

**From:** Stephen Hanson <[REDACTED]>  
**To:** "jeffrey E." <jeevacation@gmail.com>  
**Cc:** Shanson900 <[REDACTED]>  
**Subject:** Re: Screenshot 2018-05-11 at 6.13.45 PM  
**Date:** Sat, 12 May 2018 18:36:07 +0000

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Jeffrey your statement below is not accurate at all

DAVID agreed to the plan - he sat in many meetings with everyone - me - chefs- MGRS- the PR company - social media consultant- david had many ,many meetings regarding - this was to be a 4 star hotel with 4star amenities and a restaurant that would match same  
DAVID was very much involved in ever step

We had many meetings with david in attendance regarding both how both to achieve a 4 star hotel and a noted restaurant  
We accomplished both in the beginning  
FYI - HOWIE was never in any of these meetings

I sent many emails over weeks and weeks of the dire cash position with not one response - not in email not in conversation- in fact except for last weeks meeting I had not spoken to DAVID in months  
It was impossible to try to stay open with out the ability to pay employees or vendors- the law had nothing to do with lack of funds- the law only came into play - as I was lucky by weeks not to have the warn act triggered - But Henry did not miss one day of being open -the restaurant was never closed - I funded this - the two main front people - chef and Gm - are still on site daily - I am the only one removed - and I was not the face of this restaurant- the chef was and is

I asked for weeks for a response- not once - restaurant was out of cash- and in debt  
Yet Henry never missed one day -  
I was the only person to exit - close the company as debt was climbing —so we had a new Mgmt company take over the daily operations

As it is - it's costing me over \$100 k to have the new Mgmt company take over - so the restaurant would not close and maintain the ability to operate

FYI you had mentioned regarding a press release —the first pass on what to give the press -that was only for internal review - this was done by the PR company -the one that - hotel/ david had a contract with - they did all the hotel and restaurant PR - —they tried to come up with something - but not what was accepted or used

Nakash

I have told you and DAVID that  
This nakash is not the same honorable Nakash family I had dealt with prior  
I have mentioned that a miami hotel broker who showed our hotel said  
They hardly ever close on a deal as they always retrade the deal  
Exactly what they are doing now

FYI — both David and his lawyer RANDY have said with the Nakash deal - they do not want the restaurant-

I actually now think that DAVID only wanted the restaurant to stay open into June -to have his father in laws party - the day prior to having the new restaurant MGRS contract expire

Sent from my iPad

On May 12, 2018, at 3:41 AM, jeffrey E. <[jeevacation@gmail.com](mailto:jeevacation@gmail.com)> wrote:

You left in the middle of a sale attempt. In a rush YOU HAVE AFKED ME the same question over and over  
??? Why? You are the person -adult that I trust

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 approx 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](mailto: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](mailto: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](mailto: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](mailto: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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