

From: "jeffrey E." <jeevacation@gmail.com>
To: Stephen Hanson <[REDACTED]>
Subject: Re: Screenshot 2018-05-11 at 6.13.45 PM
Date: Sat, 12 May 2018 11:54:44 +0000

this is why -as your friend- i think you need a rest! . I thought this project was a loser from day 1. I was clear. . ok, i guaranteed money , still open , to enable you and he to move forward , you took and spent investor money, as you alone saw fit. no one approved what you suggest was the plan. never edited - only you. and Howie. !! . and then saying it was impossible !!!! to stay only 4 weeks more in the middle of a sale process you walked out on investors suggesting this law was the reason for the inability to see the next couple of weeks through. and you ask me why i am confused. . sorry .

On Fri, May 11, 2018 at 11:34 PM Stephen Hanson <[REDACTED]> wrote:

I spent the money to run the restaurant as was to plan - I kept to the plan as best I could given the circumstances

Yes liabilities still open on the books - think I explained why closed was the only option in prior email
Think again best to answer your questions in person - as this is not resolving anything in email

Question when we meet — why are you not asking DAVID where the 9mm over budget on 8mm is or why the construction was shut for 8 weeks at aprox 75k interest per week - forget about missing Q4 in 2017 the most profitable part of the year

You seem very focused on my running a restaurant and yet delivering what was expected - unfortunately for many reasons it did not make it financially

Seems like you keep attacking me -

I do not get it

Sent from my iPad

On May 11, 2018, at 11:08 PM, jeffrey E. <jeevacation@gmail.com> wrote:

Thx We are out of money ? ! You were the only person that decided how -when - and on what -to spend 700k . And then say no cash for a payroll that only you crafted , . And have yet to explain what impossible to stay means with the trade , guarantees and liability still on the screen

On Fri, May 11, 2018 at 11:00 PM Stephen Hanson <[REDACTED]> wrote:

I realize this is hard in email

I have always said - it was that [REDACTED] going to get stuck for at least\$200k and we are out of money —and DAVID has shut the restaurant down from any connectivity or PR from/to the hotel- which the restaurants budget relied on quests from the hotel - so impossible to make sales -

So impossible for me to stay open - I had asked DAVID for WEEKS to address this issue with me —only to fall on unanswered emails week after week

Then when you told me about the rat employee telling DAVID that I was concerned about the warn act - FYI the warn act info actually was first brought up by an employee for the under 25 - then word spread - and back to David almost at the same time that I was aware of a potential issue

This Proved to me that the employees where going to go for the warn act - maybe because this was fresh in my thought - issue to close - that I might have said —because of the warn act - but —[.as](#) I have said — I got lucky by a few weeks to be under the radar - had to close prior to the 6 month employment date - along with —no cash for vendor payments - and as it turned out. No cash for Payroll

It was always driven by - negative cash - first and foremost - then to close by X date - as warn act is a personal liability

Sent from my iPad

On May 11, 2018, at 9:20 PM, jeffrey E. <jeevacation@gmail.com> wrote:

I had asked a simple -why the mad rush , in the middle of the attempted sale. Your answer was/ the warn act .

On Fri, May 11, 2018 at 7:42 PM Stephen Hanson <[REDACTED]> wrote:

It's the employees who bring action
Ok so what
Did not close because of warn act
Closed because we ran out of funds with money still owed

Sent from my iPad

On May 11, 2018, at 7:31 PM, jeffrey E. <jeevacation@gmail.com> wrote:

you should ask your idiots if they have ever once in their career seen a restaurant closure with less than 50 full time employees that was fined under the warn act . .

On Fri, May 11, 2018 at 7:14 PM Stephen Hanson <[REDACTED]> wrote:

I have sent you two red marked line items
Besides the look back which would put me at 50 there are carve outs - sent in red
But I was lucky the company ran out of funds forcing a closing date
When we looked at the warn act we saw we where 2 weeks under having employment for 6 months - just got lucky
I had to fund last weeks PR -
This advise was reviewed by two labor lawyers who I would believe to be correct

Sent from my iPad

On May 11, 2018, at 6:50 PM, jeffrey E. <jeevacation@gmail.com> wrote:

Generally, under the New York WARN Act, an "employer," defined as any enterprise that employs 50 or more employees within New York (excluding part-time employees), must provide **90 days** of advance notice (as opposed to 60 days under federal law) prior to ordering a mass layoff, plant closing, relocation, or a covered reduction in work hours. These are defined below:

On Fri, May 11, 2018 at 6:14 PM Stephen Hanson <[REDACTED]> wrote:

Look back over 50 but under 6 months

Sent from my iPad

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