

**2020-21 Case Clarifications** (Updated 12/1/2020)  
**Payton Knox v. Nixon Lodge Catering, Inc.**

Question	Answer	Date
EXHIBIT 3 - 4307.0050 Gatherings...is the occupant capacity of 25% up to 75 people correct OR is the # supposed to be 175..... & not up to 75????? (Bemidji HS)	(Page 63) In Minnesota Department of Health Rule 4307.0050, found in Exhibit 3, the words "up to 75 persons" should be deleted.	11/30/2020
NLC capacity contradicts MDH's guidelines.	Nixon Lodge & Catering made the decision to make their capacity well below what MDH's guidelines (25% of normal capacity).	11/30/2020
There seems to be a contradiction between exhibit number 2 and a case stipulation. On page 15 of the case, it stipulates that Nixon Lodge and Payton Knox entered into a legally valid contract. However, the actual contract, exhibit #2, was signed by Payton's parent, Jordan Knox. (Nova Classical Academy)	(Pages 54, 57 & 58) Payton Knox, <i>not</i> Jordan Knox, signed the contract. The initials at the end of the addendum should read "P.K." rather than "J.K." and "P.K." The client and contact is Payton Knox, not Jordan Knox.	11/30/2020
A Counterclaim issue: There is no Response to Counterclaim in the pleadings. There should be. (Totino Grace HS)	Regarding the reply to the counterclaim, we're aware there would be one in real life. We did not include one here for the sake of simplicity.	11/30/2020
In the Defendant's Answer, number 14 says that Defendant admits to the allegations in Plaintiff's complaint number 29. As I read the new changes, Plaintiff's complaint number 29 reads as follows: The limitations beyond those required by the governing COVID-19 regulations, put in effect by NLC after the Contract was entered into with Plaintiff, including mandating indoor versus outdoor location, banquet services, and capacity, are unreasonable and unduly restrictive, and preclude Payton Knox and Parker Stevenson from holding the wedding they contracted for with NLC. I was wondering if this was error because this would seem dispositive of the issues of breach and whether force majeure would be applicable. (St. Peter HS)	(Page 11) Numbered paragraph 14 in the Defendant's Answer should read, "Denies the allegations in paragraph 29."	11/30/2020
Stipulation Corrections	(Page 17) 1. The third paragraph should be stipulation #3. The paragraph number was inadvertently omitted.   2. The third paragraph should reference "Exhibit 2" instead of "Exhibit B."	11/30/2020

**2020-21 Case Clarifications** (Updated 12/1/2020)  
**Payton Knox v. Nixon Lodge Catering, Inc.**

Question	Answer	Date
<p>There is a typographical error on the first page of Exhibit 2. The total amount for the food and beverage order after the heading "Deposit:" should be \$26,362, not \$26,363. (Randy Sparling)</p>	<p>(Page 50) There is a typographical error on the first page of Exhibit 2. The total amount for the food and beverage order after the heading "Deposit:" should be \$26,362, not \$26,363.</p>	<p>11/30/2020</p>
<p>There is a discrepancy in lines 24-27 because Nixon states he was the only person in sales but was told he was going to be fired for trying to take credit for more sales than Nixon actually made. (Randy Sparling)</p>	<p>(Page 38) Lines 24-28 of Kris Nixon's affidavit should read, "Unfortunately, I got a bit burned out at that job. I was the only full-time sales representative, though the event center went through a series of part-time sales representatives while I was there. There was also the sales manager, but he was more interested in golfing and snowmobiling than working. I was ready to leave that job anyway when I was told that I was going to be fired for trying to take credit for more sales than I actually made. I deny doing anything to that effect, but instead of fighting the termination, I agreed to resign in lieu of being fired."</p>	<p>11/30/2020</p>