINER

Entertainer's Legal Name (please print)

Entertainer's Stage Name (please print)

Entertainer's Signature

Date

INTERNATIONAL FOLLIES, INC.

Name

Title

Date

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