

THYSSENKRUPP ELEVATOR CORPORATION

Petitioners,

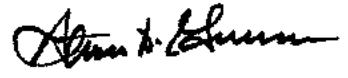
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Elizabeth A. Brown
Clerk of Supreme Court

PETITIONERS' APPENDIX TO PETITION FOR WRIT OF MANDAMUS,
VOLUME 1

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MANDAMUS**

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CLERK OF THE COURT

COMP

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Christopher Mathews (NSB #10674)
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Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOE N. BROWN, an individual, and his Wife,
NETTIE J. BROWN, an individual,

Plaintiffs,

vs.

LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC, a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; DOE INDIVIDUALS 1-100;
ROE BUSINESS ENTITIES 1-100,

Defendants.

Case No.: A-16-739887-C

Dept. No.:

XXXI

COMPLAINT

**(Amount in Controversy Exceeds \$50,000
Arbitration Exemption Requested)**

(Jury Trial Requested)

Plaintiffs Joe N. Brown and Nettie J. Brown by and through their attorneys of record, Iqbal Law PLLC, bring this complaint against Landry's, Inc., a foreign corporation; Golden Nugget, Inc., a Nevada corporation d/b/a Golden Nugget Laughlin; Doe Individuals 1-100 and Roe Business Entities 1-100; and allege as follows:

I. THE PARTIES

1. Defendant Landry's, Inc. ("Landry's") is based in Houston, Texas. On information and belief, Landry's, acting directly or through subsidiaries and other related entities, owns and operates more than 500 restaurant, hotel, and casino properties throughout the United States.

1 2. Defendant Golden Nugget, Inc. ("Golden Nugget") is owned and controlled by
2 Landry's.

3 3. Together, Landry's and Golden Nugget own and operate a resort hotel called the
4 Golden Nugget Laughlin ("Laughlin Nugget"), located in the city of Laughlin in Clark County,
5 Nevada.

6 4. Plaintiff Joe N. Brown ("Joe Brown") is a Nevada native and U.S. Army veteran
7 who honorably served his country overseas before returning home to live in Las Vegas. Plaintiff
8 Nettie J. Brown ("Nettie Brown") is his wife. Joe and Nettie Brown (collectively, "Plaintiffs")
9 have been married for over 20 years, and both reside in Clark County, Nevada.

10 5. The true names and capacities of defendants Doe Individuals 1 through 100 are
11 presently unknown to Plaintiff, who therefore sue said defendants by such fictitious names.
12 Plaintiffs are informed and believe, and therefore allege, that each of the defendants designated
13 as Doe Individuals 1 through 100 are legally responsible for the events referred to herein. This
14 Complaint will be amended to include them when their true names and capacities become
15 known.

16 6. The true names and capacities of defendants Roe Business Entities 1 through 100
17 are presently unknown to Plaintiffs, who therefore sue said defendants by such fictitious names.
18 Plaintiffs are informed and believe, and therefore allege, that each of the defendants designated
19 as Roe Business Entities 1 through 100 are legally responsible for the events referred to herein.
20 This Complaint will be amended to include them when their true names and capacities become
21 known.

22 II. ALLEGATIONS COMMON TO ALL CLAIMS

23 7. On or about May 11, 2015, Joe and Nettie Brown traveled from their Las Vegas
24 home to vacation in Laughlin, Nevada.

25 8. While there, Joe and Nettie Brown stayed at the Laughlin Nugget. Plaintiffs'
26 daughter, Sholanda Marlette, and her husband Clay Marlette, also stayed at the Laughlin Nugget.

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IV. VENUE

17. Venue in this action is proper in Clark County, Nevada pursuant to NRS 13.040, as Defendants conduct business in in this County and it is the place Plaintiffs have designated in this Complaint.

18. Venue is further proper in Clark County, Nevada, because Defendants' acts described herein occurred in this County.

V. CAUSES OF ACTION

First Cause of Action - Negligence

19. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-18 above.

20. As owners, keepers, and proprietors of the Laughlin Nugget, Defendants Landry's and Golden Nugget owed Joe and Nettie Brown a duty of care, to wit: to design, install, operate, and maintain the premises in such a way as to keep the premises in a reasonably safe condition for use.

21. As owners, keepers, and proprietors of the escalators installed within the Laughlin Nugget, Defendants Landry's and Golden Nugget owed Joe and Nettie Brown a duty of care, to wit: to install, operate, and maintain the escalators in such a way as to keep them in a reasonably safe condition for use.

22. Defendants Landry's and Golden Nugget breached their duties of care by negligently designing, installing, operating, and maintaining the stairs, railings, and/or escalators used to transport persons within the Laughlin Nugget.

23. As a direct and proximate result of the negligence of Defendants Landry's and Golden Nugget, Joe Brown was injured as described above, and suffered damages including physical injury, pain and suffering, medical bills, and other damages in an amount to be proven at trial, which amount exceeds \$50,000.00.

24. The negligence of Defendants Landry's and Golden Nugget was such that it constituted fraud, malice, and oppression entitling Plaintiffs to an award of exemplary damages.

///

COMPLAINT

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Respectfully Submitted,

IOBAL LAW PLLC

By:

Mohammed A. Iqbal, Jr. (NSB# T0623)
Christopher Mathews (NSB #10674)

*Attorneys for Plaintiffs Joe N. Brown and
Nettie J. Brown*

1 **IAFD**

2 **IQBAL LAW PLLC**

3 Mohamed A. Iqbal, Jr. (NSB #10623)

4 Christopher Mathews (NSB #10674)

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9 1-(702) 825-2841 (V-Fax)

10 *Attorneys for Plaintiff Joe N. Brown and Nettie J. Brown*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 **JOE N. BROWN**, an individual, and his Wife,

14 **NETTIE J. BROWN**, an individual

15 **Plaintiffs,**

16 **vs.**

17 **LANDRY'S, INC.**, a foreign corporation;

18 **GOLDEN NUGGET, INC.**, a Nevada

19 corporation, d/b/a **GOLDEN NUGGET**

20 **LAUGHLIN; DOE INDIVIDUALS 1-100;**

21 **ROE BUSINESS ENTITIES 1-100,**

22 **Defendants.**

Case No.:

Dept. No.:

**INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)**

23 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
24 parties appearing in the above-entitled action as indicated below:

25 **JOE N. BROWN** \$270.00

26 **NETTIE J. BROWN** \$ 30.00

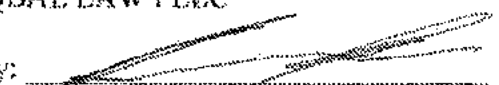
27 **TOTAL REMITTED:** \$300.00

28 Dated this 12th day of July, 2016.

Respectfully Submitted,

IQBAL LAW PLLC

By:


Mohamed A. Iqbal, Jr. (NSB# 10623)

Christopher Mathews (NSB #10674)

*Attorneys for Plaintiffs Joe N. Brown and
Nettie J. Brown.*

AFFT
Iqbal Law PLLC
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714 South Fourth Street
Las Vegas, NV 89101
State Bar No.: NSB #10623
Attorney(s) for: Plaintiff(s)


CLERK OF THE COURT

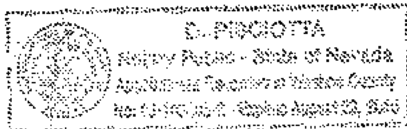
DISTRICT COURT
CLARK COUNTY, NEVADA

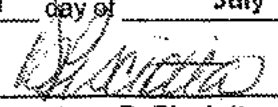
Joe N. Brown, and individual, and his Wife, Nettie J. Brown, an
individual
vs
Landry's Inc., a foreign corporation; et al
Plaintiff(s)
Defendant(s)

Case No.: A-16-739887-C
Dept. No.: XXXI
Date:
Time:

AFFIDAVIT OF SERVICE

I, Richard Janes, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #604, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Summons: Complaint: District Court Civil Cover Sheet: Initial Appearance Fee Disclosure on the 14th day of July, 2016 and served the same on the 15th day of July, 2016 at 2:15PM by serving the Defendant(s), Landry's Inc., a foreign corporation by personally delivering and leaving a copy at Registered Agent: The Corporation Trust Company of Nevada, 701 S. Carson St. Ste. 200, Carson City, NV 89701 with Aubre O'Keefe, Administrative Assistant pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.



State of Nevada, County of Washoe
SUBSCRIBED AND SWORN to before me on this
15th day of July 2016

Notary Public D. Pisciotto


Affiant: Richard Janes #: R-083121
Legal Process Service - License # 604

WorkOrderNo 1605206



Alvin L. Quinn

CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

Case No.: A-16-739887-C

Dept. No.: XXXI

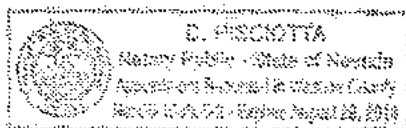
Date:

Time:

Joe N. Brown, and individual, and his Wife, Nettie J. Brown, an individual
vs
Landry's Inc., a foreign corporation; et al
Plaintiff(s)
Defendant(s)

AFFIDAVIT OF SERVICE

I, Richard Janes, being duly sworn deposes and says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #604, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Summons, Complaint, District Court Civil Cover Sheet, Initial Appearance Fee Disclosure on the 14th day of July, 2016 and served the same on the 15th day of July, 2016 at 2:15pm by serving the Defendant(s), Golden Nugget, Inc., a Nevada corporation, d/b/a Golden Nugget Laughlin by personally delivering and leaving a copy at Registered Agent: The Corporation Trust Company of Nevada, 701 S. Carson St. Ste. 200, Carson City, NV 89701 with Aubre O'Keefe, Administrative Assistant pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.



State of Nevada, County of Washoe

SUBSCRIBED AND SWORN to before me on this

15th day of July 2016

Notary Public D. Pisciotta

Richard Janes
Affiant - Richard Janes # R-083121
Legal Process Service - License # 604

WorkOrderNo 1605210




CLERK OF THE COURT

ACOM

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Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

DISTRICT COURT

CLARK COUNTY, NEVADA

JOE N. BROWN, an individual, and his Wife,
NETTIE J. BROWN, an individual,

Plaintiffs,

vs.

LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC, a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP., a Nevada
corporation; DOE INDIVIDUALS 1-100; and
ROE BUSINESS ENTITIES 1-100,

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

FIRST AMENDED COMPLAINT

**(Amount in Controversy Exceeds \$50,000
Arbitration Exemption Requested)**

COME NOW, Plaintiffs Joe N. Brown and Nettie J. Brown by and through their attorneys of record, Iqbal Law PLLC, file this First Amended Complaint against Landry's, Inc., a foreign corporation; Golden Nugget, Inc., a Nevada corporation d/b/a Golden Nugget Laughlin; GNL, Corp., a Nevada corporation; DOE Individuals 1-100 and ROE Business Entities 1-100; and allege as follows:

FIRST AMENDED COMPLAINT

1 of 6

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1 I. THE PARTIES

2 1. Defendant Landry's, Inc. ("Landry's") is based in Houston, Texas. On
3 information and belief, Landry's, acting directly or through subsidiaries and other related entities,
4 owns and operates more than 500 restaurants, hotels, and casino properties throughout the United
5 States.

6 2. Defendant Golden Nugget, Inc. ("Golden Nugget") is owned and controlled by
7 Landry's.

8 3. Defendant GNL, Corp., ("GNL") is owned and controlled by Landry's.

9 4. Together, Defendants, Landry's, Golden Nugget, and GNL (collectively,
10 "Defendants") own and operate a resort hotel called the Golden Nugget Laughlin ("Laughlin
11 Nugget"), located in the city of Laughlin in Clark County, Nevada.

12 5. Plaintiff Joe N. Brown ("Joe Brown") is a Nevada native and U.S. Army veteran
13 who honorably served his country in Vietnam before returning home to live in Las Vegas.
14 Plaintiff Nettie J. Brown ("Nettie Brown") is his wife. Joe and Nettie Brown (collectively,
15 "Plaintiffs") have been married for over 20 years, and both reside in Clark County, Nevada.

16 6. The true names and capacities of Defendants DOE Individuals 1 through 100 are
17 presently unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names.
18 Plaintiffs are informed and believe, and therefore allege, that each Defendant designated as DOE
19 Individuals 1 through 100 are legally responsible for the events referred to herein. This First
20 Amended Complaint will be amended to include them when their true names and capacities
21 become known.

22 7. The true names and capacities of Defendants ROE Business Entities 1 through
23 100 are presently unknown to Plaintiffs, who therefore sue said Defendants by such fictitious
24 names. Plaintiffs are informed and believe, and therefore allege, that each Defendant designated
25 as ROE Business Entities 1 through 100 are legally responsible for the events referred to herein.
26 This First Amended Complaint will be amended to include them when their true names and
27 capacities become known.

1 reasonably anticipate being held into court here, and Defendants Golden Nugget and GNL are
2 corporations organized under the laws of, and doing business in, this State. Further, the amount
3 in controversy falls within the jurisdictional limit of this Court.

4 IV. VENUE

5 18. Venue in this action is proper in Clark County, Nevada pursuant to NRS 13.040,
6 as Defendants conduct business in in this County and it is the place Plaintiffs have designated in
7 this First Amended Complaint.

8 19. Venue is further proper in Clark County, Nevada, because Defendants' acts
9 described herein occurred in this County.

10 V. CAUSES OF ACTION

11 First Cause of Action - Negligence

12 20. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-19 above.

13 21. As owners, keepers, and proprietors of the Laughlin Nugget, Defendants
14 Landry's, Golden Nugget, and GNL owed Joe and Nettie Brown a duty of care, to wit: to design,
15 install, operate, and maintain the premises in such a way as to keep the premises in a reasonably
16 safe condition for use.

17 22. As owners, keepers, and proprietors of the escalators installed within the Laughlin
18 Nugget, Defendants Landry's, Golden Nugget, and GNL owed Joe and Nettie Brown a duty of
19 care, to wit: to install, operate, and maintain the escalators in such a way as to keep them in a
20 reasonably safe condition for use.

21 23. Defendants Landry's, Golden Nugget, and GNL breached their duties of care by
22 negligently designing, installing, operating, and maintaining the stairs, railings, and/or escalators
23 used to transport persons within the Laughlin Nugget.

24 24. As a direct and proximate result of the negligence of Defendants Landry's, Golden
25 Nugget, and GNL, Joe Brown was injured as described above, and suffered damages including
26 physical injury, pain and suffering, medical bills, and other damages in an amount to be proven
27 at trial, which amount exceeds Fifty Thousand Dollars (\$50,000.00).

28 FIRST AMENDED COMPLAINT

4 of 6

FLAWLY

1 25. The negligence of Defendants Landry's, Golden Nugget, and GNL was such that
2 it constituted fraud, malice, and oppression entitling Plaintiffs to an award of exemplary
3 damages.

4 **Second Cause of Action – Loss of Consortium**

5 26. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-25 above.

6 27. As a direct and proximate result of the negligence of Defendants Landry's, Golden
7 Nugget, and GNL and the injuries to Joe Brown resulting therefrom, Nettie Brown was deprived
8 of the support, love, companionship, affection, society, and solace of her husband, and suffered
9 damages, including medical bills and other harms, in an amount to be proven at trial, which
10 amount exceeds Fifty Thousand Dollars (\$50,000.00).

11 28. The negligence of Defendants, Landry's, Golden Nugget, and GNL was such that
12 it constituted fraud, malice, and oppression entitling Plaintiffs to an award of exemplary
13 damages.

14 **VI. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs demand trial by jury and pray for relief as follows:

- 16 a. For an award of compensatory damages in an amount in excess of Ten Thousand
17 Dollars (\$10,000.00), to be proven at trial;
- 18 b. For an award of exemplary damages, in a fair and just amount in the discretion of
19 the Court, for the sake of example and by way of punishing Defendants;
- 20 c. For an award of costs and reasonable attorneys' fees; and
- 21 d. For such other and further relief as the Court deems just and proper.

22 Dated this 1st day of September, 2016.

Respectfully Submitted,

23 **IQBAL LAW PLLC**

24 By: /s/ Mohamed A. Iqbal, Jr., Esq.

25 Mohamed A. Iqbal, Jr. (NSB# 10623)

26 Christopher Mathews (NSB #10674)

27 Attorneys for Plaintiffs Joe N. Brown and
28 Nettie J. Brown

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Iqbal Law PLLC, and that on this 1st day of September 2016, I caused to be served and true and correct copy of foregoing **FIRST AMENDED COMPLAINT** in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

Chiu & Associates

Contact	Email
Diana Smith	diana.smith@aig.com
Lee Grant	lee.grant@aig.com
Shannon Jory	shannon.jory@aig.com
Sydney Basham	sydney.basham@aig.com

For those parties not registered pursuant to Administrative Order 14-2, service was made on the following manner:

(UNITED STATES MAIL) Pursuant to NRCP 5(b), by depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last known mailing address, on the date above written.

/s/ Julia M. Diaz
An Employee of Iqbal Law PLLC


CLERK OF THE COURT

ANS
LEE J. GRANT II, ESQ.
Nevada Bar No. 011808
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Phone: (702) 940-3529
Fax: 1-855-429-3413
Lee.grant@aig.com

Attorney for Defendant
GNL, CORP.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,
NETTIE J. BROWN, an individual,
Plaintiffs,

CASE NO.: A-16-739887-C
DEPT. NO.: XXXI

vs.

**GNL, CORP.'S ANSWER TO
PLAINTIFF'S FIRST AMENDED
COMPLAINT**

LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC. a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP., a Nevada
corporation; DOE INDIVIDUALS 1-100,
ROE BUSINESS ENTITIES 1-100,

Defendants.

COMES NOW Defendant GNL, CORP. (hereinafter "Defendant"), by and through their
counsel of record, Lee J. Grant II, Esq. of GRANT & ASSOCIATES, and hereby Answers the
Amended Complaint as follows:

I. THE PARTIES

Answering Paragraph 1 of Plaintiff's Amended Complaint, Landry's admit that the
headquarters are based in Houston, Texas. To the extent Defendants are required to respond to
the allegations contained in these paragraphs, Defendants deny the same.

Answering Paragraphs 2 and 3 of Plaintiff's Amended Complaint, these answering
Defendants deny the allegations contained herein.

1 Answering Paragraph 4 of Plaintiff's Amended Complaint, GNL, Corp.'s admits that it
2 owns and operates a resort hotel called the Golden Nugget Laughlin. To the extent Defendant is
3 required to respond to the allegations contained in these paragraphs, Defendants deny the same.

4 Answering Paragraphs 5, 6 and 7 of the Amended Complaint, this answering Defendant
5 is without sufficient information and knowledge to either admit or deny the allegations
6 contained therein and therefore deny the same.

7 **II. ALLEGATIONS COMMON TO ALL CLAIMS**

8 Answering Paragraphs 8, 9, 10, 11, 12, 13, 14, 15, and 16 of the Amended Complaint,
9 this answering Defendant is without sufficient information and knowledge to either admit or
10 deny the allegations contained therein and therefore deny the same.

11 **III. JURISDICTION**

12 Answering Paragraph 17 of the Amended Complaint, this answering Defendant is not
13 required to respond as this paragraph as it calls for legal conclusions. To the extent Defendant
14 is required to respond to the allegations contained in these paragraphs, Defendant denies the
15 same.

16 **IV. VENUE**

17 Answering Paragraphs 18 and 19 of the Amended Complaint, this answering Defendant
18 is not required to respond as this paragraph as it calls for legal conclusions. To the extent
19 Defendant is required to respond to the allegations contained in these paragraphs, Defendant
20 denies the same.

21 **V. CAUSES OF ACTION**

22 Answering Paragraph 20 of Plaintiff's Amended Complaint, this answering Defendant
23 repeats and responds to Paragraphs 1 through 19 as though fully set forth herein.

24 Answering Paragraphs 21, 22, 23, 24, and 25 of Plaintiff's Complaint, this answering
25 Defendant denies the allegations contained herein.

26 **Second Cause of Action – Loss of Consortium**

27 Answering Paragraph 26 of Plaintiff's Amended Complaint, this answering Defendant
28 repeats and responds to Paragraphs 1 through 25 as though fully set forth herein.

1 Answering Paragraphs 27 and 28 of Plaintiff's Complaint, this answering Defendant
2 denies the allegations contained herein.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

5 This answering Defendant alleges that Plaintiff's Complaint and each and every cause of
6 action stated therein fails to state facts sufficient to constitute a cause of action, or any cause of
7 action, as against this answering Defendant.

8 **SECOND AFFIRMATIVE DEFENSE**

9 This answering Defendant is informed and believes and thereon alleges that Plaintiff's
10 alleged damages, if any, were and are, wholly or partially, contributed or proximately caused by
11 Plaintiff's recklessness and/or negligence, thus barring or diminishing Plaintiff's recovery
12 herein according to principles of comparative negligence.

13 **THIRD AFFIRMATIVE DEFENSE**

14 This answering Defendant is not legally responsible for the acts and/or omissions of
15 those Defendants named herein as DOES I through V, ROE BUSINESS ENTITIES I through V
16 and ROE CORPORATIONS I through V.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 This answering Defendant is informed and believes and thereon alleges that if Plaintiff
19 herein suffered or sustained any loss, injury, damage or detriment, the same was directly and
20 proximately caused and contributed to by the conduct, acts, omission, activities, carelessness,
21 recklessness, negligence and/or intentional misconduct of said Plaintiff thereby completely or
22 partially barring Plaintiff's recovery herein.

23 **FIFTH AFFIRMATIVE DEFENSE**

24 This answering Defendant is informed and believes and thereon alleges that it is not
25 legally responsible in any fashion with respect to damages and injuries claimed by Plaintiff in
26 the Complaint; however, if this answering Defendant is subjected to any liability to the Plaintiff,
27 it will be due, in whole or in part, to the breach of warranty, acts, omissions, activities,
28 carelessness, recklessness and negligence of others; wherefore, any recovery obtained by

1 Plaintiff herein against this answering Defendant should be reduced in proportion to the
2 respective negligence and fault and legal responsibility of all other parties, person and entities,
3 their agents, servants and employees who contributed to and/or caused any such injury and/or
4 damage, in accordance with the law of comparative negligence; the liability of this answering
5 Defendant, if any, is limited in direct proportion to the percentage of fault actually attributed to
6 this answering Defendant.

7 **SIXTH AFFIRMATIVE DEFENSE**

8 This answering Defendant is informed and believes and thereon alleges that at the time
9 and place of the incident alleged in Plaintiff's Complaint, Plaintiff knew of and fully understood
10 the danger and risk incident to its undertaking, but despite such knowledge, Plaintiff freely and
11 voluntarily assumed and exposed himself to all risk of harm and the consequential injuries and
12 damages, if any, resulting therefrom.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 This answering Defendant is informed and believes and thereon alleges that Plaintiff's
15 Complaint and each and every cause of action contained therein is barred by the applicable
16 Statute(s) of Limitation and/or Statute(s) of Repose.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 This answering Defendant is informed and believes and thereon alleges that the damages
19 complained of in Plaintiff's Complaint, if any, resulted from an unforeseeable Act of God,
20 thereby barring either partially or totally Plaintiff's claimed damages herein.

21 **NINTH AFFIRMATIVE DEFENSE**

22 This answering Defendant is informed and believes and thereon alleges that as to each
23 alleged cause of action, Plaintiff has failed, refused and neglected to take reasonable steps to
24 mitigate his alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

25 **TENTH AFFIRMATIVE DEFENSE**

26 This answering Defendant is informed and believes and thereon alleges that Plaintiff
27 was reimbursed for a portion of the claimed damages by a third party; this answering Defendant
28 is informed and believes and thereon alleges that Plaintiff has subrogated that third party to a

1 portion of the damages claimed herein; this answering Defendant is informed and believes and
2 thereon alleges that by virtue of the aforementioned subrogation, Plaintiff has failed to name
3 indispensable parties, and have violated the rule against splitting causes of action, thus barring
4 Plaintiff's recovery herein.

5 **ELEVENTH AFFIRMATIVE DEFENSE**

6 This answering Defendant is informed and believes and thereon alleges that Plaintiff has
7 failed to join all necessary and indispensable parties to the lawsuit.

8 **TWELFTH AFFIRMATIVE DEFENSE**

9 This answering Defendant is informed and believes and thereon alleges that the injuries
10 and damages of which Plaintiff complains were proximately caused by, or contributed to, by the
11 acts of other Defendants, persons and/or entities, and that said acts were an intervening and
12 superseding cause of the alleged injuries and damages, if any, of which Plaintiff complains, thus
13 barring Plaintiff from any recovery against this answering Defendant.

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

15 This answering Defendant hereby incorporates by reference those affirmative defenses
16 enumerated in Rule 8 of the Nevada Rules of Civil Procedure as though fully set forth herein.

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

18 Pursuant to N.R.C.P. 11, as amended, all possible affirmative defenses may not have
19 been alleged herein insofar as sufficient facts were not available for responding party after
20 reasonable inquiry upon the filing of this answering Defendant's Answer to Plaintiff's
21 Complaint, and, therefore, this answering Defendant reserves the right to amend its Answer to
22 allege additional affirmative defenses, if subsequent investigation so warrants.

23 ...

24 ...

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1 WHEREFORE, Defendant prays for judgment as follows:

- 2 1. That Plaintiff takes nothing by virtue of the Complaint on file herein;
3 2. For the costs of suit incurred herein;
4 3. That Defendant be awarded its attorneys' fees and costs of suit incurred to defend
5 this action; and,
6 4. For any such other and further relief as this Court deems just and proper.

7 DATED this 21st day of September, 2016.

8 GRANT & ASSOCIATES

9 /s/ Lee J. Grant, II, Esq.

10 _____
11 LEE J. GRANT II, ESQ.
12 Nevada Bar No. 011808
13 7455 Arroyo Crossing Parkway, Suite 300
14 Las Vegas, Nevada 89113
15 Phone: (702) 940-3529
16 Fax: 1-855-429-3413
17 Lee.grant@aig.com

18 Attorney for Defendant
19 GNL, CORP.
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1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of GRANT & ASSOCIATES and that on this 21st day of
3 September, 2016 I served a true and correct copy of the foregoing **GNL, CORP.'S ANSWER**
4 **TO PLAINTIFF'S FIRST AMENDED COMPLAINT** by serving as follows:

5 X Through the Court authorized electronic mail to all parties listed on the master
6 service pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR;

7 depositing said document(s) with the U.S. Postal Service;

8 addressed to the following person(s) at the address(es) listed below:
9

10 Mohamed A. Iqbal, Jr., Esq.
11 Christopher Mathews, Esq.
12 101 Convention Center Drive, Suite 1175
13 Las Vegas, NV 89109

14 */s/ Diana Smith*

15 _____
16 An Employee of
17 GRANT & ASSOCIATES
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Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3529
Facsimile No. (855) 429-3413


CLERK OF THE COURT

1 **ANS**
2 LEE J. GRANT II, ESQ.
3 Nevada Bar No. 011808
4 GRANT & ASSOCIATES
5 7455 Arroyo Crossing Parkway, Suite 300
6 Las Vegas, Nevada 89113
7 Phone: (702) 940-3529
8 Fax: 1-855-429-3413
9 Lee.grant@aig.com
10
11 Attorney for Defendant
12 GNL, CORP.
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DISTRICT COURT
CLARK COUNTY, NEVADA

10 ***
11 JOE N. BROWN, an individual, and his Wife,)
12 NETTIE J. BROWN, an individual,)
13 Plaintiffs,)
14 vs.)
15)
16 LANDRY'S, INC., a foreign corporation;)
17 GOLDEN NUGGET, INC. a Nevada)
18 corporation, d/b/a GOLDEN NUGGET)
19 LAUGHLIN; GNL, CORP., a Nevada)
20 corporation; DOE INDIVIDUALS 1-100,)
21 ROE BUSINESS ENTITIES 1-100,)
22 Defendants.)
23)
24)
25)
26)
27)
28)

CASE NO.: A-16-739887-C
DEPT. NO.: XXXI
GNL, CORP.'S FIRST AMENDED
ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT

COMES NOW Defendant GNL, CORP. (hereinafter "Defendant"), by and through their counsel of record, Lee J. Grant II, Esq. of GRANT & ASSOCIATES, and hereby Answers the Amended Complaint as follows:

I. THE PARTIES

Answering Paragraph 1 of Plaintiff's Amended Complaint, Defendant understands and believes that Landry's headquarters are based in Houston, Texas. To the extent Defendant is required to respond to the remaining allegations contained in this paragraph, Defendant denies the same.

Answering Paragraphs 2 and 3 of Plaintiff's Amended Complaint, this answering Defendant denies the allegations contained herein.

1 Answering Paragraph 4 of Plaintiff's Amended Complaint, GNL, Corp.'s admits that it
2 owns and operates a resort hotel called the Golden Nugget Laughlin. Defendant denies the
3 remaining allegations contained in this Paragraph.

4 Answering Paragraphs 5, 6 and 7 of the Amended Complaint, this answering Defendant
5 is without sufficient information and knowledge to either admit or deny the allegations
6 contained therein and therefore deny the same.

7 **II. ALLEGATIONS COMMON TO ALL CLAIMS**

8 Answering Paragraphs 8, 9, 10, 11, 12, 13, 14, 15, and 16 of the Amended Complaint,
9 this answering Defendant is without sufficient information and knowledge to either admit or
10 deny the allegations contained therein and therefore denies the same.

11 **III. JURISDICTION**

12 Answering Paragraph 17 of the Amended Complaint, this answering Defendant is not
13 required to respond as this paragraph as it calls for legal conclusions. To the extent Defendant
14 is required to respond to the allegations contained in these paragraphs, Defendant denies the
15 same.

16 **IV. VENUE**

17 Answering Paragraphs 18 and 19 of the Amended Complaint, this answering Defendant
18 is not required to respond as this paragraph as it calls for legal conclusions. To the extent
19 Defendant is required to respond to the allegations contained in these paragraphs, Defendant
20 denies the same.

21 **V. CAUSES OF ACTION**

22 Answering Paragraph 20 of Plaintiff's Amended Complaint, this answering Defendant
23 repeats and responds to Paragraphs 1 through 19 as though fully set forth herein.

24 Answering Paragraphs 21, 22, 23, 24, and 25 of Plaintiff's Complaint, this answering
25 Defendant denies the allegations contained herein.

26 **Second Cause of Action – Loss of Consortium**

27 Answering Paragraph 26 of Plaintiff's Amended Complaint, this answering Defendant
28 repeats and responds to Paragraphs 1 through 25 as though fully set forth herein.

1 Answering Paragraphs 27 and 28 of Plaintiff's Complaint, this answering Defendant
2 denies the allegations contained herein.

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

5 This answering Defendant alleges that Plaintiff's Complaint and each and every cause of
6 action stated therein fails to state facts sufficient to constitute a cause of action, or any cause of
7 action, as against this answering Defendant.

8 **SECOND AFFIRMATIVE DEFENSE**

9 This answering Defendant is informed and believes and thereon alleges that Plaintiff's
10 alleged damages, if any, were and are, wholly or partially, contributed or proximately caused by
11 Plaintiff's recklessness and/or negligence, thus barring or diminishing Plaintiff's recovery
12 herein according to principles of comparative negligence.

13 **THIRD AFFIRMATIVE DEFENSE**

14 This answering Defendant is not legally responsible for the acts and/or omissions of
15 those Defendants named herein as DOES I through V, ROE BUSINESS ENTITIES I through V
16 and ROE CORPORATIONS I through V.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 This answering Defendant is informed and believes and thereon alleges that if Plaintiff
19 herein suffered or sustained any loss, injury, damage or detriment, the same was directly and
20 proximately caused and contributed to by the conduct, acts, omission, activities, carelessness,
21 recklessness, negligence and/or intentional misconduct of said Plaintiff thereby completely or
22 partially barring Plaintiff's recovery herein.

23 **FIFTH AFFIRMATIVE DEFENSE**

24 This answering Defendant is informed and believes and thereon alleges that it is not
25 legally responsible in any fashion with respect to damages and injuries claimed by Plaintiff in
26 the Complaint; however, if this answering Defendant is subjected to any liability to the Plaintiff,
27 it will be due, in whole or in part, to the breach of warranty, acts, omissions, activities,
28 carelessness, recklessness and negligence of others; wherefore, any recovery obtained by

1 Plaintiff herein against this answering Defendant should be reduced in proportion to the
2 respective negligence and fault and legal responsibility of all other parties, person and entities,
3 their agents, servants and employees who contributed to and/or caused any such injury and/or
4 damage, in accordance with the law of comparative negligence; the liability of this answering
5 Defendant, if any, is limited in direct proportion to the percentage of fault actually attributed to
6 this answering Defendant.

7 **SIXTH AFFIRMATIVE DEFENSE**

8 This answering Defendant is informed and believes and thereon alleges that at the time
9 and place of the incident alleged in Plaintiff's Complaint, Plaintiff knew of and fully understood
10 the danger and risk incident to its undertaking, but despite such knowledge, Plaintiff freely and
11 voluntarily assumed and exposed himself to all risk of harm and the consequential injuries and
12 damages, if any, resulting therefrom.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 This answering Defendant is informed and believes and thereon alleges that Plaintiff's
15 Complaint and each and every cause of action contained therein is barred by the applicable
16 Statute(s) of Limitation and/or Statute(s) of Repose.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 This answering Defendant is informed and believes and thereon alleges that the damages
19 complained of in Plaintiff's Complaint, if any, resulted from an unforeseeable Act of God,
20 thereby barring either partially or totally Plaintiff's claimed damages herein.

21 **NINTH AFFIRMATIVE DEFENSE**

22 This answering Defendant is informed and believes and thereon alleges that as to each
23 alleged cause of action, Plaintiff has failed, refused and neglected to take reasonable steps to
24 mitigate his alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

25 **TENTH AFFIRMATIVE DEFENSE**

26 This answering Defendant is informed and believes and thereon alleges that Plaintiff
27 was reimbursed for a portion of the claimed damages by a third party; this answering Defendant
28 is informed and believes and thereon alleges that Plaintiff has subrogated that third party to a

1 portion of the damages claimed herein; this answering Defendant is informed and believes and
2 thereon alleges that by virtue of the aforementioned subrogation, Plaintiff has failed to name
3 indispensable parties, and have violated the rule against splitting causes of action, thus barring
4 Plaintiff's recovery herein.

5 **ELEVENTH AFFIRMATIVE DEFENSE**

6 This answering Defendant is informed and believes and thereon alleges that Plaintiff has
7 failed to join all necessary and indispensable parties to the lawsuit.

8 **TWELFTH AFFIRMATIVE DEFENSE**

9 This answering Defendant is informed and believes and thereon alleges that the injuries
10 and damages of which Plaintiff complains were proximately caused by, or contributed to, by the
11 acts of other Defendants, persons and/or entities, and that said acts were an intervening and
12 superseding cause of the alleged injuries and damages, if any, of which Plaintiff complains, thus
13 barring Plaintiff from any recovery against this answering Defendant.

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

15 This answering Defendant hereby incorporates by reference those affirmative defenses
16 enumerated in Rule 8 of the Nevada Rules of Civil Procedure as though fully set forth herein.

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

18 Pursuant to N.R.C.P. 11, as amended, all possible affirmative defenses may not have
19 been alleged herein insofar as sufficient facts were not available for responding party after
20 reasonable inquiry upon the filing of this answering Defendant's Answer to Plaintiff's
21 Complaint, and, therefore, this answering Defendant reserves the right to amend its Answer to
22 allege additional affirmative defenses, if subsequent investigation so warrants.

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 WHEREFORE, Defendant prays for judgment as follows:

- 2 1. That Plaintiff takes nothing by virtue of the Complaint on file herein;
3 2. For the costs of suit incurred herein;
4 3. That Defendant be awarded its attorneys' fees and costs of suit incurred to defend
5 this action; and,
6 4. For any such other and further relief as this Court deems just and proper.

7 DATED this 26TH day of September, 2016.

8 GRANT & ASSOCIATES

9 /s/ Lee J. Grant, II, Esq.

10 _____
11 LEE J. GRANT II, ESQ.
12 Nevada Bar No. 011808
13 7455 Arroyo Crossing Parkway, Suite 300
14 Las Vegas, Nevada 89113
15 Phone: (702) 940-3529
16 Fax: 1-855-429-3413
17 Lee.grant@aig.com

18 Attorney for Defendant
19 GNL, CORP.
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Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3529
Facsimile No. (855) 429-3413

An Employee of
GRANT & ASSOCIATES

ECC
LEE J. GRANT II, ESQ.
Nevada Bar No. 11808
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Phone: (702) 940-3529
Fax: 1-855-429-3413
Lee.grant@aig.com

Attorney for Defendant
GNL, CORP.

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN, an individual, and his Wife,) **CASE NO.: A-16-739887-C**
NETTIE J. BROWN, an individual,) **DEPT. NO.: XXXI**
Plaintiffs,)
vs.) **DEFENDANT GNL, CORP.'S INITIAL**
LANDRY'S, INC., a foreign corporation;) **LIST OF WITNESSES AND**
GOLDEN NUGGET, INC. a Nevada) **DOCUMENTS PURSUANT TO NRCP**
corporation, d/b/a GOLDEN NUGGET) **16.1 DISCLOSURE**
LAUGHLIN; GNL, CORP., a Nevada)
corporation; DOE INDIVIDUALS 1-100,)
ROE BUSINESS ENTITIES 1-100,)
Defendants.)

COMES NOW, Defendant GNL, CORP. (hereinafter "Defendant"), by and through its attorney, Lee J. Grant II, Esq., of the law firm of GRANT & ASSOCIATES, and hereby submits the following list of witnesses and documents pursuant to NRCP 16.1:

I.
WITNESSES

I. JOE N. BROWN
c/o IQBAL LAW, PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109

Mr. Brown is the Plaintiff in this matter and is expected to testify regarding his knowledge of the alleged Subject Incident, his physical condition, his injuries (if any), course of

1 medical treatment, and any other related matters.

- 2 2. NETTIE J. BROWN
3 c/o IQBAL LAW, PLLC
4 101 Convention Center Drive., Suite 1175
5 Las Vegas, Nevada 89109

6 Mrs. Brown is the Plaintiff in this matter and is expected to testify as to her knowledge
7 of the alleged Subject Incident, as well as, Plaintiff JOE N. BROWN'S physical condition,
8 injuries (if any), course of medical treatment, and any other related matters.

- 9 3. Person(s) Most Knowledgeable and/or Custodian of Records
10 GNL, CORP.
11 c/o GRANT & ASSOCIATES
12 7455 Arroyo Crossing Parkway, Suite 300
13 Las Vegas, Nevada 89113

14 This Person Most Knowledgeable is expected to testify regarding the facts and
15 circumstances surrounding the alleged Subject Incident, and any other related matters. The
16 Custodian of Records is expected to testify as to the authenticity and completeness of any
17 documents produced in this matter by this entity, and any other related matters.

- 18 4. Person(s) Most Knowledgeable and/or Custodian of Records
19 THYSENKRUPP ELEVATOR CORPORATION
20 THYSENKRUPP NORTH AMERICA, INC.
21 111 West Jackson Boulevard, Suite 2400
22 Chicago, Illinois 60604

23 This Person Most Knowledgeable is expected to testify regarding the facts and
24 circumstances surrounding the alleged Subject Incident, and any other related matters. The
25 Custodian of Records is expected to testify as to the authenticity and completeness of any
26 documents produced in this matter by this entity, and any other related matters.

- 27 5. RAY FAVELA (GNL, CORP. BARTENDER)
28 c/o GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

This person is expected to testify regarding the facts and circumstances surrounding the
alleged Subject Incident, and any other related matters.

6. DAVID FLORES (FORMER GNL, CORP. EMPLOYEE)
(Last Known Address)
3442 Sun River Rd., #3
Bullhead City, AZ 86429

...

1 This person is expected to testify regarding the facts and circumstances surrounding the
2 alleged Subject Incident, and any other related matters.

- 3 7. ASHLEY STEWART (FORMER GNL, CORP. EMPLOYEE)
4 (Last Known Address)
5 2055 Pegasus Ranch Rd.
6 Bullhead City, AZ 86429

7 This person is expected to testify regarding the facts and circumstances surrounding the
8 alleged Subject Incident, and any other related matters.

- 9 8. RYAN KNUPP (GNL, CORP. SECURITY SUPERVISOR)
10 c/o GRANT & ASSOCIATES
11 7455 Arroyo Crossing Parkway, Suite 300
12 Las Vegas, Nevada 89113

13 This person is expected to testify regarding the facts and circumstances surrounding the
14 alleged Subject Incident, and any other related matters.

- 15 9. MARK BUKSA (GNL, CORP. SECURITY OFFICER)
16 c/o GRANT & ASSOCIATES
17 7455 Arroyo Crossing Parkway, Suite 300
18 Las Vegas, Nevada 89113

19 This person is expected to testify regarding the facts and circumstances surrounding the
20 alleged Subject Incident, and any other related matters.

- 21 10. Person(s) Most Knowledgeable and/or Custodian of Records
22 CLARK COUNTY FIRE DEPARTMENT
23 50 Laughlin Civic Drive
24 Laughlin, Nevada 89029

25 This Person Most Knowledgeable is expected to testify regarding the facts and
26 circumstances surrounding the alleged Subject Incident, and any other related matters. The
27 Custodian of Records is expected to testify as to the authenticity and completeness of any
28 documents produced in this matter by this entity, and any other related matters.

11. Person(s) Most Knowledgeable and/or Custodian of Records
AMERICAN MEDICAL RESPONSE
Bullhead City, AZ.

This Person Most Knowledgeable is expected to testify regarding the facts and
circumstances surrounding the alleged Subject Incident, and any other related matters. The
Custodian of Records is expected to testify as to the authenticity and completeness of any
documents produced in this matter by this entity, and any other related matters.

1 Defendant hereby reserves the right to amend the foregoing list of witnesses and
2 discovery progresses.

3 **II.**
4 **DOCUMENTS**

5 Defendant hereby provides the following copies of documents which are attached
6 hereto.

7	No.	Description	Bates
8	A	*Plaintiff's Complaint	N/A
9	B	*Plaintiff's First Amended Complaint	N/A
10	C	*Defendant's Answer to Amended Complaint	N/A
11	D	*Defendant's First Amended Answer to Amended Complaint	N/A
12	E	Incident Report	GNL 000001-000014
13	F	Photographs	GNL 000015-000028
14	G	State of Nevada Elevator Accident Report	GNL 000029
15	H	Dover Elevator Company Master Maintenance Service Agreement	GNL 000030-000047
16	I	Thyssenkrupp Service Records	GNL 000048-000051
17	J	Surveillance Video	GNL 000052

18
19 *These records are presumably already in Plaintiffs' possession. Defendant will
20 produce copies at the Plaintiffs' request for a reasonable copying fee.

21 ...

22 ...

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1 Defendant reserves the right to amend and/or supplement this list of documents as
2 discovery progresses, and specifically reserve the right to object to the authenticity of any
3 documents submitted by the Plaintiffs at the time of hearing.

4 DATED this 9th day of November, 2016.

5 GRANT & ASSOCIATES

6 */s/ Lee J. Grant II, Esq.*

7
8 LEE J. GRANT II, ESQ.
9 Nevada Bar No. 11808
10 7455 Arroyo Crossing Parkway, Suite 300
11 Las Vegas, Nevada 89113

12 Attorney for Defendant
13 GNL, CORP.
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CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 9th day of November, 2016 I served a true and correct copy of the foregoing **DEFENDANT GNL, CORP.'S INITIAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO NRCP**

16.1 DISCLOSURE by serving as follows:

☒ Through the Court authorized electronic mail to all parties listed on the master service pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR;

☐ Depositing said document(s) with the U.S. Postal Service;

addressed to the following person(s) at the address(es) listed below:

Mohamed A. Iqbal, Jr., Esq.
Christopher Mathews, Esq.
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
Ph: 702-750-2950
Fax: 702-825-2841
mal@llawlv.com
Attorney for Plaintiffs

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3529
Facsimile No. (855) 429-3413

EXHIBIT E

EXHIBIT E

Case # :

2015-00200

**Golden Nugget Hotel & Casino
LAUGHLIN**

Case Report

Reported By: RYAN KNUPP

Incident		Offender	Incident Disposition
LAUGHLIN : GUEST MEDICAL LAUGHLIN : GUEST ACCIDENT			
Disposition		Method of Reporting	
REPORT		OFFICER OBSERVED	
Incident Occurred Date	Incident Occurred End Date	Incident Discovered / Called In	
05/12/2015 at 1928	05/12/2015 at 1955	05/12/2015 at 1928	
Location	Specific Location		
LAUGHLIN : ESCALATOR	DOWN ESCALATOR TO BUBBA GUMP'S RESTAURANT		
Secondary Location	Related Event		
	None		
Manager/Supervisor On Duty	Manager/Supervisor Notified		
RYAN KNUPP	YES		
Report Synopsis/Overview			
Unknown male African-American patron fell down the escalator to Bubba Gump's restaurant.			

List of supplemental reports

Follow Up 2015-00200_1

List of contacts in this report

UNKNOWN

INJURED PERSON

Contact # 1 (INJURED PERSON)

Full Name			
UNKNOWN			
Drivers License	Drivers License State	Email Address	
UNKNOWN			
Age	Date of Birth	Gender	Race
		M	BLACK
Height	Weight	Hair Color	Eye Color
5'10"	175	BLACK	BLACK
Approx. Age	Demeanor	Build	Clothing
60+		MEDIUM	T-SHIRT AND BLUE JEANS
Notes			
UNABLE TO GET HIS INFORMATION AT THE TIME.			

Addresses

Prepared By:
RYAN KNUPP(187707)

Submitted Date
05/12/2015 2057

Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Case # :

2015-00200

Address :

UNKNOWN

City

State

Zip

Country

Address Type

UNKNOWN

Prepared By:

RYAN KNUFF(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

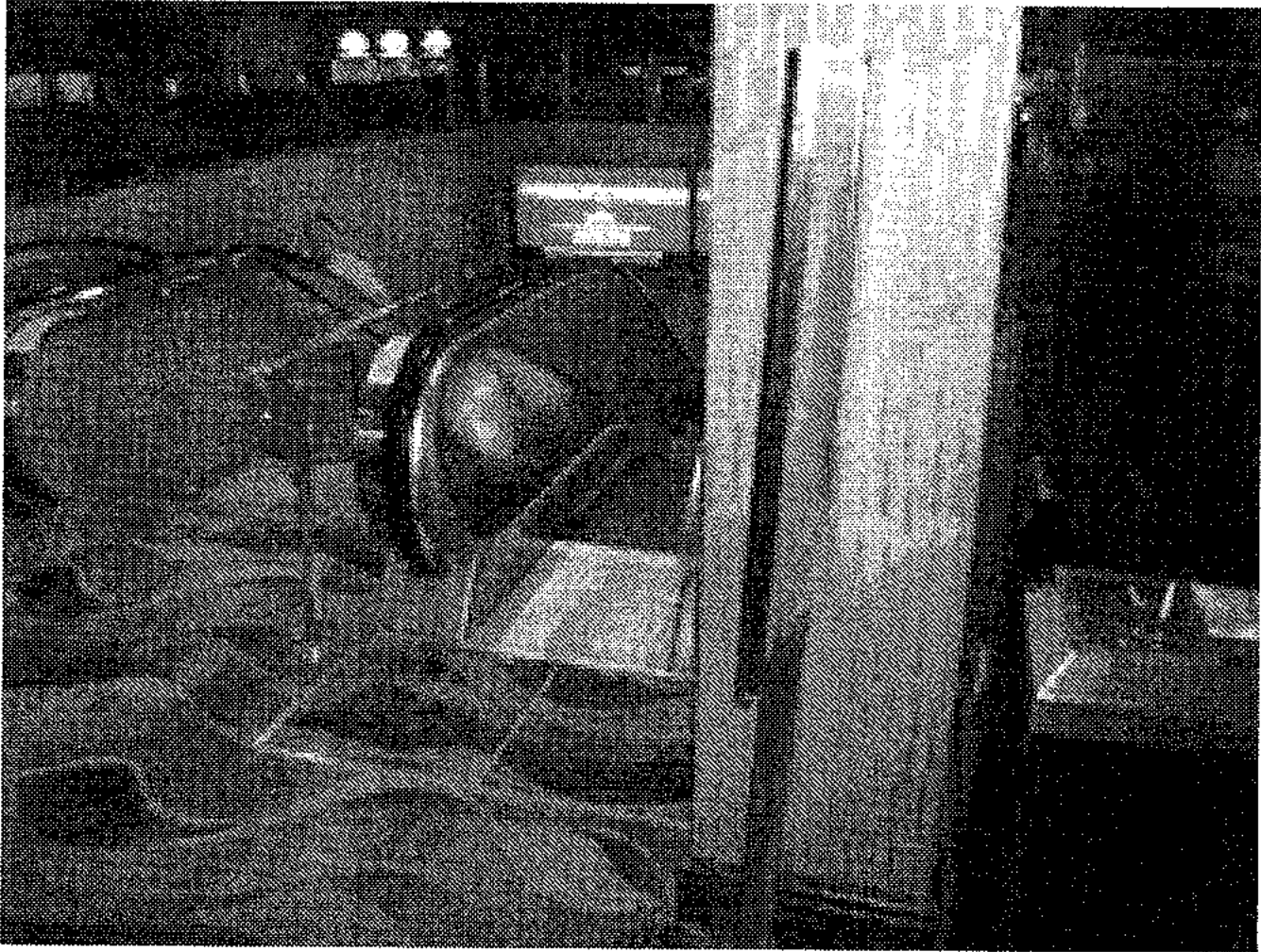
DOWNES 05/14/2015 0927

Digital Media List

Digital Media # 1

Title

Description

Prepared By:
RYAN KNUFF(187707)Submitted Date
05/12/2015 2057

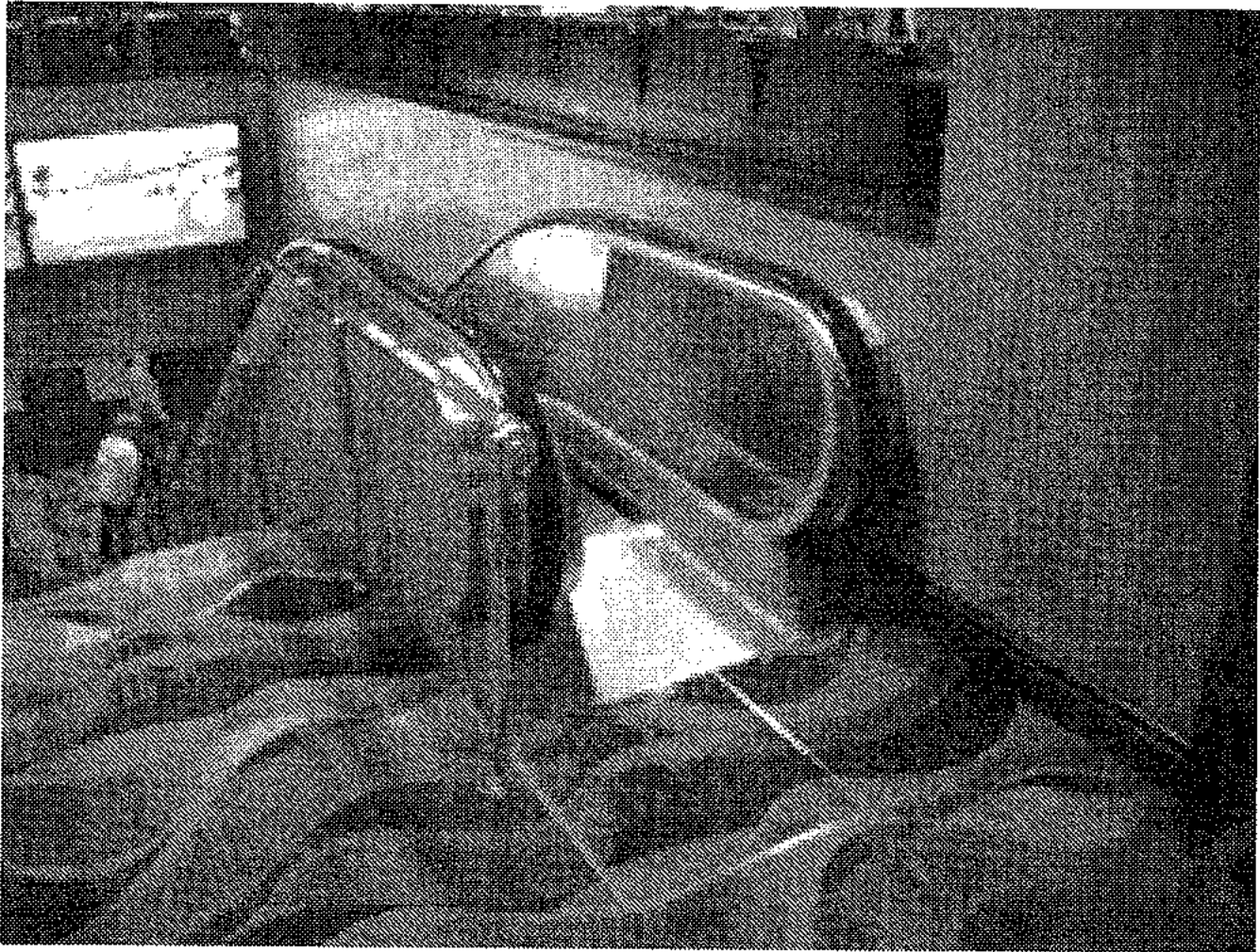
Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Digital Media # 2

Title

Description



Prepared By:
RYAN KNUPP(187707)

Submitted Date
05/12/2015 2057

Signature

Reviewed By/Date
DOWNS 08/14/2015 0927

Digital Media # 3

Title

Description



Prepared By:
RYAN KNUPP(187707)

Submitted Date
05/12/2015 2057

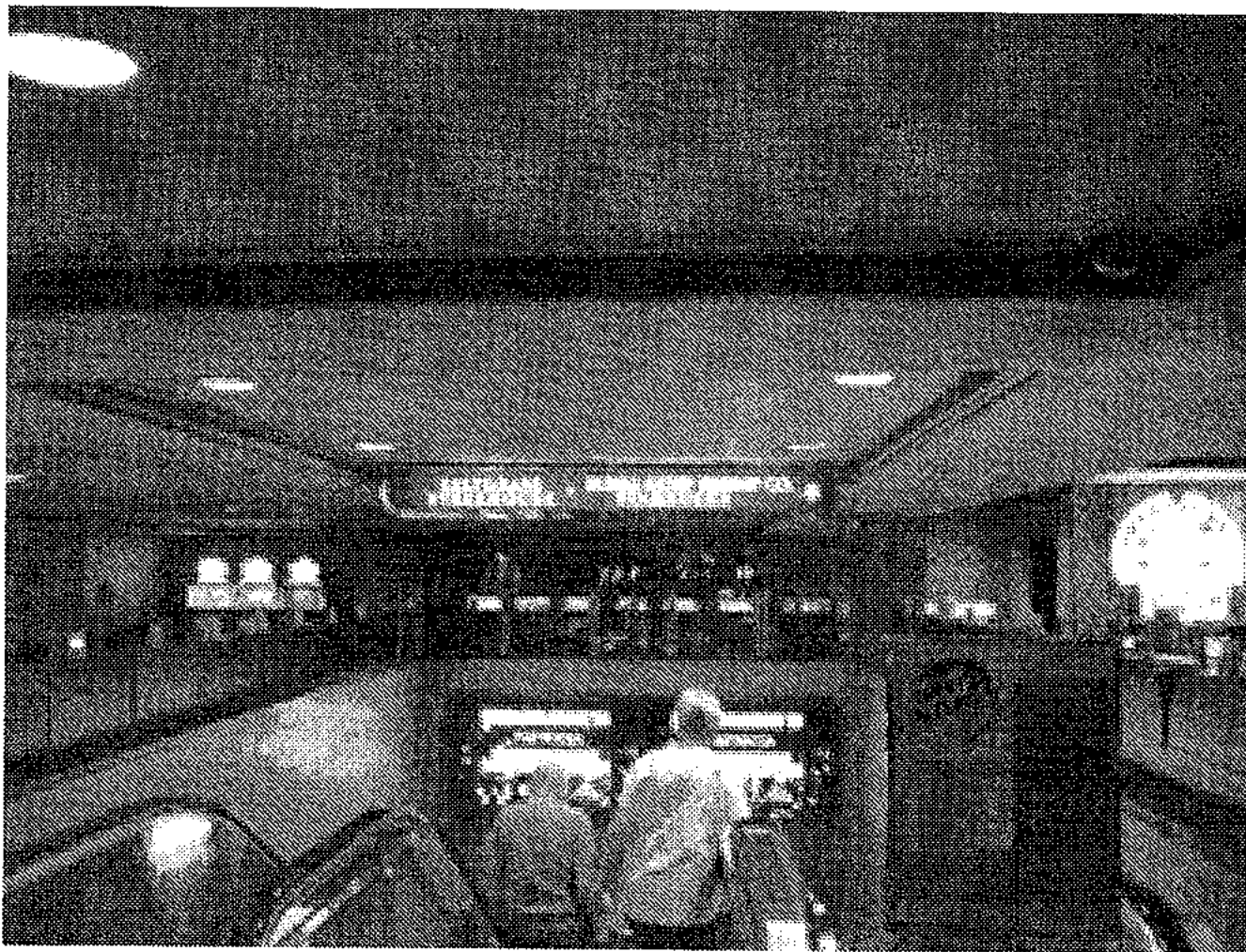
Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Digital Media # 4

Title

Description



Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

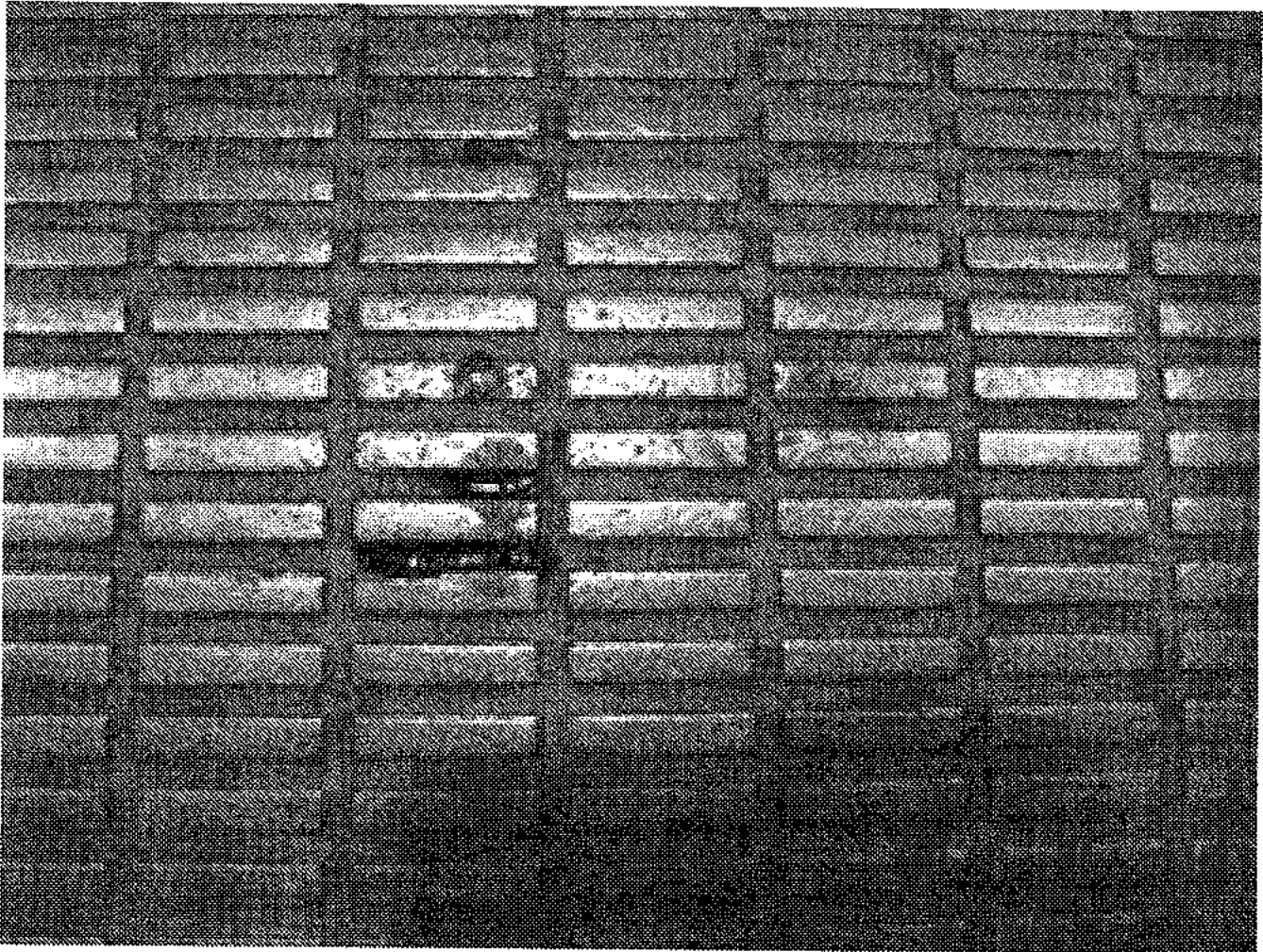
Reviewed By/Date

DOWNS 05/14/2015 0927

Digital Media # 5

Title

Description



Prepared By:
RYAN KNUFF(187707)

Submitted Date
05/12/2015 2057

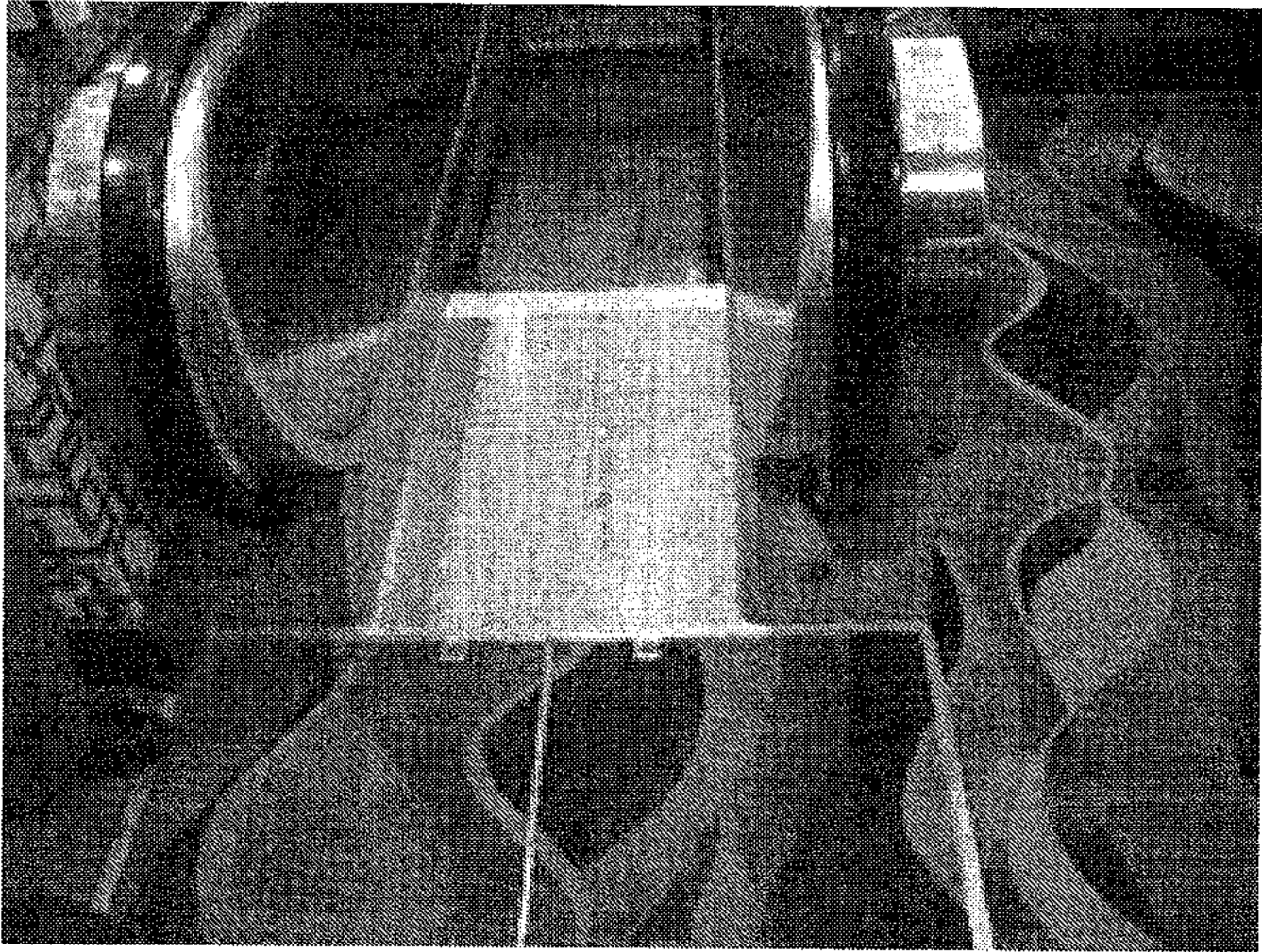
Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Digital Media # 6

Title

Description



Prepared By:
RYAN KNUTT(187707)

Submitted Date
05/12/2015 2057

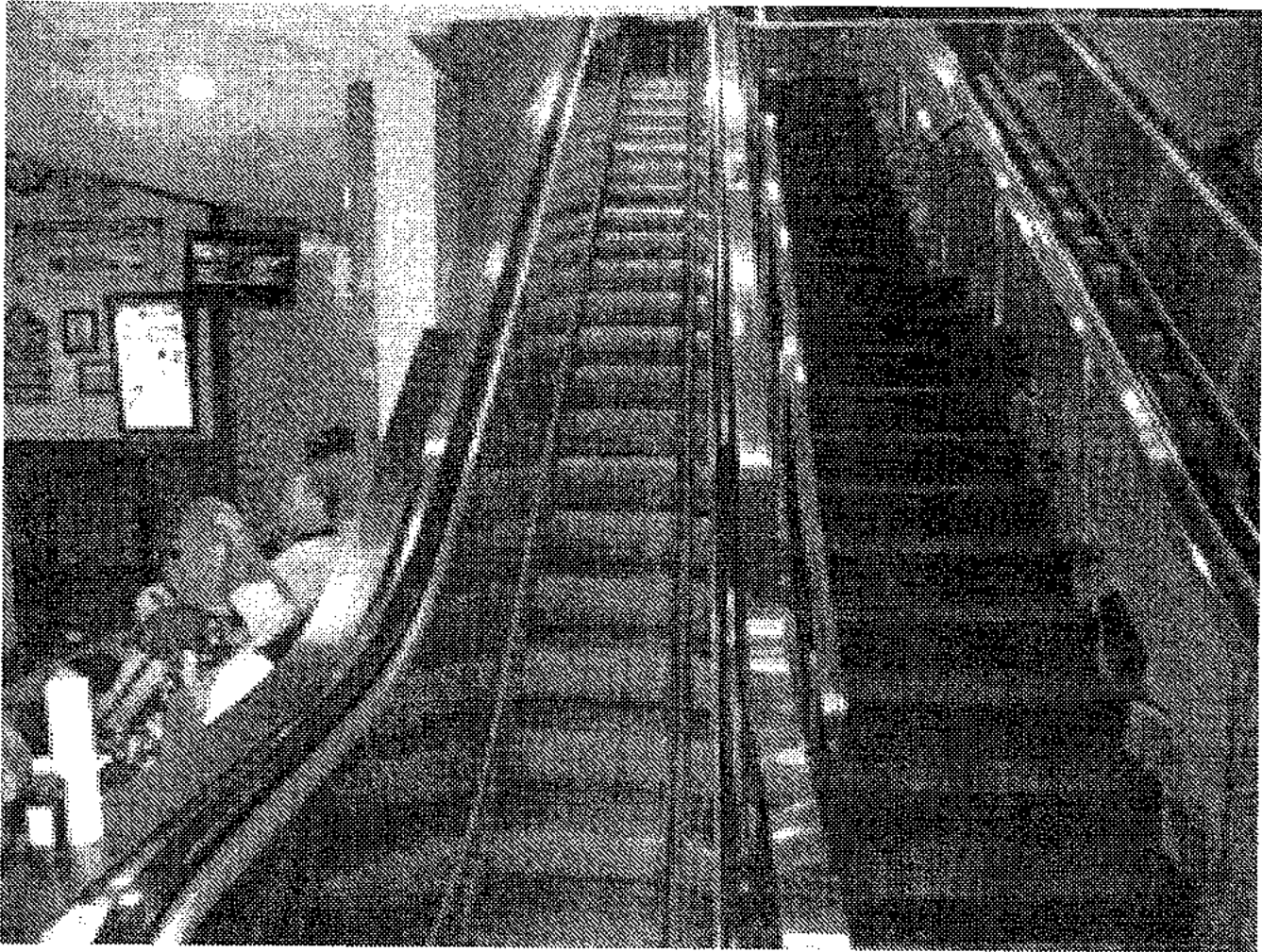
Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Digital Media # 7

Title

Description



Prepared By:
RYAN KNUFF(187707)

Submitted Date
05/12/2015 2057

Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Digital Media # 8

Title

Description



Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

Digital Media # 9

Title

Description



Injury

Officer's Observations

Location of Injury

SMALL CUTS TO MALE'S RIGHT FINGERTIPS MIDDLE AND INDEX

ESCALATOR

Scene of Accident Examined By

Name of Officer Giving First Aid

RYAN KNUPP

RYAN KNUPP

Surface Condition

Foreign Materials

Surface Damage

GOOD

NONE

NONE

Describe First Aid Rendered:

JUST TRIED TO KEEP THE GUEST STABILIZED UNTIL PARAMEDICS ARRIVED.

Narrative text

On 05/12/15 at approximately 1928 hours, Security Supervisor Knupp, Rryan was notified by Security Officer Buksa, Mark of

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

a patron who fell on the down escalator from the casino floor to lower level restaurant area.

Upon arrival, Supervisor Knupp observed a male lying at the bottom of the down escalator on his back. The male alleged he stepped on the down escalator and then fell, but did not know what caused him to fall.

At 1930 hours, Paramedics were called. Supervisor Knupp tried to keep the male stabilized until Paramedic arrival. At 1933 hours, Clark County Fire Department (CCFD) arrived on property and at 1934 hours, American Medical Response (AMR) arrived on property.

Paramedics evaluated the male's condition, and made a decision to transport. At 1955 hours, the male was transported off property.

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

Case # :

2015-00200 1

Golden Nugget Hotel & Casino
LAUGHLIN

Follow Up

Reported By: RYAN KNUPP

Parent Report Information

Report Type	Reference Number
Case Report	2015-00200
Report Recorder	Report Disposition
RYAN KNUPP	REPORT
Related Number	Tracking Number
	779809

Follow Up Information

Synopsis

Unknown male African-American patron fell down the escalator to Bubba Gump's restaurant.

Prepared By:
RYAN KNUPP(187707)

Submitted Date
05/12/2015 2115

Signature

Reviewed By/Date
DOWNS 05/13/2015 0936

Case # :

2015-00280-1

Narrative text

There is Surveillance coverage
9 photos taken

Was unable to collect his information as I did not want him to move incase he had a spinal or neck injury.

Female relative who was with him related he had previous neck surgery.

Male alleged to Paramedics he was unable to move his legs.

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 21:15

Signature

Reviewed By/Date

DOWNS 05/13/2015 0936

EXHIBIT F

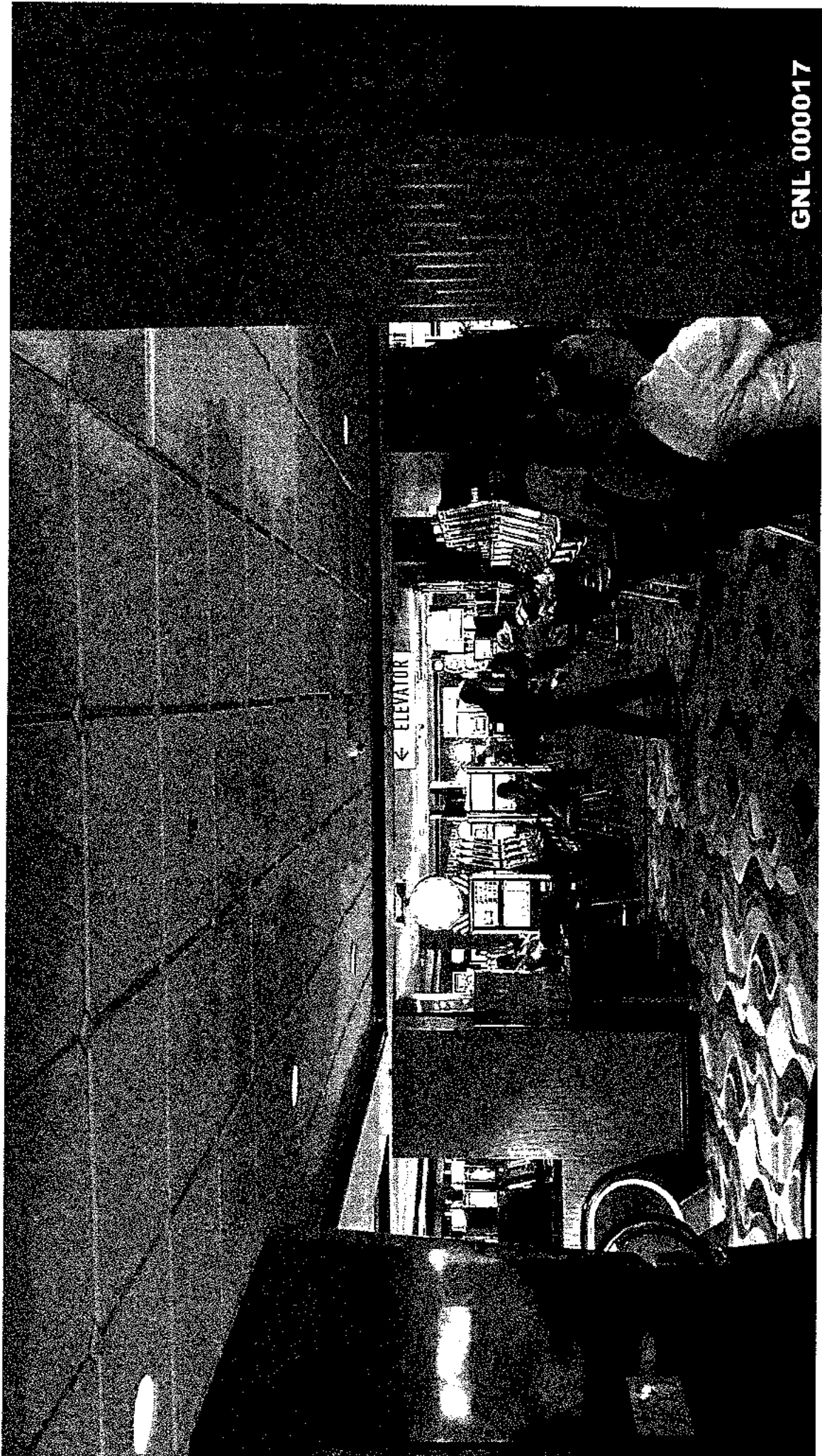
EXHIBIT F

< ELEVATOR

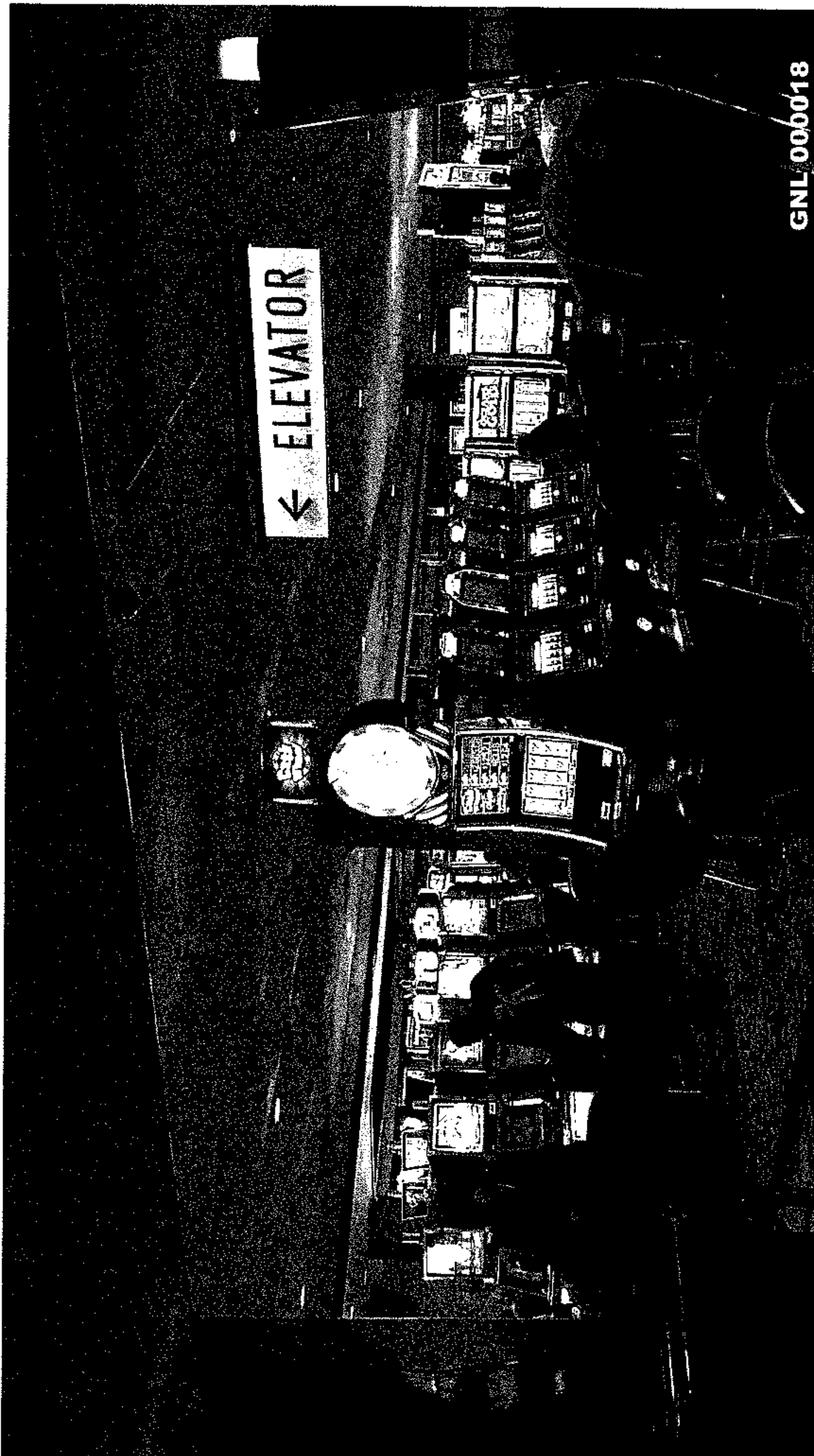
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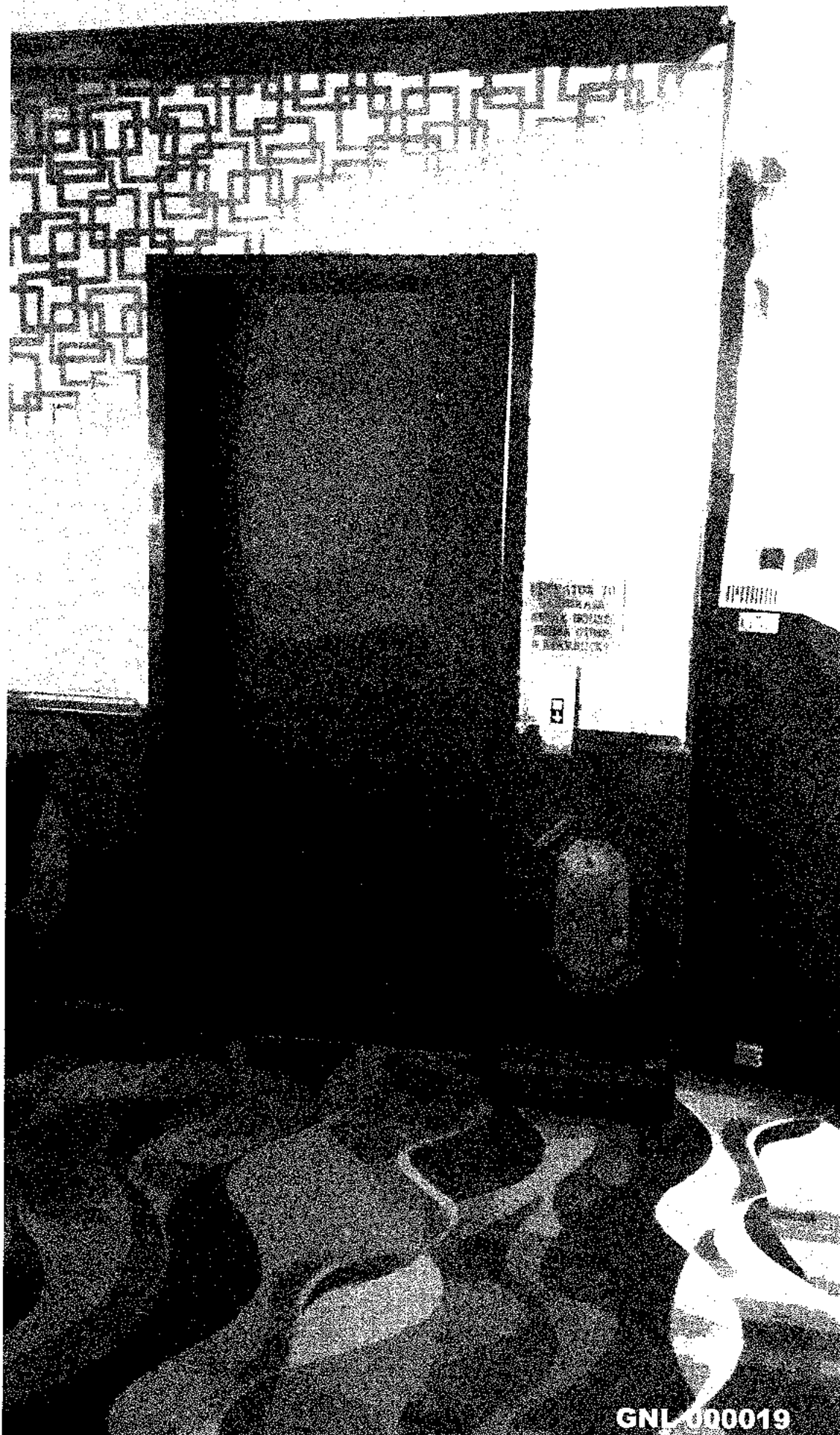
GNL 000016



GNL 000017



GNL 000018



GNL 000019

PET 0055

SAFETY RULES

- 1 no strollers
- 2 hold rails
- 3 keep tennis shoes
away from sides
- 4 no bare feet
- 5 always face forward
- 6 no child unattended

PARENTS

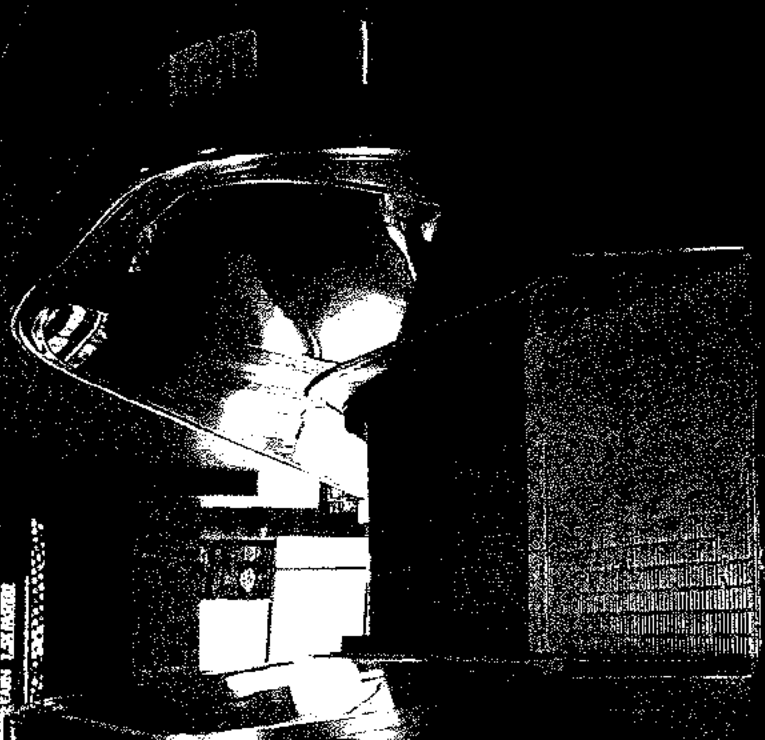
your children must
obey these rules

**EARN CASH AND
COMPS FASTER!**

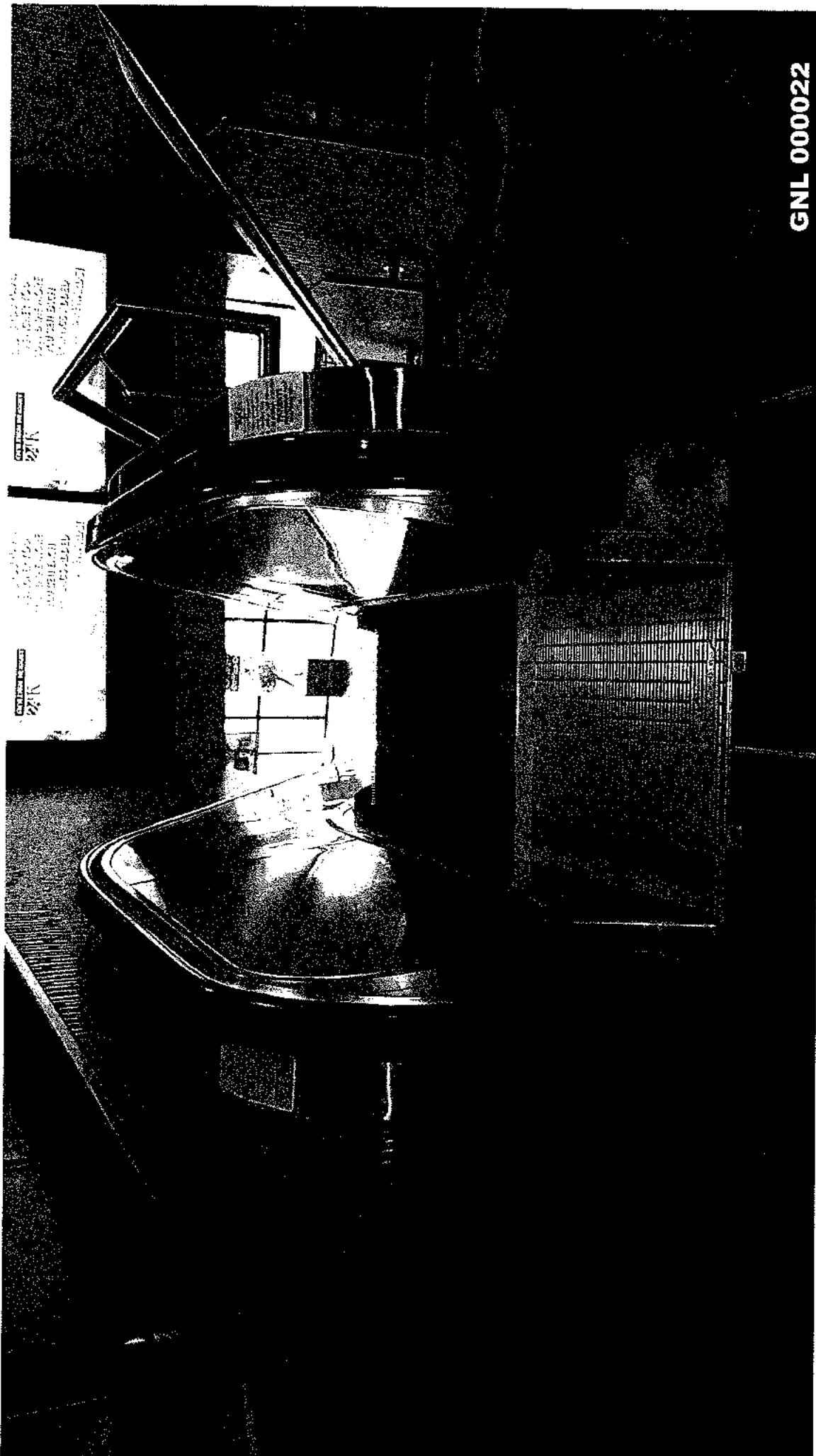
TIME EARN 2X FASTER
CHAMP EARN 2X FASTER
MEMBER EARN 1.5X FASTER

**EARN CASH AND
COMPS FASTER!**

TIME EARN 2X FASTER
CHAMP EARN 2X FASTER
MEMBER EARN 1.5X FASTER



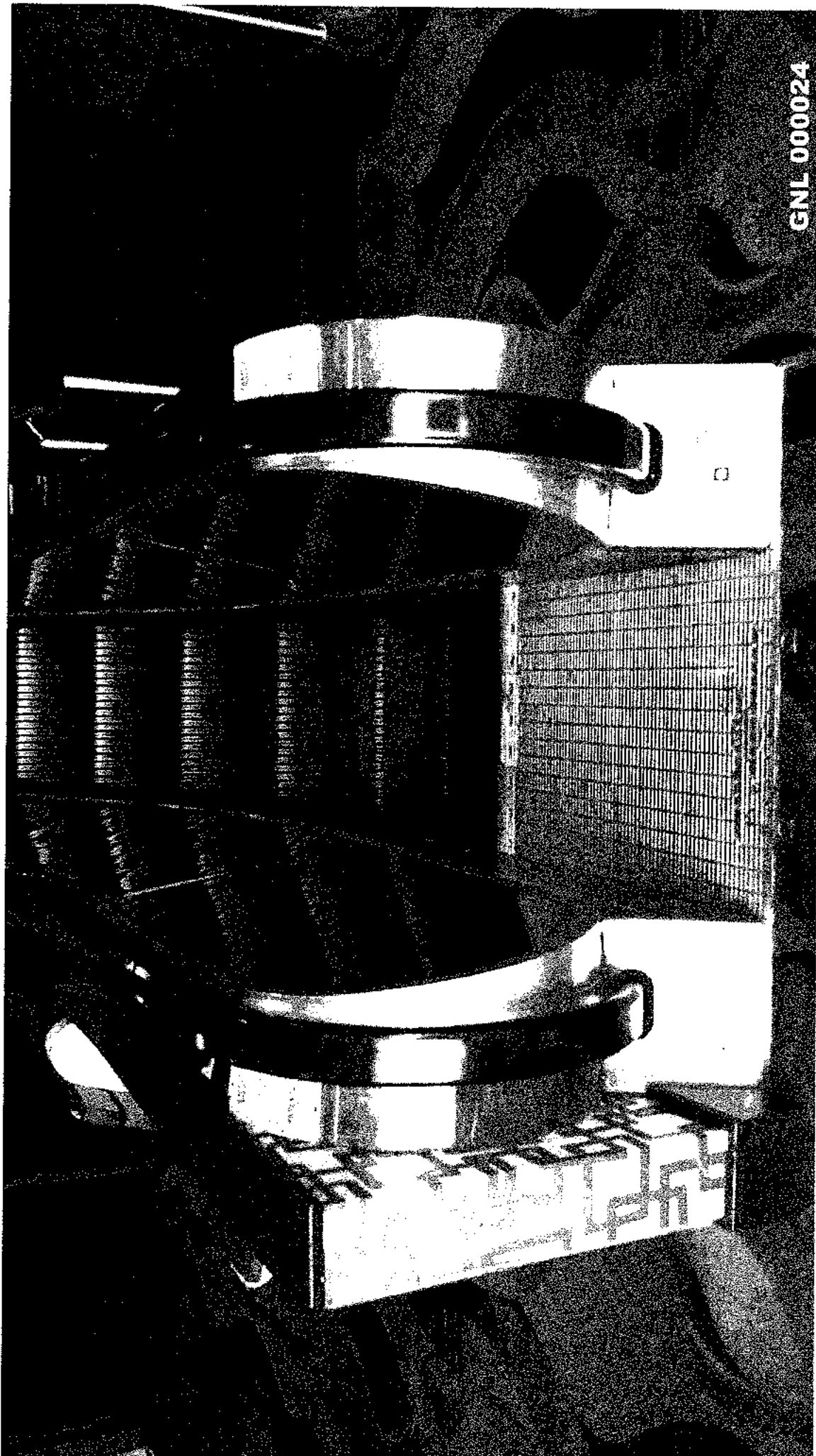
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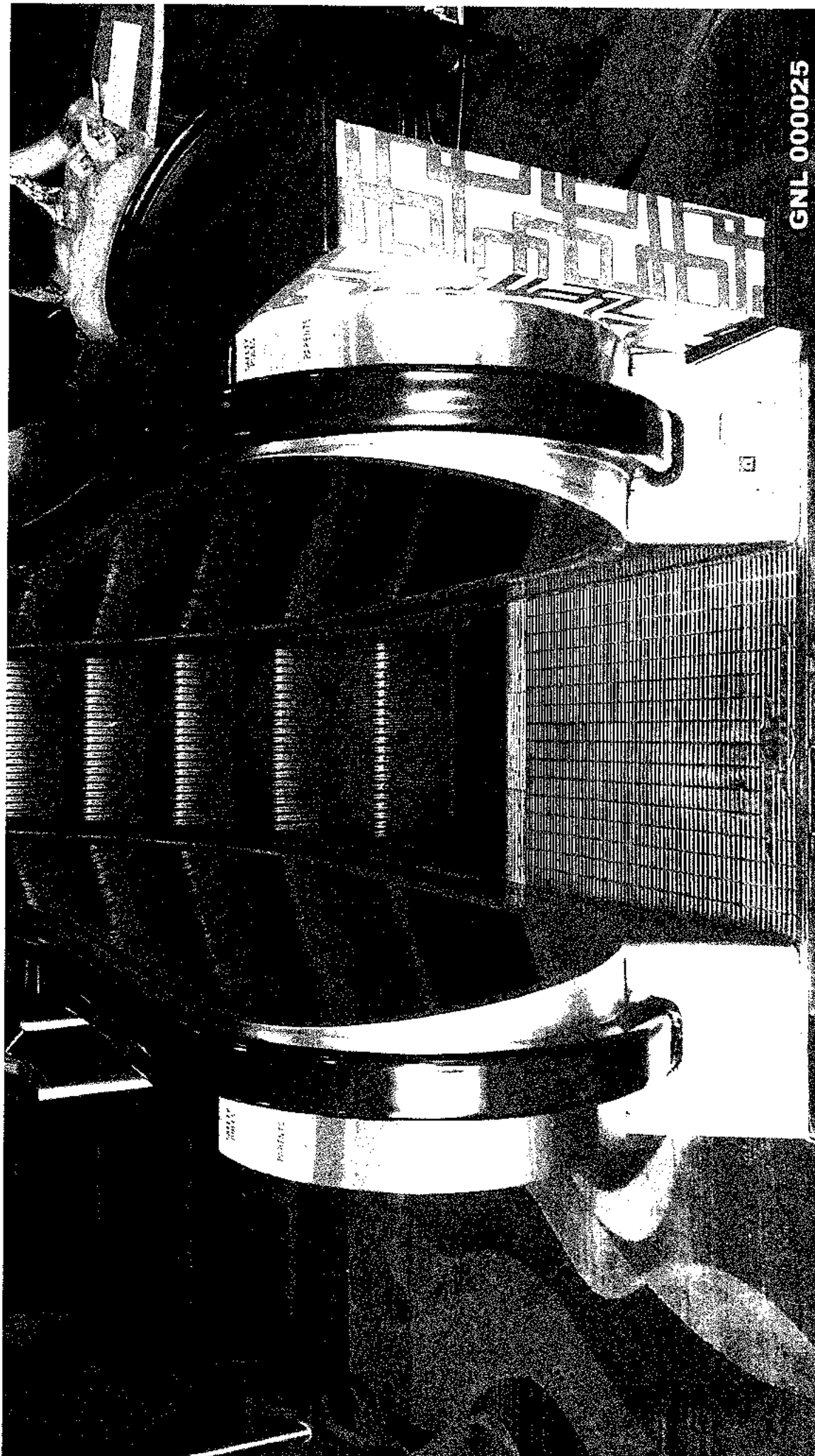
GNL 000022



CNL 000023



GNL 000024



GNL 000025

SAFETY RULES

- 1 no strollers
- 2 hold handrails
- 3 keep tennis shoes
away from sides
- 4 no bare feet
- 5 always face forward
- 6 no child un-attended

PARENTS

your children must
obey these rules



GNI 000027



GNL 000028

PET 0064

EXHIBIT G

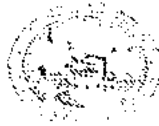
EXHIBIT G

BRIAN SANDOVAL
Governor

STATE OF NEVADA

STEVE GEORGE
Administrator

BRUCE BRESLOW
Director



RANDY JEWETT
Chief Administrative
Officer

Phone: (702) 486-9054
Fax: (702) 486-9176

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS

MECHANICAL COMPLIANCE SECTION

1301 N. Green Valley Parkway, Suite 160
Henderson, Nevada 89074

Elevator Accident Report

Date / Time of Accident: <u>5-12-15 8:15 pm</u>		Date / Time Reported: <u>5-13-15 9:07 AM</u>				
Inspector Responding: <u>Steve Robertson</u>		Time & Date of Arrival: <u>5-13-15 11:00 AM</u>				
Location: <u>GOLDEN NUGGETT</u>		Stuck: Yes <input type="checkbox"/> No <input type="checkbox"/>				
Elevator:		Escalator: <u>DOWN</u>				
Moving Walk:						
Injured Party's Name:	Visible Injuries:		Injuries Claimed:		Medical Attention:	
	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Received <input checked="" type="checkbox"/> Refused <input type="checkbox"/>			
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Received <input type="checkbox"/> Refused <input type="checkbox"/>			
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Received <input type="checkbox"/> Refused <input type="checkbox"/>			
Video Footage Taken:	Photo's Taken:		Copies of Report Available:			
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>			
Video Footage Denied:	Photo's Denied:		Copies of Report Denied:			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>			
Visible Injuries:						
Claimed Injuries:						
<u>CUT ON HEAD</u>						
Description of Accident: <u>got on ESCALATOR WITH CANE</u> <u>LOST BALANCE + FELL</u> (Use additional sheets if needed)						
Contributing Factors:						
<u>CANE</u>						
Condition of Equipment:						
<u>GOOD</u>						
Direct Cause of Accident:						
<u>LOSS OF BALANCE</u>						
Documents Included:						
<u>Report # 200</u>						

Revised 12/5/2014

EXHIBIT H

EXHIBIT H



AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

TO: GOLDEN NUGGET HOTEL & CASINO
(Purchaser - herein called You)

BUILDING LOCATION SAME

2300 SO CASINO DR

LAUGHLIN NV 89029

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type

ONE (1) HYDRAULIC PASSENGER

TWO (2) ESCALATORS

Manufacturer

OTIS

MONTGOMERY

Serial No.

TIME OFFICE

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

THIS CONTRACT INCLUDES 24 HOUR MINOR EMERGENCY CALLBACKS.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

TERM

This agreement is effective as of FEBRUARY 8, 1994 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first five years or at the end of any subsequent five-year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.

CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

PRICE

The price for the service as stated herein shall be _____ Dollars _____ per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ _____ of which \$ _____ constitutes fringe benefits.

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts, in the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.

SPECIAL CONDITIONS AS AGREED UPON BETWEEN THE GOLDEN NUGGET HOTEL AND DOVER ELEVATOR COMPANY, WE WILL PROVIDE THE FOLLOWING MODERNIZATION AND UPGRADES ON THE OTIS TIME OFFICE ELEVATOR.

1. INSTALL ONE NEW DOOR OPERATOR.
2. INSTALL ONE SET OF STAINLESS STEEL CAR DOORS.
3. INSTALL ONE SET OF JANUS PANTA FORTY ENTRANCE DETECTORS.

THE TOTAL COST FOR THE ABOVE UPGRADES WILL BE [REDACTED]. DOVER ELEVATOR WILL ACCEPT (12) MONTHLY PAYMENTS OF [REDACTED] EACH, TO BE COMBINED WITH THE PRESENT MONTHLY ELEVATOR MAINTENANCE COST OF [REDACTED], MAKING THE TOTAL MONTHLY COST [REDACTED]. THIS CONTRACT WILL EXPIRE (1) YEAR FROM THE CONTRACT DATE AND A NEW CONTRACT WITH A PRICE ADJUSTMENT WILL BE GIVEN PRIOR TO THAT TIME.

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: GOLDEN NUGGET HOTEL
(Full Legal Company Name or Individual Purchaser)

DOVER ELEVATOR COMPANY
3330 POLLUX AVE
LAS VEGAS NV 89102

By: [Signature]
(Signature of Authorized Official)

Thomas L. Neal
(Type or Print Name)

Title V.P. - CRO
(Type or Print)

Date Signed: 2-10-94

BILLING ADDRESS:

GOLDEN NUGGET HOTEL

PO BOX 77111

LAUGHLIN NV 89028-7111

DOVER USE ONLY

By: [Signature]
JON W. OLSEN, Sales Representative

Date Signed: February 8, 1994

APPROVED: DOVER ELEVATOR COMPANY

By: [Signature]

Title: [Signature]

Date Signed: March 3, 1994

Master Maintenance Agreement

GOLDEN NUGGET HOTEL





DOVER ELEVATOR COMPANY

AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

TO: Golden Nugget Hotel
(Purchaser - herein called You)

Casino Dr.

Laughlin, NV 89029

BUILDING LOCATION Golden Nugget Hotel

Casino Dr.

Laughlin, NV 89029

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
Four (4) Traction	DOVER	CB3464-65

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

This contract includes 24 hour minor emergency callbacks.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- * Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- * Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- * You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- * You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- * You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

TERM

This agreement is effective as of July 19, 19 91 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first five years or at the end of any subsequent five-year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.

CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

PRICE

The price for the service as stated herein shall be _____ Dollars _____ per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ _____ of which \$ _____ constitutes fringe benefits.

A service charge of 1 1/2 % per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.

SPECIAL CONDITIONS

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: GOLDEN NUGGET HOTEL
(Full Legal Company Name or Individual Purchaser)

By: *Pat Roche*
(Signature of Authorized Official)

PAT ROCHE
(Type or Print Name)

Title CONTROLLER
(Type or Print)

Date Signed: 8/6/91

BILLING ADDRESS:

GOLDEN NUGGET LAUGHLIN

P. O. BOX 77111

LAUGHLIN, NV 89029-7711

DOVER ELEVATOR COMPANY

3330 Pollux Ave.
Las Vegas, NV 89102

DOVER USE ONLY

By: *Michael James*
Michael James, Sales Representative

Date Signed: 7-8-91

APPROVED: DOVER ELEVATOR COMPANY

By: *Mary Lou Stone*
MARY LOU STONE
CONTRACT ANALYST

Title: _____

Date Signed: 7-16-91



AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

TO: GOLDEN NUGGET HOTEL & CASINO
(Purchaser - herein called You)

BUILDING LOCATION SAME

2300 SOUTH CASINO DRIVE

LAUGHLIN, NV 89029

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
ONE (1) HYDRAULIC	DOVER	ED6409

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

THIS CONTRACT INCLUDES 24 HOUR MINOR EMERGENCY CALLBACKS.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

TERM

This agreement is effective as of APRIL 1, 1993 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first ~~five~~ year or at the end of any subsequent ~~five~~ year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

The price for the service as stated herein shall be ***** Dollars per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.

SPECIAL CONDITIONS

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: GOLDEN NUGGET HOTEL & CASINO
(Full Legal Company Name or Individual Purchaser)

By: [Signature]
(Signature of Authorized Official)

Thomas Neal
(Type or Print Name)

Title VP - CFO
(Type or Print)

Date Signed: 4-9-93

BILLING ADDRESS:

GOLDEN NUGGET HOTEL & CASINO

P.O. BOX 77111

LAUGHLIN, NV 89028-7111

DOVER ELEVATOR COMPANY

3330 POLLUX
LAS VEGAS, NV 89102

DOVER USE ONLY

By: [Signature]
JON W. OLSEN, SALES REPRESENTATIVE

Date Signed: March 12, 1993

APPROVED: DOVER ELEVATOR COMPANY

By: [Signature]
LINDA K. PETERSON
CONTRACT ANALYST

Title: _____

Date Signed: 12-13-93

Master Maintenance Agreement

GOLDEN NUGGET HOTEL & CASINO





AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

TO: GOLDEN NUGGET HOTEL & CASINO
(Purchaser - herein called You)

BUILDING LOCATION SAME

2300 SOUTH CASINO DRIVE

LAUGHLIN, NV 89029

Dover Elevator Company (herein called We) will provide DOVER MASTER MAINTENANCE SERVICE on the elevator equipment in the above building and described below (herein called the equipment) on the terms and conditions set forth herein.

No. Elevators and Type	Manufacturer	Serial No.
FOUR (4) HYDRAULIC	DOVER	ED3260-63

EXTENT OF COVERAGE

We will:

Regularly and systematically examine, adjust, lubricate and, whenever required by the wear and tear of normal elevator usage, repair or replace the equipment (except for the items stated hereafter), using trained personnel directly employed and supervised by us to maintain the equipment in proper operating condition.

Furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.

Relamp all signals as required during regular examinations only.

Periodically examine and test the hydraulic system and/or governor, safeties and buffers on the equipment, at our expense, as outlined in the American National Standard Safety Code For Elevators and Escalators, A.N.S.I. A17.1, current edition as of the date this agreement is submitted. It is expressly understood and agreed that we will not be liable for any damage to the building structure occasioned by these tests.

ITEMS NOT COVERED

We assume no responsibility for the following items, which are not included in this agreement:

The cleaning, refinishing, repair or replacement of

- Any component of the car enclosure including removable panels, door panels, sills, car gates, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
- Hoistway enclosure, hoistway gates, door panels, frames and sills.
- Cover plates for signal fixtures and operating stations.
- Intercommunication systems used in conjunction with the equipment.
- Main line power switches, breakers and feeders to controller.
- Emergency power plant and associated contactors.
- Emergency car light and all batteries, including those for emergency lowering.
- Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.
- Jack unit cylinder, buried piping and buried conduit.

PRORATED ITEMS

The items listed on the schedule below show wear and will have to be replaced in the future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this agreement, an extra at the time the items listed are first replaced by us. Your cost for the replacements will be determined by prorating the total charge of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this agreement, and we agree to pay for that portion used since the date of this agreement.

SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

HOURS OF SERVICE

We will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. We include emergency minor adjustment callback service during regular working hours of our regular working days.

THIS CONTRACT INCLUDES 24 HOUR MINOR EMERGENCY CALLBACKS.

If overtime work is not included and we are requested by you to perform work outside of our regular working hours, you agree to pay us for the difference between regular and overtime labor at our regular billing rates.

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian.
- Your responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to us any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- You will provide us unrestricted access to the equipment, and a safe workplace for our employees.
- You will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- You agree that you will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

TERM

This agreement is effective as of FEBRUARY 22, 1993 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first ~~five~~ year or at the end of any subsequent ~~five~~ year period by giving the other party at least ninety (90) days prior written notice.

This agreement may not be assigned without our prior consent in writing.

CONDITIONS OF SERVICE

No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgement as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, you agree to pay us as an extra to this agreement for such work at our regular billing rates.

We shall not be required to make tests other than those specified in the extent of coverage, nor to install new attachments or devices whether or not recommended or directed by insurance companies or by federal, state, municipal or other authorities, to make changes or modifications in design, or make any replacement with parts of a different design or to perform any other work not specifically covered in this agreement.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that your own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible or liable for any loss, damage, detention, or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including any strike or lockout which interferes with the performance of work at the building site or our ability to obtain parts or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

PRICE

The price for the service as stated herein shall be [REDACTED]
*****Dollars (\$ [REDACTED]) per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes which may now or hereafter be applicable to the services to be performed under this agreement.

This price shall be adjusted annually and such adjusted price shall become effective as of each anniversary date of the agreement, based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this agreement is \$ [REDACTED] of which \$ [REDACTED] constitutes fringe benefits.

A service charge of 1½ % per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection costs or court costs in connection therewith.

SPECIAL CONDITIONS

THE CONTRACT PRICE WILL BE (\$ [REDACTED] PER MONTH FOR NINE (9) MONTHS FOR WARRANTY ON YOUR ELEVATORS WHICH IS LESS [REDACTED] % OFF THE FULL CONTRACT PRICE OF \$ [REDACTED] PER MONTH. ONCE THE NINE (9) MONTH WARRANTY PERIOD HAS EXPIRED, THE ORIGINAL FULL CONTRACT PRICE OF \$ [REDACTED] WILL AUTOMATICALLY RESUME FOR THE DURATION OF THE CONTRACT.

ADDITIONAL PROVISIONS

This instrument contains the entire agreement between the parties hereto and is submitted for acceptance within 30 days from the date executed by us, after which time it is subject to change. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement.

We reserve the right to terminate this agreement at any time by notice in writing should payments not be made in accordance with the terms herein.

Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of conflict.

ACCEPTANCE BY YOU AND SUBSEQUENT APPROVAL BY AN EXECUTIVE OFFICER OF DOVER ELEVATOR COMPANY WILL BE REQUIRED BEFORE THIS AGREEMENT BECOMES EFFECTIVE.

Accepted: GOLDEN NUGGET HOTEL & CASINO

(Full Legal Company Name or Individual Purchaser)

By: [Signature]

(Signature of Authorized Official)

Richard L. Neal

(Type or Print Name)

Title Vice President & Chief Financial Officer

(Type or Print)

Date Signed: 02/25/93

BILLING ADDRESS:

GOLDEN NUGGET HOTEL & CASINO

P.O. BOX 77111

LAUGHLIN, NV 89028-7711

DOVER ELEVATOR COMPANY

3330 POLLUX

LAS VEGAS, NV 89102

DOVER USE ONLY

By: [Signature]

JON W. OLSEN, SALES REPRESENTATIVE

Date Signed: Feb 22, 1993

APPROVED: DOVER ELEVATOR COMPANY

By: [Signature]

LINDA K. PIERSON
CONTRACT ANALYST

Date Signed: FEB 22 1993

EXHIBIT I

EXHIBIT I

APRIL SERVICE RECORDS - GOLDEN NUGGET LAUGHLIN

TKE Account History Report

Report Run Date: 22-JUL-2016 16:31:46 Branch: 108950 Branch Name: Start Date: 01-APR-2015 End Date: 31-MAY-2015 Activity Status: PROCESSED SR Priority: Customer Acct#: Customer Name: Unit Serial#: US135385 Contract#: US50117 Building Name: Route#: SR#: Include PM: Yes Include Callbacks: Yes Include SI: Yes Include Repairs: Yes



GOLDEN NUGGET HOTEL 2300 S CABIN DR LAUGHLIN 89002-1520

TKE Preventive Maintenance

SN: US135385 OEM SerNo: CE42504-5 Description: #1 UP

Assigned To

DUTCHER, CHRISTOPHER M

Activity Code: SR #: 13506166 Task #: 7389572 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: oiled stepchairs

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
04/10/2015 01:30:00 PM	04/10/2015 01:30:00 PM	04/10/2015 02:00:00 PM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins
GOLDEN NUGGET HOTEL - TKE Preventive Maintenance Subtotal					
			0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins

MAY SERVICE RECORDS - GOLDEN NUGGET LAUGHLIN

TKE Account History Report

Report Run Date: 22-JUL-2016 16:36:03 Branch: 108950 Branch Name: Star Date: 01-APR-2015 End Date: 31-MAY-2015 Activity Status: PROCESSED SR Priority: Customer Acct#: Customer Name: Unit Serial#: US135386 Contract#: US50117 Building Name: Route#: SR#: Include PM: Yes Include Callbacks: Yes Include SI: Yes Include Repairs: Yes



Site Name: GOLDEN NUGGET HOTEL 200 S CASINO DR LAUGHLIN 89029-1520

TKE Callback

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down
Assigned To: DUTCHER, CHRISTOPHER M
Incident Date: 05/25/2015 Act Start Date: 05/25/2015 Act End Date: 05/26/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 4 hrs 0 mins Total Hrs: 4 hrs 0 mins
Incident Date: 06:11:00 PM Act Start Date: 06:00:00 AM Act End Date: 12:00:00 PM

Activity Code: SR #: 14178064 Task #: 727173 Priority: P2 Contractual Payroll Status: PROCESSED

Description: HAD ACCIDENT ON ESC. INJURED. PARAMEDICS TOOK CUST TO HOSPITAL. SVC TUE AM. PER PROTOCOL HAVE TKE LOOK AT ESC. CALLER: GEORGE PH: 7022387111

Resolution: down escalator, filed out incident report, see report for information, reviewed security footage, performed visual inspection with state inspector, some travis unit returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Incident Date: 05/12/2015 Act Start Date: 05/12/2015 Act End Date: 05/12/2015 Travel Hrs: 0 hrs 15 mins Labor Hrs: 0 hrs 30 mins Total Hrs: 0 hrs 45 mins
Incident Date: 06:18:00 PM Act Start Date: 07:45:00 PM Act End Date: 08:30:00 PM

Activity Code: SR #: 13998264 Task #: 7632101 Priority: P2 Contractual Payroll Status: PROCESSED

Description: PERSON FELL AND WAS HURT. UNDC. SVC. STUCK CALLER: STANLEY VOSS PH: 7022387410

Resolution: down escalator, accident, guest went to hospital, unit down unit state inspector has inspected unit

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Incident Date: 05/07/2015 Act Start Date: 05/07/2015 Act End Date: 05/07/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 3 hrs 0 mins Total Hrs: 3 hrs 0 mins
Incident Date: 10:57:46 AM Act Start Date: 12:00:00 PM Act End Date: 03:00:00 PM

Activity Code: SR #: 13937272 Task #: 7598203 Priority: P2 Contractual Payroll Status: PROCESSED

Description: #2 DOWN ESC HANDRAIL SQUEAKING TOO MUCH CALLER: DON PH: 702-604-7005

Resolution: down escalator, acquired grease gun, proper grease and searched for new step rollers, greased all stepchain roller assemblies that take grease, observed operation and returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Incident Date: 04/24/2015 Act Start Date: 04/24/2015 Act End Date: 04/24/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 0 hrs 30 mins Total Hrs: 0 hrs 30 mins
Incident Date: 09:54:46 AM Act Start Date: 12:00:00 PM Act End Date: 12:30:00 PM

Activity Code: SR #: 13729600 Task #: 7488729 Priority: P2 Contractual Payroll Status: PROCESSED

Description: DOWN ESC NOT WORKING CALLER: PEGGY PH: 702 298 7161

Resolution: down escalator, unit reported not restarting, unit running on arrival

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

GOLDEN NUGGET HOTEL - TKE Callback Subtotal 0 hrs 15 mins 8 hrs 0 mins 8 hrs 15 mins

GNL 000049

SR: N/A, GOLDENBUCKS HOTEL 200 S. MAIN ST. LAUGHER, NV 89429

TKE Preventive Maintenance

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Activity Code: SR #: 14243662 Task #: 7761948 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, customer relations with don hartman about cracked steps and worn stepchain

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Activity Code: SR #: 14216198 Task #: 7747560 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, acquired 2 quotes for part replacement, printed obsolescence and replacement policy statement, fabricated escalator steps with step body cracks, faxed in accident reports, barricaded unit and cleaned all faces of steps and inspected for cracks as layed out in kongs bulletin, observed operation and returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Activity Code: SR #: 14024680 Task #: 7645676 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: called state inspector for accident inspection, met with inspector steve robertson and reviewed security video, visually inspected escalator, observed unit in normal operating condition and returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Activity Code: SR #: 13506168 Task #: 7369573 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, customer reported noises, picked up parts from riverside, replace railwheel rollers on 6 steps and tightened the stepreads

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505-5 Description: #2 Down

Assigned To: DUTCHER, CHRISTOPHER M

Activity Code: SR #: 13506170 Task #: 7369574 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: oiled stepchains

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

Incident Date: 05/27/2015 Act Start Date: 05/28/2015 Act End Date: 05/28/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 2 hrs 0 mins Total Hrs: 2 hrs 0 mins

Incident Date: 05/27/2015 Act Start Date: 05/27/2015 Act End Date: 05/27/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 7 hrs 0 mins Total Hrs: 7 hrs 0 mins

Incident Date: 05/13/2015 Act Start Date: 05/13/2015 Act End Date: 05/13/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 2 hrs 0 mins Total Hrs: 2 hrs 0 mins

Incident Date: 04/10/2015 Act Start Date: 04/10/2015 Act End Date: 04/10/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 6 hrs 0 mins Total Hrs: 6 hrs 0 mins

Incident Date: 04/10/2015 Act Start Date: 04/10/2015 Act End Date: 04/10/2015 Travel Hrs: 0 hrs 0 mins Labor Hrs: 0 hrs 30 mins Total Hrs: 0 hrs 30 mins

EXHIBIT J

EXHIBIT J



EXHIBIT "A"

Case # :

2015-00200

Golden Nugget Hotel & Casino
LAUGHLIN

Case Report

Reported By: RYAN KNUPP

Incident	Offender	Incident Disposition
LAUGHLIN : GUEST MEDICAL		
LAUGHLIN : GUEST ACCIDENT		
Disposition	Method of Reporting	
REPORT	OFFICER OBSERVED	
Incident Occurred Date	Incident Occurred End Date	Incident Discovered / Called In
05/12/2015 at 1928	05/12/2015 at 1955	05/12/2015 at 1928
Location	Specific Location	
LAUGHLIN : ESCALATOR	DOWN ESCALATOR TO BUBBA GUMP'S RESTAURANT	
Secondary Location	Related Event	
	None	
Manager/Supervisor On Duty	Manager/Supervisor Notified	
RYAN KNUPP	YES	
Report Synopsis/Overview		
Unknown male African-American patron fell down the escalator to Bubba Gump's restaurant.		

List of supplemental reports

Follow Up 2015-00200_1

List of contacts in this report

, UNKNOWN

INJURED PERSON

Contact # 1 (INJURED PERSON)

Full Name

UNKNOWN

Drivers License Drivers License State Email Address

UNKNOWN

Age	Date of Birth	Gender	Race
		M	BLACK

Height	Weight	Hair Color	Eye Color
5'10"	175	BLACK	BLACK

Approx. Age	Demeanor	Build	Clothing
60+		MEDIUM	T-SHIRT AND BLUE JEANS

Notes

UNABLE TO GET HIS INFORMATION AT THE TIME.

Addresses

Prepared By:
RYAN KNUPP(187707)

Submitted Date
05/12/2015 2057

Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

Case # :

2015-00200

Address:

UNKNOWN

City State Zip Country Address Type

UNKNOWN

Prepared By:
RYAN KNUFF(187707)

Submitted Date
05/12/2015 2057

Signature

Reviewed By/Date
DOWNS 05/14/2015 0927

EXHIBIT "B"

Payment Overview (UDRY Golden Nugget (All AP - Entry))			
Operating Unit		Payee	
Number	80369	Paid To Name	THYSSENKRUPP ELEVATOR
Currency	USD	Taxpayer ID	62-1211267
Amount	31,017.00	Supplier Number	10787
Date	10/24/2012	Site	ATL-PO BOX 93
Payment Process Request	WN GNL 102412	Address	PO BOX 933004 ATLANTA, GA 31193-3004 United States
Voucher			
Status	Reconciled	Bank	
Cleared Amount	31,017.00	Name	BANK OF AMERICA
Cleared Date	11/06/2012	Account	Laughlin - AP
Void Date		Payment Document	
Maturity Date		Payment Method	Check
Acknowledged Status		Payment Process Profile	
Invoices			
Number	Amount Paid	GL Date	Description
Q22814DP	31,017.00	10/24/2012	
<div> <div>Invoice Overview</div> <div>Bank</div> <div>Supplier</div> <div>Payments</div> </div>			

Payment Overview (LIBRY Golden Nugget (M) AP Entry)			
Operating Unit		Payee	
Number	81809	Paid To Name	THYSSENKRUPP ELEVATOR
Currency	USD	Taxpayer ID	62-1211267
Amount	31,197.00	Supplier Number	10787
Date	02/01/2013	Site	ATL-PO BOX 9
Payment Process Request	WN GNL 20113	Address	PO BOX 933004 ATLANTA, GA 91193-3004 United States
Voucher			
Status	Reconciled	Bank	
Cleared Amount	31,197.00	Name	BANK OF AMERICA
Cleared Date	02/11/2013	Account	Laughlin - AP
Void Date		Payment Document	
Maturity Date		Payment Method	Check
Acknowledged Status		Payment Process Profile	
Invoices			
Number	Amount Paid	GL Date	Description
6000020161	31,197.00	02/01/2013	
<div> <div>Invoice Overview</div> <div>Bank</div> <div>Supplier</div> <div>Payments</div> </div>			

EXHIBIT “C”

ELEVATOR AND ESCALATOR
RESULTS OF INSPECTION

ISSUANCE DATE
INSPECTOR'S NEVADA ID#
INSPECTOR'S QEI- ID#
PAGE# 1 OF 1
INSPECTION DATE:
INSPECTION LOCATION

2/13/15
1748
63250

2/11/15 - 2/13/15
2300 S. CASINO DR
LAS VEGAS, NV. 89029

OWNER OR OWNERS AGENT: GOLDEN NUGGET HOTEL & CASINO

The following items are found to be in violation. In the interest of safety, these items shall receive your prompt attention. Once corrected, IT IS IMPORTANT that you notify us immediately at 702-296-1092.

ITEM#	STANDARD, REGULATION OR SECTION OF THE ACT OF VIOLATION DESCRIPTION	CORRECTION DATE	PENALTY
	Inspection Done Following A17.1 (08) CODE		
①	RULE 8.11.2.1.3 (a) (3) REPLACE RUSTED, UNDERSIZE HOIST CABLES, ALLOWED .578 ACTUAL SIZE .564.		
	USER # G2 STATE # 5038	3/13/15	
	NO OTHER DISCREPANCIES NOTED. ALL TESTING & MAINTENANCE UP TO DATE		
	OK TO ISSUE OPERATING PERMITS		
	THIS NOTICE ACTS AS PERMIT UNTIL RECEIVED.		

1. This notice of violation is issued in lieu of a citation and may not be contested. Before accepting this notice, you have the option to choose that a citation be issued, in which case normal appeals procedures will apply.

Total Item count this page 1

2. Acceptance of this Notice constitutes an agreement to correct the violations described. Failure to correct by the specified date may subject the owner or his agent to citations and penalties.

Total Item count this page 1

3. If any items are repetitive of violations previously found in the past two (2) years, this notice may be voided and a citation issued.

4. If you need additional time to correct any violation, or you feel the correction date is unreasonable, please contact us for consultation within five (5) days of issuance date.

5. I accept the above violation(s)

Explained to and copy received by:

6. Inspector's name and signature:

W. Schaefer 2/13/15
W. Schaefer

EXHIBIT "D"

BRIAN SANDOVAL
Governor

STATE OF NEVADA

STEVE GEORGE
Administrator

BRUCE BRESLOW
Director



RANDY JEWETT
Chief Administrative
Officer

Phone: (702) 486-9054
Fax: (702) 486-9176

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS

MECHANICAL COMPLIANCE SECTION

1301 N. Green Valley Parkway, Suite 160
Henderson, Nevada 89074

Elevator Accident Report

Date / Time of Accident: <u>5-12-15 8:15 pm</u>		Date / Time Reported: <u>5-13-15 8:07 AM</u>				
Inspector Responding: <u>Steve Robertson</u>		Time & Date of Arrival: <u>5-13-15 11:00 AM</u>				
Location: <u>GOLDEN NUGGETT</u>		Stuck: Yes <input type="checkbox"/> No <input type="checkbox"/>				
Elevator:		Escalator: <u>DOWN</u>				
Moving Walk:						
Injured Party's Name:	Visible Injuries:		Injuries Claimed:		Medical Attention:	
	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Received <input checked="" type="checkbox"/> Refused <input type="checkbox"/>			
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Received <input type="checkbox"/> Refused <input type="checkbox"/>			
	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Received <input type="checkbox"/> Refused <input type="checkbox"/>			
Video Footage Taken:		Photo's Taken:		Copies of Report Available:		
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
Video Footage Denied:		Photo's Denied:		Copies of Report Denied:		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/>		
Visible Injuries:						
Claimed Injuries:						
<u>CUT ON HEAD</u>						
Description of Accident: <u>got on ESCALATOR with CANE</u> (Use additional sheets if needed) <u>LOST BALANCE + FELL</u>						
Contributing Factors:						
<u>CANE</u>						
Condition of Equipment:						
<u>GOOD</u>						
Direct Cause of Accident:						
<u>LOSS OF BALANCE</u>						
Documents Included:						
<u>Report # 200</u>						

Revised 12/5/2014

EXHIBIT "E"

EXHIBIT “E”

www.urban-hub.com

From: Panaro, Larry
Sent: Tuesday, June 16, 2015 4:29 PM
To: Hartmann, Don
Cc: Olsen, Scott
Subject: Damaged Escalator Steps (Down Unit)
Importance: High

Good Afternoon Don,

It was great catching up with you last week. Per our conversation, and your conversations with Chris Dutcher (TKE Mechanic), attached are the proposals to replace the damaged/cracked escalator steps on the "Down" unit at the Golden Nugget Laughlin. As we discussed, this is a safety matter for the riding public. There are currently 40 steps showing signs of cracking, and 5 of the 40 are critical. At this time, we recommend replacing the 40 steps, however, the 5 steps need to be addressed asap.

As you will notice, the price per step is significantly less if all 40 can be replaced at once (versus doing only 5 steps).

Please call me with any further questions or concerns pertaining to this correspondence.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

ThyssenKrupp Elevator Americas
4145 W. Ali Baba, Suite A
Las Vegas, NV 89118

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

Monthly Safety Message - Remember: Report all accidents in a timely manner!

www.thyssenkruppelevator.com

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WORK ORDER



Recommended by: Dutcher, Christopher

Date:	June 16, 2015	Purchaser	Golden Nugget
Building Name:	GOLDEN NUGGET HOTEL	Contact Name:	DON HARTMANN
Address:	2300 S CASINO DR	Title:	DIRECTOR OF FACILITIES
City/ST/ZIP:	LAUGHLIN, NV 89029-1520	Address:	
Contract #:		City/ST/ZIP:	
		Phone:	+1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN

ESCALATOR

ESCALATOR STEPS

STEP ROLLERS/ROLLER ASSEMBLIES

Safety Matter

As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axle step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. Therefore, we are proposing as Option #1 the following: We shall replace the critical steps (5 steps) on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.

Option #2 will be included in a subsequent proposal and will be to replace all forty (40) steps at this time.

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ThyssenKrupp

Purchaser agrees to pay the sum of: Six Thousand Nine Hundred Seventy Dollars (\$6,970.00) plus any applicable sales tax billed in addition to this contract price.

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

ThyssenKrupp Elevator Americas



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



ThyssenKrupp

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



ThyssenKrupp

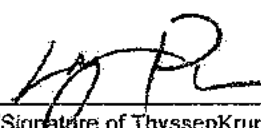
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775 6-15-15 (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117110		June 16, 2015	ACIA-ZQU21Z

Total Contract Price	\$6,970.00
Current Amount Due	\$3,485.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

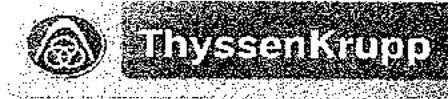
Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQU21Z
Quote #:	2015-2-117110
Customer Number:	
Remittance Amount:	3485

Customer Name: Golden Nugget
Site Location: GOLDEN NUGGET HOTEL

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date:	June 16, 2015	Purchaser	Golden Nugget
Building Name:	GOLDEN NUGGET HOTEL	Contact Name:	DON HARTMANN
Address:	2300 S CASINO DR	Title:	DIRECTOR OF FACILITIES
City/ST/ZIP:	LAUGHLIN, NV 89029-1520	Address:	
Contract #:		City/ST/ZIP:	
		Phone:	+1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN
ESCALATOR

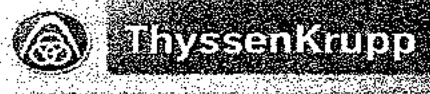
ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

Safety Matter

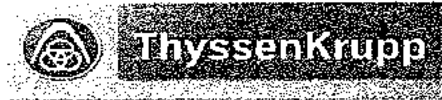
As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. At this time, we do recommend replacing all identified cracked steps. Therefore, we are proposing as Option #2 the following: We shall replace all steps (40 steps) showing signs of cracking on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.

ThyssenKrupp Elevator Americas



Purchaser agrees to pay the sum of: Forty Nine Thousand Eight Hundred Eighty Dollars (\$49,880.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



ThyssenKrupp

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



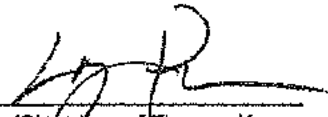
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator Corporation manager.

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775 6-15-15 (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



ThyssenKrupp

SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117143		June 16, 2015	ACIA-ZQUY0B

Total Contract Price	\$49,880.00
Current Amount Due	\$24,940.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQUY0B
Quote #:	2015-2-117143
Customer Number:	
Remittance Amount:	24940

Customer Name: Golden Nugget
Site Location: GOLDEN NUGGET HOTEL

INVOICE

Page: 1 of 1 KONE Spares



Invoice number: 1157017206 Invoice Date: 07/14/2015 Customer Purchase Order No: 1003525 KONE Order No: 340496802 Billing Type: YF2 Salesperson: Mrs Meghan Ludin		Area Office: KONE Spares 325 19TH STREET MOLINE, IL 61265 PH: 800-343-3344 FAX: 309-762-7475 KONE hc, Federal 36 2357423	
Bill To: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Ship-To GOLDEN NUGGET LAUGHLIN 2300 S CASINO DR LAUGHLIN NV 89029 USA	
Payment Terms: ZUSB Net 30		Other Comments:	

Req	Ship	Quantity	Item Number	Description	Unit Price	Amount
	Pre	Curr	BO			
40	0	40	0	USP34244001 STEP, 3E THRU-AXLE SERVIC	\$ 420.00	\$ 16,800.00
Subtotal in USD						\$ 16,800.00
SHIPPING AND HANDLING						\$ 508.09
State Tax						\$ 772.80
County Tax						\$ 588.00
Total Invoice Amount in USD						\$ 18,668.89

Account
08/22.000.000.070.000.00
8/25/2015
10/21/15
E. K. KONE

Invoices not paid within 30 days are subject to a service charge of 1.5% per month or the maximum permitted by law.

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard/American Express/Discover or ACH payment

Payer: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Invoice number: 1157017206 Invoice Date: 07/14/2015 Customer Number: 12649754 KONE Order No: 340496802 Area Office No: Billing Type: YF2	
Remit to: KONE Spares 4156 P O BOX 894156 LOS ANGELES, CA 90189-4156		Amount paid if different than invoice amount: \$ INVOICE AMOUNT: USD \$ 18,668.89	

Use this address for payments only.
Direct calls and area correspondence to our area office above.

115701720600018668897

-----Original Message-----

From: Panaro, Larry
Sent: Wednesday, August 05, 2015 4:02 PM
To: 'Hartmann, Don'
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
Subject: RE: Damaged Escalator Steps (Down Unit)

Don,

Can you please call me at your earliest convenience to discuss specifics of this work, (702) 591-9422.

Thank you,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

ThyssenKrupp Elevator Americas
5440 S. Procyon St., Ste. B
Las Vegas, NV 89118

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

Monthly Safety Message - Remember: Report all accidents in a timely manner!

www.thyssenkruppelevator.com Facebook · Blog · Twitter · LinkedIn ·
Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com

-----Original Message-----

From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
Sent: Wednesday, August 05, 2015 3:59 PM
To: Panaro, Larry
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
Subject: Re: Damaged Escalator Steps (Down Unit)

This is not covered on our Maintenance Contract??

Sent from my iPhone

> On Aug 5, 2015, at 3:31 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

>

> Great Don, where were the steps purchased from?

>

> Would you just like me to revise my proposal for the labor only to install the steps?

>

> Thank you,

>

> Larry Panaro

> Account Manager

> Service, Repair and Modernization Sales

>

> ThyssenKrupp Elevator Americas

> 5440 S. Procyon St., Ste. B

> Las Vegas, NV 89118

>

> Phone: (702) 262-6775
 > Cell: (702) 591-9422
 > Fax: (866) 248-5612
 > <mailto:larry.panaro@thyssenkrupp.com>
 > Monthly Safety Message - Remember: Report all accidents in a timely manner!
 > -----
 > www.thyssenkruppelevator.com Facebook · Blog · Twitter · LinkedIn ·
 > Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com
 >
 >
 > -----Original Message-----
 > From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
 > Sent: Wednesday, August 05, 2015 3:27 PM
 > To: Panaro, Larry
 > Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
 > Subject: Re: Damaged Escalator Steps (Down Unit)
 >
 > We have the new steps in our Warehouse ready to be scheduled for install.
 >
 > Thank you
 >
 > Sent from my iPhone
 >
 >
 >> On Aug 5, 2015, at 3:24 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:
 >>
 >> Hi Don,
 >>
 >>
 >>
 >> I hope all is well. I just wanted to reach out to you and follow up
 >> on the escalator step matter at Golden Nugget Laughlin. Has a
 >> decision been made on which direction the property wants to go on
 >> these step replacement proposals?
 >>
 >>
 >>
 >> Chris Dutcher (TKE Laughlin Mechanic) brought it up to me again last
 >> week as a safety concern of his, that is why I thought I would reach
 >> out to you.
 >>
 >>
 >>
 >> Please let me know at your earliest convenience.
 >>
 >>
 >>
 >> Sincerely,
 >>
 >>
 >>
 >> Larry Panaro
 >>
 >> Account Manager
 >>
 >> Service, Repair and Modernization Sales
 >>
 >>
 >>
 >> ThyssenKrupp Elevator Americas

>>
>> 5440 S. Procyon St., Ste. B
>>
>> Las Vegas, NV 89118
>>
>>
>> Phone: (702) 262-6775
>>
>> Cell: (702) 591-9422
>>
>> Fax: (866) 248-5612
>>
>> <mailto:larry.panaro@thyssenkrupp.com>
>>
>> Monthly Safety Message - Remember: Report all accidents in a timely
>> manner!
>>
>> -----
>>
>> www.thyssenkruppelevator.com <<http://www.thyssenkruppelevator.com/>>
>>
>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
>> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <<https://plus.google.com/u/0/b/101712657051078702814/101712657051078702814>>
>> 028
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMik2PG6wp5wjK-UAMqUXXQ?feature=guid>>
>> e>
>>
>> Subscribe to our e-newsletter
>> <<http://thyssenkruppelevator.com/subscribe>>
>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
>>
>>
>>
>> From: Panaro, Larry
>> Sent: Tuesday, June 16, 2015 4:29 PM
>> To: 'Hartmann, Don'
>> Cc: Olsen, Scott
>> Subject: Damaged Escalator Steps (Down Unit)
>> Importance: High
>>
>>
>>
>> Good Afternoon Don,
>>
>>
>>
>> It was great catching up with you last week. Per our conversation,
>> and your conversations with Chris Dutcher (TKE Mechanic), attached
>> are the proposals to replace the damaged/cracked escalator steps on the "Down"
>> unit at the Golden Nugget Laughlin. As we discussed, this is a
>> safety matter for the riding public. There are currently 40 steps
>> showing signs of cracking, and 5 of the 40 are critical. At this
>> time, we recommend replacing the 40 steps, however, the 5 steps need
>> to be addressed asap.

>>
>>
>>
>> As you will notice, the price per step is significantly less if all
>> 40 can be replaced at once (versus doing only 5 steps).
>>
>>
>>
>> Please call me with any further questions or concerns pertaining to
>> this correspondence.
>>
>>
>>
>> Sincerely,
>>
>>
>>
>> Larry Panaro
>>
>> Account Manager
>>
>> Service, Repair and Modernization Sales
>>
>>
>>
>> ThyssenKrupp Elevator Americas
>>
>> 4145 W. Ali Baba, Suite A
>>
>> Las Vegas, NV 89118
>>
>>
>>
>> Phone: (702) 262-6775
>>
>> Cell: (702) 591-9422
>>
>> Fax: (866) 248-5612
>>
>> <mailto:larry.panaro@thyssenkrupp.com>
>>
>> Monthly Safety Message - Remember: Report all accidents in a timely
>> manner!
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>> www.thyssenkruppelevator.com <<http://www.thyssenkruppelevator.com/>>
>>
>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
>> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <[https://plus.google.com/u/0/b/101712657051078702814/1017126570510787](https://plus.google.com/u/0/b/101712657051078702814/1017126570510787028)
>> 028
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guid>
>> e>
>>
>> Subscribe to our e-newsletter
>> <<http://thyssenkruppelevator.com/subscribe>>

>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
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>>
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>> <GN Laughlin - 5 Esc Steps.pdf>
>> <GN Laughlin - 40 Esc Steps.pdf>

INVOICE

Page: 1 of 1 KONE Spares



Invoice Number: 1157033639 Invoice Date: 08/12/2015 Customer Purchase Order No: 1004752 KONE Order No: 340514250 Billing Type: YF2 Salesperson: Mr Daniel Whitcanack		Area Office: KONE Inc. Federal 325 19TH STREET MOLINE, IL 61265 PH: 800-343-3344 FAX: 309-762-7475	
Bill To: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Ship-To: GOLDEN NUGGET LAUGHLIN 2300 S CASINO DR LAUGHLIN NV 89029 USA	
Payment Terms: ZUSB Net 30		Other Comments:	

Req	Pre	Quantity	BO	Item Number	Description	Unit Price	Amount
40	0	40	0	USP29864	ROLLER, 4"DIA 7/8"WIDE	\$ 58.00	\$ 2,320.00
Subtotal in USD						\$	2,320.00
SHIPPING AND HANDLING						\$	71.89
State Tax						\$	106.72
County Tax						\$	81.20
Total Invoice Amount in USD						\$	2,579.81

Account 8/17.00.00.070.000.000
0872.000.000.0700.000.0000

Invoices not paid within 30 days are subject to a service charge of 1.5% per month or the maximum permitted by law.

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard/American Express/Discover or ACH payment

Payer: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Invoice number: 1157033639 Invoice Date: 08/12/2015 Customer Number: 12649754 KONE Order No: 340514250 Area Office No: Billing Type: YF2	
Remit to: KONE Spares 4156 P O BOX 894156 LOS ANGELES, CA 90189-4156		Amount paid if different than invoice amount: \$ INVOICE AMOUNT: USD \$ 2,579.81	

Use this address for payments only.
Direct calls and area correspondence to our area office above.

115703363900002579813



GOLDEN NUGGET HOTEL & CASINO
Las Vegas, NV, 89104
Office 702.386.8157 Fax: 702.387.4457

PURCHASE ORDER

GOODS WILL NOT BE ACCEPTED UNLESS THIS PURCHASE ORDER NUMBER
APPEARS ON ALL INVOICES, PACKAGES, PACKING SLIPS AND BILLS OF LADING

P.O Number :	1008826
Type :	STANDARD
Order Date:	04-JAN-16
Due Date :	08-JAN-16
Entered by :	Garcia, Irais Rubi
Approved By :	Meyer, Robert
Buyer :	Irais, Garcia

VENDOR :
THYSSENKRUPP ELEVATOR
PO BOX 933004
ATLANTA, GA 91193-3004 UNITED STATES

SHIP TO:
0872 - GOLDEN NUGGET LAUGHLIN
2300 SOUTH CASINO DR.
LAUGHLIN, NV 89029 UNITED STATES

BILL TO :
ACCOUNTS PAYABLE
P.O.BOX 77111
LAUGHLIN, NV 89028 UNITED STATES

Notes :
QUOTE/ PROPOSAL DATED 11/1/15 BY LARRY PANARO
PLEASE CONFIRM RECEIPT OF THIS PO TO:

IRAIS GARCIA
P: 702-386-8192
F: 702-387-4457
igarcia@goldennugget.com

REQUESTOR: CODI GIBSON
DEPT: ENGINEERING

THERE MAY BE FREIGHT

PLEASE EMAIL INVOICE TO: GNLVAP@GOLDENNUGGET.COM

Ordered By	Effective Date	Expiration Date	Ship Via	F.O.B	Terms
Irais, Garcia					IMMEDIATE
Remarks :	RFQ. 1010108 - ENGINEERING - CODI GIBSON				
Comments :	0872				

Line	Item Number	Description + Comment	UNIT	COST	Taxable	Quantity	Amount
1	3084016	40 escalator steps to be installed by ThyssenKrupp (LABOR ONLY)	Lot	11500.00	N	1	\$11500.00
Total Amount							\$ 11,500.00

EXHIBIT “F”

Steven D. Grierson

SAO
IQBAL LAW PLLC
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
101 Convention Center Dr., Suite 1175
Las Vegas, Nevada 89109
1-(702) 750-2950 (Tel)
1-(702) 825-2841 (V-Fax)
info@ilawlv.com

Attorneys for Plaintiff Joe N. Brown and Nettie J. Brown

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN, an individual, and his Wife,
NETTIE J. BROWN, an individual

Plaintiffs,

vs.

LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC, a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP.; DOE
INDIVIDUALS 1-100; ROE BUSINESS
ENTITIES 1-100,

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

**STIPULATION AND ORDER TO
EXTEND DISCOVERY DEADLINES AND
CONTINUE TRIAL**

(THIRD REQUEST)

AND ASSOCIATED CASES

Pursuant to EDCR 2.35, it is hereby agreed and stipulated, by and between Plaintiffs JOE N. BROWN and NETTIE J. BROWN ("Plaintiffs"), by and through their counsel of record, Mohamed A. Iqbal, Jr., Esq., of the law firm of Iqbal Law PLLC; Defendants GNL, CORP. ("GNL"), LANDRY'S, INC. ("Landry's"), and GOLDEN NUGGET, INC. dba 'GOLDEN NUGGET LAUGHLIN ("GNI"), by and through its counsel of record, Alexandra McLeod, Esq., of the law firm of Grant & Associates; and Third-Party Defendant, THYSSENKRUPP ELEVATOR CORPORATION ("TKE"), by and through its counsel of record Rebecca L.

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1 of 10

03-05-18 P04:01 IN

1 Mastrangelo, Esq., of the law firm Rogers, Mastrangelo, Carvalho & Mitchell, that the parties
2 respectfully request the Court grant an order to extend all discovery deadlines and continue trial
3 as follows:

4 **I. EDCR 2.35 STATEMENT**

5 **A. DISCOVERY COMPLETED [(B)(1)]**

6 Plaintiffs

7 November 22, 2016

Plaintiffs propounded their first set of requests for admission, requests for production of documents, and interrogatories to Defendant GNL.

9 November 29, 2016

Plaintiffs served their Initial Disclosures under NRCp 16.1.

11 March 3, 2017

Plaintiffs served their responses to Third-Party Defendant TKE's Demand for Prior Pleadings and Discovery.

13 April 7, 2017

Plaintiffs served their second set of disclosures of witnesses and documents.

15 April 7, 2017

Plaintiff Joe N. Brown served his responses to GNL's first set of requests for admissions, requests for production of documents, and interrogatories to Defendant GNL.

17 April 19, 2017

Plaintiffs propounded their first set of requests for production, requests for admissions, and interrogatories to Landry's and GNL.

20 June 19, 2017

Plaintiff Nettie J. Brown served her responses to GNL's first set of requests for admissions.

22 June 20, 2017

Plaintiff Nettie J. Brown served her responses to GNL's first set of interrogatories.

24 June 21, 2017

Plaintiff Nettie J. Brown served her responses to GNL's first set of requests for production of documents.

26 September 8, 2017

Plaintiffs propounded their second set of requests for production of documents to GNL.

27 **STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE**
28 **TRIAL**

1	November 19, 2017	Plaintiffs served their Plaintiffs' Third Set of Witnesses and Documents.
2	December 11, 2017	Plaintiffs served their Fourth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1.
3		
4	December 12, 2017	Plaintiffs served their Fifth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1.
5	December 12, 2017	Plaintiffs served their Supplemental NRCP 16.1(a)(1)(C) Computation of Damages.
6		
7	January 4, 2018	Plaintiffs served their First Set of Requests for Production of Documents to Third-Party Defendant Thyssenkrupp Elevator Corporation.
8		
9	January 23, 2018	Plaintiffs served their Notice of Taking Videotaped Deposition of Don Hartmann, Director of Facilities at the Laughlin Nugget.
10		
11	January 24, 2018	Deposition of Don Hartmann.
12	<u>GNL</u>	
13	June 30, 2016	Defendant GNL, Corp. served its Initial List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
14		
15	February 2, 2017	Defendant GNL, Corp. served its First Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
16		
17	February 2, 2017	Defendant GNL, Corp propounded its first set of requests for production of documents, requests for admissions, and interrogatories to Plaintiff Joe N. Brown.
18		
19		
20	February 2, 2017	Defendant GNL, Corp. served its responses to Plaintiffs' first set of requests for production of documents, requests for admissions, and interrogatories.
21		
22		
23	March 3, 2017	Defendant GNL, Corp. served its Second Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
24		
25	March 3, 2017	Defendant GNL, Corp. served its Supplemental Responses to Plaintiffs' first set of interrogatories and requests for production of documents.
26		

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1 May 8, 2017 Defendant GNL, Corp. propounded its first set of
2 requests for production of documents, requests for
3 admissions, and interrogatories to Plaintiff Nettie J.
4 Brown.
5 June 30, 2017 Defendant GNL, Corp. served its NRCP 7.1
6 Disclosure Statement.
7 July 10, 2017 Defendant/Third-Party Plaintiff GNL, Corp. served
8 responses to Third-Party Defendant TKE's first set
9 of requests for admission, requests for production of
10 documents, and interrogatories.
11 July 25, 2017 Defendant GNL, Corp. served its Third
12 Supplemental List of Witnesses and Documents
13 Pursuant to NRCP 16.1 Disclosure.
14 July 25, 2017 Defendant GNL, Corp. served its Notice of Taking
15 of Deposition of Plaintiff Nettie J. Brown.
16 August 16, 2017 Deposition of Nettie J. Brown.
17 August 29, 2017 Defendants GNL, Corp., GNI, and Landry's served
18 a Fourth Supplemental List of Witnesses and
19 Documents Pursuant to NRCP 16.1.
20 August 31, 2017 Defendants GNL, Corp., GNI, and Landry's served
21 a Fifth Supplemental List of Witnesses and
22 Documents Pursuant to NRCP 16.1 Disclosure.
23 September 6, 2017 Defendants GNL, Corp., GNI, and Landry's served
24 a Sixth Supplemental List of Witnesses and
25 Documents Pursuant to NRCP 16.1 Disclosure.
26 September 19, 2017 Defendants GNL, Corp., GNI, and Landry's served
27 a Seventh Supplemental List of Witnesses and
28 Documents Pursuant to NRCP 16.1 Disclosure.
September 21, 2017 Defendant/Third-Party Plaintiff GNL, Corp.
propounded its first set of requests for admission,
requests for production of documents, and
interrogatories to Third-Party Defendant TKE.
October 6, 2017 Defendants GNL, Corp., GNI, and Landry's served
an Eighth Supplemental List of Witnesses and
Documents Pursuant to NRCP 16.1 Disclosure.

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE
TRIAL

1	October 20, 2017	Defendants GNL, Corp., GNI, and Landry's served a Ninth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
2		
3	October 20, 2017	Defendant GNL, Corp. served its response to Plaintiffs' second set of requests for production of documents.
4		
5	November 21, 2017	Defendants GNL, Corp., GNI, and Landry's served their Tenth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
6		
7	November 30, 2018	Defendants GNL, Corp., GNI, and Landry's served their Eleventh Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
8		
9	January 20, 2018	Defendants GNL, Corp., GNI, and Landry's served their Twelfth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
10		
11	January 20, 2018	Defendant GNL, Corp. served its Supplemental Response to Plaintiffs' Request for Production No. 16.
12		
13		
14	February 1, 2018	Defendants GNL, Corp., GNI, and Landry's served their Thirteenth Supplemental List of Witnesses and Documents Pursuant to NRCP 16.1 Disclosure.
15		
16	February 1, 2018	Defendant GNL, Corp. served its Second Supplemental Response to Plaintiffs' Request for Production No. 16.
17		
18	<u>Landry's</u>	
19	May 22, 2017	Defendant Landry's served its responses to Plaintiffs' first set of interrogatories, requests for production of documents, and requests for admissions.
20		
21	June 30, 2017	Defendant Landry's served its NRCP 7.1 Disclosure Statement.
22		
23	July 10, 2017	Defendant Landry's served its "corrected" responses to Plaintiffs' first set of interrogatories.
24		
25	November 21, 2017	Defendant Landry's served its Supplemental Responses to Plaintiffs' First Set of Requests for Production of Documents.
26		

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1	November 21, 2017	Defendant Landry's served its Supplemental Responses to Plaintiffs' First Set of Interrogatories.
2		
3	<u>GNI</u>	
4	May 22, 2017	Defendant GNI served its responses to Plaintiffs' first set of interrogatories, requests for production of documents, and requests for admissions.
5		
6	June 30, 2017	Defendant GNI served its NRCP 7.1 Disclosure Statement.
7		
8	July 10, 2017	Defendant GNI served its "corrected" responses to Plaintiffs' first set of interrogatories.
9		
10	November 21, 2017	Defendant GNI served its Supplemental Responses to Plaintiffs' First Set of Requests for Production of Documents.
11		
12	November 21, 2017	Defendant GNI served its Supplemental Responses to Plaintiffs' First Set of Interrogatories.
13	<u>TKE</u>	
14	April 18, 2017	Third-Party Defendant TKE served its Early Case Conference List of Witnesses and Production of Documents.
15		
16	May 24, 2017	Third-Party Defendant TKE propounded its requests for admission, requests for production of documents and interrogatories to Defendant/Third-Party Plaintiff GNL, Corp.
17		
18		
19	June 6, 2017	TKE served its Subpoena for Deposition of Steve Robertson from the Department of Business and Industry, Division of Industrial Relations, Mechanical Compliance Section scheduled on July 11, 2017.
20		
21		
22	July 10, 2017	TKE served its Notice to Vacate Deposition of Steve Robertson scheduled on July 11, 2017.
23		
24	July 13, 2017	TKE served its Subpoena for Deposition of Steve Robertson from the Department of Business and Industry, Division of Industrial Relations, Mechanical Compliance Section scheduled on August 21, 2017.
25		
26		

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1	August 21, 2017	Deposition of Steve Robertson.
2	October 24, 2017	Third-Party Defendant TKE served its responds to
3		Defendant/Third-Party Plaintiff GNL Corp.'s first
4	October 30, 2017	set of requests for admission.
5		Third-Party Defendant TKE's First Supplement to
6	November 3, 2017	Early Case Conference List of Witnesses and
7		Production of Documents.
8		Third-Party Defendant TKE responded to
9	November 11, 2017	Defendant/Third-Party Plaintiff's first set of
10		requests for production of documents and
11	November 17, 2017	interrogatories.
12		Third-Party Defendant TKE served its Second
13	November 17, 2017	Supplement to Early Case Conference List of
14		Witnesses and Production of Documents.
15	December 13, 2017	Third-Party Defendant TKE served its Third
16		Supplement to Early Case Conference List of
17	January 17, 2018	Witnesses and Production of Documents.
18	February 6, 2018	Third-Party Defendant TKE served its Notice of
19		Taking Videotaped Deposition of Joe N. Brown.
20		Third-Party Defendant TKE served its Amended
21		Notice of Taking Videotaped Deposition of Joe N.
22		Brown.
23		Deposition of Joe N. Brown.
24		Third-Party Defendant TKE served its Response to
25		Plaintiffs' First Set of Requests for Production of
26		Documents.

B. DISCOVERY THAT REMAINS TO BE COMPLETED [(B)(2)]

Additional written discovery to the extent necessary, and based in part on the resolution of the discovery disputes between Plaintiff and defendants GNL, Landry's, and GNI; and depositions of parties, witnesses, and experts, including but not limited to NRCP 30(b)(6) witnesses from GNL, Landry's, GNI, and TKE.

///

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1 **C. THE REASONS WHY THE REMAINING DISCOVERY REQUIRES MORE**
2 **TIME [(B)(3)]**

3 The parties have made progress in discovery to date. However, certain motions have
4 been heavily litigated and the extensive motion practice and disputes over the permissibility and
5 scope of discovery have led to delays such that the parties believe changes to the existing
6 deadlines are necessary to permit a full and fair adjudication of the case. In addition, recently-
7 produced documents from the defendants and third-party defendant have indicated the need for
8 additional follow-up discovery. Finally, Plaintiffs' expert Stephen Carr has recently experienced
9 a health matter requiring his hospitalization and necessitating a continuance of the expert
10 reporting deadlines.

11 **D. A PROPOSED SCHEDULE FOR COMPLETING ALL REMAINING**
12 **DISCOVERY [(b)(4)]**

13 Last day to amend pleadings or add parties: currently 3/5/18; requesting 7/3/18
14 Initial expert disclosures: currently 3/5/18; requesting 5/4/18
15 Rebuttal expert disclosures: currently 4/4/18; requesting 6/4/18
16 Discovery cut off: currently 6/5/18; requesting 10/3/18
17 Last day to file dispositive motions: currently 7/4/18; requesting 11/1/18

18 **E. THE CURRENT TRIAL DATE [(b)(5)]**

19 The current trial date is September 10, 2018. The parties request a brief continuance of
20 the trial in accordance with the proposed discovery deadlines above.

21 ///

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25
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27 **STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE**
28 **TRIAL**

1
2 F. STATEMENT REGARDING EXTENSIONS [(b)(6)]

3 This is the third requested extension. The prior requests were both made by stipulation.

4 IT IS SO STIPULATED.

5 DATED this 5th day of ~~February~~ 2018.

6 IQBAL LAW PLLC

DATED this ___ day of February 2018.

GRANT & ASSOCIATES

7
8
9 MOHAMED A. IQBAL, JR., ESQ.

Nevada Bar No. 10623

10 101 Convention Center Drive, Suite 1175

Las Vegas, Nevada 89109

11 Attorneys for Plaintiffs,

12 JOE N. BROWN and NETTIE J. BROWN

ALEXANDRA MCLEOD, ESQ.

Nevada Bar No. 8185

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

13 Attorneys for Defendants, GNL, CORP.,

LANDRY'S, INC., and GOLDEN NUGGET,
INC.

14 DATED this 5 day of ~~February~~ 2018.

15 ROGERS, MASTRANGELO, CARVALHO
& MITCHELL

16
17 Ca #14403 for
REBECCA L. MASTRANGELO, ESQ.

18 Nevada Bar No. 5417

700 S. 3rd Street

19 Las Vegas, NV 89101

20 Attorneys for Third-Party Defendants,

THYSSENKRUPP ELEVATOR CORPORATION

21
22 ORDER

23 IT IS HERBY ORDERED that the discovery deadlines are extended as follows:

24 DESCRIPTION

NEW DEADLINE

25 Last day to amend pleadings or add parties:

7/3/18

26
27 STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE
28 TRIAL

1
2 **F. STATEMENT REGARDING EXTENSIONS [(b)(6)]**

3 This is the third requested extension. The prior requests were both made by stipulation.
4 IT IS SO STIPULATED.


5 DATED this ____ day of February 2018.

DATED this 28 day of February 2018.

6 IQBAL LAW PLLC

GRANT & ASSOCIATES

7
8
9 MOHAMED A. IQBAL, JR., ESQ.
Nevada Bar No. 10623
10 101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109
11 *Attorneys for Plaintiffs,*
12 *JOE N. BROWN and NETTIE J. BROWN*


13 ALEXANDRA MCLEOD, ESQ.
Nevada Bar No. 8185
14 7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
15 *Attorneys for Defendants, GNL, CORP.,*
LANDRY'S, INC., and GOLDEN NUGGET,
INC.

13 DATED this ____ day of February 2018.

14 **ROGERS, MASTRANGELO, CARVALHO**
15 **& MITCHELL**

16
17 REBECCA L. MASTRANGELO, ESQ.
18 Nevada Bar No. 5417
700 S. 3rd Street
19 Las Vegas, NV 89101
20 *Attorneys for Third-Party Defendants,*
THYSSENKRUPP ELEVATOR CORPORATION

21
22 **ORDER**

23 IT IS HERBY ORDERED that the discovery deadlines are extended as follows:

24 **DESCRIPTION**

NEW DEADLINE

25 Last day to amend pleadings or add parties:

7/3/18

26
27 **STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE**
28 **TRIAL**

1 Initial expert disclosures: 5/4/18
2 Rebuttal expert disclosures: 6/4/18
3 Discovery cut off: 10/3/18
4 Last day to file dispositive motions: 11/1/18

5 IT IS FURTHER ORDERED that an amended scheduling order will not be issued. This
6 Stipulation and Order will take the place of the amended scheduling order.

7 IT IS FURTHER ORDERED that the September 10, 2018, trial date is hereby
8 VACATED, and will be reset in accordance with the discovery deadlines outlined above.


9 DATED this 9th day of March 2017.

10  JOANNA S. KISHNER
11  DISTRICT COURT JUDGE

12
13
14 **LAW LV**

15 Respectfully submitted by:

16 IQBAL LAW PLLC

17 
18 MOHAMED A. IQBAL, JR., ESQ.
19 Nevada Bar No. 10623
20 101 Convention Center Drive, Suite 1175
21 Las Vegas, Nevada 89109
22 Attorneys for Plaintiffs,
23 JOE N. BROWN and NETTIE J. BROWN
24
25
26
27
28

Trial continued until the 1/7/19 trial stack.
An Amended Order Scheduling Trial will issue separately.

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

DSO

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

JOE N. BROWN, et al.,
Plaintiffs,
v.
LANDRY'S, INC., et al.,
Defendants.

CASE NO. A739887
DEPT NO. XXXI

SCHEDULING ORDER

(Discovery/Dispositive Motions/Motions to Amend or Add Parties)

NATURE OF ACTION: **Personal injury - fall**

DATE OF FILING JOINT CASE CONFERENCE REPORT(S): **11/10/16**

TIME REQUIRED FOR TRIAL: **10-14 days**

DATES FOR SETTLEMENT CONFERENCE: **None requested**

Counsel for Plaintiffs:
Mohamed A. Iqbal, Jr., Esq., Iqbal Law

Counsel for Defendant GNL, CORP.:
Lee J. Grant II, Esq., Grant & Associates

Counsel representing all parties have been heard and after
consideration by the Discovery Commissioner,

IT IS HEREBY ORDERED:

1. all parties shall complete discovery on or before
12/5/17.

1 2. all parties shall file motions to amend pleadings or
2 add parties on or before 9/6/17.

3 3. all parties shall make initial expert disclosures
4 pursuant to N.R.C.P. 16.1(a)(2) on or before 9/6/17.

5 4. all parties shall make rebuttal expert disclosures
6 pursuant to N.R.C.P. 16.1(a)(2) on or before 10/5/17.

7 5. all parties shall file dispositive motions on or
8 before 1/4/18.

9
10 Certain dates from your case conference report(s) may have
11 been changed to bring them into compliance with N.R.C.P. 16.1.

12 Within 60 days from the date of this Scheduling Order, the
13 Court shall notify counsel for the parties as to the date of
14 trial, as well as any further pretrial requirements in addition
15 to those set forth above.

16 Unless otherwise directed by the court, all pretrial
17 disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at
18 least 30 days before trial.


19 Motions for extensions of discovery shall be made to the
20 Discovery Commissioner in strict accordance with E.D.C.R. 2.35.
21 Discovery is completed on the day responses are due or the day a
22 deposition begins.

23 . . .

24 . . .

1 Unless otherwise ordered, all discovery disputes (except
2 disputes presented at a pre-trial conference or at trial) must
3 first be heard by the Discovery Commissioner.
4

5 Date: January 13, 2017

6
7 
8 DISCOVERY COMMISSIONER

9 **CERTIFICATE OF SERVICE**

10 I hereby certify that on the date filed, I placed a copy
11 of the foregoing DISCOVERY SCHEDULING ORDER in the attorney
12 folder(s), mailed or e-served as follows:

13 Mohamed A. Iqbal, Jr., Esq.
14 Lee J. Grant II, Esq.

15 
16 COMMISSIONER DESIGNEE
17
18
19
20
21
22
23
24
25
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27
28


CLERK OF THE COURT

1 **TPC**
ANNALISA N. GRANT, ESQ.
2 Nevada Bar No. 11807
GRANT & ASSOCIATES
3 7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
4 Phone: (702) 940-3529
5 Fax: (855)-429-3413
Annalisa.Grant@aig.com

6 Attorney for Defendant/Third-Party Plaintiff
7 GNL, CORP.

8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 * * *

11 JOE N. BROWN, an individual, and his Wife,
12 NETTIE J. BROWN, an individual,
Plaintiffs,

13 vs.

14 LANDRY'S, INC., a foreign corporation;
15 GOLDEN NUGGET, INC. a Nevada
corporation, d/b/a GOLDEN NUGGET
16 LAUGHLIN; GNL, CORP., a Nevada
corporation; DOE INDIVIDUALS 1-100,
ROE BUSINESS ENTITIES 1-100,

17 Defendants.

18
19 GNL, CORP., a Nevada corporation;

20 Third-Party Plaintiff,

21 vs.

22 Thyssenkrupp Elevator Corporation, a Foreign
Corporation; DOES 1-75; ROE
23 CORPORATIONS 1-75; and ROE
CORPORATIONS 1-25

24 Third-Party Defendants
25
26

27 ///

CASE NO.: A-16-739887-C
DEPT. NO.: XXXI

DEFENDANT/THIRD-PARTY
PLAINTIFF GNL, CORP.'S THIRD-
PARTY COMPLAINT

Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3529
Facsimile No. (855) 429-3413

DEFENDANT/THIRD-PARTY PLAINTIFF GNL, CORP.'S THIRD-PARTY COMPLAINT

COMES NOW, Defendant/Third-Party Plaintiff GNL, CORP. ("Defendant/Third-Party Plaintiff"), by and through its attorney Annalisa N. Grant, Esq. of GRANT & ASSOCIATES, and as to Third-Party Defendant Thyssenkrupp Elevator Corporation, including DOES 1-75 and ROE CORPORATION 1-75, and each of them, complain and allege as follows:

GENERAL ALLEGATIONS

1. Third-Party Defendant Thyssenkrupp Elevator Corporation, at all times relevant herein, was and is a foreign corporation duly authorized to, and did conduct business, in the State of Nevada.

2. Defendant/Third-Party Plaintiff is ignorant of the true names and capacities of all Third-Party Defendants sued by this Third-Party Complaint as Does 1 through 75, inclusive and, therefore, Defendant/Third-Party Plaintiff sues Third-Party Defendants by such fictitious names. Defendant/Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendants designated at DOES 1 through 75, inclusive, are legally responsible in some manner for the damages alleged. Upon information and believe, Defendant/Third Party Plaintiff believes DOES 1 through 75, inclusive had some responsibility for the manufacture, installation, maintenance, replacement, repair, alteration, abuse, or misuse of the subject escalator. Defendant/Third-Party Plaintiff will amend this Third-Party Complaint to allege the true names, capacities, and liabilities of DOES 1 through 75, inclusive, when ascertained.

3. Defendant/Third-Party Plaintiff is ignorant of the true names and capacities of all Third-Party Defendants sued by this Third-Party Complaint as Roe Corporations 1 through 75, inclusive and, therefore, Defendant/Third-Party Plaintiff sues Third-Party Defendants by such fictitious names. Defendant/Third-Party Plaintiff is informed and believes, and thereon alleges, that Third-Party Defendants designated at ROE CORPORATIONS 1 through 75, inclusive, are legally responsible in some manner for the damages alleged. Upon information and believe, Defendant/Third Party Plaintiff believes ROE CORPORATIONS 1 through 75, inclusive had some responsibility for the manufacture, installation, maintenance, replacement, repair,

1 alteration, abuse, or misuse of the subject escalator. Defendant/Third-Party Plaintiff will amend
2 this Third-Party Complaint to allege the true names, capacities, and liabilities of ROE
3 CORPORATIONS 1 through 75, inclusive, when ascertained.

4 4. Defendant/Third-Party Plaintiff has been sued by Plaintiffs, JOE N. BROWN
5 and NETTIE J. BROWN, in the above-entitled action for personal injuries and damages JOE N.
6 BROWN alleges were caused because of a May 11, 2015, incident wherein the Plaintiffs were
7 guests at the Golden Nugget Laughlin. Plaintiff JOE N. BROWN alleges that as he was
8 attempting to use an escalator, he was unable to steady himself with his cane. When he reached
9 for the escalator handrail, he was blocked by a stationary metal railing running the length of the
10 escalator, and was unable to steady himself with the handrail, and as a proximate result thereof,
11 Plaintiff JOE N. BROWN was injured. Plaintiff alleges negligent installation, manufacture,
12 maintenance, and repair of the subject escalator, among other allegations.

13 5. Defendant/Third-Party Plaintiff denies any liability in this matter.

14 6. That upon information and believe, the maintenance and upkeep of the subject
15 escalator at the Golden Nugget Laughlin was performed by Thyssenkrupp Elevator Corporation,
16 DOES 1-75 and ROE CORPORATION 1-75.

17 7. In the event GNL, CORP. is found liable to Plaintiffs, or any other party, for
18 damages as a result of the incident or occurrence described in Plaintiffs' Complaint or any other
19 complaint, cross-claim, or counter-claim brought against GNL, CORP. in this matter, GNL,
20 CORP.'s liability is based upon and attributable to the acts or omissions of Thyssenkrupp
21 Elevator Corporation, and/or DOES 1-75 and ROE CORPORATION 1-75.

22 **FIRST CLAIM FOR RELIEF**

23 **(Apportionment and Contribution against Third-Party Defendants)**

24 8. Defendant/Third-Party Plaintiff refers to and incorporates by reference
25 paragraphs 1 through 7 of this Third-Party Complaint as though fully set forth herein.

26 9. As a result of the acts and/or omissions of Third-Party Defendants, and each of
27 them, claims in excess of ten thousand dollars (\$10,000.00) have been made by JOE N.
28

BROWN and NETTIE J. BROWN against Defendant/Third-Party Plaintiff, for damages allegedly sustained in connection with the escalator that is the subject of this instant litigation.

10. Defendant/Third-Party Plaintiff denies each and every material allegation of the Complaint filed against it by JOE N. BROWN and NETTIE J. BROWN and will prove that it has not committed any act of negligence in any manner as stated in Plaintiffs' claims. Further, Defendant/Third-Party Plaintiff will prove that all allegations and claims made against it, and any damages awarded as a result of those claims, arose from negligence on the part of Third-Party Defendants.

11. The damages which have been alleged and the claims made against Defendant/Third-Party Plaintiff, by the Plaintiffs, are the result, in whole or in part, of the acts and/or omissions of Third-Party Defendants.

12. If Plaintiffs recover against Defendant/Third-Party Plaintiff by way of judgment, order, settlement, compromise or trial, then, based upon the acts and/or omissions of the Third-Party Defendants, Defendant/Third-Party Plaintiff is entitled to apportionment of the amount of negligence and/or fault attributable to Third-Party Defendants, and to contribution from Third-Party Defendants as set forth in N.R.S. 17.225, et seq.

13. It has been necessary Defendant/Third-Party Plaintiff to retain the services of a lawyer to defend against Plaintiffs' claims and assert this Third-Party Complaint. Accordingly, Defendant/Third-Party Plaintiff is entitled to the recovery of its reasonable attorney's fees and costs incurred herein.

SECOND CLAIM FOR RELIEF

(Breach of Contract against Third-Party Defendants)

14. Defendant/Third-Party Plaintiff repeats and re-alleges the allegations of paragraphs 1 through 13 as though fully set forth herein.

15. Defendant/Third-Party Plaintiff is informed and believes and thereon alleges Third-Party Plaintiff entered into written, oral and implied Agreements with Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each of them, for

1 maintenance of the escalators which are the subject matter of this litigation. The Agreements
2 contemplated, among other things, that Third-Party Defendants, including DOES 1-75 and ROE
3 CORPORATION 1-75, and each of them, as designated above, would deliver to
4 Defendant/Third-Party Plaintiff all labor and services performed in a good and workmanlike
5 manner, and that the escalator would be properly maintained. Plaintiffs' First Amended
6 Complaint alleges that the maintenance was performed in a defective and/or negligent manner,
7 thereby resulting in damages to Plaintiffs.

8 16. Defendant/Third-Party Plaintiff is informed and believes, and thereon alleges,
9 that Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each
10 of them, as designated above, entered into written, oral and implied Agreements with
11 Defendant/Third-Party Plaintiff, and were to comply with each and every term and condition
12 thereof.

13 17. Defendant/Third-Party Plaintiff is informed and believes, and thereon alleges,
14 that Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each
15 of them, may have entered into contracts with others in the performance of services provided in
16 the maintenance for the escalator, and Defendant/Third-Party Plaintiff herein is further informed
17 and believes, and thereon allege that the injuries claimed by Plaintiffs were caused by Third-
18 Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each of them, by
19 their agents and/or employees.

20 18. Defendant/Third-Party Plaintiff has performed all conditions, covenants and
21 promises required by it in accordance with the terms and conditions of the aforementioned
22 Agreements entered into with Third-Party Defendant and/or its Related Entities, Third-Party
23 Defendants, and each of them, agreed to indemnify Defendant/Third-Party Plaintiff, and/or its
24 Related Entities in the event of claims such as those set forth in Plaintiffs' First Amended
25 Complaint, pursuant to the following or substantially similar contractual terms:

26 It is understood, in consideration of our performance of the service enumerated
27 herein at the price stated, that nothing in this agreement shall be construed to
28 mean that we assume any liability on account of accidents to persons or property
except those directly due to negligent acts of Dover Elevator Company or its

1 employees, and that your own responsibility for accidents to persons or properties
2 while riding on or being on or about the aforesaid equipment referred to, is in no
way affected by this agreement.

3 19. Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75,
4 and each of them, as designated above, have breached the aforementioned Agreements by
5 failing and neglecting to properly perform the labor and services as contemplated by the parties
6 to Agreements, and by failing to comply with each and every term of the contract, and that
7 Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each of
8 them, among other things, maintenance in a defective and/or negligent manner at the subject
9 escalator thereby causing the injuries alleged by Plaintiffs in the Amended Complaint.

10 20. Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75,
11 and each of them, as designated above, have breached the aforementioned Agreements by
12 failing to perform their work (a) in compliance with the applicable standard of care, (b) in a
13 good and workmanlike manner and (c) in a manner that was consisted with their legal
14 obligations as set forth in the various Agreements. Further, Third-Party Defendants, including
15 DOES 1-75 and ROE CORPORATION 1-75, and each of them, have breached their
16 Agreements by failing to indemnify Defendant/Third-Party Plaintiff as a result of Plaintiffs'
17 Complaint.

18 21. As a direct and proximate result of the breach of the aforementioned Agreements
19 by Third-Party Defendants, including DOES 1-75 and ROE CORPORATION 1-75, and each of
20 them, Defendant/Third-Party Plaintiff has been injured in the amount in excess of \$10,000.00
21 according to the proof at the time of trial.

22 22. That it has been necessary for Defendant/Third-Party Plaintiff to retain the law
23 firms of GRANT & ASSOCIATES to defend this action and prosecute this Third-Party
24 Complaint and therefore, Defendant/Third-Party Plaintiff is entitled to reasonable attorney fees,
25 costs, and pre-judgment interest.

26 ///

27 ///

THIRD CLAIM FOR RELIEF

(For Breach of Express and Implied Warranties against Third-Party Defendants)

23. Defendants/Third-Party Plaintiff alleges and incorporate by reference each of the allegations set forth in paragraphs 1 through 22 as though fully set forth herein.

24. Defendant/Third-Party Plaintiff is informed and believes and thereon alleges that Third-Party Defendants impliedly warranted that the escalators supplied to the hotel, were manufactured, installed, and maintained in a reasonably workmanlike manner, and that they were of a merchantable quality and safe and fit for their foreseeable and/or intended purpose.

25. That Third-Party Defendants were aware, at all times relevant to the manufacture, installation, and maintenance of the escalators, of the intended use of the escalators that is the subject of the Plaintiffs' Complaint (and all amendments thereto).

26. Defendant/Third-Party Plaintiff relied on the skill and judgment of Third-Party Defendants in relation to the manufacture, installation, and maintenance of the escalator and related elements installed at the hotel.

27. Plaintiffs allege in the Complaint (and all amendments thereto) that Defendant/Third-Party Plaintiff is somehow liable for the alleged damages, if any, in relation to the allegedly negligent manufacture, installation, and maintenance of the escalator. Defendant/Third-Party Plaintiff, by way of Answer to Plaintiffs' Complaint (and all amendments thereto), has denied and continues to deny the allegations. If, however, it should be determined that the Defendant/Third-Party Plaintiff is in some manner responsible to the Plaintiffs, or any other party, for damages, then Defendant/Third-Party Plaintiff is informed and believes and thereon alleges that any such damage was caused by Third-Party Defendants' failure to properly perform its work, or failure to properly manufacture, supply, provide, install, and/or maintain fit and merchantable materials thereby breaching its implied warranties of merchantability and/or fitness for particular purposes, as well as the breach of implied warranties to perform their work in a proper and workmanlike manner.

28. Defendant/Third-Party Plaintiff has provided notice, or by this Third-Party

1 Complaint provides notice, to Third-Party Defendants of breach of said implied warranties.

2 29. Defendant/Third-Party Plaintiff alleges that, by virtue of its breach of implied
3 warranties, the Third-Party Defendants are liable to Defendant/Third-Party Plaintiff for resulting
4 damages, including, but not limited to, the expenses in defending the Plaintiffs' Complaint, any
5 judgment or settlement ultimately favoring the Plaintiffs, and the expense of maintaining this
6 Third-Party Complaint.

7 30. As a result of Third-Party Defendants' breach of implied warranties,
8 Defendant/Third-Party Plaintiff has been damaged in a sum in excess of \$10,000.00, but which
9 is currently unascertainable in total, and Defendant/Third-Party Plaintiff will seek leave of
10 Court to amend this Third-Party Complaint when such sum can be reasonably ascertained.

11 31. It has been necessary for Defendant/Third-Party Plaintiff to retain the services of
12 the law offices of GRANT & ASSOCIATES to defend this action and bring this Third-Party
13 action and therefore, Defendant/Third-Party Plaintiff is entitled to recover reasonable attorney
14 fees, costs and pre-judgment interest.

15 **FOURTH CLAIM FOR RELIEF**

16 **(Equitable Indemnification Against Third-Party Defendants)**

17 32. Defendant/Third-Party Plaintiff repeats and re-alleges the allegations of
18 paragraphs 1 through 31 as though fully set forth herein.

19 33. Plaintiff JOE N. BROWN alleges that he sustained injuries as a result of alleged
20 negligent maintenance of the escalator at the Golden Nugget Laughlin.

21 34. Defendant/Third-Party Plaintiff alleges that it is in no way legally responsible for
22 the events giving rise to Plaintiffs' causes of action and is in no legally responsible in any
23 manner for the damages allegedly sustained by said Plaintiffs. If, contrary to the foregoing
24 allegations, Defendant/Third-Party Plaintiff herein is held to be liable for all or any part of the
25 claim for damages asserted against Defendant/Third-Party Plaintiff by the Plaintiffs, then
26 Defendant/Third-Party Plaintiff is informed and believes, and based upon such information and
27 belief, alleges that Third Party Defendants, and each of them, were negligent and breached
28

warranties. Defendant/Third-Party Plaintiff is informed and believes at this time that the above acts of the Third Party Defendants, and each of them, were the proximate cause of the damages and/or losses to Plaintiffs.

35. By reason of the foregoing, Third Party Defendants, and each of them, are responsible and liable for any such damages, in direct proportion to the extent of their negligence and breaches in bringing about said damages. If Defendant/Third-Party Plaintiff is found to be responsible for any of the damages of the Plaintiffs, then Defendant/Third-Party Plaintiff is entitled to judgment over and against Third Party Defendants, and each of them, in an amount proportionate to the amount of Defendant/Third-Party Plaintiff's financial responsibility for such damages that exceed its portion of responsibility, if any.

36. That it has been necessary for Defendant/Third-Party Plaintiff to retain the law firms of GRANT & ASSOCIATES to defend this action and prosecute this Third-Party Complaint and therefore, Defendant/Third-Party Plaintiff is entitled to reasonable attorney fees, costs, and pre-judgment interest.

DATED this 23rd day of January, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Phone: (702) 940-3529
Fax: (855)-429-3413
Annalisa.Grant@aig.com

Attorney for Defendant
GNL, CORP.

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of GRANT & ASSOCIATES and that on this 23rd day of
3 January, 2017 I served a true and correct copy of the foregoing **DEFENDANT/THIRD-**
4 **PARTY PLAINTIFF GNL, CORP.'S THIRD-PARTY COMPLAINT** by serving as
5 follows:
6

7 x Through the Court authorized electronic mail to all parties listed on the master
8 service pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR;

9 depositing said document(s) with the U.S. Postal Service;

10 addressed to the following person(s) at the address(es) listed below:

11 Mohamed A. Iqbal, Jr., Esq.
12 Christopher Mathews, Esq.
13 101 Convention Center Drive, Suite 1175
14 Las Vegas, NV 89109
15 Ph: 702-750-2950
16 Fax: 702-825-2841
17 mal@llawlv.com
18 *Attorney for Plaintiffs*

19 */s/ Diana Smith*

20 _____
21 An Employee of
22 GRANT & ASSOCIATES
23
24
25
26
27
28

Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3529
Facsimile No. (855) 429-3413


CLERK OF THE COURT

1 ANS
2 REBECCA L. MASTRANGELO, ESQ.
3 Nevada Bar No. 5417
4 ROGERS, MASTRANGELO, CARVALHO & MITCHELL
5 300 South Fourth Street, Suite 710
6 Las Vegas, Nevada 89101
7 Phone (702) 383-3400
8 Fax (702) 384-1460
9 rmastrangelo@rmcmlaw.com
10 Attorneys for Third-Party Defendant
11 THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

11 JOE N. BROWN, an individual, and his wife,
12 NETTIE J. BROWN, an individual,

13 Plaintiffs,

14 vs.

15 LANDRY'S INC., a foreign corporation;
16 GOLDEN NUGGET, INC., a Nevada
17 corporation d/b/a GOLDEN NUGGET
18 LAUGHLIN; GNL, CORP., a Nevada
19 corporation; DOE INDIVIDUALS 1-100,
20 ROE BUSINESS ENTITIES 1-100,

21 Defendants.

22 GNL, CORP., a Nevada corporation;

23 Third-Party Plaintiff,

24 vs.

25 THYSSENKRUPP ELEVATOR CORPORATION
26 a foreign corporation; DOES 1-75; ROE
27 CORPORATIONS 1-75 and ROE
28 CORPORATIONS 1-25,

Third-Party Defendants.

CASE NO. A-16-739887-C
DEPT. NO. XXXI

ANSWER TO THIRD-PARTY
COMPLAINT

Third-Party Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and
through its attorneys, ROGERS, MASTRANGELO, CARVALHO & MITCHELL, in response to
the Third-Party Complaint on file herein, admits, denies and alleges as follows:

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1 II

2 Answering Paragraph 33 of the Third-Party Complaint on file herein, Third-Party
3 Defendant admits the allegations contained therein.

4 III

5 Answering Paragraphs 34, 35 and 36 of the Third-Party Complaint on file herein, Third-
6 Party Defendant denies the allegations contained therein.

7 **AFFIRMATIVE DEFENSES**

8 **FIRST AFFIRMATIVE DEFENSE**

9 The Third-Party Plaintiff's Complaint on file herein fails to state a claim against Third-
10 Party Defendant upon which relief can be granted.

11 **SECOND AFFIRMATIVE DEFENSE**

12 The incident alleged in the Third-Party Plaintiff's Complaint and the resulting damage, if
13 any, to Third-Party Plaintiff was proximately caused or contributed to by the Third-Party
14 Plaintiff's own negligence, and such negligence was greater than the negligence, if any, of Third-
15 Party Defendant.

16 **THIRD AFFIRMATIVE DEFENSE**

17 This answering Third-Party Defendant alleges that the incident or incidents referred to in
18 Third-Party Plaintiff's Complaint, and all injuries and damages, if any, resulting therefrom, were
19 caused by the acts or omissions of a third party over whom this answering Third-Party Defendant
20 had no control.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 This answering Third-Party Defendant alleges that Third-Party Plaintiff failed to mitigate
23 its damages, if any.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 Pursuant to NRCP Rule 11, as amended, all possible affirmative defenses may not have
26 been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the
27

1 filing of Third-Party Defendant's Answer, and therefore, Third-Party Defendant reserves the right
2 to amend this Answer to allege additional affirmative defenses if subsequent investigation
3 warrants.

4 WHEREFORE, Third-Party Defendant, THYSSENKRUPP ELEVATOR
5 CORPORATION, prays as follows:

- 6 1. That Third-Party Plaintiff take nothing by reason of its Third-Party Complaint on
7 file herein;
- 8 2. That Third-Party Defendant be dismissed with costs and attorney's fees incurred
9 herein; and
- 10 3. For such other and further relief as the Court may deem just in the premises.

11 DATED this 16th day of February, 2017.

12 ROGERS, MASTRANGELO, CARVALHO &
13 MITCHELL

14 

15 Rebecca L. Mastrangelo, Esq.
16 Nevada Bar No. 5417
17 300 South Fourth Street, Suite 710
18 Las Vegas, Nevada 89101
19 Attorney for Third-Party Defendant
20 THYSSENKRUPP ELEVATOR CORPORATION
21
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify
3 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 17 day of
4 February, 2017, a true and correct copy of the foregoing ANSWER TO THIRD-PARTY
5 COMPLAINT was served via electronic means with the Eighth Judicial District Court, addressed
6 as follows, upon the following counsel of record:

7
8 Mohamed A. Iqbal, Jr., Esq.
9 Christopher Mathews, Esq.
10 101 Convention Center Drive, Suite 1175
11 Las Vegas, Nevada 89109
12 Attorneys for Plaintiffs

13
14 Annalisa N. Grant, Esq.
15 GRANT & ASSOCIATES
16 7455 Arroyo Crossing Parkway, Suite 300
17 Las Vegas, Nevada 89113
18 Attorneys for Defendant/Third-Party Plaintiff

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An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL


CLERK OF THE COURT

0123

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN; ET AL.,

PLAINTIFF(S),

VS.

LANDRY'S, INC.; ET AL.,

DEFENDANT(S).

Case No.: A-16-739887-C

Dept. No.: XXXI

**ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL CONFERENCE,
CALENDAR CALL, AND STATUS CHECK**

IT IS HEREBY ORDERED that:

A. Trial - This matter is set for a JURY TRIAL on a FIVE-WEEK Trial
Stack to begin on MARCH 19, 2018, at 9:00 a.m. in Department XXXI,
Courtroom 12B.

B. Pre-Trial Conference - A Pre-Trial Conference will be held on
FEBRUARY 15, 2018, beginning at 10:15 a.m. The designated trial
attorney(s), and/or parties in proper person, must be present, in person, for
the Pre-Trial Conference.

C. Calendar Call - A calendar call will be held on MARCH 13, 2018,
beginning at 9:00 a.m. Unless otherwise directed by the Court, the parties
must bring to Calendar Call the following:

- (1) Typed exhibit lists; with all stipulated exhibits marked;
- (2) All exhibits marked by counsel for identification purposes;
- (3) Jury instructions in two groups, unopposed and opposed;

- 1 (4) Proposed voir dire questions;
2 (5) List of depositions;
3 (6) List of equipment needed for trial, including audiovisual equipment;¹
4 and
5 (7) Courtesy copies of any legal briefs on trial issues.

6 D. **Status Check** - Parties are to appear on **JANUARY 9, 2018**,
7 beginning at 9:00 a.m., for a Status Check on the matter.

8 E. **Pre-Trial Memorandum** - The Pre-Trial Memorandum must be
9 filed no later than 4:00 p.m., on **MARCH 5, 2018**, with a courtesy copy delivered
10 to Department XXXI. All parties, (attorneys and parties in proper person) **MUST**
11 comply with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69.

12 Counsel should include in the Memorandum an identification of
13 orders on all motions in limine or motions for partial summary judgment
14 previously made, a summary of any anticipated legal issues remaining, a brief
15 summary of the opinions to be offered by any witness to be called to offer opinion
16 testimony as well as any objections to the opinion testimony.

17 F. **Motions in Limine** - All Motions in Limine, must be in writing and
18 filed no later than 8 weeks before Trial. **Orders shortening time will not be**
19 **signed except in extreme emergencies.**

20 G. **Discovery Issues** - All discovery deadlines, deadlines for filing
21 dispositive motions, and motions to amend the pleadings or add parties are
22 controlled by the previously issued Scheduling Order unless otherwise modified
23 by a subsequent Stipulation and Order. Pursuant to EDCR 2.35, any discovery
24

25
26 ¹ If counsel anticipates the need for audio visual equipment during the trial, a request must
27 be submitted to the District Courts AV department following the calendar call. You can
28 reach the AV Dept at 671-4539 or via E-Mail at koutzc@clarkcountycourts.us


1 issues must be heard before the Discovery Commissioner unless the scheduled
2 Trial date is affected.

3 **Failure of the designated trial counsel, or any party appearing in**
4 **proper person, to appear for any court appearances or to comply with this**
5 **Order shall result in any of the following: (1) dismissal of the action; (2)**
6 **default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or**
7 **any other appropriate remedy or sanction.**

9 Counsel is asked to notify the Court Recorder, 671-0897, at least two
10 weeks in advance if they are going to require a recorder and/or daily copies of
11 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
12 production of the transcripts and/or CDs.

13 Counsel is required to advise the Court immediately if the case settles or
14 is otherwise resolved prior to trial. A stipulation which terminates a case by
15 dismissal shall also indicate whether a Scheduling Order has been filed and, if a
16 trial date has been set, the date of that trial.

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19 DATED this 24th day of February, 2017

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23 JOANNA S. KISHNER
24 DISTRICT COURT JUDGE
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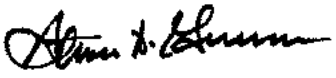
1
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on or about the date filed, a copy of this Order was
4 provided to all counsel, and/or parties listed below via one, or more, of the
5 following manners: via email, via facsimile, via US mail, via Electronic Service if
6 the Attorney/Party has signed up for Electronic Service, and/or a copy of this
7 Order was placed in the attorney's file located at the Regional Justice Center:

8 **MOHAMED A. IQBAL, JR., ESQ.**
9 **IQBAL LAW**

10 **LEE J. GRANT, II, ESQ.**
11 **GRANT & ASSOCIATES**

12
13
14 
15 **TRACY L. CORDOBA-WHEELER**
16 **JUDICIAL EXECUTIVE ASSISTANT**
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CLERK OF THE COURT

1 **ANS**
2 ANNALISA N. GRANT, ESQ.
3 Nevada Bar No. 11807
4 GRANT & ASSOCIATES
5 7455 Arroyo Crossing Parkway, Suite 300
6 Las Vegas, Nevada 89113
7 Phone: (702) 940-3529
8 Fax: (855) 429-3413
9 Annalisa.Grant@aig.com
10
11 Attorney for Defendants
12 LANDRY'S INC., and
13 GOLDEN NUGGET, INC.

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 *******
17 JOE N. BROWN, an individual, and his Wife,) **CASE NO.: A-16-739887-C**
18 NETTIE J. BROWN, an individual,) **DEPT. NO.: XXXI**
19 Plaintiffs,)
20 vs.) **DEFENDANTS LANDRY'S, INC. AND**
21) **GOLDEN NUGGET, INC.'S ANSWER**
22 LANDRY'S, INC., a foreign corporation;) **TO PLAINTIFFS' AMENDED**
23 GOLDEN NUGGET, INC. a Nevada) **COMPLAINT**
24 corporation, d/b/a GOLDEN NUGGET)
25 LAUGHLIN; GNL, CORP., a Nevada)
26 corporation; DOE INDIVIDUALS 1-100,)
27 ROE BUSINESS ENTITIES 1-100,)
28 Defendants.)

19
20 COME NOW Defendants LANDRY'S INC., a Delaware Corporation, and GOLDEN
21 NUGGET, INC., a Nevada Corporation, (hereinafter "Defendants"), by and through their
22 counsel of record, Annalisa N. Grant, Esq. of GRANT & ASSOCIATES, and hereby Answer
23 Plaintiffs' Amended Complaint as follows:

24 **I. THE PARTIES**

25 Answering Paragraph 1 of Plaintiffs' Amended Complaint, Defendants understand and
26 believe that Landry's headquarters are based in Houston, Texas. To the extent Defendants are
27 required to respond to the remaining allegations contained in this paragraph, Defendants deny
28 the same.

1 Answering Paragraphs 2 and 3 of Plaintiffs' Amended Complaint, these Answering
2 Defendants deny the allegations contained herein.

3 Answering Paragraph 4 of Plaintiffs' Amended Complaint, these Answering Defendants
4 admit that GNL, Corp. owns and operates a resort hotel called the Golden Nugget Laughlin.
5 Defendants deny the remaining allegations contained in this Paragraph.

6 Answering Paragraphs 5, 6, and 7 of the Amended Complaint, these Answering
7 Defendants are without sufficient information and knowledge to either admit or deny the
8 allegations contained therein and therefore deny the same.

9 **II. ALLEGATIONS COMMON TO ALL CLAIMS**

10 Answering Paragraphs 8, 9, 10, 11, 12, 13, 14, 15, and 16 of the Amended Complaint,
11 these Answering Defendants are without sufficient information and knowledge to either admit
12 or deny the allegations contained therein and therefore deny the same.

13 **III. JURISDICTION**

14 Answering Paragraph 17 of the Amended Complaint, these Answering Defendants are
15 not required to respond to this paragraph as it calls for legal conclusions. To the extent
16 Defendants are required to respond to the allegations contained in these paragraphs, Defendants
17 deny the same.

18 **IV. VENUE**

19 Answering Paragraphs 18 and 19 of the Amended Complaint, these Answering
20 Defendants are not required to respond to this paragraph as it calls for legal conclusions. To the
21 extent Defendants are required to respond to the allegations contained in these paragraphs,
22 Defendants deny the same.

23 **V. CAUSES OF ACTION**

24 Answering Paragraph 20 of Plaintiffs' Amended Complaint, these Answering
25 Defendants repeat and respond to Paragraphs 1 through 19 as though fully set forth herein.

26 Answering Paragraphs 21, 22, 23, 24, and 25 of Plaintiffs' Complaint, these Answering
27 Defendants deny the allegations contained herein.

28 ///

Second Cause of Action – Loss of Consortium

Answering Paragraph 26 of Plaintiffs' Amended Complaint, these Answering Defendants repeat and respond to Paragraphs 1 through 25 as though fully set forth herein.

Answering Paragraphs 27 and 28 of Plaintiffs' Complaint, these Answering Defendants deny the allegations contained herein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

These Answering Defendants allege that Plaintiffs' Complaint and each and every cause of action stated therein fails to state facts sufficient to constitute a cause of action, or any cause of action, as against these Answering Defendants.

SECOND AFFIRMATIVE DEFENSE

These Answering Defendants are informed and believe and thereon allege that Plaintiffs' alleged damages, if any, were and are, wholly or partially, contributed or proximately caused by Plaintiffs' recklessness and/or negligence, thus barring or diminishing Plaintiffs' recovery herein according to principles of comparative negligence.

THIRD AFFIRMATIVE DEFENSE

These Answering Defendants are not legally responsible for the acts and/or omissions of those Defendants named herein as DOES I through V, ROE BUSINESS ENTITIES I through V and ROE CORPORATIONS I through V.

FOURTH AFFIRMATIVE DEFENSE

These Answering Defendants are informed and believe and thereon alleges that if Plaintiffs herein suffered or sustained any loss, injury, damage or detriment, the same was directly and proximately caused and contributed to by the conduct, acts, omission, activities, carelessness, recklessness, negligence and/or intentional misconduct of said Plaintiffs thereby completely or partially barring Plaintiffs' recovery herein.

FIFTH AFFIRMATIVE DEFENSE

These Answering Defendants are informed and believe and thereon allege that they are not legally responsible in any fashion with respect to damages and injuries claimed by Plaintiffs

1 in the Amended Complaint; however, if these Answering Defendants are subject to any liability
2 to the Plaintiffs, it will be due, in whole or in part, to the breach of warranty, acts, omissions,
3 activities, carelessness, recklessness and negligence of others; wherefore, any recovery obtained
4 by Plaintiffs herein against these Answering Defendants should be reduced in proportion to the
5 respective negligence and fault and legal responsibility of all other parties, person and entities,
6 their agents, servants and employees who contributed to and/or caused any such injury and/or
7 damage, in accordance with the law of comparative negligence; the liability of these Answering
8 Defendants, if any, is limited in direct proportion to the percentage of fault actually attributed to
9 these Answering Defendants.

10 **SIXTH AFFIRMATIVE DEFENSE**

11 These Answering Defendants are informed and believe and thereon allege that at the
12 time and place of the incident alleged in Plaintiffs' Complaint, Plaintiffs knew of and fully
13 understood the danger and risk incident to its undertaking, but despite such knowledge,
14 Plaintiffs freely and voluntarily assumed and exposed themselves to all risk of harm and the
15 consequential injuries and damages, if any, resulting therefrom.

16 **SEVENTH AFFIRMATIVE DEFENSE**

17 These Answering Defendants are informed and believe and thereon allege that Plaintiffs'
18 Amended Complaint, and each and every cause of action contained therein, is barred by the
19 applicable Statute(s) of Limitation and/or Statute(s) of Repose.

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 These Answering Defendants are informed and believe and thereon allege that the
22 damages complained of in Plaintiffs' Complaint, if any, resulted from an unforeseeable Act of
23 God, thereby barring either partially or totally Plaintiffs' claimed damages herein.

24 **NINTH AFFIRMATIVE DEFENSE**

25 These Answering Defendants are informed and believes and thereon alleges that as to
26 each alleged cause of action, Plaintiffs have failed, refused and neglected to take reasonable
27 steps to mitigate their alleged damages, if any, thus barring or diminishing Plaintiffs' recovery
28 herein.

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FIFTEENTH AFFIRMATIVE DEFENSE

These Answering Defendants hereby are informed and believe and thereon allege that the Court lacks jurisdiction.

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiffs take nothing by virtue of the Amended Complaint on file herein;
2. For the costs of suit incurred herein;
3. That Defendants be awarded their attorneys' fees and costs of suit incurred to defend this action; and,
4. For any such other and further relief as this Court deems just and proper.

DATED this 3rd day of April, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant Esq.

ANNALISA N. GRANT, ESQ.

Nevada Bar No. 11807

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Phone: (702) 940-3529

Fax: (855) 429-3413

Annalisa.Grant@aig.com

Attorney for Defendants,
LANDRY'S INC., and
GOLDEN NUGGET, INC.

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of GRANT & ASSOCIATES and that on this 3rd day of
3 April, 2017, I served a true and correct copy of the foregoing **DEFENDANTS LANDRY'S,**
4 **INC. AND GOLDEN NUGGET, INC.'S ANSWER TO PLAINTIFFS' AMENDED**
5 **COMPLAINT** by serving as follows:

6
7 ☒ Through the Court authorized electronic mail to all parties listed on the master
8 service pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR;

9 ☐ depositing said document(s) with the U.S. Postal Service;

10 addressed to the following person(s) at the address(es) listed below:

11 Mohamed A. Iqbal, Jr., Esq.
12 Christopher Mathews, Esq.
13 101 Convention Center Drive, Suite 1175
14 Las Vegas, NV 89109

15 */s/ Diana Smith*

16 _____
17 An Employee of
18 GRANT & ASSOCIATES
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Grant & Associates
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Telephone No. (702) 940-3329
Facsimile No. (855) 429-3413

Steven D. Grierson

0123

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE BROWN; ET AL.,

Case No.: A-16-739887-C

PLAINTIFF(S),

Dept. No.: XXXI

VS.

LANDRY'S, INC.; ET AL.,

DEFENDANT(S).

**AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL
CONFERENCE, CALENDAR CALL, AND STATUS CHECK**

IT IS HEREBY ORDERED that:

A. Trial - This matter is set for a JURY TRIAL on a FIVE-WEEK Trial Stack to begin on JULY 2, 2018, at 9:00 a.m., in Department XXXI, Courtroom 12B.

B. Pre-Trial Conference - A Pre-Trial Conference will be held on MAY 31, 2018, beginning at 10:15 a.m. The designated trial attorney(s), and/or parties in proper person, must be present, in person, for the Pre-Trial Conference.

C. Calendar Call - A Calendar Call will be held on JUNE 26, 2018, beginning at 9:00 a.m. Unless otherwise directed by the Court, the parties must bring to Calendar Call the following:

- (1) Typed exhibit lists; with all stipulated exhibits marked;
- (2) All exhibits marked by counsel for identification purposes;
- (3) Jury instructions in two groups, unopposed and opposed;

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CLERK OF THE COURT

- 1 (4) Proposed voir dire questions;
2 (5) List of depositions;
3 (6) List of equipment needed for trial, including audiovisual equipment;¹
4 and
5 (7) Courtesy copies of any legal briefs on trial issues.

6 D. **Status Check** - Parties are to appear on **MARCH 20, 2018**,
7 beginning at 9:00 a.m., for a Status Check on the matter.

8 E. **Pre-Trial Memorandum** - The Pre-Trial Memorandum must be
9 filed no later than 4:00 p.m., on **JUNE 18, 2018**, with a courtesy copy delivered
10 to Department XXXI. All parties, (attorneys and parties in proper person) **MUST**
11 comply with **All REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and 2.69.

12 Counsel should include in the Memorandum an identification of
13 orders on all Motions in Limine or Motions for Partial Summary Judgment
14 previously made, a summary of any anticipated legal issues remaining, a brief
15 summary of the opinions to be offered by any witness to be called to offer opinion
16 testimony as well as any objections to the opinion testimony.

17 F. **Motions in Limine** - All Motions in Limine, must be in writing and
18 filed no later than 8 weeks before Trial. **Orders shortening time will not be**
19 **signed except in extreme emergencies.**

20 G. **Discovery Issues** - All discovery deadlines, deadlines for filing
21 dispositive motions, and motions to amend the pleadings or add parties are
22 controlled by the previously issued Scheduling Order unless otherwise modified
23 by a subsequent Stipulation and Order. Pursuant to EDCR 2.35, any discovery
24

25 _____
26 ¹If counsel anticipates the need for audio visual equipment during the trial, a request must
27 be submitted to the District Courts AV department following the calendar call. You can
28 reach the AV Dept at 671-4539 or via E-Mail at koutzc@clarkcountycourts.us

1 issues must be heard before the Discovery Commissioner unless the scheduled
2 Trial date is affected.

3 Failure of the designated trial counsel, or any party appearing in
4 proper person, to appear for any court appearances or to comply with this
5 Order shall result in any of the following: (1) dismissal of the action; (2)
6 default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or
7 any other appropriate remedy or sanction.
8

9 Counsel is asked to notify the Court Recorder, 671-0897, at least two
10 weeks in advance if they are going to require a recorder and/or daily copies of
11 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
12 production of the transcripts and/or CDs.
13

14 Counsel is required to advise the Court immediately if the case settles or
15 is otherwise resolved prior to trial. A stipulation which terminates a case by
16 dismissal shall also indicate whether a Scheduling Order has been filed and, if a
17 trial date has been set, the date of that trial.
18

19 DATED this 20th day of September, 2017
20

21
22 
23 JOANNA S. KISHNER
24 DISTRICT COURT JUDGE
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was provided to all counsel, and/or parties listed below via one, or more, of the following manners: via email, via facsimile, via US mail, via Electronic Service if the Attorney/Party has signed up for Electronic Service, and/or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

MOHAMED A. IQBAL, ESQ.
CHRISTOPHER MATHEWS, ESQ.
IQBAL LAW, PLLC.

ANNALISA N. GRANT, ESQ.
GRANT & ASSOCIATES

REBECCA L. MASTRANGELO, ESQ.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL



TRACY J. CORDOBA-WHEELER
JUDICIAL EXECUTIVE ASSISTANT

Steven D. Grierson

0123

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN; ET AL.,

Case No.: A-16-739887-C

PLAINTIFF(S),

Dept. No.: XXXI

VS.

LANDRY'S, INC.; ET AL.,

DEFENDANT(S).

AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL
CONFERENCE, CALENDAR CALL, AND STATUS CHECK

IT IS HEREBY ORDERED that:

A. Trial - This matter is set for a JURY TRIAL on a FIVE-WEEK Trial Stack to begin on SEPTEMBER 10, 2018, at 9:00 a.m., in Department XXXI, Courtroom 12B.

B. Pre-Trial Conference - A Pre-Trial Conference will be held on AUGUST 9, 2018, beginning at 10:15 a.m. The designated trial attorney(s), and/or parties in proper person, must be present, in person, for the Pre-Trial Conference.

C. Calendar Call - A calendar call will be held on SEPTEMBER 4, 2018, beginning at 9:00 a.m. Unless otherwise directed by the Court, the parties must bring to Calendar Call the following:

- (1) Typed exhibit lists; with all stipulated exhibits marked;
- (2) All exhibits marked by counsel for identification purposes;
- (3) Jury instructions in two groups, unopposed and opposed;

- 1 (4) Proposed voir dire questions;
2 (5) List of depositions;
3 (6) List of equipment needed for trial, including audiovisual equipment;¹
4 and
5 (7) Courtesy copies of any legal briefs on trial issues.

6 D. **Status Check** - Parties are to appear on **JUNE 19, 2018**, beginning
7 at 9:00 a.m., for a Status Check on the matter.

8 E. **Pre-Trial Memorandum** - The Pre-Trial Memorandum must be
9 filed no later than 4:00 p.m., on **AUGUST 24, 2018**, with a courtesy copy
10 delivered to Department XXXI. All parties, (attorneys and parties in proper
11 person) **MUST** comply with **ALL REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and
12 2.69.

13 Counsel should include in the Memorandum an identification of
14 orders on all motions in limine or motions for partial summary judgment
15 previously made, a summary of any anticipated legal issues remaining, a brief
16 summary of the opinions to be offered by any witness to be called to offer opinion
17 testimony as well as any objections to the opinion testimony.

18 F. **Motions in Limine** - All Motions in Limine, must be in writing and
19 filed no later than **8 weeks before Trial**. **Orders shortening time will not be**
20 **signed except in extreme emergencies.**

21 G. **Discovery Issues** - All discovery deadlines, deadlines for filing
22 dispositive motions, and motions to amend the pleadings or add parties are
23 controlled by the previously issued Scheduling Order unless otherwise modified
24

25
26 ¹If counsel anticipates the need for special electronic equipment during the trial, a request
27 must be submitted to the District Courts AV department following the calendar call. You
28 can reach the AV Dept at 671-4539 or via E-Mail at koutzc@clarkcountycourts.us

1 by a subsequent Stipulation and Order. Pursuant to EDCR 2.35, any discovery
2 issues must be heard before the Discovery Commissioner unless the scheduled
3 Trial date is affected.

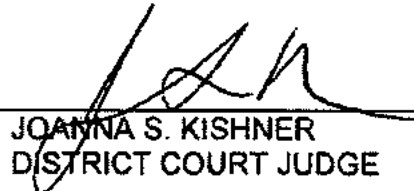
4 Please comply with the Handout/Procedure for the Civil Jury Trials and
5 Civil Bench Trials copies of which are located in the Courtroom and on the
6 District Court – Department XXXI website.

7
8 Failure of the designated trial counsel, or any party appearing in
9 proper person, to appear for any court appearances or to comply with this
10 Order shall result in any of the following: (1) dismissal of the action; (2)
11 default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or
12 any other appropriate remedy or sanction.

13
14 Counsel is asked to notify the Court Recorder, 671-0897, at least two
15 weeks in advance if they are going to require a recorder and/or daily copies of
16 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
17 production of the transcripts and/or CDs.

18
19 Counsel is required to advise the Court immediately if the case settles or
20 is otherwise resolved prior to trial. A stipulation which terminates a case by
21 dismissal shall also indicate whether a Scheduling Order has been filed and, if a
22 trial date has been set, the date of that trial.

23 DATED this 4th day of December, 2017

24
25 
26 JOANNA S. KISHNER
27 DISTRICT COURT JUDGE
28

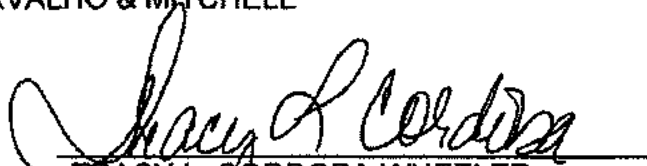
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2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on or about the date filed, a copy of this Order was
4 provided to all counsel, and/or parties listed below via one, or more, of the
5 following manners: via email, via facsimile, via US mail, via Electronic Service if
6 the Attorney/Party has signed up for Electronic Service, and/or a copy of this
7 Order was placed in the attorney's file located at the Regional Justice Center:

8
9 **MOHAMED A. IQBAL, ESQ.**
10 **CHRISTOPHER MATHEWS, ESQ.**
11 **IQBAL LAW PLLC.**

12 **ALEXANDRA McLEOD, ESQ.**
13 **GRANT & ASSOCIATES**

14 **WILL MITCHELL, ESQ.**
15 **ROGERS, MASTRANGELO, CARVALHO & MITCHELL**

16
17 
18 **TRACY L. CORDOBA-WHEELER**
19 **JUDICIAL EXECUTIVE ASSISTANT**
20
21
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Steven D. Grierson

0123

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN; ET AL.,

Case No.: A-16-739887-C

PLAINTIFF(S),

Dept. No.: XXXI

VS.

LANDRY'S, INC.; ET AL.,

DEFENDANT(S).

AMENDED ORDER SETTING CIVIL JURY TRIAL, PRE-TRIAL
CONFERENCE, CALENDAR CALL, AND STATUS CHECK

IT IS HEREBY ORDERED that:

A. Trial - This matter is set for a JURY TRIAL on a FIVE-WEEK Trial Stack to begin on JANUARY 7, 2019, at 9:00 a.m., in Department XXXI, Courtroom 12B.

B. Pre-Trial Conference - A Pre-Trial Conference will be held on DECEMBER 6, 2018, beginning at 10:15 a.m. The designated trial attorney(s), and/or parties in proper person, must be present, in person, for the Pre-Trial Conference.

C. Calendar Call - A Calendar Call will be held on DECEMBER 18, 2018, beginning at 9:00 a.m. Unless otherwise directed by the Court, the parties must bring to Calendar Call the following:

- (1) Typed exhibit lists; with all stipulated exhibits marked;
- (2) All exhibits marked by counsel for identification purposes;
- (3) Jury instructions in two groups, unopposed and opposed;

- 1 (4) Proposed voir dire questions;
2 (5) List of depositions;
3 (6) List of equipment needed for trial, including audiovisual equipment;¹
4 and
5 (7) Courtesy copies of any legal briefs on trial issues.

6 D. **Status Check** - Parties are to appear on **OCTOBER 16, 2018**,
7 beginning at 9:00 a.m., for a Status Check on the matter.

8 E. **Pre-Trial Memorandum** - The Pre-Trial Memorandum must be
9 filed no later than 4:00 p.m., on **DECEMBER 14, 2018**, with a courtesy copy
10 delivered to Department XXXI. All parties, (attorneys and parties in proper
11 person) **MUST** comply with **ALL REQUIREMENTS** of E.D.C.R. 2.67, 2.68 and
12 2.69.

13 Counsel should include in the Memorandum an identification of
14 orders on all motions in limine or motions for partial summary judgment
15 previously made, a summary of any anticipated legal issues remaining, a brief
16 summary of the opinions to be offered by any witness to be called to offer opinion
17 testimony as well as any objections to the opinion testimony.

18 F. **Motions in Limine** - All Motions in Limine, must be in writing and
19 filed **no later than eight (8) weeks before the first day of the Trial stack date.**

20 **Orders shortening time will not be signed except in extreme emergencies.**

21 G. **Discovery Issues** - All discovery deadlines, deadlines for filing
22 dispositive motions, and motions to amend the pleadings or add parties are
23 controlled by the previously issued Scheduling Order unless otherwise modified
24

25
26 ¹If counsel anticipates the need for special electronic equipment during the trial, a request
27 must be submitted to the District Courts AV department following the calendar call. You
28 can reach the AV Dept at 671-4539 or via E-Mail at koutzc@clarkcountycourts.us

1 by a subsequent Stipulation and Order. Pursuant to EDCR 2.35, any discovery
2 issues must be heard before the Discovery Commissioner unless the scheduled
3 Trial date is affected.

4 Please comply with the Handout/Procedure for Civil Jury Trials and Civil
5 Bench Trials, copies of which are located in the Courtroom and on the District
6 Court – Department XXXI – website.

7
8 Failure of the designated trial counsel, or any party appearing in
9 proper person, to appear for any court appearances or to comply with this
10 Order shall result in any of the following: (1) dismissal of the action; (2)
11 default judgment; (3) monetary sanctions; (4) vacation of trial date; and/or
12 any other appropriate remedy or sanction.

13
14 Counsel is asked to notify the Court Recorder, 671-0897, at least two
15 weeks in advance if they are going to require a recorder and/or daily copies of
16 the transcripts or CDs of this trial. Failure to do so may result in a delay in the
17 production of the transcripts and/or CDs.

18
19 Counsel is required to advise the Court immediately if the case settles or
20 is otherwise resolved prior to trial. A stipulation which terminates a case by
21 dismissal shall also indicate whether a Scheduling Order has been filed and, if a
22 trial date has been set, the date of that trial.

23 DATED this 14th day of March, 2018

24
25 

26 _____
27 JOANNA S. KISHNER
28 DISTRICT COURT JUDGE

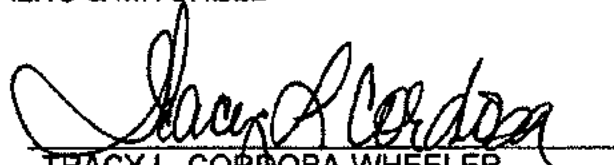
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3 **CERTIFICATE OF SERVICE**

4 I hereby certify that on or about the date filed, a copy of this Order was
5 provided to all counsel, and/or parties listed below via one, or more, of the
6 following manners: via email, via facsimile, via US mail, via Electronic Service if
7 the Attorney/Party has signed up for Electronic Service, and/or a copy of this
8 Order was placed in the attorney's file located at the Regional Justice Center:

9 **MOHAMED A. IQBAL, ESQ.,**
10 **IQBAL LAW, PLLC.**

11 **ALEXANDRA McLEOD, ESQ.**
12 **GRANT & ASSOCIATES**

13
14 **REBECCA L. MASTRANGELO, ESQ.**
15 **ROGERS, MASTRANGELO, CARVALHO & MITCHELL**

16
17 
18 **TRACY L. CORDOBA-WHEELER**
19 **JUDICIAL EXECUTIVE ASSISTANT**
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MOT

IQBAL LAW PLLC

Mohamed A. Iqbal, Jr. (NSB #10623)

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)

info@ilawlv.com

Attorneys for Plaintiff Joe N. Brown and Nettie J. Brown

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOE N. BROWN, an individual, and his Wife,
NETTIE J. BROWN, an individual

Plaintiffs,

vs.

LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC, a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP.; DOE
INDIVIDUALS 1-100; ROE BUSINESS
ENTITIES 1-100,

Defendants.

AND ALL RELATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' MOTION FOR LEAVE TO
FILE SECOND AMENDED COMPLAINT**

**DATE:
TIME:**

Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs") hereby move for leave to file a Second Amended Complaint (this "Motion") pursuant to NRCP 15(a) and NRS 42.001 *et seq.* This Motion is based on the papers and pleadings on file, the following Memorandum of Points and Authorities, and on any oral argument as this Court may allow.

Dated this 3rd day of July 2018.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.

Mohamed A. Iqbal, Jr. (NSB# 10623)

Christopher Mathews (NSB #10674)

*Attorneys for Plaintiffs Joe N. Brown and
Nettie J. Brown*

PLAINTIFFS' MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

1 of 13

1 **NOTICE OF MOTION**

2 Please take NOTICE that on the 07 day of AUGUST, 2018, at 9:00A :m
3 or as soon thereafter as feasible, the undersigned shall bring the above Plaintiff's Motion for
4 Leave to File Second Amended Complaint for hearing before Department XXXI of the Eight
5 Judicial District Court.

6 Dated this 3rd day of July 2018.

IQBAL LAW PLLC

7 By: /s/ Mohamed A. Iqbal, Jr.

Mohamed A. Iqbal, Jr. (NSB# 10623)

8 Christopher Mathews (NSB #10674)

9 *Attorneys for Plaintiffs Joe N. Brown and*
10 *Nettie J. Brown*

11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 **I. SUMMARY**

13 Plaintiff Joe Brown volunteered for two tours of duty in Vietnam with the United States
14 Army (Infantry) and took shrapnel in his legs during his second tour. Decades later, Joe—now
15 retired and walking with a cane—went to the Golden Nugget Resort Hotel and Casino in
16 Laughlin, Nevada ("Laughlin Nugget") with his wife, Nettie, and family to celebrate Mother's
17 Day on May 12, 2015. Joe suffered a horrible fall at the Laughlin Nugget, breaking his neck (the
18 "Incident").

19 Plaintiffs' pleadings initially sought compensatory damages from the Laughlin Nugget
20 and other Golden Nugget entities¹ for Joe's severe and debilitating injuries suffered from that fall
21 down the shaky, unstable down escalator at the Laughlin Nugget (the "Subject Escalator"); the
22 Nugget Defendants in turn sued Thyssenkrupp Elevator Corporation ("TKE"), the global
23 elevator/escalator company the Nugget Defendants hired to service and repair the Subject
24 Escalator, as a third-party defendant. As set forth in this Motion, Plaintiffs should be granted
25 leave to amend to add TKE as a direct defendant in this matter.

26 _____
27 ¹ The various Golden Nugget defendants (Landry's, Inc., Golden Nugget, Inc., and GNL,
28 Corp.) are referred to collectively herein as the "Nugget Defendants."

1 In addition, as further set forth below, far more has been revealed by the developments in
2 this matter: all of the defendants in this action engaged in *despicable* conduct in conscious
3 disregard for the health and safety of, and risked substantial bodily harm to, potentially *tens of*
4 *thousands* of unsuspecting patrons to the Laughlin Nugget over the course of several years.
5 Discovery – including emails and documents hidden by the Nugget Defendants throughout this
6 action² – has shown: (a) that the Subject Escalator was a chronically defective and dangerous
7 machine for *years*, including time both before and after the Incident; (b) that the Nugget
8 Defendants never replaced or properly repaired the Subject Escalator because they did not want
9 to spend the *relative pittance* needed to make it safer; and (c) that TKE never shut the Subject
10 Escalator down, despite having the right and authority to do so.³ Among other evidence (and
11 here it must be noted that the below emails and discoveries are *likely just the tip of the iceberg*
12 *of evidence of malice*, as both the Nugget Defendants and TKE have concealed evidence
13 throughout the pendency of this matter, often despite limited, targeted, and reasonable requests
14 for production and interrogatories from Plaintiffs):⁴

- 15 • The Subject Escalator suffered from multiple breakdowns and issues for several years,
16 including May 7, 2015, just days before the Incident;⁵
- 17 • Despite urgent recommendations and correspondence starting *at least in 2012* from the
18 engineer assigned to the Subject Escalator and others at TKE, describing the Subject
19 Escalator's steps as "*obsolete*" and "prone to cracking" which was further described as "*a*
20 *serious safety issue* for the riding passengers,"⁶ and recommending that all the Subject

21
22 ² See the Declaration of Mohamed Iqbal ("*Iqbal Decl.*") filed concurrently herewith, at ¶
23 2.

24 ³ See Iqbal Decl., at ¶ 4, and the excerpt from the Transcript of the January 24, 2018
25 Deposition of Don Hartmann ("*Hartmann Depo.*") attached thereto as **Exhibit A**, at pp. 123:16-
26 23; 250:24-251:6.

27 ⁴ See Iqbal Decl., at ¶ 3.

28 ⁵ See Iqbal Decl., at ¶ 5, and the Account History from TKE's Second Supplemental
Disclosure dated November 6, 2017 ("*TKE 2nd Supp. Discl.*"), attached thereto as **Exhibit B**
("Account History"), at p. 2.

⁶ See Iqbal Decl., at ¶ 6, and the excerpt from TKE 2nd Supp. Discl., attached thereto as
Exhibit C, at pp. 1, 3, 5, 7, and 9.

Escalator's steps be replaced with upgraded steps, the Nugget Defendants sought to cut corners, and apparently pinch pennies, and refused to do so;⁷

- Even after Joe's tragic Incident, on May 12, 2015, the Nugget Defendants and TKE did not replace the steps on the Subject Escalator or shut it down, and another patron promptly suffered a fall and injuries *just two weeks* later on the Subject Escalator;⁸
- Despite an email dated June 16, 2015, just one month after the Incident, recommending the replacement of 40 escalator steps, with five (5) of them *being critical*, and explicit additional notice of the risk of harm to the Laughlin Nugget's patrons,⁹ nothing was done – for several months – to make the Subject Escalator safe and reduce the risks to the Laughlin Nugget's patrons, until at least the end of 2015;¹⁰
- Despite an email dated June 25, 2015, just 40 odd days after the Incident, regarding urgent repair work needed and conveying that the Nugget's own mechanic "*stressed that this necessary repair work should be done very soon to avoid any further damage and/or incidents*,"¹¹ nothing was done – for several months – to make the Subject Escalator safe and reduce the risks to the Laughlin Nugget's patrons;
- Despite the risks to likely tens of thousands of patrons – Mr. Dutcher's "many" recommendations made between *2012 and President's Day 2018* (when he transferred out of Nevada) to replace *all* the steps on both the Subject Escalator and its "up" twin (and then all the steps of just the Subject Escalator), *were all ignored*, despite multiple conversations with the Nugget Defendants and his own TKE superiors.

The Nugget Defendants – owners and operators of multi-million-dollar casinos across the United States – quibbled over and *refused to pay amounts as small as \$27,700, and even less*,¹² to ensure the safety of their patrons. Ultimately, over half a decade of increased risk to the riding public, defendants ultimately replaced only a handful of steps – despite the fact that cracked steps lead to unstable steps [which contributed to the Incident].¹³ TKE's engineer responsible for

⁷ See Iqbal Decl., at ¶ 7, and the Transcript of the May 7, 2018 Deposition of Christopher Dutcher ("Dutcher Depo.") attached thereto as **Exhibit D**, at pp. 190:11-192:17.

⁸ See Exhibit B to Iqbal Decl., Account History, at p. 2.

⁹ See Iqbal Decl., at ¶ 8, and the excerpt from TKE 2nd Supp. Discl., attached thereto as **Exhibit E**, at p. 2 (emphasis added).

¹⁰ TKE has only produced an account summary for the Subject Escalator through December 2015. Plaintiffs have demanded additional and up-to-date account records – and the logbook maintained at the Laughlin Nugget. See Iqbal Decl., at ¶ 5.

¹¹ See Exhibit E to Iqbal Decl., at p. 1 (emphasis added).

¹² See Exhibit D to Iqbal Decl., Dutcher Depo, at p. 137:7-18.

¹³ See Footnote 28, *infra*, regarding the Expert Reports of Sheila Swett.

1 the Subject Escalator testified that had the escalator steps been replaced in 2012, they would not
2 have developed cracks by 2015.¹⁴

3 The facts of this matter thus demonstrate a proper basis for punitive damages, and
4 Plaintiffs should be granted leave to file a second amended complaint asserting the same, so a
5 Clark County jury may determine whether Defendants should be punished for their despicable
6 conscious disregard for the safety of the riding public (who unsuspectingly used a defective,
7 dangerous machine) – despite said defendants having repeated and explicit notice of the risk and
8 having witnessed actual harm befall innocent patrons.

9 **II. RELEVANT FACTS**

10 **A. The Subject Escalator's Safety Issues Began at Least* as Early as 2012 – and**
11 **both the Recommendations regarding the Cracked Steps, and the Risks to the**
12 **Riding Public therefrom, were, Ultimately, Ignored**

13 *As a threshold matter, both the Nugget Defendants and TKE kept incomplete and
14 abysmal records regarding the Subject Escalator – an aging unit with a substantial and
15 problematic account history. TKE's engineer estimated that the TKE account records/history
16 represents only 40% of the work that he did; 60% of the activity was not recorded anywhere
17 because he was "too busy."¹⁵ The TKE "Account History" submitted in discovery also is
18 missing information from multiple years (apparently there are problems with TKE's records
19 circa 2010 – 2012),¹⁶ and regarding critical required events, such as the annual inspection.¹⁷

20 Even more concerning: the Nugget Defendants' Risk Manager for the Laughlin Nugget,
21 Richard Smith,¹⁸ readily admitted to a shocking lack of oversight. Mr. Smith testified that he

22
23 ¹⁴ See Exhibit D to Iqbal Decl., Dutcher Depo, at p. 198:5-20.

24 ¹⁵ *Id.* at pp. 79:25-80:19. Apparently, even the logbook located at the Laughlin Nugget is
25 missing information. *Id.* at pp. 51:21-55:13.

26 ¹⁶ See Iqbal Decl., at ¶ 5.

27 ¹⁷ See generally Exhibit B to Iqbal Decl., Account History, which shows no evidence of
28 annual inspections for certain years included within the scope of the Account History.

¹⁸ See Iqbal Decl., at ¶ 9, and the Transcript of the March 15, 2018 Deposition of Richard
Smith ("Smith Depo.") attached thereto as Exhibit F, at p. 21:20-22 (acknowledging that he is
the Risk Manager for Laughlin).

1 may or may not read emails from security or surveillance;¹⁹ that there are emails he never
2 reads;²⁰ and that it is not his job to review TKE's work.²¹ As a result, Mr. Smith was *unaware of*
3 *the critical cracked steps issue* plaguing the Subject Escalator.²² Indeed, before verifying
4 discovery responses dated March 3, 2017 (which he admitted he simply signed, and did not
5 verify, as said responses contained information outside of his personal knowledge),²³ Mr. Smith
6 was unaware of any safety issues that TKE had raised with respect to the Subject Escalator; his
7 exact words were: "[n]ot that I recall."²⁴

8 There are some records, and there is some evidence, however, and it is all detrimental to
9 the defendants in this matter. By 2012, it was established by the manufacturer of the steps in the
10 Subject Escalator, KONE, that those specific steps – KONE welded steps – developed two types
11 of cracks, including critical cracks that should be replaced immediately.²⁵ TKE's engineer Mr.
12 Dutcher recommended replacement.²⁶ There were also notices from TKE to the Nugget
13 Defendants describing the Subject Escalator's steps as "*obsolete*" and "prone to cracking" which
14 was further described as "*a serious safety issue* for the riding passengers."²⁷ Cracked steps lead
15 to unstable steps.²⁸

16 Both the recommendations and the risks were ignored. TKE's engineer recommended
17 replacement of all of the Subject Escalator's steps and the "up" escalator's steps in September of
18 2012—this was ignored.²⁹ In October of 2012, a recommendation as made to replace all of the
19 Subject Escalator's steps—this too was ignored.³⁰ The difference between the 100%

21 ¹⁹ *Id.*, at pp. 101:8-102:6.

22 ²⁰ *Id.*

23 ²¹ *Id.*, at pp. 168:22-169:25.

24 ²² *Id.*, at p. 182:6-21 (emphasis added).

25 ²³ *Id.*, at p. 124:13-126:18.

26 ²⁴ *Id.*, at p. 186:11-15.

27 ²⁵ See Exhibit D to Iqbal Decl., Dutcher Depo, at pp. 120:5-122:3; 126:7-127:25.

28 ²⁶ *Id.*

29 ²⁷ See Exhibit C to Iqbal Decl., at pp. 1, 3, 5, 7, and 9 (emphasis added).

30 ²⁸ See Iqbal Decl., at ¶ 10, and the Expert Reports of Sheila Swett ("Swett Reports")
attached thereto as Exhibit G, at pp. 6 (Initial Report); 7-9 (Rebuttal Report).

²⁹ See Exhibit D to Iqbal Decl., Dutcher Depo, at pp. 141:7-142:4.

³⁰ *Id.*, at p. 139:18-22.

1 replacement and 50% replacement was \$27,700³¹ – an amount the Nugget Defendants did not
2 want to pay.

3 At the end, only a few steps were replaced in December of 2012; as such, between
4 September 12, 2012, and December 5, 2012, according to TKE's engineer, patrons of the
5 Laughlin Nugget were using the Subject Escalator with cracked steps.³² He believed this was a
6 safety issue.³³ Mr. Dutcher testified that if there is critical cracking, he recommends immediate
7 replacement;³⁴ later, regarding the events in 2015, Mr. Dutcher would testify that there was no
8 evidence the critical cracks again identified in June of 2015 were actually replaced during the
9 balance of that calendar year.³⁵ Importantly, TKE also did nothing between September 2012 and
10 December 2012 – when it could have shut down the Subject Escalator. Indeed, Mr. Dutcher
11 admitted that he had the power to shut down the Subject Escalator, based on his own
12 determinations.³⁶ And yet, he did not, and TKE overall did not, following the Nugget
13 Defendants' pattern of doing nothing in the face of a daily critical risk to riding public.

14 **B. Defendants' Sustained Lack of Corrective Action Continued through the Date of**
15 **the Incident and Beyond – Despite the Evidence of Cracks and the Consequences**
16 **of that Inaction: Harm to Multiple Unsuspecting Patrons**

17 TKE's engineer testified that cracks formed some time before May 7, 2015, when he was
18 last at the Subject Escalator prior to the Incident.³⁷ *He further testified that if the steps had*
19 *been replaced in 2012, by 2015, "in that short amount of time, they shouldn't crack."*³⁸

20 The Incident occurred just five days after the last TKE work on the Subject Escalator. As
21 a result of the fall, Joe suffered a broken neck, and numerous additional injuries; as a result of his
22 injuries, Joe suffers severe and debilitating pain on a daily basis.³⁹ He requires ongoing medical

23 ³¹ *Id.*, at p. 137:7-18.

24 ³² *Id.*, at p. 141:15-19.

25 ³³ *Id.*, at p. 141:20-142:4.

26 ³⁴ *Id.*, at p. 149:2-14.

27 ³⁵ *Id.*, at pp. 156:9-21; 185:5-186:3.

28 ³⁶ *Id.*, at p. 154:7-16.

³⁷ *Id.*, at pp. 174:16-175:5.

³⁸ *Id.*, at p. 198:5-20.

³⁹ See generally, Plaintiffs' First Amended Complaint, at ¶¶ 15-16.

1 services to treat his injuries and will likely require such services for the rest of his life.⁴⁰ Two
2 weeks later, on May 25, 2015, *another patron* suffered an injury.⁴¹ Shockingly, the defendants
3 did not take replace the steps, replace the Subject Escalator, or shut it down.

4 On June 16, 2015, just one month after the Incident, TKE recommended the replacement
5 of 40 escalator steps, with five (5) of them *being critical*.⁴² Nothing was done – for several
6 months – to make the Subject Escalator safe and reduce the risks to the Laughlin Nugget’s
7 patrons, until at least the end of 2015.⁴³ On June 25, 2015, there was further correspondence
8 regarding urgent repair work needed and conveying that the Nugget’s own mechanic “*stressed*
9 *that this necessary repair work should be done very soon to avoid any further damage and/or*
10 *incidents*.”⁴⁴ Still nothing was done.

11 Despite there being critical cracking (where he recommends immediate replacement), and
12 the critical cracking being identified in a June 16, 2015 work order and email, the TKE engineer
13 testified that only *discussions* about replacement occurred through the end of the year.⁴⁵ Mr.
14 Dutcher further testified that he made many recommendations to replace all of the steps in both
15 escalators through different proposals between 2012 and 2018, and his recommendations were
16 never taken up.⁴⁶

17 III. ARGUMENT

18 A. Legal Standards

19 1. Motion to Amend

20
21
22 ⁴⁰ *Id.*; see also Plaintiffs’ Computation of Damages e-filed on December 12, 2017, for a
23 full assessment of the debilitating and catastrophic nature of Joe’s injuries.

24 ⁴¹ See Exhibit B to Iqbal Decl., Account History, at p. 2.

25 ⁴² See Iqbal Decl., at ¶ 8, and the excerpt from TKE 2nd Supp. Discl., attached thereto as
26 Exhibit E, at p. 2 (emphasis added).

27 ⁴³ TKE has only produced an account summary for the Subject Escalator through
28 December 2015. Plaintiffs have demanded additional and up-to-date account records – and the
logbook maintained at the Laughlin Nugget. See Iqbal Decl., at ¶ 5.

⁴⁴ See Exhibit E to Iqbal Decl., at p. 1 (emphasis added).

⁴⁵ See Exhibit D to Iqbal Decl., Dutcher Depo, at pp. 185:5-186:3.

⁴⁶ *Id.*, at pp. 190:6-191:2; 192:11-19.

1 After a responsive pleading has been filed, NRCP 15(a) expressly allows pleadings to be
2 amended with leave of the Court, and states in relevant part: "a party may amend the party's
3 pleading only by leave of court or by written consent of the adverse party; and leave shall be
4 freely given when justice so requires." Nevada law is clear: absent such factors as undue delay,
5 bad faith, or dilatory motive [on the part of the moving party], leave should be freely given.⁴⁷
6 The opposing party needs to show prejudice to challenge the proposed amendment.⁴⁸

7 A Nevada court may, of course, elect not to grant the requested leave, as it is within the
8 court's discretion; but an outright refusal without a justifying reason would be an abuse of
9 discretion and inconsistent with the spirit of the NRCP.⁴⁹ The Supreme Court has identified the
10 factors to be considered by a court in determining whether or not to grant leave to amend
11 pleadings: (1) undue delay; (2) bad faith or dilatory motive; (3) futility of amendment; or (4)
12 prejudice to the opposing party. In the absence of these factors, leave to amend should be
13 granted.⁵⁰

14 2. Punitive Damages

15 A plaintiff may recover punitive damages in addition to compensatory damages for the
16 sake of example and by way of punishing the defendant.⁵¹ The plaintiff has the burden of
17 proving by clear and convincing evidence that the defendant has been guilty of (1) oppression,
18 (2) fraud, or (3) malice, express or implied.⁵² Malice, express or implied means conduct that is
19 intended to injure a person or despicable conduct which is engaged in with a conscious disregard
20 of the rights or safety of others.⁵³ Conscious disregard means the knowledge of the probable
21 harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those

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23 ⁴⁷ *Stephens v. Southern Nev. Music Co.*, 89 Nev. 104, 507 P.2d 138 (1973).

24 ⁴⁸ See generally *Nevada Bank of Commerce v. Edgewater Inc.*, 85 Nev. 651, 653, 446
25 P.2d 990 (1968) and *Moll v. Nevada Young American Homes Inc.*, 93 Nev. 68, 69-70, 560 P.2d
26 252 (1977) (for the general proposition that an amendment to an answer should be allowed in the
27 interest of justice absent prejudice).

⁴⁹ *Adamson v. Bowker*, 85 Nev. 115, 450 P.2d 796 (1969).

⁵⁰ *Forman v. Davis*, 371 U.S. 178 (1962) (cited in *Adamson*).

⁵¹ NRS 42.005(1).

⁵² *Id.*

⁵³ NRS 42.001(3).

1 consequences.⁵⁴ Based on the gravity of the harm or injury, punitive damages allow society to
2 express outrage for a defendant's wrongs and misconduct while warning others against engaging
3 in the same type of wrongdoing.⁵⁵ In 2006, Nevada adopted the federal standards for assessing
4 punitive damages.⁵⁶ The Nevada Supreme Court focused on three guideposts in a due process
5 defense analysis, with the most critical being the degree of reprehensibility of the defendant's
6 conduct.⁵⁷ In that respect, the key considerations are whether: (a) the harm caused was physical
7 as opposed to economic; (b) the tortious conduct evinced an indifference to or reckless disregard
8 of the health or safety of others; (c) the target of the conduct had financial vulnerability; (d) the
9 conduct involved repeated actions or was an isolated incident; and (e) the harm was the result of
10 intentional malice, trickery, or deceit, or mere accident.⁵⁸

11 If a party claims punitive damages, a trier of fact must make a finding of whether such
12 damages will be assessed, and a subsequent proceeding must be conducted before the same trier
13 of fact to determine the amount of damages to be assessed.⁵⁹ In this matter, that would be a
14 Clark County jury, and, for the facts and bases set forth in this Motion, Plaintiffs should be
15 granted leave to file a second amended complaint that allows that jury to consider punitive
16 damages against all defendants.

17 **B. Leave to Amend to Add TKE As A Defendant Should be Freely Granted Here**

18 None of the four *Forman* factors used to determine whether or not to grant leave to
19 amend pleadings are present here.⁶⁰

20 Regarding the first factor, this Motion is timely, and Plaintiffs have diligently litigated
21 this matter, both in the context of an intensive discovery process (that continues), and from the
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23 ⁵⁴ NRS 42.001(1).

24 ⁵⁵ *Ace Truck v. Kahn*, 103 Nev. 503, 506, 746 P.2d 132, 134 (1987).

25 ⁵⁶ *Bongiovi v. Sullivan*, 122 Nev. 556, 138 P.3d 433 (2006).

26 ⁵⁷ *Bongiovi*, 138 P.3d at 451-52; *see also BMW of N. Am., Inc. v. Gore*, 517 U.S. 559, 575
(1996).

27 ⁵⁸ *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 419 (2003).

28 ⁵⁹ NRS 42.005(3).

⁶⁰ *Forman v. Davis*, 371 U.S. 178 (1962) (*cited in Adamson*)(1) undue delay; (2) bad
faith or dilatory motive; (3) futility of amendment; or (4) prejudice to the opposing party).

1 substantial motion practice that has engaged the named parties. Given the gravity of: (1) the
2 harm afflicted upon Plaintiffs; (2) the nature of the allegations in Plaintiffs' pleadings and the
3 resultant liability; and (3) a move for punitive damages, Plaintiffs waited to bring this Motion
4 until conducting the necessary fact-finding and assessment of available evidence – including
5 until after the retention of an expert witness. The Swett Reports, attached as Exhibit G to the
6 Iqbal Decl., clearly establish a basis for bringing TKE in as a main defendant. As evident from
7 the facts listed above, Plaintiffs move to add TKE on good faith and substantiated grounds—
8 satisfying the second factor in favor of the proposed amendment.

9 Additionally, the proposed amendment is not futile, but fruitful, for being based on
10 TKE's own engineer's testimony and its own documents and emails. Moreover, judicial
11 necessity and economy, not futility, drive this present Motion. The claims arise out of the same
12 set of operative facts and relate to claims in the original Complaint and the First Amended
13 Complaint.⁶¹

14 Finally, there is no prejudice to TKE, as TKE has been a third-party defendant in this
15 matter since nearly the beginning, and Plaintiffs' Second Amended Complaint would not be
16 significantly different in content than the pleadings on file.⁶² TKE has engaged in discovery and
17 conducted and defended depositions just as the other parties have, and still has multiple months
18 of discovery to address and investigate any issues it may deem necessary in light of the proposed
19 Second Amended Complaint.

20 The talismanic words of NRCP 15(a) provide the final and most important basis: "leave
21 to amend shall be freely given when justice so requires." Justice requires leave to amend be
22 granted in this matter, given TKE's central role with the Subject Escalator and the Incident, and
23 the evidence uncovered during discovery.

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25 ⁶¹ See, e.g., *Middle Atlantic Util. Co. v. S.M.W. Dev. Corp.*, 392 F.2d 380, 385 (2d Cir.
26 1968) (allowing plaintiff to amend its complaint where the claims related to the original
27 complaint).

28 ⁶² See Iqbal Decl., at ¶ 11, and the Proposed Second Amended Complaint attached thereto
as **Exhibit H**.

1 **C. The *Forman* Factors Strongly Favor Adding Punitive Damages Against All**
2 **Defendants**

3 There has been no delay on the part of Plaintiffs, especially in light of the nature of this
4 specific request. The Court is being moved to place the question of punitive damages before the
5 trier of fact, a Clark County jury, and Plaintiffs have not made this move lightly. Plaintiffs have
6 moved deliberately and upon a foundation of evidence that took a considerable amount of time
7 and effort to first discover and then assess. As referenced above in Section B, Plaintiffs
8 conducted extensive diligence and waited until after the retention and work of an expert escalator
9 witness.

10 This Motion is not only timely but brought in good faith – satisfying the second factor in
11 favor of the amendment. Indeed, Plaintiffs' motives are the opposite of bad faith, given the
12 public policy interests incumbent in punitive damages. Allowing punitive damages provides a
13 benefit to society by punishing undesirable conduct that is not punishable by the criminal law.⁶³
14 It is in the best interests of Laughlin and the State of Nevada for defendants to be punished for
15 years of dangerous inactivity and to make the Subject Escalator safe for the riding public.
16 Beginning in 2012, the Subject Escalator's steps were described as obsolete, prone to developing
17 cracks, already showing cracks in a "significant amount" of the steps and posing a "serious
18 safety issue for the riding passengers" (such as Joe). The Nugget Defendants' actions and
19 inaction are the embodiment of *conscious disregard* – they allowed the Subject Escalator to
20 remain a dangerous machine that presented a daily risk to unsuspecting patrons because they did
21 not want to pay to make it safe—and this continued for years and even after multiple patrons
22 suffered harm from that machine. It should be made safe, and the present Motion is a vehicle for
23 achieving that basic purpose.

24 Regarding the third factor, the proposed amendment is not futile, but fruitful, for being
25 based on the Nugget Defendants' own employees' (and third-party vendor's employee's)
26 testimony and documents. Judicial necessity and economy, not futility, drive this present

27 ⁶³ *Ace Truck v. Kahn*, 103 Nev. 503, 506, 746 P.2d 132, 134 (1987).

1 Motion, and the claims arise from the same operative facts and relate to the claims in the original
2 Complaint and the First Amended Complaint.

3 Finally, there is no prejudice against the Nugget Defendants. The proposed Second
4 Amended Complaint is substantially similar to the prior pleadings. Most importantly, however,
5 any possible prejudice the Nugget Defendants would face stem from their own doing—including
6 the delays in discovery and, more centrally, their delays in making the Subject Escalator safe for
7 the riding public. Such self-inflicted hardships do not enter a Court's determination.⁶⁴

8 Given the totality of the circumstances and evidence, the *Forman* Factors call for the
9 leave to amend to include punitive damages to be granted.

10 IV. CONCLUSION

11 Plaintiffs respectfully request that the Court grant this Motion for leave to amend.

12 Respectfully Submitted,

13 IQBAL LAW PLLC

14 By: /s/ Mohamed A. Iqbal, Jr.

15 Mohamed A. Iqbal, Jr. (NSB# 10623)

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18 *Nettie J. Brown*

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26 ⁶⁴ See, e.g., the context of balancing hardships when a motion for temporary restraining
27 order or preliminary injunction is brought --- courts give no weight to "hardships" which are
28 self-inflicted. *San Francisco Real Estate Investors v. REIT of America*, 692 F.2d 814, 818 (9th
Cir. 1982); *FIBA Leasing Co., Inc. v. Airdyne Industries, Inc.*, 826 F. Supp. 38, 39 (D. Mass
1993).