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UNITED STATES BANKRUPTCY COURT
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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re	Case No.: 03-17939-LBR Chapter 7
VSS ENTERPRISES, LLC, a Nevada Limited Liability Company d/b/a CASTAWAYS HOTEL, CASINO & BOWLING CENTER, Debtor.	**DECLARATION OF KARA KELLY IN SUPPORT OF THE LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS'S APPLICATION FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS**

I, Kara Kelly, declare:

1. I have personal knowledge of each and every fact set forth in this Declaration, and if called to testify as a witness in this matter, I could and would competently testify to each of these facts.

2. The Local Joint Executive Board of Las Vegas is the collective bargaining representative of employees of VSS Enterprises d/b/a Castaways Hotel, Casino, and Bowling Center ("the Castaways"). The Local Joint Executive Board is comprised of Culinary Workers Union Local 226 and Bartenders Union Local 165 (collectively, "the Union"). I am employed by Culinary Workers Union, Local 226 as a Department Head, and I am responsible for overseeing representation of the Castaways' employees in the Union's bargaining unit.

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3. Attached hereto as Exhibit A is a true and correct copy of the Union's collective bargaining agreement with the Castaways.

4. Since the Castaways closed on January 29, 2004, I have been keeping a list of bargaining unit employees who reported to the Union that they are owed money for the last pay period they worked before the Castaways closed. Some of these employees reported that they did not receive their last paycheck while other employees reported that the paycheck they received did not include all of the hours that they worked in the final pay period before the Castaways closed. Attached hereto as Exhibit B is a list of such employees and an estimate of the amount of money each employee is owed for the final pay period.

5. The collective bargaining agreement entitles employees to paid vacation time, the amount of which varies based on the employee's length of service. When the Castaways closed, the Castaways did not pay employees the vacation hours that they had accrued. I estimate that, on average, each employee was owed the number of vacation hours that he or she would accrue in one year. Attached here to as Exhibit C is a list of bargaining unit employees and the amount of vacation pay that each employee accrued in his or her final year of employment.

6. The collective bargaining agreement entitles bargaining unit employees to two paid floating holidays per year. When the Castaways closed, the Castaways did not pay employees the floating holiday pay that they had accrued. I estimate that, on average, each employee was owed sixteen hours of floating holiday pay. Attached here to as Exhibit D is a

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list of bargaining unit employees and the estimated amount of floating holiday pay that each employee is owed.

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

This Declaration was signed by me on June 18 (month and day), 2004, at Las Vegas, Nevada.

Kara Kelly

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