L*4949*L

Page 1

DISTRICT COURT

CLARK COUNTY, NEVADA

* * * *

JEFFREY LUTES, an individual,

Plaintiff,

vs.

PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPIC GARDEN, INC., a Nevada corporation dba OLYMPIC GARDEN; DOES and ROES 1-50,

Defendants.

Case No.: A-11-637654-C
Dept. XXVII

DEPOSITION OF JEFFREY LUTES

Taken on Thursday, March 1, 2012
At 1:05 P.M.

At Brown, Brown & Premsrirut
520 South Fourth Street
Second Floor
Las Vegas, Nevada

Page 2

APPEARANCES:

For the Plaintiff:
NORMAN H. KIRSHMAN, ESQ.
Norman H. Kirshman, P.C.
700 South Third Street
Las Vegas, Nevada 89101

For the Defendants:
DAVID T. BROWN, ESQ.
Brown, Brown & Premsrirut
520 South Fourth Street
Second Floor
Las Vegas, Nevada 89101

Also Present:
Lynn Vlahos
Paralegal
Norman H. Kirshman, P.C.

Page 3

I N D E X

WITNESS	PAGE
JEFFREY LUTES	
EXAMINATION BY MR. BROWN	4
EXAMINATION BY MR. KIRSHMAN	92

E X H I B I T S

EXHIBITS		PAGE
EXH. A	Acknowledgment	17
EXH. B	2009 Individual Income Tax Return	48
EXH. C	2008 Individual Income Tax Return	59

Page 4

(Prior to the commencement of the proceedings, Rule 30(b)(4) was waived.)

Thereupon --

JEFFREY LUTES

was called as a witness by the Defendants, and having been first duly sworn, testified as follows:

EXAMINATION

BY MR. BROWN:

Q. Mr. Lutes, do you recall, I'm David Brown. I'm the attorney for the defendants in this case. I know you have been at the last several depositions, so I think you know about the admonishment, but I'm just going to go over a couple of things just to make sure we're clear.

You understand that you're under oath and that you have the obligation to tell the truth?

A. Yes.

Q. You also understand that we need verbal responses, "yes" or "no." If you want to elaborate, it's fine, but if you just nod or if you say "uh-huh," "huh-uh," it makes it very difficult for the court reporter.

A. Understood.

Q. Also, I ask you to let me finish a question. I promise you I will let you finish your

answer.
Is that fair?
A. Yes.
Q. Again, if you don't understand a question, please let me know. I'm happy to rephrase it. I'm happy to try and explain it in a way that you can understand and that if you still don't understand, we will figure something else out.
MR. KIRSHMAN: What is the date? The 28th?
MS. VLAHOS: March 1st, March 1st.
BY MR. BROWN:
Q. Also, like we discussed earlier, if at any time you need a break, we can take as many breaks as you need. I just ask you wait until the answer is finished for that question, and then we will take the break.
A. Yes.
Q. All right. Have you been convicted of a crime in the last ten years?
A. Convicted, no.
Q. How far did you go in school?
A. It's approximately two and a half years of college at Purdue University.
Q. What years would that have been?

A. It would have been approximately 1986, '87.
Q. Do you have an Associate's degree?
A. No.
Q. Do you have any advanced training?
A. No.
Q. Where was your first job after Purdue University?
A. I worked at United Parcel Service in Chicago, Illinois.
Q. For about how long?
A. Approximately five and a half years.
Q. After that where did you work?
A. I came to Las Vegas, 1989. My first job here was at beautiful Imperial Palace.
Q. And how long did you work there?
A. Approximately a year and a half.
Q. After Imperial Palace, where did you work?
A. It would be into the '90s. I moved back to Chicago in the early '90s, about, because a River Casino had opened -- Empress River Casino in Joliet, Illinois, and I gained employment there. I believe that was 1992.
Q. And I know a lot of this is a long time

ago, so I will not hold you to the dates.
But, approximately, how long did you work there?
A. Empress River Casino, approximately two and a half years.
Q. Where did you work after that?
A. I worked at the Grand Victoria Casino in Elgin, Illinois. I believe that was 1995 or 1996.
Q. And you worked there how long?
A. I believe that was one year.
Q. And after that?
A. Trump Casino. I believe that grand opening, I believe, was 1997. I was there for, I would say, two or three years.
Q. And after that?
A. After that I worked for a company called Star Entertainment, based out of Chicago. Those guys are promoting for nightclubs and special events.
Q. And how long did you work there?
A. Approximately two or three years.
Q. And after that?
A. After that I worked at the Sapphire Gentlemen's Club in Las Vegas in 2002.
Q. How did you come to work at Sapphire

Gentlemen's Club?
A. Sapphire Gentlemen's Club, my family friends from Chicago were close with Mr. Pete Eliades, and I had known Mr. Eliades for many years, and he informed them he was opening up a new gentlemen's club in Las Vegas, if I would be interested in working, which I was. I came out and interviewed, and I was hired as a manager.
Q. When did you first meet Mr. Eliades?
A. I met Mr. Eliades, I want to say, give or take a year, probably 1990.
Q. And how did you first meet him?
A. We had a lot of mutual family friends. Relatives of his were friends of mine in Chicago. They opened up a place called The Fuddy Duddy, which was a night spot that when we came from Chicago, we would meet him or family members there, and we became very tight with the family.
Q. And did you have regular contact with him from 1990 to 2002.
A. No. Very periodically.
Q. But you did contact Mr. Eliades approximately 2002 to get employment?
A. I never contacted him directly. The friends of mine that I had in Chicago who were

Page 9

relatives of his contacted him to let him know that I was available for work. He said, Absolutely, bring him out. He's always been respectful. He's a good kid. Because I'd become friends with a lot of family members of his also, so he knew a lot about me. And we might not have had day-to-day contact or month-to-month contact, but he knows I'm a pretty standup guy as far as bringing on board for a new venture that he was getting into.

Q. And did Mr. Eliades, in fact, help you get that job at Sapphire's?

A. Yes. I interviewed with Delores Eliades, who's his daughter, and John Lee, who was general manager. I was informed that I was not hired. I went back to Chicago, and then Mr. Eliades called my friends in Chicago to tell me to come back out, that he would make sure that I would be -- gain employment there.

Q. Did you, in fact, fill out a job application at Sapphire's?

A. I believe so, yes.

Q. You're not sure if you just interviewed or if you, in fact, did fill out the application as well?

A. I think because it came from

Page 10

Mr. Eliades -- I mean, it could have been hit or miss whether I actually had to fill out a -- but I think for human resources purposes, I would almost be sure that I would have had to fill out an application. Just for, you know, emergency contact numbers or tax information or anything, I believe I would have had to fill out an application.

Q. But is it your opinion that Mr. Eliades is actually the one that hired you, or do you think he just put in a good word to help you for the job?

A. I believe he is the one that hired me, considering that they'd told me I was not hired there, and then he informed his daughter to hire me and make sure I come back out to Las Vegas from Chicago.

Q. Did he, in fact, call you and tell you that he hired you and was giving you the job?

A. He did not call me personally.

Q. How long did you work at Sapphire?

A. I worked approximately five years in two different stints. I started in 2002, and then I had another stint in 2007.

Q. Why did you leave Sapphire in 2007?

A. 2007, it was kind of a new regime there. Obviously, the ownership had changed, and the people

Page 11

who had brought me in to work there were no longer there. Kind of like the playing field was a little bit different. They brought in a lot more family members from the other side.

The splitting of tip pools was a much different policy than when I was brought aboard the first time, and I was informed that I was only to make 70 percent of envelope, which is a tip envelope. Normally, each manager gets an equal split. I was told that I would be brought on board, and then I found out I was only getting 70 percent of a full envelope, which didn't sit that well with me. So I informed them that I would thank you for the opportunity, but I would like to move on.

Q. So where did you work after you left Sapphire?

A. 2007, I -- the second stint was there. I did not have employment until May of 2009 at Olympic Garden.

Q. So you went how many months, approximately, would you guess, without having a job?

A. I would say approximately 17 months, 18 months.

Q. And how did you survive during that time

Page 12

financially?

A. I didn't really survive too well. I tried to do little things here and there. I tried to get the word out that I was definitely looking for employment. Being the industry that I had just spent a few years in, I wanted to get employment in that field, so I was on a short list at many places.

So I played a lot of poker. I did some gambling, just trying to make ends meet and waiting for a call from another establishment to hopefully become a manager at another place.

Q. So you spent approximately 18 months trying to get a job in the gentlemen's club industry but were unsuccessful until Olympic Garden offered you a position?

A. Yes.

Q. What date did you start working for Olympic Garden?

A. I know it was May of 2009. I don't know the exact date. I wouldn't have a very good guess. The second week of May. And if that's off, it would only be off a week or two, so it was the middle of May.

Q. And prior to working at Olympic Garden, did you go through any sort of interview process?

Page 13

A. I did meet with Manny, the general manager, and Pete Eliades to discuss what kind of role they wanted me to play there at Olympic Garden, and they were satisfied with what they felt I could bring to the establishment.
Q. Do you recall who actually hired you for the job?
A. It was in a meeting of those two gentlemen, Pete Eliades and Manny.
Q. What were your initial job responsibilities?
A. Initially, I was brought on board as a manager, just a floor manager, which had many different hats to wear, customer service, everything that would entail that customer satisfaction, a little bit of the scheduling. I was helping out a little bit with the waitresses as far as the person who was kind of like an acting cocktail manager because I'd had a little bit of experience with that at Sapphire's. So they asked me if I would kind of help out in a few different departments.
Q. Did those responsibilities change over time?
A. Yes.
Q. How did they change?

Page 14

A. Approximately three months into my employment, Mr. Eliades called me into a meeting with him and Manny and asked me if I would consider being the leader of the managers, basically a senior manager position, and in his exact words was, I think you're the right guy to clean up my family.
Q. And do you recall ever signing an employment agreement?
A. I know my initial paperwork, there was stuff I signed. I don't know exactly what documents that would be, whether it's a tax form or -- I'm sure I did sign some papers. I don't know exactly what they would be.
Q. But as we sit here today, you have no specific recollection of signing an actual employment agreement?
A. I think in my paperwork that I have, I do have a couple of things that I signed. I would have to go into my files and see exactly what those documents were.
Q. But is it fair for me to say that you don't specifically recall signing an employment agreement?
A. Correct. I don't know exactly what I did sign. I did sign a few different paperworks, but

Page 15

I'm not 100 percent sure exactly what I signed.
Q. Do you recall if someone from Olympic Garden signed paperwork as well?
A. On my behalf or --
Q. On their --
A. -- verifying my employment there?
Q. I apologize. I don't know if you are asking a question. I apologize if I interrupted you. My question is do you recall if -- you recall you signed some documents; correct?
A. Correct.
Q. Do you recall if someone from their side signed some documents?
A. I don't recall at all.
Q. Do you recall agreeing to the terms of your employment?
A. For what the structure he had in mind for me, yes, I understood what he wanted me to do and what responsibilities he wanted me to -- what that entailed, and I accepted that, yes.
Q. Did you discuss salary?
A. Yes.
Q. And to your knowledge, did you sign an agreement outlining your salary?
A. I do not believe so.

Page 16

Q. To your knowledge, was the term of your employment ever discussed?
A. The term of my employment?
Q. Did you guys say, Hey, I'm going to work here for three months, six months, a year, five years, ten years, any amount of time?
A. We didn't get into a time frame. He did relate to me that he wanted me to -- he wanted to slowly -- slowly bring me into his family business and kind of gave me oral assurances that down the road he wanted me to be by his side and play a more supervisory role.
So I assumed my employment there would be for quite a lengthy time since he kind of indicated that he wanted me to -- and Manny -- to make changes to the place. So I assumed it was a very long term. From the oral assurances that he gave me, it would be a very long-term employment, which was something I was very excited about.
Q. Earlier you testified about signing a handful of documents?
A. Correct.
Q. Do you recall this being one of the documents that you signed?
A. Acknowledge of getting a copy of the

Page 17

handbook, yes. That is my signature, and I recall signing this.
(Whereupon, Exhibit 1 was marked for identification.)
BY MR. BROWN:
Q. So that is, in fact, your signature, you said?
A. Yes, sir.
Q. All right. I'm going to ask you to take a moment and read it.
A. Sure. Okay.
Q. And you see where it says in the first paragraph that, This is not intended to create a contract of employment?
A. Yes.
Q. Do you also see the second paragraph where it says, I further understand that the company has the sole discretion to determine the duration of my employment and may terminate employment without notice and without reason?
A. Yes.
Q. Did you ever sign any agreement with Peter Eliades, a contract?
A. No.
Q. When you were getting paid, you were

Page 18

getting paid by Olympic Garden, is that accurate?
A. The first two months I received $750 a week, 500 in a check from Olympic Garden, and $250 a week from the general manager, according to him, basically out of his pocket, to satisfy my salary, which when I started, I asked for $750 a week salary.
Mr. Eliades was going to give me 500, and I think I initially turned down the job for a day or two, and then Manny says, We will get you your 750 just for a month or two. It might have to be kind of from different sources. So I did receive 500 from Olympic Garden, $250 from the general manager, Manny.
Q. And the $250 was cash, you said?
A. Yes.
Q. But none of that money was given to you directly by -- the paycheck came from Olympic Garden; correct?
A. Yes, sir.
Q. You never received any money directly from Peter Eliades, did you?
A. No.
Q. When people asked you where you worked, did you say you worked at Olympic Garden or did you

Page 19

say I worked for Pete Eliades?
A. I work for Olympic Garden. It depends on who was asking the question because we both had a lot of mutual friends in the Greek community. It was kind of the status thing to say you worked for Pete Eliades, which a lot of people have used that line. In different circles, it's more beneficial to say I work for Pete Eliades. It's kind of like an honor to work for Mr. Eliades in that kind of setting or in the Greek community, especially.
Q. But Mr. Eliades -- it's your opinion, you were hired by Mr. Eliades on behalf of Olympic Garden.
Is that accurate or inaccurate?
MR. KIRSHMAN: You're calling for a legal conclusion. I'll object to the form of the question.
THE WITNESS: Can you repeat the question?
BY MR. BROWN:
Q. Absolutely. I will rephrase it.
You were hired to work for Olympic Garden?
A. I was hired by Pete Eliades to work for Olympic Garden, yes.

Page 20

Q. You worked at the club? You did not work at Mr. Eliades' home, did you?
A. No.
Q. You worked at Olympic Garden?
A. Correct.
Q. Your job responsibilities were regarding Olympic Garden?
A. Yes.
Q. You didn't water his lawn?
A. No.
Q. You didn't do personal chores around his house?
A. No.
Q. You were being compensated to work for Olympic Garden?
A. Correct.
Q. During your term of employment, did you work a certain shift?
A. Yes. I worked the night shift, approximately 9:00 o'clock p.m. until 5:00 or 6:00 o'clock a.m.
Q. I'm going to call your attention to November 18th, 2009. You know the significance of that date; right?
A. Yes.

Page 21

Q. What hours were you working on November 18th, 2009?
A. November 18th, I believe, was a Wednesday, and that would have been my scheduled day off, so I was not working. My normal off days were Wednesday/Thursday from the beginning of my employment until the end of my employment.
Q. Do you recall going to the club on November 18th, 2009?
A. Yes.
Q. So when you came to the club, it wasn't your normal working shift?
A. No. It was my off night.
Q. Why did you go to the club -- I apologize. It's a poor question.
Why did you go to the club that evening?
A. I had a group of people that were in town. They wanted to go to an establishment. They knew I had worked at Olympic Garden, so they said, Hey, let's go to your place.
I said, Well, I'm not working.
So we decided to go to Olympic Garden with -- I believe it was about eight other individuals.
Q. Did you go to Olympic Garden frequently

Page 22

when it wasn't your shift?
A. No. But it's fully encouraged by the owners and managers to bring groups of people in on your off day, and in many clubs in town, that's kind of a criteria they use as your employment is Can you bring people in to our club.
So instead of bringing eight people to a competitor, I felt it was best to bring them there if they were spending money, and it was best to let the Olympic Garden kind of reap the benefits of a large VIP type party.
Q. Now, do you recall, probably a few weeks back, answering what are called request for admissions?
A. Yes.
Q. Do you recall I asked -- one of those questions was on November 18th, 2009 when you went in, you -- asking you to admit that you didn't go in as part of your capacity, as part of your shift?
A. I don't recall that question. If you could rephrase it or find me that --
Q. I apologize. If I could --
A. No problem --
Q. -- ask you to read -- I didn't think you would answer that way, but No. 3, just read it to

Page 23

yourself.
A. Okay.
MR. KIRSHMAN: Do you have a copy for me?
MR. BROWN: I don't. I wasn't expecting it to be an exhibit. I can get one made, though.
THE WITNESS: Yes, I do recall this.
BY MR. BROWN:
Q. Would your answer, then, to No. 3 now be inaccurate?
A. I think the word that was used in the question was that I was a customer, and I believe I responded in more of a -- not as a customer but more in a hosting capacity. A customer made it sound very -- maybe a different reason why I would be in there. A hosting capacity -- like I say, I brought in eight or nine people that were spending money. I just felt the definition of a customer would carry different reasons that I was actually there.
Q. But you will admit you did go to Olympic Garden on November 18th, 2009 when it was not your shift to work?
A. Yes.
Q. Had you ever dated any girls that worked at Olympic Garden?
A. No.

Page 24

Q. Had you ever asked any girls that worked at Olympic Garden out to drinks, meal, something outside of working hours with you?
A. No.
Q. Did you ever do that at Sapphire's?
A. No.
Q. Prior to coming to the club on that date, November 18th, 2009, had you had anything to drink?
A. No.
Q. How did you get to the club?
A. We were picked up. The whole group was picked up by Olympic Garden limousine driver Mark Bamish. I contacted the club, let them know we had a good-sized party, if they would send the house limousine. So Mark Bamish picked us up at Bellagio, I believe, approximately 11:30, 11:45, transport us to Olympic Garden, and back to Bellagio later on in the morning.
Q. During your visit to the club, did you have any alcoholic beverages?
A. Yes.
Q. How many?
A. Approximately two.
Q. What type?
A. Gray Goose and cranberry, Gray Goose

Page 25

Vodka, cranberry.
Q. Now, just asking again, is it your opinion, when you were there on November 18th, 2009 you were there at all in a working capacity?
A. I mean, I wasn't getting paid. I wouldn't be in a tip pool that night, but as a hosting capacity, I still consider that I'm recommending Olympic Garden because I'm bringing customers there, so I'm -- I believe I'm still there as a representative of Olympic Garden. But as far as being -- clocking in and clocking out, no, I was not there on the clock.
Q. Do you recall who your cocktail waitress was that evening?
A. No.
Q. Do you know if it was Ms. Fuentes?
A. I'm 100 percent sure she was not our cocktail waitress.
Q. Do you recall having any interaction with Ms. Fuentes?
MR. KIRSHMAN: The entire night?
BY MR. BROWN:
Q. That evening.
A. We had a very brief passing, no more than a second or two, but I did not carry any

Page 26

conversations with her or she did not frequent our location in the club at all.
Q. Could you just explain a little bit more what a brief passing would be to you?
A. From the section of the club where we had our party sitting, I'm heading in one direction, she's coming exactly -- we came into each other's path. She was crossing the room going to the bar, and I'm crossing the room going the other direction.
Q. Did you ever exchange any words, hello or anything --
A. No.
Q. -- or just a walk by?
A. Yes. There was no verbal conversation at all.
Q. You recall, of course, Mr. Brown -- no relation to me -- testifying as the bartender?
A. Yes.
Q. And you recall how he described the bar with the well area where the cocktail waitresses would get their drinks?
A. Yes.
Q. Was that a fair description of how the well area is?
A. The way he described the well area, yes,

Page 27

he described the well area the way it was.
Q. And the well area is a little bit separated from the normal bar area, so normal customers don't walk up to the well area, do they?
A. Right. It's a very small square footage type. It's more in length than it is the entranceway to the bar. It's a very small, maybe four feet at the most, from the steps of the main floor to the actual bar. It's very small, but it's very long.
Q. And on that evening did you ever approach Ms. Fuentes while she was getting drinks at that bar area?
A. I did not approach her while she was getting drinks.
Q. Would it have been improper for you to approach a waitress in that area?
A. I think technically it would be wrong, but --
Q. And again, I'm not asking if you did it --
A. No, I understand that.
Q. -- I'm saying if you went over to that area -- and I think you answered honestly -- that it would have been improper?

Page 28

A. Yes, it would have been improper. I don't think it was something that anybody had ever policed. If I was working as a manager and I saw another manager in that area, no, I wouldn't say anything. It's just -- it would be an accepted spot to be in for basically all employees. There's not really a structure there or ground rules there of where you can or cannot be. But I would understand that if I was in that area, that would be an area that they would rather have people working on that night to be in, yes.
Q. What is the closest you were to her that evening? Ms. Fuentes -- I apologize. What is the closest you were to Ms. Fuentes that evening when you did the walk by --
A. When we passed, I was probably half a foot behind her.
Q. Do you recall seeing Mr. Brown that evening?
A. No.
Q. So you have no recollection, then, of course, of speaking with Mr. Brown that evening?
A. I'm very confident that I had no conversation with Mr. Brown or Ms. Fuentes.
Q. And then is it your testimony that

Page 29

Mr. Brown must have made the whole thing up in regards to the interaction he witnessed?

MR. KIRSHMAN: We don't have any basis for any interaction. I think you need to lay a foundation.

BY MR. BROWN:

Q. He was just talking so she could type it. You still need to answer my question.

A. Right. I believe what he saw from the area where he's preparing his drinks, like I say, it's a very short area, maybe from me to you as far as where the stairway -- and I'm going this way, and she's coming this way, and we kind of met right where you're standing. So if he's looking this way, he sees her. He sees me a foot and a half taller than her, so yes, he would see us in a general direction of each other.

MR. KIRSHMAN: David, this is not going to translate to anything legible. Maybe we -- you know, if you want to or we ask the witness to diagram it.

MR. BROWN: Well, I don't need to -- I think you're right, first off, Mr. Kirshman, but it really is helpful to me his answer as well, and I will expand on it and get a little bit more

Page 30

descriptive.

BY MR. BROWN:

Q. So now, when there was the passing by, you believe it would have occurred right by the bar where Mr. Brown could have been working.

Is that fair to say?

A. No. It did not occur at the bar. It occurred on the bottom of the steps leading up to the bar. Because the destination I was headed and the destination she was headed, that was the meeting point, which would not be at the cocktail platform whatsoever. I was going across the main floor. She was going up to the bar, and right at the stairway going up to the bar is where we crossed.

Q. And how far away from the bar is that stairway where you would have crossed?

A. Approximately the distance between me and you, maybe four feet.

Q. And then it's your testimony that you guys were walking opposite directions?

A. Yes.

Q. And I believe earlier you had said you were behind her. So it is possible you were ever behind her, or no, because you would -- when you passed -- and again, if you and I are walking

Page 31

towards each other and we pass, we never have faced to back. We'd both have faced opposite direction.

Is that accurate?

A. The direction the way we ran, I ran into her -- between her side and her -- the back of her body, to the side of her body, kind of at an angle.

Q. Since the date of the incident, have you ever communicated with Mr. Brown about what he saw that evening?

A. We did exchange a couple of Facebook messages on a one-time occasion. I don't know the exact date. It was quite a while ago.

Q. After the November 18th date, when were you first told that you were being suspended?

A. I was told the next afternoon, November 19th. I was informed by General Manager Manny, a phone call from him to me, to say that Pete Eliades just suspended me.

Q. What did you do next?

A. On the day of the 19th, I believe I asked Manny if I could possibly talk to Mr. Eliades, if I could -- what do I do next? I was looking for a little guidance because this was a new thing to me since I have never -- in all my years of working, I have never not only not been suspended, I never even

Page 32

been written up on a job. So this was new territory for me, so I basically asked Manny for a little guidance. What do I do here? This is ludicrous. What I should I do?

He said, Well, let me set something up with Pete, Mr. Eliades, and we will have a meeting and figure it all out.

Q. Did you ever call Mr. Eliades?

A. Yes.

Q. And when was the first time you called Mr. Eliades?

A. I would say probably a day or two -- a day or two after the 18th, maybe the 20th or 21st. I was unsuccessful to get ahold of him. I called his home.

Q. Did you talk to any other employees other than Manny and Mr. Eliades to try and get your job back or to find out what was going on?

A. After a certain period of time, I did ask quite a few managers who had a little more personal contact with Mr. Eliades if they could at least find out if there was going to be an investigation, if there was going to be a meeting, because several attempts I made to get ahold of Mr. Eliades was unsuccessful.

Page 33

So I asked some people who have, you know, family members of his that would have a little more contact with him outside of Olympic Garden, Hey, can you at least ask him if I can have a meeting or something, because basically my calls went unanswered.

Q. And do you recall how long you were suspended before you were, in fact, terminated?

A. Yes. Approximately two and a half months.

Q. And in the discovery you gave the date of January 20th as the date you recall is your termination?

A. I believe that's the date, yes.

Q. And during your suspension -- let's go back to you said you did finally get ahold of Mr. Eliades one day?

A. Yes.

Q. And what was that conversation about?

A. I just asked him what the status was. Thanksgiving was coming up. I want to know if I could go home for Thanksgiving to Chicago, if I was going to be working.

He said, I can't put you on a schedule because, you know, of what happened.

Page 34

And I said, Well, I would like to have a meeting to at least describe or explain or --

And he said, No, I cannot do that. My attorney says I cannot ask you or talk to you anything about this investigation.

Q. And did Mr. Eliades ever tell you he would try to speak with Ms. Fuentes?

A. He informed me that he could not speak to me or Ms. Fuentes.

Q. Did Mr. Eliades ever tell you that you might want to resign?

A. No.

Q. Is it fair to say that prior to your separation with Olympic Garden, you had a good relationship with Manny?

You'll forgive me, I struggle with the last name, so would you know who I speak of when I say "Manny"?

A. Yes. Yes, I believe the relationship I had with Manny, I believe, was excellent.

Q. And during the time of your suspension, were you able to speak with Manny at all?

A. Several times, yes.

Q. And did Manny ever tell you he was trying to help get your job back?

Page 35

A. Well, technically, when I talked to him, I was still suspended, so I wasn't terminated yet. But I was more kind of using him as a go-between because Mr. Eliades was so difficult to get ahold of.

And Mr. Eliades specifically told me, you know, Hey, you're not going to be able to reach me too much, so whatever you need to say to me, just say to Manny.

So I would communicate with Manny about possible meetings, possible discussions. What's the story of my job? Do I have a job? Should I go look somewhere else? What's going on? I haven't heard a word.

Q. And what would Manny tell you?

A. He would say, Let me talk -- let me talk to him" -- we'd call him Mr. Pete. He would say, Let me go talk to Mr. Pete and see what can be done.

But I've never gotten any results from that. It would be the same answer from Manny almost every time.

Q. And this whole time Mr. Eliades was refusing to meet with you; correct?

A. Like I said, it was very difficult to get ahold of him. I did one time, or possibly twice was

Page 36

able to catch him on a cellular phone, and he would tell me where he was at, and I did meet him on two different occasions.

Q. Let's go to the first of those two occasions. Where was that?

A. I believe the first one was at Opa Restaurant. I believe it's on Sahara.

Q. And when was that?

A. That was approximately three or four weeks after my suspension, maybe, I would say, December.

Q. And did he maintain what I believe you said earlier, that he wasn't allowed to speak about it because of advice of counsel, or did he speak to you about the incident?

A. I believe his exact words were, I can speak to you about the weather, I can speak to you about anything else, but I cannot speak to you concerning this investigation or anything surrounding it.

Q. So is it fair to say that consistently, from the day of your suspension to the day of your termination, that Mr. Eliades refused to speak to you about this incident?

A. Yes, he did refuse to speak to me about

Page 37

the incident, but he did make comments considering my possibly coming back to work at Olympic Garden. He just could not specifically talk to me about any type of investigation or interviews or meetings.

Q. Did Manny ever tell you that he was going to try to talk to Ms. Fuentes and smooth things over?

A. Yes.

Q. So Mr. Eliades would occasionally tell you he was going to try to see if he could get you the job back, but he never told you you are going to start again this day or anything like that?

A. His exact words were that he spoke to Ms. Fuentes, she stated she could not work with me. He said he was continually --

Q. I apologize for interrupting, just when you say "he" at the beginning, is that Mr. Eliades or --

A. Yes.

Q. -- or Manny?

A. Yes. Mr. Eliades stated to me that Mr. Eliades spoke to Tina Fuentes. She said she could not work with me. Mr. Eliades said he would continually try to talk to her and see if we could somehow get it to a point where she feels she

Page 38

could -- Tina could work with me.

Q. And do you believe -- strike that.

Did Mr. Eliades ever schedule a meeting with you and tell you he wanted to talk to you about your return for employment?

A. He did call me once on my cellular phone. He was at a restaurant, I think it's called Macayo's on East Charleston. I did meet him there. He said, "I just want to reassure you that, you know, you are still my friend. I still appreciate all the work you did for me, but my hands are tied because Tina Fuentes says she cannot work with you. So I'm going to work something out. I have some other clubs coming up here in town. Just hang in there and we will get this done.

Q. Did he ever schedule a meeting to meet with you and not show up at that meeting?

A. Yes.

Q. Where was that?

A. Both of those occurred at Olympic Garden. I don't know the exact dates. I do know one was in mid February, and we communicated about different aspects of what had been happening. He said he would get the people involved in this together at Olympic Garden. He gave me a date. He gave me a

Page 39

time.

I showed up and communicated with Eleni Eliades, who is the daytime manager, let her know I was there for the scheduled meeting, sat for 20, 25 minutes both times, nobody showed. Reconfirmed with Ms. Eliades if somebody does come for this meeting, can you call me so I can come back. And never heard anything and nobody showed up either time.

Q. Do you know who owns Olympic Garden?

A. I have never seen the actual paperwork of who the owner is. All I know is throughout these years that I have been employed by Mr. Eliades, that any decisions that needed to be made or any big changes in policy or anything at all, we would have to go to him, and he was the final say as to what occurred at both properties that I was employed by him at.

Q. And do you know what other gentlemen's clubs Mr. Eliades owns?

A. Once again, I don't know. I've never seen paperwork, but it's basically been through the managers at both establishments that he did have a part of a couple difficult clubs, the Hustler Club, also Ultra Lounge, which was formerly called

Page 40

Seamless.

I believe he even told me directly that he had a financial interest in those clubs and he wanted to employ me there to implement his -- the way he wanted things ran.

Q. And did he do that before or after your termination over the Ms. Fuentes incident?

A. It would be more toward the end and mostly after my termination he was going to place me into these two establishments that he claimed he was part owner of. Near the end of my -- the time period between my suspension and termination, when he continually, and I'm quoting him now, couldn't get any progress with Tina Fuentes. Then he started suggesting, Hang in there. I have a couple more places coming, and we'll get you in one of these spots with a very good job.

Q. And when you worked at Sapphire's at the beginning, you know that the Eliades family owned an interest in Sapphire's; correct?

A. Once again, I never saw ownership papers, but I was under the firm belief that he was an owner, yes.

Q. At some point in time did you become aware that, in fact, he was no longer -- or his

Page 41

family no longer had any involvement with Sapphire's?
A. Right. And I think that was pretty available information through the local media, through newspapers, of a lawsuit between the two owners, and Mr. Eliades was no longer an owner.
Q. And did you similarly become aware that Mr. Eliades or his family or any interest that they had in the Hustler Club or the Ultra Lounge was terminated as well?
A. I never have -- I've never gotten information that their ownership was terminated at those establishments, no.
Q. You know who owns the Hustler -- you know who the primary owner of the Hustler Club is, don't you?
A. Yes, I believe so.
Q. And who is that?
A. I mean, I was under the -- Larry Flint was main, and there was a gentleman -- his name is on the tip of my tongue, but if you said it in a second, I would know it, but I don't know. I'm not recalling his name.
Q. But Hustler is a well-known nationally recognized brand; correct?

Page 42

A. Yes.
Q. And it's common knowledge that it is owned, in fact, by Larry Flint?
A. Right.
Q. Now, when I asked you in the same interrogatories, you remember when I asked you about the emotional distress, and you said that the reason you got the emotional distress is because Mr. Eliades set up these appointments and failed to show.
Is that accurate?
A. That's one of the factors of the emotional distress, yes.
Q. As a result of the emotional distress, what doctors have you seen?
A. I have not seen any doctors.
Q. As a result of the emotional distress, what counselors have you seen?
A. Counselors, no counselors.
Q. And what has been your treatment? You just are self-medicating or --
A. Yes. Just trying to figure out a way to move on with my life and just had to, you know, find ways that I can overcome this and move forward.
Q. And I believe you said as well that

Page 43

you at one point had an agreement with Ms. Fuentes to try to meet with her.
Is that accurate?
A. I believe the date was February 15th. She had called my cellular phone. Let me backtrack just a second on that.
Mr. Eliades suggested that I communicate with Tina Fuentes to set up a meeting, and if she could come to an agreement with me, that, yes, we could work together, then he would bring me back to work. So she scheduled a meeting on February 15th, 2010, and I did show up for that, what I thought was going to be a meeting.
Q. Now let me back up.
A. Okay.
Q. When you first started an exchange with Ms. Fuentes, was it you who reached out first or her that reached out first?
A. At the suggestion of Mr. Eliades, I left a letter for her at Olympic Garden.
Q. Was it a lengthy letter?
A. Yes. I believe it was three or four pages.
Q. And in that letter did you, in fact, make statements about repercussions if she didn't work

Page 44

things out with you?
A. I don't believe anything as far as a threatening nature whatsoever.
Q. Did you tell her you were going to sue her?
A. I don't think I used those exact words. I think I said the time has come where I need to start seeking legal advice and possibly getting an attorney. I don't know if I specifically said, I'm going to sue you, but I --
Q. And how did the meeting get scheduled with Ms. Fuentes?
A. I showed up on Mr. Eliades' suggestion. I did show up on February 14th, 2010, at Olympic Garden. Tina Fuentes did see me, and I had not seen her whatsoever in quite a lengthy time; so I could tell by her body language that she had no interest whatsoever in talking to me.
So while she was at the bar, I took the letter. I placed it on the bar and asked her to read it and directly walked out of the building.
Q. So prior to the February 14th, you hadn't actually spoken with Ms. Fuentes?
A. February 14th was the phone call. She called my cell phone when she got receipt of the

Page 45

letter. That is the first and only time with the exception of the next day, that I had spoke to her since the original allegations.

Q. And during that phone call, she said let's get together on the 15th?

A. She stated she worked, I believe it was 8:00 o'clock p.m. the next day. Let me call Mr. Eliades. Let me -- you know, she was very heart felt in her conversation. She was in tears and apologizing and said, I read your letter and I feel so bad of what this has caused you, and please, I'm so sorry. Come in tomorrow at 8:00 o'clock. I want to apologize to Mr. Eliades over what I did, and other people got involved with this, and it was out of my control.

So she basically invited me the next day, which I assumed was going to be her and Mr. Eliades.

Q. And then when you showed up at that meeting the next day, she had no interest in talking to you?

A. I did show up, and knowing from her behavior patterns, I know what she is absolutely capable of; so I immediately contacted Eleni Eliades, the manager, let her know my purpose of my visit. Let her know that I was going to sit in a --

Page 46

they have a thing called a garden room, which is a separate room with no doors. It's in plain view.

I said, I'm going to sit there. I'm here to meet Tina, and I sat at that chair and waited for Tina to -- she was working, so I waited for her to make a visual contact that I was there for the meeting.

Q. And what happened when she made a visual contact?

A. She basically walked around for five or ten more minutes, and then her and Eleni Eliades approached me, and Tina Fuentes was in hysterics about why are you at my workplace? Why are you stalking me? I want the police called? This is not acceptable, something of that nature.

Q. And after that encounter with Ms. Fuentes that led for emotional distress, did you seek any doctors for assistance?

A. No.

Q. Did you seek any kind of emotional counseling?

A. No, I don't believe so. I did visit a gentleman downtown who -- but I don't know the time frame. I don't think this was over this incident. I visited a man named Eddie Walters, who's a

Page 47

gentleman who's got a little office downtown. He is kind of like a -- I don't know if he has any kind of medical experience, but he does talk to people that are going through stressful times, but I specifically can't say it was over this incident. This was quite a few years ago. This may have been three years ago.

Q. During the six months you worked at Olympic Garden, how much money did you make in 2011?

A. Wait a minute. Your question is a little bit contradictory. You said how much did I make in 2011?

Q. I'm sorry, 2 -- it is -- it's not contradictory. It's just wrong, my question.

In 2009, how much money did you make during the six months you worked for Olympic Garden?

A. In the six months -- because my salary was considered salary and tips, between the combination of the two, or are you talking strictly salary or everything combined?

Q. I'm talking income -- your income for the six months you worked --

A. So salary, wages, tips?

Q. Absolutely.

A. I would say probably 45-, 50,000.

Page 48

(Whereupon, Exhibit 2 was marked for identification.)

BY MR. BROWN:

Q. I'm going to give you what we'll call Exhibit 2 and ask you to take a look.

For the record, I have shown you what is, in fact, your 2009 tax return; correct?

A. Yes.

Q. Does this document look familiar to you?

A. Yes.

Q. You believe this to be your 2009 tax return?

A. Yes.

Q. And do you see line No. 22, which is the line that says the amount of total income?

A. Yes.

Q. Could you read that number?

A. $27,823.

Q. After reviewing your tax return, is it, in fact, your testimony that the $27,823 number is accurate, or do you believe that number is inaccurate?

A. I believe that's an accurate number of what is put onto our paychecks, yes.

Q. But you understand when you file a tax

Page 49

return, you swear a similar oath to the one you took today and you swear it to be true under the penalty of perjury and that's committing a federal crime; right?
A. Correct.
Q. And you understand that your taxable income include your tips?
A. Okay.
Q. And is it your testimony that you would have made $27,823 as income, or do you believe this number to be inaccurate?
MR. KIRSHMAN: It's a compound question. Why don't you break it up.
MR. BROWN: Very fair.
BY MR. BROWN:
Q. Do you understand when you fill out a tax return, you have an obligation to tell the truth?
A. Yes.
Q. You understand you have an obligation to include tips, salary as well --
A. Yes.
Q. -- as part of your income? You understand it's your obligation to report your income?
A. Yes.

Page 50

Q. In 2009 you did file a tax return?
A. Yes.
Q. And in 2009 you would have tried to follow the law and give the most accurate information you possibly could give to the IRS; right?
A. I would say to a degree, yes.
Q. Is it your testimony that you were untruthful on your 2009 tax return?
A. I think in this industry -- I'm sorry.
MR. KIRSHMAN: Untruthful, why don't you break it down.
BY MR. BROWN:
Q. Is it your testimony that the number you swore was truthful when you filed your 2009 tax return is, in fact, inaccurate?
A. I would say no, it's not truthful, because it's an industry standard among thousands and tens of thousands of people in this industry for -- in all industries in Las Vegas for many, many, many years that tip pools only get partially reported on your actual tax returns. So this is an industry thing which involves, I would say, hundreds of thousands of people in Las Vegas.
Q. And please understand --

Page 51

MR. KIRSHMAN: He's answered the question.
MR. BROWN: Okay. I'm going to ask another question now, okay, Mr. Kirshman?
BY MR. BROWN:
Q. Please understand, Mr. Lutes, I understand there are all sorts of people that commit all sorts of crimes in this world.
A. Yes.
Q. I'm not worried about the industry standard. I'm only going to ask you about you right now.
A. Right.
MR. KIRSHMAN: I'm going to object to your term -- your terminology "crimes." It's not necessarily a crime.
MR. BROWN: Fair enough.
BY MR. BROWN:
Q. Is it your testimony today that you underreported income on your 2009 tax return?
A. Yes. I just reported what was on my check.
Q. How much do you believe you underreported to the IRS?
A. About $15,000.

Page 52

Q. Do you have any intention of amending your tax return to tell the IRS that you didn't put the accurate information down?
MR. KIRSHMAN: Objection.
You don't have to answer that.
BY MR. BROWN:
Q. Was it common practice for you to underreport your income on your other years of tax returns?
A. I believe I -- I believe that is something I would have to look into my prior tax returns for and --
Q. So -- and I apologize. I know I asked it, but I just want to make sure I'm clear.
It's your belief you underreported $15,000 of income, approximately?
MR. KIRSHMAN: You don't have to answer that because when you say "underreported," you're assuming that he has the knowledge of a tax preparer, and it's not proper foundation.
BY MR. BROWN:
Q. Terrific. We will take our time with this. So let's back up. We've got all the time we need.
Now, how much would you guess in 2009 you

Page 53

made in salary?
A. Just in salary?
Q. Just in salary.
A. I would say maybe $20,000.
Q. How much would you guess in 2009 you made in tips?
A. About 20-, 25,000.
Q. So 20-, to 25,000. Did you keep track of your tips?
A. Not very accurately, no. Periodically, I would jot down what we made in certain weeks just to see what weeks were more beneficial to us or --
Q. Did you have an accountant assist you with the preparation of your tax returns?
A. I just had a gentleman -- I went to a gentleman with my W-2s and asked him if he could prepare it for me because I don't know how to do the forms.
Q. Did you speak to anyone else regarding the amount you were going to include in your tax return?
A. No. Just the tax guy that I had went to.
Q. Did you tell the tax guy that, in fact, you believed you made approximately 40- or $45,000?
MR. KIRSHMAN: Objection; you better

Page 54

establish that he talked to the tax guy.
MR. BROWN: I believe he just said that he talked to the tax guy.
BY MR. BROWN:
Q. When you went to see the tax guy, did you just hand him papers or did you talk to him?
A. Pretty much just handed him the papers, my W-2s, and it was a very simple procedure since it was only one job, so it was very quick for him to do what was on my W-2s. I did not talk to him about the tip pool or what the -- anything in that nature.
Q. Is it fair to say that if you don't tell him what you made in tips, the tax preparer would have no idea what you made in tips?
A. That's correct.
Q. They don't give you a W-2 on tips, do they?
A. Well, the W-2s include part of our tips. I just don't know what percentage they are claiming for us on our taxes.
Q. And it's your testimony that you made additional to the amount that they declared in tips and elected not to include that as income?
A. Yes.
Q. And again, when you fill out the tax

Page 55

return in 2009, you knew you were under oath and you had an obligation to tell the truthful amount of what you earned?
MR. KIRSHMAN: Asked and answered.
BY MR. BROWN:
Q. Go ahead and answer it again, please.
A. Same answer as before, yes.
BY MR. BROWN:
Q. Let's go back to your 2008 tax return --
MR. KIRSHMAN: Before you ask another question, can we take a break?
MR. BROWN: Absolutely.
(Off the record.)
BY MR. BROWN:
Q. First, and we will go right back to the tax stuff. I just had one other point of clarification.
The first job you ever got at a gentlemen's club, was it at Sapphire's or somewhere else?
A. The first employment I ever gained at a gentlemen's club was the Sapphire Club.
Q. And do you recall when I asked you and -- strike that.
You got that job through the assistance

Page 56

of Mr. Eliades. Is that fair to say?
A. Yes.
Q. And do you recall when I asked you in your admissions if you had any experience working in any gentlemen clubs prior to being assisted with employment by Mr. Eliades, you said no, that wasn't true?
A. I believe the form of the question, it did not state whether I was under the assumption it had to do with Olympic Garden. I don't think he clearly stated on there.
Q. I will ask you to please read question No. 11 again, and I apologize. You know, it's just because it was inconsistent. I didn't think I needed to have it, but I can make a copy if she doesn't. It's request for admission No. 11.
A. Right. Under question No. 11, I assumed you were talking about Olympic Garden. It does not state; so because of the case at hand here, I thought you were talking had I worked at a gentlemen's club before being assisted by employment of Mr. Eliades at Olympic Garden.
Q. But doesn't it, in fact, say in adult gentlemen's clubs, in general? It does not say any specific club.

Page 57

A. Working in an adult gentlemen club prior to being assisted with employment with Mr. Eliades, and I assumed you are talking about Olympic Garden.
Q. But --
A. If it would have stated was employment at Sapphire, the answer would have been no, I did not have any gentlemen club experience before 2002.
Q. So Mr. Eliades is the first person to open a door for you to get a job at a gentlemen's club?
A. In 2002 at the Sapphire, yes.
Q. And I apologize, I might have asked and answered this, and you will excuse me, Mr. Kirshman, if I ask it again.
What was the name of the individual who helped you prepare those tax returns?
A. I know his first name is Steve.
MR. KIRSHMAN: Don't guess, because we can find that name and provide it to you.
THE WITNESS: I only talk to him once a year. Steve Parlak, P-a-r-l-a-k.
BY MR. BROWN:
Q. And I understand you weren't expecting that question. If later on today you find out that isn't, in fact, the name, would you please let

Page 58

Mr. Kirshman know and he can give me the names.
Do you have a telephone number for Mr. Parlak's office?
A. Not offhand.
Q. Do you know where his office is physically located?
A. I believe it's on Windmill or Warm Springs. I know it starts with a "W."
Q. And do you know the name of his business?
A. I do not.
Q. And is that information you could get to give to Mr. Kirshman to provide to me as well?
A. Yes.
Q. And for what years did Mr. Parlak assist you with preparing tax returns?
A. I believe since 2002, 2002 through --
Q. And again, so we're clear, it's your testimony that in general you would never speak with Mr. Parlak, you would just hand him a stack of papers and tell him to do his best -- I apologize.
You would just give him the papers and have no communication with him?
A. Yes. It was -- according to him, it was just a very simple form. Not married. I don't have any extraneous stuff that would include other forms

Page 59

and a lot of diligence on his part. It was basically just a W-2 from one place of employment.
Q. Let's go back to 2008, and I'm going to show you what we will call Exhibit 3.
(Whereupon, Exhibit 3 was marked for identification.)
BY MR. BROWN:
Q. And, of course, you will forgive me with common sense, in your tax return, your accountant, of course, has given his name and information. So I no longer need any assistance to contact Mr. Parlak.
A. That is the Warm Springs, okay.
Q. Do you recognize this form?
A. Yes.
Q. Do you recognize your signature on it, on the last -- I don't know if it was the last page of this one. I believe this is a signed copy that you gave me; so this is what was provided to me.
Do you believe this to be your 2008 tax return?
A. I don't see my signature, but yes, I believe this is mine.
Q. And again, I just want to make sure you're comfortable. This is what was provided to me, so if you want to take a break to look at the

Page 60

documents you gave to your attorneys, I have no issue with that.
A. Yes. I believe this is my tax return.
Q. In 2008, how did you financially support yourself?
A. In 2008, I had not gained employment through different efforts, and I just did whatever -- whatever I could. Like I said, I gambled. I played a lot of poker. Just trying to make little ends meet until somebody would open the door for opportunity in my field or in a general field that I felt would have -- I could have gained employment in.
Q. Did you do some odd jobs to make money?
A. Just through the gambling aspect, through playing poker.
Q. And you were able through playing poker to win money to live and support yourself?
A. Not especially. I don't think I was a winning player at all.
Q. So in 2008, if I understand correctly, you had no job?
A. Correct.
Q. And you lost money gambling?
A. I didn't keep accurate records. I'm sure

Page 61

I went through periods of time where I might have made money and periods where I had lost money, but overall, I don't think it was substantial in either way.

Q. I guess I'm confused, Mr. Lutes, because a moment ago you testified that you were able to support yourself by, you know, some odd winnings in gambling and playing poker, and now your testimony is that you lost money gambling in 2008 over the course of the year.

So which is it? Did you make money to support yourself, or were you negative money for 2008?

A. I'm not 100 percent sure. I know either direction it wasn't a substantial number that would stand out as yes, I was a winning player or yes, I was a losing player. I struggled a little bit financially obviously because I had not gained employment.

Q. But you did have enough money to go gamble?

A. Yes.

MR. KIRSHMAN: What's the relevance of that? I mean, that's just a nonsense question. You did have the money to gamble.

Page 62

MR. BROWN: Listen, I think the relevance of the question, Mr. Kirshman, and I think you understand, your client has already testified that he lied about his income in 2009 --

MR. KIRSHMAN: No, he damn well did not.

MR. BROWN: He damn well did.

MR. KIRSHMAN: Then let the record speak for itself.

MR. BROWN: Absolutely, the record will be crystal clear on that issue. He already said that for 2009, then in 2008 -- you were just sitting here, Mr. Kirshman -- he said he supported himself by making money through gambling, and now, when he's starting to figure out what I'm getting at, he says, Well, I guess I lost money for 2008.

THE WITNESS: I don't believe I ever said I supported myself by it.

BY MR. BROWN:

Q. Then how did you financially support yourself in 2008?

A. I had the assistance of some people that would help me out.

Q. So someone else would pay your bills in 2008?

A. Several times, yes, or lend me money to pay my bills if was a bad period of time.

Page 63

Q. And it's your testimony that prior, then, to working at Olympic Garden, you went 18 months without earning a single dollar?

A. Like I said, there were different periods of time that I did, and it was offset by times that I didn't, so overall, it was not something that I could put my finger on to say whether I supported myself or didn't. I asked for the assistance of several people during this time period.

Knowing my relationship with different people in this town, I was hoping to get back into work, and this industry that I worked in is a very tight knit industry. There wasn't a lot of doors open in this industry. I was just waiting for the right opportunity to get into the right place.

Q. Have you ever declared any winnings from gambling on your income tax returns?

A. I think there's been certain times I've hit small jackpots or something, and I have to fill out a form called Certain Gambling Winnings, maybe a football contest or something that is over $599, I believe I had a football contest, I believe, several years ago. There's been a few occasions or a poker tournament that I won maybe over $599 where I fill

Page 64

out a form called Certain Gambling Winnings.

Q. And I'm very familiar with those forms, but is it fair to say that, but for the forms a hotel made you fill out, on your own you've never filled out a declaration of gambling winnings to report as income?

MR. KIRSHMAN: If you've got a recollection about that, you can answer it. If not, don't guess.

THE WITNESS: No, I've never filled out a gambling. I've never won any kind of substantial money to be able to do that. I would hope I'd be in that position, but unfortunately I haven't had an opportunity to make a big score where I would have to do that.

BY MR. BROWN:

Q. And you have been unemployed since the day of your suspension at Olympic Garden.

Is that fair?

A. I have been unemployed since my suspension, correct, yes.

Q. Again, do you recall the interrogatories I sent out to you?

A. Yes.

Q. Do you recall one of the questions being

Page 65

to list all the places you submitted a job application?
A. Yes.
Q. And I noticed after reviewing those applications, you, with the exception, I believe, of the Hard Rock Hotel --
A. Uh-huh.
Q. -- you only applied for jobs at gentlemen's clubs. Is that fair?
And if you want to refresh your recollection, I'm happy to provide --
A. Initially, it was I wanted to stay in the industry that I had years of experience in. Eventually, I branched out a little bit. I believe I applied at the Palms Casino in the poker room as a poker manager, floor manager.
Q. And I apologize, it is correct, the Palms Casino as well as the Hard Rock. So you did apply at two casinos.
But are all the other establishments you listed, in fact, gentlemen's clubs?
A. Yes.
Q. When you applied to these jobs listed, were you taking the initiative on your own to see if they were looking for employees, or were you, in

Page 66

fact, answering ads?
A. Probably a combination of both. Several places I went to directly and inquired about employment. There's other times I would see something posted for a job fair or get word of mouth in the industry that somebody could possibly be needing a new manager, somebody was on the way out. So a combination of those three, yes.
Q. Which of the venues that you applied for were you actually responding to an ad that you saw on the newspaper, television, anywhere else?
A. If I -- could I peek at the list? I don't --
Q. Absolutely.
A. -- I don't know if I've ever just responded to an ad. Actually, I don't think I've ever seen an ad for gentlemen's club hiring.
Q. And that may be the case. I don't know how it works.
A. I don't believe they advertise at all. It's just word of mouth in the industry.
Q. So it's your testimony that you never -- to your recollection, you never saw an ad and you went to that place to try and get a job?
A. I've seen advertisement for places and

Page 67

with that list of the phone number and address, and I would go to that place if I felt, you know, it was a place that needed somebody or was hiring. But as far as like an ad that said, We're hiring, I don't believe I have.
Q. And let me ask you, why didn't you apply at any other types of businesses to try to get a job?
A. Mainly because since 2002 this has been my background. This is the craft that I have tried to perfect, and this is the business that Mr. Eliades promoted me to the very highest level in my field. With the exception of being a general manager, I kind of rose to the top of my field.
So to get into another field, which I was open to do, and as time went on, I was absolutely open to any suggestions for employment, but in my field, I was considered one of the best.
Q. And again, the time you worked for Mr. Eliades in Olympic Garden, I believe was a little under six months.
Is that fair?
A. This was just at Olympic Garden, yes, and I had worked for him at Sapphire.
Q. And is it your opinion you're qualified

Page 68

to do any other work but work at a strip club?
A. Yes, I believe I can work anywhere else.
Q. And don't you think perhaps after being out of work for two years, you may want to try and look at a different field to open up the range of possible jobs?
MR. KIRSHMAN: Objection; you are asking him to speculate. It's not relevant at all.
BY MR. BROWN:
Q. Go ahead and answer the question.
MR. KIRSHMAN: Answer it, if you can.
THE WITNESS: No problem. I've branched out. I've tried to get jobs in the casino industry. The unemployment commission also had a thing, I believe, called "Job Connect" where they were attempting to find employment for me. And they've never contacted me about employment that they had available for me. So I was -- I do have casino experience from the past. I would --
BY MR. BROWN:
Q. How many job applications would you guess you filled out this week?
A. This week, zero.
Q. And let's go back to February. How many job applications would you guess you filled out in

Page 69

February?
A. Of 2011?
Q. No, 2012.
A. 2012, excuse me. I filled out an application, I interviewed at a place called Cover Girls in Las Vegas.
Q. And you actually filled out the application?
A. I filled out the application, and I had an interview with the general manager.
Q. And where else did you apply for jobs in February of 2012?
A. February 2012, I don't believe I filled another application. I've been contemplating moving back to Chicago, and I'm on the short list at quite a few different establishments here, and I was led to believe that even this place Cover Girls, for the last few months, they told me that knew about me. They knew about my background, and they told me I was No. 1 on their list. But unfortunately, they had some licensing problems, and I don't think they're going to be open for another month or two. But I'm very confident things will work out there.
Q. Where did you apply for a job in January of 2012?

Page 70

A. January 2012, I didn't actually fill out an application. I spoke to several people by telephone about employment. I spoke to probably three or four different people to see -- in this industry, especially in the gentlemen club industry, it's not standard to -- I mean, if you walk in and try to fill out an application, you are really barking up the wrong tree. These jobs come about through word of mouth, through a recommendation from a general manager or an owner. So like maybe in the fast food industry, at a Wendy's or McDonald's, you can walk in and fill out an application.

But these spots, the actual physical act of filling out an application is something that is done basically after you get the confirmation that you're in line to be hired. You can turn in a resume to places and all that, but actually filling out an application is usually the opposite with the last part of a process.
Q. And I guess, Mr. Lutes, you know, my question and my confusion is after how long do you think is an appropriate time to possibly look at a different field and focus on a different field?
MR. KIRSHMAN: Objection; you are asking him to speculate.

Page 71

BY MR. BROWN:
Q. Go ahead, you can still answer.
A. That's a very fair question, and that is something that's definitely entered my mind, but the assurances I'm getting from different places is I'm next guy up on their list, so I want to continue my livelihood in this industry. If I'm on a short list of the three or four different places, maybe I need to hold off going back to Chicago and finding work, or because I fully am prepared to work, and I think, given the indication, that in the coming month or two I will be employed.
Q. How have you financially supported yourself since November of 2009?
A. Basically, I've got assistance from my father as far as staying afloat.
Q. And that's what you have lived off of since 2009?
A. Well, I mean, I don't know if it's much living, I mean, as far as he's been assisting me with paying my bills and under the assumption that I'm going to be working soon, which unfortunately has been prolonged now, but I mean, it could happen any day that the short list, as they say, I'm -- now I'm next on the list, so -- but, no, he's been

Page 72

helping me very, very much.
MR. BROWN: Go ahead, if you want to take a break or if you want to discuss --
MR. KIRSHMAN: No. I want to just give him a note.
MR. BROWN: That's fine.
BY MR. BROWN:
Q. Did you get compensated with unemployment in 2010?
A. 2010, yes, and then part of 2009 as well.
Q. Do you still find yourself with enough pocket change to gamble this year?
A. With my own money, no. I've been through some severe financial times the last two years. I've had to foreclose on my home, and I filed for bankruptcy about a year and a half ago.
Q. So you no longer play poker, is that your testimony?
A. Occasionally, if I find a way to play, I will play, yes.
Q. And where do you commonly play?
A. I play a lot at the Bellagio. I play a lot at Aria.
Q. And what stakes do you usually play?
A. It's considered one/three, or two/five.

Page 73

One dollar/three dollar or two dollar/five dollar.
Q. And since 2009, have you been positive money from gambling or negative money from gambling?
A. Once again, I don't think it's essential in either direction. It's -- I think I'm pretty much a break-even type player.
Q. And I believe during the interrogatories I saw that you had said one of the places you applied for a job was at Sapphire's again; is that true?
A. I didn't fill out an actual application, but yes, I did speak to the general manager there and let him know my intentions. I would like to come back to work there since I had worked there in the past.
Q. And when you say you spoke with the general manager, would that be John Lee?
A. Yes.
Q. And if I told you that I spoke to Mr. Lee and he said he never spoke to you about employment there, would that --
MR. KIRSHMAN: Would that make any difference if he didn't want to get involved?
THE WITNESS: If he did say that, that would be a completely false statement on his behalf.

Page 74

BY MR. BROWN:
Q. And, in fact, would it surprise you that -- well, let's go -- the first time you worked at Sapphire's, why did you quit the first time?
A. The first time I left was after the lawsuit between the two owners. Now the new regime took over. They brought in kind of their own people. I was always kind of dubbed as Mr. Eliades' guy because he's the one who hired me. So it was very difficult to get a fair shake with the new regime because the rules had changed. The policies had changed quite a bit.
Q. And again, if I told you that Mr. Lee said the reason for your lack of being able to get a job there was because you had previously quit, would that surprise you?
A. Not at all. No. I mean, it would surprise me because they did bring me back to work after -- and I resigned the first time, and they did bring me back a little bit time later, so no, I wouldn't say --
Q. And then you quit a second time; right?
A. Correct.
Q. Have you ever asked Mr. Lee why you didn't get the job?

Page 75

A. No, I've never asked him why I didn't get the job. I was under the impression of being an employee there twice. There are employees there who have been employed there three or four times. So the possibility of him bringing me back to work was there because they've had employees that have left on two, three, four different occasions and always were able to gain their employment back there.
Q. Would it surprise you --
MR. KIRSHMAN: Let me just -- I'm going to give you an instruction. If he asks a question of, Wouldn't it surprise you, unless you can give a definitive answer to that, I don't want you to answer it.
THE WITNESS: Sure.
BY MR. BROWN:
Q. Are you aware of the fact that prior to me telling Mr. Lee about the reason for your separation with Olympic Garden, he had never heard the story?
A. Would it surprise me if he says he didn't hear it? I don't understand. Can you repeat the question?
Q. Are you aware of the fact that Mr. Lee had no knowledge of the reason for your termination

Page 76

at Olympic Garden until I told him?
A. I have no knowledge of whether he knew about it or not. It would be preposterous to believe that he didn't know anything about it, but I would have no knowledge whether he knew about that -- of my separation with the Garden or not.
Q. After your separation from Olympic Garden, were you aware that there were economic problems going on throughout the country?
A. After my separation in 2010?
Q. In 2009, I believe, or --
A. The termination is in 2010 --
Q. -- separation and the termination, both accurate?
A. Yes.
Q. And you're aware that unemployment rates are high in Nevada?
A. Yes.
Q. And is it possible, in your mind, that some of the economic hardships contributed to your inability to get a job?
MR. KIRSHMAN: Objection; Counsel is just testifying.
You don't have to answer "is it possible" questions.

Page 77

BY MR. BROWN:
Q. I will rephrase the question to make you happy, Mr. Kirahman, out of respect for you.
Do you believe the current economic status of the country has impacted your ability to get a job?
A. I would say maybe the places that I have applied for in the past year, but the other places that I applied for, I had oral assurances from Mr. Eliades, so I don't think it mattered what state the economy was in. He assured me that I would be working at one of these other establishments.
Q. After leaving Olympic Garden, did you keep in contact with any friends that still worked there?
A. At Olympic Garden, the first month or two there was people I would talk to, Manny quite a bit. The first few months, there was a couple guys there, my fantasy football league that we would meet up once or twice a year with fantasy football, but as far as continuing a relationship with any of the people or talking to them, just the guys on my fantasy football league.
Q. Have you ever heard from any of the guys in your fantasy football league or anyone else that

Page 78

works at Olympic Garden, the state of business since the time of your separation with Olympic Garden in 2009?
A. No.
Q. Do you recall applying for a job at the Hustler Club job fair?
A. Yes.
Q. When would you have applied for that job?
A. I believe it was a few weeks before the grand opening, which, I believe, was approximately, give or take a month, late August of 2009 -- I'm sorry, 2010.
Q. Do you recall actually filling out an application?
A. Yes.
Q. Do you recall applying for a job at Hustler Club?
A. Yes.
Q. When did you apply for a job at Hustler Club?
A. Hustler Club, again, that was a month before the grand opening, which would be -- I don't know the exact date, but October of 2010, I believe.
Q. And did you fill out an actual application for that job?

Page 79

A. Yes.
Q. Do you recall applying for a job at Ultra Lounge?
A. Yes.
Q. When did you apply for that job?
A. It would have been after the -- probably two months after the Hustler, so I would say possibly January of 2011, give or take a month.
Q. And did you actually fill out an application for that job?
A. I don't know if I actually filled out an application, a hard copy, an application, I don't know, because it was more of a word of mouth.
Q. Do you recall applying for a job at Discreet Gentlemen's Club?
A. Yes.
Q. When did you apply for that job?
A. I don't know exactly the date. I know it was right before the grand opening as well, and I just don't know the exact date of that. I would say a year and a half ago, a year ago, possibly.
Q. And when did you apply for the job at Sapphire's?
A. I didn't turn in a physical application. John Lee said he's got all of my information. If

Page 80

they need me, they will call me. Their policies are different there now, he said, so that would have been probably on two or three different occasions via talking to John personally or sending him an e-mail, from my separation at Olympic Garden, probably every five or six months on two or three different occasions.
Q. When did you apply for the job at Crazy Horse III?
A. Crazy Horse III, I applied there on two different occasions. One would have been approximately a year and a half ago, and the other one would approximately be maybe nine months ago.
Q. Treasures?
A. Treasures --
Q. And I apologize. I should say the question properly.
When did you apply for a job at Treasures?
A. Treasures actually has been quite a few different things that occurred. A couple of times it was word of mouth, a couple of times I actually applied online, even for a security host job, which is like a doorman, which is quite a bit less of a job title than I was used to, but because I wanted

Page 81

to at least get my foot back in the door somewhere, I did fill out an online application. I don't know exact date.

I've talked to two or three different people there, and then I interviewed at Treasures for the -- the general manager at Treasures is going to be the general manager at Cover Girls, so I spoke to him about working at Treasures, and then eventually Cover Girls. So I would say on four different occasions I spoke to somebody or put in an application there.

Q. When did you apply at Spearmint Rhino?

A. Spearmint Rhino, I never filled out a hard copy of an application. I have contacted managers there on two occasions over the past year and a half. I don't have exact dates.

Q. Club Paradise?

A. Club Paradise, I never filled out an actual hard copy application. I did speak to a manager there who had a little bit of a hiring authority and gave me the rundown of where they were body-wise and had my contact information if something became available.

Q. The Palms Casino?

A. Palms Casino, I believe I applied there

Page 82

twice. Once was an online application to be a poker dealer, and then I had actually handed a hard copy to a gentleman named Steve McDonald, who was the poker room manager, about a poker supervisor position. And that would have been approximately nine months ago, and a year and a half ago on two different occasions.

Q. And do you have any other experience other than playing poker to work in a poker room?

A. I don't have the actual experience in a poker room because some of my casino jobs, I've been a pit boss and I've been a table game supervisor. I'm familiar with the procedures.

Q. And when did you apply for a job at the Hard Rock Casino?

A. Hard Rock Casino was approximately a year and a half ago.

Q. And when did you apply at Rick's?

A. Rick's I never filled an actual hard copy. I did contact the gentleman who was running Rick's via text message about, you know, I'm available to work. Please consider me for your team, and I never heard nothing from him.

Q. When were those text messages?

A. I believe it was about eight months ago.

Page 83

Q. You also listed a number of places in Los Angeles. If they are all about the same time, I won't ask you about them individually, if you just went down to L.A. for a month or a week. But if they are separate times, I'd like to ask you about them each individually.

A. Yeah. They're pretty much all in the same time frame, in the last six months, after I decided to maybe branch out a little bit, you know, like you say, just branch out, maybe find a new industry. But even though those are gentlemen club industries, income-wise, it would be certainly a lot less than what I would have made here, but -- so those would have all been over the last six months.

Q. You recall -- and again, I'm going to return to your answers to the interrogatories. I don't know if you know, those are the ones that are the questions that you kind of expand on.

And I think you were, you know, being truthful when you say that you don't know if they actually spoke to Pete Eliades, but you were led to believe you were going to get the job. They were going to check with Pete Eliades, and for some reason you didn't end up getting the job and you just assumed he must have said something.

Page 84

Is that accurate or inaccurate?

A. At which establishment?

Q. Multiple establishments. I could go through each one of them, if you would like?

A. Right. Manny had contacted me that Mr. Eliades wanted to employ me. Like I said, Manny was kind of the go-between where if I needed to speak to Mr. Eliades or if Mr. Eliades needed to speak to me, he would contact Manny. Manny contacted me to let me know that Mr. Eliades wanted to employ me at these establishments.

Q. I guess my question is, when I read, for instance, let's say the Hustler Club, the Ultra Lounge, Discreet Gentlemen's Club, in your response you say they told you, Okay, we'll let you know. We're going to check with Mr. Eliades, and then you just never heard from them again.

Is that accurate or inaccurate?

A. That's correct.

Q. They never called you and said, "Hey, sorry, we did hear from Mr. Eliades. He said A, B, and C, we can't hire you"?

A. I have not received one single phone call from any of those establishments after I was to believe that I was to be hired.

Page 85

Q. And do you recall me specifically asking you any defamatory, slanderous statements that Mr. Eliades said regarding --
A. Through the interrogatories, yes, I believe I remember that question, yes.
Q. And I will ask you, and I will give you a copy of this. And this one I do have copies of. It's the last one on No. 7. We don't need to mark this as an exhibit I don't think, unless Mr. Kirshman would like.
I'd just like you to read your response to No. 7.
A. Yes.
Q. And does that accurately reflect what you believe Mr. Eliades may have said about you from a defamatory or slanderous nature?
A. Yes.
Q. And again, to the best of your ability in that answer and as we sit here today, you can't specifically point to a single statement you know he made, you just think he might have made some of those statements?
A. Considering that the hiring authority or the current -- the person who spoke to me about employment gave me the assurance that I was on one

Page 86

occasion hired, the other occasion a very strong suggestion that I was hired. And to say let me just check with Mr. Eliades, so I believe that they did speak to him based on the fact that they never contacted me again after such positive meetings and such positive feedback.
Q. So like all the questions, you just answered that honestly to the best of your ability?
A. Yes.
Q. You weren't aware of anything specifically that he said. In your mind the proof was in the result, but you don't know firsthand that he said anything?
A. I was never physically present during any conversation that they had with Mr. Eliades.
Q. And you said they never called you back?
A. No, not a single time.
Q. So they didn't relay -- since they didn't call you back, they couldn't have told you this is why we didn't hire you; correct?
A. This is correct. I did have a conversation with Manny who --
Q. Not Manny, I'm talking about other employers. I know Manny works with Olympic Garden; correct?

Page 87

A. And he also worked for those two establishments as an advisor or possibly an assistant general manager. I don't know in what capacity. But he informed me after several attempts by me to contact him saying, Hey, these guys haven't called me back at all.
I literally tried to call five or six times at these places with no call back, and then he did inform me a month or two later that, you know, Hey, I don't know what problems the old man has -- or Papa Pete or however he phrased it, but, you know, it didn't -- it's not going to work out for you.
Q. So you believe Mr. Eliades decided you couldn't work at any of his other establishments as well?
A. It could have been his intention in the beginning, but just from my experience of going through the procedures of interviewing, actually training for four or five days at one of those establishments, yes, it's my belief that he had a change of heart.
Q. Which of those establishments did you train for four or five days?
A. I trained at the Ultra Lounge with the

Page 88

manager Greg -- I don't know his last name. Last initial is L, but I don't know, Lucky or Lacky. And the general manager, his name was Skip. I don't know his last name.
Q. Now, also in the interrogatories I asked you about defamatory or libelous, slanderous statements from other employees or anyone else that worked for Olympic Garden that you were aware of.
Do you recall that question?
A. Yes.
Q. And do you recall your answer to that question?
A. Is it on this or a different page?
Q. It is, but I'm happy to help you and Mr. Kirshman as well.
A. It might be in the OG interrogatories, I think.
Q. I've got it right here, just bear with me. It would be again Interrogatory No. 7.
A. Yes, I remember this.
Q. And again, you answered these honestly and to the best of your ability?
A. Yes.
Q. And the defamatory statements that you were aware of were, quote, What if Jeff did this to

Page 89

your daughter and Jeff should do jail time for what he did to Tina.

Are those the two statements you recall hearing?

A. That is two individual statements that I did hear from other employees, yes.

Q. Did you hear other statements as well?

A. Yes.

Q. What other statements did you hear?

A. There would be quite a few of them. To directly -- now, I mean it's two years later, over two years later. It would be more along the lines of, you know, I can't believe what you did to her, anything along those lines that was indicating that I committed this act and I was guilty of this act.

Q. Is there a reason you elected not to include those in your response to my question?

A. I think I just listed the two more defamatory statements.

Q. So these, in your opinion, were the two worst statements that you heard about what had happened?

A. Yes.

Q. Let's go to the first statement, What if Jeff did this to your daughter, who did you hear

Page 90

made that statement?

A. The statement was made by a manager, Johnny Papaconstantino, spells just like it sounds. He said this on several different occasions. Two different waitresses who -- in the following week and month, I was actually at Olympic Garden quite a bit for meetings with Manny considering my employment, and I would have employees coming up to me and saying that these statements were being made against me.

Q. And the employees, Gillian, Mary, Phong, and Janice and Eva told you that Johnny Papaconstantino made that statement?

A. Right. I believe the two people that did witness that were Gillian and Mary.

Q. And did they tell you in what context that statement was made?

A. From my impression, he just was under the impression that I was getting brought back to work, and he kind of made it put on his shoulders to make sure that didn't happen, so he would actually just approach employees with very strong statements about me to try to prevent me possibly from coming back to work.

Q. And was he a senior manager like

Page 91

yourself, or was he a lower manager?

A. No, he was a lower manager, just a regular manager.

Q. And how many regular managers were there?

A. I believe all the other managers, which would have been approximately 13 of them.

Q. Let's go to the next statement, Jeff should do jail time for what he did to Tina.

Who made that statement?

A. Actually, that's worded a little bit different. That was made by Tina, and it was also made by Johnny, the same person who made the last statement. They would approach other employees saying I should be in jail instead of on suspension.

Q. And who did they say that to?

A. The following waitresses there, I believe, and that's who related that information to me. And I believe that Phong, it's with an O -- P-h-o-n-g. It's Phong.

Q. Did you ever personally witness any of those comments?

A. I didn't actually witness it when they were saying it, no.

Q. And you just heard about each of those from one of the names you listed out on your answer?

Page 92

A. Correct.

Q. And they told you at a later time at a later date?

A. On the property at Olympic Garden, like I say, I had several subsequent meetings with Manny over the next three or four weeks, and every time I would be in there, one or two of these people would come up and say something that relayed information or a statement that somebody had made or a defamatory statement that somebody said, because they were under the impression I was being brought back to work, and so they wouldn't give me kind of a rundown, who did what, who said what, what's going on there while I was actually at Olympic Garden with meetings.

MR. BROWN: That's it.

Lynn? I'm a lot of things, but I'm not a liar, am I?

MS. VLAHOS: No. You were under two hours, good job.

EXAMINATION

BY MR. KIRSHMAN:

Q. You remember reading the complaint on November 18th, written by Tina Fuentes, accusing you of misconduct? Do you recall that?

Page 93

A. I recall reading the incident report that she filed on that evening, yes.
Q. And in that report, I think the last sentence, do you recall the last sentence which referred to surveillance camera?
A. I believe she worded it, Please use the surveillance camera as my witness or something in that nature.
Q. And did Manny ever tell you that he had looked at the camera, looked at the tapes?
A. Yes, he told me that.
Q. And when was that?
A. It was approximately a day or two following my suspension.
Q. Okay. And what did he tell you?
A. He said, Be ready to come back to work on Monday because me and D.T. -- who's Mr. Eliades's daughter -- they reviewed the videotape and could not find any inappropriate incident whatsoever. So he said be ready to come back to work on Monday.
Q. Josh Brown, do you recall Josh Brown making a statement to you, either with a text message or in person, about what, if anything, he saw on the 18th?
A. The only exchange I've had with Josh

Page 94

Brown would have been on a Facebook message exchange maybe a year after the incident, but to actually hear him say what he saw, the only time I heard that was during his deposition.
Q. Now, referring to deposition, for example, the deposition of Peter Eliades, you were there, weren't you?
A. Yes.
Q. Do you recall Mr. Eliades being asked by me what, if any, instructions he gave employees at Olympic Garden if they received an inquiry as to what's happened or where is Jeff Lutes, et cetera?
A. Yes, I recall you asking him that.
Q. Do you recall his answer?
A. I believe he said something along the lines of they were just -- he expected them just to tell the truth. If there was a question about me, anybody can go into my employee file and tell the inquiring party the truth about what happened.
MR. BROWN: And for the record, I just say the deposition of Mr. Eliades will speak for itself.
MR. KIRSHMAN: Excuse me?
MR. BROWN: I was just going to say for the record that the deposition of Mr. Eliades will

Page 95

speak for itself. I didn't want to interrupt your question and answer, wait until afterwards.
MR. KIRSHMAN: Okay. I'm not sure I know what you said.
MR. BROWN: I just said that in regards to Mr. Lutes just answered what he believed Mr. Eliades had said --
MR. KIRSHMAN: In the deposition.
MR. BROWN: -- I just said that the deposition of Mr. Eliades will speak for itself.
MR. KIRSHMAN: Okay.
BY MR. KIRSHMAN:
Q. Do you recall my asking what he considers to be the truth?
A. Yes, I recall that.
Q. And do you recall what he said?
A. I believe he said he believed it to be the truth because Tina Fuentes told him it was the truth.
Q. Now, the tips, when you were employed as a manager at Olympic Garden, how did you pick up your tips? I mean, were they left -- were they handed to you with a handshake? What was the method of delivery?
A. The method of delivery would be conducted

Page 96

by one individual, and would be Sasha Giouzelis. She would pick up all of our tips from every manager. She would count the tips, put them in 13 or 14 different envelopes and distribute individually, hand those envelopes to each manager.
Q. And that was the methodology of dividing up the tips?
A. Right. She would take the whole tip pool, go into the back office, distribute each -- the tip pool envelopes and hand it to the managers.
Q. Were there records kept as to which employee got so much and which got so much more or less, if you know?
A. Yeah. I don't know of any records that were kept. We were all under the impression that every manager was to get an equal split of the tips, but I've not seen any records that were kept, no.
Q. But so far as you know, the decision was made by one of the Eliades family as to how it would be broken down?
A. Well, I believe that was probably instituted before I gained employment there, the policy that they had.
Q. I'm just asking you the way it went, the way it worked while you were there.

A. Right. I believe it would come from the owners. They would relay to Sasha about the procedure they wanted done. It wasn't a popular procedure, especially among myself, but that's something I'm sure that came from the owners of how they wanted it done or -- not to change the current -- the way it was distributed.

MR. KIRSHMAN: That's it.

(Thereupon the taking of the deposition concluded at 2:55 p.m.)

* * * * *

CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON

* * * * * *

DECLARATION OF DEPONENT

I, JEFFREY LUTES, deponent herein, do hereby certify and declare the within and foregoing transcription to be my deposition in said action; that I have read, corrected, and do hereby affix my signature to said deposition this _____ day of _____, 2012.

_____

JEFFREY LUTES

REPORTER'S DECLARATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, CAMEO L. KAYSER, CCR No. 569, declare as follows:

That I reported the taking of the deposition of the witness, JEFFREY LUTES, commencing on Thursday, March 1, 2012, at 1:05 p.m.

That prior to being examined, the witness was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth; that, before the proceedings' completion, the reading and signing of the deposition has been requested by the deponent or a party.

That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript of said deposition is a complete, true, and accurate transcription of said shorthand notes taken down at said time.

I further declare that I am not a relative or employee of any party involved in said action, nor a person financially interested in the action.

Dated at Las Vegas, Nevada this 10th day of March, 2012.

_____

CAMEO L. KAYSER, RPR, CCR No. 569

This Page Intentionally Left Blank

$
$15,000 (2)
51:25;52:16
$20,000 (1)
53:4
$250 (3)
18:3,13,15
$27,823 (3)
48:18,20;49:10
$45,000 (1)
53:24
$599 (2)
63:22,25
$750 (2)
18:2,6

1
1 (2)
17:3;69:20
100 (3)
15:1;25:17;61:14
11 (3)
56:13,16,17
11:30 (1)
24:16
11:45 (1)
24:16
13 (2)
91:6;96:3
14 (1)
96:4
14th (3)
44:14,22,24
15th (3)
43:4,11;45:5
17 (1)
11:23
18 (3)
11:24;12:12;63:3
18th (12)
20:23;21:2,3,9;22:17;
23:20;24:8;25:3;31:13;
32:13;92:24;93:24
1986 (1)
6:1
1989 (1)
6:14
1990 (2)
8:11,20
1992 (1)
6:24
1995 (1)
7:8
1996 (1)
7:8
1997 (1)
7:13
19th (2)
31:16,20
1st (2)
5:11,11

2
2 (3)
47:13;48:1,5
2:55 (1)
97:10
20 (1)
39:5
20- (2)
53:7,8
2002 (9)
7:24;8:20,23;10:21;
57:7,11;58:16,16;67:9
2007 (4)
10:22,23,24;11:17
2008 (12)
55:9;59:3,19;60:4,6,
21;61:9,13;62:11,15,20,
24
2009 (29)
11:18;12:19;20:23;
21:2,9;22:17;23:20;
24:8;25:3;47:15;48:7,
11;50:1,3,9,15;51:20;
52:25;53:5;55:1;62:4,
11;71:14,18;72:10;73:2;
76:11;78:3,11
2010 (8)
43:12;44:14;72:9,10;
76:10,12;78:12,23
2011 (4)
47:9,12;69:2;79:8
2012 (6)
69:3,4,12,13,25;70:1
20th (2)
32:13;33:12
21st (1)
32:13
22 (1)
48:14
25 (1)
39:5
25,000 (2)
53:7,8
28th (1)
5:10

3
3 (4)
22:25;23:8;59:4,5
30b4 (1)
4:2

4
40- (1)
53:24
45- (1)
47:25

5
5:00 (1)
20:20
50,000 (1)
47:25
500 (3)
18:3,8,12

6
6:00 (1)
20:21

7
7 (3)
85:8,12;88:19
70 (2)
11:8,11
750 (1)
18:10

8
8:00 (2)
45:7,12
87 (1)
6:2

9
9:00 (1)
20:20
90s (2)
6:20,21

A
ability (4)
77:5;85:18;86:8;88:22
able (8)
34:22;35:7;36:1;
60:17;61:6;64:12;74:14;
75:8
aboard (1)
11:6
Absolutely (8)
9:2;19:21;45:22;
47:24;55:12;62:9;66:14;
67:16
acceptable (1)
46:15
accepted (2)
15:20;28:5
according (3)
18:4;58:23
accountant (2)
53:13;59:9
accurate (13)
18:1;19:14;31:3;
42:11;43:3;48:21,23;
50:4;52:3;60:25;76:14;
84:1,18
accurately (2)
53:10;85:14
accusing (1)
92:24
Acknowledge (1)
16:25
across (1)
30:12
act (3)
70:13;89:15,15
acting (1)
13:18
actual (10)
14:15;27:9;39:11;
50:22;70:13;73:11;
78:24;81:19;82:10,19
actually (24)
10:2,9;13:6;23:18;
44:23;66:10,16;69:7;
70:1,17;78:13;79:9,11;
80:20,22;82:2;83:21;
87:19;90:6,21;91:10,22;
92:14;94:2
ad (5)
66:10,16,17,23;67:4
additional (1)
54:22
address (1)
67:1
admission (1)
56:16
admissions (2)
22:14;56:4
admit (2)
22:18;23:19
admonishment (1)
4:13
ads (1)
66:1
adult (2)
56:23;57:1
advanced (1)
6:5
advertise (1)
66:20
advertisement (1)
66:25
advice (2)
36:14;44:8
advisor (1)
87:2
afloat (1)
71:16
afternoon (1)
31:15
afterwards (1)
95:2
Again (25)
5:4;25:2;27:20;30:25;
37:12;39:21;40:21;
54:25;55:6;56:13;57:14;
58:17;59:23;64:22;
67:19;73:4,9;74:13;
78:21;83:15;84:17;
85:18;86:5;88:19,21
against (1)
90:10
ago (15)
7:1;31:12;47:6,7;61:6;
63:24;72:16;79:21,21;
80:12,13;82:6,6,17,25
agreeing (1)
15:15
agreement (7)
14:8,16,23;15:24;
17:22;43:1,9
ahead (4)
55:6;68:10;71:2;72:2
ahold (5)
32:14,24;33:16;35:4,
25
alcoholic (1)
24:20
allegations (1)
45:3
allowed (1)
36:13
almost (2)
10:3;35:20
along (3)
89:12,14;94:15
always (3)
9:3;74:8;75:7
amending (1)
52:1
among (2)
50:18;97:4
amount (5)
16:6;48:15;53:20;
54:22;55:2
Angeles (1)
83:2
angle (1)
31:6
answered (7)
27:24;51:1;55:4;
57:13;86:8;88:21;95:6
apologize (13)
15:7,8;21:15;22:22;
28:13;37:16;45:13;
52:13;56:13;57:12;
58:20;65:17;80:16
apologizing (1)
45:10
application (26)
9:20,23;10:3,7;65:2;
69:5,8,9,14;70:2,7,12,14,
18;73:11;78:14,25;
79:10,12,13,24;81:2,11,
14,19;82:3
applications (3)
65:5;68:21,25
applied (11)
65:8,15,23;66:9;73:9;

77:8,9;78:8;80:10,23; 81:25
apply (13) 65:18;67:6;69:11,24; 78:19;79:5,17,22;80:8, 18;81:12;82:14,18
applying (4) 78:5,16;79:2,14
appointments (1) 42:9
appreciate (1) 38:10
approach (5) 27:11,14,17;90:22; 91:13
approached (1) 46:12
appropriate (1) 70:22
approximately (28) 5:23;6:1,12,17;7:2,4, 21;8:23;10:20;11:21,23; 12:12;14:1;20:20;24:16, 23;30:17;33:9;36:9; 52:16;53:24;78:10; 80:12,13;82:5,16;91:6; 93:13
area (15) 26:20,24,25;27:1,2,3, 4,13,17,24;28:4,9,9; 29:10,11
Aria (1) 72:23
around (2) 20:11;46:10
aspect (1) 60:15
aspects (1) 38:23
assist (2) 53:13;58:14
assistance (6) 46:18;55:25;59:11; 62:21;63:9;71:15
assistant (1) 87:3
assisted (3) 56:5,21;57:2
assisting (1) 71:20
Associate's (1) 6:3
assumed (6) 16:13,16;45:17;56:17; 57:3;83:25
assuming (1) 52:19
~~**assumptions (2)**~~ ~~34:9;73:23~~
~~**assurance (1)**~~ **85:25**
assurances (4) 16:10,17;71:5;77:9
assured (1) 77:11
attempting (1) 68:16
attempts (2) 32:24;87:4
attention (1) 20:22
attorney (3) 4:10;34:4;44:9
attorneys (1) 60:1
August (1) 78:11
authority (2) 81:21;85:23
available (5) 9:2;41:4;68:18;81:23; 82:22
aware (9) 40:25;41:7;75:17,24; 76:8,16;86:10;88:8,25
away (1) 30:15

B

back (40) 6:20;9:15,16;10:14; 22:13;24:17;31:2,5; 32:18;33:16;34:25;37:2, 11;39:8;43:10,14;52:23; 55:9,15;59:3;63:12; 68:24;69:15;71:9;73:14; 74:18,20;75:5,8;81:1; 86:16,19;87:6,8;90:19, 23;92:12;93:16,20;96:9
background (2) 67:10;69:19
backtrack (1) 43:5
bad (2) 45:11;63:1
Banish (2) 24:13,15
bankruptcy (1) 72:16
bar (14) 26:8,19;27:3,7,9,12; 30:4,7,9,13,14,15;44:19, 20
barking (1) 70:8
bartender (1) 26:17
based (2) 7:17;86:4
~~**basically (11)**~~ ~~14:4;18:5;28:6;32:2; 33:3;39:22;45:16;46:10; 59:2;70:15;71:15~~
basis (1) 29:3
bear (1) 88:18
beautiful (1) 6:15
became (2) 8:18;81:23
become (4) 9:4;12:11;40:24;41:7
beginning (4) 21:6;37:17;40:19; 87:18
behalf (3) 15:4;19:12;73:25
behavior (1) 45:22
behind (3) 28:17;30:23,24
belief (3) 40:22;52:15;87:21
Bellagio (3) 24:15,17;72:22
beneficial (2) 19:7;53:12
benefits (1) 22:10
best (7) 22:8,9;58:20;67:18; 85:18;86:8;88:22
better (1) 53:25
beverages (1) 24:20
big (2) 39:14;64:14
bills (3) 62:23;63:1;71:21
bit (18) 11:3;13:16,17,19; 26:3;27:2;29:25;47:11; 61:17;65:14;74:12,20; 77:17;80:24;81:20;83:9; 90:7;91:10
board (3) 9:8;11:10;13:12
body (3) 31:6,6;44:17
body-wise (1) 81:22
boss (1) 82:12
both (8) 19:3;31:2;38:20;39:5, 17,23;66:2;76:13
bottom (1) 30:8
branch (2) 83:9,10
branched (2) 65:14;68:12
brand (1) 41:25
break (7) 5:14,17;49:13;50:12; 55:11;59:25;72:3
break-even (1) 73:6
breaks (1) 5:15
brief (2) 25:24;26:4
bring (9) 9:3;13:5;16:9;22:3,6, 8;43:10;74:18,20
bringing (4) 9:8;22:7;25:8;75:5
broken (1) 96:20
brought (9) 11:1,3,6,10;13:12; 23:15;74:7;90:19;92:11
BROWN (58) 4:8,10;5:12;17:5; 19:20;23:4,7;25:22; 26:16;28:18,22,24;29:1, 6,22;30:2,5;31:8;48:3; 49:14,15;50:13;51:3,5, 17,18;52:6,21;54:2,4; 55:5,8,12,14;57:22;59:7; 62:1,6,9,18;64:16;68:9, 20;71:1;72:2,6,7;74:1; 75:16;77:1;92:16;93:21, 21;94:1,20,24;95:5,9
building (1) 44:21
business (4) 16:9;58:9;67:11;78:1
businesses (1) 67:7

C

call (19) 10:16,18;12:10;20:22; 31:17;32:8;35:17;38:6; 39:7;44:24;45:4,7;48:4; 59:4;80:1;84:23;86:19; 87:7,8
called (21) 4:5;7:16;8:15;9:15; 14:2;22:13;32:10,14; 38:7;39:25;43:5;44:25; 46:1,14;63:21;64:1; 68:15;69:5;84:20;86:16; 87:6
calling (1) 19:15
calls (1) 33:5
came (8) 6:14;8:7,16;9:25; 18:18;21:11;26:7;97:5
camera (3) 93:5,7,10
can (27) 5:7,14;19:18;22:3; 23:3;28:8;33:4,4;35:18; 36:16,17;39:7,7;42:24; 55:11;56:15;57:19;58:1; 64:8;68:2,11;70:12,16; 71:2;75:12,22;94:18
capable (1) 45:23
capacity (6) 22:19;23:13,15;25:4, 7;87:4
carry (2) 23:17;25:25
case (3) 4:11;56:19;66:18
cash (1) 18:15
Casino (14) 6:22,22;7:4,7,12; 65:15,18;68:13,18; 81:24,25;82:11,15,16
casinos (1) 65:19
catch (1) 36:1
caused (1) 45:11
cell (1) 44:25
cellular (3) 36:1;38:6;43:5
certain (6) 20:18;32:19;53:11; 63:19,21;64:1
certainly (1) 83:12
cetera (1) 94:12
chair (1) 46:4
change (5) 13:22,25;72:12;87:22; 97:6
changed (3) 10:25;74:11,12
changes (2) 16:15;39:15
Charleston (1) 38:8
check (5) 18:3;51:22;83:23; 84:16;86:3
Chicago (13) 6:10,21;7:17;8:3,14, 16,25;9:15,16;10:15; 33:22;69:15;71:9
chores (1) 20:11
circles (1) 19:7
claimed (1) 40:19
claiming (1) 34:19
clarification (1)

55:17
clean (1)
14:6
clear (4)
4:14;52:14;58:17;
62:10
clearly (1)
56:11
client (1)
62:3
clock (1)
25:12
clocking (2)
25:11,11
close (1)
8:3
closest (2)
28:12,14
Club (41)
7:24;8:1,2,6;12:13;
20:1;21:8,11,14,16;22:6;
24:7,10,13,19;26:2,5;
39:24;41:9,15;55:19,22,
22;56:21,25;57:1,7,10;
66:17;68:1;70:5;78:6,
17,20,21;79:15;81:17,
18;83:11;84:13,14
clubs (9)
22:4;38:14;39:20,24;
40:3;56:5,24;65:9,21
cocktail (5)
13:18;25:13,18;26:20;
30:11
college (1)
5:24
combination (3)
47:19;66:2,8
combined (1)
47:20
comfortable (1)
59:24
coming (10)
24:7;26:7;29:13;
33:21;37:2;38:14;40:16;
71:11;90:8,23
commencement (1)
4:1
comments (2)
37:1;91:21
commission (1)
68:14
commit (1)
51:7
committed (1)
89:15
committing (1)
49:3
common (3)
42:2;52:7;59:9
commonly (1)
72:21
communicate (2)
35:36;43:7
communicated (3)
31:8;38:22;39:2
communication (1)
58:22
community (2)
19:4,10
company (2)
7:16;17:17
compensated (2)
20:14;72:8
competitor (1)
22:8
complaint (1)
92:23
completely (1)
73:25
compound (1)
49:12
concerning (1)
36:19
concluded (1)
97:10
conclusion (1)
19:16
conducted (1)
95:25
confident (2)
28:23;69:23
confirmation (1)
70:15
confused (1)
61:5
confusion (1)
70:21
Connect (1)
68:15
consider (3)
14:3;25:7;82:22
considered (3)
47:18;67:18;72:25
considering (4)
10:12;37:1;85:23;90:7
considers (1)
95:13
consistently (1)
36:21
contact (15)
8:19,22;9:6,7;10:5;
32:21;33:3;46:6,9;
59:11;77:14;81:22;
82:20;84:9;87:5
contacted (9)
8:24;9:1;24:13;45:23;
68:17;81:14;84:5,10;
86:5
contemplating (1)
69:14
contest (2)
63:22,23
context (1)
90:16
continually (3)
37:15,24;40:13
continue (1)
71:6
continuing (1)
77:21
contract (2)
17:14,23
contradictory (2)
47:11,14
contributed (1)
76:20
control (1)
45:15
conversation (6)
26:14;28:24;33:19;
45:9;86:15,22
conversations (1)
26:1
convicted (2)
5:19,21
copies (1)
85:7
copy (10)
16:25;23:3;56:15;
59:17;79:12;81:14,19;
82:2,20;85:7
correctly (1)
60:21
counsel (2)
36:14;76:22
counseling (1)
46:21
counselors (3)
42:18,19,19
count (1)
96:3
country (2)
76:9;77:5
couple (8)
4:13;14:18;31:10;
39:24;40:15;77:18;
80:21,22
course (5)
26:16;28:22;59:8,10;
61:10
court (1)
4:22
Cover (4)
69:6,17;81:7,9
craft (1)
67:10
cranberry (2)
24:25;25:1
Crazy (2)
80:9,10
create (1)
17:13
crime (3)
5:20;49:3;51:16
crimes (2)
51:8,15
criteria (1)
22:5
crossed (2)
30:14,16
crossing (2)
26:8,9
crystal (1)
62:10
current (3)
77:4;85:24;97:7
customer (6)
13:14,15;23:11,12,13,
17
customers (2)
25:9;27:4

D

damn (2)
62:5,6
date (18)
5:9;12:17,20;20:24;
24:7;31:7,12,13;33:11,
12,14;38:25;43:4;78:23;
79:18,20;81:3;92:3
dated (1)
23:23
dates (3)
7:1;38:21;81:16
daughter (5)
9:13;10:13;89:1,25;
93:18
David (2)
4:10;29:18
day (17)
18:9;21:4;22:4;31:20;
32:12,13;33:17;36:22,
22;37:12;45:2,7,16,19;
64:18;71:24;93:13
days (3)
21:5;87:20,24
daytime (1)
39:3
day-to-day (1)
9:6
dealer (1)
82:2
December (1)
36:11
decided (3)
21:22;83:9;87:14
decision (1)
96:18
decisions (1)
39:14
declaration (1)
64:5
declared (2)
54:22;63:17
defamatory (6)
85:2,16;88:6,24;
89:19;92:10
Defendants (2)
4:5,10
definitely (2)
12:4;71:4
definition (1)
23:17
definitive (1)
75:13
degree (2)
6:3;50:7
delivery (2)
95:24,25
Delores (1)
9:12
departments (1)
13:21
depends (1)
19:2
deposition (8)
94:4,5,6,21,25;95:8,
10;97:9
depositions (1)
4:12
describe (1)
34:2
described (3)
26:19,25;27:1
description (1)
26:23
descriptive (1)
30:1
destination (2)
30:9,10
determine (1)
17:18
diagram (1)
29:21
difference (1)
73:23
different (36)
10:21;11:3,6;13:14,
21;14:25;18:12;19:7;
23:14,18;36:3;38:22;
60:7;63:5,11;68:5;
69:16;70:4,23,23;71:5,8;
75:7;80:2,3,7,11,21;
81:4,10;82:7;88:13;
90:4,5;91:11;96:4
difficult (5)
4:21;35:4,24;39:24;
74:10
diligence (1)
59:1
direction (7)
26:6,9;29:17;31:2,4;
61:15;73:5
directions (1)
30:20
directly (7)
8:24;18:18,21;40:2;
44:21;66:3;89:11
discovery (1)
33:11
Discreet (1)
79:15;84:14
discretion (1)
33:18

discuss (3)
13:2;15:21;72:3
discussed (2)
5:13;16:2
discussions (1)
35:11
distance (1)
30:17
distress (6)
42:7,8,13,14,17;46:17
distribute (2)
96:4,9
distributed (1)
97:7
dividing (1)
96:6
doctors (3)
42:15,16;46:18
document (1)
48:9
documents (7)
14:10,20;15:10,13;
16:21,24;60:1
dollar (3)
63:4;73:1,1
dollar/five (1)
73:1
dollar/three (1)
73:1
done (5)
35:18;38:15;70:15;
97:3,6
door (3)
57:9;60:11;81:1
doorman (1)
80:24
doors (2)
46:2;63:14
down (7)
16:10;18:9;50:12;
52:3;53:11;83:4;96:20
downtown (2)
46:23;47:1
drink (1)
24:8
drinks (5)
24:2;26:21;27:12,15;
29:10
driver (1)
24:12
DT (1)
93:17
dubbed (1)
74:8
Duddy (1)
8:15
duly (1)
4:6
duration (1)
17:18
during (12)
11:25;20:17;24:19;
33:15;34:21;45:4;47:8,
16;63:10;73:7;86:14;
94:4

E

earlier (4)
5:13;16:20;30:22;
36:13
early (1)
6:21
earned (1)
55:3
earning (1)
63:4
East (1)
38:8
economic (3)
76:8,20;77:4
economy (1)
77:11
Eddie (1)
46:25
efforts (1)
60:7
eight (4)
21:23;22:7;23:16;
82:25
either (5)
39:9;61:3,14;73:5;
93:22
elaborate (1)
4:19
elected (2)
54:23;89:16
Eleni (3)
39:3;45:23;46:11
Elgin (1)
7:8
Eliades (87)
8:4,4,9,10,22;9:10,12,
15;10:1,8;13:2,9;14:2;
17:23;18:8,22;19:1,6,8,
9,11,12,24;31:18,21;
32:6,8,11,17,21,24;
33:17;34:6,10;35:4,6,22;
36:23;37:9,17,21,22,23;
38:3;39:3,6,13,20;40:19;
41:6,8;42:9;43:7,19;
45:8,13,17,24;46:11;
56:1,6,22;57:2,8;67:12,
20;77:10;83:21,23;84:6,
8,8,10,16,21;85:3,15;
86:3,15;87:14;94:6,9,21,
25;95:7,10;96:19
Eliades' (3)
20:2;44:13;74:8
Eliades's (1)
93:17
else (11)
5:8;35:13;36:18;
53:19;55:20;62:23;
66:11;68:2;69:11;77:25;
88:7
e-mail (1)
80:5
emergency (1)
10:5
emotional (7)
42:7,8,13,14,17;46:17,
20
employ (3)
40:4;84:6,11
employed (5)
39:13,17;71:12;75:4;
95:20
employee (3)
75:3;94:18;96:12
employees (12)
28:6;32:16;65:25;
75:3,6;88:7;89:6;90:8,
11,22;91:13;94:10
employers (1)
86:24
employment (43)
6:23;8:23;9:18;11:18;
12:5,6;14:2,8,16,22;
15:6,16;16:2,3,13,18;
17:14,19,19;20:17;21:7,
7;22:5;38:5;55:21;56:6,
21;57:2,5;59:2;60:6,13;
61:19;66:4;67:17;68:16,
17;70:3;73:20;75:8;
85:25;90:8;96:22
Empress (2)
6:22;7:4
encounter (1)
46:16
encouraged (1)
22:2
end (4)
21:7;40:8,11;83:24
ends (2)
12:9;60:10
enough (3)
51:17;61:20;72:11
entail (1)
13:15
entailed (1)
15:20
entered (1)
71:4
Entertainment (1)
7:17
entire (1)
25:21
entranceway (1)
27:7
envelope (3)
11:8,9,12
envelopes (3)
96:4,5,10
equal (2)
11:9;96:16
especially (4)
19:10;60:19;70:5;97:4
essential (1)
73:4
establish (1)
54:1
establishment (4)
12:10;13:5;21:18;84:2
establishments (13)
39:23;40:10;41:13;
65:20;69:16;77:12;84:3,
11,24;87:2,15,21,23
et (1)
94:12
Eva (1)
90:12
even (5)
31:25;40:2;69:17;
80:23;83:11
evening (10)
21:16;25:14,23;27:11;
28:13,14,19,22;31:9;
93:2
events (1)
7:19
Eventually (2)
65:14;81:9
exact (11)
12:20;14:5;31:12;
36:16;37:13;38:21;44:6;
78:23;79:20;81:3,16
exactly (7)
14:10,12,19,24;15:1;
26:7;79:18
EXAMINATION (2)
4:7;92:21
example (1)
94:6
excellent (1)
34:20
exception (3)
45:2;65:5;67:13
exchange (5)
26:10;31:10;43:16;
93:25;94:1
excited (1)
16:19
excuse (3)
57:13;69:4;94:23
Exhibit (7)
17:3;23:5;48:1,5;59:4,
5;85:9
expand (2)
29:25;83:18
expected (1)
94:16
expecting (2)
23:4;57:23
experience (9)
13:19;47:3;56:4;57:7;
65:13;68:19;82:8,10;
87:18
explain (3)
5:6;26:3;34:2
extraneous (1)
58:25

F

Facebook (2)
31:10;94:1
faced (2)
31:1,2
fact (21)
9:10,19,23;10:16;
17:6;33:8;40:25;42:3;
43:24;48:7,20;50:16;
53:23;56:23;57:25;
65:21;66:1;74:2;75:17,
24;86:4
factors (1)
42:12
failed (1)
42:9
fair (18)
5:2;14:21;26:23;30:6;
34:13;36:21;49:14;
51:17;54:12;56:1;64:3,
19;65:9;66:5;67:22;
71:3;74:10;78:6
false (1)
73:25
familiar (3)
48:9;64:2;82:13
family (13)
8:2,13,17,18;9:5;11:3;
14:6;16:9;33:2;40:19;
41:1,8;96:19
fantasy (4)
77:19,20,23,25
far (12)
5:22;9:8;13:17;25:10;
29:11;30:15;44:2;67:4;
71:16,20;77:21;96:18
fast (1)
70:11
father (1)
71:16
February (10)
38:22;43:4,11;44:14,
22,24;68:24;69:1,12,13
federal (1)
49:3
feedback (1)
86:6
feel (1)
45:10
feels (1)
37:25
feet (2)
27:8;30:18
felt (6)
13:4;22:8;23:17;45:9;
60:12;67:2
few (13)
12:6;13:21;14:25;
22:12;32:20;47:6;63:24;
69:16,18;77:18;78:9;
80:20;89:10

field (11)
11:2;12:7;60:11,12;
67:13,14,15,18;68:5;
70:23,23
figure (4)
5:8;32:7;42:22;62:14
file (3)
48:25;50:1;94:18
filed (3)
50:15;72:15;93:2
files (1)
14:19
fill (17)
9:19,23;10:2,4,7;
49:16;54:25;63:20,25;
64:4;70:1,7,12;73:11;
78:24;79:9;81:2
filled (12)
64:5,10;68:22,25;
69:4,7,9,13;79:11;81:13,
18;82:19
filling (3)
70:14,17;78:13
final (1)
39:16
finally (1)
33:16
financial (2)
40:3;72:14
financially (5)
12:1;60:4;61:18;
62:19;71:13
find (11)
22:21;32:18,21;42:23;
57:19,24;68:16;72:11,
19;83:10;93:19
finding (1)
71:9
fine (2)
4:20;72:6
finger (1)
63:8
finish (2)
4:24,25
finished (1)
5:16
firm (1)
40:22
first (29)
4:6;6:7,14;8:9,12;
11:7;17:12;18:2;29:23;
31:14;32:10;36:4,6;
43:16,17,18;45:1;55:15,
18,21;57:8,17;74:3,4,5,
19;77:16,18;89:24
firsthand (1)
86:12
five (8)
5:12;10:20;36:6;
46:3;80:6;87:7,20,24
Flint (2)
41:19;42:3
floor (4)
13:13;27:9;30:12;
65:16
focus (1)
70:23
follow (1)
50:4
following (3)
90:5;91:16;93:14
follows (1)
4:6
food (1)
70:11
foot (3)
28:17;29:15;81:1
footage (1)
27:5
football (6)
63:22,23;77:19,20,23,
25
foreclose (1)
72:15
forgive (2)
34:16;59:8
form (7)
14:11;19:16;56:8;
58:24;59:13;63:21;64:1
formerly (1)
39:25
forms (4)
53:18;58:25;64:2,3
forward (1)
42:24
found (1)
11:11
foundation (2)
29:5;52:20
four (12)
27:8;30:18;36:10;
43:22;70:4;71:8;75:4,7;
81:9;87:20,24;92:6
frame (3)
16:7;46:24;83:8
frequent (1)
26:1
frequently (1)
21:25
friend (1)
38:10
friends (8)
8:3,13,14,25;9:4,16;
19:4;77:14
Fuddy (1)
8:15
Fuentes (24)
25:16,20;27:12;28:13,
14,24;34:7,9;37:6,14,22;
38:12;40:7,14;43:1,8,17;
44:12,15,23;46:12,16;
92:24;95:18
full (1)
11:12
fully (2)
22:2;71:10
further (1)
17:17

G

gain (2)
9:17;75:8
gained (6)
6:23;55:21;60:6,12;
61:18;96:22
gamble (3)
61:21,25;72:12
gambled (1)
60:9
gambling (13)
12:9;60:15,24;61:8,9;
62:13;63:18,21;64:1,5,
11;73:3,3
game (1)
82:12
Garden (64)
11:19;12:14,18,24;
13:3;15:3;18:1,3,13,19,
25;19:2,13,23,25;20:4,7,
15;21:19,22,25;22:10;
23:20,24;24:2,12,17;
25:8,10;33:3;34:14;
37:2;38:20,25;39:10;
43:20;44:15;46:1;47:9,
16;56:10,18,22;57:3;
63:3;64:18;67:20,23;
75:19;76:1,6,8;77:13,16;
78:1,2;80:5;86:24;88:8;
90:6;92:4,14;94:11;
95:21
gave (10)
16:10,17;33:11;38:25,
25;59:18;60:1;81:21;
85:25;94:10
general (18)
9:13;13:1;18:4,13;
29:16;31:16;56:24;
58:18;60:11;67:13;
69:10;70:10;73:12,17;
81:6,7;87:3;88:3
gentleman (7)
41:20;46:23;47:1;
53:15,16;82:3,20
gentlemen (6)
13:9;56:5;57:1,7;70:5;
83:11
Gentlemen's (16)
7:24;8:1,2,6;12:13;
39:19;55:19,22;56:21,
24;57:9;65:9,21;66:17;
79:15;84:14
gets (1)
11:9
Gillian (2)
90:11,15
Glouzells (1)
96:1
girls (6)
23:23;24:1;69:6,17;
81:7,9
given (3)
18:17;59:10;71:11
giving (1)
10:17
go-between (2)
35:3;84:7
good (6)
9:4;10:10;12:20;
34:14;40:17;92:20
good-sized (1)
24:14
Goose (2)
24:25,25
Grand (5)
7:7,12;78:10,22;79:19
Gray (2)
24:25,25
Greek (2)
19:4,10
Greg (1)
88:1
ground (1)
28:7
group (2)
21:17;24:11
groups (1)
22:3
guess (12)
11:21;12:20;52:25;
53:5;57:18;61:5;62:15;
64:9;68:21,25;70:20;
84:12
guidance (2)
31:23;32:3
guilty (1)
89:15
guy (9)
9:8;14:6;53:22,23;
54:1,3,5;71:6;74:9
guys (7)
7:18;16:4;30:20;
77:18,22,24;87:5

H

half (13)
5:23;6:12,17;7:5;
28:16;29:15;33:9;72:16;
79:21;80:12;81:16;82:6,
17
hand (5)
54:6;56:19;58:19;
96:5,10
handbook (1)
17:1
handed (3)
54:7;82:2;95:23
handful (1)
16:21
hands (1)
38:11
handshake (1)
95:23
hang (2)
38:14;40:15
happen (2)
71:23;90:21
happened (5)
33:25;46:8;89:22;
94:12,19
happening (1)
38:23
happy (5)
5:5,6;65:11;77:3;
88:14
Hard (9)
65:6,18;79:12;81:14,
19;82:2,15,16,19
hardships (1)
76:20
hats (1)
13:14
headed (2)
30:9,10
heading (1)
26:6
hear (7)
75:22;84:21;89:6,7,9,
25;94:3
heard (9)
35:13;39:8;75:19;
77:24;82:23;84:17;
89:21;91:24;94:3
hearing (1)
89:4
heart (2)
45:8;87:22
hello (1)
26:10
help (6)
9:10;10:10;13:21;
34:25;62:22;88:14
helped (1)
57:16
helpful (1)
29:24
helping (2)
13:16;72:1
Hey (7)
16:4;21:20;33:4;35:7;
84:20;87:5,10
high (1)
76:17
highest (1)
67:12
himself (1)
62:12
hire (3)
18:13;84:22;86:20
hired (15)
8:8;9:14;10:9,11,12,
17;13:6;19:12,22,24;
70:16;74:9;84:25;86:1,2
hiring (5)

66:17;67:3,4;81:20; 85:23
hit (2)
10:1;63:20
hold (2)
7:1;71:9
home (4)
20:2;32:15;33:22; 72:15
honestly (3)
27:24;86:8;88:21
honor (1)
19:9
hope (1)
64:12
hopefully (1)
12:10
hoping (1)
63:12
Horse (2)
80:9,10
host (1)
80:23
hosting (3)
23:13,15;25:7
hotel (2)
64:4;65:6
hours (3)
21:1;24:3;92:20
house (2)
20:12;24:14
huh-uh (1)
4:21
human (1)
10:3
hundreds (1)
50:23
Hustler (11)
39:24;41:9,14,15,24; 78:6,17,20,21;79:7; 84:13
hysterics (1)
46:12

I

idea (1)
54:14
identification (3)
17:4;48:2;59:6
Ill (2)
80:9,10
Illinois (3)
6:10,23;7:8
immediately (1)
45:23
impacted (1)
77:5
Imperial (2)
6:15,18
implement (1)
40:4
impression (5)
75:2;90:18,19;92:11; 96:15
improper (3)
27:16,25;28:1
inability (1)
76:21
inaccurate (7)
19:14;23:9;48:22; 49:11;50:16;84:1,18
inappropriate (1)
93:19
incident (10)
31:7;36:15,24;37:1; 40:7;46:24;47:5;93:1, 19;94:2
include (7)
49:7,20;53:20;54:18, 23;58:25;89:17
income (14)
47:21,21;48:15;49:7, 10,22,24;51:20;52:8,16; 54:23;62:4;63:18;64:6
income-wise (1)
83:12
inconsistent (1)
56:14
indicated (1)
16:14
indicating (1)
89:14
indication (1)
71:11
individual (3)
57:15;89:5;96:1
individually (3)
83:3,6;96:5
individuals (1)
21:24
industries (2)
50:20;83:12
industry (19)
12:5,13;50:10,18,19, 23;51:10;63:13,14,15; 65:13;66:6,21;68:13; 70:5,5,11;71:7;83:11
inform (1)
87:9
information (11)
10:6;41:4,12;50:5; 52:3;58:11;59:10;79:25; 81:22;91:17;92:8
informed (8)
8:5;9:14;10:13;11:7, 13;31:16;34:8;87:4
initial (3)
13:10;14:9;88:2
Initially (3)
13:12;18:9;65:12
initiative (1)
65:24
inquired (1)
66:3
inquiring (1)
94:19
inquiry (1)
94:11
instance (1)
84:13
instead (2)
22:7;91:14
instituted (1)
96:22
instruction (1)
75:11
instructions (1)
94:10
intended (1)
17:13
intention (2)
52:1;87:17
intentions (1)
73:13
interaction (3)
25:19;29:2,4
interest (5)
40:3,20;41:8;44:18; 45:19
interested (1)
8:7
interrogatories (7)
42:6;64:22;73:7; 83:16;85:4;88:5,16
Interrogatory (1)
88:19
interrupt (1)
95:1
interrupted (1)
15:8
interrupting (1)
37:16
interview (2)
12:25;69:10
interviewed (5)
8:8;9:12,22;69:5;81:5
interviewing (1)
87:19
interviews (1)
37:4
into (16)
6:20;9:9;14:1,2,19; 16:7,9;26:7;31:4;40:10; 52:11;63:12,16;67:15; 94:18;96:9
investigation (4)
32:22;34:5;36:19;37:4
invited (1)
45:16
involved (3)
38:24;45:14;73:23
involvement (1)
41:1
involves (1)
50:23
IRS (3)
50:5;51:24;52:2
issue (2)
60:2;62:10

J

jackpots (1)
63:20
jail (3)
89:1;91:8,14
Janice (1)
90:12
January (4)
33:12;69:24;70:1;79:8
Jeff (5)
88:25;89:1,25;91:7; 94:12
JEFFREY (1)
4:4
job (58)
6:7,14;9:11,19;10:10, 17;11:22;12:13;13:7,10; 18:9;20:6;32:1,17; 34:25;35:12,12;37:11; 40:17;54:9;55:18,25; 57:9;60:22;65:1;66:5, 24;67:8;68:15,21,25; 69:24;73:9;74:15,25; 75:2;76:21;77:6;78:5,6, 8,16,19,25;79:2,5,10,14, 17,22;80:8,18,23,25; 82:14;83:22,24;92:20
jobs (8)
60:14;65:8,23;68:6, 13;69:11;70:8;82:11
John (4)
9:13;73:17;79:25;80:4
Johnny (3)
90:3,18;91:12
Joliet (1)
6:22
Josh (3)
93:21,21,25
jot (1)
53:11

K

keep (3)
53:8;60:25;77:14
kept (3)
96:11,15,17
kid (1)
9:4
kind (27)
10:24;11:2;13:2,18, 20;16:10,14;18:11;19:5, 8,9;22:4,10;29:13;31:6; 35:3;46:20;47:2,2; 64:11;67:14;74:7,8; 83:18;84:7;90:20;92:12
KIRSHMAN (44)
5:9;19:15;23:3;25:21; 29:3,18,23;49:12;50:11; 51:1,4,14,52:4,17;53:25, 55:4,10;57:13,18;58:1, 12;61:23;62:2,5,7,12; 64:7;68:7,11;70:24; 72:4;73:22;75:10;76:22; 77:3;85:10;88:15;92:22; 94:23;95:3,8,11,12;97:8
knew (7)
9:5;21:19;55:1;69:18, 19;76:2,5
knit (1)
63:14
knowing (2)
45:21;63:11
knowledge (7)
15:23;16:1;42:2; 52:19;75:25;76:2,5
known (1)
8:4
knows (1)
9:7

L

LA (1)
83:4
lack (1)
74:14
Lacky (1)
88:2
language (1)
44:17
large (1)
22:11
Larry (2)
41:19;42:3
Las (7)
6:14;7:24;8:6;10:14; 50:20,24;69:6
last (17)
4:11;5:20;34:17; 59:16,16;69:18;70:19; 72:14;83:8,14;85:8; 88:1,1,4;91:12;93:3,4
late (1)
78:11
later (8)
24:17;57:24;74:20; 87:9;89:11,12;92:2,3
law (1)
50:4
lawn (1)
20:9
lawsuit (2)
41:5;74:6
lay (1)
29:4
leader (1)
14:4
leading (1)
30:8
league (3)
77:19,23,25
least (6)

32:21;33:4;34:2;81:1
leave (1)
10:23
leaving (1)
77:13
led (3)
46:17;69:16;83:21
Lee (8)
9:13;73:17,19;74:13,24;75:18,24;79:25
left (5)
11:15;43:19;74:5;75:6;95:22
legal (2)
19:15;44:8
legible (1)
29:19
lend (1)
62:25
length (1)
27:6
lengthy (3)
16:14;43:21;44:16
less (3)
80:24;83:13;96:13
letter (6)
43:20,21,24;44:20;45:1,10
level (1)
67:12
liar (1)
92:18
libelous (1)
88:6
licensing (1)
69:21
lied (1)
62:4
life (1)
42:23
limousine (2)
24:12,15
line (4)
19:7;48:14,15;70:16
lines (3)
89:12,14;94:16
list (10)
12:7;65:1;66:12;67:1;69:15,20;71:6,7,24,25
listed (5)
65:21,23;83:1;89:18;91:25
Listen (1)
62:1
literally (1)
87:7
little (22)
11:2;12:3;13:16,17,19;26:3;27:2;29:25;31:23;32:2,20;33:2;47:1,10;60:10;61:17;65:14;67:21;74:20;81:20;83:9;91:10
live (1)
60:18
lived (1)
71:17
livelihood (1)
71:7
living (1)
71:20
local (1)
41:4
located (1)
58:6
location (1)
26:2
long (11)
6:11,16,25;7:2,9,20;10:19;16:16;27:10;33:7;70:21
longer (6)
11:1;40:25;41:1,6;59:11;72:17
long-term (1)
16:18
look (7)
35:12;48:5,9;52:11;59:25;68:5;70:22
looked (2)
93:10,10
looking (4)
12:4;29:14;31:22;65:25
Los (1)
83:2
losing (1)
61:17
lost (4)
60:24;61:2,9;62:15
lot (15)
6:25;8:13;9:4,5;11:3;12:8;19:4,6;59:1;60:9;63:14;72:22,23;83:12;92:17
Lounge (5)
39:25;41:9;79:3;84:14;87:25
lower (2)
91:1,2
Lucky (1)
88:2
ludicrous (1)
32:3
LUTES (7)
4:4,9;51:6;61:5;70:20;94:12;95:6
Lynn (1)
92:17

M

Macayo's (1)
38:7
main (3)
27:8;30:12;41:20
Mainly (1)
67:9
maintain (1)
36:12
makes (1)
4:21
making (2)
62:13;93:22
man (2)
46:25;87:10
manager (40)
8:8;9:14;11:9;12:11;13:2,13,13,18;14:5;18:4,13;28:3,4;31:16;39:3;45:24;65:16,16;66:7;67:14;69:10;70:10;73:12,17;81:6,7,20;82:4;87:3;88:1,3;90:2,25;91:1,2,3;95:21;96:3,5,16
managers (8)
14:4;22:3;32:20;39:23;81:15;91:4,5;96:10
Manny (32)
13:1,9;14:3;16:15;18:10,14;31:17,21;32:2,17;34:15,18,20,22,24;35:9,10,15,20;37:5,20;77:17;84:5,6,9,9;86:22,23,24;90:7;92:5;93:9
many (13)
5:14;8:4;11:20;12:7;13:13;22:4;24:22;50:20,21,21;68:21,24;91:4
March (2)
5:11,11
Mark (3)
24:13,15;85:8
marked (3)
17:4;48:2;59:6
married (1)
58:24
Mary (2)
90:11,15
mattered (1)
77:10
May (9)
11:18;12:19,21,23;17:19;47:6;66:18;68:4;85:15
maybe (17)
23:14;27:7;29:11,19;30:18;32:13;36:10;53:4;63:21,25;70:10;71:8;77:7;80:13;83:9,10;94:2
McDonald (1)
82:3
McDonald's (1)
70:11
meal (1)
24:2
mean (11)
10:1;25:5;41:19;61:24;70:6;71:19,20,23;74:17;89:11;95:22
media (1)
41:4
medical (1)
47:3
meet (13)
8:9,12,17;12:9;13:1;35:23;36:2;38:8,16;43:2;46:4;60:10;77:19
meeting (18)
13:8;14:2;30:10;32:6,23;33:5;34:2;38:3,16,17;39:4,7;43:8,11,13;44:11;45:19;46:7
meetings (6)
35:11;37:4;86:5;90:7;92:5,15
members (4)
8:17;9:5;11:4;33:2
message (3)
82:21;93:23;94:1
messages (2)
31:11;82:24
met (2)
8:10;29:13
method (2)
95:23,25
methodology (1)
96:6
mid (1)
38:22
middle (1)
12:22
might (7)
9:6;18:11;34:11;57:12;61:1;85:21;88:16
mind (4)
15:17;71:4;76:19;86:11
mine (3)
8:14,25;59:22
minute (1)
47:10
minutes (2)
39:5;46:11
misconduct (1)
92:25
miss (1)
10:2
moment (2)
17:10;61:6
Monday (2)
93:17,20
money (23)
18:17,21;22:9;23:16;47:9,15;60:14,18,24;61:2,2,9,11,12,20,25;62:13,15,25;64:12;72:13;73:3,3
month (10)
18:11;69:22;71:11;77:16;78:11,21;79:8;83:4;87:9;90:6
months (24)
11:20,23,24;12:12;14:1;16:5,5;18:2;33:10;47:8,16,17,22;63:3;67:21;69:18;77:18;79:7;80:6,13;82:6,25;83:8,14
month-to-month (1)
9:7
more (20)
11:3;16:11;19:7;23:12,12;25:24;26:3;27:6;29:25;32:20;33:3;35:3;40:8,15;46:11;53:12;79:13;89:12,18;96:12
morning (1)
24:18
most (2)
27:8;50:4
mostly (1)
40:9
mouth (5)
66:5,21;70:9;79:13;80:22
move (3)
11:14;42:23,24
moved (1)
6:20
moving (1)
69:14
much (15)
11:5;35:8;47:9,11,15;51:23;52:25;53:5;54:7;71:19;72:1;73:6;83:7;96:12,12
Multiple (1)
84:3
must (2)
29:1;83:25
mutual (2)
8:13;19:4
myself (3)
62:17;63:9;97:4

N

name (12)
34:17;41:20,23;57:15,17,19,25;58:9;59:10;88:1,3,4
named (2)
46:25;82:3
names (2)
58:1;91:25
nationally (1)
41:24
nature (5)
44:3;46:15;54:11;85:16;93:8
Near (1)
40:11
necessarily (1)

51:16
need (13)
4:18;5:14,15;29:4,8,22;35:8;44:7;52:24;59:11;71:8;80:1;85:8
needed (5)
39:14;56:15;67:3;84:7,8
needing (1)
66:7
negative (2)
61:12;73:3
Nevada (1)
76:17
new (9)
8:5;9:8;10:24;31:23;32:1;66:7;74:6,10;83:10
newspaper (1)
66:11
newspapers (1)
41:5
next (11)
31:15,19,22;45:2,7,16,19;71:6,25;91:7;92:6
night (6)
8:16;20:19;21:13;25:6,21;28:11
nightclubs (1)
7:18
nine (3)
23:16;80:13;82:6
nobody (2)
39:5,8
nod (1)
4:20
none (1)
18:17
nonsense (1)
61:24
normal (4)
21:5,12;27:3,3
Normally (1)
11:9
note (1)
72:5
notice (1)
17:20
noticed (1)
65:4
November (12)
20:23;21:2,3,9;22:17;23:20;24:8;25:3;31:13,16;71:14;92:24
number (10)
48:17,20,21,23;49:11;50:14;58:2;61:15;67:1;83:1
numbers (1)
10:6

O

oath (3)
4:15;49:1;55:1
object (2)
19:16;51:14
Objection (5)
52:4;53:25;68:7;70:24;76:22
obligation (5)
4:16;49:17,19,23;55:2
Obviously (2)
10:25;61:18
occasion (3)
31:11;86:1,1
occasionally (2)
37:9;72:19
occasions (11)
36:3,5;63:24;75:7;80:3,7,11;81:10,15;82:7;90:4
occur (1)
30:7
occurred (5)
30:4,8;38:20;39:17;80:21
o'clock (4)
20:20,21;45:7,12
October (1)
78:23
odd (2)
60:14;61:7
off (10)
12:21,22;21:5,5,13;22:4;29:23;55:13;71:9,17
offered (1)
12:14
offhand (1)
58:4
office (4)
47:1;58:3,5;96:9
offset (1)
63:6
OG (1)
88:16
old (1)
87:10
Olympic (62)
11:19;12:14,18,24;13:3;15:3;18:1,3,13,19,25;19:2,13,23,25;20:4,7,15;21:19,22,25;22:10;23:20,24;24:2,12,17;25:8,10;33:3;34:14;37:2;38:20,25;39:10;43:20;44:15;47:9,16;56:10,18,22;57:3;63:3;64:18;67:20,23;75:19;76:1,7;77:13,16;78:1,2;80:5;86:24;88:8;90:6;92:4,14;94:11;95:21
once (7)
38:6;39:21;40:21;57:20;73:4;77:20;82:1
one (37)
7:10;10:9,11;16:23;22:16;23:5;26:6;33:17;35:25;36:6;38:21;40:16;42:12;43:1;49:1;54:9;55:16;59:2,17;64:25;67:18;73:1,8;74:9;77:12;80:11,13;84:4,23;85:7,8,25;87:20;91:25;92:7;96:1,19
one/three (1)
72:25
ones (1)
83:17
one-time (1)
31:11
online (3)
80:23;81:2;82:1
only (12)
11:7,11;12:22;31:25;45:1;50:21;51:11;54:9;57:20;65:8;93:25;94:3
onto (1)
48:24
Opa (1)
36:7
open (7)
57:9;60:10;63:15;67:16,17;68:5;69:22
opened (2)
6:22;8:15
opening (5)
7:13;8:5;78:10,22;79:19
opinion (5)
10:8;19:11;25:3;67:25;89:20
opportunity (4)
11:14;60:11;63:16;64:14
opposite (3)
30:20;31:2;70:18
oral (3)
16:10,17;77:9
original (1)
45:3
other's (1)
26:7
out (68)
5:8;7:17;8:7;9:3,16,19,23;10:2,4,7,14;11:11;12:4;13:16,21;18:5;24:2;25:11;32:7,18,22;38:13;42:22;43:17,18;44:1,21;45:14;49:16;54:25;57:24;61:16;62:14,22;63:21;64:1,4,5,10,23;65:14;66:7;68:4,13,22,25;69:4,7,9,23;70:1,7,12,14,18,73:11;77:3;78:13,24;79:9,11;81:2,13,18;83:9,10;87:12;91:25
outlining (1)
15:24
outside (2)
24:3;33:3
over (16)
4:13;13:22;27:23;37:7;40:7;45:13;46:24;47:5;61:9;63:22,25;74:7;81:15;83:14;89:11;92:6
overall (2)
61:3;63:7
overcome (1)
42:24
own (4)
64:4;65:24;72:13;74:7
owned (2)
40:19;42:3
owner (6)
39:12;40:11,23;41:6,15;70:10
owners (5)
22:3;41:6;74:6;97:2,5
ownership (3)
10:25;40:21;41:12
owns (3)
39:10,20;41:14

P

page (2)
59:16;88:13
pages (1)
43:23
paid (3)
17:25;18:1;25:5
Palace (2)
6:15,18
Palms (4)
65:15,17;81:24,25
Papa (1)
87:11
Papaconstantino (2)
90:3,18
papers (6)
14:12;40:21;54:6,7;58:20,21
paperwork (5)
14:9,17;15:3;39:11,22
paperworks (1)
14:25
Paradise (2)
81:17,18
paragraph (2)
17:13,16
Parcel (1)
6:9
Pariak (6)
57:21;58:14,19;59:11
P-a-r-i-a-k (1)
57:21
Pariak's (1)
58:3
part (9)
22:19,19;39:24;40:11;49:22;54:18;59:1;70:19;72:10
partially (1)
50:21
party (4)
22:11;24:14;26:6;94:19
pass (1)
31:1
passed (2)
28:16;30:25
passing (3)
25:24;26:4;30:3
past (4)
68:19;73:15;77:8;81:15
path (1)
26:8
patterns (1)
45:22
pay (2)
62:23;63:1
paycheck (1)
18:18
paychecks (1)
48:24
paying (1)
71:21
peek (1)
66:12
penalty (1)
49:2
people (27)
10:25;18:24;19:6;21:17;22:3,6,7;23:16;28:10;33:1;38:24;45:14;47:3;50:19,24;51:7;62:21;63:10,12;70:2,4;74:8;77:17,22;81:5;90:14;92:7
percent (5)
11:8,11;15:1;25:17;61:14
percentage (1)
54:19
perfect (1)
67:11
perhaps (1)
68:3
period (4)
32:19;40:12;63:1,10
periodically (2)
8:21;53:10
periods (3)
61:1,2;63:5
perjury (1)
49:3
person (5)
13:17;57:8;85:24;91:12;93:23
personal (3)
20:11;32:20

personally (3)
10:18;80:4;91:20
Pete (14)
8:3;13:2,9;19:1,6,8,24;31:18;32:6;35:17,18;83:21,23;87:11
Peter (3)
17:23;18:22;94:6
phone (9)
31:17;36:1;38:6;43:5;44:24,25;45:4;67:1;84:23
Phong (3)
90:11;91:18,19
P-h-o-n-g (1)
91:19
phrased (1)
87:11
physical (2)
70:13;79:24
physically (2)
58:6;86:14
pick (2)
95:21;96:2
picked (3)
24:11,12,15
pit (1)
82:12
place (12)
8:15;12:11;16:16;21:20;40:9;59:2;63:16;66:24;67:2,3;69:5,17
placed (1)
44:20
places (13)
12:7;40:16;65:1;66:3,25;70:17;71:5,8;73:8;77:7,8;83:1;87:8
plain (1)
46:2
platform (1)
30:11
play (9)
13:3;16:11;72:17,19,20,21,22,22,24
played (2)
12:8;60:9
player (4)
60:20;61:16,17;73:6
playing (5)
11:2;60:16,17;61:8;82:9
please (9)
5:5;45:11;50:25;51:6;55:6;56:12;57:25;82:22;93:6
pm (3)
20:20;45:7;97:10
pocket (2)
18:5;72:12
point (6)
38:11;37:25;40:24;43:1;55:16;85:20
poker (15)
12:8;60:9,16,17;61:8;63:24;65:15,16;72:17;82:1,4,4,9,9,11
police (1)
46:14
policed (1)
28:3
policies (2)
74:11;80:1
policy (3)
11:6;39:15;96:23
pool (4)
25:6;54:11;96:9,10
pools (2)
11:5;50:21
poor (1)
21:15
popular (1)
97:3
position (4)
12:15;14:5;64:13;82:5
positive (3)
73:2;86:5,6
possibility (1)
75:5
possible (6)
30:23;35:11,11;68:6;76:19,24
possibly (11)
31:21;35:25;37:2;44:8;50:5;66:6;70:22;79:8,21;87:2;90:23
posted (1)
66:5
practice (1)
52:7
preparation (1)
53:14
prepare (2)
53:17;57:16
prepared (1)
71:10
preparer (2)
52:20;54:13
preparing (2)
29:10;58:15
preposterous (1)
76:3
present (1)
86:14
pretty (5)
9:7;41:3;54:7;73:5;83:7
prevent (1)
90:23
previously (1)
74:15
primary (1)
41:15
Prior (10)
4:1;12:24;24:7;34:13;44:22,52:11;56:5;57:1;63:2;75:17
probably (11)
8:11;22:12;28:16;32:12;47:25;66:2;70:3;79:6;80:3,6;96:21
problem (2)
22:23;68:12
problems (3)
69:21;76:9;87:10
procedure (3)
54:8;97:3,4
procedures (2)
82:13;87:19
proceedings (1)
4:2
process (2)
12:25;70:19
progress (1)
40:14
prolonged (1)
71:23
promise (1)
4:25
promoted (1)
67:12
promoting (1)
7:18
proof (1)
86:11
proper (1)
52:20
properly (1)
80:17
properties (1)
39:17
property (1)
92:4
provide (3)
57:19;58:12;65:11
provided (2)
59:18,24
Purdue (2)
5:24;6:8
purpose (1)
45:24
purposes (1)
10:3
put (8)
10:10;33:24;48:24;52:2;63:8;81:10;90:20;96:3

Q

qualified (1)
67:25
quick (1)
54:9
quit (3)
74:4,15,22
quite (12)
16:14;31:12;32:20;44:16;47:6;69:15;74:12;77:17;80:20,24;89:10;90:6
quote (1)
88:25
quoting (1)
40:13

R

ran (3)
31:4,4;40:5
range (1)
68:5
rates (1)
76:16
rather (1)
28:10
reach (1)
35:7
reached (2)
43:17,18
read (9)
17:10;22:24,25;44:21;45:10;48:17;56:12;84:12;85:11
reading (2)
92:23;93:1
ready (2)
93:16,20
really (4)
12:2;28:7;29:24;70:7
reap (1)
22:10
reason (8)
17:20;23:14;42:7;74:14;75:18,25;83:24;89:16
reasons (1)
23:18
reassure (1)
38:9
recall (48)
4:9;13:6;14:7,22;15:2,9,9,12,14,15;16:23;17:1;21:8;22:12,16,20;23:6;25:13,19;26:16,19;28:18;33:7,12;55:23;56:3;64:22,25;78:5,13,16;79:2,14;83:15;85:1;88:9,11;89:3;92:25;93:1,4,21;94:9,13,14;95:13,15,16
recalling (1)
41:23
receipt (1)
44:25
receive (1)
18:12
received (4)
18:2,21;84:23;94:11
recognize (2)
59:13,15
recognized (1)
41:25
recollection (5)
14:15;28:21;64:8;65:11;66:23
recommendation (1)
70:9
recommending (1)
25:8
Reconfirmed (1)
39:6
record (6)
48:6;55:13;62:7,9;94:20,25
records (4)
60:25;96:11,14,17
referred (1)
93:5
referring (1)
94:5
reflect (1)
85:14
refresh (1)
65:10
refuse (1)
36:25
refused (1)
36:23
refusing (1)
35:23
regarding (3)
20:6;53:19;85:3
regards (2)
29:2;95:5
regime (3)
10:24;74:6,11
regular (3)
8:19;91:3,4
relate (1)
16:8
related (1)
91:17
relation (1)
26:17
relationship (4)
34:15,19;63:11;77:21
Relatives (2)
8:14;9:1
relay (2)
86:18;97:2
relayed (1)
92:8
relevance (2)
61:23;62:1
relevant (1)
68:8
remember (4)
42:6;85:5;88:20;92:23
repeat (2)
19:18;75:22
repercussions (1)
43:25
rephrase (4)
5:5;19:21;22:21;77:2

report (4)
49:23;64:6;93:1,3
reported (2)
50:22;51:21
reporter (1)
4:22
representative (1)
25:10
request (2)
22:13;56:16
resign (1)
34:11
resigned (1)
74:19
resources (1)
10:3
respect (1)
77:3
respectful (1)
9:3
responded (2)
23:12;66:16
responding (1)
66:10
response (3)
84:15;85:11;89:17
responses (1)
4:19
responsibilities (4)
13:11,22;15:19;20:6
Restaurant (2)
36:7;38:7
result (3)
42:14,17;86:12
results (1)
35:19
resume (1)
70:17
return (18)
38:5;48:7,12,19;49:1,
17;50:1,9,16;51:20;
52:2;53:21;55:1,9;59:9,
20;60:3;83:16
returns (7)
50:22;52:9,12;53:14;
57:16;58:15;63:18
reviewed (1)
93:18
reviewing (2)
48:19;65:4
Rhino (2)
81:12,13
Rick's (3)
82:18,19,21
right (27)
5:19;14:6;17:9;20:24;
27:5;29:9,13,23;30:4,13;
41:3;42:4;49:4;50:6;
51:11,13;55:15;56:17;
63:16,16;74:22;79:19;
84:5;88:18;90:14;96:8;
97:1
River (3)
6:21,22;7:4
road (1)
16:11
Rock (4)
65:6,18;82:15,16
role (2)
13:3;16:12
room (8)
26:8,9;46:1,2;65:15;
82:4,9,11
rose (1)
67:14
Rule (1)
4:2
rules (2)
28:7;74:11
rundown (2)
81:21;92:13
running (1)
82:20

S

Sahara (1)
36:7
salary (12)
15:21,24;18:5,7;
47:17,18,20,23;49:20;
53:1,2,3
same (6)
35:20;42:5;55:7;83:2,
8;91:12
Sapphire (10)
7:24,25;8:2;10:19,23;
11:16;55:22;57:6,11;
67:24
Sapphire's (11)
9:11,20;13:20;24:5;
40:18,20;41:2;55:19;
73:9;74:4;79:23
Sasha (2)
96:1;97:2
sat (2)
39:4;46:4
satisfaction (1)
13:15
satisfied (1)
13:4
satisfy (1)
18:5
saw (9)
28:3;29:9;31:8;40:21;
66:10,23;73:8;93:24;
94:3
saying (5)
27:23;87:5;90:9,
91:14,23
schedule (3)
33:24;38:3,16
scheduled (4)
21:4;39:4;43:11;44:11
scheduling (1)
13:16
school (1)
5:22
score (1)
64:14
Seamless (1)
40:1
second (7)
11:17;12:21;17:16;
25:25;41:22;43:6;74:22
section (1)
26:5
security (1)
80:23
seeing (1)
28:18
seek (2)
46:17,20
seeking (1)
44:8
sees (2)
29:15,15
self-medicating (1)
42:21
send (1)
24:14
sending (1)
80:4
senior (2)
14:4;90:25
sense (1)
59:9
sent (1)
64:23
sentence (2)
93:4,4
separate (2)
46:2;83:5
separated (1)
27:3
separation (8)
34:14;75:19;76:6,7,
10,13;78:2;80:5
Service (2)
6:9;13:14
set (3)
32:5;42:9;43:8
setting (1)
19:10
several (11)
4:11;32:23;34:23;
62:25;63:10,23;66:2;
70:2;87:4;90:4;92:5
severe (1)
72:14
shake (1)
74:10
shift (6)
20:18,19;21:12;22:1,
19;23:21
short (5)
12:7;29:11;69:15;
71:7,24
shoulders (1)
90:20
show (6)
38:17;42:10;43:12;
44:14;45:21;59:4
showed (5)
39:2,5,8;44:13;45:18
shown (1)
48:6
side (5)
11:4;15:12;16:11;
31:5,6
sign (5)
14:12,25,25;15:23;
17:22
signature (4)
17:1,6;59:15,21
signed (8)
14:10,18;15:1,3,10,13;
16:24;59:17
significance (1)
20:23
signing (5)
14:7,15,22;16:20;17:2
similar (1)
49:1
similarly (1)
41:7
simple (2)
54:8;58:24
single (4)
63:4;84:23;85:20;
86:17
sit (5)
11:12;14:14;45:25;
46:3;85:19
sitting (2)
26:6;62:11
six (10)
16:5;47:8,16,17,22;
67:21;80:6;83:8,14;87:7
Skip (1)
88:3
slanderous (3)
85:2,16;88:6
slowly (2)
16:9,9
small (4)
27:5,7,9;63:20
smooth (1)
37:6
sole (1)
17:18
somebody (8)
39:6;60:10;66:6,7;
67:3;83:10;92:9,10
somehow (1)
37:25
someone (3)
15:2,12;62:23
somewhere (3)
35:13;55:19;81:1
soon (1)
71:22
sorry (5)
45:12;47:13;50:10;
78:12;84:21
sort (1)
12:25
sorts (2)
51:7,8
sound (1)
23:13
sounds (1)
90:3
sources (1)
18:12
speak (22)
34:7,8,17,22;36:13,14,
17,17,18,23,25;53:19;
58:18;62:7;73:12;81:19;
84:8,9;86:4;94:21;95:1,
10
speaking (1)
28:22
Spearmint (2)
81:12,13
special (1)
7:18
specific (2)
14:15;56:25
specifically (8)
14:22;35:6;37:3;44:9;
47:5;85:1,20;86:11
speculate (2)
68:8;70:25
spells (1)
90:3
spending (2)
22:9;23:16
spent (2)
12:6,12
split (2)
11:10;96:16
splitting (1)
11:5
spoke (12)
37:13,22;45:2;70:2,3;
73:16,19,20;81:7,10;
83:21;85:24
spoken (1)
44:23
spot (2)
8:16;28:5
spots (2)
40:17;70:13
Springs (2)
58:8;59:12
square (1)
27:5
stack (1)
58:19
stairway (3)
29:12;30:13,16
stakes (1)
72:24
stalking (1)

46:14
stand (1)
61:16
standard (3)
50:18;51:11;70:6
standing (1)
29:14
standup (1)
9:8
Star (1)
7:17
start (3)
12:17;37:12;44:8
started (4)
10:21;18:6;40:14;
43:16
starting (1)
62:14
starts (1)
58:8
state (4)
56:9,19;77:10;78:1
stated (5)
37:14,21;45:6;56:11;
57:5
statement (13)
73:25;85:20;89:24;
90:1,2,13,17;91:7,9,13;
92:9,10;93:22
statements (13)
43:25;85:2,22;88:7,
24;89:3,5,7,9,19,21;
90:9,22
status (3)
19:5;33:20;77:5
stay (1)
65:12
staying (1)
71:16
steps (2)
27:8;30:8
Steve (3)
57:17,21;82:3
still (10)
5:7;25:7,9;29:8;35:2;
38:10,10;71:2;72:11;
77:14
stint (2)
10:22;11:17
stints (1)
10:21
story (2)
35:12;75:20
stressful (1)
47:4
sizeable (1)
47:19
strike (2)
38:2;55:24
strip (1)
68:1
strong (2)
86:1;90:22
structure (2)
15:17;28:7
struggle (1)
34:16
struggled (1)
61:17
stuff (3)
14:10;55:16;58:25
submitted (1)
65:1
subsequent (1)
92:5
substantial (3)
61:3,15;64:11
sue (2)
44:4,10
suggested (1)
43:7
suggesting (1)
40:15
suggestion (3)
43:19;44:13;86:2
suggestions (1)
67:17
supervisor (2)
82:4,12
supervisory (1)
16:12
support (5)
60:4,18;61:7,12;62:19
supported (4)
62:12,17;63:8;71:13
sure (17)
4:14;9:17,22;10:4,14;
14:12;15:1;17:11;25:17;
52:14;59:23;60:25;
61:14;75:15;90:21;95:3;
97:5
surprise (6)
74:2,16,18;75:9,12,21
surrounding (1)
36:20
surveillance (2)
93:5,7
survive (2)
11:25;12:2
suspended (5)
31:14,18,25;33:8;35:2
suspension (9)
33:15;34:21;36:10,22;
40:12;64:18,21;91:14;
93:14
swear (2)
49:1,2
swore (1)
50:15
sworn (1)
4:6

T

table (1)
82:12
talk (15)
31:21;32:16;34:4;
35:16,16,18;37:3,6,24;
38:4;47:3;54:6,10;
57:20;77:17
talked (4)
35:1;54:1,3;81:4
talking (11)
29:7;44:18;45:19;
47:19,21;56:18,20;57:3;
77:22;80:4;86:23
taller (1)
29:15
tapes (1)
93:10
tax (33)
10:6;14:11;48:7,11,
19,25;49:16;50:1,9,15,
22;51:20;52:2,8,11,19;
53:14,20,22,23;54:1,3,5,
13,25;55:9,16;57:16;
58:15;59:9,19;60:3;
63:18
taxable (1)
49:6
taxes (1)
54:20
team (1)
82:23
tears (1)
45:9
technically (2)
27:18;35:1
telephone (2)
58:2;70:3
television (1)
66:11
telling (1)
75:18
ten (3)
5:20;16:6;46:11
tens (1)
50:19
term (5)
16:1,3,16;20:17;51:15
terminate (1)
17:19
terminated (4)
33:8;35:2;41:10,12
termination (8)
33:13;36:23;40:7,9,
12;75:25;76:12,13
terminology (1)
51:15
terms (1)
15:15
Terrific (1)
52:22
territory (1)
32:1
testified (4)
4:6;16:20;61:6;62:3
testifying (2)
26:17;76:23
testimony (13)
28:25;30:19;48:20;
49:9;50:8,14;51:19;
54:21;58:18;61:8;63:2;
66:22;72:18
Thanksgiving (2)
33:21,22
Thereupon (2)
4:3;97:9
though (2)
23:5;83:11
thought (2)
43:12;56:20
thousands (3)
50:18,19,24
threatening (1)
44:3
three (16)
7:14,21;14:1;16:5;
36:9;43:22;47:7;66:8;
70:4;71:8;75:4,7;80:3,6;
81:4;92:6
throughout (2)
39:12;76:9
tied (1)
38:11
tight (2)
8:18;63:14
times (13)
34:23;39:5;47:4;
62:25;63:6,19;66:4;
72:14;75:4;80:21,22;
83:5;87:8
Tina (14)
37:22;38:1,12;40:14;
43:8;44:15;46:4,5,12;
89:2;91:8,11;92:24;
95:18
tip (8)
11:5,8;25:6;41:21;
50:21;54:11;96:8,10
tips (17)
47:18,23;49:7,20;
53:6,9;54:13,14,16,18,
22;95:20,22;96:2,3,7,16
title (1)
80:25
today (5)
14:14;49:2;51:19;
57:24;85:19
together (3)
38:24;43:10;45:5
told (18)
10:12;11:10;31:14,15;
35:6;37:11;40:2;69:18,
19;73:19;74:13;76:1;
84:15;86:19;90:12;92:2;
93:11;95:18
tomorrow (1)
45:12
tongue (1)
41:21
took (3)
44:19;49:1;74:7
top (1)
67:14
total (1)
48:15
tournament (1)
63:25
toward (1)
40:8
towards (1)
31:1
town (4)
21:18;22:4;38:14;
63:12
track (1)
53:8
train (1)
87:24
trained (1)
87:25
training (2)
5:5;87:20
translate (1)
29:19
transport (1)
24:16
Treasures (7)
80:14,15,19,20;81:5,6,
8
treatment (1)
42:20
tree (1)
70:8
tried (6)
12:3,3;50:3;67:10;
68:13;87:7
true (3)
49:2;56:7;73:10
Trump (1)
7:12
truth (7)
4:16;49:17;94:17,19;
95:14,18,19
truthful (4)
50:15,17;55:2;83:20
try (12)
5:6;32:17;34:7;37:6,
10,24;43:2;66:24;67:7;
68:4;70:7;90:23
trying (5)
12:9,13;34:24;42:22;
60:9
turn (2)
70:16;79:24
turned (1)
18:9
twice (4)
35:25;75:3;77:20;82:1
two (49)
5:23;7:4,14,21;10:20;
12:22;13:8;18:2,10,11;
24:23;25:25;32:12,13;

33:9;36:2,4;40:10;41:5;
47:19;65:19;68:4;69:22;
71:12;72:14;73:1;74:6;
75:7;77:16;79:7;80:3,6,
10;81:4,15;82:6;87:1,9;
89:3,5,11,12,18,20;90:4,
14;92:7,19;93:13
two/five (1)
72:25
type (6)
22:11;24:24;27:6;
29:7;37:4;73:6
types (1)
67:7

U

Ultra (5)
39:25;41:9;79:3;
84:14;87:25
unanswered (1)
33:6
under (14)
4:15;40:22;41:19;
49:2;55:1;56:9,17;
67:21;71:21;75:2;90:18;
92:11,19;96:15
underreport (1)
52:8
underreported (4)
51:20,23;52:15,18
Understood (2)
4:23;15:18
unemployed (2)
64:17,20
unemployment (3)
68:14;72:8;76:16
unfortunately (3)
64:13;69:20;71:22
United (1)
6:9
University (2)
5:24;6:8
unless (2)
75:12;85:9
unsuccessful (3)
12:14;32:14,25
untruthful (2)
50:9,11
up (38)
8:5,15;14:6;24:11,12,
15;27:4;29:1;30:8,13,
14;32:1,5;33:21;38:14,
17;39:2,8;42:9;43:8,12,
14;44:13,14;45:18,21;
49:13;52:23;68:5;70:8;
71:6;77:19;83:24;90:8;
92:8;95:21;96:2,7
use (3)
23:5;93:6
used (4)
39:6,12;42:4,16;43:25
using (1)
35:3
usually (2)
70:18;72:24

V

Vegas (7)
6:14;7:24;8:6;10:14;
50:20,24;69:6
venture (1)
9:9
venues (1)
66:9
verbal (2)
4:18;26:14
verifying (1)
15:6
via (2)
80:4;82:21
Victoria (1)
7:7
videotape (1)
93:18
view (1)
46:2
VIP (1)
22:11
visit (3)
24:19;45:25;46:22
visited (1)
46:25
visual (2)
46:6,8
VLAHOS (2)
5:11;92:19
Vodka (1)
25:1

W

W-2 (2)
54:16;59:2
W-2s (4)
53:16;54:8,10,18
wages (1)
47:23
wait (3)
5:15;47:10;95:2
waited (2)
46:4,5
waiting (2)
12:9;63:15
waitress (3)
25:13,18;27:17
waitresses (4)
13:17;26:20;90:5;
91:16
waived (1)
4:2
walk (5)
26:13;27:4;28:15;
76:6,12
walked (2)
44:21;46:10
walking (2)
30:20,25
Walters (1)
46:25
Warm (2)
58:7;59:12
water (1)
20:9
way (16)
5:6;22:25;26:25;27:1;
29:12,13,14;31:4;40:5;
42:22;61:4;66:7;72:19;
96:24,25;97:7
ways (1)
42:24
wear (1)
13:14
weather (1)
36:17
Wednesday (1)
21:4
Wednesday/Thursday (1)
21:6
week (9)
12:21,22;18:3,4,6;
68:22,23;83:4;90:5
weeks (6)
22:12;36:10;53:11,12;
78:9;92:6
well-known (1)
41:24
Wendy's (1)
70:11
weren't (3)
57:23;86:10;94:7
What's (5)
35:11,13;61:23;92:13;
94:12
whatsoever (5)
30:12;44:3,16,18;
93:19
Whereupon (3)
17:3;48:1;59:5
whole (4)
24:11;29:1;35:22;96:8
who's (4)
9:13;46:25;47:1;93:17
win (1)
60:18
Windmill (1)
58:7
winning (2)
60:20;61:16
winnings (5)
61:7;63:17,21;64:1,5
without (4)
11:21;17:19,20;63:4
witness (14)
4:5;19:18;23:6;29:20;
37:20;61:16;64:10,
68:12;73:24;75:15,
90:15;91:20,22;93:7
witnessed (1)
29:2
won (2)
63:25;64:11
word (9)
10:10;12:4;23:10;
35:14;66:5,21;70:9;
79:13;80:22
worded (2)
91:10;93:6
words (5)
14:5;26:10;36:16;
37:13;44:6
work (51)
6:13,16,19;7:2,6,20,
25;9:2;10:19;11:1,15;
16:4;19:2,8,9,22,24;
20:1,14,18;23:21;37:2,
14,23;38:1,10,12,13;
43:10,11,25;63:13;68:1,
1,2,4;69:23;71:9,10;
73:14;74:18;75:5;82:9,
22;87:12,15;90:19,24;
92:12;93:16,20
worked (31)
6:9;7:7,9,16,23;10:20;
18:24,25;19:1,5;20:1,4,
19;21:19;23:23;24:1;
40:18;45:6;47:8,16,22;
56:20;63:13;67:19,24;
73:14;74:3;77:14;87:1;
88:8;96:25
working (21)
8:7;12:17,24;21:1,5,
12,21;24:3;25:4;28:3,
10;30:5;31:24;33:23;
46:5;56:4;57:1;63:3;
71:22;77:12;81:8
workplace (1)
46:13
works (3)
66:19;78:1;86:24
world (1)
51:8
worried (1)
51:10
worst (1)
89:21
written (2)
32:1;92:24
wrong (3)
27:18;47:14;70:8

Y

year (17)
6:17;7:10;8:11;16:5;
37:21;61:10;72:12,16;
77:8,20;79:21,21;80:12;
81:15;82:6,16;94:2
years (23)
5:20,23,25;6:12;7:5,
14,21;8:4;10:20;12:6;
16:6,6;31:24;39:13;
47:6,7;50:21;52:8;
58:14;63:24;65:13;68:4;
72:14;89:11,12

Z

zero (1)
68:23

Electronically Filed
05/08/2012 11:46:53 AM

CLERK OF THE COURT

ERR

Norman H. Kirshman, Esq.
Norman H. Kirshman, P.C.
State Bar Number: 2733
700 South Third Street
Las Vegas, NV 89101
Telephone: (702) 382-5210
Facsimile: (702) 366-0424

Gary G. Branton, Esq.
Branton Law Office, LLC.
Nevada Bar Number: 4542
312 S. Jones Blvd.
Las Vegas, NV 89107
Telephone: (702) 395-0320
Facsimile: (702) 395-1871
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

Jeffrey Lutes, an individual; Plaintiff vs. Peter Eliades, an individual; Tina Fuentes, an individual; Olympus Garden Inc., a Corporation dba Olympic Garden Does and Roes 1-50 Defendants	CASE NO. A-11-637654-C DEPT. NO. XXVII **ERRATA TO PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS** Hearing Date: May 11, 2012 Hearing Time: 9:30 a.m.

Plaintiff, Jeffrey Lutes, through his counsel, Norman H. Kirshman, submit the following Errata:

1.) On page 5, line 11, Eliades Deposition transcript page 53 was erroneously omitted.

Date: May 8, 2012

Respectfully submitted,

Norman H. Kirshman, 2733
700 S. Third St.
Las Vegas, NV 89101
(702) 382-5210

This letter here, when she complained, and she claimed what he did, then we had no choice but to let him go, because it's sexual harassment. The sexual harassment is what she complained is a sexual harassment, it's what let him go.

Q. Are you finished?

A. I finished.

Q. Okay. Did she say that there were only two customers with him at the table?

A. I was informed there was -- he was sitting with two other customers, a friend of his. Not customers that he didn't know.

Q. And he was off duty?

A. He was off duty. He came to the place.

Q. Did he bring those customers with him?

A. I presume he did. But I'm not going to tell you yes, and I'm not going to tell you no, because I do not know.

Q. But if he brought the customers with him, would that be a violation?

A. No. That's not a violation. And he was in no violation. As long as he was sitting on the table, there was no violation.

Q. So there was no violation until Tina said that he was right behind me at the bar. Right?

CERTIFICATE OF MAILING

I hereby certify that on the 21st day of May, 2012 I served a true and correct copy of **"ERRATA TO PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS"** by:

____ serving the following parties electronically through CM/ECF as set forth below;

__X__ emailing a copy to DBrown@Brownlawlv.com

____ faxing a copy to the numbers below;

____ depositing a copy in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

David T. Brown, Esq.
Brown, Brown & Premsrirut
520 South Fourth Street, 2nd Floor
Las Vegas, NV 89101
DBrown@Brownlawlv.com

An Employee of Norman H. Kirshman, P.C.

Electronically Filed
05/29/2012 11:46:45 AM

TRAN

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, Plaintiff, vs. PETER ELIADES, ET AL Defendants.	CASE #A637654 DEPT. XXXI

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

MONDAY, MAY 21, 2012

***PARTIAL TRANSCRIPT OF PROCEEDINGS*:**
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS PRE TRIAL CONFERENCE -- JUDGE'S RULING

APPEARANCES:

For the Plaintiff: NORMAN H. KIRSHMAN, ESQ.

For the Defendants: PATRICK J. SHEEHAN, ESQ.

RECORDED BY: RACHELLE HAMILTON, Court Recorder

MONDAY, MAY 21, 2012, AT 10:24 A.M.

[Prior proceedings not transcribed]

THE COURT: Thank you, counsel for the briefs. Thank you for the oral arguments. The Court is ready to rule on the motion for summary judgment. The motion for summary judgment the Court's going to break down between the individuals and the corporate entity for purposes of its ruling.

First we have both Peter Eliades -- and if I'm mispronouncing people's last names my apologies -- and Tina Fuentes as individuals. We have the cause of action, breach of contract, breach of covenant, good faith and fair dealing, emotional distress, defamation of violation of 613.200, which is in essence -- well it's preclusion of employment but informally known as the blackballing statute here in Nevada. The Court is obviously very familiar with each of these provisions.

The Court has not found that the pleadings nor argument or anything has set forth any of the elements that would be appropriate for any of those causes of action against the individual. If I break it down for breach of contract there's no allegation in the complaint nor is there any admissible evidence presented to the Court that either Ms. Fuentes or Mr. Eliades had their own contract, and so therefore absent some specific contract of employment between two individuals you cannot find because a corporate entity hired someone that there would be a breach of contract, and so therefore the breach of contract claim against the individuals would fail.

Similarly the breach of covenant, good faith and fair dealing is tied to the contract with regards to if there's not even an underlying breach of contract, and if you don't have an underlying contract a breach of covenant obviously can sound

both in tort; and in contract it appeared from the pleadings that it was asserted in contract, but even the Court looked at in tort. The Court doesn't find that any of the elements would be made with regards to the individual employees when I look at the emotional distress claim. And the emotional distress claim, intentional infliction of emotional distress, you all are familiar with each of the elements. In order for the elements obviously you have to have a certain standard of conduct. The Court does not find that there has been evidence presented from an admissible standpoint that would defeat summary judgment with regards to the emotional distress claim when I'm looking at each of the individuals.

Similarly with the defamation claim, not only is it not particularized the who said what, when, where and how to the extent that even if you were to look at the alleged claims, you know, Jeff engaged in this type of conduct, or words to that effect, it was asserted in the opposition, at best their opinion, it wouldn't rise to a level for defamation, the criteria not met for defamation. 613.200, although not a case directly on point about whether or not that statutory provision can even be applied as to individuals, the Court doesn't find in this case that it is. I mean it's a willful. There's nothing that's been established either from the complaint in any of the pleadings nor any of the admissible evidence that even meets, quote, a willful standard and so therefore, and based on the rest of this statutory language, none of the individuals would be appropriate and therefore it -- summary judgment would be granted as to each of the individuals as to each of the claims.

Now looking at the corporate entity Olympic Garden, Inc., d/b/a Olympic Garden. Let's break down each of these claims. I'm going to start with the 613.200 claim. Similar to as with the individuals, there has been no allegations nor has there been any evidence of any willful prevention of employment. If the Court

clearly is looking at the underlying, undisputed facts where you see that Mr. Eliades had been out of work over eighteen months, was initially denied employment at Sapphire going back historically, and then later on got employment at Sapphire and then subsequently was out of work and then got the employment at Olympic Gardens. If you look at that and then his claim for basically the willful blackballing is that somehow something that happened at Olympic Gardens precluded his good name in the industry.

The Court finds if you look at the history of the undisputed facts, find that he had -- wasn't -- he didn't even get a, quote, a job at first in the industry until there was some type of assistance alleged by Mr. Eliades, the Court can't find that there's any willful prevention of employment in the industry. There's not been any facts or evidence specifically presented. At best we have a couple of speculative -- I have no affidavits. I have nothing that prevents -- excuse me, presents any admissible evidence that any employer has not employed Mr. Lutes for any reasons as related to Olympic Gardens. I have no depo testimony to that. I have no affidavits. I have nothing, so summary judgment would be appropriately granted on the 613.200 claim as to Olympic Gardens.

With regards to the defamation claim. The Court first asked a question on that about whether third parties, it's correctly pointed out. You all know the standards of each of the elements for defamation. I have nothing published. I don't -- there is nothing, no evidence even that's showing a specific individual made a claim. Even it's mentioned in oral argument that somebody told him that something may have been said, and there's a reference in the opposition that stating, quote, you know, Jeff engaged in some type of conduct statement, and I'm paraphrasing. It's not going to rise to everything that's been presented to this Court from a

defamation standpoint; it doesn't meet the elements. And then second, as I noted with regards to the individual defendants, even if you had the who said what, when, where and how, and published the third parties, at best even the phrases allegedly are the defamatory phrases are statements of an opinion, so those would be an independent basis with regards to that.

Emotional distress as to the corporate entity. The other criteria it's got to be intentional, infliction of severe, pervasive, emotional distress. There's been no evidence or any admissible evidence presented to the Court that there was any intent. At best what you really have, and it's phrased kind of clearly as well in oral argument as set forth also in the papers, is you have, quote, two and a half months of lack of knowledge of what's going on. There's no Nevada authority that says the mere failure to tell someone officially that they're terminated could be severe and pervasive to meet any of the criteria appropriate for emotional distress. And also there's not been asserted any specific damage. The only damage is that have been hypothetically asserted have been the failure to become employed, not showing any severe -- that there is any, quote, emotional distress that occurred. There is no affidavits of any doctors. Not even seeing any physicians or anything that would rise to it. So if you look at each of the elements of that particular claim it would fail, so therefore summary judgment is properly granted as to the corporate entity as well on the emotional distress claim.

Now the breach of contract and the breach of covenant claim. This really seems to be the heart of what was argued both in oral argument and focused on mainly the briefs.

The question becomes is this an *Ahmad vs. Southwest* situation or is this not. And when I phrase it that way what I mean is is whether or not I feel like a

majorities opinion in *Ahmad vs. Southwest*, is there an inconsistency in the employee handbook that should bind the employer that somehow gives inconsistent information. The Court specifically asked the query to counsel about whether or not there was any provisions other than what's referenced as the termination of employment provision. Unfortunately the handbook was numbered by pages I can't give you a page reference specifically, but it was the bottom of one of the pages. And when I looked at that language, which is the focus of whether or not there was, quote, any contract for continued employment to take this out of the standard at-will -- looking at the at-will statute you have to have a specific. You have to have a good cause provision. You either have to have long-standing continuous employment; you have to have something.

Some key factors that the Court was noting as undisputed findings of fact, and even asserted by Plaintiff's own counsel is if Mr. Eliades is not even the president of the company then any of the, quote, alleged oral statements or the fact that he wanted him to become senior management, or that they had a long-standing relationship, or the fact that, you know, he was telling him he was wanting him to do more, and the fact that even Mr. Lutes came out from Chicago. Even if you looked back to it historically, if you were to look at any of those factors Mr. Eliades, as stated by Plaintiff's counsel, is not the president then he would not even have had the authority to change the at-will employment relationship. And so therefore none of those would really be factors that the Court could look at because it only says clearly in the handbook that the president has the right to change the at-will nature of the employment relationship.

Now even regardless, even if discovery had shown that Mr. Eliades was the president, or he's alleged to be in a position of authority, that somehow you

could change the term president to some type of position of authority, I don't think you still get there. I don't see from the evidence that is presented to this Court. If I look at the handbook provisions it says at-will at the front. It says at-will at the back.

Now because it does allow, in certain circumstances, a different task or route to be taken with regards to certain employees, it's clearly that it said it may. It is the employer's option. There is nothing from the contractual standpoint that requires the employer that once a person has served, even the probationary period reference by counsel in the pleadings, to change it. There's nothing that says, as many handbooks do say, that you go from a standard of being a probationary employee to being something else that has a good cause standard.

The Court specifically asked, and I appreciate the fact that I was provided the entire employee handbook as referenced to the Court, there is no good cause standard. There is no just cause standard. There is no specific determination that after a certain term of employment the person goes from status A to status B.

Then even if the Court were to look at the various factors that you might look at outside of the specific contractual provision, length and term of employment, etcetera. It's acknowledged undisputed this is a six-month employee, no disrespect to a long-term friendship relationship, acquaintance, whatever it may be. You have to look at Olympic Gardens as the employer. And Olympic Gardens as the employer there was only alleged, approximately a six-month term of employment there before the alleged incident occurred. And so even -- you wouldn't have those factors even if you looked outside of the clear language in the handbook for long-term relationships.

So on the absence of any of those factors the Court cannot find that there is a breach of any just cause or good cause provision. The Court finds that there was an at-will employment relationship, and with an at-will employment relationship with cause, with that reason, at any time, etcetera.

Now it was pointed out to the Court that the -- paraphrased that the aspect that possibly the investigation was not truly a full and thorough investigation, but the Court has to look at the factors of a breach of contract claim. The Court's not trying to revisit any other potential claim that may or may not have been out there. When I'm looking at a breach of contract claim I have to see if there was a breach of contract. There is no contract provision interestingly enough, but in this handbook even, you know, requiring a mandatory investigative process that the Court can even look there. So in the absence of that the Court does not find that there's a breach of contract, summary judgment is properly granted in favor of Defendant with a breach of contract claim.

Then looking at the breach of covenant claim. When I look at the breach of covenant, once again whether I look at in contract or I look at it in tort all the factors enumerated with regards to the individuals would be applicable here as well with the additional factors that the Court looked at the underlying contract. In the absence of any enforceable contract there cannot be a breach of covenant claim. But even if the Court were to try and somehow state that a breach of covenant claim could survive independent of a breach of contract claim the Court doesn't see it here because the Court doesn't see any conduct of anyone outside the terms and conditions of the, quote, alleged contract, which the Court didn't find, it's only an at-will contract, an at-will employment. And with regards to that there cannot be a breach of the covenant of good faith and fair dealings found in either in

contract or in tort, and summary judgment would be appropriately granted therein.

Now while the Court has not specifically articulated each and every one of its findings of fact and conclusions of law, the Court is adopting the undisputed facts because they were undisputed as set forth in Defendant's motion with the small caveat set forth here in my oral ruling here today.

And with that regard I think that addresses each and every one of the causes of actions in which the Court deems it's appropriate to grant summary judgment, and therefore would ask defense counsel to prepare a detailed findings of fact and conclusions of law consistent with the Court's order, and consistent with obviously EDCR 7.21. Submit it to opposing counsel and provide it to the Court within ten days. If there's additional time that is needed -- the Court -- just please request it of the Court and the Court will consider all such requests.

I do appreciate the excellent oral argument by all counsel. I think this is one of those cases that it's pled well on the pleadings and all the record before me that summary judgment was appropriately granted. Thank you very much, counsel.

MR. SHEEHAN: Thank you, Your Honor. May I include the last sentence in the order that says the trial date's been vacated?

THE COURT: Oh, of course, because the Court has deemed not only will the trial be vacated but obviously pretrial conference and the calendar call. All dates will be vacated upon the signings substantive order and the notice of entry of order of the summary judgment.

MR. SHEEHAN: Thank you, Your Honor.

THE COURT: Thank you so very much.

///

[Proceeding concluded at 10:37 a.m.]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video recording in the above-entitled case to the best of my ability.

RACHELLE HAMILTON
Recorder/Transcriber

Electronically Filed
06/22/2012 11:56:15 AM

TRAN

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, Plaintiff, vs. PETER ELIADES, ET AL Defendants.	CASE #A637654 DEPT. XXXI

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

MONDAY, MAY 21, 2012

***PARTIAL TRANSCRIPT OF PROCEEDINGS*:**
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS;
PRE TRIAL CONFERENCE

APPEARANCES:

For the Plaintiff: NORMAN H. KIRSHMAN, ESQ.

For the Defendants: PATRICK J. SHEEHAN, ESQ.

RECORDED BY: RACHELLE HAMILTON, Court Recorder

MONDAY, MAY 21, 2012, AT 9:47 A.M.

THE COURT: You were just being called to see if you all were coming. Please we're -- I had already called the matter, we were just -- counsel was just about to call --

MR. KIRSHMAN: Norman Kirshman for the Plaintiff. We got a little mixed up.

THE COURT: No worries, have a seat at the counsel table and we're ready to call you.

MR. KIRSHMAN: This is the Plaintiff.

THE COURT: Okay, thank you so very much. Okay, this is case number 637654. Defense counsel, although you stated I'm not sure we got it clearly so --

MR. SHEEHAN: Sure. Pat Sheehan from law firm of Fennemore Craig on behalf of Brown, Brown and Premsrirut, David Brown on behalf on behalf of the Defendants, and it's our motion.

THE COURT: Did you all substitute?

MR. SHEEHAN: No I'm just appearing here this morning.

THE COURT: Oh, okay. That's --

MR. SHEEHAN: We'll see. If it goes to trial I'm going to substitute in.

THE COURT: Okay, I was --

MR. SHEEHAN: May I approach the bench, Your Honor?

THE COURT: Feel free to give it to my marshal.

MR. SHEEHAN: This is just the exhibits that I attached to the motion, Your Honor, and I just -- for my purpose of my oral argument I wanted to go through them real briefly.

THE COURT: No worries. Does counsel wish my inclination on these before you start oral arguments, or do you wish just to do your arguments? I know you all are very prepared and know your area so if you just wish to go through that's fine.

MR. KIRSHMAN: Well I'll wait and have counsel open.

THE COURT: Okay, go ahead.

MR. SHEEHAN: Well I'm feeling -- if you want to give your inclination I'm more than happy to hear that.

Basically, Your Honor, if you look behind -- the first --

THE COURT: I will tell you I think your motion has merit on many grounds. Where I have some questions are breach of contract, breach of covenant and defamation, okay?

MR. SHEEHAN: Okay.

THE COURT: I will tell you I see strong merit on the 613. I -- you both may be aware this is not an area that I'm unfamiliar with and I need to flush out a little bit more on the contract determination provision versus the at-will, and I quickly skimmed your exhibits and I think that's where you're heading anyway.

MR. SHEEHAN: It is, Your Honor.

THE COURT: And the covenant is tied to the contract, and the defamation I just need clarity on the defamation on outside, or do we just have speculation of potential employees because that one was a little unclear for me in the pleadings. That's my inclination.

MR. SHEEHAN: Thank you. Your Honor, if you turn behind tab one with what I've just given you. As Your Honor is well aware, first of all pursuant to Nevada law you are an at-will employee, so we start from there. So the burden of proof is on them to show that he was not an at-will employee.

We take that quite a bit further in this case, however though, because if you can see from behind tab one there is a paper signed by Mr. Lutes which states I -- I'm sorry, you are recording this, right madam?

COURT RECORDER: Yes.

THE COURT: Yeah, we have a court recorder so everything automatically gets recorded. If the parties wish to order anything they can do so afterwards.

MR. SHEEHAN: All right. As you can see what it says here, Your Honor, I acknowledge that I have received a copy of the employee handbook. I understand that this handbook is descriptive only and is not intended to create a contract of employment. Olympic Garden is an employer at -- there's a little typo there but -- an employer at-will and the company at it's sole discretion may modify the statements made here at any time. I further understand that the company has the sole discretion to determine the duration of my employment and may terminate employment without notice and without reason, and any oral representations of the company are then null and void. So he signed that page of the employee handbook.

Let's turn to behind tab two. And as you can see behind tab two I've highlighted some further language. It is not our intention to guarantee anyone any job or create an expressed or implied contract of employment. You have the right to terminate at any time for any reason or no reason at all and the company reserves the same right for itself. No one other than the president of the company has authority to enter into any agreement for employment of a specific period of time or make agreements contrary to this.

Turn behind tab three; termination of employment. As an at-will employer the company may terminate an employee at any time for any reason or

no specific reason without any prior notice.

Now we turn in to -- behind tab four. The president of the company is Pete Eliades and this is one of those no good deed goes unpunished cases, Your Honor, because Mr. Eliades went out of his way to get this gentleman a job at Sapphire, another club in town, and then he couldn't get a -- whatever happened to him there, then he couldn't get a job for 18 months, then he came back and he gave him a job at Olympic Garden.

But look at -- as you recall it said in that last section that I read, only the president, you know, whatever -- at-will, at-will, at-will. Look at Mr. Lutes' own testimony at page eight -- 16, and I've highlighted it also; question: To your knowledge was the term of your employment ever discussed? A: The term of my employment? Q: Did you guys say hey, I'm going to work here for three months, six months, a year, five years, ten years, any amount of time? Answer: We didn't get into a timeframe.

Now Your Honor, let's take a look at what their argument is as to why they think there's anything other than an at-will employee status other than -- even though the law says that and even though the handbook clearly states that. It's in the brief and I put in -- behind tab five, and you can see I highlighted it. Based on Eliades' previous ability to get Sapphire to hire Lutes, and Eliades hiring of Lutes at Olympic Garden, Lutes assumed long-term employment existed.

Your Honor, I mean their -- I've never seen a breach of contract case so clear in my life. I mean if the law says at-will employer, the stuff he signed says he acknowledges over and over again at-will employment, and his only defense is because he got me a job some place else and hired me here, I assumed I had a long-term contract. Obviously, Your Honor, that's far short. So that's on the

contract claim. And like you said the implied covenant falls within the contract claim.

THE COURT: Stands or falls pretty --

MR. SHEEHAN: Stands or falls. Then he's got an intentional infliction of emotional distress claim. Since Your Honor is well aware in order to have intentional infliction of emotional distress you have to have -- show extreme outrageous conduct. Set forth in the brief and in the reply brief he has two claims there. Number one he claims that they set up settlement meetings then Mr. Eliades didn't appear. Well I cited his deposition testimony. He did come to two meetings -- Mr. Lutes admitted that he came to two meetings, but at both meetings he said on advice of counsel -- Mr. Eliades said on advice of counsel I can't talk to you about it. I think Mr. Lutes' exact word -- testimony was Mr. Eliades said I can talk about the weather, we can talk about whatever else you want to talk about, but I can't talk about the lawsuit based on counsel. That's not extreme -- that's not intentional infliction of emotional distress.

And then the second thing that he claims constitutes intentional infliction of motion distress is Mr. Eliades wouldn't help him get another job. Obviously that's not intentional infliction of emotional distress either. So the intentional infliction of emotional distress claim falls.

Lastly we have defamation, and the defamation he has failed to cite a specific -- any statement from anybody. He's failed to present one single statement from one single individual. He is -- in order to pursue a defamation claim you have to say so and so said this false thing about me on X date and it caused me these damages. He has failed to state that any single statement from any single person. He's failed to produce an affidavit from any single person saying that this statement

was made and I heard this statement. He needs to produce an affidavit from a third party saying I heard this statement and it caused me not to give him a job or not to do this or whatever; it's total speculation.

He hasn't identified a single statement -- specific statement. He hasn't identified a single person who said anything. He just said there are rumors going around the bar, and also I applied for other jobs and I didn't get the jobs. And he surmises from that that somehow my client defamed him. That's clearly not sufficient to meet the burden of proof to overcome the summary judgment on the defamation.

So he hasn't met his burden of proof on any of the counts and we believe we're entitled to summary judgment on all of them, Your Honor.

THE COURT: Did you want to address the 613 count?

MR. SHEEHAN: The same thing. I'm mean there's no evidence. You've got to have -- he's got to have something that says that we did something, and other than the fact that I applied places and I didn't get a job that doesn't meet the burden of proof. He needs to find -- submit an affidavit from someone saying this is what Mr. Eliades did, or this is what so and so did. But -- and again you've got a number of defendants in here hasn't said so, you know, Mr. Eliades individually -- hopefully you're not going to get to the individuals and who did what and so on and so forth, but I think it is worth pointing out that at a minimum, you know, all of the defendants besides the corporation are gone from this case because there was no contract with Mr. Eliades or Ms. Fuentes obviously and -- nor has he raised anything about those people on the other claims.

THE COURT: Counsel?

MR. KIRSHMAN: It's kind of enlightening to find out that we've got a single

issue case, but we don't. The counsel has neglected to refer to regular employees. I've cited to them, having been there six months they become regular. The Defendant, Mr. Eliades, who by the way testified under oath during his deposition that he didn't own anything, that he was not an officer, that he was not a director, he merely was a consultant. And I think that he said he was paid on a monthly basis. Now --

THE COURT: Who was the president then?

MR. KIRSHMAN: He was not the president.

THE COURT: Did -- was it stated who was the president?

MR. KIRSHMAN: I never could find out.

[Colloquy]

MR. KIRSHMAN: There were five or six members of the family who were in -- who were disclosed as basically a board of directors, they didn't call it that, but the immediate members of the family were the people making decisions.

Now we cited in our response that someone being there six months or more, that that someone may be -- may be favored by the just cause, and that's backed up in our -- every fact that we mention is backed up with transcript references under oath.

It's interesting that counsel neglected to talk about the fact -- you could call it an ambiguity, you could call it what you will, but the fact remains if they didn't want to give him a just cause avenue why did they have to go through the complaint, which they did, and that's in our response.

Furthermore we have Mr. Lutes' deposition wherein under oath he testifies that he had given discipline to Ms. Fuentes and that he was preparing a recommendation that she be terminated. It's not an isolated observation because --

THE COURT: But counsel, under the current law of Nevada they don't have to -- are you saying that the employer has to get it right or -- if the allegations, and this Court is in no way asking or making a determination as to those allegations, but if an employer has notice of somebody allegedly engaging in inappropriate contact and alleged sexual harassment then are you saying that's not a sufficient basis to cease somebody's employment?

MR. KIRSHMAN: The evidence that there was harassment is like a butterfly after it's had the enjoyment of flying around drops dead, and this -- that's what this is. Mr. Lutes asked for a meeting, asked for an opportunity to tell his side of the story, and in that regard I guess counsel was saying you don't have to do that. But the fact of the matter is he was eligible for it and if they wanted to they could have said wait a minute, we don't have to go through that, we don't have to go through just cause, but they won't do that either.

THE COURT: Where is the obligation to go through just cause in the handbook? Are you referencing the termination of employment section that was referenced in your opposition that says in relevant part that they believe in nurturing a long term relationship the company has adopted other -- another procedure of termination which will be utilized depending on the circumstance? Is that this -- is that the only basis?

MR. KIRSHMAN: It's in there. It's in there with an accompanying statement that said that we like to keep people who do their job and we like to be fair to them, and if you want me -- if I could take a couple minutes I would point that out to you.

THE COURT: Sure I -- the section that you quoted was the term -- the section designated termination of employment. I just was asking is that the only section you're relying on or is there another section that was not asserted in your

brief that you're also relying on in oral argument?

If you need to come up -- if you -- I just was asking was there another section? You gave me the whole handbook, right?

MR. KIRSHMAN: I gave you the whole handbook.

THE COURT: Okay, so I read the whole handbook, okay? In addition to the unedited depositions that were attached thereto. I didn't see in the handbook any other provision that said -- titled just cause or anything like that. I'm just asking, is there something maybe the Court missed?

MR. KIRSHMAN: It's something that you not -- that you should not miss. If I might have --

THE COURT: Of course.

MR. KIRSHMAN: -- a second --

THE COURT: Of course.

MR. KIRSHMAN: -- because it's referred to in our response.

THE COURT: Right. The section I saw referred to in your response was entitled termination of employment, and it talked about nurturing long term relationships. That was the excerpt from your opposition. What I did not see in your opposition was any assertion that independent of that one provision that there was some other provision in the handbook that required just cause, good cause, something heightened above at-will.

MR. KIRSHMAN: Well I think that as things progressed I never said it forced the company to provide just cause, but it's there. And it's there, and it causes ambiguity. And if I can move along a little bit.

THE COURT: Of course. Of course.

MR. KIRSHMAN: The -- on the day of the incident Mr. Lutes had regular

employee status, and as a regular employee he had two things coming to him. One -- one would be the -- if the management felt that it was in order then he could seek just cause treatment, but there's another -- there's another issue. The other issue is that Mr. Lutes and Mr. Eliades over a period of 20 years knew each other. Were they intimate friends? No, but they knew each other, and it was Mr. Eliades who, based upon a positive report from a mutual friend, caused Mr. Lutes to fly out to Nevada, and he did. And he was interviewed but no job offer came. That was when he was being interviewed for Sapphire. Sapphire I think with as a new -- a newish gentlemen's club.

So he flew out. He was interviewed. He wasn't made an offer, and he flew back to Chicago. The next step in this sorry situation is that Mr. Lutes received a telephone call from the mutual friend and he was asked to come out to Nevada again, which he did. And Mr. Eliades told him don't worry, I'll get you the job.

MR. SHEEHAN: Your Honor, I hate to interrupt but this is 18 months before. This is --

THE COURT: Counsel, I appreciate it --

MR. KIRSHMAN: You know what --

THE COURT: I am --

MR. KIRSHMAN: -- I didn't interrupt you, counsel, and I'd appreciate it if you would wait.

A special relationship arose from all the years and from the ambiguity, if you want to call it that, of having some language in the handbook that introduced the concept of just cause, and shortly thereafter there was -- there were further conversations between someone I'll call Manny, he was the general manager, Mr. Peter Eliades and Norman Kirshman -- I'm sorry, and Jeffrey Lutes. At that

meeting -- and I believe that we've cited -- we've cited to the deposition of Mr. Lutes -- the future was talked about and Mr. Eliades, according to Jeff Lutes testifying under oath, said in effect that I want you -- I want you to assume more authority. He gave him a promotion to senior, senior manager. There was some conversation about Mr. Lutes be further advanced to the key manager.

This isn't some -- this just isn't something that Mr. Lutes would be treading lightly on, and in effect there were verbal assurances that Mr. Eliades was satisfied with what he had seen in the six months that he had been -- that he had been there that he would like Jeff Lutes to -- I don't want to interrupt your reading, Your Honor.

THE COURT: I'm not -- I was just looking at one provision that you just referenced and I had it highlighted, the depo excerpts, so you're not interrupting me at all, I'm just looking down for a quick moment. Please continue.

MR. KIRSHMAN: My apologies.

THE COURT: No worries.

MR. KIRSHMAN: In respect to the intentional infliction of emotional distress, Mr. Eliades kept Mr. Lutes in limbo for two and a half months suspension. He cut out the salary. He cut out everything.

One of the other incidental flaws is that the -- one of the flaws was that Jeff Lutes wanted to tell his side of the story. Mr. Eliades said, and counsel was accurate, I can't talk to you about the case. And yet they kept him on suspension for two and a half months.

You know, you wonder if the guy is such an oddball that he goes chasing cocktail service you want to get rid of him. If you believe in your at-will condition they could -- and if they believed in their case why didn't they use -- why

didn't they use these so-called at-will authority to send him home on the 19th of the month? That was the day that she wrote her complaint. They didn't do that.

Mr. Lutes was forever -- Mr. Eliades was forever offering a carrot about employment elsewhere. And the straw that broke the camel's back is that Mr. Eliades was told by somebody that Ms. Fuentes would not remain as an employee if Jeff Lutes was still employed.

Now there was a meeting arranged. I don't know whether it was arranged by Mr. Eliades or Manny, the general manager, but there was a meeting scheduled and Mr. Lutes showed up; and Ms. Fuentes, according to what we're told through the deposition of Mr. Eliades or Ms. Fuentes, I don't want to work with him, I can't work with him.

Now the harassment, counsel for Olympic Garden and Mr. Lutes filled up seven, eight pages trying to figure out what Mr. Lutes did and he -- it never came through. It came through that Mr. Lutes, on his day off, had brought eight or nine VIPs that he knew. They came to Olympic Garden. They sat in a place that was all right. Mr. Lutes claim that his paths -- his path at that time was not him behind Ms. Fuentes, it was this way. It was one going toward the other but with a different destination.

This is not a simple at-will or not at-will case, and we're prepared -- if the Court wants more information we'll give it to you, but I think that in respect to summary judgment there are certain facts that are immutable. One of those facts was the outstanding discipline that Mr. Lutes was responsible for.

I wish you would -- I wish you would maybe play it back and compare it to the information that you heard from counsel. But this is not a straight termination at-will case, it just isn't. It's not the kind of case that should go to summary

judgment. I mean it's still -- it still requires -- in the *Southwest Gas* case where they were dissents and what not. It's a mindset that the employer has the right to at-will, the employee has to overcome that right. And I would beseech you, Your Honor, to either seek a little more paper; but I believe that there is clearly, like the special relationship, they knew each other for a long time. He knew the family. He was promoted twice by Mr. Eliades, who of course in deposition denied having any formal position with the company. Nevertheless, he was the one who people went to when they wanted a decision, and I challenge -- I challenge the Defendant to dispute that.

I guess I've overdone my intention. Thank you.

THE COURT: Thank you.

Your motion, you get the last word.

MR. SHEEHAN: Thank you. Your Honor, I think you just heard him say yes, the -- they had the right to terminate him at-will. They could have gone down this road but they had the right to do this.

You also heard him say pursuant to Nevada law it's clearly their burden, and you already know all this, and you know, you've -- today's the day. I mean for him to say but I need more time to file the papers, and I need to come up with more arguments, and so on and so forth, well it's their burden. They filed the lawsuit a long time ago, gone through the whole discovery. It's their burden to come here today and show us the contract. Where's the contract? Point to the language -- some language someplace that says this was an -- something other than an at-will employee.

They have not met their burden of proof. They did not meet the burden of proof on the defamation. They did not meet the burden of proof on anything.

MR. KIRSHMAN: Your Honor, just one short statement. The overall picture from the date that Mr. Lutes was suspended, Mr. Eliades and the general manager have testified that their -- that they thought there was an investigation, but there was no investigation. And there was the video. Her complaint refers to a video whereby the bartender, a Mr. Brown, no relationship, was -- could have seen what transpired. So we took Mr. Brown, the bartender's deposition and he said I couldn't see anything. And somewhere along the way the video disappeared. And maybe for that reason alone this case is different. Thank you.

THE COURT: Thank you. This is your motion, do you want to address the *Bass-Davis* concept that was just brought up or?

MR. SHEEHAN: The what? You know, he has to argue the merits of it. Again the merits of it is not what we're here for today. The question today is he an at-will employee and I think Your Honor has seen that he's not an at-will -- that he was an at-will employee.

THE COURT: Okay.

[The proceedings continued with the Court's ruling; previously transcribed]

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video recording in the above-entitled case to the best of my ability.

RACHELLE HAMILTON
Recorder/Transcriber

Electronically Filed
06/26/2012 03:14:41 PM

CLERK OF THE COURT

ORDR
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St.,
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-1023
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual,

Plaintiff,

vs.

PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPUS GARDEN, INC., a corporation, d/b/a OLYMPIC GARDEN; and DOES and ROES 1 through 50 inclusive,

Defendants,

Case No.: A11637654-C
Dept. No.: XXXI

ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS

Date of Hearing: 5/11/12
Time of Hearing: 9:30 a.m.

Defendants' Motion for Summary Judgment On All Claims having come on before this court on May 21, 2012, Norman Kirshman, Esq. appearing on behalf of Plaintiff and Pat Sheehan, Esq. appearing on behalf of Defendants, the Court having reviewed all papers and pleadings on file herein and entertained oral argument, finds the following facts and makes the following conclusions of law:

FINDINGS OF FACTS

1. Defendant Lutes met Defendant Eliades through a mutual family friend in the early 1990's.

2. Several years later Mr. Lutes moved to Las Vegas and requested that a mutual friend contact Mr. Eliades to assist Mr. Lutes with finding a job.

3. Mr. Eliades generously helped Mr. Lutes obtain employment at Sapphire

TC31

Gentlemen's Club, despite Mr. Lutes having already been rejected for the position.

4. A few years later, Mr. Eliades ceased having ownership interest in Sapphires, and ultimately, Mr. Lutes pay was reduced by new management resulting in Mr. Lutes voluntarily departure.

5. After quitting his job at Sapphire Gentlemen's Club, Mr. Lutes was unable to obtain employment for nearly eighteen (18) months.

6. During his extended period of unemployment, Mr. Lutes continued to seek employment at other gentlemen's clubs but failed on all attempts.

7. In May 2009, Lutes met with Mr. Eliades and the general manager of Olympic Gardens about the possibility of working at that club.

8. Mr. Eliades assisted Mr. Lutes a second time with getting a job at Olympic Garden.

9. Mr. Lutes was hired as an at-will employee at Olympic Garden.

10. Mr. Lutes was not promised any salary or any term of employment by Olympic Garden or Mr. Eliades.

11. Plaintiff did not enter into any written agreement with any of the defendants.

12. He did receive an employee handbook and signed a page at the end of the handbook containing an acknowledgment which stated, "This is not intended to create a contract of employment" and that "Olympic Garden is and [sic] 'employer at will'".

13. On November 18, 2009, Lutes went to Olympic Garden on his night off.

14. During this night he consumed two cocktails.

15. During the visit, a cocktail waitress (Defendant Fuentes) alleges and reports that Lutes rubbed his genitals against her back and buttocks.

16. After the alleged incident, Lutes was suspended.

17. Thereafter, Lutes was terminated on or about January 20, 2010.

18. Following the termination Lutes filed a Complaint on March 24, 2011 seeking relief for wrongful termination, breach of contract, tortious breach of covenant of good faith and

fair dealing, intentional infliction of emotional distress, violation of NRS 613.200 and 42.05, and defamation slander/libel.

CONCLUSIONS OF LAW

1. Neither the pleadings nor the argument presented by Plaintiff have set forth the elements that would be necessary for any cause of action against any of the individual defendants.

2. There is no allegation in the complaint nor is there any admissible evidence presented to the Court that either Defendant Fuentes or Defendant Eliades had any contract with the Plaintiff.

3. The breach of covenant, good faith and fair dealing has not been proven since there was no contract.

4. As a matter of law, the Court finds that Plaintiff has failed to prove the elements necessary to support an emotional distress claim against the individuals. Plaintiff failed to present any evidence showing any extreme or outrageous conduct by the individuals.

5. The Court finds that Plaintiff has failed to present any evidence supporting his defamation claim as a matter of law. There has been no proof as to a particularly defamatory statement and specifically no proof of who said what, when, where and how. At best the alleged claims are statements of opinions and certainly no specific evidence of any defamatory statements have been presented as a matter of law.

6. Plaintiff has failed to produce any evidence supporting the NRS 613.200 claims since it failed to show any willful intent by any of the individual defendants. Furthermore, any of the allegations are mere conjecture and speculation and thus are not sufficient as a matter of law.

7. Accordingly, the Court grants summary judgment in favor of all the individual defendants on all claims.

8. Plaintiffs have failed to provide proof in support of his breach of contract claim against the defendant Olympic Garden also. The Court after reading the entire handbook fails to find that the handbook created any contract of employment between the Plaintiff and Defendants. Accordingly, Plaintiff was an at-will employee. Pursuant to Nevada law, an at-will employee can be terminated without cause except in certain circumstances (such as discrimination) none of which

have been alleged in this case. Accordingly, Plaintiff's breach of contract claim against Olympic Garden is dismissed as a matter of law.

9. Plaintiff's breach of implied covenant of good faith and fair dealing claim is also dismissed as a matter of law since the Court found that Plaintiff did not have any valid contract with Olympic Garden but was instead an at-will employee. The elements of a breach were not established so no viable claim exists.

10. Plaintiff also failed to prove a defamation claim against Olympic Garden. Plaintiff failed to present any published statement, by any specific individual and indeed the statements presented were speculative statements at best which were opinion. As a matter of law, these statements do not rise to the level necessary to support a defamation claim. Accordingly, Plaintiff's defamation claim is dismissed as a matter of law.

11. The plaintiff failed to present evidence necessary to support his emotional distress claim as a matter of law. Plaintiff failed to present any evidence of intentional infliction of severe and pervasive emotional distress. There has been no admissible evidence presented to the Court that there was any intent. Further, as a matter of law, the evidence submitted does not show any specific damage to support intentional infliction of emotional distress claim. Accordingly, Plaintiff's emotional distress claims are dismissed as a matter of law.

12. Plaintiff also failed to present the legal evidence necessary to support NRS 613.200 claim. In order to support such a claim there has to be evidence of a willful prevention of employment by Olympic Garden. No such evidence was presented and as a result the Plaintiff's NRS 613.200 claims are dismissed as a matter of law with respect to Olympic Garden.

///

///

///

///

///

///

///

///

13. In summary, the Court finds in favor of Defendants as a matter of law on all claims and Plaintiff's Complaint is dismissed in its entirety. The trial date scheduled for June 25, 2012 is hereby vacated and this entire case shall be dismissed with prejudice.

~~to who said what, when, where and how, but, when looking at the alleged claims, at best they are~~ statements of ~~opinion, and would not rise to the level of defamation.~~

DATED this 25 day of June, 2012.

DISTRICT COURT JUDGE

Respectfully submitted by:

BROWN, BROWN & PREMSRIRUT

DAVID T. BROWN, ESQ.
Nevada Bar # 006914
520 S. Fourth St. Suite 320
Las Vegas, Nevada 89101
Telephone: (702) 384-3939
Attorney for Defendants

Approved as to form and content:

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

Electronically Filed
06/28/2012 04:35:09 PM

CLERK OF THE COURT

ORDR
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St.,
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-1023
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual,

Plaintiff,

vs.

PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPUS GARDEN, INC., a corporation, d/b/a OLYMPIC GARDEN; and DOES and ROES 1 through 50 inclusive,

Defendants,

Case No.: A11637654-C
Dept. No.: XXXI

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an Order in the above-entitled matter was entered on the 26th day of June, 2012, a copy of which is attached hereto.

DATED this 28th day of June, 2012.

BROWN, BROWN & PREMSRIRUT

By _____
DAVID T. BROWN, ESQ.
Nevada Bar # 6914
520 S. Fourth St.
Las Vegas, NV 89101
Attorneys for Defendant

CERTIFICATE OF MAILING

I hereby certify that on the 28th of June, 2012, I served a true copy of the foregoing **Order** upon the parties to this action by mailing a copy of same, via First Class Mail, postage prepaid to:

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

An employee of Brown, Brown & Premsrirut

Electronically Filed
06/26/2012 03:14:41 PM

CLERK OF THE COURT

ORDR
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St.,
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-1023
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual,

Plaintiff,

vs.

PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPUS GARDEN, INC., a corporation, d/b/a OLYMPIC GARDEN; and DOES and ROES 1 through 50 inclusive,

Defendants,

Case No.: A11637654-C
Dept. No.: XXXI

ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS

Date of Hearing: 5/11/12
Time of Hearing: 9:30 a.m.

Defendants' Motion for Summary Judgment On All Claims having come on before this court on May 21, 2012, Norman Kirshman, Esq. appearing on behalf of Plaintiff and Pat Sheehan, Esq. appearing on behalf of Defendants, the Court having reviewed all papers and pleadings on file herein and entertained oral argument, finds the following facts and makes the following conclusions of law:

FINDINGS OF FACTS

1. Defendant Lutes met Defendant Eliades through a mutual family friend in the early 1990's.

2. Several years later Mr. Lutes moved to Las Vegas and requested that a mutual friend contact Mr. Eliades to assist Mr. Lutes with finding a job.

3. Mr. Eliades generously helped Mr. Lutes obtain employment at Sapphire

TC31

Gentlemen's Club, despite Mr. Lutes having already been rejected for the position.

4. A few years later, Mr. Eliades ceased having ownership interest in Sapphires, and ultimately, Mr. Lutes pay was reduced by new management resulting in Mr. Lutes voluntarily departure.

5. After quitting his job at Sapphire Gentlemen's Club, Mr. Lutes was unable to obtain employment for nearly eighteen (18) months.

6. During his extended period of unemployment, Mr. Lutes continued to seek employment at other gentlemen's clubs but failed on all attempts.

7. In May 2009, Lutes met with Mr. Eliades and the general manager of Olympic Gardens about the possibility of working at that club.

8. Mr. Eliades assisted Mr. Lutes a second time with getting a job at Olympic Garden.

9. Mr. Lutes was hired as an at-will employee at Olympic Garden.

10. Mr. Lutes was not promised any salary or any term of employment by Olympic Garden or Mr. Eliades.

11. Plaintiff did not enter into any written agreement with any of the defendants.

12. He did receive an employee handbook and signed a page at the end of the handbook containing an acknowledgment which stated, "This is not intended to create a contract of employment" and that "Olympic Garden is and [sic] 'employer at will'".

13. On November 18, 2009, Lutes went to Olympic Garden on his night off.

14. During this night he consumed two cocktails.

15. During the visit, a cocktail waitress (Defendant Fuentes) alleges and reports that Lutes rubbed his genitals against her back and buttocks.

16. After the alleged incident, Lutes was suspended.

17. Thereafter, Lutes was terminated on or about January 20, 2010.

18. Following the termination Lutes filed a Complaint on March 24, 2011 seeking relief for wrongful termination, breach of contract, tortious breach of covenant of good faith and

fair dealing, intentional infliction of emotional distress, violation of NRS 613.200 and 42.05, and defamation slander/libel.

CONCLUSIONS OF LAW

1. Neither the pleadings nor the argument presented by Plaintiff have set forth the elements that would be necessary for any cause of action against any of the individual defendants.

2. There is no allegation in the complaint nor is there any admissible evidence presented to the Court that either Defendant Fuentes or Defendant Eliades had any contract with the Plaintiff.

3. The breach of covenant, good faith and fair dealing has not been proven since there was no contract.

4. As a matter of law, the Court finds that Plaintiff has failed to prove the elements necessary to support an emotional distress claim against the individuals. Plaintiff failed to present any evidence showing any extreme or outrageous conduct by the individuals.

5. The Court finds that Plaintiff has failed to present any evidence supporting his defamation claim as a matter of law. There has been no proof as to a particularly defamatory statement and specifically no proof of who said what, when, where and how. At best the alleged claims are statements of opinions and certainly no specific evidence of any defamatory statements have been presented as a matter of law.

6. Plaintiff has failed to produce any evidence supporting the NRS 613.200 claims since it failed to show any willful intent by any of the individual defendants. Furthermore, any of the allegations are mere conjecture and speculation and thus are not sufficient as a matter of law.

7. Accordingly, the Court grants summary judgment in favor of all the individual defendants on all claims.

8. Plaintiffs have failed to provide proof in support of his breach of contract claim against the defendant Olympic Garden also. The Court after reading the entire handbook fails to find that the handbook created any contract of employment between the Plaintiff and Defendants. Accordingly, Plaintiff was an at-will employee. Pursuant to Nevada law, an at-will employee can be terminated without cause except in certain circumstances (such as discrimination) none of which

have been alleged in this case. Accordingly, Plaintiff's breach of contract claim against Olympic Garden is dismissed as a matter of law.

9. Plaintiff's breach of implied covenant of good faith and fair dealing claim is also dismissed as a matter of law since the Court found that Plaintiff did not have any valid contract with Olympic Garden but was instead an at-will employee. The elements of a breach were not established so no viable claim exists.

10. Plaintiff also failed to prove a defamation claim against Olympic Garden. Plaintiff failed to present any published statement, by any specific individual and indeed the statements presented were speculative statements at best which were opinion. As a matter of law, these statements do not rise to the level necessary to support a defamation claim. Accordingly, Plaintiff's defamation claim is dismissed as a matter of law.

11. The plaintiff failed to present evidence necessary to support his emotional distress claim as a matter of law. Plaintiff failed to present any evidence of intentional infliction of severe and pervasive emotional distress. There has been no admissible evidence presented to the Court that there was any intent. Further, as a matter of law, the evidence submitted does not show any specific damage to support intentional infliction of emotional distress claim. Accordingly, Plaintiff's emotional distress claims are dismissed as a matter of law.

12. Plaintiff also failed to present the legal evidence necessary to support NRS 613.200 claim. In order to support such a claim there has to be evidence of a willful prevention of employment by Olympic Garden. No such evidence was presented and as a result the Plaintiff's NRS 613.200 claims are dismissed as a matter of law with respect to Olympic Garden.

///

///

///

///

///

///

///

///

13. In summary, the Court finds in favor of Defendants as a matter of law on all claims and Plaintiff's Complaint is dismissed in its entirety. The trial date scheduled for June 25, 2012 is hereby vacated and this entire case shall be dismissed with prejudice.

~~to who said what, when, where and how, but, when looking at the alleged claims, at best they are statements of opinion, and would not rise to the level of defamation.~~

DATED this 27 day of June, 2012.

DISTRICT COURT JUDGE

Respectfully submitted by:

BROWN, BROWN & PREMSRIRUT

DAVID T. BROWN, ESQ.
Nevada Bar # 006914
520 S. Fourth St. Suite 320
Las Vegas, Nevada 89101
Telephone: (702) 384-3939
Attorney for Defendants

Approved as to form and content:

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

Electronically Filed
07/06/2012 11:41:08 AM

CLERK OF THE COURT

MEMC
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN BROWN & PREMSRIRUT
520 S. Fourth St., 2nd Fl.
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-1023
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual, Plaintiff, vs. PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPUS GARDEN, INC., a corporation, d/b/a OLYMPIC GARDEN; and DOES and ROES 1 through 50 inclusive, Defendants,	Case No.: A11637654-C Dept. No.: XXVII

DEFENDANTS' MEMORANDUM OF COSTS PURSUANT TO NRS 18.005

Defendants PETER ELIADES, an individual, TINA FUENTES, an individual, OLYMPUS GARDENS, INC., a corporation doing business as Olympic Garden, (hereinafter collectively referred to as "Defendants") by and through their attorneys, the law firm of BROWN, BROWN & PREMSRIRUT, hereby submit the following Memorandum Costs and Disbursements pursuant to NRS 18.005.:

///

///

///

///

///

1.	Clerks' fees (NRS 18.005(1))	$511.49
2.	Compensation for the Official Reporter (NRS 18.005(2))	$534.20
3.	Compensation for the official reporter (NRS 18.005(8))	$ 76.80
4.	Courier fees (NRS 18.005(17))	$ 85.00
TOTAL COSTS:		$1,207.49

Dated this 6th day of July, 2012.

BROWN, BROWN & PREMSRIRUT

By _____
DAVID T. BROWN, ESQ.
Nevada Bar #006914
520 South Fourth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

DECLARATION OF DAVID T. BROWN IN SUPPORT OF MEMORANDUM OF COSTS AND DISBURSEMENTS

I, David T. Brown, declare,

1.That I am the attorney for Defendants Peter Eliades, Tina Fuentes and Olympic Garden in the above captioned matter.

2.I have personal knowledge of the above costs and disbursements expended in this case.

3.The items contained in the above memorandum are true and correct to the best of my knowledge and belief; and that the said disbursements have been necessarily incurred and paid in this action.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 6th day of July, 2012.

DAVID T. BROWN

SUBSCRIBED AND SWORN to before me this 6th day of July, 2012.

NOTARY PUBLIC

PAMELA LYNN TRUMP
Notary Public, State of Nevada
Appointment No. 03-81178-1
My Appt. Expires Feb 7, 2015

Electronically Filed
07/20/2012 05:01:43 PM

CLERK OF THE COURT

0011
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St., 2nd Fl.
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-6965
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual Plaintiff, vs. PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPIC GARDEN, INC., a Nevada corporation dba OLYMPIC GARDEN DOES and ROES 1-50 Defendants.	Case No.: A-11-637654-C Dept. No.: XXVII

DEFENDANTS' APPLICATION FOR ATTORNEY'S FEES

Defendants Peter Eliades, Tina Fuentes, and Olympic Garden, Inc., by and through their attorneys of record, BROWN, BROWN & PREMSRIRUT move this Court for an Order awarding attorney's fees as a judgment in their favor and against Plaintiff Jeffrey Lutes ("Plaintiff") pursuant to N.R.C.P. 68 & NRS 17.115. Defendants, the prevailing parties, are entitled to attorney's fees and costs under the attorney's fees as a result of beating their Offers of Judgment.

This Application is made and based upon all the pleadings and papers on file herein, the attached Memorandum of Points and Authorities, the attached Offers of Judgment and Affidavit of David T. Brown, Esq. in Support of Attorney's Fees, true and correct copies of which are attached as Exhibits A, B, & C respectively, and such argument of counsel as this Court may entertain at a hearing hereon.

NOTICE OF MOTION

YOU, and each of you, will please take notice that the undersigned will bring the foregoing **Defendants' Application for Attorney's Fees** on for hearing before the above entitled Court on the 20 day of August, 2012, at the hour of 9:00 a.m., in Department ~~XXVII~~ XXXI, or as soon thereafter as counsel may be heard.

BROWN, BROWN & PREMSRIRUT

DAVID T. BROWN, ESQ.
Nevada Bar No. 6914
520 S. Fourth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. PROCEDURAL BACKGROUND

1. On or about March 24, 2011, Plaintiff filed a Complaint against Defendants alleging asserting numerous causes of action. Specifically, Plaintiff seeks relief for Wrongful Termination, Breach of Contract, Tortious Breach of Covenant of Good Faith and Fair Dealing, Intentional Infliction of Emotional Distress, Violation of NRS 613.200 & 42.005, & Defamation Slander/Libel,
2. On or about December 30, 2011, the Served Defendants filed Offers of Judgment against Plaintiff.
3. On or about April 4, 2012, Defendants filed a Motion for Summary Judgment against Plaintiff on all claims
4. On or about April 26, 2012, Plaintiffs filed an Opposition to the Motion for Summary Judment..
5. On May 21, 2012 oral argument was heard and Summary Judgment in favor of Defendants was granted on all claims.
6. An order was entered on behalf of Defendants June 28, 2012.

LEGAL ARGUMENT

Nevada generally follows the American Rule, under which each party bears their own attorney's fees, see Smith v. Crown Fin. Servs., 111 Nev. 277, 281, 890 P.2d 769 (Nev. 1995), unless a statute, rule or contractual provision authorizes attorney's fees. See Valley Elec. Ass'n v. Overfield, 106 P.3d 1191, 1200 (Nev. 2005). NRS. 17.115(4) provides in pertinent part:

> 4. Except as otherwise provided in this section, if a party who rejects an offer of judgment fails to obtain a more favorable judgment, the court:
>
> . . .
>
> (d) May order the party to pay to the party who made the offer any or all of the following:
>
> (1) A reasonable sum to cover any costs incurred by the party who made the offer for each expert witness whose services were reasonably necessary to prepare for and conduct the trial of the case.
>
> (2) Any applicable interest on the judgment for the period from the date of service of the offer to the date of entry of the judgment.
>
> (3) Reasonable attorney's fees incurred by the party who made the offer for the period from the date of service of the offer to the date of entry of the judgment. If the attorney of the party who made the offer is collecting a contingent fee, the amount of any attorney's fees awarded to the party pursuant to this subparagraph must be deducted from that contingent fee.

Here, Offers of Judgment were made and deemed rejected by Plaintiff. Judgment was entered on behalf of all Defendants. In the interim Defendants were forced to incur attorneys fees in the amount of $1,207.49. A copy of the attached invoices are attached hereto as Exhibit D.

CONCLUSION

For all the foregoing reasons, the Court should grant Defendants' Application for Attorney's Fees, and all other relief that is just and proper.

DATED this 20 day of July, 2012.

BROWN, BROWN & PREMSRIRUT

DAVID T. BROWN, ESQ.
Nevada Bar No. 6914
520 S. Fourth Street
Las Vegas, Nevada 89101
Attorneys for Defendants

AFFIDAVIT OF DAVID T. BROWN, ESQ.
IN SUPPORT OF MOTION TO CONTINUE TRIAL SETTING

STATE OF NEVADA)

) ss:

COUNTY OF CLARK)

DAVID T. BROWN, ESQ., being first duly sworn deposes and states:

1. I am an attorney duly licensed to practice law in the State of Nevada. I am counsel for the Defendants in the above-entitled matter. I have personal knowledge of all matters contained herein and am competent to testify thereto.

2. The undersigned caused to be served the Offers of Judgment attached hereto as Exhibits A, B, & C.

3. The attached invoices are true and correct.

FURTHER YOUR AFFIANT SAYETH NAUGHT

Dated this 20 day of July 2012.

DAVID T. BROWN, ESQ.

SWORN and SUBSCRIBED before me
this 20th day of July, 2012

NOTARY PUBLIC in and for said
County and State

PAMELA LYNN TRUMP
Notary Public, State of Nevada
Appointment No. 03-81178-1
My Appt. Expires Feb 7, 2015

CERTIFICATE OF SERVICE

I hereby certify that on the 20th of July, 2012, I served a true copy of the foregoing DEFENDANTS APPLICATION FOR ATTORNEYS' FEES upon the parties to this action by facsimile and mailing a copy of same, via First Class Mail, postage prepaid to:

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101
Fax: (702) 366-0424

An Employee of BROWN, BROWN PREMSRIRUT

EXHIBIT "A"

ORIGINAL

OFFR
DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St., 2nd Fl.
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-6965
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual

Plaintiff,

vs.

PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPIC GARDEN, INC., a Nevada corporation dba OLYMPIC GARDEN DOES and ROES 1-50

Defendants.

Case No.: A-11-637654-C
Dept. No.: XXVII

OFFER OF JUDGMENT

TO: Jeffrey Lutes, the Plaintiff; and

TO: Norman H. Kirshman Esq., attorney for the Plaintiff.

PLEASE TAKE NOTICE that pursuant to N.R.C.P. 68 and NRS 17.115 Defendant PETER ELIADES, hereby offers to allow judgment to be taken in this action against PETER ELIADES and in favor of Plaintiff in the above-entitled case in the total sum amount of **One Hundred Dollars ($100.00)** which is inclusive of all claims and counterclaims for damages, costs, and attorneys' fees and any future claims regarding all parties to this action that may arise in this matter.

///

///

///

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing DEFENDANT PETER ELIADES' OFFER OF JUDGMENT is hereby acknowledged this 30th day of December, 2011.

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

EXHIBIT "B"

ORIGINAL

OFFR

DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St., 2nd Fl.
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-6965
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual Plaintiff, vs. PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPIC GARDEN, INC., a Nevada corporation dba OLYMPIC GARDEN DOES and ROES 1-50 Defendants.	Case No.: A-11-637654-C Dept. No.: XXVII

OFFER OF JUDGMENT

TO: Jeffrey Lutes, the Plaintiff; and

TO: Norman H. Kirshman Esq., attorney for the Plaintiff.

PLEASE TAKE NOTICE that pursuant to N.R.C.P. 68 and NRS 17.115 Defendant TINA FUENTES, hereby offers to allow judgment to be taken in this action against TINA FUENTES and in favor of Plaintiff in the above-entitled case in the total sum amount of **One Hundred Dollars ($100.00)** which is inclusive of all claims and counterclaims for damages, costs, and attorneys' fees and any future claims regarding all parties to this action that may arise in this matter.

///

///

///

This Offer of Judgment is made for the purpose specified in N.R.C.P. 68 and N.R.S.17.115 and is not to be used for any other purpose. If not accepted within ten (10) days from service hereof, this Offer of Judgment shall be deemed withdrawn.

DATED this 30th day of December, 2011.

BROWN BROWN & PREMSRIRUT

By: _____

DAVID T. BROWN, ESQ.
Nevada Bar #6914
520 South. Fourth Street, Suite 320
Las Vegas, Nevada 89101
Attorneys for Defendants

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing DEFENDANT TINA FUENTES' OFFER OF JUDGMENT is hereby acknowledged this 30th day of December, 2011.

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

EXHIBIT "C"

ORIGINAL

OFFR

DAVID T. BROWN, ESQ.
Nevada Bar No. 006914
BROWN, BROWN & PREMSRIRUT
520 S. Fourth St., 2nd Fl.
Las Vegas, Nevada 89101
Telephone: (702) 384-5563
Fax: (702) 385-6965
Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY LUTES, an individual Plaintiff, vs. PETER ELIADES, an individual; TINA FUENTES, an individual; OLYMPIC GARDEN, INC., a Nevada corporation dba OLYMPIC GARDEN DOES and ROES 1-50 Defendants.	Case No.: A-11-637654-C Dept. No.: XXVII

OFFER OF JUDGMENT

TO: Jeffrey Lutes, the Plaintiff; and

TO: Norman H. Kirshman Esq., attorney for the Plaintiff.

PLEASE TAKE NOTICE that pursuant to N.R.C.P. 68 and NRS 17.115 Defendant OLYMPIC GARDEN, INC., hereby offers to allow judgment to be taken in this action against OLYMPIC GARDEN, INC., and in favor of Plaintiff in the above-entitled case in the total sum amount of **One Hundred Dollars ($100.00)** which is inclusive of all claims and counterclaims for damages, costs, and attorneys' fees and any future claims regarding all parties to this action that may arise in this matter.

///

///

///

This Offer of Judgment is made for the purpose specified in N.R.C.P. 68 and N.R.S.17.115 and is not to be used for any other purpose. If not accepted within ten (10) days from service hereof, this Offer of Judgment shall be deemed withdrawn.

DATED this 30 day of December, 2011.

BROWN BROWN & PREMSRIRUT

By: _____

DAVID T. BROWN, ESQ.
Nevada Bar #6914
520 South. Fourth Street, Suite 320
Las Vegas, Nevada 89101
Attorneys for Defendants

RECEIPT OF COPY

RECEIPT OF COPY of the foregoing DEFENDANT OLYMPIC GARDEN'S OFFER OF JUDGMENT is hereby acknowledged this 20th day of December, 2011.

Norman H. Kirshman
700 S. Third St.
Las Vegas, Nevada 89101

EXHIBIT "D"

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

July 1, 2012

File #: 008462-003
Attention: Inv #: 7572

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-01-12	Draft Order Granting Motion for Summary Judgment	0.30	75.00	DTB
	Telephone conference with opposing counsel	0.10	25.00	DTB
Jun-18-12	Finalize Order Granting Motion for Summary Judgment; preparation of correspondence to opposing counsel	0.30	75.00	DTB
Jun-28-12	Preparation of Notice of Entry of Order	0.10	25.00	DTB
	Totals	0.80	$200.00	

DISBURSEMENTS

	Filing Fee	294.99
Jun-01-12	Runner Service Fee	20.00
Jun-21-12	District Court cashier office- Fee for Transcript of Motion for Summary Judgment Hearing	76.80
Jun-22-12	Runner Service Fee	20.00
	Totals	$411.79

Total Fee & Disbursements	**$411.79**
Previous Balance	1,883.58
Previous Payments	1,883.58

PAYMENT DETAILS

Jun-15-12	check no 22782	1,003.50
	Total Payments	**$1,003.50**
	Balance Now Due	**$611.79**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

June 1, 2012

File #: 008462-003
Attention: Inv #: 7469

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-03-12	Draft Reply to Plaintiff's Opposition	1.80	450.00	DTB
May-21-12	Attend Hearing	1.80	450.00	DTB
May-29-12	Review of Transcript of Judge's ruling	0.20	50.00	DTB
May-31-12	Draft Order	0.20	50.00	DTB
	Totals	4.00	$1,000.00	

DISBURSEMENTS

May-17-12	Court Filing Fee	3.50	
	Totals	$3.50	

Total Fee & Disbursements	**$1,003.50**
Previous Balance	788.00
Previous Payments	788.00

PAYMENT DETAILS

May-25-12	check no 22529	788.00

Total Payments	**$788.00**
Balance Now Due	**$1,003.50**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

May 1, 2012

File #: 008462-003
Attention: Inv #: 7394

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-03-12	Finalize Motion for Summary Judgment	1.70	425.00	DTB
	Review of Employee Handbook	0.30	75.00	DTB
Apr-26-12	Review of Opposition to Motion for Summary Judgment	0.30	75.00	DTB
	Totals	2.30	$575.00	

DISBURSEMENTS

Apr-16-12	Court Filing Fee- Receipt of Copy		3.50
	Court Filing Fee- Motion for Summary Judgment		209.50
	Totals		$213.00

Total Fee & Disbursements	**$788.00**
Previous Balance	3,384.20
Previous Payments	3,384.20

PAYMENT DETAILS

Apr-16-12	check no 22256	3,384.20

Total Payments	**$3,384.20**
Balance Now Due	**$788.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

April 1, 2012

File #: 008462-003
Attention: Inv #: 7341

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-01-12	Attend Deposition of Jeffrey Lutes	2.30	575.00	DTB
Mar-06-12	Review of Plaintiffs Second Set of Request for Production	0.10	25.00	DTB
Mar-14-12	Draft correspondence to opposing counsel	0.20	50.00	DTB
Mar-19-12	Court Appearance	1.00	250.00	DTB
	Review of Plaintiff's Supplemental List of Witnesses	0.10	25.00	DTB
	Preparation of Defendant's Supplemental List of Witnesses	0.20	50.00	DTB
Mar-20-12	Runner Service Fee		25.00	DTB
Mar-28-12	Review of deposition transcript of Jeffrey Lutes	0.70	175.00	DTB
	Outline issues for Motion for Summary Judgment	0.50	125.00	DTB
Mar-29-12	Begin drafting Motion for Summary Judgment	3.20	800.00	DTB
	Totals	8.30	$2,100.00	

DISBURSEMENTS

Mar-14-12	Court Reporter Fee for Transcript of Deposition of Jeffrey Lutes/Invoice 13380	534.20	
	Totals	$534.20	
	Total Fee & Disbursements		**$2,634.20**
	Previous Balance		750.00
	Balance Now Due		**$3,384.20**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

March 1, 2012

File #: 008462-003
Attention: Inv #: 7259

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-23-12	Review of Plaintiff's responses to Interrogatories	0.40	100.00	DTB
	Review of Plaintiff's responses to Admissions	0.10	25.00	DTB
	Review of Plaintiff's responses to Request for Production	0.60	150.00	DTB
Feb-29-12	Prepare for Jeffrey Lutes Deposition	1.70	425.00	DTB
	Review of correspondence from opposing counsel; preparation of correspondence to opposing counsel	0.20	50.00	DTB
	Totals	3.00	$750.00	

Total Fee & Disbursements	**$750.00**
Previous Balance	2,775.00
Previous Payments	2,775.00

PAYMENT DETAILS

Feb-27-12	check no 21741	2,775.00
	Total Payments	**$2,775.00**

Balance Now Due **$750.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

February 1, 2012

File #: 008462-003
Attention: Inv #: 7143

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-03-12	Telephone call with Tina Fuentes	0.30	75.00	DTB
	Telephone conference with opposing counsel	0.20	50.00	DTB
	Prepare responses to Interrogatories on Tina Fuentes	0.50	125.00	DTB
	Telephone call with Josh Brown regarding deposition	0.20	50.00	DTB
	Prepare responses to Interrogatories for Olympic Garden	0.40	100.00	DTB
Jan-11-12	Prepare response to Request for Production	0.80	200.00	DTB
Jan-12-12	Meeting with Tina Fuentes to prepare for Deposition	0.50	125.00	DTB
	Attend Deposition of Tina Fuentes	2.00	500.00	DTB
Jan-13-12	Prepare for and attend Deposition of Manny	2.20	550.00	DTB
Jan-25-12	Prepare Second Request for Production	0.30	75.00	DTB
Jan-30-12	Meet with Sasa in preparation of deposition	1.00	250.00	DTB
	Attend deposition of Sasa	1.50	375.00	DTB

	Meet with Josh Brown in preparation of deposition	0.50	125.00	DTB
	Attend deposition of Josh Brown	0.70	175.00	DTB
	Totals	11.10	$2,775.00	

Total Fee & Disbursements	**$2,775.00**
Previous Balance	1,475.00
Previous Payments	1,475.00

PAYMENT DETAILS

Jan-27-12	check no 21603	1,475.00
	Total Payments	**$1,475.00**
	Balance Now Due	**$2,775.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

January 1, 2012

File #: 008462-003
Attention: Inv #: 7035

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-02-11	Review of Plaintiffs discovery requests	0.50	125.00	DTB
Dec-08-11	Meeting with client to prepare discovery responses	0.30	75.00	DTB
Dec-13-11	Review of Demand for Jury Trial	0.10	25.00	DTB
Dec-15-11	Attend Deposition of Pete Eliades	2.00	500.00	DTB
Dec-23-11	Review of Plaintiff's Offer of Judgment	0.10	25.00	DTB
Dec-26-11	Prepare Offer of Judgments for all Defendants	0.40	100.00	DTB
Dec-29-11	Prepare written discovery to Plaintiff	2.50	625.00	DTB
	Totals	5.90	$1,475.00	

Total Fee & Disbursements	**$1,475.00**
Previous Balance	50.00
Previous Payments	50.00

PAYMENT DETAILS

Dec-19-11	check no 21257	50.00

Total Payments	**$50.00**
Balance Now Due	**$1,475.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

December 1, 2011

File #: 008462-003
Attention: Inv #: 6956

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-07-11	Review of Discovery Scheduling Order	0.20	50.00	DTB
	Totals	0.20	$50.00	
	Total Fee & Disbursements			**$50.00**
	Previous Balance			50.00
	Previous Payments			50.00

PAYMENT DETAILS

Nov-14-11	checkno 20960	50.00
	Total Payments	**$50.00**
	Balance Now Due	**$50.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

November 1, 2011

File #: 008462-003
Attention: Inv #: 6866

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-06-11	Review of Joint Case Conference Report	0.20	50.00	DTB
	Totals	0.20	$50.00	
	Total Fee & Disbursements			**$50.00**
	Previous Balance			70.00
	Previous Payments			70.00

PAYMENT DETAILS

Oct-14-11	check no 20712	70.00
	Total Payments	**$70.00**
	Balance Now Due	**$50.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-8883.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

October 1, 2011

File #: 008462-003
Attention: Inv #: 6770

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-13-11	Participate in Early Case Conference	0.40	100.00	DTB
Sep-25-11	Review of Plaintiff's 16.1 Disclosures	0.80	200.00	DTB
	Totals	1.20	$300.00	

DISBURSEMENTS

Aug-01-11	Runner Service Fee	20.00	
	Totals	$20.00	
	Total Fee & Disbursements		**$320.00**
	Retainers Applied		250.00
	Balance Now Due		**$70.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

September 1, 2011

File #: 008462-003
Attention: Inv #: 6677

RE: Re: Jeffrey Lutes litigation

Total Fee & Disbursements		**$0.00**
Previous Balance		150.00
Previous Payments		150.00
Remaining Retainer Balance	$250.00	

PAYMENT DETAILS

Aug-16-11	check no 20241	400.00
	Total Payments	**$400.00**
	Balance Now Due	**$0.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

August 1, 2011

File #: 008462-003
Attention: Inv #: 6560

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-29-11	Review of Request from Exemption From Arbitration	0.10	25.00	DTB
	Draft Opposition to Exemption From Arbitration	0.50	125.00	DTB
	Totals	0.60	$150.00	
	Total Fee & Disbursements			**$150.00**
	Previous Balance			275.00
	Previous Payments			25.00

PAYMENT DETAILS

Jul-24-11	check no 20047	25.00
	Total Payments	**525.00**
	Balance Now Due	**$400.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

July 1, 2011

File #: 008462-003
Inv #: 6449

Attention:

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-27-11	Review Arbitration Selection List	0.10	25.00	DTB
	Totals	0.10	$25.00	
	Total Fee & Disbursements			**$25.00**
	Previous Balance			250.00

PAYMENT DETAILS

Jun-17-11	check no 19717	250.00
	Total Payments	**$250.00**
	Balance Now Due	**$275.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.

DAVID T. BROWN, INC.
520 S. Fourth St.
Las Vegas, NV 89101

Ph:702-384-5563 Fax:702-385-6965

O.G. Eliades, A.D., LLC
vallees@ogvegas.com

June 1, 2011

File #: 008462-003
Inv #: 6334

Attention:

RE: Re: Jeffrey Lutes litigation

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-26-11	Review of Complaint	0.20	50.00	DTB
	Draft Answer	0.80	200.00	DTB
	Totals	1.00	$250.00	
	Total Fee & Disbursements			**$250.00**
	Balance Now Due			**$250.00**

TAX ID Number 48-1300086

We now accept Visa, Mastercard, Discover, American Express and Debit cards.
If you are interested in paying your bill by credit or debit card, please call the office at (702) 384-5563.