

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**Case No. 71276**

MARIO LA BARBERA, an individual,

Appellant,

v.

WYNN LAS VEGAS, LLC, D/B/A WYNN LAS VEGAS,  
A Nevada Limited Liability Company,

Respondent.

Electronically Filed  
Jun 16 2017 11:11 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

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Appeal from Judgment on Jury Verdict entered August 3, 2016  
District Court Case No.: A-14-695025-C  
Eighth Judicial District Court of Nevada

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**RESPONDENT'S APPENDIX  
(VOLUME II, BATES NOS. 193-272)**

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*Attorney for Respondent Wynn Las Vegas d/b/a Wynn Las Vegas, LLC*

**INDEX TO RESPONDENT'S APPENDIX**  
**Chronological**

<b>DOCUMENT DESCRIPTION</b>	<b>LOCATION</b>
Summons with Proof of Service documents (filed 12/19/2014)	Volume I, Bates Nos. 1-32
Deposition Transcript of Defendant Mario La Barbera (taken on 6/11/15)	Volume I, Bates Nos. 33-192
Plaintiff's Motion for Summary Judgment (filed 11/9/2015)	Volume II, Bates Nos. 193-272
Defendant's Opposition to Plaintiff for Summary Judgment and Countermotion for Summary Judgment (filed 12/30/2015)	Volume III, Bates Nos. 273-460
Correspondence Letter from C Kircher to J Albregts regarding 3rd Supplemental Disclosure (dated 2/22/2016)	Volume IV Bates Nos. 461
Correspondence Letter from J Albregts to C Kircher regarding 3rd Supplemental Disclosure (dated 2/24/2016)	Volume IV Bates Nos. 462
Correspondence Letter from C Kircher to J Albregts regarding 3rd Supplemental Disclosure (dated 2/25/2016)	Volume IV Bates Nos. 463
Correspondence Letter from J Albregts to L Semenza regarding 3rd Supplemental Disclosure (dated 4/5/2016)	Volume IV Bates Nos. 464-467
Correspondence Letter from L Semenza to J Albregts regarding 3rd Supplemental Disclosure (dated 4/5/2016)	Volume IV Bates Nos. 468-471
Correspondence Letter from L Semenza to J Albregts regarding 3rd Supplemental Disclosure (dated 4/6/2016)	Volume IV Bates Nos. 472-473
Transcript of Proceedings - Plaintiff's Motion for Summary Judgment, Defendant's Opposition to Plaintiff for Summary Judgment and Countermotion for Summary Judgment (filed 4/8/2016)	Volume IV Bates Nos. 474-487
Joint Trial Exhibit No. 1 – Mario La Barbera Italian Passport	Volume IV Bates Nos. 488-489

<b>DOCUMENT DESCRIPTION</b>	<b>LOCATION</b>
Joint Trial Exhibit No. 2 – Mario La Barbera's Credit Application	Volume IV Bates Nos. 490
Joint Trial Exhibit No. 3 - Mario La Barbera's Credit Agreement	Volume IV Bates Nos. 491-492
Joint Trial Exhibit No. 4 – Mario La Barbera's Credit Line Increases (5 pages)	Volume IV Bates Nos. 493-497
Joint Trial Exhibit No. 5 – Marker Check No 70601126 and supporting documents	Volume IV Bates Nos. 498-500
Joint Trial Exhibit No. 6 – Marker Check No 70601883 and supporting documents	Volume IV Bates Nos. 501-504
Joint Trial Exhibit No. 7 – Marker Check No 70601886 and supporting documents	Volume IV Bates Nos. 505-507
Joint Trial Exhibit No. 8 – Marker Check No 70601890 and supporting documents	Volume IV Bates Nos. 508-510
Joint Trial Exhibit No. 9 – Marker Check No 70601892 and supporting documents	Volume IV Bates Nos. 511-514
Joint Trial Exhibit No. 10 – Marker Check No 70601898 and supporting documents	Volume IV Bates Nos. 515-518
Joint Trial Exhibit No. 11 – Marker Check No 70601900 and supporting documents	Volume IV Bates Nos. 519-521
Joint Trial Exhibit No. 12 – Marker Check No 70602091 and supporting documents	Volume IV Bates Nos. 522-525
Joint Trial Exhibit No. 13 – Marker Check No 70602095 and supporting documents	Volume IV Bates Nos. 526-529
Joint Trial Exhibit No. 14 – Marker Check No 70602099 and supporting documents	Volume IV Bates Nos. 530-533
Joint Trial Exhibit No. 15 – Marker Check No 70602104 and supporting documents	Volume IV Bates Nos. 534-537

<b>DOCUMENT DESCRIPTION</b>	<b>LOCATION</b>
Joint Trial Exhibit No. 16 – Marker Check No 70602124 and supporting documents	Volume IV Bates Nos. 538-541
Joint Trial Exhibit No. 17 – Mario La Barbera Player Report	Volume IV Bates Nos. 542-545
Joint Trial Exhibit No. 18 – Mario La Barbera Marker History Report	Volume IV Bates Nos. 546-548
Joint Trial Exhibit No. 21 – December 15, 2008 Demand Letter to Mario La Barbera	Volume IV Bates Nos. 549-553
Joint Trial Exhibit No. 23 – Mario La Barbera Hotel Folios	Volume IV Bates Nos. 554-558
Joint Trial Exhibit No. 26 – Defendant Mario La Barbera's Responses to Plaintiff's First Requests for Admissions	Volume IV Bates Nos. 559-570

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**Alphabetical**

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CLERK OF THE COURT

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Attorneys for Plaintiff Wynn Las Vegas, LLC  
d/b/a Wynn Las Vegas

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WYNN LAS VEGAS, LLC d/b/a WYNN  
LAS VEGAS, a Nevada limited liability  
company,

Plaintiff,

v.

MARIO LA BARBERA, an individual,

Defendant.

Case No.: A-14-695025-C  
Dept. No.: XXVIII

**PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT**

Pursuant to Nev. R. Civ. P. 56, Plaintiff Wynn Las Vegas, LLC ("Wynn") hereby moves for summary judgment against Defendant Mario La Barbera ("Defendant"). It is undisputed that Defendant executed twelve (12) credit instruments with Wynn totaling \$1,070,000.00 that he has failed to satisfy in full. Pursuant to the agreements he entered into with Wynn, he presently owes Wynn the principal balance of \$1,000,000.00 plus pre and post judgment interest at the rate of 18% per annum from time he executed the credit instruments forward until the principal amount is paid. Accordingly, Wynn is entitled to summary judgment.

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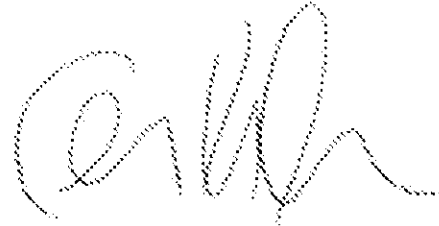
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1 This Motion is based on Nev. R. Civ. P. 56, the following Memorandum of Points and  
2 Authorities, the attached exhibits, the papers and pleadings on file and the oral argument of  
3 counsel at a hearing on this Motion.

4 DATED this 9th day of November, 2015.

5 LAWRENCE J. SEMENZA, III, P.C.

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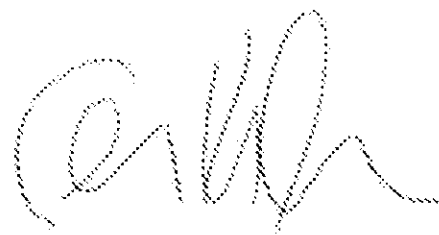
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**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that the undersigned counsel will appear at the Regional Justice Center, located at 200 Lewis Avenue, Las Vegas, Nevada 89155, Eighth Judicial District Court, Las Vegas, Nevada, on the 10 day of Dec., 2015, at 9 a.m., before Department XXVIII, or as soon thereafter as counsel may be heard, for a hearing on **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT.**

DATED this 9th day of November, 2015.

LAWRENCE J. SEMENZA, III, P.C.



\_\_\_\_\_  
Lawrence J. Semenza, III, Esq., Bar No. 7174  
Christopher D. Kircher, Esq., Bar No. 11176  
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Las Vegas, Nevada 89145

Attorneys for Plaintiff Wynn Las Vegas, LLC  
d/b/a Wynn Las Vegas

## MEMORANDUM OF POINTS AND AUTHORITIES

### **I. CONCISE STATEMENT UNDISPUTED FACTS**

Defendant is a resident of Italy. In 2008, Defendant visited Las Vegas and gambled on credit at Wynn's casino. (Deposition of Defendant Mario La Barbera, 18:11-23:25, pertinent portions attached hereto as **Exhibit 1**.) Defendant understood that if he gambled on credit at Wynn's casino, he was obligated to repay that amount. (*See id.*)

To gamble on credit at Wynn's casino, Defendant executed a Credit Application and Credit Agreement with Wynn. (Declaration of Barbara Conway, ¶ 2, attached hereto as **Exhibit 2**; Credit Application, a true and correct copy is attached hereto as **Exhibit 3**; Credit Agreement, a true and correct copy of which is attached hereto as **Exhibit 4**.) To be clear, Defendant has admitted that he executed documents to gamble on credit at Wynn's casino. (Ex. 1, 24:15-18.) Defendant has admitted that he completed the Credit Application and signed it. (*Id.* at 26:11-25; 41:20-25.) And, he has admitted he signed the Credit Agreement. (*Id.* at 29:4-30:4; 42:4-14.)

On or about March 29, 2008, Defendant executed a Credit Line Increase with Wynn, increasing his credit line to \$300,000.00. (Five Credit Line Increase Requests, true and correct copies are attached hereto as **Exhibit 5**.) On March 31, 2008, Defendant executed two Credit Line Increase Requests with Wynn, increasing his credit line to \$600,000.00. (*Id.*) On April 2, 2008, Defendant executed a Credit Line Increase with Wynn, increasing his credit line to \$650,000.00. (*Id.*) On April 3, 2008, Defendant executed a Credit Line Increase with Wynn, increasing his credit line to \$1,000,000. (*Id.*)

During this time, Defendant executed the following twelve credit instruments, or casino markers, in favor of Wynn:

	<b>Date</b>	<b>Item No.</b>	<b>Amount</b>
1.	April 1, 2008	70601126	\$120,000.00
2.	April 3, 2008	70602091	\$100,000.00
3.	April 3, 2008	70602095	\$100,000.00
4.	April 3, 2008	70601892	\$100,000.00

5.	April 3, 2008	70601898	\$100,000.00
6.	April 3, 2008	70601900	\$50,000.00
7.	April 3, 2008	70601883	\$100,000.00
8.	April 3, 2008	70601886	\$50,000.00
9.	April 3, 2008	70601890	\$50,000.00
10.	April 3, 2008	70602099	\$100,000.00
11.	April 3, 2008	70602104	\$100,000.00
12.	April 3, 2008	70602124	\$100,000.00
		<b>TOTAL</b>	<b>\$1,070,000.00</b>

(Ex. 2, ¶ 4; La Barbera's 12 Credit Instruments, true and correct copies are attached hereto as **Exhibit 6.**)

After applying amounts that La Barbera had previously provided to Wynn, the outstanding principal balance of \$1 million remains due and owing. (Ex. 2, ¶ 6.) As a result, Wynn employees and/or representatives attempted to collect the full amount owed represented by the credit instruments. (*Id.* at ¶ 5.) Defendant, however, did not pay the full amount owed or offer a payment plan acceptable to Wynn. (*Id.*)

On or about August 4, 2008, Wynn deposited Defendant's twelve (12) credit instruments to his Banca Popolare Italiana account. (*Id.* at ¶ 7.) In November and December 2008, Wynn received multiple correspondence from its bank stating that each of the credit instruments were returned unpaid. (Letters from Bank of America, true and correct copies are attached hereto as **Exhibit 7**; Ex. 2, ¶ 7.) As of the date of this Motion, Defendant owes Wynn the principal amount of \$1 million. (*Id.* at ¶ 8.)

The above facts are not in dispute. Hence, the Court should enter summary judgment against Defendant and award Wynn the principal amount of \$1,000,000.00. In addition to the principal amount, the Credit Agreement, the Credit Line Increase Requests, and the credit instruments at issue provide that interest will accrue on the unpaid amounts at 18% per annum from the date he executed the casino markers and that Wynn is entitled to collect attorneys' fees

1 and costs as part of its collection efforts. Because there is no genuine issue of material fact  
2 remaining, Wynn is entitled these amounts as well.

## 3 **II. STANDARD FOR SUMMARY JUDGMENT**

4 Summary judgment is appropriate when, "after review of the record viewed in a light  
5 most favorable to the non-moving party, there remain no genuine issues of material fact, and the  
6 moving party is entitled to judgment as a matter of law." *Evans v. Samuels*, 119 Nev. 378, 75  
7 P.3d 361, 363 (2003). "A genuine issue of material fact is one where the evidence is such that a  
8 reasonable jury could return a verdict for the non-moving party." *Pegasus v. Reno Newspapers,*  
9 *Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002) (citation and quotation omitted). Additionally,  
10 "issues of contractual construction, in the absence of ambiguity or other factual complexities,  
11 present questions of law for the courts and are suitable for determination by summary judgment."  
12 *Ellison v. California State Auto. Ass'n*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990) (citations  
13 omitted).

14 In *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026, 1031 (2005), the Nevada  
15 Supreme Court stated that the party opposing summary judgment "bears the burden to do more  
16 than simply show that there is some metaphysical doubt as to the operative facts . . . and [that]  
17 party must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a  
18 genuine issue for trial or have summary judgment entered against him. The nonmoving party is  
19 not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture." *Id.*  
20 (internal quotations and citations omitted).

21 Here, there is no genuine issue fact that Defendant executed twelve (12) credit  
22 instruments totaling \$1,070,000.00 and he breached the terms of his agreements with Wynn  
23 when he failed to timely and fully repay this amount. Defendant presently owes Wynn the  
24 principal amount of \$1 million, plus prejudgment interest at the rate of 18% per annum from the  
25 date he executed the credit instruments. Therefore, Wynn is entitled to summary judgment in its  
26 favor as to its claim for Breach of Contract.

## 27 **III. ARGUMENT**

28 Under NRS 463.368, the debt represented by a credit instrument is a valid and

1 enforceable debt. NRS 463.368(1). A credit instrument is defined for the purposes of NRS  
2 Chapter 463 as "a writing which evidences a gaming debt owed to a person who holds a  
3 nonrestricted license at the time the debt is created. . . ." NRS 463.01467. A casino marker, or a  
4 credit instrument, also constitutes a writing which evidences a gaming debt. *Nguyen v. State*,  
5 116 Nev. 1171, 1175, 14 P.3d 515, 518 (2000) (holding a casino marker is a check under Nevada  
6 law, which evidences an enforceable gaming debt). Credit instruments are payable on demand,  
7 "thus subjecting the [drawer] payor to a repayment obligation at the will of the payee." *Id.* at  
8 1176, 14 P.3d at 518 (quotations and citation omitted). Thus, it cannot be disputed that credit  
9 instruments evidence a valid and enforceable gaming debts under Nevada law.

10 As set forth above, Defendant executed the credit instruments at issue. Moreover, there  
11 can be no dispute that Defendant intended to gamble up to \$1,000,000.00 at Wynn when he, *inter*  
12 *alia*, executed the Credit Line Increase Requests that increased his credit line with Wynn to  
13 \$1,000,000.00. As a result, Defendant entered into valid and enforceable contracts with Wynn  
14 by signing the casino markers. *Shack*, 809 F.Supp. at 786. And, Defendant agreed to pay Wynn  
15 the debt evidenced by the credit instruments when he signed them

16 Defendant, however, failed to honor his contracts with Wynn when he failed to timely  
17 repay the credit instruments in full. (*See id.*) As a result, he breached his contracts with Wynn.  
18 "It has long been the policy in Nevada that absent some countervailing reason, contracts will be  
19 construed from the written language and enforced as written." *Ellison v. California State*  
20 *Automobile Ass'n.*, 106 Nev. 601, 603, 797 P.2d 975, 977 (1990); *Southern Trust Mort. Co. v. K*  
21 *& B Door Co.*, 104 Nev. 564, 568, 763 P.2d 353, 355 (1988) (where the document is clear on its  
22 face, the court will construe it according to its language). Defendant's outstanding principal  
23 balance with Wynn is \$1,000,000.00.

24 The credit instruments are signed by Defendant and states just below the signature line  
25 that the undersigned acknowledges the debt evidenced by the credit instrument. (Ex. 2, ¶ 9; Ex.  
26 6.) Defendant's Credit Agreement with Wynn contains similar terms. (Ex. 4.) When  
27 Defendant's bank returned the casino markers unpaid, Defendant was in breach of his promise to  
28 repay the debts evidenced by the credit instruments. Accordingly, there is no genuine issue of

1 material fact that Defendant is liable for the amount of the debt evidenced by the credit  
2 instruments.

3 Finally, the credit instruments and other documents Defendant executed with Wynn  
4 identify that Defendant "agree[s] to pay all costs of collection, including accrued interest at the  
5 rate of 18% per annum, attorney's fees and court costs." (Ex. 2, ¶ 9; Ex. 6.) Thus, Wynn is  
6 entitled to 18% interest per annum from the date he executed the credit instruments forward as a  
7 matter of law, plus its attorney's fees and court costs.<sup>1</sup> The interest totals \$1,369,033.72 as of  
8 November 9, 2015 (\$24.66 per day for 2,778 for the April 1, 2008 credit instruments) and  
9 (\$468.49 per day for 2,776 for the April 3, 2008 credit instruments).

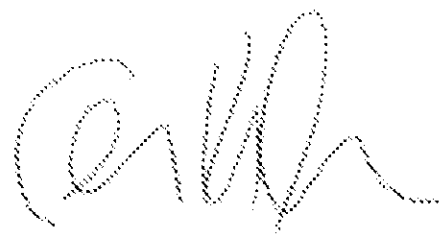
10 **IV. CONCLUSION**

11 Based on the foregoing, Wynn respectfully requests that the Court grant summary  
12 judgment in its favor on its claims for Breach of Contract and award Wynn the principal amount  
13 of \$1,000,000.00 and pre and post judgment interest at the rate of 18% per annum from the date  
14 he executed each credit instrument forward, which totals \$1,369,033.72 as of November 9, 2015.

15 DATED this 9th day of November, 2015.

16 LAWRENCE J. SEMENZA, III, P.C.

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Attorneys for Plaintiff Wynn Las Vegas, LLC  
d/b/a Wynn Las Vegas

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<sup>1</sup> If the Court grants Wynn's Motion, Wynn will file a memorandum of costs and move for attorneys' fees under Nev. R. Civ. P. 54(d).

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**CERTIFICATE OF SERVICE**

Pursuant to Nev. R. Civ. P. 5(b) and NEFCR 9, I certify that I am an employee of Lawrence J. Semenza, III, P.C., and that on this 9th day of November, 2015 I caused to be sent through electronic transmission via Wiznet's online system, a true copy of the foregoing **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** to the following registered e-mail addresses:

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kalbregts@nevadafirm.com

Attorney for Defendant

/s/ Olivia A. Kelly  
An Employee of Lawrence J. Semenza, III, P.C.



# **EXHIBIT 1**

# **EXHIBIT 1**

1

09:34:00 2 UNITED STATES DISTRICT COURT

09:34:00 3 CLARK COUNTY, NEVADA

09:34:00 4 - - - - -

09:34:00 IN THE MATTER OF:

09:34:00 5 WYNN LAS VEGAS, LLC d/b/a WYNN

09:34:00 6 LAS VEGAS, a Nevada limited liability

09:34:00 company,

09:34:00 7 Plaintiff,

09:34:00 Case No:

09:34:00 8 v. A-14-695025-C

09:34:00 9

09:34:00 MARIO LA BARBERA, an individual,

09:34:00 10 Defendant.

09:34:00 11 - - - - -

09:34:00 DEPOSITION OF: MARIO LA BARBERA

09:34:00 12 VOLUME I

09:34:00 13 Thursday, 11 June, 2015

09:34:00 14 AT: 10:05 a.m.

09:34:00 15 Taken at:

09:34:00 16 The Grand Hotel Palatino

09:34:00 Via Cavour

09:34:00 17 Roma

09:34:00 Italy

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09:34:00 23 Court Reporter:

09:34:00 24 GEORGIA GOULD

09:34:00 Accredited Real-time Reporter

09:34:00 25

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09:34:00 1

A P P E A R A N C E S

09:34:00 2 Appearing for the Plaintiff:

09:34:00

09:34:00 3 LAWRENCE J. SEMENZA

09:34:00 Lawrence J. Semenza, III. P.C.

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09:34:00 5 Las Vegas, Nevada, 89145

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09:34:00 6

09:34:00 STACIE MICHAELS (General Counsel)

09:34:00 7 Wynn Las Vegas

09:34:00 313 Las Vegas Blvd

09:34:00 8 Las Vegas, NV 89109

09:34:00

09:34:00 9 Appearing for the defendant:

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09:34:00 10 JEFFREY R. ALBREGTS

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09:34:00 Las Vegas, NV, 89101

09:34:00 12 Telephone: +1 702-791-0306

09:34:00

09:34:00 13 GIACOMO MIOTTI

09:34:00 Miotti Law Firm

09:34:00 14 00165 Roma

09:34:00 Via Gregorio VII, 154

09:34:00 15 Italy

09:34:00 Telephone: +39 06.6382.354

10:31:07 13 A. Yes, he -- he put me up.

10:31:14 14 Q. Now, how did he become your host if you had never  
10:31:17 15 communicated with him prior to your arrival in --  
10:31:20 16 on March 29 of 2008?

10:31:26 17 A. Because I was introduced to him by Marchese. I was  
10:31:33 18 introduced as a player, as a gambler.

10:31:36 19 Q. Okay. And did Marchese call Mr. Pariente and let  
10:31:40 20 him know that you were coming?

10:31:43 21 A. I believe so, I think so.

10:31:45 22 Q. Okay. When you arrived was Mr. Pariente there to  
10:31:49 23 greet you?

10:31:54 24 A. He sent a car to the airport and then he received me  
10:31:59 25 at the Wynn.

17

10:32:02 1 Q. Do you recall interacting with any other employee of  
10:32:05 2 the Wynn on your trip in March of 2008?

10:32:13 3 A. No.

10:32:14 4 Q. He's the only individual that you recall  
10:32:16 5 specifically?

10:32:19 6 A. That's correct.

10:32:25 7 Q. Do you know how Mr. Pariente knew that you were

10:32:32 8 arriving for your March 2008 trip?

10:32:41 9 A. I believe through Marchese, who must have told him  
10:32:49 10 my date of departure, and therefore the rest followed.

10:32:53 11 Q. How did you come to the decision to travel to the  
10:32:56 12 Wynn for your March 2008 trip?

10:33:05 13 A. It's a curiosity on my part to see Las Vegas.

10:33:10 14 Q. Had you ever been to Las Vegas before March of 2008?

10:33:14 15 A. No, I hadn't.

10:33:19 16 Q. And did you stay at the Wynn during your entire trip  
10:33:23 17 in March of 2008?

10:33:30 18 A. Yes, it was four nights and three days in total.

10:33:40 19 Q. Did you go to any casinos other than the Wynn Las  
10:33:44 20 Vegas during your trip in March 2008?

10:33:47 21 A. No, no, I didn't. I visited the other casinos out  
10:33:54 22 of curiosity but I did not gamble there.

10:33:57 23 Q. What other casinos do you recall visiting?

10:34:04 24 A. Bellagio, Venetian, and I think that's it. Caesar.

10:34:11 25 MR. ALBREGTS: The Venetian?

18

10:34:14 1 A. Venetian, yes.

10:34:15 2 BY MR. SEMENZA:

10:34:15 3 Q. On this trip in March 2008 were you accompanied by  
10:34:19 4 anyone else?

10:34:22 5 A. I was alone.

10:34:26 6 Q. Did you pay for your own travel on the March of 2008  
10:34:33 7 trip?

10:34:33 8 A. Yes, I did.

10:34:39 9 Q. Did you personally book your reservations at the  
10:34:42 10 Wynn Las Vegas or did someone book those reservations on  
10:34:45 11 your behalf?

10:34:50 12 A. I think Pariente did everything.

10:34:54 13 Q. So Mr. Pariente knew you were coming prior to your  
10:34:59 14 arrival?

10:35:02 15 A. I believe so because there was this contact with  
10:35:08 16 Marchese who presumably announced my arrival to him.

10:35:13 17 Q. Did you arrange your trip to the Wynn Las Vegas  
10:35:15 18 in March 2008 through Marchese?

10:35:19 19 A. No, I didn't. Marchese simply introduced me to  
10:35:29 20 Pariente, that's all. Then I organized the trip.

10:35:38 21 Q. But you had never communicated with Mr. Pariente  
10:35:41 22 prior to your arrival on March 29?

10:35:44 23 A. Absolutely not.

10:35:48 24 Q. So how was your room arranged prior to your arrival?

10:35:56 25 MR. ALBREGTS: If he knows. Tell him remember  
19

10:35:59 1 only if he knows.

10:36:04 2 A. I don't know. I arrived there and I was given  
10:36:08 3 a room.

10:36:12 4 BY MR. SEMENZA:

10:36:12 5 Q. Is it fair to say that you knew you had a room  
10:36:14 6 reservation at the Wynn but you don't know how that  
10:36:18 7 reservation was secured?

10:36:24 8 A. Yes, that's correct.

10:36:25 9 Q. And what were your dates that you arrived at the  
10:36:29 10 Wynn and departed from the Wynn on that particular trip?

10:36:35 11 A. I arrived on 29 March and I departed on 4 April.

10:37:03 12 THE INTERPRETER: Not to worry about my  
10:37:05 13 interruptions, he can go with the flow.

10:37:07 14 MR. ALBREGTS: If you can wait for LJ to finish  
10:37:09 15 his question. As long as Georgia is picking it up, you guys  
10:37:13 16 are doing great.

10:37:14 17 THE INTERPRETER: So shall I continue in the same  
10:37:16 18 way?

10:37:16 19 MR. SEMENZA: You are fine.

10:37:17 20 MR. ALBREGTS: You seem to have found a rhythm.

10:37:41 21 A. What is this?

10:37:42 22 BY MR. SEMENZA:

10:37:42 23 Q. This is a series of documents that has been produced  
10:37:50 24 to your counsel as part of the pending litigation.

10:37:54 25 (Exhibit 1 marked for identification)  
20

10:38:01 1 Q. Before we get to the document, when you arrived  
10:38:06 2 on March 29 of 2008 at the Wynn and met with Mr. Pariente,  
10:38:13 3 could you tell me what you discussed with him?

10:38:20 4 A. Well, he said that practically they gave me a credit  
10:38:26 5 line, to establish this, of USD 200,000.

10:38:38 6 Q. And was a USD 200,000 credit line acceptable to you?

10:38:45 7 A. Yes.

10:38:51 8 Q. Now, did you ask for that credit line from  
10:38:54 9 Mr. Pariente?

10:38:59 10 A. No, it was allowed, it was given to me by them.

10:39:03 11 Q. Did you bring any cash with you?

10:39:09 12 A. No, credit cards, just credit cards.

10:39:14 13 Q. Did you wire any funds to the Wynn prior to your  
10:39:19 14 trip on March 29, 2008?

10:39:23 15 A. No, from Las Vegas I invoked some transfers, two  
10:39:35 16 transfers.



10:39:39 17 Q. So while you were in Las Vegas you initiated two  
10:39:42 18 wire transfers from your bank to Wynn Las Vegas?

10:39:48 19 A. That's correct, from my bank, from Credit Suisse,  
10:39:51 20 after one day.

10:39:52 21 Q. And how much did you wire from your Credit Suisse  
10:39:56 22 account to Wynn Las Vegas?

10:39:59 23 A. The first transfer was USD 400,000, and the second  
10:40:03 24 one, USD 600,000, a total of USD 1 million.

10:40:09 25 Q. Were those transfers undertaken on the same day?  
21

10:40:17 1 A. No, they were one day apart, I think.

10:40:20 2 Q. Okay. The first transfer was in the amount of USD  
10:40:23 3 400,000?

10:40:24 4 A. That's correct.

10:40:25 5 Q. And was initiated on which day?

10:40:36 6 MR. MIOTTI: Can he refer to the --

10:40:38 7 A. Day one of my stay --

10:40:40 8 BY MR. SEMENZA:

10:40:41 9 Q. Hold on, hold on. I just want to understand what he  
10:40:43 10 said.

10:40:43 11 It's your recollection that you transferred the USD

10:40:45 12 400,000 on your first day of your stay at Wynn?

10:40:53 13 A. Perhaps the day after, the morning after -- the day  
10:40:55 14 after.

10:40:56 15 Q. Okay. And do you recall when you initiated the  
10:40:59 16 second wire transfer in the amount of USD 600,000?

10:41:07 17 A. I believe 24 or maybe 48 hours following the first  
10:41:11 18 one.

10:41:13 19 MR. ALBREGTS: And in reference to the document,  
10:41:15 20 the bank records will show that.

10:41:21 21 MR. SEMENZA: Okay.

10:41:17 22 MR. ALBREGTS: Thanks.

10:41:22 23 BY MR. SEMENZA:

10:41:22 24 Q. Okay. Would you like to refer to the bank  
10:41:33 25 statements to confirm the dates upon which those wire  
22

10:41:36 1 transfers were made?

10:41:37 2 A. Yes, I would.

10:41:40 3 MR. SEMENZA: Giacomo, would you mind?

10:41:44 4 MR. ALBREGTS: You are on, Giacomo.

10:41:46 5 MR. MIOTTI: This is seven years' time so  
10:41:48 6 everybody could forget.

10:41:56 7 A. The 1st of the 4th, the 1st of April, and the 3rd

10:42:00 8 of April. Would you like to see it, sir?

10:42:03 9 MR. SEMENZA: Yes.

10:42:12 10 MR. ALBREGTS: Giacomo, we'll do it page-by-page.

10:42:14 11 MR. MIOTTI: Yes.

10:42:25 12 BY MR. SEMENZA:

10:42:26 13 Q. Were these amounts in dollars or in euros?

10:42:35 14 A. I had -- I also had a dollar account at

10:42:37 15 Credit Suisse and I wired dollars.

10:42:40 16 Q. Okay. Why did you make these transfers, one in the

10:42:48 17 amount of USD 400,000 and the second in the amount of USD

10:42:51 18 600,000?

10:42:54 19 A. Because I'd run out of money.

10:42:57 20 Q. At that point in time that you wired those funds had

10:43:01 21 you exhausted your credit limit?

10:43:06 22 A. Yes.

10:43:07 23 Q. Prior to the USD 400,000 wire transfer on or

10:43:15 24 about April 1 of 2008, do you recall what your credit limit

10:43:19 25 was?

23

10:43:23 1 A. 200,000.

10:43:25 2 Q. At --

10:43:28 3 A. Then, once the money arrived, I was given a villa.

10:43:38 4 I saw my credit increase and they ruined me.

10:43:46 5 Q. What do you recall your credit limit to be prior to

10:43:53 6 the second wire transfer, USD 600,000?

10:44:00 7 A. 500 is what they gave me. And after the arrival of

10:44:06 8 the 600 I was given a million. (In English): They kill

10:44:29 9 players in Las Vegas.

10:44:34 10 THE INTERPRETER: That was in English, "They kill

10:44:37 11 players in Las Vegas."

10:44:38 12 A. (Answer Interpreted): It's true, they really kill

10:44:40 13 them.

10:44:44 14 BY MR. SEMENZA:

10:44:45 15 Q. Okay. When you arrived at Wynn Las Vegas

10:44:57 16 on March 29, 2008, do you recall reviewing and executing

10:45:04 17 certain documents to establish credit?

10:45:17 18 A. I certainly must have signed --

10:45:24 19 Q. Well --

10:45:26 20 A. -- for example, I do not know that these were

10:45:30 21 checks, nobody explained it to me, nobody explained it to

10:45:33 22 me. I thought that these were some receipts in order to get

10:45:43 23 to obtain the chips. Nobody explained to me this.

10:45:51 24 MR. ALBREGTS: Wait for a question. If he

10:45:56 25 doesn't ask you the question I will ask you the question.

10:46:54 21 A. No, I did not.

10:46:56 22 Q. What do you understand the reason for providing your  
10:47:00 23 passport to Wynn to be?

10:47:07 24 A. When one goes to a hotel I assumed it's normal to  
10:47:11 25 produce a document.

25

10:47:13 1 Q. And you voluntarily provided your passport to Wynn?

10:47:18 2 A. Certainly I was asked, I think, at reception, and so  
10:47:22 3 I supplied it.

10:47:23 4 Q. Did you provide your passport to Mr. Pariente or  
10:47:26 5 some other employee at Wynn when you checked in?

10:47:33 6 A. I honestly don't recall.

10:47:38 7 (10:47 a.m.)

10:47:44 8 (Discussion off the record.)

10:47:46 9 (10:48 a.m.)

10:47:55 10 BY MR. SEMENZA:

10:47:55 11 Q. Mr. La Barbera, can I have you turn to Wynn 33. Do  
10:48:15 12 you recognize this document?

10:48:22 13 MR. ALBREGTS: Can you translate the title up  
10:48:23 14 here? (Pause.)

10:48:32 15 A. The signature is certainly my own.

10:48:34 16 BY MR. SEMENZA:

10:48:34 17 Q. Okay.

10:48:35 18 A. But I don't recall it. It's certainly my signature,  
10:48:42 19 it says "Credit Suisse".

10:48:46 20 Q. Do you recall who you were with when you signed this  
10:48:50 21 document?

10:48:53 22 A. No, I don't, honestly.

10:48:56 23 Q. And the handwriting -- the printing, right --

10:49:02 24 MR. ALBREGTS: Printing.

10:49:04 25 A. That's mine.

26

10:49:06 1 MR. ALBREGTS: Wait for a question. Sorry.

10:49:11 2 BY MR. SEMENZA:

10:49:11 3 Q. No, that's okay.

10:49:12 4 So from your name at the top of the page to where  
10:49:25 5 you have signed, is all of that handwritten writing yours?

10:49:34 6 A. Yes.

10:49:37 7 Q. And how did you know what handwritten information to  
10:49:43 8 provide on this form?

10:49:52 9 A. I think I must have been aided, I'm not sure whether  
10:49:56 10 it was Pariente or anyone else, I really don't recall.

10:52:24 1

10:52:26 2 (10:53 a.m.)

10:52:50 3 BY MR. SEMENZA:

10:52:50 4 Q. Let me have you turn now to Wynn 46. Do you

10:53:08 5 recognize this document?

10:53:42 6 A. I don't remember it. The signature is my own.

10:53:47 7 Q. When you first arrived at the Wynn and signed this

10:53:53 8 document, Wynn 46, was it your understanding that you were

10:53:58 9 being given a credit line of USD 300,000 as opposed to USD

10:54:06 10 200,000?

10:54:14 11 A. I imagine I must have read this. I don't remember

10:54:18 12 exactly everything. It's seven-and-a-half years ago and --

10:54:29 13 Q. Is it fair to say that you were initially given

10:54:31 14 a USD 300,000 credit line at Wynn?

10:54:37 15 A. I recall 200.

10:54:45 16 Q. And, prior to signing this document, did you ask

10:54:50 17 anyone to translate it into Italian for you?

10:54:54 18 A. No, I didn't.

10:54:58 19 Q. Do you recall who was present with you when you

10:55:00 20 signed this document?

10:55:03 21 A. I believe Pariente, I think.

10:55:09 22 Q. And did Mr. Pariente explain to you the terms of

10:55:13 23 this document when you signed it?

10:55:19 24 A. I don't recall, but I would assume that he must have

10:55:23 25 told me that this was necessary in order to obtain the  
29

10:55:26 1 credit.

10:55:28 2 Q. Do you recall asking Mr. Pariente, when you signed  
10:55:32 3 this, about the terms relating to obtaining credit at Wynn?

10:55:37 4 A. No.

10:55:42 5 Q. Is it fair to say that if you had questions relating  
10:55:45 6 to the credit provided to you by Wynn Las Vegas that  
10:55:49 7 Mr. Pariente was available to answer those questions?

10:55:59 8 A. This I don't know. For example, he was unable to  
10:56:06 9 say something to me about market, and I thought that market  
10:56:12 10 was a simple receipt rather than a commitment. Nobody  
10:56:17 11 explained this to me at Wynn.

10:56:20 12 Q. You mentioned the term "market" or "marker".

10:56:25 13 A. The ones which they then cashed in, we have the same  
10:56:29 14 word "market".

10:56:30 15 Q. Okay. Does Mr. Pariente speak fluent Italian?

10:56:44 16 A. He's south American. Let's say that he muddled  
10:56:49 17 through, we were able to understand one another.

10:56:51 18 Q. And when you spoke to Mr. Pariente did you speak to  
10:56:54 19 him in Italian?



10:57:01 20 A. Latin, mixed with Italian. A Latin-Italian mix.

10:57:09 21 Q. Okay. Is it fair to say that you -- strike that.

10:57:14 22 During your discussions and conversations with

10:57:17 23 Mr. Pariente is it fair to say that you understood what he

10:57:20 24 was saying?

10:57:25 25 MR. ALBREGTS: Objection as to form, as to what's  
30

10:57:26 1 "fair". Go ahead and answer.

10:57:36 2 A. The question was?

10:57:38 3 BY MR. SEMENZA:

10:57:38 4 Q. Let me ask it a different way. When you were having

10:57:45 5 conversations with Mr. Pariente while at the Wynn

10:57:48 6 in March 2008 did you believe that he understood you and

10:57:54 7 that you understood him?

10:58:01 8 A. Broadly speaking, yes. I didn't know how things

10:58:23 9 worked inside this casino, nobody explained it to me, but

10:58:26 10 anyway we'll get there.

10:58:28 11 Q. And, going back, when you spoke Mr. Pariente you

10:58:31 12 said you spoke Latin, meaning Spanish?

10:58:35 13 A. Yes, Latino and Spanish.

10:58:38 14 Q. So you spoke both Italian and Spanish with him?

11:55:48 18 Q. Did Mr. Albregts have any communications with you  
11:55:53 19 during the break relating to whether you should assert that  
11:55:59 20 the markers I've been showing you are in fact forgeries or  
11:56:05 21 not?

11:56:07 22 A. No, there has been nothing.

11:56:09 23 MR. SEMENZA: For the record, I think that there  
11:56:12 24 was statements made concerning that type of testimony.

11:56:22 25 MR. ALBREGTS: That's an inaccurate  
40

11:56:24 1 representation.

11:56:26 2 MR. SEMENZA: Mr. Albregts can make his  
11:56:29 3 representations relating to what took place during the  
11:56:34 4 break.

11:56:39 5 MR. ALBREGTS: I've no representations to make.

11:56:45 6 BY MR. SEMENZA:

11:56:45 7 Q. How long, approximately, was the break?

11:56:55 8 A. About ten minutes. Quarter of an hour, perhaps,  
11:57:02 9 because you were also out of the room.

11:57:06 10 MR. SEMENZA: Okay. I think where we had left  
11:57:09 11 off was -- I just want to go back and make sure that the  
11:57:25 12 record is clear up to this point in time. Again, and for

11:57:33 13 Mr. Albregts's benefit, I'm not attempting to ask him to  
11:57:40 14 change his testimony, I just want to understand and be clear  
11:57:43 15 with regard to what he believes are his signatures and what  
11:57:48 16 he believes are not his signatures with regard to the  
11:57:51 17 documents that have been produced.

11:57:53 18 MR. ALBREGTS: I understand.

11:57:55 19 BY MR. SEMENZA:

11:57:56 20 Q. Okay. So with regard to the credit application.

11:58:06 21 A. Which is this one.

11:58:07 22 Q. Hold on and I'll find the right one. Wynn 33. You  
11:58:32 23 are not disputing on Wynn 33 that you signed this document,  
11:58:35 24 correct?

11:58:39 25 A. This is my signature.

41

11:58:44 1 Q. Okay. Turning to Wynn 46. Again --

11:59:00 2 MR. ALBREGTS: Wait for a question.

11:59:03 3 BY MR. SEMENZA:

11:59:03 4 Q. With regard to Wynn 46, the first page, you would  
11:59:08 5 agree with me that that is your signature?

11:59:10 6 A. Yes.

11:59:11 7 Q. With regard to Wynn 47 you would agree with me that

11:59:17 8 this is your signature?

11:59:19 9 A. Yes, but this is not my writing.

11:59:24 10 THE INTERPRETER: My own addition, we are  
11:59:28 11 pointing at the date now.

11:59:30 12 Q. So it's your signature on Wynn 47, but you did not  
11:59:34 13 hand write in the date?

11:59:36 14 A. That's correct.

11:59:37 15 Q. Okay, thank you. Going back to Wynn 2.

11:59:46 16 MR. ALBREGTS: I messed up, hold on, give me  
11:59:48 17 a moment. I'm missing a part.

12:00:13 18 BY MR. SEMENZA:

12:00:14 19 Q. So with regard to Wynn 2 is it your testimony this  
12:00:17 20 is or is not your signature?

12:00:23 21 A. I already answered this one.

12:00:25 22 Q. And what was your answer?

12:00:27 23 A. No.

12:00:32 24 MR. ALBREGTS: I missed an objection there.  
12:00:33 25 Asked and answered.

42

12:00:38 1 BY MR. SEMENZA:

12:00:39 2 Q. Again, so I'm clear and Jeff can object, is the

16:03:01 1 CERTIFICATE OF DEPONENT

16:03:01 2

16:03:01 3 I, MARIO LA BARBERA, hereby certify that I have read the  
16:03:01 foregoing pages, numbered 1 through 129, of my deposition of  
16:03:01 4 testimony taken in these proceedings on Thursday, June 11,  
16:03:01 2015 and, with the exception of the changes listed on the  
16:03:01 5 next page and/or corrections, if any, find them to be a true  
16:03:01 and accurate transcription thereof.  
16:03:01 6

16:03:01 7

16:03:01 8

16:03:01 9

16:03:01 10 Signed: .....

16:03:01 11 Name: MARIO LA BARBERA

16:03:01 12 Date: .....

16:03:01 13

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16:03:01 22

16:03:01 23

CERTIFICATE OF COURT REPORTER

16:03:01 1

16:03:01 2

16:03:01 3 I, GEORGIA GOULD, an Accredited Real-time Reporter, hereby  
16:03:01 4 certify that the testimony of the witness MARIO LA BARBERA  
16:03:01 5 in the foregoing transcript, numbered pages 1 through 129,  
16:03:01 6 taken on this 11th day of June, 2015 was recorded by me in  
16:03:01 7 machine shorthand and was thereafter transcribed by me; and  
16:03:01 8 that the foregoing transcript is a true and accurate  
16:03:01 9 verbatim record of the said testimony.

16:03:01 10

16:03:01 11

16:03:01 12 I further certify that I am not a relative, employee,  
16:03:01 13 counsel or financially involved with any of the parties to  
16:03:01 14 the within cause, nor am I an employee or relative of any  
16:03:01 15 counsel for the parties, nor am I in any way interested in  
16:03:01 16 the outcome of the within cause.

16:03:01 17

16:03:01 18

16:03:01 19 Signed:  .....

16:03:01 20 Name: GEORGIA GOULD

16:03:01 21 Date: .....17/06/15.....

16:03:01 22

23

24

25

# **EXHIBIT 2**

# **EXHIBIT 2**

**DECLARATION OF BARBARA A. CONWAY IN SUPPORT OF PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

I, BARBARA A. CONWAY, state and declare as follows:

1. I am the Director of Casino Collections of Plaintiff Wynn Las Vegas, LLC d/b/a Wynn Las Vegas ("Wynn"). I make the following Declaration in support of Wynn's Motion for Summary Judgment ("Motion") against Defendant Mario La Barbera ("La Barbera"). I have personal knowledge of the facts stated in the Declaration, except those stated based upon information and belief, and if called to do so would testify competently thereto. The documents, reports and/or records referred to in this Declaration were made in the course of regularly conducted business activities at or near the time of the matters set forth, maintained in the regular course of business at Wynn and I have access to these records in the course of my employment with Wynn.

2. La Barbera was a patron of Wynn in 2008. La Barbera executed a Credit Application and Credit Agreement with Wynn. Attached as Exhibit "3" to Wynn's Motion is a true and correct copy of La Barbera's Credit Application with Wynn. Attached as Exhibit "4" to Wynn's Motion is a true and correct copy of La Barbera's Credit Agreement with Wynn.

3. On or about March 29, 2008, Defendant executed a Credit Line Increase with Wynn, increasing his credit line to \$300,000.00. On March 31, 2008, Defendant executed two Credit Line Increase Requests with Wynn, increasing his credit line to \$600,000.00. On April 2, 2008, Defendant executed a Credit Line Increase Request with Wynn, increasing his credit line to \$650,000. On April 3, 2008, Defendant executed a Credit Line Increase Request with Wynn, increasing his credit line to \$1,000,000. Attached as Exhibit "5" to Wynn's Motion are true and correct copies of these Credit Line Increase Requests.

4. On April 1 and 3, 2008, La Barbera executed the following twelve credit instruments in favor of Wynn:

	Date	Item No.	Amount
1.	April 1, 2008	70601126	\$120,000.00



2.	April 3, 2008	70602091	\$100,000.00
3.	April 3, 2008	70602095	\$100,000.00
4.	April 3, 2008	70601892	\$100,000.00
5.	April 3, 2008	70601898	\$100,000.00
6.	April 3, 2008	70601900	\$50,000.00
7.	April 3, 2008	70601883	\$100,000.00
8.	April 3, 2008	70601886	\$50,000.00
9.	April 3, 2008	70601890	\$50,000.00
10.	April 3, 2008	70602099	\$100,000.00
11.	April 3, 2008	70602104	\$100,000.00
12.	April 3, 2008	70602124	\$100,000.00
		<b>TOTAL</b>	<b>\$1,070,000.00</b>

Attached as Exhibit "6" to Wynn's Motion are true and correct copies of these 12 Credit Instruments.

5. Thereafter, Wynn employees and/or representatives attempted to collect the full amount owed represented by the credit instruments. La Barbera, however, did not pay the full amount owed and did not offer a payment plan acceptable to Wynn.

6. After applying amounts that La Barbera had previously provided to Wynn, the outstanding principal balance of \$1 million remains due and owing.

7. Wynn deposited La Barbera's credit instruments to his Banca Popolare Italiana account on or about August 4, 2008. In November and December 2008, Wynn received multiple correspondence from its bank stating that each of the credit instruments were returned unpaid. True and correct copies of the letters from Bank of America are attached to Wynn's Motion as Exhibit "7."

8. As of the date of this Declaration, La Barbera owes Wynn the principal amount of \$1 million.

9. Each of the credit instruments La Barbera executed in April 2008 specifically state that he would "agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs."

10. La Barbera's Credit Agreement with Wynn states that he agrees to pay accrued interest of 18% per annum on any credit he receives from Wynn, as well as costs of collection, including attorney's fees and court costs.

11. The Credit Line Increase Requests that La Barbera executed also state that he would "agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18% . . . ."

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

Executed on this 9 day of November, 2015, in Las Vegas, Nevada.

  
BARBARA A. CONWAY

# **EXHIBIT 3**

# **EXHIBIT 3**

# credit application

Once completed, please mail back or fax it to us at (702) 770-1580. Should you have any questions, please feel free to call us at 1-866-770-7107. Upon arriving at Wynn Las Vegas, please proceed to the Credit Desk adjacent to the Main Cage where we will complete your application. Positive identification will be required to activate your account. Identification should be in the form of a valid driver's license, state-issued ID, passport or active military ID. A major credit card is also required as a second ID.

Name (Please Print) MARIO LA BARBERA Date of Birth [REDACTED]  
 Street Address [REDACTED]  
 City [REDACTED] State [REDACTED] Zip Code [REDACTED]  
 Residence Phone [REDACTED] SS# [REDACTED]  
 Email Address [REDACTED]  
 Credit Amount Requested \$ 300,000 Firm Name BRUNIFANT  
 Type of Business TANACORNE Position OWNER  
 Business Phone ( ) [REDACTED] Business Fax ( ) [REDACTED]  
 Street Address of Firm [REDACTED]  
 City [REDACTED] State [REDACTED] Zip Code [REDACTED]  
 Direct All Correspondence To ☐ Business ☒ Residence ☐ Alternate  
 Alternate Mailing Address [REDACTED]

Bank #1 Name (Checking Accounts Only) [REDACTED] ABA# [REDACTED]  
 Branch or Street Address [REDACTED]  
 City [REDACTED] State [REDACTED] Zip Code [REDACTED]  
 Account # [REDACTED] Account # [REDACTED] Deposit [REDACTED]  
 Business [REDACTED] Personal [REDACTED] Checks To ☐ Business ☐ Personal

Bank #2 Name (Checking Accounts Only) [REDACTED] ABA# [REDACTED]  
 Branch or Street Address [REDACTED]  
 City [REDACTED] State [REDACTED] Zip Code [REDACTED]  
 Account # [REDACTED] Account # [REDACTED] Deposit [REDACTED]  
 Business [REDACTED] Personal [REDACTED] Checks To ☐ Business ☐ Personal

Anticipated Arrival Date 7/29/09

My signature below is authorization for Wynn Las Vegas to obtain and verify credit and employment information from any source including information pertaining to my personal and business accounts in accordance with applicable laws. I will not hold any financial institutions or current or former employers responsible for any information released.

Signature [Signature]  
3/29 300K TTC p/ Alex Parente

3/29/08

CCNY \$  
Control \$  
affilaire \$  
wynn Bank \$  
PM \$

# **EXHIBIT 4**

# **EXHIBIT 4**

# CREDIT AGREEMENT

First Name <b>MARIO</b>	Middle Initial	Last Name <b>LA BARBERA</b>
Date of Birth		
Social Security #		
State		
New Street Address of Residence (if changed)		
City	State	Zip Code
New Residence Phone		
Business Name <b>BRUHIFARBA</b>	Position <b>OWNER</b>	
Type of Business		
Street Address of Business		
City	State	Zip Code
Business Phone		
New Street Address of Business (if changed)		
City	State	Zip Code
New Business Phone		

Bank 1 Name <b>WIN BANK</b>	ABA #
Branch Name	Street Address
City <b>WIN-BANK</b>	State <b>NV</b>
Zip Code <b>89109</b>	USA
Acct. # Business	Acct. # Personal
Deposit Checks to: Business	Personal
<b>YES</b>	
Bank 2 Name	ABA #
Branch Name	Street Address
City	State
Zip Code	
Acct. # Business	Acct. # Personal
Deposit Checks to: Business	Personal
<b>NO</b>	
Send Credit Correspondence to: Business	Residence
Alternate	
Send Marketing Correspondence to: Business	Residence
Alternate	
Alternate Address	
Credit Card Verification Required	

*Wynn* LAS VEGAS

**MARIO**  
First Name Middle Initial Last Name  
Date

Account Number  
**\$ 300,000**  
**CREDIT REQUESTED**

I give Wynn Las Vegas and its representatives permission to obtain and verify credit information from any source, obtain my credit and employment history and exchange information with others about my credit and account experience with Wynn Las Vegas. I agree not to hold any of these entities responsible or liable for the information released. I agree that Wynn Las Vegas will retain this application whether or not it approves the credit line.

Before drawing on my line of credit, if granted, I agree to sign credit instruments (i.e. checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any of the following missing items on these credit instruments: (1) the name of a payee, (2) any missing amounts, (3) a date, (4) the name, account number, and/or address and branch of any banks and financial institutions and (5) any electronic encoding of the above items. This information can be for any account from which I now have or may in the future have the right to withdraw funds, regardless of whether that account now exists and whether I provided the information on the account to Wynn Las Vegas.

I acknowledge that irrespective of any currency exchange laws in the country in which I reside, I have the ability and intent to legally repay any advance of money to Wynn Las Vegas. I also acknowledge that an independent agent collecting from money deposits or payments on my debt is my agent and not an agent for Wynn Las Vegas or any of its affiliates.

I agree that each draw against my credit line is a separate advance of money by Wynn Las Vegas. If I receive the advance before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the advance.

I agree that Nevada law exclusively governs the terms of the credit line, advances or credit instruments. I agree that Wynn Las Vegas may litigate any dispute involving the credit line, the debt, or the payee in any court, state or federal, in Nevada. I submit to the jurisdiction of any court, state or federal, in Nevada.

Besides any amounts authorized by law, I will pay interest at the rate of 18% per annum from the date of execution of the credit instruments and all costs of collection, including attorney fees and court costs.

WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING: We will cancel or reduce your credit line upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-800-622-4700.

I agree that the information set forth above is true and accurate to the best of my knowledge.

Approved Credit Limit \_\_\_\_\_ Date \_\_\_\_\_

Disposition \_\_\_\_\_

Credit Executive Signature and ID # *Schiff*

Casino Employee Signature and ID # *Meleg*

Marketing Representative

## FOR CASINO USE ONLY

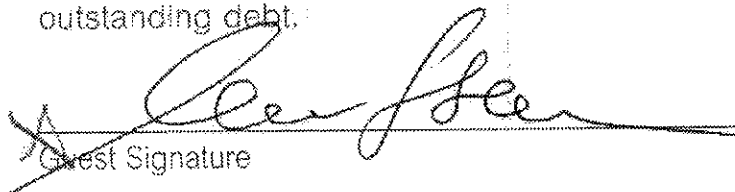
Application Received ☐ Mail ☐ Walk-In ☐ Phone-In \_\_\_\_\_ Date \_\_\_\_\_

Signature acknowledges receipt of Wynn Las Vegas conditions and terms.

*[Signature]*

Signature (AS IT APPEARS ON CHECKS)

Warning: For the purpose of Nevada law, a credit instrument is identical to a personal check and may be deposited in or presented to a bank or other financial institution on which the credit instrument is drawn. Willfully drawing or passing a credit instrument with the intent to defraud, including knowing that there are insufficient funds in the account upon which it may be drawn, is a crime in the State of Nevada which may result in criminal prosecution in addition to civil proceedings to collect the outstanding debt.

 3/29/08  
Guest Signature Date

S



# **EXHIBIT 5**

# **EXHIBIT 5**



# CREDIT LINE INCREASE REQUEST

Name M. LA BARBERA Date 04.03.08  
 D.O.B. \_\_\_\_\_ ACCT. # [REDACTED]  
 Perm. \_\_\_\_\_ Temp. ☒ Increase Amt. from \$ 600,000 To \$ 1,000,000  
 Temp. \_\_\_\_\_ Increase to consider check in transit as clear. Check Amount \_\_\_\_\_ Deposit Date \_\_\_\_\_

Before drawing on my permanent or temporary marker limit, if granted, I agree to sign credit instruments (i.e. markers or checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any information on the credit instruments as is necessary for the instrument to be presented for payment, including but not limited to (1) name of payee; (2) a date; (3) name, account number and/or address of any of my banks or financial institutions; (4) electronic encoding of the above; and (5) as otherwise authorized by law. I further authorize Wynn Las Vegas to add information relating to any account, which I now have or may in the future have, regardless of whether that account now exists, or whether I provided the information on the account.

I agree that each draw against my marker limit is a separate transaction with Wynn Las Vegas. If I receive funds (ie cash, chips, tokens, etc.) before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the funds provided.

I agree that Nevada law exclusively applies to these transactions. I agree that the exclusive jurisdiction for any dispute arising out of or related to any of the above shall be a federal or state court situated in Clark County, Nevada.

In addition to any amounts authorized by Nevada law, I agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18%, unless prohibited by Nevada law, and in such case at the highest amount permitted by Nevada law, from the date of issuance of the marker (if dishonored by a financial institution).

Customer Signature [Signature]

Witness [Signature] Title \_\_\_\_\_

WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING

We will cancel or reduce your marker limit upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-866-770-7107 or request assistance at the Casino Cage.

CR-001



# CREDIT LINE INCREASE REQUEST

Name M. LA BOZBERA Date 04/02/08  
 D.O.B. [REDACTED] ACCT. # [REDACTED]  
 Perm.        Temp. ☒ Increase Amt. from \$ 600.000 To \$ 850.000  
 Temp.        Increase to consider check in transit as clear. Check Amount        Deposit Date       /      /      

Before drawing on my permanent or temporary marker limit, if granted, I agree to sign credit instruments (i.e. markers or checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any information on the credit instruments as is necessary for the instrument to be presented for payment, including but not limited to (1) name of payee; (2) a date; (3) name, account number and/or address of any of my banks or financial institutions; (4) electronic encoding of the above; and (5) as otherwise authorized by law. I further authorize Wynn Las Vegas to add information relating to any account, which I now have or may in the future have, regardless of whether that account now exists, or whether I provided the information on the account.

I agree that each draw against my marker limit is a separate transaction with Wynn Las Vegas. If I receive funds (ie cash, chips, tokens, etc.) before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the funds provided.

I agree that Nevada law exclusively applies to these transactions. I agree that the exclusive jurisdiction for any dispute arising out of or related to any of the above shall be a federal or state court situated in Clark County, Nevada.

In addition to any amounts authorized by Nevada law, I agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18%, unless prohibited by Nevada law, and in such case at the highest amount permitted by Nevada law, from the date of issuance of the marker (if dishonored by a financial institution).

Customer Signature [Signature]

Witness [Signature] Title       

## WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING

We will cancel or reduce your marker limit upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-866-770-7107 or request assistance at the Casino Cage.

CR-001

REDACTED



## CREDIT LINE INCREASE REQUEST

Name M. LA BARBERA Date 03/31/08  
D.O.B. \_\_\_\_\_ ACCT. # \_\_\_\_\_  
Perm. \_\_\_\_\_ Temp. ☒ Increase Amt. from \$ 500,000 To \$ 600,000  
Temp. \_\_\_\_\_ Increase to consider check in transit as clear. Check Amount \_\_\_\_\_ Deposit Date \_\_\_\_\_

Before drawing on my permanent or temporary marker limit, if granted, I agree to sign credit instruments (i.e. markers or checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any information on the credit instruments as is necessary for the instrument to be presented for payment, including but not limited to (1) name of payee; (2) a date; (3) name, account number and/or address of any of my banks or financial institutions; (4) electronic encoding of the above; and (5) as otherwise authorized by law. I further authorize Wynn Las Vegas to add information relating to any account, which I now have or may in the future have, regardless of whether that account now exists, or whether I provided the information on the account.

I agree that each draw against my marker limit is a separate transaction with Wynn Las Vegas. If I receive funds (ie cash, chips, tokens, etc.) before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the funds provided.

I agree that Nevada law exclusively applies to these transactions. I agree that the exclusive jurisdiction for any dispute arising out of or related to any of the above shall be a federal or state court situated in Clark County, Nevada.

In addition to any amounts authorized by Nevada law, I agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18%, unless prohibited by Nevada law, and in such case at the highest amount permitted by Nevada law, from the date of issuance of the marker (if dishonored by a financial institution).

Customer Signature [Signature]

Witness [Signature] Title \_\_\_\_\_

### WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING

We will cancel or reduce your marker limit upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-866-770-7107 or request assistance at the Casino Cage.

CR-001



## CREDIT LINE INCREASE REQUEST

3380018

Name M. LA BARBERA Date 03/31/08  
D.O.B. \_\_\_\_\_ ACCT. # \_\_\_\_\_  
Perm. \_\_\_\_\_ Temp. ✓ Increase Amt. from \$ 400.000 To \$ 500.000  
Temp. \_\_\_\_\_ Increase to consider check in transit as clear. Check Amount \_\_\_\_\_ Deposit Date 1/1/1

Before drawing on my permanent or temporary marker limit, if granted, I agree to sign credit instruments (i.e. markers or checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any information on the credit instruments as is necessary for the instrument to be presented for payment, including but not limited to (1) name of payee; (2) a date; (3) name, account number and/or address of any of my banks or financial institutions; (4) electronic encoding of the above; and (5) as otherwise authorized by law. I further authorize Wynn Las Vegas to add information relating to any account, which I now have or may in the future have, regardless of whether that account now exists, or whether I provided the information on the account.

I agree that each draw against my marker limit is a separate transaction with Wynn Las Vegas. If I receive funds (ie cash, chips, tokens, etc.) before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the funds provided.

I agree that Nevada law exclusively applies to these transactions. I agree that the exclusive jurisdiction for any dispute arising out of or related to any of the above shall be a federal or state court situated in Clark County, Nevada.

In addition to any amounts authorized by Nevada law, I agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18%, unless prohibited by Nevada law, and in such case at the highest amount permitted by Nevada law, from the date of issuance of the marker (if dishonored by a financial institution).

Customer Signature

Witness

Title

### WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING

We will cancel or reduce your marker limit upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-866-770-7107 or request assistance at the Casino Cage

CR-001

REDACTED



## CREDIT LINE INCREASE REQUEST

Name MARCO LASALLEBERA Date 08/29/08  
D.O.B. [REDACTED] ACCT. # [REDACTED]  
Perm.        Temp. ✓ Increase Amt. from \$ 0 To \$ 300.000  
Temp.        Increase to consider check in transit as clear. Check Amount        Deposit Date       

Before drawing on my permanent or temporary marker limit, if granted, I agree to sign credit instruments (i.e. markers or checks) in the amount of the draw. I authorize Wynn Las Vegas to complete any information on the credit instruments as is necessary for the instrument to be presented for payment, including but not limited to (1) name of payee; (2) a date; (3) name, account number and/or address of any of my banks or financial institutions; (4) electronic encoding of the above; and (5) as otherwise authorized by law. I further authorize Wynn Las Vegas to add information relating to any account, which I now have or may in the future have, regardless of whether that account now exists, or whether I provided the information on the account.

I agree that each draw against my marker limit is a separate transaction with Wynn Las Vegas. If I receive funds (ie cash, chips, tokens, etc.) before I execute a credit instrument, I promptly will sign a credit instrument in the amount of the funds provided.

I agree that Nevada law exclusively applies to these transactions. I agree that the exclusive jurisdiction for any dispute arising out of or related to any of the above shall be a federal or state court situated in Clark County, Nevada.

In addition to any amounts authorized by Nevada law, I agree to pay all costs of collection, including attorneys' fees and court costs and interest at the rate of 18%, unless prohibited by Nevada law, and in such case at the highest amount permitted by Nevada law, from the date of issuance of the marker (if dishonored by a financial institution).

Customer Signature [Signature]

Witness [Signature]

Title       

### WYNN LAS VEGAS ENDORSES RESPONSIBLE GAMING

We will cancel or reduce your marker limit upon your request. If you or anyone you know may have a problem gaming responsibly, please call 1-866-770-7107 or request assistance at the Casino Cage.

CR-001

# **EXHIBIT 6**

# **EXHIBIT 6**

REDACTED

VIA NINO BIXIO,,ANG. VIA MATTARELLA BAGHERIA ITALY

Check # 70601126

AUG 04 2008

MARIO LA BARBERA  
VIA MORRELLO HOLEO  
ITALY  
SANTA FLAVIA, 90017  
Italy

3580678

Pay to Order Of Wynn Las Vegas

\$120,000

One Hundred Twenty Thousand and No/100

Payable in United States Dollars

BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

Signature

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum; attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check or with the intent to defraud, is a crime which may result in prosecution.

1802-0744523

Wynn Las Vegas



VIA NINO BIXIO, ANG. VIA MATTARELLA BAGHERIA ITALY

MARIO LA BARBERA

VIA MORRELLO HOLEO

ITALY

SANTA FLAVIA, 90017

Italy

3580678

Check #: 70602091

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

One Hundred Thousand and No/100

\$100,000

Payable in United States Dollars

BANCA POPOLARE ITALIANA

CORSO VITTORIO EMANUELE, 10

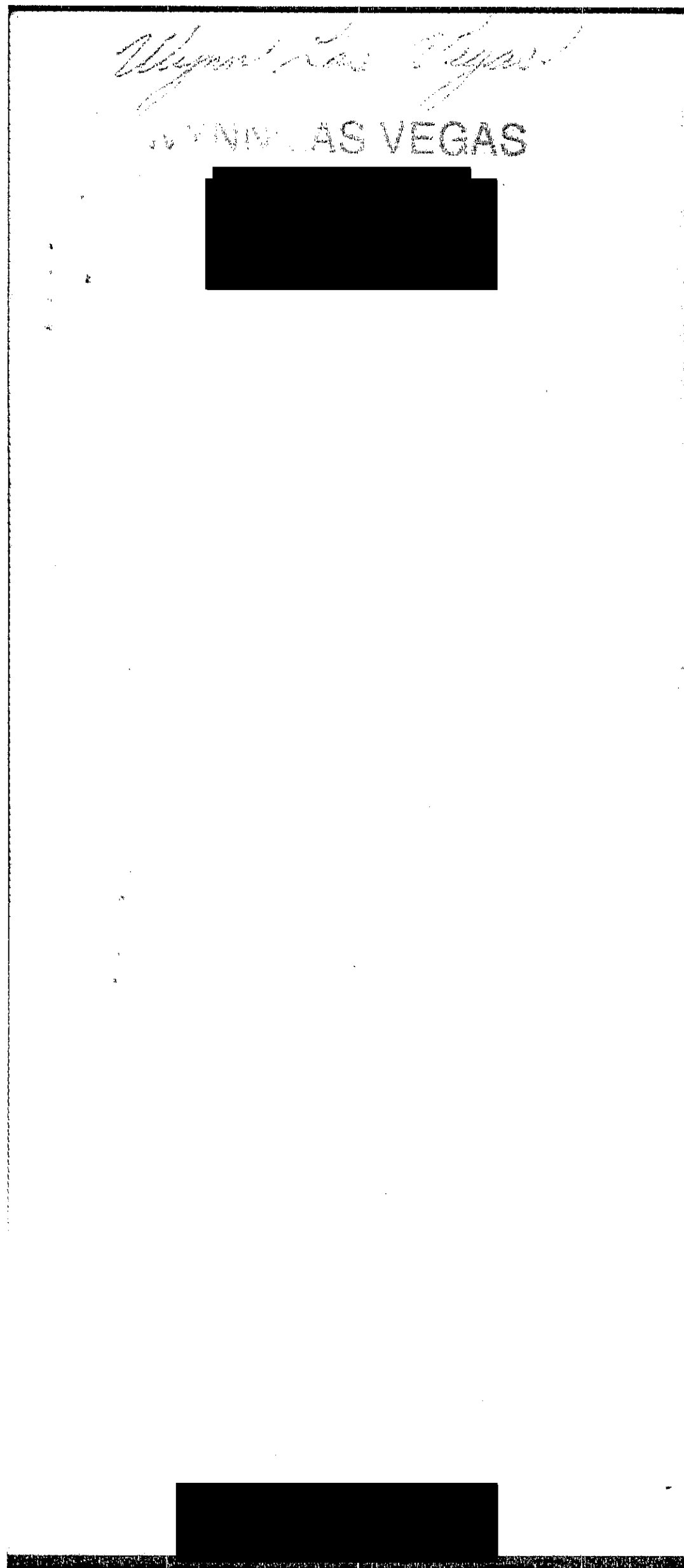
LICATA 92027 ITALY

Signature

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

REDACTED

REDACTED



VIA NINO BIXIO,,ANG. VIA MATTARELLA BAGHERIA ITALY

MARIO LA'BAHBEHA

VIA MORRELLI HOLEO

ITALY

SANTA FLAVIA, 90017

Italy

3580678

Check #: 70602095

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

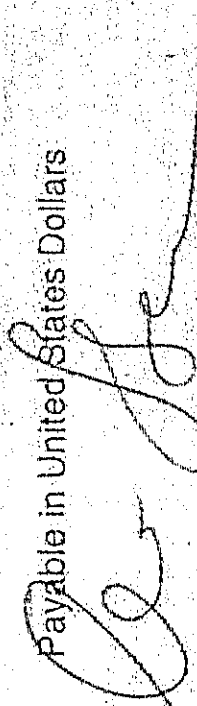
\$100,000

One Hundred Thousand and No/100

Payable in United States Dollars

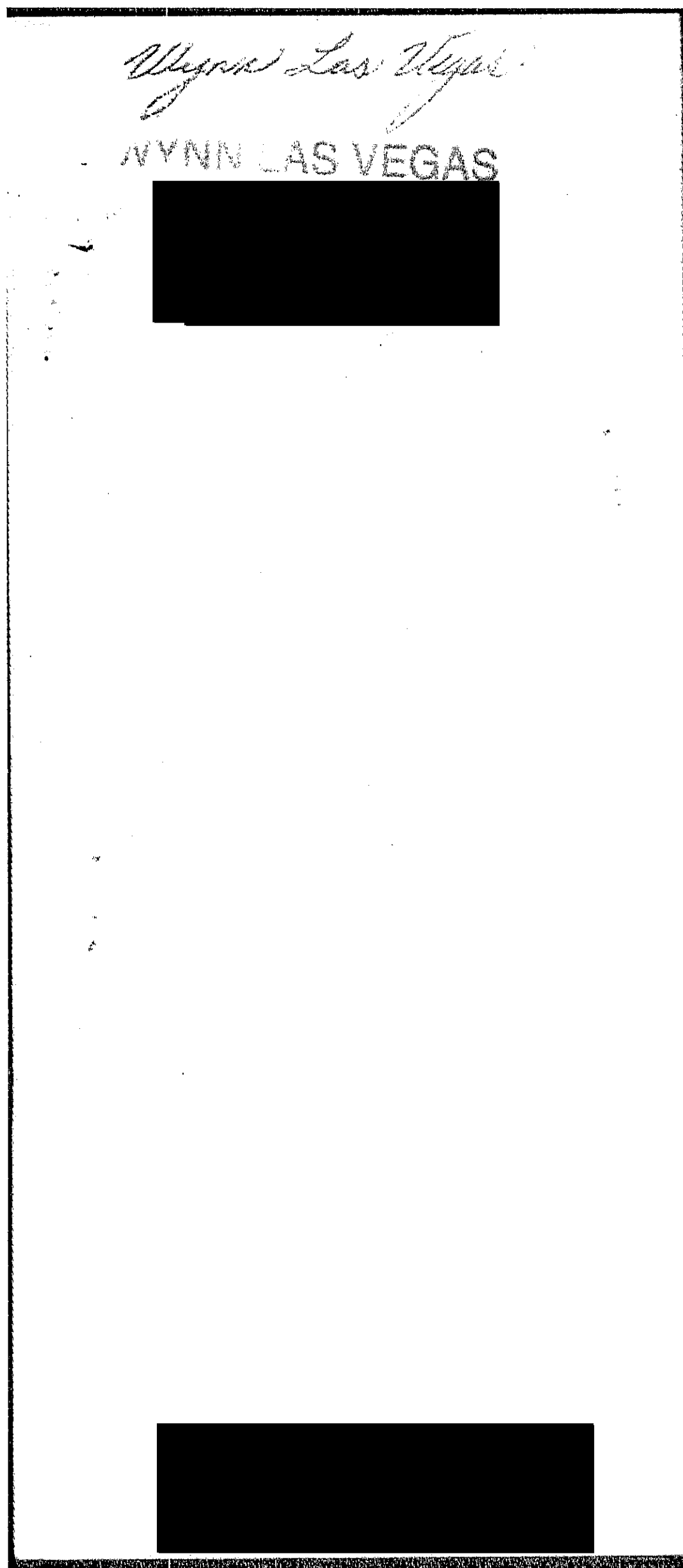
BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

Signature



I authorize the payee to complete any of the following missing items on this instrument: the name of payee, any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

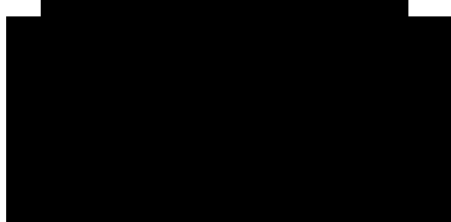
REDACTED



**WYNN-00010**

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amount; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn; or with the intent to defraud, is a crime which may result in prosecution.

*Wynn Las Vegas*  
WYNN LAS VEGAS



Via Nino Bixio,, arg. Via Mattarella Bagheria Italy

MARIO LA BARBERA

VIA MORRELLO HOLEO

ITALY

SANTA FLAVIA, 90017

Italy

3580678

Check #: 70601898

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

\$100,000

One Hundred Thousand and No/100

Payable in United States Dollars

Signature

BANCA POPOLARE ITALIANA

CORSO VITTORIO EMANUELE, 10

LICATA 92027 ITALY

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

*Wynn Las Vegas*  
WYNN LAS VEGAS



REDACTED





REDACTED

MARIO LA BARBERA  
VIA MORRELLO HOLEO  
ITALY  
SANTA FLAVIA, 90017  
Italy

3580678

Check #: 70601900

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

Fifty Thousand and No/100

\$50,000

Payable in United States Dollars

BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

Signature

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check; and that willfully drawing or passing a check, knowing there are insufficient funds in an account upon which it may be drawn or with the intent to defraud, is a crime which may result in prosecution.

WYNN LAS VEGAS

VIA NINO BIXIO,, ANG. VIA MATTARELLA BAGHERIA ITALY

MARIO LA BARBERA

VIA MORRELLO HOLEO  
ITALY

SANTA FLAVIA, 90017  
Italy

3580678

Check #: 70601883

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

\$100,000

One Hundred Thousand and No/100

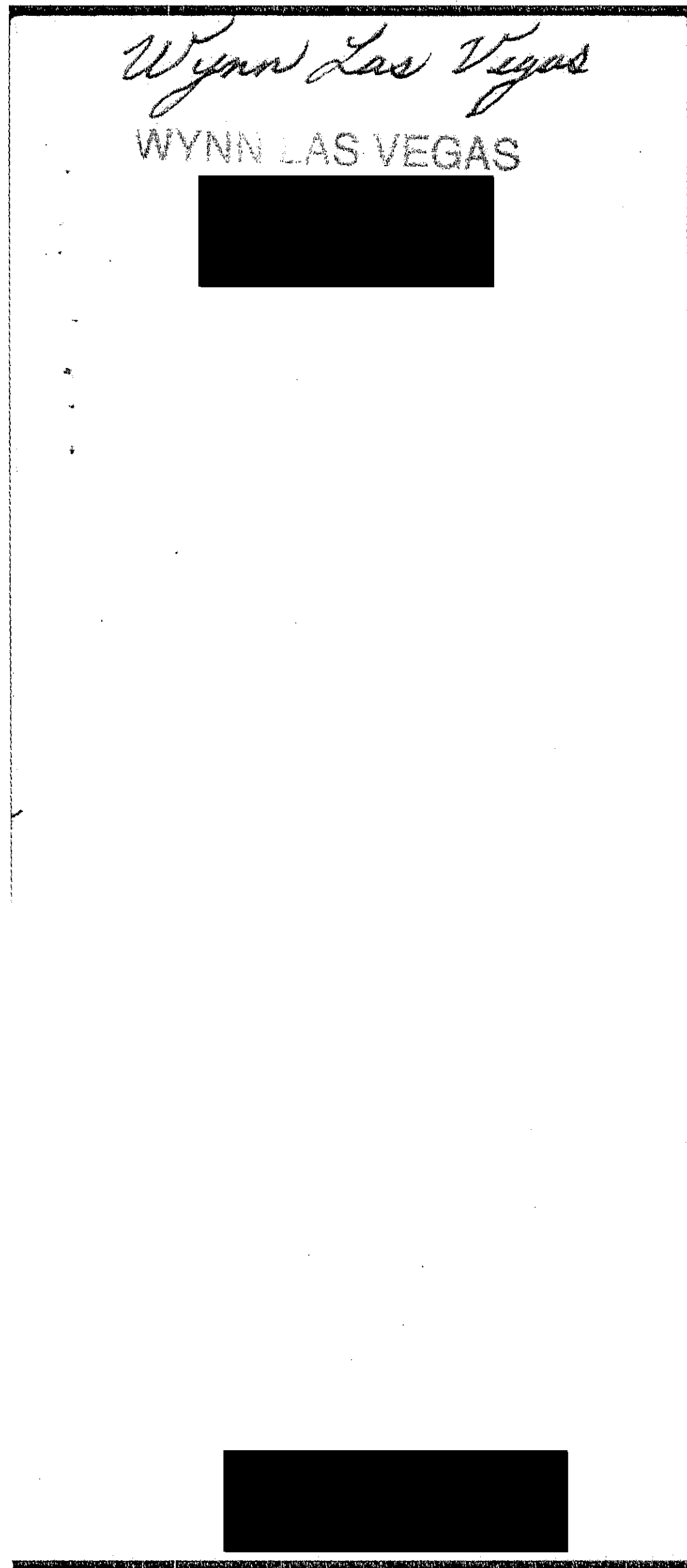
Payable in United States Dollars

Signature

BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amount; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

REDACTED



REDACTED

MARIO LA BARBERA  
VIA MORRELLO HOLEO  
ITALY  
SANTA FLAVIA, 90017  
Italy  
3580678

Check # 70601886

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

\$50,000

Fifty Thousand and No/100

Payable in United States Dollars

BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

Signature

I authorize the payee to complete any of the following missing items on this instrument: the name of payee, any missing amounts, a date, the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

WYNN LAS VEGAS

REDACTED

MARIO LA BARBERA  
VIA MORRELLO HOLEO  
ITALY  
SANTA FLAVIA, 90017  
Italy  
3580678

Check #: 70601890

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

\$50,000

Fifty Thousand and No/100

Payable in United States Dollars

BANCA POPOLARE ITALIANA  
CORSO VITTORIO EMANUELE, 10  
LICATA 92027 ITALY

Signature

I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

WYNN LAS VEGAS

VIA NINO BIXIO,, ANG. VIA MATTARELLA BAGHERIA ITALY

MARIO LA BARBERA

VIA MORRELLO HOLEO

ITALY

SANTA FLAVIA, 90017

Italy

3580678

Check #: 70602099

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

One Hundred Thousand and No/100

\$100,000

Payable in United States Dollars

BANCA POPOLARE ITALIANA

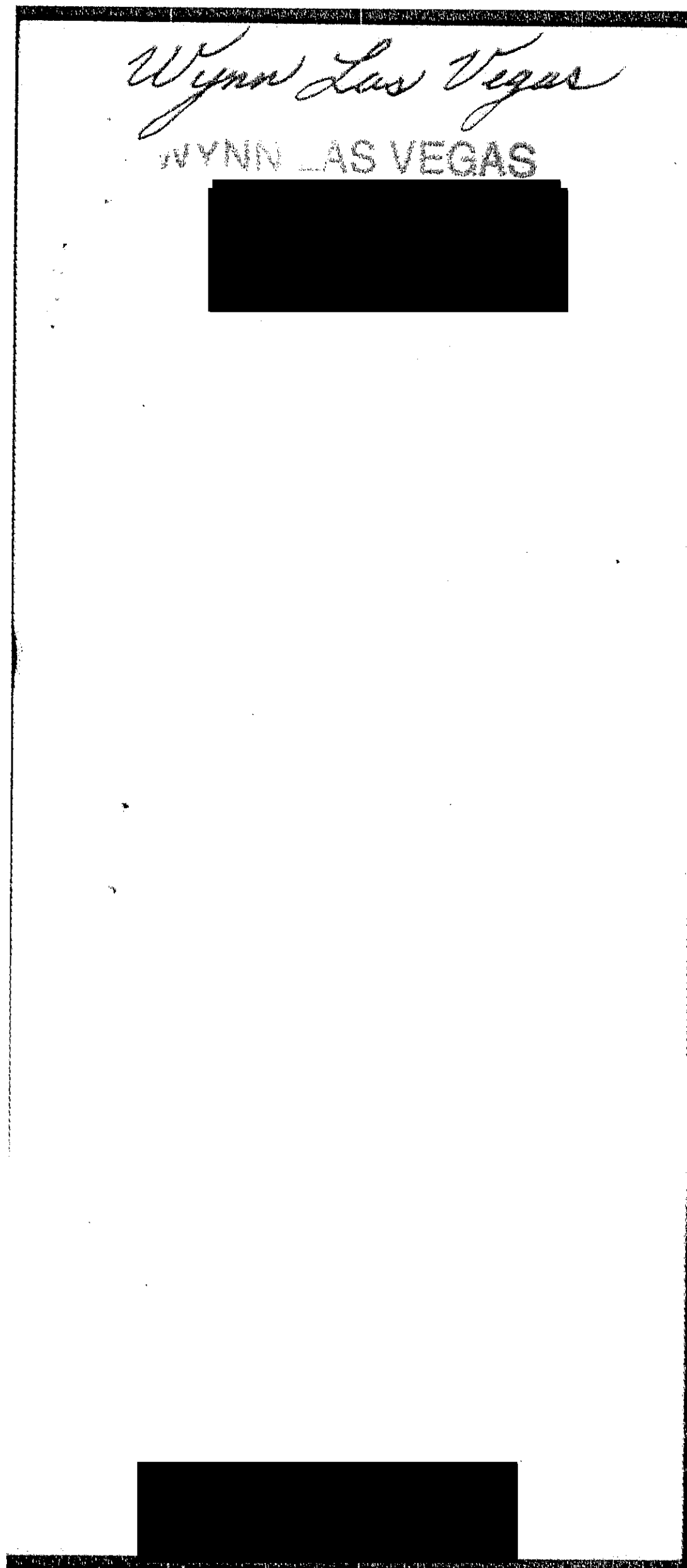
CORSO VITTORIO EMANUELE, 10

LICATA 92027 ITALY

Signature

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REDACTED



VIA NINO BIXIO, ,ANG. VIA MATTARELLA BAGHERIA ITALY

MARIO LA BARBERA

VIA MORRELLO HOLEO  
ITALY

SANTA FLAVIA, 90017  
Italy

3580678

Check #: 70602104

AUG 04 2008

Pay to Order Of: Wynn Las Vegas

One Hundred Thousand and No/100

\$100,000

Payable in United States Dollars

BANCA POPOLARE ITALIANA

CORSO VITTORIO EMANUELE, 10

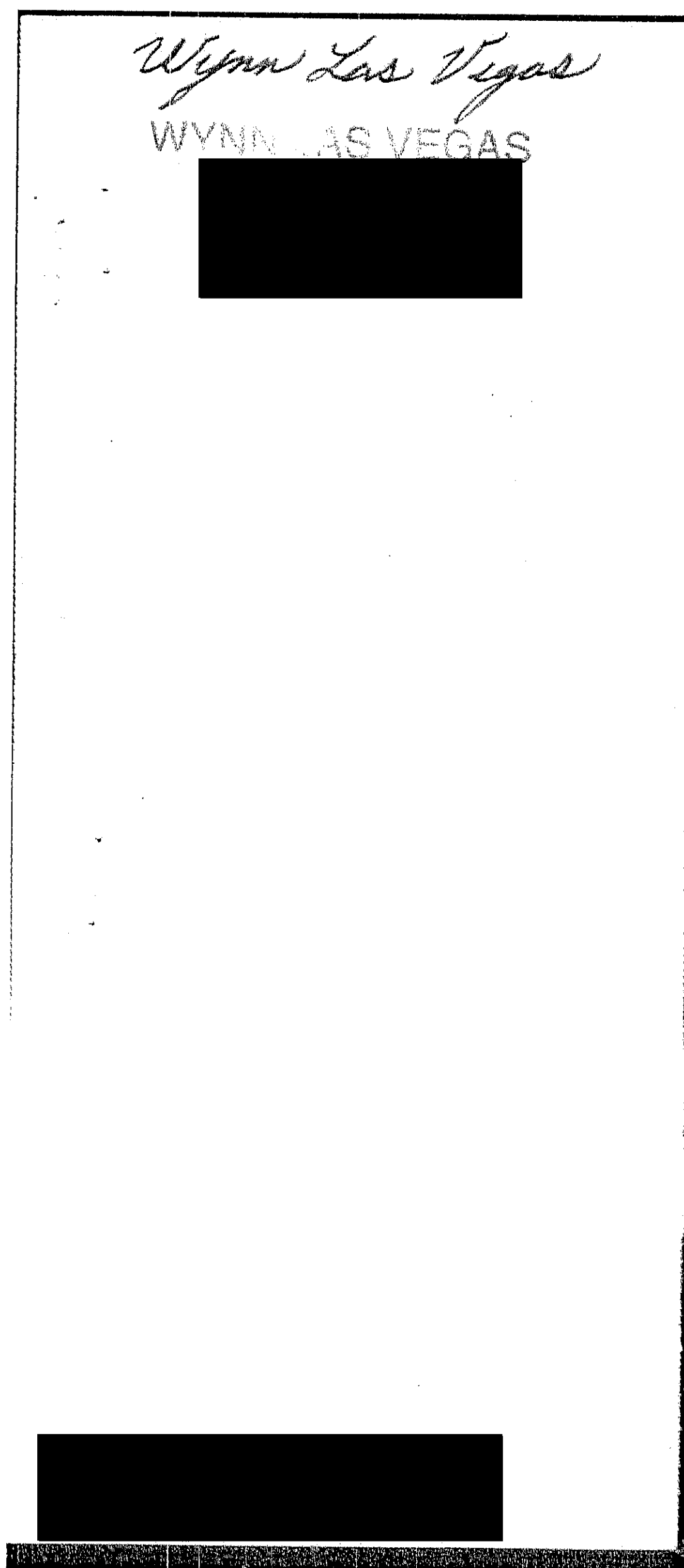
LICATA 92027 ITALY

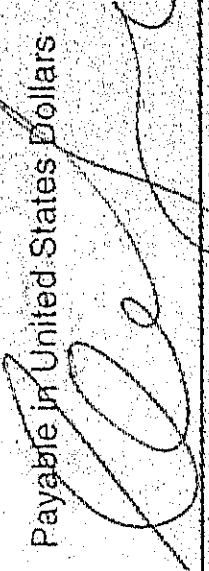
Signature

I authorize the payee to complete any of the following missing items in this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.

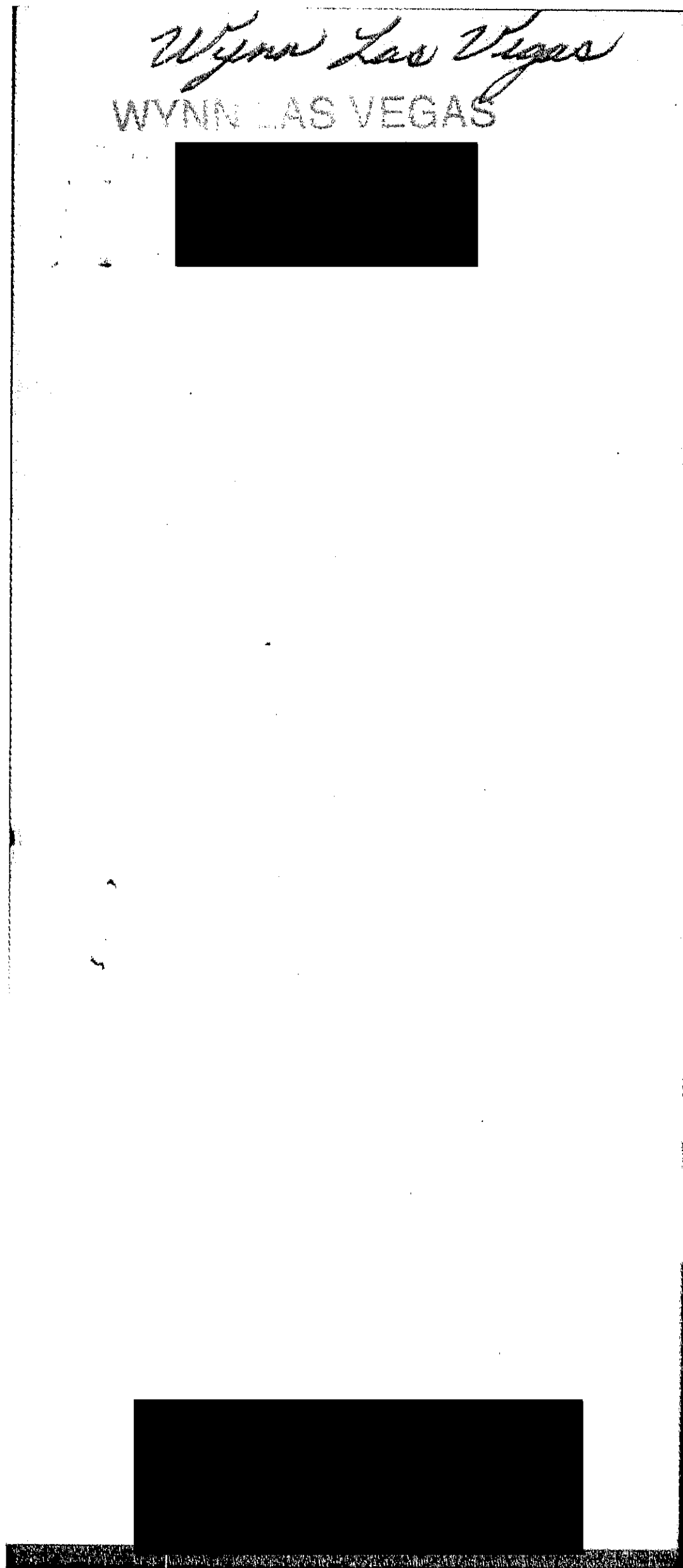
REDACTED





VIA NINO BIXIO,,ANG. VIA MATTARELLA BAGHERIA ITALY		Check #: 70602124	AUG 04 2008
MARIO LA BARBEFA VIA MORRELLO HOLEO ITALY SANTA FLAVIA, 90017 Italy 3580678			
Pay to Order Of:	Wynn Las Vegas	\$100,000	
One Hundred Thousand and No/100		Payable in United States Dollars	
BANCA POPOLARE ITALIANA CORSO VITTORIO EMANUELE, 10 LICATA 92027 ITALY		Signature	
			
<small>I authorize the payee to complete any of the following missing items on this instrument: the name of payee; any missing amounts; a date; the name, account number, address and/or branch of any bank or financial institution; and any electronic encoding of the preceding items. I acknowledge that the debt for which this instrument is issued was incurred in Nevada; agree that Nevada law governs the debt and this instrument; submit to the exclusive jurisdiction of any court, state or federal, in Nevada; and agree to pay all costs of collection, including accrued interest at the rate of 18% per annum, attorney's fees and court costs. I further acknowledge that, under Nevada law, this instrument is identical to a personal check, and that willfully drawing or passing a check knowing there are insufficient funds in an account upon which it may be drawn, or with the intent to defraud, is a crime which may result in prosecution.</small>			

REDACTED



# **EXHIBIT 7**

# **EXHIBIT 7**



Foreign Clean Collections  
1655 Grant St, Bldg A, 11<sup>th</sup> Fl  
Concord Ca 94520-2455 USA  
Mail Code: CA4-701-11-55  
Tel: 877.394.2632  
Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

November 17, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2584-18AUG08**

---

Your Reference: 70601126  
Amount: 120,000.00/USD  
Check Number: 70601126  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

Our file is now closed; in the event we receive new information regarding your collection, we will immediately re-open our file and contact you with our findings. Should you have any questions relative to this item, please feel free to contact us at [ForeignCleanCollections@BankofAmerica.com](mailto:ForeignCleanCollections@BankofAmerica.com).

Regards,  
Foreign Clean Collections

Foreign Clean Collections  
1655 Grant St, Bldg A, 11<sup>th</sup> Fl  
Concord Ca 94520-2455 USA  
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Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

November 17, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2518-07AUG08**

---

Your Reference: 70601886  
Amount: 50,000.00/USD  
Check Number: 70601886  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regrettably exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

Our file is now closed; in the event we receive new information regarding your collection, we will immediately re-open our file and contact you with our findings. Should you have any questions relative to this item, please feel free to contact us at [ForeignCleanCollections@BankofAmerica.com](mailto:ForeignCleanCollections@BankofAmerica.com).

Regards,  
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Tel: 877.394.2632  
Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

November 17, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2523-07AUG08**

---

Your Reference: 70601890  
Amount: 50,000.00/USD  
Check Number: 70601890  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regrettfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
Foreign Clean Collections

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Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

November 25, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2489-07AUG08**

---

Your Reference: 70601900  
Amount: 50,000.00/USD  
Check Number: 70601900  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
Foreign Clean Collections





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WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 12, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2660-18AUG08**

---

Your Reference: 70601892  
Amount: 100,000.00/USD  
Check Number: 70601892  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
Foreign Clean Collections



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WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 12, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2558-18AUG08**

---

Your Reference: 70602095  
Amount: 100,000.00/USD  
Check Number: 70602095  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
Foreign Clean Collections



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Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 12, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2571-18AUG08**

---

Your Reference: 70602091  
Amount: 100,000.00/USD  
Check Number: 70602091  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
Foreign Clean Collections



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WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 12, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2597-18AUG08**

---

Your Reference: 70602104  
Amount: 100,000.00/USD  
Check Number: 70602104  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
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WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 12, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2677-18AUG08**

---

Your Reference: 70601898  
Amount: 100,000.00/USD  
Check Number: 70601898  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
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Fax: 415.343.0520

WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 15, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2684-18AUG08**

---

Your Reference: 70601883  
Amount: 100,000.00/USD  
Check Number: 70601883  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
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WYNN LAS VEGAS  
3131 LAS VEGAS BLVD SOUTH  
LAS VEGAS, NEVADA 89109  
ATTN KYLE RUEGG

December 15, 2008

Dear Sir/Madam,

**Subject: Collection Schedule Ref: BACC 2641-18AUG08**

---

Your Reference: 70602099  
Amount: 100,000.00/USD  
Check Number: 70602099  
Check Date: 04-AUG-08  
Drawn By: MARIO LA BARBERA

This letter is to inform you that we have regretfully exhausted all possibilities in our attempts to collect the funds for the above check. Our records show this check is unpaid, please consider contacting the maker for alternative payment.

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Regards,  
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