

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court No.
District Court Case No. A-18-772761-C

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Elizabeth A. Brown
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VENETIAN CASINO RESORT, LLC, a Nevada limited liability company,
LAS VEGAS SANDS, LLC, a Nevada limited liability company,
Petitioners,

v.

EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN
AND FOR THE COUNTY OF CLARK, AND THE HONORABLE KATHLEEN
DELANEY in her capacity as District Judge,
Respondent,
JOYCE SEKERA, an individual,
Real Party in Interest

**APPENDIX TO PETITIONERS' EMERGENCY PETITION FOR WRIT OF
MANDAMUS AND/OR WRIT OF PROHIBITION UNDER NRAP RULES
21(a)(6) AND 27(e) AND EMERGENCY MOTION UNDER NRAP 8
STAYING EXECUTION OF ORDER DIRECTING PETITIONERS TO
DISCLOSE PRIVATE, PROTECTED INFORMATION OF GUESTS NOT
INVOLVED IN UNDERLYING LAWSUIT**
Volume 2 of 3 (Exhibits 15-19)

Michael A. Royal, Esq. (SBN 4370)
Gregory A. Miles, Esq. (SBN 4336)
ROYAL & MILES LLP
1522 W. Warm Springs Rd.
Henderson, Nevada 89014
Telephone: (702) 471-6777
Facsimile: (702) 531-6777
Email: mroyal@royalmileslaw.com
gmiles@royalmileslaw.com

Petitioners, VENETIAN CASINO RESORT, LLC and LAS VEGAS SANDS, LLC, by and through their counsel of record, Royal & Miles LLP, hereby submit is Appendix in compliance with Nevada Rule of Appellate Procedure 30.

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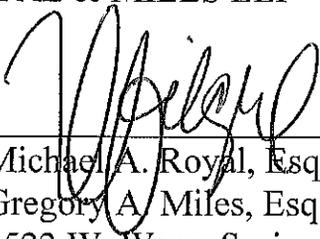
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The Appendix shall be contained in 3 separate volumes in accordance with NRAP 30(c)(2) (2013), each volume containing no more than 250 pages.

DATED this 26 day of September, 2019.

ROYAL & MILES LLP

By 
 Michael A. Royal, Esq. (SBN 4370)
 Gregory A. Miles, Esq. (SBN 4336)
 1522 W. Warm Springs Rd.
 Henderson, NV 89014
 (702) 471-6777
Counsel for Petitioners

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the law firm of Royal & Miles LLP, attorney's for Petitioners, VENETIAN CASINO RESORT, LLC and LAS VEGAS SANDS, LLC, and that on the 26 day of September, 2019, I served true and correct copy of the foregoing APPENDIX TO PETITIONERS' EMERGENCY PETITION FOR WRIT OF MANDAMUS AND/OR WRIT OF PROHIBITION UNDER NRAP RULES 21(a)(6) AND 27(e) AND EMERGENCY MOTION UNDER NRAP 8 STAYING EXECUTION OF ORDER DIRECTING PETITIONERS TO DISCLOSE PRIVATE, PROTECTED INFORMATION OF GUESTS NOT INVOLVED IN UNDERLYING LAWSUIT Volume 2 of 3 (Exhibits 15-19), by delivering the same via U.S. Mail addressed to the following:

Keith E. Galliher, Jr., Esq.
THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorneys for Real Party in Interest

Honorable Kathleen Delaney
Eighth Jud. District Court, Dept. 25
200 Lewis Avenue
Las Vegas, NV 89155
Respondent



An employee of Royal & Miles LLP

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DISTRICT COURT
CLARK COUNTY, NEVADA

Joyce Sekera,)	
)	
Plaintiff,)	
)	Case No. A-18-773761
vs.)	Dept. No. XXV
)	
Venetian Casino Resort, LLC,)	
)	
Defendant.)	

Before the Honorable KATHLEEN E. DELANEY
Tuesday, May 14, 2019, 9:00 A.M.
Reporter's Transcript of Proceedings

OBJECTION TO DISCOVERY COMMISSIONER'S REPORT

APPEARANCES:

For the Plaintiff: KEITH E. GALLIHER, JR., ESQ.
KATHLEEN GALLAGHER, ESQ.
Attorneys at Law

For the Defendant: MICHAEL A. ROYAL, ESQ.
Attorney at Law

REPORTED BY: RENEE SILVAGGIO, C.C.R. No. 122

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Las Vegas, Clark County, Nevada
Tuesday, May 14, 2019, 9:00 A.M.

P R O C E E D I N G S

* * * * *

THE COURT: Page 2, Sekera versus Venetian
Casino Resort from the 9:00 o'clock.

MR. GALLIHER: Thankfully, at my age, I'm still
awake.

THE COURT: That makes one of us. I, too, drove
in from California this morning and that's all I can do.

MR. GALLIHER: Your Honor, Keith Galliher on
behalf of plaintiff. And I'd like to introduce Kathleen
Gallagher to the Court. She is actually not a relative.

THE COURT: What?

MR. GALLIHER: I know.

THE COURT: I thought you were telling me
something --

MR. GALLIHER: I know. I know.

THE COURT: -- well, you did said Gallagher.

MR. GALLIHER: Yeah. Different -- different
spelling.

But just by way of background, Kathleen finished
college, two years at the University of Oregon; came to Las
Vegas, attended Boyd School of Law, went to the night program;
worked full time at a law office, receptionist, paralegal, law

1 clerk through law school; finished her law school; just took
2 the bar, passed; was sworn in last week by Judge Cory. This is
3 actually her first official appearance in Court as an attorney.

4 THE COURT: Well, welcome to the Eighth Judicial
5 District Court as an attorney. And congratulations on your
6 successes.

7 I have some friends who went to the night
8 program and am very proud of the Boyd Law School night program
9 because it gives people opportunities they may not otherwise
10 have; and welcome.

11 Of course, you know you get no special favors
12 just because you are new.

13 MS. GALLAGHER: Thank you, Your Honor.

14 THE COURT: I hope everybody understands that,
15 but thank you.

16 And thank you for the introduction.

17 MR. ROYAL: Mike Royal, representing the
18 defendants.

19 And, Your Honor, my brother went to the night
20 program and he's a licensed attorney.

21 THE COURT: He's a licensed attorney, too?

22 MR. ROYAL: And a doctor, so --

23 THE COURT: Are you single? Maybe we could set
24 you up.

25 MR. ROYAL: No. He's a grandpa.

1 THE COURT: Oh.

2 MR. GALLIHER: And she's married. That would be
3 a problem.

4 MS. GALLAGHER: Yeah.

5 THE COURT: Oh, so it's all bad. The Judge
6 takes back any, you know, matchmaking efforts.

7 Anyway, in all seriousness, thank you again so
8 much. Go ahead and have seats.

9 I just want to do a little orientation. I won't
10 do much. I want to give people a chance to talk this one
11 through.

12 I've had a few objections coming from the
13 Discovery Commissioner, and we had a changeover in the
14 Discovery Commissioner. This is no reflection on, you know,
15 Commissioner Truman.

16 She's, you know, the -- really the Alternative
17 Dispute Resolution Commissioner. She's been doubling up and
18 covering for former Commissioner Bulla, now Judge Bulla.

19 But I am taking the time, when folks ask me to
20 certainly, but even on the few occasions on some decisions that
21 have been made either in the, you know, Alternative Dispute
22 Resolution Commissioner capacity or the Discovery Commissioner
23 capacity just to make sure that, you know, the benefit of the
24 Court's view is had, because I think that's important to give
25 some certainty to the clients and to understand.

1 You know, we have a lot going on here with this
2 one. Maybe I did a disservice to make you wait until after the
3 calendar calls, but I really wanted to dig in here and take the
4 time.

5 Because, you know, technically what we have on
6 the calendar is the objection to the Discovery Commissioner's
7 Report. But, of course, what preceded in front of the
8 Discovery Commissioner had to do with a Protective Order and
9 certain disclosures that were made and whether they should have
10 been made more fully when they were made, and then issues with
11 whether or not the Protective Order should still stand.

12 And we don't typically see that when we see
13 somebody coming back with just an objection to the Discovery
14 Commissioner's Report, that we have sort of all this going on.

15 And then, of course, there was a counter motion
16 to strike related to the objection because it was argued that
17 facts and arguments that had not been previously briefed before
18 the Discovery Commissioner, although firm, what I reviewed,
19 there does seem to be some overlap there, but we can see what
20 is being pointed out is what was believed to be new and should
21 not be there.

22 And then another counter motion for sanctions
23 under Rule 37. So when we go to Rule 37, you know, typically
24 we're looking at, you know, discovery abuse sanctions there,
25 but Rule 37 is sort of that catch all. I think it's, you know,

1 7.60 that really is the catch all for if you are trying to get
2 sanctions based on what you think are things that duplicate or
3 multiply proceedings. But there is a reference specifically
4 here to Rule 37 sanctions being asked for.

5 So there's just a lot going on. And I'm going
6 to take it in its turn and give you the opportunity to
7 highlight your arguments here today and really have a sort of
8 dig into the weeds of it.

9 I -- I guess I gave you that background too
10 about what we're looking at as far as maybe bringing some of
11 the things here that I'm not a rubber stamp for. I never have
12 been even with our longtime serving Commissioner Bulla. I'm
13 not a rubber stamp just because the special master that the
14 Court has assigned to these matters says to do things a certain
15 way.

16 And I'm not necessarily looking at this like is
17 there an abuse of discretion. I'm really looking at it fresh
18 to try to get it right and try to figure out, you know, how it
19 should be done.

20 And, of course, we have the frame work of that
21 the Protective Order was granted, that there was some -- now,
22 and I guess my last thing I want to say, and, again, I know
23 this is a lot of background, but it did seem to me like there
24 was a lot of open-ended things in this Discovery Commissioner's
25 Report and Recommendation.

1 And what's being challenged, I think, of course,
2 is just the outcome of the fact that the Protective Order would
3 stand and -- or be granted in part and denied in part and that
4 there would be certain things that were still allowed to be
5 redacted and whatnot.

6 But then there were all these other things
7 about, like, there was missing incident reports and somebody
8 was going to try to figure out what that was all about. And
9 then there was a sort of looking into if there were prior
10 complaints that were substantially similar and that those would
11 be provided.

12 And so I just -- I'm looking first and foremost
13 for a -- where we stand with any of those things or has it all
14 just been sitting idle, and fair enough if it has, because of
15 the objection?

16 Mr. Galliher?

17 MR. GALLIHER: Actually, I guess I lead off
18 since we filed the objection.

19 THE COURT: Yes.

20 MR. GALLIHER: The way this all started is we
21 sent out a request for production of documents to the Venetian
22 requesting prior injury incident reports regarding people who
23 slipped and fell on marble floors.

24 THE COURT: Right.

25 MR. GALLIHER: Pretty simple.

1 THE COURT: Pretty simple except for it's a
2 giant hotel concern with a lot of marble floors. But otherwise
3 pretty simple.

4 MR. GALLIHER: Well, pretty simple, but the
5 marble floors are all uniform. It's not like they're
6 different. They have the same configuration, the same surface,
7 the same design. All of that is the same in terms of --

8 THE COURT: And that really wasn't the point of
9 the Protective Order request; right? It was more of a privacy
10 and HIPAA and things.

11 MR. GALLIHER: Well, and I'll address that in a
12 minute, but that's what started things.

13 And, of course, our position with respect to the
14 request was, okay, this is relevant to the issue of
15 foreseeability, which, of course, was something we have to
16 prove as far as our case.

17 It's also very, very important with respect to
18 the issue of notice. And that is that the Venetian is on
19 notice of the condition of their floors and the fact they're
20 exceptionally dangerous when they're wet.

21 And, lastly, it was also very relevant to the
22 issue of comparative negligence.

23 The Court, I'm sure, has witnessed slip and fall
24 cases where defense attorneys will approach the plaintiff and,
25 of course, through questioning by the inmate that the plaintiff

1 was comparatively negligent because the plaintiff did not see
2 the substance on the floor.

3 Well, our position when we requested this
4 information was, well, if there are other people who have
5 slipped and fell on these floors, then we want to know who they
6 are because we would like to bring those people in, of course,
7 subject to the Court's discretion, and we would like to present
8 them to establish the fact that: Hey, I walked through the
9 Venetian. The floors are identical, and I didn't see anything
10 on the floor. I fell and got hurt. So that's how it started.

11 And then initially the response from the
12 Venetian was: Well, we'll give you -- they actually produced
13 64 reports, but they were redacted. All of the victim
14 information was deleted from the report.

15 So I called opposing counsel and complained and
16 said: Look, we need the unredacted reports so we can contact
17 these people and verify the information contained in these
18 reports and find out, in fact, if they would be available to
19 serve as witnesses in this case.

20 Well, the response then was: Well, I'll give
21 you the redacted reports but I want you to stipulate to a
22 Protective Order, and that is that you agree that this
23 information not be disseminated to anybody else.

24 I said: No. I can't do that, nor should I.

25 This is not proprietary information. This is

1 information that should be readily available to anyone who sues
2 the Venetian.

3 THE COURT: Just to be clear, it wasn't
4 Attorney's Eyes Only. It was okay to be seen by experts and --

5 MR. GALLIHER: Experts and --

6 THE COURT: -- and the client.

7 MR. GALLIHER: -- and shared with other
8 attorneys who have lawsuits against Venetian.

9 THE COURT: Yeah. But, no, I'm not talking
10 about your position.

11 I was talking about -- because when you said
12 that it was -- the Protective Order was you and no one else, I
13 just wanted to clarify that it was for litigation purposes in
14 this litigation.

15 MR. GALLIHER: Yes.

16 THE COURT: So it would have been inclusive of
17 experts in this litigation and staff of the counsel in this
18 litigation.

19 It was just not to be shared outside of anybody
20 necessary for this litigation, because there are -- there's a
21 difference between an Attorney's Eyes Only request and a
22 request where the client and the expert can see it.

23 MR. GALLIHER: Understood. No, this is not an
24 attorney's only request.

25 This was you can use it in litigation but you

1 can't use it outside the litigation. You can't give it to
2 anybody else who's involved in litigation against the Venetian.
3 You have to keep it in this litigation.

4 And my response was: I can't agree to that
5 because I do not think that a Protective Order is proper in
6 this case given the nature of what we're asking for, injury
7 incident reports.

8 There are a number of pending lawsuits against
9 the Venetian as a result of these floors and people slipping on
10 these floors.

11 And, I mean, the Court should be aware that as
12 members of the Nevada Justice Association, we all share
13 information concerning our cases. We share briefing, we share
14 experts and we share discovery that, in fact, we collected in
15 our case.

16 And as the Court would note from the objection
17 that we filed, and by the way, giving credit where credit is
18 due, Kathleen wrote the objection. She researched it and wrote
19 it. And I thought she did an excellent job.

20 The bottom line is that the cases in this
21 country are uniform, that a Protective Order is not proper in a
22 situation like this because what it does is it increases
23 discovery costs.

24 For example, in this case, I received 64 prior
25 fall reports redacted. Attorney Goldstein had another case

1 against the Venetian. He received 32. Same time frames.

2 What happened when I got my redacted reports, I
3 exchanged them with him. He sent them to me -- and by the way,
4 there was no Protective Order in place. There was no motion
5 practice in place, despite what's being represented.

6 THE COURT: I was going to say because I do have
7 a counter motion for you --

8 MR. GALLIHER: Yeah. I know.

9 THE COURT: -- to comply with the Court order
10 and a counter motion for sanctions related --

11 MR. GALLIHER: This was done right upfront. The
12 minute I got the information, I -- I exchanged it with counsel.
13 George Bochanis also got a set. He exchanged a set.

14 So what we did is we got a set and compared
15 notes. And lo and behold, what we find is I don't have four of
16 the reports that Mr. Goldstein has. He doesn't have 35 of the
17 reports that I have. And Mr. Bochanis has about 11 that I
18 don't have.

19 So what we're finding is this -- and the
20 interesting thing about this is that the Venetian, when they
21 defend these cases, they always retain different defense firms.
22 So they don't retain the same firm to represent them in
23 defending these cases.

24 Now, why do I think that's the case?

25 Well, gee, if you have an ethical defense lawyer

1 and in one case you send them 32 reports for the same time
2 frame and the next case you send them 64 reports, the first
3 thing he's going to ask is: Well, what are you doing? Why
4 don't I have all the reports?

5 And the other thing that troubles me in the case
6 is I took the deposition of EMT Security Guard Larson, and
7 that's referenced in the motion practice. And Mr. Larson
8 testified that he had investigated -- his best estimate was a
9 hundred injury falls himself as an EMT security guard being
10 employed with the Venetian for a period of nine years.

11 Well, he's one of two or three EMT security
12 guards per shift. There are three shifts. So if we assume
13 that he's an average EMT security guard, that means that there
14 is somewhere between 600 and 900 injury falls on these floors
15 at the Venetian during the nine-year time frame. If we narrow
16 it down to the five years that we requested, we'll estimate a
17 suite of 500 falls.

18 Well, I got 64 reports, and the reports I got
19 were not the same reports as Mr. Goldstein got, were not the
20 same reports that Mr. Bochanis got.

21 So obviously from my perspective, it was: Well,
22 why would I stipulate to a Protective Order in this case given
23 what we know is the situation? And we argued this before
24 Commissioner Truman.

25 And, quite frankly, what happened is that the

1 Protective Order argument was made in the reply to the
2 opposition to the initial motion that was filed. The
3 Protective Order that was sought at issue was: We want to be
4 able to submit redacted reports. That was the issue.

5 I responded and said: No, there's no privacy
6 issue here.

7 And HIPAA certainly doesn't apply. We're not
8 talking about a medical facility.

9 So -- and the Social Security Numbers are not on
10 the reports, so that's not at issue.

11 The only thing we want is contact information.
12 We want a name and address of the person who fell.

13 Well, in response to our opposition for the
14 first time in the reply, the argument was expanded. Now, it's,
15 like -- because at that point in time the defense learned that
16 we had shared information with the other two attorneys and
17 apparently that upset the Venetian. So now the game changes.

18 Now, it's, like, well, you know what? We want a
19 Protective Order because we don't want you to be able to
20 disclose this information to any other attorney that's involved
21 in litigation against the Venetian.

22 Well, as we pointed out in our objection, that's
23 completely contrary to the uniform case law throughout the
24 country. There are no cases that we located in which a Court
25 upheld a Protective Order of that nature.

1 Well, we didn't get a chance to brief that
2 because it was a reply in motion practice.

3 So we went in and argued the issue, and we lost
4 the issue before Commissioner Truman. And, quite frankly,
5 Commissioner Truman was just flat wrong.

6 So the bottom line is that the order was issued.
7 And then on top of it, it's now been magnified even further by
8 the defense because now I'm supposed to go out and I -- and I
9 violated her order -- it wasn't an order. It was a report and
10 recommendation.

11 And I had to go out now and I have to request
12 all that information, all those reports back from counsel. I'm
13 not sure why because that was never even argued before the
14 Discovery Commissioner.

15 So all of a sudden, from a situation where we
16 have a -- a Protective Order that should not have been issued,
17 period, with respect to sharing information or with respect to
18 redacted reports, that's now been expanded by the defense into
19 this -- and I'm a little surprised because Mike Royal and I,
20 believe it or not, get along quite well.

21 And I'm reading this and it's, like, oh, well, I
22 had no idea I was so clever. I didn't realize that I was that
23 smart and that disingenuous; but I guess maybe, perhaps,
24 Mr. Royal thinks I am.

25 But the bottom line is that the reports that we

1 received, redacted reports, were shared well before there was
2 any talk about a Protective Order. So I'm not in violation of
3 anything.

4 The information was also shared well before
5 there was ever a motion practice filed before the Discovery
6 Commissioner. And the only reason that was filed was because I
7 refused to stipulate to a Protective Order which precluded me
8 from sharing information.

9 So the bottom line is all of this now has been
10 expanded far beyond -- I'm not even going to address the
11 Schulman deposition. I think that's a subject of separate
12 motion, a separate proceeding. I think that Mr. Royal's
13 position was completely wrong in that situation.

14 I'm addressing right now the proprietary nature
15 of a Discovery Commissioner Report and Recommendation that
16 tells me I can't get unredacted reports so I can contact these
17 people and present them, subject to the Court's discretion at
18 trial, to show notice, foreseeability and comparative
19 negligence, or the absence of --

20 THE COURT: But, Mr. Galliher, the order would
21 let you do that if you just needed the names and the
22 information for contact purposes for this litigation.

23 But what you're suggesting is, is that it's
24 really two-fold: Like you could have what you need for this
25 litigation, but you've already shared it and you want to

1 continue to share it and you want to support your bar by -- by
2 sharing this information.

3 Is that what you meant by saying it creates some
4 form of efficiency or judicial or partly economy because then
5 all of the same information would be out there amongst all the
6 same plaintiffs attorneys.

7 MR. GALLIHER: Well, actually the
8 recommendation, of course, is that the reports remain redacted.
9 The recommendation is not that I get the names and addresses of
10 the people who fell. The Report and Recommendation denies me
11 that.

12 THE COURT: Fair enough.

13 As you said, you were talking about negotiating
14 a Protective Order but you didn't agree, and that would have
15 been a negotiated matter.

16 MR. GALLIHER: Right.

17 THE COURT: But you got it or you did not get
18 it?

19 MR. GALLIHER: No, I didn't.

20 I still don't have the names and addresses of
21 the people who fell.

22 THE COURT: I think that -- okay. And this is
23 why we have oral argument, because I thought I connected
24 properly to the fact that you only got a redacted and that was
25 what was ordered.

1 But then when you started arguing and you said
2 you shared it and that may have upset them, that struck me as:
3 Okay. Well, wait a minute. Maybe there was some sharing of it
4 in an unredacted form and that's what -- you know, to you, and
5 then that's what -- you know, you're upset because you shared
6 that with the others. So you only received the redacted.

7 MR. GALLIHER: Yeah. We've never seen an
8 unredacted report -- Injury Incident Report from the Venetian
9 as requested.

10 And -- and we go right back to the question
11 of -- and we've argued this in our -- our objection. Kathleen
12 did an excellent job of briefing the issue. It violates
13 NRCP-1, it violates the case law that we cited, which is
14 universal.

15 The reason that you are allowed to do what we do
16 is you share the -- share information. Remember, we're suing a
17 big corporate defendant. And they're being sued a lot.

18 We've -- we've identified five or six pending
19 lawsuits that we didn't know about, additional reports we
20 didn't know about in our opposition -- or our objection because
21 Kathleen did the research and located the information.

22 So our position is that the case law makes it
23 very clear that this type of sharing of information is
24 encouraged because it decreases discovery costs.

25 Otherwise, if you allow this situation where we

1 cannot disseminate the information that we've uncovered in this
2 case to other attorneys who are suing the Venetian, then that
3 forces us, all of us, to discover information ourselves in each
4 case unilaterally without sharing information or relying upon
5 information that's received from other people, other attorneys
6 involved in the case.

7 And what makes that even worse is that the
8 second purpose of all of this is to do exactly what we did:
9 Crosscheck, make sure that the corporate defendant is being
10 honest and forthright in giving you the information that you've
11 requested.

12 And the best way for us to determine that is to
13 compare what we received with what other attorneys suing the
14 Venetian have received. And what we find in this case is it's
15 not the same. So --

16 THE COURT: And interestingly, Mr. Royal says
17 that it's exactly what you did, which is why we need the
18 Protective Order to begin with because things shouldn't be
19 shared.

20 No, I appreciate it. I think you covered
21 everything very well. I think I have a few questions.

22 You -- there was a couple of procedural things.
23 I didn't know if you wanted to address them now, or we'll just
24 as we kind of wrap up, we'll go over it. But there was the
25 challenge that the counter motions really -- that you

1 brought -- the counter motions could not be added here.

2 MR. GALLIHER: Well, in reality, there should
3 have been an objection. And if the Court ordered, there should
4 have been a response to the objection. That's all that should
5 be here.

6 What happened is that the defense filed the
7 counter motion. They filed a counter motion and we filed a
8 response to that motion to strike because our argument was --

9 THE COURT: And I have that motion to strike --

10 MR. GALLIHER: -- that that should not have been
11 filed. That all we should have had here today would have been
12 the objection and the response to the objection and nothing
13 else. So that's why we filed a Motion to Strike.

14 THE COURT: Well, and uniquely our rules until
15 the recent incarnation of the rules I don't think even allowed
16 for a response to the objection.

17 MR. GALLIHER: Right.

18 THE COURT: But the new rules do. And everybody
19 always did it, so, you know, it is what it is.

20 MR. GALLIHER: And I'm fine with that.

21 But the rest of the -- the rest of -- everything
22 after what should have been the response really has no place
23 here, which is why we filed the Motion to Strike.

24 And the -- for example, the deposition shouldn't
25 be here. It could be raised before the Discovery Commissioner,

1 if, in fact, the defense really feels they have a valid
2 argument. I don't think they do.

3 So the bottom line is the Commissioner's Report
4 and Recommendation, which is flat wrong, she got it wrong. I'm
5 not blaming her for that because she didn't have all the
6 briefing that you have before you at the time she made the
7 decision. It was raised in reply for the first time.

8 So now that we've got the Venetian's position,
9 which is, you know, you can't distribute this to anybody else,
10 we've researched the law. The law does not support that
11 decision as we've cited in our brief.

12 Numerous cases throughout the country have said
13 we actually encourage this because it reduces discovery costs,
14 number one. And number two, it enables the attorneys suing the
15 corporate entity to crosscheck whether or not the information
16 they're receiving in discovery is accurate.

17 Submitted.

18 THE COURT: All right. Thank you.

19 Ms. Gallagher, did he miss anything? Is there
20 something else that we should cover?

21 I'm kind of being facetious.

22 MR. GALLIHER: I don't have a problem with that.
23 I don't mind being reminded.

24 MS. GALLAGHER: I was just going to say --

25 THE COURT: I'm sorry. It was a poor joke. I

1 just -- yeah, because he credited you with writing so much, I
2 thought in case he missed something.

3 But, of course, it's -- it's just a summary. I
4 was only joking. But thank you for your efforts and thank you,
5 Mr. Galliher, for your argument.

6 Mr. Royal, and wherever you want to start.
7 We've got some procedural, obviously, arguments and I know you
8 cited to 2.20 for, you know, bringing a counter motion that
9 relates and some other things that it is.

10 Under the current rules, it does contemplate
11 that there's an objection that there was either a response to
12 the objection and that's how you would resolve these issues.

13 I don't know whether I have a ton of heartburn
14 that you raised the issues the way that you did. It's just
15 whether or not, you know, we're going to address them here or
16 not. But however you want to start -- wherever you want to
17 start.

18 MR. ROYAL: Your Honor, the reason I -- the
19 reason I filed the counter motion is because it's so closely
20 connected to -- to the timeline of events that are at issue
21 here.

22 I mean, when Mr. -- -- when Mr. Galliher says he
23 -- the way he presents this is that I sandbagged -- that the --
24 you know, the defendant sandbagged before going before the
25 Discovery Commissioner.

1 This was -- I actually sent him correspondence
2 on December 17th, 2018. I let him know from the very beginning
3 that my client wanted this information to be protected. So I
4 sent him a letter with a copy of a Protective Order, a draft,
5 for him to look at. He contacted me and indicated he's not
6 going to do that. We had a 2.34.

7 I went ahead and I -- you know, and I frankly
8 just decided I will go ahead and give him redacted copies and
9 see if that satisfies the situation.

10 He contacted me -- that was on January 4th.

11 He contacted me and said: Okay, I'm not
12 satisfied. You're not allowed to do this.

13 I -- and I said: Well, why? Why? You've got
14 the prior incidents. Okay? You've got whatever it is that you
15 need to make your notice arguments.

16 No, no, no. I need to be able to contact every
17 one of these people and maybe even their relatives and
18 witnesses, whatever, and I need to be able to talk to them
19 about the case. Every one of these people are potential
20 witnesses.

21 And I said: Well, we're not going to agree to
22 that. You know, and so we had a -- we had a -- you know, we
23 had another 2.34. And we agreed that I would file a motion for
24 Protective Order.

25 Now, I sent him a letter on January 23rd

1 again --

2 THE COURT: You agreed to file a motion for the
3 Protective Order. You did not agree to the Protective Order.

4 MR. ROYAL: I'm sorry. Thank you, Your Honor.

5 THE COURT: No, no. You said it that way. I
6 was just confirming for the record that's how I heard it. It
7 was that the understanding was you couldn't resolve it.

8 MR. ROYAL: Right.

9 THE COURT: So you were going to do a motion and
10 that's -- we're reconfirming it.

11 MR. ROYAL: Some of the correspondence that
12 I've -- that I've provided to the Court, e-mailed -- or a
13 letter, or whatever, e-mail to Mr. Galliher, Mr. Galliher
14 writes me back and one of the things he said was: Go ahead and
15 file your motion. I don't believe the Discovery Commissioner
16 is going to agree with you.

17 Okay. Fine. All right. That's why we file
18 motions.

19 The motion was then filed on February 1st. So
20 when Mr. Galliher today represented before the Court, I didn't
21 provide any of this information -- or rather I provided this
22 information before there was any motion practice. That's what
23 he just said.

24 Now, what I -- what I have provided the Court is
25 an affidavit from Mr. Goldstein, who said he first met with

1 Mr. Galliher on February 7th, 2019. So that would be six days
2 after we filed the motion. It would be well after the time
3 that Mr. Galliher and I had a discussion about whether or not
4 my client wanted this information to be protected.

5 He understood -- he understood from the very
6 beginning, at least from December 17th, 2018, that this
7 information was something my client wanted protected. He
8 understood that.

9 Now, if he shared the information with
10 Mr. Goldstein, maybe if he could show that he did that between
11 January 4th and maybe January 23rd, that would be one thing.
12 But that's not what happened, and that's not what at least the
13 evidence we have -- the Court has before it shows.

14 We agreed on January 23rd, I would file a
15 motion. I filed a motion on February 1st. He met with
16 Mr. Galliher -- or, sorry, Mr. Galliher met with Mr. Goldstein
17 on February 7th, and that's when they had their exchange.

18 By the way, I didn't know that. I didn't know
19 that when I filed the motion. I thought that we -- it was just
20 going to be a simple motion before the Court and we were just
21 going to try to get this resolved.

22 What it looks like happened from my perspective
23 is that once Mr. Galliher was aware we were going to be filing
24 the motion, he wanted to go ahead and do a preemptive exchange
25 with Mr. Goldstein, Mr. Bochanis and whoever else just to hedge

1 his bets in case the Court granted the motion.

2 And so then he files his opposition. I filed my
3 reply. And at the time I filed my reply, I did not know that
4 Mr. Goldstein had actually used information about this, the
5 subject of the motion for Protective Order. I didn't know that
6 until after I filed my reply.

7 So you'll see, Your Honor, that I actually filed
8 an addendum to the reply to let the Discovery Commissioner
9 know: Hey, I just found out, Mr. Goldstein and Mr. -- I mean,
10 while this motion is pending, they're exchanging information.

11 So when we got to the hearing, that's when
12 Mr. Galliher -- that's when Mr. Galliher, for the first time,
13 is talking about his explanation of why he needs this other
14 information. Oh, and Mr. Goldstein only got 32, and, of
15 course, I gave him 64.

16 So I gave him 64 and I'm the bad guy because I
17 actually gave him twice as many as whatever Mr. Goldstein got.
18 And he's trying to suggest to the Discovery Commissioner that
19 there's some nefarious plan by my client.

20 And all I can tell, Your Honor, is at the time,
21 at the time that I argued this, that we argued this before the
22 Discovery Commissioner on March 13th, 2019, I did not know -- I
23 did not know that on March 12th, the day before, March 12th,
24 2019, that Mr. Goldstein had taken all 64, 660 pages of those
25 documents provided to him by Mr. Galliher while this motion was

1 pending and he filed it with the Court, so it became a public
2 record.

3 I didn't know that. Do you think I would -- if
4 I knew that, I would have brought that up before the Discovery
5 Commissioner?

6 He's saying today: Well, Mr. Royal should have
7 brought that up. I would have brought that up if he would have
8 told me. He didn't tell me. He didn't tell me that
9 Mr. Goldstein had -- had filed this with the Court.

10 I mean, of course, I would have wanted it --
11 this information back. My understanding at the time of the
12 hearing was that he met with Mr. Goldstein, there was some
13 exchange: Hey, you only got 32. Well, I got 64. Oh, this
14 isn't right.

15 You know, it wasn't my understanding that they
16 were actually physically providing these to each other or he
17 was providing it to them.

18 Now, he -- he -- Mr. Galliher said: Well,
19 Mr. Royal -- Mr. Royal, there were -- there were a couple that
20 Mr. Goldstein had and Mr. Royal didn't produce or maybe three
21 or four. And that's why the Discovery Commissioner said:
22 Well, okay. Mr. Royal, will you, please, go look at that?
23 Which I did.

24 And I sent correspondence to counsel afterwards:
25 I looked at these. None of these apply. This is why. I

1 explained to him there's been no other conversation with
2 Mr. Galliher about that.

3 So here we are -- you know, the question -- the
4 question I have here is, first of all, as it relates to the
5 underlying motion, our argument to the Discovery Commissioner
6 was simple. It was: Look, they want to take this information,
7 they want names, they want whatever they need, addresses. He
8 not only wants to contact these people, he wants to share it
9 with Mr. Goldstein.

10 Mr. Bochanis, he wants to throw it online; he
11 wants to put it in some repository or deposit -- I don't know
12 what he's going to do with it. But he wants unfettered access
13 to these people.

14 Not just so that he and his firm can contact
15 them for this case to see if maybe there might be some reason
16 they can call them as a witness for whatever reason,
17 comparative negligence, which I still don't get. But he wants
18 to -- he wants to let Mr. Goldstein, Mr. Bochanis and every
19 other lawyer in town contact these people for whatever reason.

20 And, you know, our argument was, they have
21 privacy rights too. And regarding HIPAA and so forth, I argued
22 before the Discovery Commissioner, that there was private
23 information in each of these.

24 We have EMTs that respond to these -- to these
25 events. They get medical history information from these

1 people. They -- they do whatever assessments that they do, and
2 take statements from these people about what was hurt and so
3 forth.

4 And this information, I argued, at least is --
5 they deserve some protection. And so --

6 THE COURT: That's more of a general argument;
7 right?

8 MR. ROYAL: Yes.

9 THE COURT: Because HIPAA --

10 MR. ROYAL: Right.

11 THE COURT: I think we can all agree, does not
12 apply to lawyers, it does not apply to hotel casinos.

13 MR. ROYAL: I argued -- I argued this as
14 HIPAA-related information.

15 THE COURT: Okay. So basically it's medical
16 information that you are concerned with.

17 MR. ROYAL: Yes, yes. Absolutely. And that
18 these people have privacy rights.

19 Now, I said: Look, if Mr. -- if Mr. Galliher
20 sees a factual situation where he feels like, okay, that one --
21 that's on point. We can use that one. Here's case number two,
22 three, seven, eight. Could you -- and then we talk about that.

23 That's what she said when she said you guys can
24 sit and meet and confer if you find something factually
25 similar. That's never happened. We've never had that

1 discussion.

2 He's not one time come back to me and said:
3 Hey, this one on -- on this date is kind of similar. I'm
4 really interested in this one. Can you maybe give me that
5 information? Can we talk about that? Not once.

6 It's just all been about this -- you know, just
7 swinging for the fences.

8 Now, the last thing I want to bring up regarding
9 the -- you know, the fact is Mr. Galliher says he has no duty.
10 He had no duty to go to Mr. Goldstein and say: Hey, don't file
11 that with the Court. I've got a motion pending. I know I gave
12 that to you, but don't file it. Okay?

13 He was so sure that the Discovery Commissioner
14 was not going to grant my motion, that he just started divvying
15 it up.

16 THE COURT: Well, let's -- let's do this: I
17 want to stay on the, sort of, as much as I can the legal point
18 because clearly there are, you know, concerns here with how and
19 when communications occurred and who said what to whom and who
20 gave what to whom.

21 But, you know, what Mr. Galliher has pointed out
22 in his objection is that, you know, the very generic rule one
23 that we have here, the Feds have, about, you know, speedy,
24 just, et cetera, resolutions and expensive resolutions and then
25 tying in to case law -- a lot of it is federal -- but tying in

1 to case law -- and, you know, of course we do look to our
2 federal counterparts for rule interpretations -- but tying it
3 in to, you know, how -- it doesn't really exist that this kind
4 of information can and should be allowed to be redacted.

5 What are we hanging our hat on legally other
6 than just, well, you know, maybe these people shouldn't be
7 bothered?

8 MR. ROYAL: Well, I think that, you know, one of
9 our arguments was that we have -- we have a relationship with
10 our guests.

11 THE COURT: Sure.

12 MR. ROYAL: We have a relationship with our
13 guests, and they come to us and they provide us with certain
14 information -- their contact information, whatever, the dates
15 of birth, and we do have Social Security numbers, and that kind
16 of information is available in these reports.

17 And so, yeah, we don't -- it's our position that
18 it's not necessarily -- we can't just -- we can't just give
19 this information out every time -- not just because
20 Mr. Galliher wants it for his case, but so he can give it to
21 every attorney in town?

22 He can do whatever he wants with this
23 information and publish it anywhere, any way he wants to?

24 THE COURT: Well, I mean, there's other ways to
25 fashion this; right?

1 I mean, I -- if Commissioner Truman had made a
2 decision to say unredacted to them but limited to just them, I
3 think that could be -- have been viewed as a reasonable
4 outcome.

5 You know, because then they have the opportunity
6 to contact people but it's limited to how they utilize it, but
7 that's not what happened here.

8 Commissioner Truman said to redact it so they
9 don't have names, they don't have those abilities, they just
10 have number of incidents. And then that got shared.

11 You know, so I don't know what would have been
12 shared or not shared. And I don't know what would be shared or
13 not shared if I have a disagreement in any way with
14 Commissioner Truman's outcome, but I just think that there's
15 lots of different ways to look at this.

16 It just -- it strikes me as, you know, you've
17 got a plaintiff who had a circumstance, and I don't understand
18 it to necessarily -- I guess, let me say it this way: What if
19 it wasn't the Venetian? What if it was -- I hate to pick
20 anyplace, you know, a Walgreens, and somebody asked for prior
21 instances in a reasonable time frame and they had three. I'm
22 not thinking Walgreens is going and redacting it all out
23 because they don't want them to have the information and/or
24 potentially it gets shared.

25 You know, like you said, at the Venetian, they

1 have a relationship with their client -- with their customers.
2 And I don't know, some of these maybe we'll call them better
3 customers than others, right, or return guests, visitors,
4 players, whatever.

5 But, you know, because of the volume of it, you
6 know, perhaps that was a concern or just because of the -- of
7 the nature of what might be done with it, I guess, was a
8 concern, but it just -- I really just want to make this
9 decision based on what I think the prevailing case law tells us
10 and not on some sort of, you know -- I'm not saying this is
11 what Commissioner Truman did, but some sort of knee jerk that,
12 well, this is medical information, so, oop, we can't -- oop,
13 no, we can't do.

14 Because that's really not a legitimate basis I
15 think to go back -- there may be others, but I don't think that
16 is.

17 So just kind of giving you the benefit of those
18 thoughts for what they're worth.

19 MR. ROYAL: I mean, our -- my main point,
20 Your Honor, is our client -- or our clients are -- our
21 customers' right to privacy related to this information.

22 Mr. Galliher just wants to start contacting --
23 we don't know how -- I mean, he's just going to start
24 contacting everybody. And -- and Mr. Goldstein is going to
25 start contacting everybody. And Mr. Bochanis is going to start

1 contacting everybody because it's all going to be shared.

2 And who knows who else?

3 So my initial -- my initial motion,

4 Your Honor -- my initial motion was very straightforward. And
5 it was simply that we're going to -- we'll give him the reports
6 unredacted, and he didn't share them with anybody.

7 But then I found out -- then I found out --

8 THE COURT: That he shared them.

9 MR. ROYAL: -- that he had shared them. After I
10 filed the motion and -- you know, and so I -- yeah. I mean, I
11 say, okay. Okay, fine. You know what, just keep them
12 redacted.

13 I think -- and I think that Commissioner Truman
14 had some -- I think that played into May -- I don't know. I
15 can't read her mind. She -- you know, but it certainly -- it's
16 not in the Report and Recommendation.

17 But the fact that he's already sharing this
18 information, while it's an issue before the Court, the fact
19 that he shared it and, you know, while this objection's pending
20 and everything else, I mean, it's still being -- it's out
21 there.

22 It's been filed with other -- in other
23 proceedings. In the Smith -- Venetian versus Smith, or Smith
24 versus Venetian. And it's been filed by Mr. Goldstein. I
25 don't know, it may be filed elsewhere.

1 But I think that alone, Your Honor, is -- I
2 mean, I understand -- I mean, I -- that alone to me is just --
3 I can't understand. If he felt that her ruling was wrong, he
4 should have moved for a stay. He didn't do that.

5 You know, he said it's just a Report and
6 Recommendation, but it's still -- it's still something that he
7 can't just thumb his nose at.

8 And that's what I think has happened here and
9 that's why we filed the counter motion.

10 THE COURT: All right. Any final word,
11 Mr. Galliher?

12 MR. GALLIHER: Yes, Your Honor.

13 This -- first of all, the 64 reports we're
14 talking about were all slip and falls on liquid on the marble
15 floors at the Venetian. That's pretty substantially similar.

16 And Mr. Royal may have forgotten, but I actually
17 did a letter to him and requested a conference -- we haven't
18 had it yet -- about the fact that it's my belief that all 64
19 reports are substantially similar and, therefore, the
20 unredacted information should be disclosed in each and every
21 case.

22 However, the bottom line is, and I think the
23 Court's pointed this out in response to Mr. Royal's argument,
24 there is zero case law in this country that supports what the
25 Commissioner Truman report -- what she recommended in this

1 case; zero.

2 All of the case law in this country encourages
3 those of us who represent plaintiffs against corporations,
4 major corporations, to gather our discovery information and
5 share it with each other for the obvious reason that it makes
6 the litigation far less expensive.

7 The other thing I think that's important here is
8 there's a complaint about the fact that we don't know the
9 relationship of the people who fell to the Venetian. They may
10 have been people walking through, they may have been people
11 shopping, they may have been gamblers. We don't know any of
12 that.

13 I don't think any of that matters because,
14 remember, most people have the absolute discretion to talk with
15 us or not talk with us.

16 If we contact an individual and we say we'd like
17 to know what happened to you at the Venetian, and they say: Go
18 pound sand. Well, okay, end of inquiry.

19 But there may be people who are anxious to tell
20 their story, who want to weigh in.

21 And by the way, just so you know, this isn't
22 really novel. I co-counseled in a case before Judge Crockett,
23 Bassu (phonetic) versus Planet Hollywood. The issue had
24 arisen. Judge Crockett ordered redacted reports.

25 And people have been sent out, interviewed

1 people. Some people wanted to talk to them, some people don't
2 want to talk to them. But are we the judges ultimate decision
3 at time of trial regarding how much of this information to
4 admit into evidence?

5 But we're not talking about that now. We're
6 talking about discovery. We're talking about something which
7 is reasonably calculated to lead to discoverable evidence. And
8 I can't think of anything more reasonably calculated to lead to
9 discoverable evidence than unredacted reports.

10 And, secondarily, because there's an absolute
11 dearth of case law which supports the Venetian position and all
12 the case law supports our position, we should be allowed to
13 share the information with counsel, who also have a similar
14 interest against the Venetian.

15 Submitted.

16 THE COURT: All right. Mr. Royal, did you have
17 something --

18 MR. ROYAL: I don't want to belabor this.

19 THE COURT: There's, like, counter motions and
20 things, so I get it. I don't want to close anything --

21 MR. ROYAL: I don't want to belabor this, and
22 I -- just to make this clear: None of those prior cases were
23 substantially similar because in this case there was no liquid
24 on the floor. Okay? That's -- that's -- it is what it is.

25 I mean, if counsel is being honest, he knows

1 that. But there was nothing on the floor.

2 So even with -- with -- I mean, what counsel
3 hasn't done is justify, justify, how it is that he could --
4 even though he disagrees with me, even though he thinks the law
5 is not on my side, whatever, okay, as soon as he knew that we
6 were filing a motion for Protective Order he had zero respect
7 for me, my client, for the Court because he just went out and
8 started sharing it anyway.

9 That's what I can't just -- I can't understand,
10 and I just don't think that that kind of conduct -- I think --
11 to me it's egregious. I guarantee you if the roles were
12 reversed and I was the one out there sharing information or
13 whatever it was about his client, he would be going nuts and
14 seeking sanctions against me.

15 What we see here is very, very blatant conduct
16 on the part of counsel in the way that he conducted himself
17 here. That's all I can say --

18 THE COURT: All right.

19 MR. ROYAL: -- in respect to that.

20 THE COURT: And did you need a response?

21 MR. GALLIHER: Only -- first of all, in my
22 45 years of practice I don't think I've ever really gone nuts,
23 and I wouldn't plan on going nuts in this case as well. That's
24 just not my way of doing things.

25 THE COURT: Well, I mean, one of the things

1 that's being described, and I'm not pressing you on it, and
2 maybe I'm wrong not to press you on it, but what's being
3 indicated here is, at the very same time you know that you
4 haven't had agreement on a Protective Order, at the very same
5 time that you know that they're going to be arguing for this
6 and it very well could be ordered, even though you didn't feel
7 it was likely that Commissioner Truman would do it and you're
8 not, you know, again, the first party I've had come in here
9 thinking that, you know, things would go a certain way.

10 We had ten-plus years of a particular discovery
11 commissioner. Now we have a new one, at least for now. And
12 possibly go a different way. But that right on the eve of this
13 being decided that you chose to share what you had.

14 MR. GALLIHER: That's absolutely wrong.

15 THE COURT: Okay. Tell me what's wrong.

16 MR. GALLIHER: Absolutely wrong.

17 Remember, the argument that we were not able to
18 disseminate the information outside this litigation was raised
19 for the first time by the defense in the reply to the Motion
20 for Protective Order before the Discovery Commissioner.

21 THE COURT: Well, I heard you say that before
22 but I didn't connect that to being sort of the informal
23 discussions that you all had about what may happen or not
24 happen, and that would be shared.

25 MR. GALLIHER: There was no discussion at all

1 about not sharing reports until I objected to the fact that we
2 didn't receive unredacted reports.

3 Then the offer was made: We'll give you
4 unredacted reports so long as you agree to a Protective Order
5 that says you won't share them.

6 And I said: No. I won't do that. I was
7 upfront from the get-go.

8 The fact that Mr. Royal filed a motion for
9 Protective Order after we had our conversations -- and by the
10 way, several of them -- didn't affect the fact that, again, as
11 I've represented before -- first of all, I don't know what
12 Mr. Goldstein did.

13 Mr. Goldstein and I, first of all, never
14 physically met anyway. We communicated by e-mail with my -- my
15 paralegal. We sent the reports in by e-mail. And the bottom
16 line is that he filed his motion one day before some hearing.

17 I have no control over when he filed his motion
18 or what he based it on.

19 The bottom line -- in fact, I had no idea that
20 he was going to use the redacted reports in the way that he
21 used them.

22 But, again, it goes right back to what does case
23 law allow us to do. And it's just very clear. There just are
24 no cases to the contrary, and that is: We are allowed to share
25 information for the reasons that I've outlined to the Court.

1 Otherwise, where are we as Plaintiffs' lawyers
2 representing individual persons against corporations?

3 If we are -- if judge -- if Commissioner
4 Truman's Report and Recommendation were upheld, where would we
5 be?

6 We would have a rule for the Venetian and a
7 different rule for everybody else. Whenever you litigate
8 against the Venetian, well, you're entitled to require prior
9 incident reports, but they can redact them so you can't contact
10 the victims to verify information or present them at trial.
11 And, by the way, because it's the Venetian, you can't share
12 them with any other attorney who has a lawsuit against the
13 Venetian or any other hotel.

14 Well, that's not the law and there are obvious
15 reasons why.

16 So, again, I submit it.

17 MR. ROYAL: Now, I have to --

18 THE COURT: And, trust me, I'm not the tennis
19 judge; right? I'm not going to keep doing this and then you
20 always get the last word with the point. But --

21 MR. ROYAL: But I just want to be --

22 THE COURT: You want to clarify because you --

23 MR. ROYAL: I want to clarify.

24 THE COURT: -- argued it one way in terms of the
25 communications, what was happening and Mr. Galliher just

1 clarified it a different way.

2 So go ahead.

3 MR. ROYAL: All I can do, Your Honor, is to ask
4 that -- I've -- I've tried to give the Court as much
5 information as I can.

6 THE COURT: I got a lot of information.

7 MR. ROYAL: And because I want the Court to be
8 informed.

9 Mr. -- Mr. Galliher just said I don't know -- I
10 don't know what Mr. Galliher -- or Goldstein did.

11 Mr. Goldstein, I -- I don't have any
12 declarations or -- or -- from Mr. Galliher about what happened.
13 I do have one from Mr. Goldstein that I provided to the Court
14 that says he met with him on February 7th.

15 He said he met with them or they exchanged --
16 whatever. I don't know if it was by e-mail. I just know it
17 was February 7th after we filed our motion.

18 And so Mr. Galliher has made representations
19 here that, you know -- he says before I really filed anything
20 or we started really talking about it, he already gave this to
21 Mr. Goldstein.

22 I'm just telling you, Mr. Goldstein -- this is a
23 declaration that he filed with the Court. As an officer of the
24 Court, he got them on February 7th, and he says: I have no
25 control over what he does.

1 Yes, he did. Mr. Galliher had control. He had
2 control not to -- first of all, he had control not to give it
3 to him; secondly, he had control that said: Hey, hey, hey,
4 don't file anything with the Court. There's something pending
5 right now, and let's just kind of keep it on the down low. I
6 don't know. See what the Court does.

7 But instead, because he's so sure of himself of
8 what the Court was going to do, he just said: All right. You
9 know, go ahead Mr. Goldstein, go ahead Mr. Bochanis, here you
10 go. The Court's on our side.

11 And so even if Your Honor -- even if Your Honor
12 does not affirm the Discovery Commissioner Report and
13 Recommendation, we still have the issue of what Mr. Galliher
14 did here with respect to this information, that at least for a
15 period of time was to be protected. And it wasn't protected.
16 He did nothing to protect it.

17 In fact, he did everything so that it wasn't
18 protected, everything he could to make sure it wasn't protected
19 regardless of the Court's determination.

20 THE COURT: All right. Thank you.

21 MR. GALLIHER: I'm tired.

22 THE COURT: Submit it.

23 MR. GALLIHER: Submitted.

24 THE COURT: All right. I should share this. I
25 mean, I'm sure counsel knows this, but maybe I shouldn't assume

1 because shockingly I've been in this job ten years, which I
2 didn't even think of until I got my certificate, which I didn't
3 know that they gave you for ten years of service here a couple
4 months ago.

5 I spent nine years in-house counsel for the
6 Mirage Casino and Hotel. I was not anything to do with
7 personal injury. That was all done at the corporate level. In
8 fact, my colleague, Carolyn Ellsworth, was the one who did that
9 in the day when I was there.

10 I was the client on occasion for a settlement
11 conference or such, but we didn't have anything to do with any
12 of that. But I do know that we -- we handled subpoena
13 productions. We handled other things.

14 And I was just -- as I'm reading through this, I
15 couldn't help but think back and think: Would we have refused
16 to give these things out? Would we have asked to have them
17 redacted and would that have been a proper ask? Would we have
18 been likely to receive that?

19 Now, this goes back a long time, because ten
20 years on this job and another eight years in a different job
21 since I was at the Mirage, so, you know, I'm still in denial of
22 how old I am.

23 But I really -- I looked at this and I just
24 thought, you know, when all is said and done, to me it's all
25 going to boil back down to what is proper discovery, what is

1 relevant, and what should have been disclosed. And if there
2 should have been some limitations on it, what should those be?

3 And I said it a minute ago, and my mind still
4 stays there, was there, kind of, after reviewing all the
5 paperwork -- which, again, I do want to compliment. It was
6 very thorough and very detailed. I'm not sure my law clerk
7 would appreciate to have the same set of it with all the time
8 she had to spend on it, but it really let me see and understand
9 everything as best as I could and of course we clarified it
10 further here today -- is, you know, putting myself in the shoes
11 of the Discovery Commissioner and looking at everything fresh,
12 what would I have done?

13 And I really think what I would have said was:
14 The plaintiff gets it. The plaintiff gets all of it.

15 The plaintiff should not be precluded from being
16 able to have it, being able to know who these people are and
17 being able to contact these people.

18 Now, if things need to be redacted, like,
19 Social Security Numbers or other things, you know, I suppose
20 that could be a discussion to the extent that anything ever
21 were to get filed.

22 I don't know that it needs to be redacted from
23 going over to the plaintiff's side, but, you know, obviously we
24 can't have anything that's ever filed that would have a
25 personal identifying information in it, like Social Security

1 Number, et cetera; but they should have it.

2 The real question becomes then: Should they be
3 able to disseminate it?

4 And it's -- you know, I appreciate very much,
5 Mr. Galliher's argument that, look, you know, this is -- this
6 is -- there's nothing that precludes it in the law, and I -- I
7 agree. I don't see anything that precludes it in the law.

8 I could see where it could potentially be
9 undesirable to one of our larger businesses here in the
10 community. I could see where it potentially could be
11 undesirable. As Mr. Galliher himself pointed out, you could
12 call some of these folks and they could say, you know, pound
13 sand and not want to be bothered.

14 And perhaps there would be some thought process
15 of, you know, look, you can have it and you can do with it what
16 you need to do with it for your litigation, but what purpose is
17 there to serve to share it around? And then, you know, in
18 these circumstances would we end up with people who are
19 trolling for other clients, you know, and do we now beget
20 something that really, when people say bad things about
21 lawyers, you know, that they say them.

22 I would have no reason to believe that
23 Mr. Goldstein or Mr. Bochanis would do that, and those are the
24 names that come up here today. I've known and respected them
25 as practitioners for a very long time. So I'm not meaning to

1 suggest that. But I can see where, you know, somebody sort of
2 weighing the stakes about it.

3 And I think the easier call for me to be would
4 be to say: The Plaintiff gets everything but they keep it to
5 themselves. But really at the end of the day, I can't find any
6 legal basis to make that ruling.

7 I -- I do think that at the end of the day
8 Commissioner Truman made an error here.

9 I -- I think that it's relevant discovery. I
10 think it is, again, not only relevant, but it's -- it's
11 relevant as stated earlier to the foreseeability, to whether
12 the Venetian was on notice.

13 I think they are substantially similar enough,
14 liquid, no liquid, the issue is the slip and the fall on the
15 marble and what caused it and the circumstances. I think that
16 that certainly overlaps. I just don't see any legal basis upon
17 which this countersuit had been precluded.

18 In their full display to the Plaintiff, the only
19 question becomes -- and I have to admit I have some qualms
20 about this because, again, it would be easier to say, but keep
21 it to yourselves and don't share it to the greater world, but I
22 don't have a legal basis to say that, that I can see.

23 So it would mean me just saying: Well, let me
24 try to protect these people from lawyers doing something that I
25 would not suspect that these lawyers could or would do or let

1 me just protect these people so they're not annoyed.

2 And you know what? I'm sorry, that's not how
3 that works.

4 I mean, this information could all potentially
5 be found one way or another if somebody had contacts with
6 insurance people and had some inside scoop or they'd said
7 people filed litigations if those could be found.

8 It's all fair game. It just is. I think it's
9 just fair game.

10 I -- I struggle with the decision in all candor
11 because I do think because of the sheer volume of the amount of
12 people involved here, that it could become something that's
13 problematic. It could be viewed as something that would be
14 something, like, a -- you know, a marketing list that's out
15 there on the loose that somebody could get their hands on and
16 tie into, but I can't just because of that qualm tie it up.

17 I think that Mr. Galliher is correct on the law
18 on this one. Whether I like it or not and whether it's going
19 to, you know, make me unpopular in my decision making, I think
20 at the end of the day this is information that needs to be
21 provided in its unredacted form.

22 And, again, I don't see any legal basis for
23 limiting how it is -- how it is held and how it is viewed.

24 I guess in saying that, though, I would caution
25 Mr. Galliher that, you know, how you share this information and

1 who gets ahold of it and who has what information doesn't
2 necessarily protect folks from being upset and coming after and
3 wanting to attack this.

4 And maybe that is something to keep in mind,
5 even if you are sharing it with people who you trust or believe
6 wouldn't do anything negative with it. But I'm -- I am going
7 to reverse the Discovery Commissioner's Report and
8 Recommendations.

9 It's not really technically granting the
10 objection. It's just reversing the Discovery Commissioner's
11 Report and Recommendations.

12 And to the extent that it is now required that
13 there be unredacted incident reports provided, and technically
14 litigation on how Plaintiff and Defendant (inaudible), but it
15 is potentially problematic to the extent that this information
16 could be shared and could contain personal identifying
17 information.

18 There is -- there is statutory law out there
19 that talks about those who come into possession of large
20 quantities of information that contain personal identifying
21 information and do not handle it carefully and disseminate it
22 or do other things with it, you know, in my mind, I'm equating
23 it to CBS -- sorry, I picked on CBS today. I guess I picked up
24 Walgreens a minute ago -- and they take, you know, client files
25 and they dump them in the trash, and somebody gets ahold of

1 them. Like, you can't do that under our current statutory
2 scheme, in which, from my recollections in my days doing
3 consumer protection and, you know, we don't want to have the
4 functional equivalent of that happening here.

5 But beyond that, Mr. Galliher, I am going to ask
6 you to prepare the revised Report and Recommendations with the
7 order that reverses and removes that.

8 I don't know where we are with how to reconcile
9 these prior incident reports that weren't provided or how to
10 reconcile the providing of, you know, information. But, you
11 know, perhaps because the reverse and remand is going to be the
12 full unredacted incident reports, then maybe these other things
13 are mooted. I don't know.

14 MR. GALLIHER: Understood.

15 THE COURT: But you'll prepare the order.
16 You'll show it to Mr. Royal. And in light of that, not for
17 procedural grounds but on substantive grounds, I am going to
18 deny the three counter motions.

19 I do have some procedural concern. I think the
20 better course of action is to do it as a response to an
21 objection in this arena, and the current rules do allow for
22 that.

23 But, again, I'm not denying them on procedural
24 grounds. I'm denying them on substantive grounds, that I don't
25 believe there's any basis to grant the counter Motion to Strike

1 new facts and arguments or any -- these are arguments, as
2 pointed out, came up in the reply, and I think they need to be
3 flushed out.

4 You are in front of a judge. This is the time
5 to do it. No counter motion needed to now clawback what was
6 released or for Rule 37 sanctions.

7 I'm also going to, I think, as moot deny the
8 Plaintiff's Motion to Strike the improper counter motions
9 because I've now ruled that they're denied substantively.

10 And I don't know, again, procedurally if it
11 wouldn't have been more proper to do it as a response in
12 bringing it for the Discovery Commissioner, but that's not
13 where my concern lies. And I think it is potentially
14 reasonable under the rules to read it as a counter motion could
15 have been permitted.

16 So I'm not going to deny it, that it wasn't an
17 option. But I am going to -- because I've denied them, this is
18 denied as moot.

19 So you will have to address all of those things,
20 Mr. Galliher. All right?

21 MR. GALLIHER: Yes, Your Honor.

22 THE COURT: Thank you for your additional time
23 to go over the argument, go over the matters. And maybe I'll
24 live to regret this. I hope I don't.

25 MR. ROYAL: So I'm clear, Your Honor. So

1 everything in the counter motion, all those issues, those have
2 been denied; right?

3 THE COURT: They are denied.

4 MR. ROYAL: Okay.

5 THE COURT: Yep. Based on the Court's ruling on
6 what to do with the objection.

7 All right. Thank you.

8 MR. ROYAL: Thank you, Your Honor.

9 MR. GALLIHER: Thank you, Your Honor.

10

11 (Proceedings concluded.)

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15 ATTEST: Full, true and accurate transcript of proceedings.

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18 /S/Renee Silvaggio
19 RENEE SILVAGGIO, C.C.R. 122

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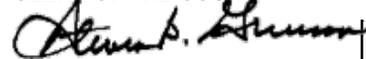
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ORDR

Michael A. Royal, Esq.
Nevada Bar No. 4370
Gregory A. Miles, Esq.
Nevada Bar No. 4336

ROYAL & MILES LLP

1522 West Warm Springs Road
Henderson Nevada 89014
Tel: (702) 471-6777
Fax: (702) 571-6777
Email: mroyal@royalmilesllp.com

Attorneys for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

JOYCE SEKERA, an Individual;

Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: 2425

v.

VENETIAN CASINO RESORT, LLC, d/b/a
THE VENETIAN LAS VEGAS, a Nevada
Limited Liability Company; LAS VEGAS
SANDS, LLC d/b/a THE VENETIAN LAS
VEGAS, a Nevada Limited Liability Company;
YET UNKNOWN EMPLOYEE; DOES I
through X, inclusive,

ORDER

Defendants.

Plaintiff Joyce Sekera's Objection to the Discovery Commissioner's Report and Recommendation on Defendant Venetian 's Protective Order came before the Court for hearing at 9:00 a.m. on May 14, 2019. Keith E. Galliher, Jr., Esq., and Kathleen H. Gallagher, Esq., of the Galliher Law firm, appeared on behalf of the Plaintiff JOYCE SEKERA. Michael A. Royal, Esq., of Royal & Miles LLP appeared on behalf of Defendants VENETIAN CASINO RESORT, LLC, and LAS VEGAS SANDS, LLC (hereinafter collectively *Venetian*). Also before the Court was Defendant's Counter-motion to Strike Facts, Defendants' Counter-motion for Order Directing Return of All

ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 ♦ Fax: (702) 531-6777

1 Protected Information, Defendant's Countermotion for Sanctions, and Plaintiffs Motion to Strike
2 Defendant's Countermotions.

3 The Discovery Commissioner ordered that guest information in Venetian's prior incident
4 reports from November 4, 2013 to November 4, 2016 remain redacted, as produced by Defendants,
5 and that the redacted reports be subject to a protective order pursuant to NRCP 26(c). In her Objection,
6 Plaintiff contended that the Recommendation violates NRCP 1 which states that the Nevada Rules of
7 Civil Procedure "should be construed, administered, and employed by the court and the parties to
8 secure the just, speedy, and inexpensive determination of every action and proceeding." Additionally,
9 Plaintiff contends the Discovery Commissioner's ruling violates the uniform holding across the country
10 that the risk or certainty that a party receiving discovery will share it with others alone does not
11 constitute good cause for a protective order.
12

13 Defendants argued that the prior incident reports contain sensitive personal, private information
14 related to prior guests and other non-employees which should be subject to an NRCP 26(c) protective
15 order. Defendants argued that the information includes personal contact data, dates of birth, Social
16 Security numbers, and health related reporting obtained by responding EMTs. Defendants further
17 argued that Plaintiff had already shared the subject information with attorneys handling litigation in
18 other ongoing related matters involving Venetian, regardless of the pending Discovery Commissioner's
19 Report and Recommendation, and expressed concern that unredacted reports produced to Plaintiff
20 would likewise be freely shared in the same manner, further invading the privacy rights of Defendants'
21 guests, which Defendants assert an obligation to protect unless Plaintiff can demonstrate that any prior
22 incident is "substantially similar" in area and circumstances to the subject incident (*citing Schlatter v.*
23 *Eighth Judicial Dist. Court*, 93 Nev. 189, 192 (1977); the Health Insurance Portability and
24 Accountability Act of 1996 (HIPAA) (See 42 USCS. § 1320d et seq.; 45 C.F.R. §§160-164; and to
25 various Nevada cases related to invasion of privacy). Defendants also sought to protect the unredacted
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1 information based on Plaintiff's showing of relevancy to the pending action, arguing that Plaintiff is
2 using the discovery process to mine information for distribution to other attorneys in the legal
3 community and the world at large, asserting that the balance of Plaintiff's need for the personal
4 information at issue does not outweigh the right of privacy by those identified individuals.

5 IT IS HEREBY ORDERED that Plaintiff's Objection is GRANTED, the Discovery
6 Commissioner's Report and Recommendation of April 2, 2019 is REVERSED in its entirety. The
7 Court has determined that there is no legal basis to preclude Plaintiff from knowing the identity of the
8 individuals contained in the incident reports as this information is relevant discovery. There is also
9 no legal basis to preclude Plaintiff from sharing the unredacted incident reports with persons not
10 involved in this litigation. However, the Court strongly cautions Plaintiff to be careful with how she
11 shares and uses this information.
12

13 IT IS FURTHER ORDERED that Defendant's Countermotion for Sanctions is DENIED. The
14 Court finds that Plaintiff did not act inappropriately by sharing the redacted reports at issue with other
15 counsel on February 7, 2019 or by failing to advise the Discovery Commissioner at the March 13, 2019
16 hearing that all of the redacted reports at issue were filed with the Court in their entirety by plaintiff's
17 counsel in the matter of Carol Smith v. Venetian, case no. A-17-753362-C, on March 12, 2019.
18 Plaintiff further did not violate the Protective Order by failing to request a stay of the ruling by the
19 Discovery Commissioner under EDCR 2.34(f) or by failing to request back the information disclosed
20 before the Protective Order was issued by the Discovery Commissioner.
21

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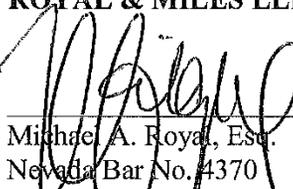
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IT IS FURTHER ORDERED Defendant's Countermotion to Strike Facts, Defendant's
Countermotion for Order Directing Return of All Protected Information and Plaintiffs Motion to Strike
Defendant's Countermotions are DENIED.

DATED this 30th day of Jul, 2019


DISTRICT COURT JUDGE

Submitted by:
ROYAL & MILES LLP


Michael A. Royal, Esq.
Nevada Bar No. 4370
Gregory A. Miles, Esq.
Nevada Bar No. 4336
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants

Reviewed by:
THE GALLIHER LAW FIRM
[Reviewed but would not sign]

Keith E. Galliher, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorneys for Plaintiff



1 **MRCN**
Michael A. Royal, Esq.
2 Nevada Bar No. 4370
Gregory A. Miles, Esq.
3 Nevada Bar No. 4336
4 **ROYAL & MILES LLP**
1522 West Warm Springs Road
5 Henderson Nevada 89014
Tel: (702) 471-6777
6 Fax: (702) 531-6777
Email: mroyal@royalmilesllp.com
7 *Attorneys for Defendants*
8 *VENETIAN CASINO RESORT, LLC and*
LAS VEGAS SANDS, LLC

9
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JOYCE SEKERA, an Individual;
13
14 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: XXV

15 v.

16 VENETIAN CASINO RESORT, LLC, d/b/a
THE VENETIAN LAS VEGAS, a Nevada
Limited Liability Company; LAS VEGAS
17 SANDS, LLC d/b/a THE VENETIAN LAS
VEGAS, a Nevada Limited Liability Company;
18 YET UNKNOWN EMPLOYEE; DOES I
through X, inclusive,

HEARING REQUESTED

DEPARTMENT XXV
NOTICE OF HEARING
DATE 8/27/19 TIME 9:00am
APPROVED BY 

19
20 Defendants.

21 **MOTION FOR LEAVE TO FILE MOTION FOR RECONSIDERATION ON ORDER**
22 **REVERSING DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATION**
23 **AND MOTION TO STAY ORDER UNTIL HEARING ON RECONSIDERATION OR,**
24 **ALTERNATIVELY, MOTION TO STAY ALL PROCEEDINGS PENDING**
25 **APPLICATION FOR WRIT OF MANDAMUS ON ORDER SHORTENING TIME**

26 COMES NOW, Defendants, VENETIAN CASINO RESORT, LLC, and LAS VEGAS
27 SANDS, LLC (collectively referenced herein as *Venetian*), by and through their counsel, ROYAL &
28 MILES LLP, and hereby file this MOTION FOR LEAVE TO FILE MOTION FOR
RECONSIDERATION ON ORDER REVERSING DISCOVERY COMMISSIONER'S REPORT

ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 ♦ Fax: (702) 531-6777

1 AND RECOMMENDATION AND MOTION TO STAY ORDER UNTIL HEARING ON
2 RECONSIDERATION OR, ALTERNATIVELY, MOTION TO STAY ALL PROCEEDINGS
3 PENDING APPLICATION FOR WRIT OF MANDAMUS ON ORDER SHORTENING TIME.

4 This Motion is based on the pleadings and papers on file, the memorandum of points and
5 authorities contained herein, the affidavit of counsel, the attached exhibits and any argument permitted
6 by this Court at the time set for hearing.

7
8 DATED this 9 day of August, 2019.

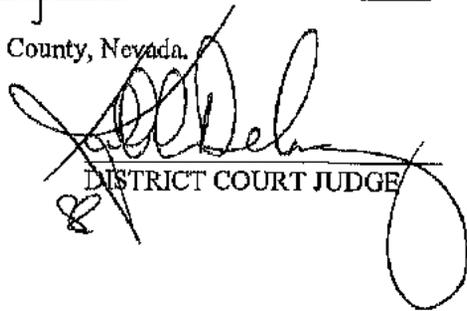
9 **ROYAL & MILES LLP**

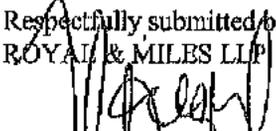
10
11 By 
12 Michael A. Royal, Esq. (SBN: 4370)
13 Gregory A. Miles, Esq. (SBN: 4336)
14 1522 W. Warm Springs Rd.
15 Henderson, NV 89014
16 *Attorney for Defendants*
17 *VENETIAN CASINO RESORT, LLC and*
18 *LAS VEGAS SANDS, LLC*

19 **ORDER SHORTENING TIME**

20 IT IS HEREBY ORDERED that the time for hearing on the above-entitled matter be, and the
21 same is scheduled to be heard on the 27 day of August, 2019, at the hour of 9:00 a.m., in
22 the Eighth Judicial District Court, Dept XXV, Clark County, Nevada.

23 DATED this 9th day of August, 2019.


DISTRICT COURT JUDGE

24 Respectfully submitted by:
25 ROYAL & MILES LLP
26 
27 Michael A. Royal, Esq.
28 Nevada Bar No. 4370
1522 W. Warm Springs Rd.
Henderson, NV 89014
Attorney for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC

1 LLC, case no. A-17-753362-C, on March 12, 2019, the day before the motion for protective order was
2 heard by the Discovery Commissioner and granted.

3 7. Plaintiff filed an Objection to the Discovery Commissioner's Report and
4 Recommendation Dated April 2, 2019 on April 16, 2019.

5 8. Defendants filed a Response to Plaintiff's Objection to the Discovery Commissioner's
6 Report and Recommendation Dated April 2, 2019, Countermotion to Strike Facts and Arguments Not
7 Briefed Before the Discovery Commissioner, Countermotion for Order Directing Plaintiff to Comply
8 With Protective Order by Retrieving All Information Distributed to Persons Outside the Litigation and
9 Countermotion for Appropriate Sanctions Under NRCPC 37(b)(2) on April 23, 2019.

10 9. The matter was heard by the District Court on May 14, 2019. The Court ruled in favor
11 of Plaintiff's objection and reversed the Discovery Commissioner, directing Defendants to produce
12 unredacted prior incident reports to Plaintiff with no restrictions placed upon Plaintiff's ability to
13 distribute the private information of Venetian guests. (See Exhibit A, Order, filed July 31, 2019.)

14 10. At the May 14, 2019 hearing, the court stated that Commissioner Truman was in error.
15 (See Exhibit B, Transcript of Hearing on Objection to Discovery Commissioner's Report, dated May
16 14, 2019, at 47, ln 7-8.) The Court could not identify a legal basis in which to protect the identity of
17 Defendants' guests in prior incident reports or to grant a protective order preventing Plaintiff's counsel
18 from distributing them as they please to persons wholly unaffiliated with the subject litigation. (See
19 *id.* at 45, ln 22-25; 46, ln 1-25; 46, ln 1-2.) However, the court added the following:

20 *I struggle with the decision in all candor because I do think because of the sheer*
21 *volume of the amount of people involved here, that it could become something that's*
22 *problematic. It could be viewed as something that would be something, like, a -- you*
23 *know, a marketing list that's out there on the loose that somebody could get their hands*
24 *on and tie into, but I can't just because of that qualm tie it up.*

25 ...
26 *... I would caution Mr. Galliter that, you know, how you share this information who*
27 *gets ahold of it and who has what information doesn't necessarily protect folks from*
28 *being upset and coming after and wanting to attack this. . . . but it is potentially*
problematic to the extent that this information could be shared and could contain

1 *personal identifying information. There is -- there is statutory law out there that talks*
2 *about those who come into possession of large quantities of information that contain*
3 *personal identifying information and do not handle it carefully and disseminate it or*
4 *do other things with it.*

5 (*Id.* at 48, ln 10-16, 24-25; 49, ln 1-3, 14-22.)

6 11. Despite the caution given by the Court to Mr. Galliher, the Court's Order does not at
7 all preclude him from freely distributing information obtained in this litigation. In a conversation I had
8 with Mr. Galliher on or about July 31, 2019 regarding this matter, Mr. Galliher advised that he is
9 "mining information."

10 12. Since the May 14, 2019 hearing, I discovered that on March 22, 2018, a motion for
11 protective order was filed by the Defendant in *Carol Smith v. Venetian Casino Resort, LLC*, case no.
12 A-17-753362-C. I am not defense counsel of record in the *Smith* litigation and was not aware of that
13 fact. At the May 2, 2018 hearing on Venetian's motion in the *Smith* matter cited above, Commissioner
14 Bonnie Bulla made the following determination, as provided by the Court Minutes:

15 *Defendant Venetian Casino Resort LLC's Motion for Protective Order is GRANTED;*
16 *colloquy re: transitory condition of the floor; counsel can have the number of falls in*
17 *the lobbies, discussion re: how to get information into evidence, but REDACT the*
18 *names; after reviewing information, if there is a specific fall event that happened in*
19 *the general area of Plaintiff's fall, have a 2.34 conference with Defense counsel*
20 *getting back to Commissioner's attention.*

21 (Exhibit C, Discovery Commissioner Hearing Minutes (dated May 2, 2018), *Carol Smith v. Venetian*
22 *Casino Resort, LLC*, case no. A-17-753362-C. Emphasis added.)

23 13. The above recommendation by Commissioner Bulla as to the redaction of guest names
24 and Plaintiff's obligation to meet and confer to address the unredaction of names is nearly identical to
25 the recommendation by Commissioner Truman on April 2, 2019. (*See Exhibit D, Discovery*
26 *Commissioner's Report and Recommendation*, dated April 2, 2019.)

27 14. I have also learned since the May 14, 2019 hearing that on December 27, 2018,
28 Commissioner Bulla ordered that videos of prior incidents produced by Venetian in the *Smith* matter,

1 supra, were likewise subject to an NRCP 26(c) protective order. (See Exhibit E, *Discovery*
2 *Commissioner Report and Recommendation* (dated December 27, 2018), *Carol Smith v. Venetian*
3 *Casino Resort, LLC*, case no. A-17-753362-C.) There, Commissioner Bulla recommended as follows:

4 *IT IS FURTHER RECOMMENDED that the video produced pursuant to this order*
5 *shall be protected by NRCP 26 protections until the District Judge otherwise orders,*
6 *including but not limited to, that it shall remain confidential and non-public, and*
7 *shall not be publicly filed, used, or disclosed outside this litigation, and that Parties*
8 *and experts shall be so advised and consent to such confidentiality and limited use*
9 *orders, until such time as the District Judge rules on their admissibility pursuant to the*
10 *Motion In Limine rulings or otherwise.*

11 (See *id.* at 2, ln 27-28; 3, ln 1-4. Emphasis added. See also Exhibit F, *Order* (dated March 6, 2019),
12 *Carol Smith v. Venetian Casino Resort, LLC*, case no. A-17-753362-C (affirming Commissioner
13 Bulla's ruling); Exhibit G, *Transcript of Pending Motions* (May 7, 2019), *Carol Smith v. Venetian*
14 *Casino Resort, LLC*, case no. A-17-753362-C, at 33-42, 55, Judge Jones upholding redactions of prior
15 incident reports recommended by Discovery Commissioner.)

16 15. The above from the *Smith* matter is presented to the Court to illustrate that
17 Commissioner Truman's recommendation to grant the motion for protective order was consistent with
18 how Commissioner Bulla on the same issue in a presently litigated matter.

19 16. Defendants are concerned that the Court's decision in reversing the DCRR of April 2,
20 2019 in this matter will not only have an immediate adverse impact in this litigation related to what
21 they deem to be their duty to protect private information of guests and non-employees, but that it has
22 a much longer reach going forward, as Plaintiff's counsel has made it very clear by prior actions and
23 representations made in filing papers in and argument before the Court that he has every intention of
24 shotgun blasting this information at as he deems fit and appropriate to suit the needs of other plaintiff
25 attorneys within the legal community (among likely many others).

26 17. Mr. Galliher is known to have already shared unredacted information in his possession
27 with attorneys representing plaintiff *Smith v. Venetian* (A-17-753362-C), *Cohen v. Venetian*
28

1 (A-17-761036-C) and *Boucher v. Venetian* (A-18-773651-C). As noted, Mr. Galliher has
2 acknowledged that he is presently in the process of "mining" information from Venetian.

3 18. Since the May 14, 2019 hearing, Mr. Galliher claims to have amassed information
4 related to hundreds of prior incidents beyond the sixty-four (64) produced by Defendants in this matter,
5 which he claims to have acquired from attorneys in other litigated matters involving Venetian.
6

7 19. In a May 30, 2019 report prepared by Plaintiff expert Tom Jennings, Mr. Jennings made
8 the following statement: "*It should also be noted that Venetian Hotel-Casino has experienced 196 slip*
9 *and fall events between January 1, 2012 to August 5, 2016 with the majority of those events occurring*
10 *on the marble flooring within the same approximate area as Plaintiff's slip and fall.*" (See Exhibit
11 H, *Tom Jennings Rebuttal Report*, dated May 30, 2019, at 3.)

12 20. During his July 2, 2019 deposition, Mr. Jennings testified that he had reviewed the 196
13 prior slip and fall events referenced in his May 30, 2019 rebuttal report (which information was not
14 produced to Defendants prior to his deposition or included the entire file he was to produce) and that
15 they were all limited to the Grand Lux rotunda area where Plaintiff fell. Consider the following from
16 Mr. Jennings' deposition:
17

18 Q. Okay. All right. Let's go to the last page of your May 30th, 2019,
19 report. Look at the last paragraph.

20 A. Yes, sir.

21 Q. It reads, "*It should also be noted that the Venetian Hotel Casino has*
22 *experienced 196 slip-and-fall events between January 1st, 2012, to August 5th, 2016,*
23 *with the majority of those events occurring on the marble flooring within the same*
24 *approximate area as plaintiff's slip-and-fall.*" Did I read that correctly?

25 A. You did.

26 Q. What information are you drawing from?

27 A. I'm drawing from — . . . When I prepared this report, I was provided by
28 Mr. Galliher's office a spreadsheet, a run sheet of slip-and-fall events within that
referenced time period at that same approximate area as Plaintiff's slip-and-fall.

Q. Did you bring that with you today?

A. I don't believe so. It was sent to me via an e-mail.

...

Q. You make the comment here, "same approximate area."

A. Yes, sir.

1 Q. What are you talking about? What area? Is it the whole property or is
2 it just in the Grand Lux rotunda? Where is it?

3 A. Within the Grand Lux area, based on what I reviewed in the details of
4 each recorded incident.

5 Q. Okay. So you're saying, then, as I understand it, you received
6 information from Mr. Galliher that there were 196 slip-and-fall events between
7 January 1st, 2012, and August 5th, 2016, occurring in the vicinity of the Grand Lux
8 rotunda?

9 A. Essentially that's correct, yes, sir.

10 Q. Did you count them?

11 A. Yes, I did.

12 Q. Okay. So this is something you counted?

13 A. Yes, sir.

14 Q. All right. And did you see — did you notice that all of these 196
15 slip-and-fall events, did they occur due to foreign substances on the floor?

16 A. Mostly that was the case, yes, sir. As I recall, they were all due to liquid
17 contaminants.

18 (See Exhibit I, *Deposition of Thomas Jennings*, taken July 2, 2019, at 84, ln 7-25; 85, ln 1-5; 86, ln 12-
19 19; 87, ln 23-25; 88, ln 1-3; 89, ln 18-25; 90, ln 1. Emphasis added.)

20 21. Plaintiff has not produced the 196 documents occurring solely within the area of the
21 Grand Lux rotunda referenced by Mr. Jennings. Plaintiff provided to Defendants a list of 196 prior
22 incidents; however, only eight (8) identify the Grand Lux area, and fifty-six (56) are duplicates.
23 (See Exhibit J, *Correspondence of May 31, 2019 from Galliher Law Firm to Tom Jennings*.) Also,
24 since the list provided by Mr. Galliher was sent to Mr. Jennings after he signed his May 30, 2019
25 report, this information is believed to be non-responsive to Defendants' request. It is not consistent
26 with the documents described by Mr. Jennings under oath in his July 2, 2019 deposition.

27 22. The security report involving Plaintiff has been identified herein as VEN 005-018. The
28 *Case MO* provides that the report contains *Protected Health Information*. (See Exhibit K.) The
29 *Narrative Report and Acknowledgment of First Aid Assistance & Advice to Seek Medical Care* have
30 information related to the examination of responding security EMT, Joseph Larson. (See *id.*) Officer
31 Larson testified in his October 11, 2019 deposition that *PHI* in the *MO* report stands for *Protected*

1 *Health Information. (See Exhibit L, Transcript of Joseph Larson Deposition, taken October 11, 2019,*
2 *at 51, ln 1-11.)*

3 23. For the past fifty-seven (57) years, the law in Nevada has been that evidence of prior
4 incidents in litigation arising from a temporary transient condition such as a foreign substance on the
5 floor is not admissible to establish notice. (*See Eldorado Club, Inc. v. Graff*, 78 Nev. 507, 377 P.2d
6 174 (1962).) Defendants therefore move for leave and move the Court to reconsider the matter of
7 granting a protective order as to any prior incident reports produced in this litigation, thereby affirming
8 the Discovery Commissioner's Report and Recommendation. Alternatively, because this is a critical
9 issue to Venetian and presents an important issue of law, should the Court deny this motion,
10 Defendants move to stay this proceeding to allow Defendants to file a writ of mandamus with the
11 Nevada Supreme Court.
12

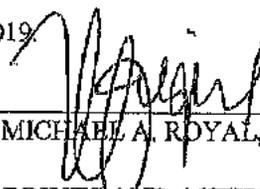
13 24. This is requested for hearing on an order shortening time due to the fact that Plaintiff
14 has filed a motion to compel the production of unredacted reports and this motion for reconsideration
15 therefore cannot be heard in the ordinary course. Time is therefore of the essence for all involved.
16

17 25. I further declare that the exhibits identified herein below are true and correct copies of
18 documents produced in or otherwise related to this matter.
19

EXHIBIT	TITLE
A	Order dated July 31, 2019
B	Transcript of Hearing on Plaintiff's Objection to DCRR, dated May 14, 2019
C	Discovery Commissioner Hearing Minutes (dated May 2, 2018), <i>Carol Smith v. Venetian Casino Resort, LLC</i> , case no. A-17-753362-C
D	Discovery Commissioner Report and Recommendation (April 2, 2019), <i>Joyce Sekera v. Venetian Casino Resort, LLC</i> , case no. A-18-772761-C
E	Discovery Commissioner Report and Recommendation (December 27, 2018), <i>Carol Smith v. Venetian Casino Resort, LLC</i> , case no. A-17-753362-C
F	Order (dated March 6, 2019), <i>Carol Smith v. Venetian Casino Resort, LLC</i> , case no. A-17-753362-C

EXHIBIT	TITLE
G	Transcript of Pending Motions (May 7, 2019), <i>Carol Smith v. Venetian Casino Resort, LLC</i> , case no. A-17-753362-C, pp 33-42, 55
H	Rebuttal Report by Tom Jennings, dated May 30, 2019
I	Transcript of Tom Jennings Deposition, dated July 2, 2019, selected pages
J	Correspondence of May 31, 2019 from Galliber Law Firm to Tom Jennings
K	Security Incident Report, 1611V0680, VEN 005-09, 017
L	Transcript of Joseph Larson Deposition, taken October 11, 2019, at 51
M	Findings of Fact, Conclusions of Law and Order Granting Defendants' Motion for Partial Summary Judgment on Mode of Operation Theory of Liability, filed July 23, 2019
N	Privacy Policy, The Venetian Resort Las Vegas (July 7, 2019)
O	<i>Las Vegas Sands Corp. Annual Report 2018</i>
P	<i>Zurich American Insurance Policy</i> , No. GLO 0171169-02 (VEN 1440-1453)

Executed on 8 day of August, 2019.


 MICHAEL A. ROYAL, ESQ.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

This is a slip/fall incident occurring at the Venetian property on November 4, 2016. Defendants produced sixty-four (64) redacted prior incident reports to Plaintiff on or about January 4, 2019 with the understanding that Defendants would seek protection under NRC 26(c) regarding the reports. A Motion for Protective Order was filed on February 1, 2019. On or about February 7, 2019, Plaintiff's counsel shared all of the sixty-four (64) prior incident reports at issue with an attorney representing a party against Venetian in a wholly separate action. On March 12, 2019, all sixty-four (64) prior incident reports were filed with the Court by the plaintiff in the case of *Smith v. Venetian Casino Resort*, Case No. A-17-753362-C, which information was not shared with defense counsel here or with

1 the Discovery Commissioner at the March 13, 2019 hearing, even after the Court ruled in favor of
2 granting the protective order. Plaintiff thereafter filed an Objection to the Discovery Commissioner's
3 Report and Recommendation without obtaining a stay, as the prior incident reports deemed protected
4 were published in the public domain.

5 At the May 14, 2019 hearing on Plaintiff's Objection to the DCRR and related matters, the
6 Court reversed the Discovery Commissioner and did not place any restrictions on how Plaintiff would
7 handle/use personal information of guests and non-employees involved in prior incidents obtained
8 Defendants. The Court stated that it could not find any legal basis in which to restrict production of
9 the prior incident reports in any way, and concluded that the Commissioner Truman was in error.
10 Defendants disagree, and present herein to the Court information confirming that Commissioner
11 Truman's ruling was in keeping not only with how Commissioner Bulla ruled in similar matters, but
12 is also consistent with Nevada law.
13

14 II.

15 NATURE OF MOTION

16 Defendants move the Court for reconsideration of its July 31, 2019 order to protect the privacy
17 of personal information related to guests identified in prior incident reports. Pursuant to Eldorado
18 Club, Inc., since the information sought by Plaintiff is deemed inadmissible for the very purpose
19 Plaintiff intends to use it at trial - to establish notice - Defendants maintain that it does not meet the
20 test for relevance and proportionality under NRCP 26(b)(1). Even if the Court concludes that Plaintiff
21 is entitled to the prior incident reports regardless of Eldorado Club, Inc., issuing a protective order to
22 protect the persons so identified is most appropriate under the new NRCP 26(b)(1) and Nevada case
23 law. Should the Court deny Defendants' motion, Defendants hereby move for a stay of this proceeding
24 so they may file a writ of mandamus with a higher court to address this issue as it is a matter of high
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26
27
28

1 importance to Defendants not only in this litigation but has a far reaching impact on its handling and
2 distribution of private information of guests and non-employees.

3
4 **III.**

5 **LEGAL ANALYSIS**

6 **A. Reconsideration of a Court's Ruling is Allowed Under EDCR 2.24**

7 Rule 2.24, Eight District Court Rules, allows a party to seek reconsideration of a Court's ruling
8 upon the filing of a timely motion. EDCR 2.24 provides, in relevant part::

9 *(a) No motion once heard and disposed of may be renewed in the same
10 cause, nor may the same matters therein embraced be reheard, unless by leave of the
11 court granted upon motion therefor, after notice of such motion to the adverse parties.*

12 *(b) A party seeking reconsideration of a ruling of the court, other than any
13 order which may be addressed by motion pursuant to NRCP 50(b), 52(b), 59 or 60,
14 must file a motion for relief within 10 days after service of written notice of the order
15 or judgment unless time is shortened or enlarged by order. A motion for rehearing or
16 reconsideration must be served, noticed, filed and heard as is any other motion. . . .*

17 *(c) If a motion for rehearing is granted, the court may make a final
18 disposition of the cause without reargument or may reset it for reargument or
19 resubmission or may make such other orders as are deemed appropriate under the
20 circumstances of the particular case.*

21 Defendants file this motion for reconsideration based on the fact that the Discovery
22 Commissioner's Report and Recommendation of April 2, 2019 was not in error, as the District Court
23 recently determined. Defendants are concerned that the Court's general instruction for Plaintiff to
24 handle this private information responsibly is insufficient to protect it from free dissemination by
25 Plaintiff and her counsel. Respectfully, a protective order under NRCP 26(c) must be issued.

26 **B. Personal, Private Information of Guests Identified in Prior Incident Reports is Entitled**
27 **to NRCP 26(c) Protection**

28 Plaintiff is demanding (and the Court has most recently ordered that she may have) unfettered
access to personal and sensitive information from non-parties to this action, which is not otherwise
relevant to any claims or defenses, without fairly setting forth how her desire for this information
outweighs the need to protect privacy of uninvolved third parties. Plaintiff has not articulated how the

1 identity of individuals involved in prior incidents on Defendants' property, with no relation to
2 Plaintiff's case, could be relevant to any issue of Plaintiff's claim.

3 Although Defendants assert here that Plaintiff slipped and fell on a dry marble floor, it is
4 Plaintiff's claim that she fell due to a wet, temporary transient condition. Individuals involved in prior
5 slip-and-fall incidents would be unable to provide any information regarding the alleged hazard which
6 Plaintiff contends caused her fall here. Reports of prior slip and fall incidents, which occurred on
7 different substances or objects, under different circumstances, in different areas of the property, and
8 on different dates have no relevancy to the issue of whether Defendants had actual or constructive
9 notice of the substance which Plaintiff alleges caused her to fall on the date of her alleged incident.
10 (*See, Eldorado Club, Inc., supra; Southern Pac. Co. v. Harris*, 80 Nev. 426, 431 (1964).)¹ This is
11 especially true here since the Court held that the mode of operation theory of liability does not apply
12 to these circumstances. (*See Exhibit M, Findings of Fact, Conclusions of Law and Order Granting*
13 *Defendants' Motion for Partial Summary Judgment on Mode of Operation Theory of Liability*, filed
14 July 23, 2019.)

15 In *Eldorado Club, Inc., supra*, the Nevada Supreme Court held that evidence of prior incident
16 reports in cases involving a temporary transitory condition are not admissible to show notice by a
17 defendant premises owner like Venetian. (*See Eldorado Club, Inc.* at 511, 377 P.2d at 176.) If these
18
19
20

21
22 ¹Even where discovery inquiries could reasonably lead to the discovery of admissible evidence,
23 courts must still balance the proponent's interest in discovery of the information against any legitimate
24 interest of the other party. Further, discovery requests should be specifically tailored to result in the
25 production of materials relevant to the claims at issue, rather than broadly drafted in the hopes of
26 uncovering relevant information. (*See Schlatter v. Eighth Judicial Dist. Court*, 93 Nev. 189, 192
27 (1977) ("*Nevada's* discovery rules provide no basis for [*a carte blanche*] invasion into a litigant's
28 private affairs merely because redress is sought for personal injury"); *Ragge v. MCA/Universal Studios*, 165 F.R.D. 601, 605 (C.D. Cal. 1995) (*quoting Cook v. Yellow Freight Sys., Inc.*, 132 F.R.D. 548, 551 (E.D. Cal. 1990) ("*the initiation of a lawsuit, does not, by itself, grant plaintiffs the right to rummage unnecessarily and unchecked through the private affairs of anyone they choose. A balance must be struck*"); *Mackelprang v. Fid. Nat'l Title Agency of Nev., Inc.*, 2007 U.S. Dist. LEXIS 2379, *7 (D. Nev. Jan. 9, 2007) (discovery based on mere suspicion or speculation is nothing more than the proverbial "*fishing expedition*").

1 reports are not relevant, are not admissible, then it begs the question as to why Plaintiff not only needs
2 them, but likewise needs to contact and interview those persons identified therein as having been
3 involved. Keep in mind that Plaintiff is, in her counsel's own words, "mining" information. When
4 weighing the balance of factors provided in the new version of NRCP 26(b)(1), producing this
5 information in redacted form and limiting the same to this litigation is a fair compromise.
6

7 The new version of NRCP 26(b)(1) reads as follows:

8 *Unless otherwise limited by order of the court in accordance with these rules, the scope*
9 *of discovery is as follows: Parties may obtain discovery regarding any nonprivileged*
10 *matter that is relevant to any party's claims or defenses and proportional to the needs*
11 *of the case, considering the importance of the issues at stake in the action, the*
12 *amount in controversy, the parties' relative access to relevant information, the*
13 *parties' resources, the importance of the discovery in resolving the issues, and*
14 *whether the burden or expense of the proposed discovery outweighs its likely benefit.*
15 *Information within this scope of discovery need not be admissible in evidence to be*
16 *discoverable. (Emphasis added.)*

17 Thus, Plaintiff must demonstrate that the desired discovery is **relevant** to her claims here and
18 that it is **proportional** to the needs of the case with five factors: 1) importance of issues at stake; 2)
19 amount in controversy; 3) parties' relative access to relevant information; 4) parties' resources; the
20 importance of the discovery in resolving contested issues; and 5) the burden of proposed discovery vs.
21 the likely benefit.

22 Plaintiff claims to have sustained injuries primarily to her neck and back. Her known treatment
23 is approximately \$80,000, to date, thus far all conservative in nature nearly three (3) years post
24 incident. Plaintiff's counsel claims to have knowledge of hundreds of prior incidents beyond the sixty-
25 four (64) produced by Defendants, which she has never produced. The prior incident reports under the
26 circumstances are not admissible under Eldorado Club, Inc. As noted further below, the burden upon
27 Defendants to produce unredacted information of prior incident reports which are not reasonably
28 calculated to be admissible at trial (which guest information Defendants desire to protect) greatly
outweighs the need and likely benefit to Plaintiff of obtaining this information.

1 The United States District Court for the District of Nevada has dealt with this issue and found
2 in favor of protecting the privacy rights of third parties by redacting personal information.

3 In Izzo v. Wal-Mart Stores, Inc., 2016 U.S. Dist. LEXIS 12210; 2016 WL 409694, the plaintiff,
4 who slipped and fell on a clear liquid within a Las Vegas Wal-Mart store on May 18, 2013, filed a
5 motion to compel the defendant to produce evidence of prior claims and incidents for the three (3)
6 years preceding the subject incident. The court evaluated the claim under FRCP 26(b)(1) in light of
7 Nevada law as set forth in Eldorado Club, Inc., *supra* at 511, 377 P.2d at 176 (which held: *it is error*
8 *to receive 'notice evidence' of the type here [prior incident reports] for the purpose of establishing*
9 *the defendant's duty*"). There, the defense had previously produced a list of prior reported slip and
10 falls (as opposed to the actual individual incident reports). The defense argued that the potential
11 value of the information sought by the plaintiff was outweighed by the burden on the defendant
12 to gather the information and its adverse impact on the privacy rights of third parties. The court
13 denied plaintiff's motion to compel, concluding as follows: "*In considering the totality of the*
14 *circumstances, the Court concludes that the value of the material sought is outweighed by Defendant's*
15 *burden of providing it.*" (*Id.* at 4, 2016 U.S. Dist LEXIS at *11.) This is the very argument
16 Defendants are making here.

17 In Rowland v. Paris Las Vegas, 2015 U.S. Dist. LEXIS 105513; 2015 WL 4742502, plaintiff
18 sued the defendant for injuries after slipping and falling on a recently polished tile floor. The plaintiff
19 sought to compel the defendant to identify by name (with phone numbers and addresses) any person
20 who had complained that the subject flooring was slippery. The court not only found the request to
21 be overly broad, but also determined that it violated the privacy rights of the persons involved. It
22 explained as follows:

23 *Further, the Court finds that requiring disclosure of the addresses and telephone*
24 *numbers of prior hotel guests would violate the privacy rights of third parties.*
25 *"Federal courts ordinarily recognize a constitutionally-based right of privacy that can*
26 *be raised in response to discovery requests."* Zuniga v. Western Apartments, 2014 U.S.

1 *Dist. LEXIS 83135, at *8 (C.D. Cal. Mar. 25, 2014) (citing A. Farber & Partners, Inc.*
2 *v. Garber, 234 F.R.D. 186, 191 (C.D. Cal. 2006)). However, this right is not absolute;*
3 *rather, it is subject to a balancing test. Stalworth v. Brollini, 288 F.R.D. 439, 444*
4 *(N.D. Cal. 2012). "When the constitutional right of privacy is involved, 'the party*
5 *seeking discovery must demonstrate a compelling need for discovery, and that*
6 *compelling need must be so strong as to outweigh the privacy right when these two*
7 *competing interests are carefully balanced.'" Artis v. Deere & Co., 276 F.R.D. 348,*
8 *352 (N.D. Cal. 2011) (quoting Wiegele v. Fedex Ground Package Sys., 2007 U.S. Dist.*
9 *LEXIS 9444, at *2 (S.D. Cal. Feb. 8, 2007)). "Compelled discovery within the realm*
10 *of the right of privacy 'cannot be justified solely on the ground that it may lead to*
11 *relevant information.'" Id. Here, Plaintiff has not addressed these privacy concerns,*
12 *much less demonstrated that her need for the information outweighs the third party*
13 *privacy interests. Therefore, the Court will not require Defendant to produce*
14 *addresses or telephone numbers in response to Interrogatory No. 5.*

15 (*Id.* at *7. Emphasis added.) What has Plaintiff done to demonstrate a "compelling need for
16 discovery" of the names of prior Venetian guests involved in incidents in light of Eldorado Club, Inc?
17 She has not presented anything which would allow the Court to carefully consider the balance of
18 interests surrounding the subject guest information.

19 In *Bible v. Rio Props., Inc.*, 246 F.R.D. 614, 2007 U.S. Dist. LEXIS 80017, the United States
20 District Court for the Central District of California that a guest who fell at the Rio Hotel in Las Vegas
21 on May 27, 2006 was only entitled to redacted prior incident reports produced in discovery to protect
22 guest privacy rights. Like the court in *Rowland, supra*, the *Bible* court balanced the right to privacy
23 of those identified on prior incident reports with the need for the plaintiff to have their contact
24 information. It concluded:

25 *Here, the rights of third parties can be adequately protected by permitting defendant*
26 *to redact the guest's complaints and staff incident reports to protect the guest's name*
27 *and personal information, such as address, date of birth, telephone number, and the*
28 *like. With the limitations set forth herein, the Court grants plaintiff's motion to compel,*
in part, and denies it, in part.

(*Id.* at 620-21, 2007 U.S. Dis. LEXIS 80017 at *16-17. Emphasis added.)²

²See also *Lologo v. Wal-Mart Stores, Inc.*, 2016 U.S. Dist. LEXIS 100559; 2016 WL 4084035
(the defense's motion in limine to exclude all evidence of prior slip/fall incidents involving a
temporary transitory condition of a foreign substance was granted, based on the Nevada court's ruling
in Eldorado Club, Inc.); *Caballero v. Bodega Latina Corp.*, 2017 U.S. Dist. LEXIS 116869, 2017 WL

1 Federal courts in other jurisdictions have likewise agreed. In Dowell v Griffin, 275 F.R.D. 613,
2 620 (S.D. Cal. 2011), while ordering production of reports arising from other complaints, the court
3 specifically held that "*Plaintiff has no need of sensitive personal information that may be found . . .*
4 *. Thus, any phone number, address, date of birth, social security number, or credit card number*
5 *should be redacted.*" (*Id.* Emphasis added). The court went further to protect the confidentiality of
6 information so produced by ordering that only the plaintiff, his counsel, and experts have access to the
7 redacted materials, and that any copies be returned to the defendant at the conclusion of the case. (*Id.*)
8 This is the protection sought by Defendants here.

9
10 Similarly, in Shaw v. Experian Info. Sols., Inc., 306 F.R.D. 293, 299 (S.D. Cal. 2015), the
11 California federal district court ordered that certain banking records produced by the defendant with
12 the limitation that any *private identifying information* was to be redacted. The *Shaw* court noted that
13 the redaction of private personal information adequately addressed the defendant's concerns for
14 privacy. Again, this is all Defendants are seeking presently.

15
16 The above cases support Defendants' position in this case - that protection of sensitive personal
17 information of anyone not a party to this suit should be redacted. Certainly, under Eldorado Club, Inc.,
18 which provides the prior incident reports in circumstances such as those present here are not
19 admissible, it is questionable whether Plaintiff has a right to them at all.

20
21 The incident reports at issue in this case contain the sensitive, and private information of
22 individuals who are not parties to this lawsuit, and who are not believed to have any information, facts
23 or circumstances surrounding Plaintiffs's allegations. The only *benefit* sought by Plaintiff here is her
24 desire to contact hundreds of persons to apparently find someone who knows something about the
25 subject incident or perhaps to have someone wholly unrelated to the incident describe how or why
26

27
28 3174931 (plaintiff denied requested prior incident reports under the *relevancy* requirement of FRCP
26(b)(1), relying on Eldorado Club, Inc., *supra*).

1 Plaintiff fell. In addition, Plaintiff plans to share all private guest information with other attorneys her
2 counsel desires, to be filed again and again with the court in various litigated matters. Plaintiff's
3 curiosity and her counsel's desire to "mine" information to share with multiple other attorneys within
4 the local plaintiff's bar is not enough to outweigh the rights of privacy by those guests identified in
5 prior incident reports.

6
7 There is a recognized interest in protecting the disclosure of personal client information, as
8 unauthorized disclosure would likely damage the Defendants' guest relationships. (See Gonzales v.
9 Google, Inc., 234 FRD 674, 684 (N.D.CA 2006) (disclosing client information "may have an
10 appreciable impact on the way which [the company] is perceived, and consequently the frequency
11 with which customers use [the company]"). Guests who stay at the Venetian do so with an expectation
12 that their personal information will not be disclosed or disseminated without their consent. There is
13 simply no legitimate discovery interest which outweighs these third-party privacy concerns in light of
14 Eldorado Club, Inc. Moreover, Plaintiff has not demonstrated a compelling need for this information.
15 Furthermore, as discussed further below, it could subject Defendants to liability for privacy violations.

16
17 Finally, as set forth in the Declaration above, the ruling by Commissioner Truman is consistent
18 with previous rulings by Commissioner Bulla in similar circumstances, which were adopted by Judge
19 Jones in the *Smith* litigation. Commissioner Truman's recommendation is consistent with how federal
20 district judges and magistrates handle these kind of discovery requests. Plaintiff's counsel is
21 "mining", which does not meet the criteria of NRCP 26(b)(1). If Plaintiff receives guest contact
22 information, her counsel's mining will surely lead to the privacy invasion of many Venetian guests and,
23 as discussed further below, put Venetian's business interests at risk.

24
25 C. **Defendants Should Not Be Required to Re-Produce Venetian Incident Reports Without**
26 **the Existing Redactions of Confidential and Private Information Relating to Defendant's**
27 **Guests as It Exposes Defendants to Liability**

1 It is Venetian's policy to protect against the dissemination or disclosure of its guests' or
2 visitors' personal, private, and confidential information. Second, mass dissemination of Venetian's
3 guests' private information is the equivalent to a data breach, thereby exposing Venetian to additional
4 third-party claims. Plaintiff has recently requested that Defendants re-produce all of Venetian incident
5 reports involving slips/falls on the marble flooring from May 1999 to the present, without the
6 redactions of Defendant's guests' private, confidential, and protected personal information, which
7 inherently includes medical or health related information. Defendant opposes Plaintiff's request and
8 has filed a motion for protective order that is presently before the Discovery Commissioner.
9 Furthermore, Defendants do not have the guests'/visitors' authority to disseminate their personal,
10 private information to any other party.
11

12 Absent a showing by Plaintiff of a substantial need for the personal information pertaining to
13 third-parties that were not involved in the subject incident, Plaintiff should not be provided the same.
14 Because Defendants must seek and obtain a waiver with respect to disclosure of a third-party's
15 personal information, Plaintiff should identify any such need on a case-by-case, or incident-by-incident
16 basis.
17

18 As established below, good-cause exists for to support an order providing that Venetian's
19 guests' respective personal, private information contained in Venetian Incident Reports remain
20 redacted.
21

22 **Venetian's Data Privacy Policy** ("Privacy Policy") states in relevant part, as follows:
23 *This is the Data Privacy Policy ("Privacy Policy") of Venetian Casino Resort, LLC*
24 *and its parent, affiliate and subsidiary entities (collectively, the "Company") located*
25 *in the United States. ... This Privacy Policy applies to activities the Company engages*
26 *in on its websites and activities that are offline or unrelated to our websites, as*
27 *applicable. We are providing this notice to explain our information practices and the*
28 *choices you can make about the way your information is collected and used.*

This Privacy Policy sets forth the principles that govern our treatment of personal data.
We expect all employees and those with whom we share personal data to adhere to this
Privacy Policy.

1 *The Company is committed to protecting the information that our guests, prospective*
2 *guests, patrons, employees, and suppliers have entrusted to us.*

3 *This Privacy Policy applies to all personal data in any format or medium, relating*
4 *to all guests, prospective guests, patrons, employees, suppliers and others who do*
5 *business with the Company.*

6 (See Exhibit N, *Privacy Policy, The Venetian Resort Las Vegas* (July 7, 2019),
7 <https://www.venetian.com/policy.html> at 1. Emphasis added.)

8 Venetian's Privacy Policy describes to Venetian's guests (and prospective guests) that Venetian
9 collects its guests' personal data or information, stating in relevant part as follows:

10 *We only collect personal data that you provide to us, or that we are authorized to*
11 *obtain by you or by law. For example, we obtain credit information to evaluate*
12 *applications for credit, and we obtain background check information for employment*
13 *applications. The type of personal data we collect from you will depend on how you*
14 *are interacting with us using our website, products, or services. For example, we may*
15 *collect different information from you when you make reservations, purchase gift*
16 *certificates or merchandise, participate in a contest, or contact us with requests,*
17 *feedback, or suggestions. The information we collect may include your name, title,*
18 *email address, mailing information, phone number, fax number, credit card*
19 *information, travel details (flight number and details, points of origin and destination),*
20 *room preferences, and other information you voluntarily provide.*

21 (*id.* at 3.)

22 Venetian's Privacy Policy includes offering Venetian's guests an opportunity to choose what
23 personal information, if any, is shared with outside entities. Specifically, Venetian's Privacy Policy
24 provides the following:

25 For all personal data that we have about you, you have the following rights and/or
26 choices that we will accommodate where your requests meet legal and regulatory
27 requirements and do not risk making other data less secure or changing other data:

28 ***Opt Out, Object, Withdraw Consent:*** *You can always choose not to disclose certain*
information to us. Where we rely on your consent to process your personal data, you
have the right to withdraw or decline consent at any time. If you have provided us
with your email address and you would like to stop receiving marketing emails from
us, click on the unsubscribe link at the bottom of any of our email communications. If
you do not wish to receive marketing communications from us via direct mail, or if you
want to request that we do not share your contact information with our marketing
partners, please contact us using the methods in the Contact Us section and include
your name, address, and any other specific contact information that you wish to
restrict.

1 *Access, Correct, Update, Restrict Processing, Erase: You may have the right to access,*
2 *correct, and update your information. You also may request that we restrict processing*
3 *of your information or erase it. To ensure that all of your personal data is correct and*
4 *up to date, or to ask that we restrict processing or erase your information, please*
5 *contact us using the methods in the Contact Us section below.*

6 (Id. at 7.)

7 Likewise, Defendants identify the importance of its Privacy Policy in their annual disclosures.

8 Defendant's 2018 Annual Disclosures provide in relevant part as follows:

9 *Our failure to maintain the integrity of our information and information systems, which*
10 *contain legally protected information about us and others, could happen in a variety*
11 *of ways, including as a result of unauthorized access, breach of our cybersecurity*
12 *systems and measures, or other disruption or corruption of our information systems,*
13 *software or data, or access to information stored outside of our information systems,*
14 *and could impair our ability to conduct our business operations, delay our ability to*
15 *recognize revenue, compromise the integrity of our business and services, result in*
16 *significant data losses and the theft of our IP, damage our reputation, expose us to*
17 *liability to third parties, regulatory fines and penalties, and require us to incur*
18 *significant costs to maintain the privacy and security of our information, network and*
19 *data.*

20 ***

21 *Our business requires the collection and retention of large volumes of data and*
22 *non-electronic information, including credit card numbers and other legally protected*
23 *information about people in various information systems we maintain and in those*
24 *maintained by third parties with whom we contract and may share data. We also*
25 *maintain important internal company information such as legally protected*
26 *information about our employees and information relating to our operations. The*
27 *integrity and protection of that legally protected information about people and*
28 *company information are important to us. Our collection of such legally protected*
information about people and company information is subject to extensive regulation
by private groups such as the payment card industry as well as domestic and foreign
governmental authorities, including gaming authorities. If a cybersecurity or privacy
event occurs, we may be unable to satisfy applicable laws and regulations or the
expectation of regulators, employees, customers or other impacted individuals.

(See Exhibit O, *Las Vegas Sands Corp. Annual Report 2018* at 32.)

Lastly, and perhaps most importantly, mass disclosure of Venetian's guests' personal information subjects Defendants to additional direct liability from those whose personal, private information is disclosed without first granting their respective consent or authority. As noted in Defendants' casualty insurance policy, Defendant is not insured for the following:

1 *"Personal and advertising injury" arising out of any access to or disclosure of any*
2 *person's or organization's confidential or personal information, including patents,*
3 *trade secrets, processing methods, customer lists, financial information, credit card*
4 *information, health information or any other type of nonpublic information. This*
5 *exclusion applies even if damages are claimed for notification costs, credit monitoring*
6 *expenses, forensic expenses, public relations expenses or any other loss, cost or*
7 *expense incurred by you or others arising out of any access to or disclosure of any*
8 *person's or organization's confidential or personal information.*

6 (See Exhibit P, *Zurich American Insurance Policy*, No. GLO 0171169-02 at VEN 1453. Emphasis
7 added.) Therefore, where Venetian is forced to provide personal information of its guests, which
8 information is then disseminated indiscriminately as will most certainly happen here, Venetian is not
9 only subject to litigation by may not have insurance coverage related to any such action.

11 Accordingly, in addition to the reasons set forth in Eldorado Club, Inc., the
12 relevance/proportionality requirements of NRCP 26(b)(1), the prior rulings by Commissioner Bulla
13 and the holdings by federal district courts addressing this same issue, Venetian presents the Court with
14 one more reason to reconsider its decision to reverse the Discovery Commissioner's Report and
15 Recommendation of April 2, 2019.

16 **D. If Defendants' Motion is Denied, Defendants Move For a Stay of the July 31, 2019 Order**
17 **to Allow Defendants Time to File a Writ of Mandamus**

18 This is a matter of great importance to Venetian, as any information provided to Plaintiff will
19 be freely distributed resulting in irreparable harm. Therefore, if the Court is inclined to deny this
20 motion, Defendants move for a stay of proceedings to allow it sufficient time to prepare and file a writ
21 of mandamus with the Nevada Supreme Court to have this issue adjudicated. Also, bear in mind that
22 Plaintiff is not limiting disclosure of private information for those involved in the sixty-four (64) prior
23 incidents, but is seeking unredacted information for every and any person identified in any occurrence
24 at Venetian involving a marble floor for the past twenty (20) years.³

27
28 ³This, of course, includes those persons involved in such incidents within the two year statute
of limitations.

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A writ of mandamus is available to compel the performance of an act which the law requires as a duty resulting from an office, trust or station, or to control a manifest abuse of discretion. (See Beazer Homes, Nev., Inc. v. Dist. Ct., 120 Nev. 575, 97 P.3d 1132 (2004); NRS 34.160.) Because compliance with the present order to produce unredacted names would be overly burdensome to Defendants and subject Venetian to significant harm, Defendants respectfully move for a stay of proceedings sufficient to allow for the filing of a writ to address this important issue.

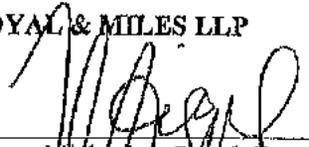
IV.

CONCLUSION

Based on the foregoing, Defendants hereby move this Honorable Court to reconsider its order directing Defendants to produce unredacted prior incident reports to Plaintiff without any protection or limitation as to how the private information of guests and non-employees is used by Plaintiff and her counsel. Alternatively, if the Court denies this motion for reconsideration, Defendants hereby move for a stay of this proceeding so they can file a writ of mandamus with the higher court to address this issue, which Defendants deem to have far reaching implications well beyond this litigation.

DATED this 8 day of August, 2019.

ROYAL & MILES LLP

By 
Michael A. Royal, Esq. (SBN: 4370)
Gregory A. Miles, Esq. (SBN 4336)
1522 W. Warm Springs Rd.
Henderson, NV 89014
Attorney for Defendants
LAS VEGAS SANDS, LLC, and
VENETIAN CASINO RESORT, LLC

1 CERTIFICATE OF SERVICE

2 I HEREBY CERTIFY that on the 12 day of August, 2019, and pursuant to NRCP 5(b), I
3 caused a true and correct copy of the foregoing **MOTION FOR LEAVE TO FILE MOTION FOR**
4 **RECONSIDERATION ON ORDER REVERSING DISCOVERY COMMISSIONER'S**
5 **REPORT AND RECOMMENDATION AND MOTION TO STAY ORDER UNTIL HEARING**
6 **ON RECONSIDERATION OR, ALTERNATIVELY, MOTION TO STAY ALL**
7 **PROCEEDINGS PENDING APPLICATION FOR WRIT OF MANDAMUS ON ORDER**
8 **SHORTENING TIME** to be served as follows:

9 _____ by placing same to be deposited for mailing in the United States Mail, in a sealed
10 envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

11 _____ to be served via facsimile; and/or

12 pursuant to BDCR 8.05(a) and 8.05(f), to be electronically served through the Eighth
13 Judicial Court's electronic filing system, with the date and time of the electronic service
14 substituted for the date and place of deposit in the mail; and/or

15 _____ to be hand delivered;

16 to the attorneys and/or parties listed below at the address and/or facsimile number indicated below:

17
18 Keith E. Galliher, Jr., Esq.
19 THE GALLIHER LAW FIRM
20 1850 E. Sahara Avenue, Suite 107
21 Las Vegas, NV 89104
22 *Attorneys for Plaintiff*
23 Facsimile: 702-735-0204
24 E-Service: kgalliher@galliherlawfirm.com
25 dmooney@galliherlawfirm.com
26 gramos@galliherlawfirm.com
27 sray@galliherlawfirm.com
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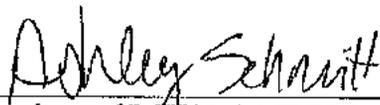

An employee of ROYAL & MILES LLP

EXHIBIT “A”



ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 ♦ Fax: (702) 531-6777

1 **ORDER**
2 Michael A. Royal, Esq.
3 Nevada Bar No. 4370
4 Gregory A. Miles, Esq.
5 Nevada Bar No. 4336
6 **ROYAL & MILES LLP**
7 1522 West Warm Springs Road
8 Henderson Nevada 89014
9 Tel: (702) 471-6777
10 Fax: (702) 571-6777
11 Email: mroyal@royalmilesllp.com
12 *Attorneys for Defendants*
13 *VENETIAN CASINO RESORT, LLC and*
14 *LAS VEGAS SANDS, LLC*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JOYCE SEKERA, an Individual;
18
19 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: 2425

20 v.

21 VENETIAN CASINO RESORT, LLC, d/b/a
22 THE VENETIAN LAS VEGAS, a Nevada
23 Limited Liability Company; LAS VEGAS
24 SANDS, LLC d/b/a THE VENETIAN LAS
25 VEGAS, a Nevada Limited Liability Company;
26 YET UNKNOWN EMPLOYEE; DOES I
27 through X, inclusive,

ORDER

28 Defendants.

Plaintiff Joyce Sekera's Objection to the Discovery Commissioner's Report and Recommendation on Defendant Venetian's Protective Order came before the Court for hearing at 9:00 a.m. on May 14, 2019. Keith E. Galliher, Jr., Esq., and Kathleen H. Gallagher, Esq., of the Galliher Law firm, appeared on behalf of the Plaintiff JOYCE SEKERA. Michael A. Royal, Esq., of Royal & Miles LLP appeared on behalf of Defendants VENETIAN CASINO RESORT, LLC, and LAS VEGAS SANDS, LLC (hereinafter collectively *Venetian*). Also before the Court was Defendant's Counter-motion to Strike Facts, Defendants' Counter-motion for Order Directing Return of All

1 Protected Information, Defendant's Countermotion for Sanctions, and Plaintiffs Motion to Strike
2 Defendant's Countermotions.

3 The Discovery Commissioner ordered that guest information in Venetian's prior incident
4 reports from November 4, 2013 to November 4, 2016 remain redacted, as produced by Defendants,
5 and that the redacted reports be subject to a protective order pursuant to NRCP 26(c). In her Objection,
6 Plaintiff contended that the Recommendation violates NRCP 1 which states that the Nevada Rules of
7 Civil Procedure "should be construed, administered, and employed by the court and the parties to
8 secure the just, speedy, and inexpensive determination of every action and proceeding." Additionally,
9 Plaintiff contends the Discovery Commissioner's ruling violates the uniform holding across the country
10 that the risk or certainty that a party receiving discovery will share it with others alone does not
11 constitute good cause for a protective order.
12

13 Defendants argued that the prior incident reports contain sensitive personal, private information
14 related to prior guests and other non-employees which should be subject to an NRCP 26(c) protective
15 order. Defendants argued that the information includes personal contact data, dates of birth, Social
16 Security numbers, and health related reporting obtained by responding EMTs. Defendants further
17 argued that Plaintiff had already shared the subject information with attorneys handling litigation in
18 other ongoing related matters involving Venetian, regardless of the pending Discovery Commissioner's
19 Report and Recommendation, and expressed concern that unredacted reports produced to Plaintiff
20 would likewise be freely shared in the same manner, further invading the privacy rights of Defendants'
21 guests, which Defendants assert an obligation to protect unless Plaintiff can demonstrate that any prior
22 incident is "substantially similar" in area and circumstances to the subject incident (*citing Schlatter v.*
23 *Eighth Judicial Dist. Court*, 93 Nev. 189, 192 (1977); the Health Insurance Portability and
24 Accountability Act of 1996 (HIPAA) (See 42 USCS. § 1320d et seq.; 45 C.F.R. §§160-164; and to
25 various Nevada cases related to invasion of privacy). Defendants also sought to protect the unredacted
26
27
28

1 information based on Plaintiff's showing of relevancy to the pending action, arguing that Plaintiff is
2 using the discovery process to mine information for distribution to other attorneys in the legal
3 community and the world at large, asserting that the balance of Plaintiff's need for the personal
4 information at issue does not outweigh the right of privacy by those identified individuals.

5
6 IT IS HEREBY ORDERED that Plaintiff's Objection is GRANTED, the Discovery
7 Commissioner's Report and Recommendation of April 2, 2019 is REVERSED in its entirety. The
8 Court has determined that there is no legal basis to preclude Plaintiff from knowing the identity of the
9 individuals contained in the incident reports as this information is relevant discovery. There is also
10 no legal basis to preclude Plaintiff from sharing the unredacted incident reports with persons not
11 involved in this litigation. However, the Court strongly cautions Plaintiff to be careful with how she
12 shares and uses this information.

13
14 IT IS FURTHER ORDERED that Defendant's Countermotion for Sanctions is DENIED. The
15 Court finds that Plaintiff did not act inappropriately by sharing the redacted reports at issue with other
16 counsel on February 7, 2019 or by failing to advise the Discovery Commissioner at the March 13, 2019
17 hearing that all of the redacted reports at issue were filed with the Court in their entirety by plaintiff's
18 counsel in the matter of Carol Smith v. Venetian, case no. A-17-753362-C, on March 12, 2019.
19 Plaintiff further did not violate the Protective Order by failing to request a stay of the ruling by the
20 Discovery Commissioner under EDCR 2.34(f) or by failing to request back the information disclosed
21 before the Protective Order was issued by the Discovery Commissioner.

22
23 III

24 III

25 III

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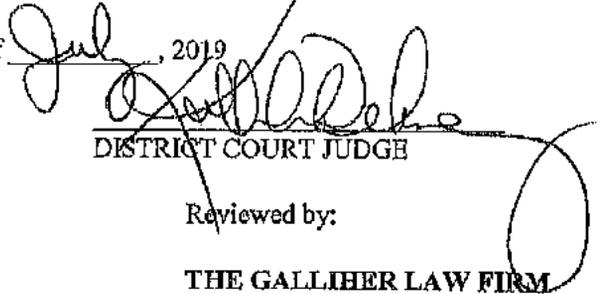
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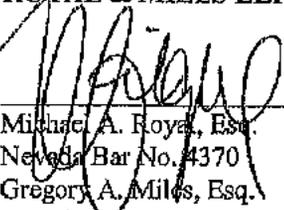
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IT IS FURTHER ORDERED Defendant's Countermotion to Strike Facts, Defendant's
Countermotion for Order Directing Return of All Protected Information and Plaintiffs Motion to Strike
Defendant's Countermotions are DENIED.

DATED this 30th day of Jul, 2019



DISTRICT COURT JUDGE

Submitted by:
ROYAL & MILES LLP

Michael A. Royak, Esq.
Nevada Bar No. 4370
Gregory A. Miles, Esq.
Nevada Bar No. 4336
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants

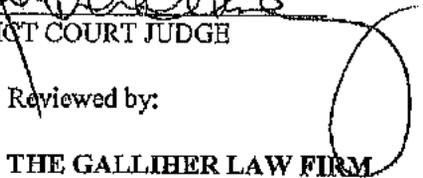
Reviewed by:
THE GALLIHER LAW FIRM
[Reviewed but would not sign]

Keith E. Galliher, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorneys for Plaintiff

EXHIBIT “B”

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DISTRICT COURT
CLARK COUNTY, NEVADA

Joyce Sekera,
Plaintiff,
vs.
Venetian Casino Resort, LLC,
Defendant.

Case No. A-18-773761
Dept. No. XXV

Before the Honorable KATHLEEN E. DELANEY
Tuesday, May 14, 2019, 9:00 A.M.
Reporter's Transcript of Proceedings

OBJECTION TO DISCOVERY COMMISSIONER'S REPORT

APPEARANCES:

For the Plaintiff: KEITH E. GALLIHER, JR., ESQ.
KATHLEEN GALLAGHER, ESQ.
Attorneys at Law

For the Defendant: MICHAEL A. ROYAL, ESQ.
Attorney at Law

REPORTED BY: RENEE SILVAGGIO, C.C.R. No. 122

1 relevant, and what should have been disclosed. And if there
2 should have been some limitations on it, what should those be?

3 And I said it a minute ago, and my mind still
4 stays there, was there, kind of, after reviewing all the
5 paperwork -- which, again, I do want to compliment. It was
6 very thorough and very detailed. I'm not sure my law clerk
7 would appreciate to have the same set of it with all the time
8 she had to spend on it, but it really let me see and understand
9 everything as best as I could and of course we clarified it
10 further here today -- is, you know, putting myself in the shoes
11 of the Discovery Commissioner and looking at everything fresh,
12 what would I have done?

13 And I really think what I would have said was:
14 The plaintiff gets it. The plaintiff gets all of it.

15 The plaintiff should not be precluded from being
16 able to have it, being able to know who these people are and
17 being able to contact these people.

18 Now, if things need to be redacted, like,
19 Social Security Numbers or other things, you know, I suppose
20 that could be a discussion to the extent that anything ever
21 were to get filed.

22 I don't know that it needs to be redacted from
23 going over to the plaintiff's side, but, you know, obviously we
24 can't have anything that's ever filed that would have a
25 personal identifying information in it, like Social Security

1 Number, et cetera; but they should have it.

2 The real question becomes then: Should they be
3 able to disseminate it?

4 And it's -- you know, I appreciate very much,
5 Mr. Galliher's argument that, look, you know, this is -- this
6 is -- there's nothing that precludes it in the law, and I -- I
7 agree. I don't see anything that precludes it in the law.

8 I could see where it could potentially be
9 undesirable to one of our larger businesses here in the
10 community. I could see where it potentially could be
11 undesirable. As Mr. Galliher himself pointed out, you could
12 call some of these folks and they could say, you know, pound
13 sand and not want to be bothered.

14 And perhaps there would be some thought process
15 of, you know, look, you can have it and you can do with it what
16 you need to do with it for your litigation, but what purpose is
17 there to serve to share it around? And then, you know, in
18 these circumstances would we end up with people who are
19 trolling for other clients, you know, and do we now beget
20 something that really, when people say bad things about
21 lawyers, you know, that they say them.

22 I would have no reason to believe that
23 Mr. Goldstein or Mr. Bochanis would do that, and those are the
24 names that come up here today. I've known and respected them
25 as practitioners for a very long time. So I'm not meaning to

1 suggest that. But I can see where, you know, somebody sort of
2 weighing the stakes about it.

3 And I think the easier call for me to be would
4 be to say: The Plaintiff gets everything but they keep it to
5 themselves. But really at the end of the day, I can't find any
6 legal basis to make that ruling.

7 I -- I do think that at the end of the day
8 Commissioner Truman made an error here.

9 I -- I think that it's relevant discovery. I
10 think it is, again, not only relevant, but it's -- it's
11 relevant as stated earlier to the foreseeability, to whether
12 the Venetian was on notice.

13 I think they are substantially similar enough,
14 liquid, no liquid, the issue is the slip and the fall on the
15 marble and what caused it and the circumstances. I think that
16 that certainly overlaps. I just don't see any legal basis upon
17 which this countersuit had been precluded.

18 In their full display to the Plaintiff, the only
19 question becomes -- and I have to admit I have some qualms
20 about this because, again, it would be easier to say, but keep
21 it to yourselves and don't share it to the greater world, but I
22 don't have a legal basis to say that, that I can see.

23 So it would mean me just saying: Well, let me
24 try to protect these people from lawyers doing something that I
25 would not suspect that these lawyers could or would do or let

1 me just protect these people so they're not annoyed.

2 And you know what? I'm sorry, that's not how
3 that works.

4 I mean, this information could all potentially
5 be found one way or another if somebody had contacts with
6 insurance people and had some inside scoop or they'd said
7 people filed litigations if those could be found.

8 It's all fair game. It just is. I think it's
9 just fair game.

10 I -- I struggle with the decision in all candor
11 because I do think because of the sheer volume of the amount of
12 people involved here, that it could become something that's
13 problematic. It could be viewed as something that would be
14 something, like, a -- you know, a marketing list that's out
15 there on the loose that somebody could get their hands on and
16 tie into, but I can't just because of that qualm tie it up.

17 I think that Mr. Galliher is correct on the law
18 on this one. Whether I like it or not and whether it's going
19 to, you know, make me unpopular in my decision making, I think
20 at the end of the day this is information that needs to be
21 provided in its unredacted form.

22 And, again, I don't see any legal basis for
23 limiting how it is -- how it is held and how it is viewed.

24 I guess in saying that, though, I would caution
25 Mr. Galliher that, you know, how you share this information and

1 who gets ahold of it and who has what information doesn't
2 necessarily protect folks from being upset and coming after and
3 wanting to attack this.

4 And maybe that is something to keep in mind,
5 even if you are sharing it with people who you trust or believe
6 wouldn't do anything negative with it. But I'm -- I am going
7 to reverse the Discovery Commissioner's Report and
8 Recommendations.

9 It's not really technically granting the
10 objection. It's just reversing the Discovery Commissioner's
11 Report and Recommendations.

12 And to the extent that it is now required that
13 there be unredacted incident reports provided, and technically
14 litigation on how Plaintiff and Defendant (inaudible), but it
15 is potentially problematic to the extent that this information
16 could be shared and could contain personal identifying
17 information.

18 There is -- there is statutory law out there
19 that talks about those who come into possession of large
20 quantities of information that contain personal identifying
21 information and do not handle it carefully and disseminate it
22 or do other things with it, you know, in my mind, I'm equating
23 it to CBS -- sorry, I picked on CBS today. I guess I picked up
24 Walgreens a minute ago -- and they take, you know, client files
25 and they dump them in the trash, and somebody gets ahold of

EXHIBIT “C”

REGISTER OF ACTIONS

CASE NO. A-17-753362-C

Carol Smith, Plaintiff(s) vs. Venetian Casino Resort LLC,
Defendant(s)

§
§
§
§
§
§

Case Type: Negligence - Premises Liability
Date Filed: 03/31/2017
Location: Department 10
Cross-Reference Case Number: A753362

PARTY INFORMATION

		Lead Attorneys
Defendant	Venetian Casino Resort LLC	Michael M. Edwards <i>Retained</i> 702-363-5100(W)
Plaintiff	Smith, Carol	Peter Goldstein <i>Retained</i> 7024746400(W)

EVENTS & ORDERS OF THE COURT

05/02/2018 All Pending Motions (9:00 AM) (Judicial Officer Bulla, Bonnie)

Minutes

05/02/2018 9:00 AM

- Defendant Venetian Casino Resort LLC's Motion for Protective Order Plaintiff's Notice Of Motion And Motion To Compel Further Responses From Defendant Venetian Casino Resort, LLC To Plaintiff's Interrogatories, Set One COMMISSIONER RECOMMENDED, Plaintiff's Notice Of Motion And Motion To Compel Further Responses From Defendant Venetian Casino Resort, LLC To Plaintiff's Interrogatories, Set One is GRANTED IN PART within parameters; Defense counsel will supplement Interrogatory 4; Interrogatory 15 no further supplement; Interrogatory 16 is PROTECTED; supplement Interrogatory 19; Interrogatory 21 is PROTECTED as written; supplement Interrogatory 18; go back five years of fall history for the lobby at issue; colloquy; go back three years before the incident for other lobbies with the same marble flooring due to liquid on the floor. COMMISSIONER RECOMMENDED, Defendant Venetian Casino Resort LLC's Motion for Protective Order is GRANTED; colloquy re: transitory condition of the floor; counsel can have the number of falls in the lobbies, discussion re: how to get information into evidence, but REDACT the names; after reviewing information, if there is a specific fall event that happened in the general area of Plaintiff's fall, have a 2.34 conference with Defense counsel and bring back to Commissioner's attention. COMMISSIONER RECOMMENDED, Defense counsel to provide information up to and including 5-23-18 to supplement written discovery and provide additional fall incidents as discussed. Counsel can submit a 2.35 Stipulation to move deadlines 45 to 60 days to keep the Trial date. COMMISSIONER RECOMMENDED, file dispositive motions no later than 11-21-18. Mr. Goldman to prepare the Report and Recommendations for both Motions, and Guzik to approve as to form and content. A proper report must be timely submitted within 20 days of the hearing. Otherwise, counsel will pay a contribution.

Parties Present
Return to Register of Actions

EXHIBIT “D”



1 **DCRR**
2 Michael A. Royal, Esq.
3 Nevada Bar No. 4370
4 Gregory A. Miles, Esq.
5 Nevada Bar No. 4336
6 **ROYAL & MILES LLP**
7 1522 West Warm Springs Road
8 Henderson Nevada 89014
9 Tel: (702) 471-6777
10 Fax: (702) 531-6777
11 Email: mroyal@royalmilesllp.com
12 *Attorneys for Defendants*
13 *VENETIAN CASINO RESORT, LLC and*
14 *LAS VEGAS SANDS, LLC*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JOYCE SEKERA, an Individual;
18
19 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: XXV

20 v.

**DISCOVERY COMMISSIONER'S
REPORT AND RECOMMENDATION**

21 VENETIAN CASINO RESORT, LLC, d/b/a
22 THE VENETIAN LAS VEGAS, a Nevada
23 Limited Liability Company; LAS VEGAS
24 SANDS, LLC d/b/a THE VENETIAN LAS
25 VEGAS, a Nevada Limited Liability Company;
26 YET UNKNOWN EMPLOYEE; DOES I
27 through X, inclusive,

Hearing Date: March 13, 2019, 9:00 am

28 Defendants.

Appearance: Keith E. Galliher, Jr., Esq., for Plaintiff, JOYCE SEKERA

Michael A. Royal, Esq., Royal & Miles LLP, for Defendants
VENETIAN CASINO RESORT, LLC and LAS VEGAS SANDS, LLC
(collectively "Venetian")

ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 • Fax: (702) 531-6777

1 I.

2 FINDINGS

3 1. Defendant Venetian filed *Defendants' Motion for Protective Order* on February 1, 2019
4 related to the production of redacted prior incident reports in response to an NRCP 34 request by
5 Plaintiff. Plaintiff filed an *Opposition to Defendants' Motion for Protective Order* on February 13,
6 2019, arguing that there is no basis to redact information in prior incident reports (other than Social
7 Security numbers) or otherwise to afford them protection under NRCP 26(c). Defendant filed a *Reply*
8 *to Opposition to Defendants' Motion for Protective Order* on March 5, 2019 and an *Addendum to*
9 *Reply to Opposition to Defendants' Motion for Protective Order* on March 6, 2019 noting, among
10 other things, that Plaintiff's counsel had already been sharing prior incident reports with other attorneys
11 not involved in the present litigation.
12

13 2. A hearing on motion was held on March 13, 2019.
14

15 3. Venetian counsel argued that prior incident reports have been produced, which represent
16 slip and falls occurring on marble floors in the common areas of the Venetian casino level.

17 4. Plaintiff's counsel argued that after comparing a production by Venetian in the case of
18 *Smith v. Venetian*, Case No. A-17-753362-C, he discovered four incident reports produced in that case
19 which were not produced by Venetian in this litigation. Defense counsel related that he is unaware of
20 that issue and that he will investigate.
21

22 After reviewing the papers and pleadings on file, and consideration of arguments presented by
23 counsel for the parties, the following recommendations are made.

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II.

RECOMMENDATIONS

IT IS RECOMMENDED that *Defendants' Motion for Protective Order* is GRANTED IN PART and DENIED IN PART.

IT IS FURTHER RECOMMENDED that the prior incident reports produced by Venetian are to remain in redacted form as originally provided in response to an NRCP 34 request, the Court agreeing that this presents a privacy issue as it pertains to the identity of prior Venetian guests and includes protected HIPPA related information.

IT IS FURTHER RECOMMENDED that all information within the redacted prior incident reports produced by Venetian are to be protected under an NRCP 26(c) order, not to be shared with anyone who is not directly affiliated with the litigation (*i.e.* counsel, counsel's staff, experts, etc.), and when attached as exhibits to any filings with the Court are to be provided under seal.

IT IS FURTHER RECOMMENDED that if Plaintiff identifies a specific prior incident report she feels is sufficiently related to her fall, with substantially similar facts and circumstances, occurring in the same location, that counsel will have an EDCR 2.34 conference to discuss the request and determine whether the identity of those involved in the specific prior incident should be provided before filing a motion.

IT IS FURTHER RECOMMENDED that Venetian be required to review the alleged discrepancy of four prior incident reports produced in the matter of *Smith v. Venetian, supra*, and provide them in redacted form to the extent they are responsive to the Plaintiff's NRCP 34 request, and to provide all reports deemed responsive to Plaintiff's NRCP 34 request no. 7 related to prior incident reports of the Venetian.

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IT IS FURTHER RECOMMENDED that the motion is otherwise denied.

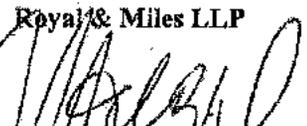
DATED this 2nd day of April, 2019.



DISCOVERY COMMISSIONER

Submitted by:

Royal & Miles LLP



Michael A. Royal, Esq.
Nevada Bar No. 4370
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC

Reviewed by:

THE GALLIHER LAW FIRM



Keith E. Galliher, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorney for Plaintiff

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IT IS FURTHER RECOMMENDED that the motion is otherwise denied.

DATED this _____ day of _____, 2019.


DISCOVERY COMMISSIONER

Submitted by:

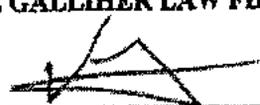
Reviewed by:

Royal & Miles LLP

THE GALLIHER LAW FIRM



Michael A. Royal, Esq.
Nevada Bar No. 4370
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC



Keith E. Galliber, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorney for Plaintiff

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NOTICE

Pursuant to NRCP 16.3(c)(2), you are hereby notified that within fourteen (14) days after being served with a report any party may file and serve written objections to the recommendations. Written authorities may be filed with objections, but are not mandatory. If written authorities are filed, any other party may file and serve responding authorities within seven (7) days after being served with objections.

Objection time will expire on April 18 2019.

A copy of the foregoing Discovery Commissioner's Report was:

_____ Mailed to Plaintiff/Defendant at the following address on the _____ day of _____ 2019:

Electronically filed and served counsel on April 4, 2019, Pursuant to N.E.F.C.R. Rule 9.

The Commissioner's Report is deemed received three (3) days after mailing or e-serving to a party or the party's attorney, or three (3) days after the clerk of the court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. E.D.C.R. 2.34(f).

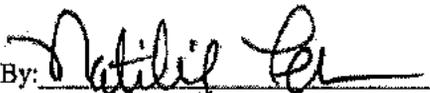
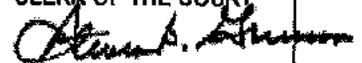
By: 
COMMISSIONER DESIGNEE

EXHIBIT “E”



1 **DCRR**
Peter Goldstein, Esq. (SBN 6992)
2 **PETER GOLDSTEIN LAW CORPORATION**
10795 W Twain Ave, Ste. 110
3 Las Vegas, Nevada 89135
Email: peter@petergoldsteinlaw.com
4 Tel: 702.474.6400
Fax: 888.400.8799

5
6 Attorney for Plaintiff
CAROL SMITH

7
8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 CAROL SMITH, an individual,
11
12 Plaintiff,

Case No.: A-17-753362-C
Dept. No.: X

13 vs.

14 VENETIAN CASINO RESORT, LLC; and
DOES 1 through 50, inclusive,
15 Defendants.

16
17 **DISCOVERY COMMISSIONER'S**
REPORT AND RECOMMENDATIONS

18 HEARING DATE: October 31, 2018
19 HEARING TIME: 9:00 a.m.

20 ATTORNEY FOR PLAINTIFF: Peter Goldstein, Esq.

21 ATTORNEY FOR DEFENDANT: Ryan Loosvelt, Esq.
MESSNER REEVES

22
23 Plaintiff's Motion to Compel Further Responses From Defendant Venetian Casino Resort, LLC
24 to Plaintiff's Requests for Production of Documents Set 4 ("Motion to Compel") having come on for
25 hearing October 31, 2018, Defendant filed an Opposition, and Plaintiff filed a Reply, Peter Goldstein
26 appearing on behalf of Plaintiff, and Ryan Loosvelt of Messner Reeves LLP appearing on behalf of
27 Defendant, the Commissioner, having considered the arguments and briefs of counsel, makes the
28 following rulings:

1 I.

2 FINDINGS

3 Plaintiff's Motion to Compel sought to compel videos from certain incidents prior to the
4 incident that is the subject of this action that occurred on marble floor at the Venetian that Plaintiff
5 identified in Request Nos. 42-70 in Plaintiff's fourth set of requests for production, that correspond to
6 written incident reports the Discovery Commissioner previously recommended be produced.
7 Defendant opposed the Motion to Compel and Plaintiff filed her Reply. The Discovery Commissioner
8 makes the following findings:

9 There is a difference between a permanent condition and a transitory condition. If it is
10 transitory, the issue is whether or not the employees had reasonable notice of water on the floor to clean
11 it up, so other slip and falls are not relevant to the notice in that case.

12 Here, Plaintiff is making the argument that the Venetian's marble floor, in and of itself is not a
13 problem, but turns into a fall hazard every time water goes on the flooring, and that it is foreseeable
14 people will bring in water bottles or drinks on the casino floor which will end up on the tile, so the
15 Discovery Commissioner finds the video is discoverable, with certain protections. Whether that rises to
16 the level of admissibility and whether or not the evidence will be allowed or disallowed at trial will be
17 up to the District Court Judge.

18 II.

19 RECOMMENDATIONS

20 IT IS HEREBY RECOMMENDED that Plaintiffs' Motion to Compel is Granted subject to
21 Rule 26 protections. Defendant shall produce, as discoverable evidence, the videos requested by
22 Plaintiff in Request for Production Set 4, Request Nos. 42-70, to the extent the videos exist and are
23 available, within 15 days of Notice of Entry of this Report and Recommendation by the District Court
24 Judge as an Order, and the District Judge shall ultimately determine whether the videos are admissible
25 at such later time after or in the process of the Parties' Motion In Limine proceedings or similar
26 proceeding before trial.

27 IT IS FURTHER RECOMMENDED that the video produced pursuant to this order shall be
28 protected by NRCP 26(c) protections until the District Judge otherwise orders, including, but not

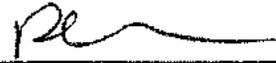
1 limited to, that it shall remain confidential and non-public, and shall not be publicly filed, used, or
2 disclosed outside this litigation, and that Parties and experts shall be so advised and consent to such
3 confidentiality and limited use orders, until such time as the District Judge rules on their admissibility
4 pursuant to the Motion In Limine rulings or otherwise. Venetian shall not redact the identities of the
5 patrons or guests or perform any redaction of the videos for discovery purposes at this time, but if the
6 District Judge later allows use of the video, it can determine how to redact facial recognition at that
7 time.

8 DATED this 29 day of November, 2018.

9
10 
DISCOVERY COMMISSIONER

11 Respectfully Submitted by:

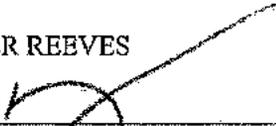
12 PETER GOLDSTEIN LAW CORPORATION

13 
14 PETER GOLDSTEIN, ESQ. [SBN 6992]
15 10795 W Twain Ave, Ste. 110
16 Las Vegas, Nevada 89135
Attorney for Plaintiff
CAROL SMITH

17 Date: 11.21.18

18 Approved as to form and content:

19 MESSNER REEVES

20 
21 RYAN LOOSVELT, ESQ. [SBN 8550]
22 8945 W. Russell Road, Suite 300
23 Las Vegas, Nevada 89148
Attorneys for Defendant
VENETIAN CASINO RESORT, LLC

24 Date: 11-20-18

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NOTICE

Pursuant to NRCp 16.1 (d) (2), you are hereby notified that you have five (5) days from the date you receive this document within which to file a written objection.

The Commissioner's Report is deemed received three (3) days after mailing to a party or the party's attorney, or three (3) days after the clerk of the court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. E.D.C.R. 2.34 (f).

A copy of the foregoing Discovery Commissioner's Report was:

_____ Mailed to Plaintiff/Defendant at the following address on the ___ day of ___, 20__.

_____ Placed in the folder of counsel in the Clerk's office on the ___ day of ___, 20__.

Electronically served counsel on Nov 30, 2018 Pursuant to N.E.F.C.R. Rule 9.

By *Natilie Per*
Commissioner Designee

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CASE NAME: SMITH v. VENETIAN

CASE NUMBER: A-17-753362-C

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

 The parties having waived the right to object thereto,

 No timely objection having been received in the office of the Discovery Commissioner pursuant to E.D.C.R. 2.34(f),

 ^{JK} Having received the objections thereto and the written arguments in support of said objections, and good cause appearing,

* * *

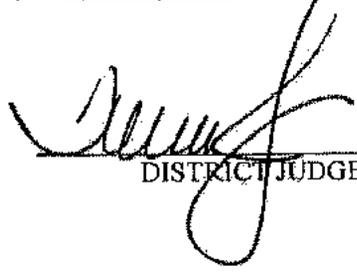
AND

 IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted.

 IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted as modified in the following manner. (attached hereto)

 IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for January 22, 2019, at 9:30 a.m.

DATED this 21 day of December, 2018.



DISTRICT JUDGE SW

EXHIBIT “F”



1 **ORDR**
Peter Goldstein, Esq. (SBN 6992)
2 **PETER GOLDSTEIN LAW CORPORATION**
10785 W Twain Ave, Ste. 230
3 Las Vegas, Nevada 89135
Email: peter@petergoldsteinlaw.com
4 Tel: 702.474.6400
Fax: 888.400.8799

5 Attorney for Plaintiff
6 **CAROL SMITH**

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 **CAROL SMITH, an individual,**

Case No.: A-17-753362-C
Dept. No.: X

10 **Plaintiff,**

11 vs.

12 **VENETIAN CASINO RESORT, LLC; and**
13 **DOES 1 through 50, inclusive,**

14 **Defendants.**

15 **ORDER**

16 Defendant filed an objection to the Discovery Commissioner's Report and Recommendation.
17 A hearing was held on January 22, 2019. Peter Goldstein appeared on behalf of the Plaintiff, and Ryan
18 Loosvelt on behalf of the Defendant. The Court stated that the admissibility of the documents sought by
19 Plaintiff, would be made at the time of trial, and affirmed the Discovery Commissioner's Report and
20 Recommendation.
21

22 ///

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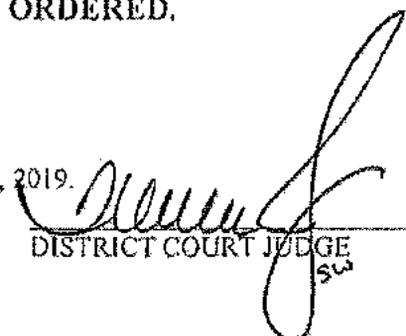
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28

1 IT IS HEREBY ORDERED that the Discovery Commissioner's Report and Recommendation is
2 AFFIRMED, and Plaintiff's Motion to Compel is Granted, Defendant must produce video for incident
3 reports on other marble floors on the property for which video evidence is maintained and supplement
4 Request for Production of Documents, set four and Defendant must produce all video tapes that pertain
5 to all the incident reports that were produced previously.

6
7 IT IS SO ORDERED.

8
9
10 DATED this 28 day of February, 2019. 
11 DISTRICT COURT JUDGE
12

13 Respectfully Submitted by:

14 PETER GOLDSTEIN LAW CORPORATION

15 
16 PETER GOLDSTEIN, ESQ. [SBN 6992]
17 10785 W Twain Ave, Ste. 230
18 Las Vegas, Nevada 89135
19 Attorney for Plaintiff
20 CAROL SMITH

Date: 2.14.19

21 Approved as to form and content:

22 MESSNER REEVES

23 Date: _____

24 RYAN LOOSVELT, ESQ. [SBN 8550]
25 8945 W. Russell Road, Suite 300
26 Las Vegas, Nevada 89148
27 Attorneys for Defendant
28 VENETIAN CASINO RESORT, LLC

EXHIBIT “G”

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RTRAN

DISTRICT COURT
CLARK COUNTY, NEVADA

CAROL SMITH,
Plaintiff,

CASE#: A-17-753362-C
DEPT. XVIII

vs.

VENETIAN CASINO RESORT LLC
Defendant.

BEFORE THE HONORABLE TIERRA JONES, DISTRICT COURT JUDGE
TUESDAY, MAY 7, 2019

RECORDER'S TRANSCRIPT OF PENDING MOTIONS

APPEARANCES:

For the Plaintiff: PETER GOLDSTEIN, ESQ.

For the Defendant: MICHAEL M. EDWARDS, ESQ.
RYAN A. LOOSVELT, ESQ.

RECORDED BY: VICTORIA BOYD, COURT RECORDER

1 answering any more questions. Your renote of your motion in limine
2 number one, to admit all similar prior falls on the wet marble tile as
3 evidence to prove notice and knowledge of a dangerous condition.

4 I've read the motion, the opposition, and the reply. Mr.
5 Goldstein, do you have anything you would like to add?

6 MR. GOLDSTEIN: Okay. Let me grab that notebook, Your
7 Honor. Oh, the motion in limine addressed in addition to the Smith, the
8 Sekara reports. So, if the Court is not considering the Sekara --

9 THE COURT: I can't.

10 MR. GOLDSTEIN: -- reports, then we're just talking about the
11 Smith prior reports. Those should be admitted into evidence if they're
12 similarly the result of a fall on a wet marble floor, which we believe,
13 based on the spreadsheet and based on the information that we
14 provided, they are the similar types of falls. They're falls on wet marble
15 floors. The friction coefficient of the marble at the Venetian Hotel, it was
16 built in 1999 or 2000, based on their own expert's testing is .18, which is
17 like ice.

18 We have the Smith reports that they produced that show
19 multiple people falling. 24 reports in three years is what they produced.
20 So, the reports on Smith, prior falls on wet marble floors, if they are
21 substantially similar, go to notice of a dangerous condition.

22 So, it's not just a matter of a transient condition of water, it's
23 a permanent condition of a floor that's inherently unsafe because it's
24 foreseeable that water will be spilled, and other substances will be
25 spilled onto these floors.

1 Additionally, they failed to utilize all available efforts to make
2 the floor less slippery. They could have used B3 crystallizer, which is a
3 polymer, that provides more grip. I've provided that information to the
4 Court. But the case law is clear that -- sorry, Your Honor -- that prior
5 similar reports, based on the same dangerous condition are admissible
6 to prove notice and knowledge and to rebut the arguments that the
7 Defendants have made about Plaintiff's comparative negligence.

8 So, they're very relevant to the notice issue because their whole
9 defense is notice. Their defense is that the video shows the water being
10 spilled six minutes before my client suffers her injury.

11 There was a security guard stationed in lobby one, whose job
12 was to look at the room keys, make sure people didn't get into that guest
13 room -- guest elevator without a key. But he was about 12 feet away
14 from where the fall occurred. There were two security guards that
15 walked by where the water was and didn't notice it. But their argument
16 is going to be that it's the Plaintiff's fault, that six minutes is not
17 adequate time.

18 And this would rebut that because it's going to show that
19 there are multiple events of people falling on these marble floors that are
20 wet. And that's the notice. And the Commissioner in her report said to
21 the Defendant, you've got a problem here. It goes from being safe when
22 it's dry to being extremely dangerous when it's wet. That's why you've
23 got all these reports. And I've got all those reports with me.

24 They're relevant to show notice and knowledge because if
25 their defense is the six-minute gap isn't enough -- and by the way, there

1 is a case, *Rios versus Wal-Mart*, in which the federal judge was overruled
2 by the Ninth Circuit when he ordered that a two-minute gap between the
3 transient condition in that case and the fall was insufficient notice. And
4 the Ninth Circuit said, no, that's wrong. A two-minute gap can be
5 sufficient notice. But in any event, these reports on the Smith case are
6 relevant to prove that and to rebut that defense, that my client was not
7 comparatively negligent, and they were aware that this is a risk.

8 So, the case law is clear. And I've cited all the cases on this.
9 The *A/t* [phonetic] case and even the Supreme Court case say if you've
10 got substantially similar condition -- and the *Ginnis* case in Nevada --
11 that prior falls that are substantially similar are admissible to prove
12 notice. And I think it's very important that I be allowed to prove that.
13 That's why they're relevant to the issue of notice, and to rebut the
14 defense of comparative negligence.

15 I think my papers laid it out, too, but I'm happy to answer any
16 questions. But I think this is a -- an issue that's well decided. There's
17 even cases that discuss subsequent events, subsequent accidents that
18 can be admissible to prove notice. But I'm not asking for that. I'm just
19 asking for the prior reports for the three years to be admitted. And I
20 have no other way to do that because the names and addresses of the
21 persons that fell had been redacted.

22 So, I can't call these witnesses and have them testify about
23 what happened. So, the reports themselves should be admitted to prove
24 that they know that this floor is inherently dangerous. And I've made I
25 think sufficient arguments in my moving papers to discuss why it's not

1 simply a transitory but it's a permanent condition involving an unsafe
2 marble floor. Is there any question about -- that the Court wants me to
3 answer about this issue?

4 THE COURT: No. No. I read everything. Counsel?

5 MR. LOOSVELT: There was no -- once again, no meet and
6 confer on incidents that are substantially similar. What Mr. Goldstein
7 wants to do is, at the motion in limine stage, summarily produce any fall
8 in the hotel, wherever it happened. Not necessarily Lobby 1, not
9 necessarily under the circumstances that happened to the Plaintiff here.
10 None of that's been identified or even conferred upon or discussed.

11 In a lot of these situations, I've never heard elevator banks,
12 about escalators, things like that. It has nothing to do with whether or
13 not Venetian was on actual or constructive notice about a spill by a guest
14 walking through lobby one or a water bottle at all.

15 So, the other thing is, Mr. Goldstein admits he can't get these
16 in otherwise. Unless Your Honor's going to summarily find them
17 admissible, he can't lay a foundation for them. And that's just not
18 appropriate at the motion in limine stage at all. His motion in limine,
19 actually the first six pages was admission all based on a willful discovery
20 violation. It was duplicative of that motion we just heard, and that was
21 denied.

22 So, it can't be, you know, admissible on that basis either.
23 The other aspect he's talking about, without using the magic words, but
24 he's using the case law and things like that, is he wants them admitted
25 under the mode of operation. We -- that was -- that's what he's talking

1 about when he's talking about the case law and this, that, and the other.
2 That was our -- that was our first motion in limine. And this has been
3 addressed at length in this case.

4 I don't want if you want me to go over that now, but I'm
5 happy to do it. But there's a two-step test in this mode of operation for
6 this even to apply. You know, first the facts have to fit the first step,
7 which is,

8 The owner of a self-service establishment has, as a cost-
9 saving measure, chosen to have customers perform tasks
10 traditionally performed by employees.

11 The facts of the case have to meet that to even get to the
12 second part, which is what he's focused on at all. The facts don't meet
13 that. Here we have a guest walk through the lobby, spilled bottle of
14 water. There's no mode of operation here. The examples of mode of
15 operation include the grocery store examples, The Grape, where we
16 cited a Wal-Mart case where you're pouring flowers out of a flower stand
17 and water drops. That's not what happened here at all. It doesn't fit.

18 So, the mode of operation doesn't apply, and the reports are
19 admissible under that theory. If it had applied, then the -- then it would
20 be -- what's the -- then he would have to show, the plaintiff satisfies
21 notice if they establish that injury is attributable to a reasonable
22 foreseeable dangerous condition.

23 Plaintiff's reasonable foreseeable dangerous condition;
24 installation of code compliant marble. That's it. That's what it's all
25 about. Because they have marble, they're liable for any fall, and we

1 should -- we should introduce reports from all over the hotel. It just
2 doesn't meet the mode of operation. They're not admissible under that
3 standard or under the standards he identified.

4 THE COURT: Mr. Goldstein, your reply?

5 MR. GOLDSTEIN: Thank you, Your Honor. Yeah, I didn't
6 really argue the mode of operation, but that's -- it really means increased
7 risk. But the case is *El Dorado Club versus Graff*.

8 Identify how to distinguish between permanent hazardous
9 conditions and temporary hazardous conditions whether
10 prior acts then should be admitted.

11 The court in *El Dorado* stated that,

12 The admissibility of evidence of prior acts in this kind of case
13 to show notice or knowledge of the danger causing the
14 accident is generally confined to situations where there are
15 conditions of permanency. The evidence is excluded where it
16 relates to a temporary condition, which might or might not
17 one day exist unless there is a showing that these prior
18 occurrences have continued and persisted.

19 And that's the key to the argument in this case. It's a
20 continued risk that's persisting and continuing. And I think I made a
21 showing that this was relevant to the issue of notice and knowledge. We
22 did meet and confer on this, by the way, before we filed the motions in
23 limine. And I did a declaration that we met and conferred on that --

24 THE COURT: All right.

25 MR. GOLDSTEIN: -- on the admission of the -- of the reports.

1 And we're just talking about the prior reports on the Smith case. But we
2 did confer. The case law is clear. If it's a similar type of injury, falling on
3 wet marble floors -- and we believe -- they talk about code compliance.
4 There's no factual evidence that there's code compliance here. We have
5 a situation where there are so many things that they could have done, to
6 use SharkGrip and other things to texturize and add a polymer to make it
7 less slippery, that they didn't do.

8 So, instead of doing something to make it less slippery, they
9 have allowed the aesthetics to be more important than safety. And the
10 *El Dorado* case, the *Ginnis* case, and the *Vacca v. Real Properties*
11 [phonetic] case -- and I want to just read to the Court from the *Vacca*
12 case, if I could briefly. Judge Hunt wrote,

13 A business owes a duty to its patrons to keep their premises
14 in a reasonably safe condition. *Sprague v. Lucky Stores*. If
15 dangerous conditions exist on the premises because of the
16 actions of something other than the business or its
17 employees, they're liable if they had actual or constructive
18 notice of the condition but failed to remedy. Whether it's a
19 dangerous condition is a question of fact, but past similar
20 incidents can be relevant to the issue of whether the
21 defendant had constructive notice of a hazardous condition.

22 And we believe that if they were able to successfully
23 convince the Discovery Commissioner to redact the names and
24 addresses, which essentially said, yeah, you can get them, but we're
25 never going to allow you to use them, because we can't call the

1 witnesses, our only option for a fair trial to prove notice and knowledge
2 is to get the similar incident reports into evidence for the last three years.

3 I don't want to conflate mode of operation at this time. I've
4 argued it extensively. But there are five locations and right -- adjacent to
5 lobby one where people can get beverages. I took the deposition of the
6 security guard who -- Michael Creed [phonetic], a former security guard,
7 who said you -- he'd seen guests spill on a quarter size, little bit of water.
8 It's foreseeable that these floors are going to get wet. It always happens
9 everywhere. People are buying beverages and spilling them. They can't
10 make certain that they're going to clean it up immediately.

11 So, if they're going to be able to argue that notice -- or six
12 minutes is not sufficient notice to make them liable, I better be able to
13 rebut that. And the only way I can do that fairly is to have these prior
14 reports admitted into evidence. I can answer any additional questions.
15 But the cases are clear that the prior reports that are similar -- we're
16 talking -- we're not talking about dissimilar; we're not talking about falls
17 in other -- we're talking about falls on the marble floors. That's all I'm
18 talking about, falls on wet marble floors. That's the issue. They know
19 that's the issue.

20 There's nothing conflated about that. Not floors on carpet,
21 not floors outside. Falls on wet marble floors. Those should be
22 admissible to prove that the Venetian has notice and knowledge that
23 these floors are dangerous when wet, more so than other types of floors.
24 You can go out in the hall -- in the lobby of this courtroom right now and
25 look at the floor, and you can see there's texturing material on it.

1 Because the state of the art is that you know if it's wet, it's going to be
2 slippery if it's smooth.

3 Every safety engineer, mechanical engineer knows that.
4 That's why they do these friction tests. I mean, I believe there's no cases
5 that support their position that prior similar falls on wet marble floors
6 should not be admitted into evidence. Thank you, Your Honor.

7 THE COURT: Well, I mean, this is the position that we're in,
8 okay, your mode of operation approach is not applicable to this case as
9 well as with the fact that those reports have been redacted. And that's
10 the ruling of the Discovery Commissioner. I've not heard any objections
11 in regards to that. I don't know how any of that would actually be
12 proven up without actually talking to these people to make a
13 determination that the falls were substantially similar or somehow that
14 somehow put the Venetian on notice.

15 So, based upon the fact that that is the state of the evidence,
16 your motion is going to be denied because mode of operation does not
17 apply here.

18 MR. GOLDSTEIN: Well, Your Honor, I -- my argument really
19 is notice and knowledge, and I've cited --

20 THE COURT: Right.

21 MR. GOLDSTEIN: -- the cases.

22 THE COURT: And without having those actual people saying,
23 this is what happened to me, this is actually my injuries, and the
24 Discovery Commissioner redacted those, and you did not object to any
25 of that, so I'm not here today to rehash what the Discovery

1 Commissioner said, that's the law of the case.

2 MR. GOLDSTEIN: Well, Your Honor, the Discovery
3 Commissioner redacted them saying meet and confer about how to get
4 them admitted into evidence.

5 THE COURT: Right.

6 MR. GOLDSTEIN: And I did a motion in limine, and I said,
7 how are we going to get these into evidence? And they're not admitting
8 them into evidence.

9 THE COURT: Right. And I --

10 MR. GOLDSTEIN: And that's --

11 THE COURT: -- can't --

12 MR. GOLDSTEIN: -- to meet and confer.

13 THE COURT: I'm not going to summarily admit them either.

14 MR. GOLDSTEIN: Oh, okay. So, it's -- basically all these
15 motions that I do are just an --

16 THE COURT: Your motion is --

17 MR. GOLDSTEIN: -- exercise in futility?

18 THE COURT: -- denied Mr. Goldstein. Can counsel
19 approach?

20 [Recess at 10:43 a.m., recommencing at 10:54 a.m.]

21 THE COURT: Motion in limine number 2, to admit all video
22 footage that captured similar prior falls on the white marble. I've read
23 the motion, the opposition and the reply. Mr. Goldstein?

24 MR. GOLDSTEIN: Well, in this case, I don't need the names
25 and addresses, because the video speaks for itself. I think there's video

1 anything that's not actual evidence and that there is no proof of is not
2 going to be allowed to be talked about. Excluding undisclosed evidence.
3 Anything that was not previously disclosed is not going to be allowed.
4 That's granted.

5 MR. EDWARDS: Very good. We stipulate to that one and
6 that will come up later on today. We --

7 THE COURT: Right.

8 MR. EDWARDS: -- agree.

9 THE COURT: Right. Exclusion of witnesses. All non-party
10 witnesses. This is the exclusionary rule. That's fine. That's granted.
11 The exclusive of Plaintiff's failure to file motions, that's granted. Okay.
12 We're going to move on to the Defendant's motions. Defendant's
13 motion number 1, to preclude application of the mode of operation
14 approach. I think we've already dealt with this. So basically Defense,
15 number 1, based on all of rulings that have previously been made, that's
16 going to be granted.

17 Defendant's Number 2, preclude admission --

18 MR. GOLDSTEIN: Your Honor -- I'm sorry. I got lost in the
19 shuffling here. Can I just get myself --

20 THE COURT: Okay. I just need you to hurry, because I have
21 other people that are waiting.

22 MR. GOLDSTEIN: I apologize. Let me grab it. I -- I had it
23 mis-tabbed, so I don't want to -- so motion in limine number --

24 THE COURT: Defendant's 1.

25 MR. GOLDSTEIN: Okay.

EXHIBIT “H”

Jennings Forensic Services, LLC

355 W. Mesquite Blvd. #1030
PMB 1-111
Mesquite, NV 89027
calnevsafety@hotmail.com
702.613.5076 (O) 702.203.4192 (C)

May 30, 2019

Keith E. Gallher, Esq.
The Gallher Law Firm
1850 West Sahara Avenue, Suite 107
Las Vegas, NV 89104

Re: Sekera v. Venetian

Dear Mr. Gallher,

Your firm has retained my services as an expert in the above referenced matter. Please accept this document as my rebuttal report. To prepare for this report, I have reviewed the defense expert report of Wilson C. Hayes, Ph.D. dated 5/17/2019.

On Pages 7 and 8 of the Hayes report, Mr. Hayes references the ANSI A326.3 Standard, in particular, the portion that addresses, "that there are many factors that affect the possibility of a slip occurring on a hard surface", and "the COF shall not be the only factor determining the appropriateness of a hard surface flooring material for a particular application".

While both of those references are accurate, in this particular incident, there was a spilled liquid on the marble floor surface and objective slip resistance testing clearly indicated an unsafe and slippery walking surface when contaminated with a liquid substance. That single factor alone was the primary causal factor contributing to plaintiff's slip and fall.

On Page 13 of the report, Mr. Hayes states; "In addition, she was wearing very worn shoes that were well beyond their safe life".

Apparently, Mr. Hayes would like us to consider that as an 'unsafe shoe expert' it is clear that had plaintiff been wearing 'safe' shoes, the potential for the slip and fall would have been considerably less likely.

Following this line of reasoning, we can draw two specific conclusions; one, that 'unsafe shoes' presents a serious risk for slip and fall events as a sole causal factor. And secondly, if that is indeed the case, then the Venetian Hotel-Casino is allowing guests to bring an 'unsafe condition' onto their property!

Continuing with that line of reasoning, it is certainly likely that many guests entering the property are entering with 'unsafe shoes' and should be restricted from entering the property.

That of course, is a ridiculous expectation as it is virtually impossible to enforce such a prohibition. Keeping all walking surfaces in a safe and slip resistant condition is a far more rationale approach and property owners have a responsibility to do so.

Keith E. Galliner, Esq.
Sekera Rebuttal report
May 30, 2019
Page Two

On Page 16 of the report, Mr. Hayes makes reference to the Burnfield and Powers study relating to the probability of slips and falls in relation to an established COF.

The Burnfield and Powers study was performed in a laboratory setting with individuals wearing full-body harnesses and tethered to an overhead structure to prevent them from falling when they 'slip'. The participants were aware that they would be subjected to various COF levels and that at some point, would 'indeed slip'. The published results of that study clearly indicates that if you are walking in a laboratory on a pre-selected walking surface, with specific footwear, you will slip at a determined COF level.

The overwhelming majority of slips and falls do not occur in laboratories under such controlled conditions -- they occur in the real-world arena of a multitude of walking surfaces in varying conditions with a wide-ranging assortment of footwear.

Within the same page, Mr. Hayes states: "With respect to the role of slip resistance in the initiation of Ms. Sekera's fall, as noted above, the BOT-3000E (BOT) is supported by both national and international standards and widely-used worldwide. While the English XL Variable Incidence Tribometer (XL) is no longer supported by such standards, it continues to be used in the United States."

Mr. Hayes fails to reference exactly which 'national and international standards' he is referencing in relation to the BOT-3000E. It should also be noted that the BOT measures dynamic coefficient of friction and not static coefficient of friction.

Mr. Hayes is wrong with his statement regarding the English XL Tribometer not being supported by national and international standards.

The English XL Tribometer was validated by the publication of the American Society for Testing and Materials Standard: 'ASTM F2508-11'. Additionally, the English XL Tribometer is the instrument of choice for the United States Army, Navy and Air Force in addition to the National Aeronautics and Space Administration (NASA) along with a multitude of national and international corporations.

On Page 17 of the report, Mr. Hayes states in reference to the 0.50 slip resistance standard: "There are, of course, no 'accepted national standards' or requirements for safe and slip resistant walking surfaces."

The 0.50 slip resistance level for a safe and slip resistant walking surface is referenced within the ANSI A1264.2-2001 national Standard as well as the Underwriters Laboratory (UL) national Standard, and by the National Safety Council (NSC). All are 'national standards' and all have established the 0.50 threshold for a slip resistant walking surface.

Mr. Hayes conveniently fails to address the seminal study to determine the appropriate level of COF for a safe and slip resistant walking surface. That study is the 1983 'University of Michigan Work Surface

Keith E. Galliher, Esq.
Sekera Rebuttal report
May 30, 2019
Page Three

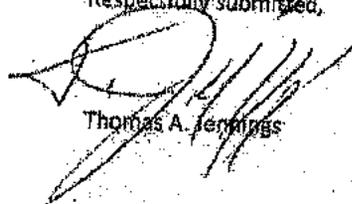
Friction: Definitions, Laboratory and Field measurements and a Comprehensive Bibliography' by James M. Miller, Don B. Chaffin and Robert O. Andres. Within the conclusions of that extensive study is the following:

"The most common recommended COF by standards organizations and by individual authors is 0.5. This value seems reasonable since it allows a small margin of safety over and above the 0.4 COF which was often cited as needed for walking."

From all materials reviewed, it is abundantly clear that the primary causal factor for Ms. Sekera's slip and fall event was the spilled liquid onto the marble walking surface which reduced the slip resistance level of the walking surface to a slippery and unsafe walking surface.

It should also be noted that the Venetian Hotel-Casino has experienced 196 slip and fall events between January 1, 2012 to August 5, 2016 with the majority of those events occurring on the marble flooring within the same approximate area as plaintiff's slip and fall. This level of activity would certainly indicate a 'frequency' issue that should have been addressed by the Venetian Hotel-Casino at some point.

Respectfully submitted,



Thomas A. Jennings

TAJ/gw

EXHIBIT “I”

Deposition of:

Thomas A. Jennings

Case:

Joyce Sekera v. Venetian Casino Resort, LLC, d/b/a The Venetian Las Vegas, et al.
A-18-772761-C

Date:

07/02/2019



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1 dynamic coefficient of friction that's been -- they make
2 reference to a 2014 --

3 A. Yes. I have seen multiple articles like that,
4 but, again, that presumes that someone is sliding across
5 the floor and then proceeds to slip. No relation to
6 static friction.

7 Q. Okay. All right. Let's go to the last page of
8 your May 30th, 2019, report. Look at the last
9 paragraph.

10 A. Yes, sir.

11 Q. It reads, "It should also be noted that the
12 Venetian Hotel Casino has experienced 196 slip-and-fall
13 events between January 1st, 2012, to August 5th, 2016,
14 with the majority of those events occurring on the
15 marble flooring within the same approximate area as
16 plaintiff's slip-and-fall."

17 Did I read that correctly?

18 A. You did.

19 Q. What information are you drawing from?

20 A. I'm drawing from -- and this is post-December
21 report. And everything that I base my initial opinions
22 and conclusions are based on the materials sent to me at
23 that time.

24 When I prepared this report, I was provided by
25 Mr. Galliher's office a spreadsheet, a run sheet of

1 slip-and-fall events within that referenced time period
2 at that same approximate area as Plaintiff's
3 slip-and-fall.

4 Q. Did you bring that with you today?

5 A. I don't believe so. It was sent to me via an
6 e-mail.

7 Q. Okay. If you relied on that, why didn't you
8 make reference to that document, that information at the
9 outset of your report of May 30th, 2019?

10 A. Just seemed the appropriate place to put it was
11 at the end of the report.

12 Q. I mean, this is a rebuttal report.

13 A. Yes.

14 Q. And so as a rebuttal report, it is intended to
15 rebut, as you're understanding --

16 A. Yes.

17 Q. -- opinions provided by Dr. Hayes; correct?

18 A. Yes.

19 Q. This information of 196 slip-and-fall events
20 was not provided in Dr. Hayes' initial report; correct?
21 That's not where you got the information?

22 A. Correct. That is true.

23 Q. This is additional information that you
24 received from Mr. Galliher; correct?

25 A. Yes, sir.

1 Q. You didn't look at the actual reports, you just
2 saw a spreadsheet?

3 A. Correct.

4 Q. Is that a spreadsheet that you can produce?
5 You can produce it, right, after this deposition today?

6 A. If it has not auto-erased itself, yes, sir, I
7 can do that.

8 Q. Okay. I'm going to ask you to do that --

9 A. Okay.

10 Q. -- since it's referenced in your report.

11 A. Sure.

12 Q. You make the comment here, "same approximate
13 area."

14 A. Yes, sir.

15 Q. What are you talking about? What area? Is it
16 the whole property or is it just in the Grand Lux
17 rotunda? Where is it?

18 A. Within the Grand Lux area, based on what I
19 reviewed in the details of each recorded incident.

20 Q. So you're -- I'm sorry. You say, "The details
21 of each recorded incident."

22 Tell me what the spreadsheet looks like.

23 A. Well, a spreadsheet is a typical spreadsheet.
24 It starts at a certain date and month, year. It
25 specifies a location. It shows a slip-and-fall and it

1 just continues on like that within that same general
2 location. That's how it was arranged as a spreadsheet.

3 Q. Okay. So did it identify people by name?

4 A. That, I don't recall. I think it was more
5 event oriented, but it could have.

6 Q. Would it have included Lobby 1, Lobby 2, Lobby
7 3, that kind of information?

8 A. Yes, sir, I believe it did.

9 Q. Would it have included areas like the Grand
10 Hall, the front desk, the porte-cochère?

11 A. No. It was simply addressed to the marble
12 flooring, and as I recall, the vast majority were in the
13 same general areas as Plaintiff's fall. I would have to
14 pull the spreadsheet out to refresh my memory.

15 Q. Would you consider the Carol Smith fall to be
16 in the same general area as Plaintiff's fall?

17 A. Yes, sir.

18 Q. So in your opinion, at least, based on your
19 testimony, so I understand, when you say "same
20 approximate area," the area where Carol Smith fell would
21 be within this Grand Lux rotunda area?

22 A. Yes, sir.

23 Q. Okay. So you're saying, then, as I understand
24 it, you received information from Mr. Galliher that
25 there were 196 slip-and-fall events between January 1st,

1 2012, and August 5th, 2016, occurring in the vicinity of
2 the Grand Lux rotunda?

3 A. Essentially that's correct, yes, sir.

4 Q. Okay. So I'm clear, do you know where the
5 Grand Hall is, the entryway to the property?

6 A. To the property, yes, sir.

7 Q. So when you enter the property, there's a
8 fountain, there's the front desk --

9 A. Yes, sir.

10 Q. -- there's a concierge desk to the right, and
11 then if you go to the left as you enter, there's a huge
12 grand hall with paintings on the ceiling.

13 A. There is, sir.

14 Q. Right?

15 A. Yep.

16 Q. All right. So when you say "same approximate
17 area," if there were slip-and-falls there, they would be
18 separate from the 196 slip-and-falls.

19 Would that be right?

20 A. I believe that's accurate.

21 Q. And if somebody slipped and fell somewhere in
22 the front desk area, that would not be part of this
23 196 --

24 A. I believe --

25 Q. -- number?

1 A. I believe that's accurate, yes, sir.

2 Q. And if somebody slipped and fell at the Palazzo
3 on a marble floor, that's not part of the 196?

4 A. That would be correct.

5 Q. And if somebody slipped and fell at a
6 convention area on a marble floor, that would not be
7 part of the 196?

8 A. As I recall. I'm going back on memory reading
9 line after line. I believe that would be correct.

10 Q. Okay. Did you ask Mr. Galliher where he got
11 this information?

12 A. No, sir. He said it was just provided to him
13 under discovery and that was it.

14 Q. Okay. Are they numbered 1 through 96?

15 A. No. They're by date. I think I testified to
16 that to start with. You have to start out with the date
17 and then work your way out.

18 Q. Did you count them?

19 A. Yes, I did.

20 Q. Okay. So this is something you counted?

21 A. Yes, sir.

22 Q. All right. And did you see -- did you notice
23 that all of these 196 slip-and-fall events, did they
24 occur due to foreign substances on the floor?

25 A. Mostly that was the case, yes, sir. As I

1 recall, they were all due to liquid contaminants.

2 Q. Okay. No trip-and-falls, nobody fainting, no
3 drunks, you know, swaying and falling to the floor that
4 you can recall?

5 A. No, sir.

6 Q. And that's something that if you still have it,
7 you will produce?

8 A. Yes, sir.

9 Q. When is the last time that you looked at that?

10 A. It would have been about a month ago prior to
11 preparing the rebuttal report.

12 Q. All right. So you would have received it,
13 what, about five to six weeks ago?

14 A. That's fair.

15 Q. Okay. Why would you think it would be erased?

16 A. Well, I have an auto-erase on my computer that
17 after a certain period of time, the e-mails are
18 discarded.

19 Q. What's it set for?

20 A. Usually 30 days.

21 Q. Okay. Is there any other information that
22 Mr. Galliher's provided you with that you think may have
23 been erased by your auto-erase?

24 A. No, sir.

25 Q. Is there any other information that you've been

EXHIBIT “J”

Deena Mooney

From: Deena Mooney
Sent: Friday, May 31, 2019 1:02 PM
To: 'Thomas Jennings'
Subject: RE: Sekera
Attachments: summary of falls ours and peters and georges in date order.docx

Deena P. Mooney, Paralegal to
Keith E. Gallher, Jr., Esq.
The Gallher Law Firm
1850 E. Sahara Avenue, Ste. 107
Las Vegas, Nevada 89104
(T) 702-735-0049
(F) 702-735-0204
E-mail: dmooney@gallherlawfirm.com

From: Thomas Jennings [mailto:calnevsafety@hotmail.com]
Sent: Friday, May 31, 2019 11:20 AM
To: Deena Mooney
Subject: Re: Sekera

Thank you Deena!

From: Deena Mooney <dmooney@gallherlawfirm.com>
Sent: Friday, May 31, 2019 11:18 AM
To: Thomas Jennings
Subject: RE: Sekera

Thanks I will have him call you Thursday at 9:30 a.m.

Deena P. Mooney, Paralegal to
Keith E. Gallher, Jr., Esq.
The Gallher Law Firm
1850 E. Sahara Avenue, Ste. 107
Las Vegas, Nevada 89104
(T) 702-735-0049
(F) 702-735-0204
E-mail: dmooney@gallherlawfirm.com

From: Thomas Jennings [mailto:calnevsafety@hotmail.com]
Sent: Thursday, May 30, 2019 4:12 PM
To: Deena Mooney
Subject: Re: Sekera

That will work

SEKERA FALLS

Our reports are in black

Peters reports are in red

Georges Reports are in Green

Yellow highlighted reports are the ones that our office and peters office has

	DATE	TIME	REPORT	LOCATION	COMMENTS	SECURITY
1.	1-19-12	4:40		Grand Lux Café	Slipped and fell in 2 nd high heels	
2.	1-19-12	11:58		Main Entrance	PAD cleaning floor, female was walking through marble area. slipped and fell into maple syrup	
3.	1-31-12	9:00		Lobby 1	Slip and fall in unknown liquid	
4.	4-6-12	11:42		Grand Lux Café	Slipped and fell on water	
5.	4-15-12	12:07 a.m.		Main Marble	Slip and fall. Floor was wet and slippery	
6.	4-28-12	5:20		Lobby 1	Flip and fall on unknown liquid	
7.	5-28-12	9:30		Lobby 1	Slip and fall unknown red substance (guest called in tomato sauce)	
8.	6-3-12	4:18		Food court	Slipped and fell. Unknown liquid on ground with glass in the liquid	
9.	6-4-12	8:30		Lobby 1	Slipped and fell on unknown liquid	
10.	6-14-12	6:44		Grand Hall	Slipped and fell on wet spot on marble floor	
11.	6-27-12	3:25		Lobby 1	Large puddle of water in front of Bouchoon bakery slip and fall	
12.	7-6-12	6:08		Mail valet	Slipped and fell. Small	

13.	7-7-12	11:28				puddle of liquid on marble	
14.	7-19-12	8:19			Food court	Slip and fall in large amount of water	
15.	7-20-12	11:19			Sports bar	Entering casino from breezeway entrance. slipped and fell on a puddle of liquid on the marble walk way	
16.	7-22-12	2:22			Venetian front office	Walking down Grand hallway and slipped in puddle of fluid	
17.	7-29-12	11:00			Grand Lux escalators	Marble area in front of Grand Lux Cafe guest seated on floor with a puddle of water on the floor around her	
18.	7-29-12	10:00			Mall Valet	Slipped and fell walking toward the mall valet	
19.	7-30-12	9:48			Pinot restaurant	Slipped and fell on unknown liquid on marble while walking through "restaurant row"	
20.	8-3-12	2:49			Venezia tower 540	Guest was walking to the venetian tower between pool entrance and Bouchon entrance when he slipped on water on the floor	
21.	8-3-12	5:56			Food court	Wet floor signs present and chains posted but floor not wet at that time. Guest stated on incident form that the event was her fault	
					Food court	Slipped and fell. 10 feet away another female	

22.	8-4-12	6:00	Grand Hall	sitting on floor in same area. Second female stated she slipped and fell on a large wet spill	Event occurred the night before. Incident happened in the Grand hallway near DaVinci exhibit. Wet spot on marble floor
23.	8-5-12	1:39	Lobby J	Mid-rise guest elevator lobby, large wet spill noted, presumed to be water.	
24.	8-13-12	10:59	Venetian front desk	Slipped and fell on a wet spill on marble	
25.	8-24-12	11:34	Security podium	Fell in liquid in front of Pinot Brasserie	
26.	9-11-12	2:30	Venetian tower	Guest stated she was getting into elevator in the low rise elevator lobby and slipped in water and fell	
27.	9-27-12	3:26	Tao Balcony	Slip and fall. Large amount of liquid on marble floor with no wet floor sign	
28.	10-11-12	9:14	1 breezeway	Sip and fall on marble floor. Guest said that there was a caution sign and a carpet in the incident area	
29.	10-13-12	5:56	Front of high limit salon	Slip and fall on clear liquid on marble	
30.	10-16-12	1:32	Breezeway near venetian sports book	Slip and fall puddle of clear liquid	
31.	10-25-12	10:00	Grand Lux	Slip and fall on smeared	

32.	12-8-12	3:22		Café	food on the marble floor	
33.	12-26-12	10:08		Grand Hall Lobby 1	Slip and fall on wet spot Slipped and fell on wet area of marble floor	
34.	2-26-13	11:11		Grand Hallway	Slipped on large puddle of clear oily fluid	
35.	3-4-13	2:46 a.m.		Breezeway	Fell several times on the wet floor. The marble and asphalt floors near these doors were wet due to being recently power washed by the exterior cleaning team	
36.	3-8-13	10:49 p.m.		Lobby 1	Slipped on a blue liquid on floor and fell	
37.	3-26-13	9:31 p.m.		Main marble	Slipped on liquid but did not fall	
38.	4-13-13	11:43		Casino floor near Bellini Bar	Slipped on liquid on floor and fell	
39.	5-11-13	3:35		Venetian Front Desk	Slipped and fell near the fountain	
40.	5-15-13	6:20		Food court	Slipped and fell in melted ice cream on marble floor in front of the lime ice bar	
41.	5-16-13	1:58		Lobby 1	Slipped and fell in liquid on floor that appeared to be beer	
42.	5-17-13	11:18		South service bar	Slipped and fell in a large puddle of liquid on marble floor	
43.	5-19-13	2:51 a.m.		Grand hall lobby	Slipped and fell in a puddle of water on marble floor	
44.	5-22-13	3:07 p.m.		Fountain in main lobby	Guests reported that earlier at 2:30 a.m. that morning they were	

52.	6-26-13	4:0 p.m.		Great hall	Security department reached out to a guest regarding a tweet she had posted regarding her slipping on water in the great hall at the venetian. Guest stated she slipped and fell on 6/24/13 and repoted it to front desk. Guest refused because she was in a hurry to get to the airport	
53.	6-30-13	10:49 a.m.		Casino and food court	Slipped and fell on the marble floor. Water on floor	
54.	6-30-13	11:28 a.m.		Pit 10 towards Grand Lux Café	Slipped and fell in puddle of water	
55.	7-12-13	8:15 p.m.		Pit and pit 4	Slipped and fell on a puddle of liquid on marble walkway	
56.	7-20-13	4:34 p.m.		Entrance to Guggenheim Museum	Slipped and fell on some liquid on the marble floor	
57.	7-27-13	8:10 p.m.		Candy Apple and Brownie stall in front of the Grand Lux Café	Slipped and fell on some water	
58.	7-28-13	8:05 p.m.		North entrance near fountain	Slipped and fell on the wet floor	
59.	8-1-13	11:15 a.m.		Grand hall	Slipped and fell in large puddle of water while walking towards the fountain the grand hall	

60.	8-3-13	3:32 p.m.		Lobby 1	Slipped and fell in a puddle of clear liquid on the marble floor	
61.	8-16-13	11:47 p.m.		Front desk globe area	Slipped on wet spot on the marble floor	
62.	8-20-13	3:20		Restaurant row	Slipped and fell on liquid on the marble floor	
63.	8-24-13	1:05 p.m.		Grand Colonnade	Guest reported that earlier that same morning at approximately 11:30 a.m. slipped and fell on some red colored liquid	
64.	8-28-13	9:22 p.m.		Delmonico's Steakhouse	Guest slipped and fell on the wet marble floor in front of Delmonico's Steakhouse	
65.	9-16-13	8:40 p.m.		Venetian Main Entrance	Slipped on the marble tile	
66.	10-6-13	7:30		Rock of Ages Theater	Guest slipped and fell on an unknown substance on the marble floor	
67.	10-6-13	9:27 p.m.		Noodle Asia	Slipped and fell on a wet spot on the marble floor	
68.	10-18-13	10:56 p.m.		Casino floor Food Court	Slipped and fell on clear liquid on the marble floor. Pieces of broken glass in the liquid	
69.	10-19-13	6:33 p.m.		Front desk area	Guest slipped and fell on an unknown liquid on the marble floor	
70.	10-25-13	4:21 p.m.		Near poker room	Slipped and fell on clear liquid on the marble floor	
71.	11-1-13	1:21 a.m.		Main marble	Guest slipped and fell	

72.	11-7-13	7:54 a.m.			Grand Lux Café	on the main marble area. Guest was noted as being intoxicated	
73.	11-24-13	5:27 a.m.	1311V-5502		Grand Luxe Café	Slipped and fell on the marble floor in the front of Grand Lux Café earlier that morning at approximately 6:00 a.m.	Mary Ros Eve Gizebach Ryan Meyer J. Lopez report writer
74.	11-24-13	1:54 p.m.	1311V-5588		Grand Hall	Slipped in apple cider given out by elves who are employees	Devon O'Brien manager Christopher Mosier asst. security manager G. Rescigno report writer David Magnism
75.	12-27-13	3:07 p.m.			WOW fountain feature	Slipped and fell on a wet area on the marble floor next to the WOW fountain feature	
76.	1-26-14	12:28 a.m.	1401V-5339		Lobby 1	Water on marble	Conie Klaver Joe Barrett facilities senior watch L. Sivrais report writer Joe Barrett
77.	5-2-14	4:42 p.m.	1405V-0423		Grand Hall LV	Water on marble	Manny Arguello R. Marquez report writer David Boyko
78.	5-3-14	3:36 p.m.	1405V-0687		Grand Hall	Wet marble	Thomas Harris security officer Gary Rescigno security EMT T. McFate report writer Derek Santillan facilities
79.	5-3-14	4:47 p.m.	1405V-0704		Lobby 1	Water on marble	Christopher Daniels Derek Santillan
80.	5-24-14	9:49 p.m.	1405V-5900		Lobby 1	Wet marble	Karen Sidhoo front desk manager Tim Alyonells security shift manager T. Morgan report writer Sean Pemberton
81.	6-28-14	2:10 p.m.	1406V-66937		Grand Luxe	Wet marble	Connie Kulver

82.	7-5-14	6:05 p.m.	1407V-1121	Café	Lobby 1	Liquid stated he had fallen yesterday see report 1407V-0807 (missing this report)	Nicholas Coronado Andres Florentino J. Lopez report writer John Burnett security officer Brittany Peck front desk manager Sean Pemberton engineer L. Sivras report writer
83.	7-10-14	1:25 PM	1407V-2272	Grand Luxe	Grand Luxe	Water on floor	J. Larson report writer T. Mofate EMT/SO Merrick Anderson Facilities Eng. Sang Han front desk manager E. Gízelback report writer
84.	7-10-14	12:30 a.m.	1407V-2142	Grand Hall	Grand Hall	Drink on floor Prior to victim slipping group of unknown males with "yard" like drink spilled on floor Liquid	Jacob Johnson Asst. Sec. Manager Brittany Peck Front desk manager Taylor McFate, EMT S. O. G. Rescigno Report writer
85.	7-13-14	8:02 a.m.	1407V-3054	Lobby 1	Lobby 1	Liquid marble	Jacob Johnson asst. security manager Brittany Peck front desk manager Tyler McFate EMT security G. Rescigno report writer
86.	7-13-14	8:02 a.m.	1407V-3057	Lobby 1	Lobby 1	Liquid marble	Jacob Johnson asst. security manager Brittany Peck front desk manager Tyler McFate EMT security G. Rescigno report writer
87.	7-18-14	7:14 p.m.	1407V-4386	Venetian front desk	Venetian front desk	Fall happened at 6:00 p.m. victim stated there was a guy there said his buddy dropped his bottle of alcohol and left it there	Tim Avoncellos security shift manager Conie Kliver front desk manager KT. Morgan report writer
88.	7-25-14	5:31 p.m.	1407V-6125	Lobby 1	Lobby 1	Wet marble	Amy McCaslin front desk manager Kyle Donaldson Asst. security manager T. Morgan report writer
89.	7-25-14	7:59	1407V-6151	Grand Hall	Grand Hall	Liquid Victim Luz Gamino (unredacted)	Allen Backman facilities L. Sivras report writer
90.	7-29-14	2:47 p.m.	1407V-6161	Lobby 1	Lobby 1	Liquid	Thomas Lambert front desk manager Christopher Meiser Asst. Sec. Mgr

91.	7-29-14	2:47 p.m.	1407V-7161	Lobby 1	Slipped	Sean Pemberton, Eng. G. Rescigno Report writer Chris Malcolm S.O. Thomas Lambert front desk manager Christopher Mosier asst. security manager Sean Pemberton engineer G. Rescigno Chris Malcolm security officer
92.	7-30-14	9:55 a.m.	1407V-7375	Lobby 1	Water fluid was spilled by unknown male at 9:48	Mary Rosk front desk manager Joseph Florio security officer Joseph Larson EMT security officer T. McFate report writer Abimael Suarez internal maintenance PAD
93.	8-4-14	4:31 a.m.	1408V-0843	Lobby 1	Tripped over own feet	Mary Ros front desk manager John Ballesteros facilities team member E. Gizelbach report writer
94.	8-5-14	5:08 a.m.	1408V-1088	Lobby 1	Tripped over own feet Marc Fessel engineer no defects but a wet floor	Mary Ros front desk manager Garry Lee security officer E. Gizelbach report writer
95.	8-28-14	10:30 p.m.	1408V-104	Venician Tower	Fall reported next morning. Fall occurred near bathroom by Grand Luxe Water	Mary Ros, Front Desk Monte McAnulty Facilities J. Larson, Report Writer 1/7/15
96.	8-28-14	10:30 p.m.	1408V-104	11 Venician Tower 121	Fall reported next morning. Fall occurred near bathrooms by Grand Luxe Water	Mary Ros front desk manager Monte McAnulty facilities J. Larson report writer
97.	8-28-14	2:56 p.m.	1408V-7791	Lobby 1	Large water spill	Jacob Johnson Asst. Sec. Mgr Archie Bakon, S.O. G. Rescigno, report writer Derek Santillon, Facilities
98.	8-28-14	2:43 p.m.	1408V-7791	Lobby 1	Large water spill	Jacob Johnson asst. security manager Archie Bakon security officer G. Rescigno report writer Derek Santillon facilities
99.	9-13-14	3:17 p.m.	1409V2807	Grand Hall	Slipped due to water or	Jacob Johnson asst. security manager

100.	9-15-14	5:29 a.m.	1409V-3261	Lobby 1	drink spill that another guest caused. Tyler Corbely had notified security earlier about his stand by due to this fluid spill	Tyler Corbely field training officer G. Rescigno report writer
101.	9-30-14	1:30	1409V-6750	Grand Hall	3 piles of feces slip and fall	Nicholas Coronado Mary Ros Hinkle Z. Hakim report writer Rosa Estela facilities
102.	10-11-14	2:08 a.m.	1410V-2293	Lobby 1	Slip and fall on marble, "I slipped on something spilled on marble" pictures of liquid looks like milk	George Valley security manager Jonathan Derleth front desk manager John Wells security officer Z. Hakim report writer James Guernick security officer
103.	12-23-14	5:24 p.m.	1412V-4685	Lobby 1	Tripped over feet	Nachely front desk manager Zachary Hakim EMT security E. Gizebach report writer Rudy Conception facilities engineer
104.	1-17-15	11:49 p.m.	1501V-3857	Venetian Front Office	Liquid Ashay Shah minor (not redacted) Jignesh Shah father	Sang Han hotel manager Tim Avonellos security shift manager L. Sivrains report writer Derek Sentilian facilities
105.	1-17-15	11:49 p.m.	1501V-3857	Venetian front office	Liquid	Nicholas Coronado asst. mgr Jonathan Derleth front desk manager Jose Lopez EMT Sec Z. Hakim Report Writer Theodore Bash facilities
106.	1-17-15	11:49 p.m.		Venetian Front Office	Fell on liquid	Nicholas Coronado asst. manager Jonathan Derleth front desk manager Jose Lopez EMT security Z. Hakim report writer Theodore Bash facilities
107.	1-31-15	2:53 p.m.	1501V-6887	Lobby 1	Water "there appeared to be water all over	Tim Avonellos security shift manager Thomas Lambert front desk manager

108.	1-31-15	2:53 p.m.					immediate area"	L. Dozier report writer
109.	2-9-15	1:27 p.m.	1502V-1803	Lobby 1	Lobby 1		Slip and fall on water liquid	Eric Weinberg security officer Rudy Conception senior watch Eve Gizelbach report writer
110.	2-9-15		1502V-1803	Lobby 1	Lobby 1		Liquid	Eric Weinberg, S.O. Rudy Conception, Senior Watch E. Gizelbach Report writer
111.	2-9-15	1:37		Lobby 1	Lobby 1		Slipped and fell on unknown liquid	
112.	2-9-15	1:28 p.m.	1502V-1803	Lobby 1	Lobby 1		Liquid Slipped on spilled beverage	Jacob Johnson Asst. Sec. Mngt Brittany Peck, Front Desk L. Dozier, Report writer
113.	2-20-15	1:28 p.m.	1502V-1803	Lobby 1	Lobby 1		Liquid Slipped on spilled beverage	Jacob Johnson asst. security manager Brittany Peck front desk manager L. Dozier report writer
114.	2-20-15	1:28 p.m.		Lobby 1	Lobby 1		Slipped but did not fall on liquid	
115.	3-8-15	8:45 a.m.	1503V-1561	Grand Hall	Grand Hall		Slip. "I observed a wet sticky spot on marble floor"	Melissa Perry front desk manager Bryan Greenfield facilities E. Gizelbach report writer
116.	3-8-15	8:45		Grand Hall	Grand Hall		Slipped and fell on wet spot	
117.	3-23-15	3:18 a.m.	1503V-5040	Lobby 1	Lobby 1		Slip. "appeared to have red sauce or grease on marble" previous injury under report #1503V-5119 (we don't have report) stated she had been injured earlier that morning at 3:00 a.m. when she slipped and fell in pasta sauce	Nathan Beyers front desk manager Gary Lee security officer E. Gizelbach report writer James Stoyer facilities engineer
118.	3-23-15	3:18		Lobby 1	Lobby 1		Slipped and fell in front of Juice Farm. Flooring had red sauce and grease	
119.	4-20-15	7:00 p.m.		Lobby 1	Lobby 1		Slipped and fell due to a metal strip that connects	WE DON'T HAVE THIS ONE

120	4-24-15	5:30 a.m.	604V-5396	Grand Hall		the marble tile surface to the wood surface Slip Broken bottle of alcohol	Sang Han front desk manager Melissa Perry front desk manager Lynn Sivrais EMT Security G. Rescigno report writer Rodolfo Stoino
121	4-24-15	5:30 a.m.	1505V-7506	Grand Hall		Broken Bottle of Alcohol	Sang Han, Front Desk Mnggr Melissa Perry Front Desk Mnggr Lynn Sivrais, EMT S.O. V-5319G, Rescigno Report writer Rodolfo Stoino
122	4-24-15	3:25 p.m.		Grand Hall		Slipped and fell on broken bottle of alcohol	
123	5-3-15	1:08 p.m.	1505V-0844	Grand Hall		Slip, "small puddles of what appeared to be a clear liquid"	Jacob Johnson asst. security manager Tyler Corbailey field training officer G. Rescigno report writer
124	5-3-15	1:08 p.m.		Grand Hall		Slipped on marble floor in front of fountain	
125	5-22-15	4:30 a.m.	1505V-5319	Lobby 1		Water on floor	Thomas Lambert front desk Tony Bersano Asst. Sec. Mnggr Crystal Clanton S.O. J. Lopez Report writer Jeffrey Dumiloo, S.O.
126	5-22-15	4:43 a.m.	1505V-5319	Lobby 1		Water on floor	Thomas Lambert front desk manager Tony Bersano asst. security manager Crystal Clanton security officer J. Lopez report writer Jeffrey Dumiloo security officer
127	5-22-15	4:43		Lobby 1		Slipped and fell on wet surface	
128	5-29-15	7:36 a.m.	1505V-7253	Lobby 1		Slip	Christopher Moiler asst. security manager Francesca Comeli front desk manager G. Rescigno report writer Steve Hansen facilities
129	5-29-15	7:56		Lobby 1		Slipped and fell on spilled coffee	
130	5-30-15	4:55 p.m.	1505V-7506	Lobby 1		Spill Water	Tony Bersano, Asst. Sec. Mnggr.

131.	5-30-15	4:35	1506V-7480	Lobby 1	Slip water	Thomas Lambert front desk manager Michael Perez, S.O. D. Davila Report writer Heather Kaufmann, S.O. Zachary Hakim, EMT S.O. Anthony Bersano, asst. security manager Thomas Lambert front desk manager Zachary Hakim security officer EMT Michael Perez security officer Heather Kaufmann security officer S. Davila report writer John Ballesteros facilities
132.	5-30-15	4:35		Lobby 1	Slipped and fell on water	
133.	6-12-15	12:51 p.m.	1506V-7480	Lobby 1	Liquid	Antonio Lopez David Magnuson A. Lopez report writer
134.	6-12-15	12:51 p.m.	1506V-2824	Lobby 1	Wet floor, someone foot traffic I asked two males to stand by spill. The spill was small comprised of droplets of what seemed to be water stretching about a foot and a half in a straight line on the tile.	Antonio Lopez security officer David Magnuson A. Lopez report writer
135.	6-12-15	12:51		Lobby 1	Slipped and fell on liquid on floor	
136.	6-30-15	11:58 a.m.	1506V-7480	Lobby 1	Slip and fall small pool of clear liquid on marble flooring nearby.	Mary Ros front desk manager Gary Rescigno Security/EMT John Wells Security Officer J. Larson Report writer
137.	6-30-15	11:58 a.m.	1506V-7480	Lobby 1	Slip and fall small pool of clear liquid on marble flooring nearby.	Mary Ros front desk manager Gary Rescigno security EMT John Wells security officer J. Larson report writer Bryan Greenfield facilities
138.	6-30-15	11:38		Lobby 1	Slipped and fell on fluid	

139.	7-5-15	12:40 p.m.	1507V-5121	6 Venezia Tower 417 Lobby 4	Slip and fall on water	Jacob Johnson Asst. Security manager K. Enamiste facilities G. Rescigno Report writer
140.	7-5-15	12:40 p.m.	1507V-5126	6 Venezia Tower 417 Lobby 4	Slip and fall on water	Jacob Johnson asst. security manager Keanan Meste facilities G. Rescigno report writer
141.	7-5-15	12:40		Lobby 4	Slipped and fell on water	
142.	7-19-15	1:47 a.m.	1507V-5024	Grand Hall	Slip and fall	Nicholas Coronado asst. manager S Tevan security L. Lopez report writer Brian Corpas security officer
143.	7-19-15	1:47		Grand Hall	Slipped and fell on water	
144.	7-19-15	8:18 a.m.	1507V-5121	6 Venezia Tower 417 Lobby 1	Slip and fall. Liquid on floor at approximately 7:05	Melissa Perry Front desk manager Jacob Johnson Asst. Security manager L. Dozier report writer Jeffrey Dumlhoo security officer Richard Heleman
145.	7-20-15	8:18 a.m.	1507V-5121	6 Venezia Tower 129 Lobby 1	Slip and fall. Liquid on floor at approximately 7:05	Melissa Perry Front desk manager Jacob Johnson asst. security manager L. Dozier report writer Jeffrey Dumlhoo security officer Richard Heleman
146.	7-19-15	8:18		Midrise elevator near Lobby 1	Slipped and fell due to liquid	
147.	7-20-15	5:36 a.m.	1507V-5392	Main entrance	Slip and fall. Sofia Lovgren victim (unredacted) Swedish passport	Julianne Edward front desk manager Nicholas Coronado asst. manager James Stoyer facilities J. Burnett report writer Eric Wenneberg security officer
148.	7-20-15	5:36		Main entrance	Slipped and fell	
149.	8-2-15	10:48 a.m.	1508V-0357	Lobby 1	Slip and fall. Puddle of water on floor	Conie Klayer M. Criddle report writer
150.	8-2-15	10:48		Lobby 1	Slip and fall coming out	

151.	8-8-15	1:30			Grand Hall	of the Venetian Gift Shop. Security saw puddle of water slipped and fell unknown liquid	Jacob Johnson asst. security manager Jonathan Derleth front desk manager L. Dozier report writer Glen Helman facilities
152.	8-8-15	1:30 p.m.	1508V-1866		Grand Hall	Slip and fall	Jacob Johnson Asst. Security Manager Brittany Peck Front desk manager Allan Hill security officer G. Rescigno report writer
153.	8-8-15	2:00 p.m.	1508V-1869		Lobby I	Slip and fall Upon contacting surveillance I was advised an unknown guest had dropped a bucket	Jacob Johnson asst. security manager Brittany Peck front desk manager Allan Hill security officer G. Rescigno report writer
154.	8-8-15	2:00 p.m.	1508V-1869		Lobby I	Slip and fall Upon contacting surveillance I was advised an unknown guest had dropped a bucket	Jacob Johnson asst. security manager Brittany Peck front desk manager Allan Hill security officer G. Rescigno report writer
155.	8-8-15	2:00			Lobby I	Slip and fall puddle of water. Several warning signs around area of fall. Unknown guest dropped a bucket in area	
156.	8-14-15	1:40 a.m.	1508V2554		17 Palazzo Tower 141	Slip and fall on water Susan hammonds (unredacted)	Michael Perez security officer Eddie Hoang security manager Mathan Byers facilities Marc Fesel facilities
157.	8-14-15	1:40			Hallway by Grand Lobby	Slipped on some water	
158.	8-29-15	1:40	1508V-7246		Lobby I	Slip and fall clear liquid "significant pool of water"	Tim Alvenellos security shift manager Thomas Lambert front desk manager D. Cabada report writer Marc Fesel facilities Joseph De Jesus security/EMV
159.	8-29-15	1:40	1508V-7246		Lobby I	Slip and fall clear liquid "significant pool of water"	Tim Alvenellos security shift manager Thomas Lambert front desk manager

160.	8-29-15	11:34					water	D. Cabada report writer Marc Fesel facilities Joseph De Jesus security officer EMT
161.	9-6-15	6:59 p.m.	1509V-1497	Lobby 1			Slipped on clear liquid Slip and fall wet floor Spilled drink on floor	Tim Alvonellos security shift manager Nachely Martinez front desk manager J. De Jesus report writer Catherine Carlson security officer
162.	9-6-15	6:59 p.m.	1509V-1497	Lobby 1			Slip and fall wet floor Spilled drink on floor	Tim Alvonellos security shift manager Nachely Martinez front desk manager Joseph De Jesus report writer Catherine Carlson security officer Derek Santillan facilities
163.	9-6-15	6:39		Lobby 1			Slipped and fell while existing the Venetian tower elevator. Spilled drink of floor	
164.	9-13-15	11:26 p.m.	1509V-3312	Grand Hall			Slip and fall red liquid	Matthew Kaufman security manager Thomas Lambert front desk manager D. Cabada report writer Jose Lopez security officer Peter Guagiardo facilities
165.	9-13-15	11:26		Grand Hall			Slipped and fell on red liquid substance	
166.	12-27-15	3:32 p.m.	1512V-5875	Lobby 1			Slip and fall clear liquid	Thomas Lambert front desk manager Tim Alvonellos security shift manager D. Cabada report writer Shane Navara facilities
167.	12-27-15	3:32		Lobby 1			Slipped on clear liquid	
168.	2-20-16	2:56 p.m.	1602V-4290	1 Guest services podium			Slip and fall occurred in the day at 11:45-12:05 very wet floor	Jacob Johnson asst. Security manager Devon O'Brien G. Rescigno report writer
169.	2-20-16	2:56 p.m.	1602V-4290	Guest services podium			Slip and fall. Fell earlier in the day at 11:45-12:05 "very wet floor"	Jacob Johnson asst. Security manager Devon O'Brien G. Rescigno report writer
170.	2-20-16	2:56		Lobby 1			Guest slipped earlier in day. Liquid on floor	
171.	2-20-16	2:56 p.m.	1602V-4290	Lobby 1			Liquid	Jacob Johnson Asst. Security manager

172.	3-6-16	1:59 p.m.	1603V-1223	Lobby 1	Lobby 1	Liquid	Kyle Kirchner, VIP Services D. Winn report writer Rafael Chavez facilities
173.	3-6-16	1:59		Lobby 1	Lobby 1	Slipped on wet spot on floor	Jacob Johnson security manager Kyle Kirchner, VIP services D. Winn report writer Raphael Chavez facilities
174.	3-18-16	2:57 p.m.	1603V-3584	5 th floor of the garage elevator lobby	5 th floor of the garage elevator lobby	Cup of coffee spilled on floor. Fall occurred earlier in the day 11:45 - 12:00	Sejika Bucato security officer David Boko facilities D. Wi report writer Devin O'Brien front desk manager Jacob Johnson security manager
175.	3-18-16	2:57		5 th floor of garage elevator lobby	5 th floor of garage elevator lobby	Slipped on coffee spilled on floor	
176.	3-25-16	1:14	1603V-5018	Lobby 1	Lobby 1	Slip and fall. Puddle of clear liquid	Sharry Kim front desk supervisor Rafael Chavez facilities J. Larson report writer
177.	3-25-16	1:14	1603V-5018	Lobby 1	Lobby 1	Slip and fall. Puddle of clear liquid	Sharry Kim front desk supervisor Rafael Chavez facilities J. Larson report writer
178.	3-25-16	1:14		Lobby 1	Lobby 1	Slipped on a puddle of liquid near trash cans by Juice Farm	
179.	4-9-16	2:44 p.m.	1604V-1850	Grand Hall	Grand Hall	Slip and fall. Puddle of water	Archie Balon security officer Jacob Johnson security manger D. Winn report writer Raphael Chavez facilities
180.	4-9-16	2:44		Grand Hall	Grand Hall	Slipped and fell in puddle of water	
181.	4-9-16	7:50 a.m.	1604V-1926	Lobby 1	Lobby 1	Wet floor between wet floor signs	Matthew Kaufman security manager C. Reanos report writer
182.	4-9-16	7:54 a.m.	1604V-1926	Lobby 1	Lobby 1	Slip and fall. Walked between wet floor signs	Matthew Kaufman security manager C. Reanos report writer
183.	4-10-16	1:51 p.m.	1604V-2136	Grand Hall	Grand Hall	Slip and fall	Nicole Floyd

184.	4-10-16	1-51				Jason Palm guest (unredacted)	George Valley security manger D. Winn report writer Shane Navara Facilities Sharry Kim front desk manager
185.	4-12-16	5:40 p.m.	1605V-2459	Control	Grand Hall	Slipped on floor Slipped and fell. Occurred on 4/10/16 SO "Felix" was attempting to stop foot traffic when he slipped and fell	Matthew Kaufman asst. manager Albert Liu D. Cabada report writer
186.	4-12-16	3:40 p.m.	1604V-2459	Control	Control	Slip and fall - Occurred on 4/10/16 SO "Felix" was attempting to stop foot traffic when he slipped and fell	Matthew Kaufman asst. manager Albert Liu D. Cabada report writer Felix Escobar security officer
187.	4-12-16	3:40				Slipped and fall security guard named Felix was trying to stop foot traffic at time of fall	
188.	5-5-16	9:12 p.m.	1605V-0952	Lobby 1	Lobby 1	Slip and fall. Picture of red solo cup and liquid on floor	Tim Alvonellos security shift manager Royce Phung front desk manager J. Buschemi report writer James Johnson security officer
189.	5-5-16	9:12 p.m.	1605V-0952	Lobby 1	Lobby 1	Slip and fall. Picture of red solo cup and liquid on floor	Tim Alvonellos security shift manager Royce Phung front desk manager J. Buschemi report writer James Johnson security officer Shane Navara facilities
190.	5-5-16	9:12			Lobby	Guest slipped and fell on unknown liquid	
191.	5-12-16	12:56 a.m.	1605V-5069	Lobby 1	Lobby 1	Liquid	Amy McCaslin front desk manager Nicolas Coronado security manager John Ballesteros facilities J. Dietrich report writer Joseph Barr-Wilson
192.	5-25-16	12:56 a.m.	1605V-5069	Lobby 1	Lobby 1	Slip and fall earlier in day approx. 6:49	Ay McCaslin front desk manager Nicholas Coronado security manager John Ballesteros facilities

193.	7-7-16	12:15 p.m.	1607V-1506	Lobby 1	Slip and fall. Large wet area	J. Dietrich report writer Eve Gizelbach EMT security officer Joseph Barr-Wilson security officer Jacob Johnson security manager Michael Chrene security officer R. Overfield report writer Raphel Chavez facilities Tim Alvonellos security shift manager Jonathan Derfeith front desk manager J. De Jesus report writer David Cabada EMT security officer Loren Harper security officer Rosa Estela facilities
194.	7-15-16	11:25 p.m.	1607V-3405	Lobby 1	Slip and fall. Ice cream on floor	Anthony Bersano asst. security manager Nathan Beyers front desk manager D. Cabada report writer Joseph De Jesus EMT security officer Dale Keezer field training officer Amber Platt security officer Laterrious Robinson field training officer Eddie Hinton facilities
195.	8-5-16	11:07	1608V-0995	Casino	Slip and fall. Wet spill extended entire length of pit 9 guest walked into wet area and slipped and fell	Tim Alvonellos security shift manager Monique Heng front desk manager J. De Jesus report writer Justin Vasquez security officer David Cabada EMT security officer Shane Naerna facilities
196.	8-5-16	5:04 p.m.	1608V-0947	Lobby 1	Slip and fall. Large pool of water	

EXHIBIT “K”

Arrest <input type="checkbox"/>	Venetian Security 3355 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109	CASE# 151-NV-0680
Crime <input type="checkbox"/>		CR-1 RC 00003621
Non-Criminal <input checked="" type="checkbox"/>		

DEFENSE(S) Protected Health Information	OFFENSE(S) cont'd		
DATE, TIME AND DAY OF OCCURRENCE 11/04/16 12:39 Friday TO 11/04/16 13:31 Friday	DATE AND TIME REPORTED 11/04/16 12:39	MORE CHARGES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	ESTIMATED LOSS VALUE \$ 0.00
LOCATION OF OCCURRENCE Outside Grand Lux Cafe Restrooms	LOCATION NAME Outside Grand Lux Cafe Restrooms	TYPE OF LOCATION	SEAT SECTOR

PERSONS				MORE IMAGES	
Codes: V = Victim W = Witness C = Complainant P = Parent G = Guardian R = Party O = Other				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CODE C 1 of 1	NAME - LAST, FIRST, MIDDLE, SUFFIX Sekera, Joyce	PHONE 7840 Nesting Pine Place, Las Vegas, NV 89143	CELLULAR (702) 467-6457		
OCCUPATION Las Vegas Tours Employee	RACE W	SEX F	AGE 60	DOB 03/22/1956	ADDRESS 2
DL	STATE	ISS	EXPIRES	ADDRESS 3	PHONE 1
CODE TM 1 of 1	NAME - LAST, FIRST, MIDDLE, SUFFIX Chavez, Rafael	ADDRESS 1	PHONE 1		
OCCUPATION Facilities	RACE M	SEX M	AGE	DOB	ADDRESS 2
DL	STATE	ISS	EXPIRES	ADDRESS 3	PHONE 3
CODE OF	NAME - LAST, FIRST, MIDDLE, SUFFIX	ADDRESS 1	PHONE 1		
OCCUPATION	RACE	SEX	AGE	DOB	ADDRESS 2
DL	STATE	ISS	EXPIRES	ADDRESS 3	PHONE 3

CASE SUMMARY / VEHICLE INFORMATION							
SUMMARY Protected Health Information - Grand Canal Shoppes Employee - Sekera, Joyce							
VEHICLE USED IN CRIME YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	LICENSE (NO AND STATE)	YEAR	MAKE	MODEL	BODY TYPE/COLOR	VIN	MORE VEHICLES YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
LOW REPORT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	GARAGE NAME AND PHONE	REGISTERED OWNER	NO ADDRESS				

SUSPECT(S) / ARRESTEE(S)				MORE NAMES	
Codes: S = Suspect A = Arrestee D = Detainee SV = Suspect/Victim AV = Arrestee/Victim DV = Detainee/Victim				YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
CODE OF	NAME - LAST, FIRST, MIDDLE, SUFFIX	ADDRESS 1	PHONE 1		
RACE/SEX/HT	WT	HAIR	EYES	AGE	DOB
OCCUPATION	INJURIES		ADDRESS 2	ADDRESS 3	PHONE 2
SCARS/MARKS/TATTOOS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	AKA'S	ARRESTEE DISPOSITION	RELEASE LOCATION	ARREST DATE/TIME	
DL	STATE	ARRESTED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	BOOKING#	WARRANT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CITATION#
CHARGES					
CODE OF	NAME - LAST, FIRST, MIDDLE, SUFFIX	ADDRESS 1	PHONE 1		
RACE/SEX/HT	WT	HAIR	EYES	AGE	DOB
OCCUPATION	INJURIES		ADDRESS 2	ADDRESS 3	PHONE 2
SCARS/MARKS/TATTOOS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	AKA'S	ARRESTEE DISPOSITION	RELEASE LOCATION	ARREST DATE/TIME	
DL	STATE	ARRESTED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	BOOKING#	WARRANT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CITATION#
CHARGES					

ADMINISTRATION					
NO FIN DE VIE/PROSECUTION YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	FOLLOW UP YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	COPIES TO: <input type="checkbox"/> PAT. <input type="checkbox"/> DET <input type="checkbox"/> DA <input type="checkbox"/> COURT <input type="checkbox"/> PROBATION <input type="checkbox"/> YWAF <input type="checkbox"/> OTHER:			
BY OFFICER J. Larson 06025821	DATE/TIME 11/04/16 15:30	APPROVED BY Michael Dean 00041303	DATE APPROVED 11/06/16	CASE STATUS Closed	
OFFICER	UNIT/SHIFT	ASSIGNED TO			

255-1133

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	Venetian Security 3355 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109	CASE # 1611V-0690
Case MO		PAGE 1 OF 1

OFFENSE(S) Protected Health Information	OFFENSE(S) cont'd
--------------------------------------------	-------------------

DATE, TIME AND DAY OF OCCURRENCE 11/04/16 12:36 Friday	YO 11/04/16 13:31 Friday	DATE AND TIME REPORTED 11/04/16 12:36
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LOCATION OF OCCURRENCE	LOCATION NAME Outside Grand Lux Cafe Restrooms	TYPE OF LOCATION	BEAT	SECTOR
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NO DATA

Incident Information Area Checked Associate Medical Photos Taken PHI - Outside Vendor Slip & Fall Video Tape of Incident Available	Lighting Conditions Room Lights	Security Stats (Click One Box) Protected Health Information Surface Conditions Dry Marble Flat
-------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

ADMINISTRATION			
FOLLOW-UP YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	OFFER TO: <input type="checkbox"/> PAT. <input type="checkbox"/> DET. <input type="checkbox"/> DR. <input type="checkbox"/> SOLARY <input type="checkbox"/> PROBATIONARY <input type="checkbox"/> VVIP <input type="checkbox"/> OTHER		
BY OFFICER J. Larsen 000025821	DATE/TIME 11/04/2016 15:38	APPROVED BY Michael Dean 000041303	DATE APPROVED 11/05/16
OFFICER	UNIT/OFF	ASSIGNED TO	CASE STATUS Closed

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	Venetian Security 3355 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109		CASE # 1811V-0680		
	Narrative Report			Page 1 of 2	
OFFENSE(S): Protected Health Information		OFFENSE(S) CONT:			
DATE, TIME AND DAY OF OCCURRENCE: 11/04/16 12:39 Friday to 11/04/16 13:31 Friday		DATE AND TIME REPORTED: 11/04/16 12:39			
LOCATION OF OCCURRENCE:		LOCATION NAME: Outside Grand Lux Cafe Restrooms	TYPE OF LOCATION:	BEAT:	SECTION:
NARRATIVE					
<p>On November 4th, 2016 at 12:39pm, I was dispatched to the area outside of the restrooms adjacent to the Grand Lux Cafe for report of a slip and fall incident. I arrived on scene and met with Las Vegas Tours (business located in Grand Canal Shoppes) employee Sekera, Joyce who was seated on the marble flooring. I noted that a Public Areas Department team member was on scene and mopping the flooring in the area. Sekera apologized for falling and did not appear to be in any immediate distress. I did not observe an obvious injuries to threats to life at that time.</p> <p>Sekera was alert and oriented to person, place, time, and events, had a patent airway, and was breathing adequately. She stated she was walking through the area when she slipped in what she believed was water on the floor. She reported that she fell backwards and put her right hand behind her head to protect it. She landed on the marble flooring and her left elbow struck the base of a pillar next to her. She denied striking her head during the fall and denied losing consciousness prior to, or after, falling. She denied any head pain, neck pain, back pain, weakness, dizziness, or nausea at that time. I noted that she was guarding her left elbow and reported she was only experiencing pain there at that time. She stated she was embarrassed to which I offered to assist her to a more private area. She agreed and was assisted to a standing position. I asked if she felt any new pain, weakness, dizziness, or nausea to which she denied at that time. She agreed to be assessed in the Medical Room and refused wheelchair assistance. She was able to ambulate on her own to the Medical Room and was able to sit without assistance.</p> <p>Sekera's left elbow was exposed which presented with an abrasion. I did not observe any other injuries or deformities to the area. Palpation of the area showed an increase in tenderness with no obvious signs of instability or crepitation. Distal circulation, motor function, and sensory function were found intact in the left arm. Grip strength was found to be equal bilaterally in the upper extremities. She rated her pain at approximately 7 on a 1-10 severity scale. She had a limited range of motion in the left elbow due to increasing pain on movement. She stated that she was starting to feel a tingling sensation in left phalanges II and III (index and middle finger). A SAM splint was formed on the right arm and applied to the left arm. The splint covered the left elbow and wrist and was secured using four-inch Kerlix gauze and tape. Distal circulation, motor function, and sensory function were rechecked and found to be intact with no changes. The splinted left arm was placed into a</p>					
ADMINISTRATION					
BY OFFICER: J. Larson 080025821		DATE/TIME: 11/04/2016 15:30	APPROVED BY: Michael Dean 000041303	DATE APPROVED: 11/05/16	CASE STATUS: Closed

Arrest <input type="checkbox"/> Crime <input type="checkbox"/> Non-Criminal <input checked="" type="checkbox"/>	Venetian Security 3355 LAS VEGAS BLVD., S. LAS VEGAS, NV 89109	CASE # 1617V-0880
Narrative Report		Page 2 of 2

OFFENSE(S) Protected Health Information	OFFENSE(S) cont'd:
DATE, TIME AND DAY OF OCCURRENCE 11/04/16 12:39 Friday	DATE AND TIME REPORTED 11/04/16 12:39
LOCATION OF OCCURRENCE Outside Grand Lux Cafe Restrooms	TYPE OF LOCATION Restroom

NARRATIVE

sling made out of a triangle bandage to which she reported the treatment provided some relief from her pain. She added that she was beginning to feel minor pain and soreness to her left lower back and left side (localized to the axillary line).

Sekera agreed to seek further medical attention, but refused ambulance transport. She stated her job did not provide Workers' Compensation and did not know where she should go. After some discussion, she opted to self-transport to Centennial Hills Hospital as it was close to her home. She refused to complete a Voluntary Statement for the incident and completed a Medical Release. She was escorted to her booth in the Grand Canal Shoppes, collected her belongings, and was escorted to her vehicle in the Team Member Garage on level 8.

I checked the area of incident and noted that the marble flooring appeared to be flat, even, and dry throughout the area. I did not observe any wet or slick areas and no obstructions were observed. An Accident Scene Check was completed by Facilities Team Member Chavez, Rafael TM#9648 at 1:28pm which found no defects in the area of incident.

Video coverage is available per Surveillance.

Risk Management was notified.

Attached Items

- 1 Scan of the Medical Release
- 1 Scan of the Accident Scene Check
- 2 Photographs of Sekera's left arm
- 2 Photographs of Sekera's shoes (top and bottom)
- 5 Photographs of the area of incident

ADMINISTRATION			
BY OFFICER J. Larson 000825821	DATE/TIME 11/04/2016 15:30	APPROVED BY Michael Dean 060041203	DATE APPROVED 11/05/16
OFFICER	DISPATCH	ASSIGNED TO	CASE STATUS Closed

Acknowledgement of First Aid Assistance & Advice to Seek Medical Care

I (or my guardian) have been informed that only an initial Emergency First Aid treatment and evaluation has been rendered to me by a Venetian or Palazzo Emergency Medical Technician (EMT) who is not a medical doctor and that I (or my guardian) have been advised that I should seek the advice of a physician as soon as possible.

I (or my guardian) refuse treatment by a Venetian or Palazzo Emergency Medical Technician (EMT) and have been advised that I should seek the advice of a physician as soon as possible.

Name (Print): JOYCE SEKERA WFA 9'6" 160 PPO/BRD
(LV TOUR → GUS)

Signature: *[Signature]*

Address: 7810 NESTING PINE PL, LV, NV 89143

Date of Birth: 3/22/56 Social Security #: N/A

Phone: (702) 467-5457

Witness: _____

Witness: _____

Date: 11/4/16 Time: 1257

Refused to Sign: _____

Venetian/Palazzo EMT: _____ ID#: 25821

S/F, fell backward's onto base of pillar @ LDC, @ H/W/B, @ Overly
 @ elbow → @ T, @ ILC ↳ Guarded post/cannin dizzy
 @ CUS, tingling in @ PII, PIII; limited ROM due to pain
 ↑ 7/10
 @ axillary pain/soreness
 @ back/lateral neck pain

@ Salvo, @ Foot splint
 @ 30 min @ foot
 X - Splint to @ elbow/FA
 @ CUS → @ Δ P approx; @ dx

EXHIBIT “L”

DISTRICT COURT
CLARK COUNTY, NEVADA

**CERTIFIED
COPY**

JOYCE SEKERA, an Individual,
Plaintiff,

Case No. A-18-772761-C
Dept. 25

vs.

VENETIAN CASINO RESORT, LLC,
d/b/a THE VENETIAN LAS VEGAS,
a Nevada Limited Liability
Company; LAS VEGAS SANDS, LLC
d/b/a THE VENETIAN LAS VEGAS,
a Nevada Limited Liability
Company; YET UNKNOWN EMPLOYEE;
DOES I through X, inclusive,
Defendants.

DEPOSITION OF JOSEPH LARSON

Taken at the Galliher Law Firm
1850 East Sahara Avenue, Suite 107
Las Vegas, Nevada 89104

On Thursday, October 11, 2018
At 2:15 p.m.

Reported By: PAULINE C. MAY
CCR 286, RPR

*Canyon Court Reporting, Inc.
6655 West Sahara Avenue, Suite B200
Las Vegas, NV 89146 (702) 419-9676*

1 Q All right. Look at where it says, under "MO
2 data," it says "Incident Information." About the
3 fourth line down says "PHI, outside vendor." What is
4 that?

5 A "PHI" is protected health information and
6 then "outside vendor" would be not a Palazzo Venetian
7 team member and not a guest of the hotel. So that
8 would be somebody who is a temp worker or somebody who
9 works in a business on the Venetian Palazzo property
10 that's not officially employed by the Venetian or
11 Palazzo.

12 Q Then you have Surface Conditions: Dry,
13 marble, flat.

14 A Correct.

15 Q Why did you select dry as opposed to wet?

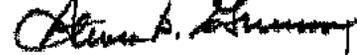
16 A The reason I did that is because that was my
17 assessment of the area, and that was done on an
18 accident scene check which is VEN018.

19 Q Let's go to -- still in Exhibit 1, VEN007,
20 This is called a Person Profile. Is this the same
21 kind of form you fill out -- in other words, where you
22 get on and you click boxes?

23 A Correct.

24 Q Just give us -- based on what you clicked
25 here under "MO information," give us a summary of at

EXHIBIT “M”



1 **ORDER**
2 Michael A. Royal, Esq.
3 Nevada Bar No. 4370
4 Gregory A. Miles, Esq.
5 Nevada Bar No. 4336
6 **ROYAL & MILES LLP**
7 1522 West Warm Springs Road
8 Henderson Nevada 89014
9 Tel: (702) 471-6777
10 Fax: (702) 531-6777
11 Email: mroyal@royalmileslaw.com
12 *Attorneys for Defendants*
13 *VENETIAN CASINO RESORT, LLC and*
14 *LAS VEGAS SANDS, LLC*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 JOYCE SEKERA, an Individual;
18
19 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: 25

20 v.

21 VENETIAN CASINO RESORT, LLC, d/b/a
22 THE VENETIAN LAS VEGAS, a Nevada
23 Limited Liability Company; LAS VEGAS
24 SANDS, LLC d/b/a THE VENETIAN LAS
25 VEGAS, a Nevada Limited Liability Company;
26 YET UNKNOWN EMPLOYEE; DOES I
27 through X, inclusive,
28 Defendants.

**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND ORDER GRANTING
DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT ON MODE OF
OPERATION THEORY OF LIABILITY**

21 Defendants VENETIAN CASINO RESORT, LLC, and LAS VEGAS SANDS, LLC
22 (collectively *Venetian*), filed Defendants Motion for Partial Summary Judgment on Mode of Operation
23 Theory of Liability on May 21, 2019. Plaintiff filed an opposition on May 28, 2019. Defendants filed
24 a reply on June 18, 2019. A hearing was held on June 25, 2019, Keith E. Galliher, Jr., Esq., and
25 Kathleen H. Gallagher, Esq., of The Galliher Law Firm, representing Plaintiff JOYCE SEKERA, and
26 Michael A. Royal, Esq., of Royal & Miles LLP, representing Venetian. Upon review of the motion,
27
28

ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 ♦ Fax: (702) 531-6777

1 all responses thereto, the papers and pleadings on file, and argument presented at the hearing, the
2 Court hereby issues the following findings, conclusions of law and order.

3 **FINDINGS OF FACT**

4 1. The Venetian Resort Hotel Casino (*Venetian property*) is a Las Vegas business which
5 provides hotel accommodations, gaming, entertainment, bars and restaurants to guests.

6 2. The Venetian property does not restrict guests from moving through its premises with
7 food and/or drinks.

8 3. On November 4, 2016, Plaintiff slipped and fell in the Grand Lux rotunda area of the
9 Venetian property.

10 4. There are multiple restaurants, shops, bars and other places to purchase food and
11 beverages in the area surrounding the Grand Lux rotunda and throughout the Venetian Property.

12 5. There is no evidence that as a business owner, Venetian chose a mode of operation that
13 requires its customers/guests to perform self-service tasks traditionally performed by Venetian
14 employees.

15 6. There is no evidence that the hazard of which Plaintiff claims to have caused or
16 contributed to the Subject Incident (*Alleged Condition*) was created by a Venetian customer or guest
17 performing a self-service task traditionally conducted by employees.

18 7. There is no evidence in this action that the Alleged Condition was the result of a
19 Venetian customer or guest performing a self-service task traditionally performed by employees.

20 8. There are no genuine issues of material fact which preclude the Court from considering
21 the pending motion for partial summary judgment on the mode of operation theory of liability.

22 ///
23 ///
24 ///

1 **CONCLUSIONS OF LAW**

2 9. The Self-Service Mode of Operation theory of negligence under Nevada premises
3 liability law is a narrowly limited exception to the law applied in circumstances where a business
4 owner has chosen a self-service mode of operation for its business requiring its guests/customers to
5 perform tasks traditionally performed by employees; and that the guest, in the performance of that task
6 traditionally performed by the businesses employee, caused a hazard to be present on the owner's
7 premises. (See FGA, Inc. v. Giglio, 128 Nev. 271, 281, 278 P.3d 490, 496 (2012), *citng Ciminski v.*
8 *Finn Corp.*, 13 Wn. App. 815, 537 P.2d 850, 853 (Wash. Ct. App. 1975).)

10 10. There is no evidence to support a claim that Venetian chose a mode of operation that
11 requires its guests/customers to perform tasks traditionally performed by Venetian employees

12 11. There is no evidence to support a claim that any guest/customer of Venetian was
13 performing said self-service task traditionally performed by a Venetian employee that caused the
14 hazardous condition of which Plaintiff complains, to be present at the Venetian premises.

15 12. The absence of evidence that the Alleged Condition was the result of a Venetian
16 customer or guest performing a self-service task that was traditionally performed by employees is
17 dispositive to application of the mode of operation approach.

18 13. The mere fact that the Venetian property sells food and beverages to patrons who are
19 then allowed to move about the premises is not enough to apply the mode of operation theory of
20 liability under Nevada law.
21

22 **ORDER**

23
24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants Motion for
25 Partial Summary Judgment on Mode of Operation Theory of Liability is GRANTED.

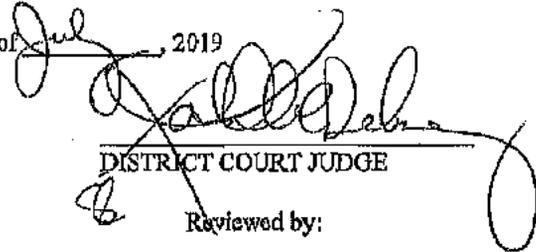
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27 ///

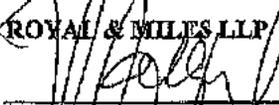
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IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff is precluded from having the jury instructed on the mode of operation theory of liability at trial.

DATED this 19th day of July, 2019


DISTRICT COURT JUDGE

Submitted by:


ROYAL & MILES LLP

Michael A. Royal, Esq.
Nevada Bar No. 4370
Gregory A. Miles, Esq.
Nevada Bar No. 4336
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC

Reviewed by:

THE GALLIHER LAW FIRM



Keith E. Galliher, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorneys for Plaintiff
JOYCE SEKERA

EXHIBIT “N”

The Venetian Las Vegas The
Venetian Las Vegas



Privacy Policy

Last Updated: May 2018

This is the Data Privacy Policy ("Privacy Policy") of Venetian Casino Resort, LLC and its parent, affiliate and subsidiary entities (collectively, the "Company") located in the United States. In order to provide multiple access points to the services and products we offer, the Company operates many websites, including, but not limited to, www.venetian.com; www.palazzo.com; www.pasands.com; and www.sands.com. Any one of these websites may ask for and collect your personal data in order to provide you with our products and/or services, enhance your experience, and provide you with other relevant information about our offerings. This Privacy Policy applies to activities the Company engages in on its websites and activities that are offline or unrelated to our websites, as applicable. We are providing this notice to explain our information practices and the choices you can make about the way your information is collected and used.

This Privacy Policy sets forth the principles that govern our treatment of personal data. We expect all employees and those with whom we share personal data to adhere to this Privacy



CHECK RATES

The Company is committed to protecting the information that our guests, prospective guests, patrons, employees, and suppliers have entrusted to us.

This Privacy Policy applies to all personal data in any format or medium, relating to all guests, prospective guests, patrons, employees, suppliers and others who do business with the Company.

Note to EU and non-EU Residents

The Company respects all individuals' privacy rights under all the laws that apply to it, all over the world. We work to comply with privacy laws, including, but not limited to, any right you may have if you live in or visit the United States, Macao, or Singapore where our properties are located.

The Company voluntarily tries to accommodate privacy requests made by individuals. Each request is evaluated to determine whether it can be accommodated without violating legal obligations and without creating a risk to the security or integrity of the other information we hold.

For residents of the European Union ("EU"), European Economic Area ("EEA") and Switzerland, the Company recognizes the legal privacy protections afforded to individuals located in the EEA, the EU, and Switzerland, with regard to personal data. For more information about this, please read the Notice to Residents of the EU, EEA, and Switzerland provided below.

Personal Data We Collect and Use

General Information

When you use the Internet, your computer may transmit certain information to the servers that host the websites you visit. The information may include the type of Internet browser you are using, the type of computer operating system you are using, your Internet Protocol (IP) address, the pages you visited on our websites, and how you arrived at our websites. When you visit our websites, we collect this information, and we use this information to create a better user experience, to identify areas for improvement on our websites, to enhance the security of our systems, and to provide information on our special offers and promotions.

Cookies

What Are Cookies? A "cookie" is a small text file that a website can place on your computer to store your preferences. Cookies are not personally identifiable by themselves, but they can be linked to personal data you provide to us.

How We Use Cookies: We may use cookies, including Google Analytics, so that we can improve your online experience, including to detect your browser's capabilities, to track ads we display to you, to store login and purchase information of your choice, and to generate statistics on website usage.

Your Control of Cookies: Most web browsers allow some control of cookies through your browser settings. You can opt out of cookies and advertising related to the same by visiting the Network Advertising Initiative opt-out page: <http://www.networkadvertising.org/choices>.

According to its own policy, Google does not collect any personal data using Google Analytics. Nevertheless, if you do not want to use the remarketing feature from Google, you can disable it by changing the appropriate settings at <http://www.google.com/settings/ads>.

You have many choices to manage cookies on your computer. Most browsers allow you to block or delete cookies from your system, and you can set most browsers to prevent cookies from being placed on your devices. If you do this, however, you may have to manually adjust preferences every time you visit our websites and it may not be possible to use the full functionality of the websites. To learn more about your ability to manage cookies, please consult the privacy features in your browser.

Personal Data

We only collect personal data that you provide to us, or that we are authorized to obtain by you or by law. For example, we obtain credit information to evaluate applications for credit, and we obtain background check information for employment applications. The type of personal data we collect from you will depend on how you are interacting with us using our website, products, or services. For example, we may collect different information from you when you make reservations, purchase gift certificates or merchandise, participate in a contest, or contact us with requests, feedback, or suggestions. The information we collect may include your name, title, email address, mailing information, phone number, fax number, credit card information, travel details (flight number and details, points of origin and destination), room preferences, and other information you voluntarily provide.

When you enroll in our loyalty program, we also may collect your name, title, date of birth, and email address.

When you complete a credit application, we also may collect your credit information, including your name, mailing address, email address, phone number, date of birth, credit score, Social Security number, employment information, financial information, including bank account and bank rating information, supporting your eligibility to receive credit, other lines of casino credit in your name, and other information you provide to us to assist us in making a determination concerning extending credit to you.

When you complete an employment application, we also may collect your name or aliases, current and previous, mailing address information, current and previous, email address, phone number, date of birth, Social Security number, employment history, credit history, education, training, and skills, including licenses and certificates, convictions for felonies or misdemeanors,

proof of eligibility to work in the United States, military service, and any other information provided in your employment application form.

Information Collected During Your Stay

Check-In Information: When you provide your personal data to make your reservation, whether it be through our websites, by phone, or in person at one of our properties, we may use that data to complete your reservation request. We also may need to collect information to comply with local laws, including your passport number, type of entry visa, date and place of birth, and driver's license number. If you choose to provide it, we also may collect additional information from you, including your frequent flyer or travel partner program information.

Preferences and Marketing: When you check in, you may be asked whether you wish to receive promotional and other marketing materials, including your interest in participating in contests, promotional offers, or using certain services we can provide to you, such as membership in our loyalty program. We also may send surveys to you to learn more about your stay and preferences. You may withdraw your consent to receive marketing and promotional materials at any time.

Itemized Spending: During your stay, we record your itemized spending related to your reservation. This includes your room rate, other expenses billed to your room, food and beverage preferences, and other special requests. We collect and record this information to keep a record of your expenses and preferences during your stay and provide it to you upon check-out.

Video Surveillance: We use closed circuit television and other security systems to monitor all gaming areas as required by the applicable local regulatory gaming authorities, as well as other public or sensitive areas of our properties for safety and security. Video surveillance cameras are used to protect us, our guests, and our employees. We monitor our surveillance cameras, and may share surveillance footage with law enforcement and/or regulatory authorities.

Other Sources of Data

When you interact with one of our properties, others may provide your information to us so that we can provide products and services.

Vendors, Suppliers, and Others Doing Business with Us: We have strict rules in place to comply with the laws that apply to us. Before we do business with a third party, we take reasonable steps to make sure that they will prudently protect the information we share with each other, including your personal data they may collect or receive.

Casino Credit: For guests who request casino credit at our properties, we may collect/check, or hire a third party to collect/check, public records available about you. We must collect this

information to comply with the law, and to protect against financial risk.

Meetings, Incentives, Conferences and Exhibitions (MICE): We may collect your data through events you attend with our exhibitor clients at any of our MICE event spaces. When you attend an event and provide personal data during the registration process to exhibitors, we may have access to your personal data because we collect certain information from the exhibitors.

Third Parties Authorized By You: When someone else arranges for you to interact with our properties, they may provide us information so that we can provide you with products and/or services during your visit. For example, when your employer or a travel agent arranges for you to stay at one of our properties, they may provide us with the information listed above so that we can provide you with products and services.

Legal Gaming Age Policy

Persons under the age of twenty-one (21) are not permitted to gamble at our properties or loiter in casino areas. Our websites are not intended for persons under the age of 21. In accordance with the Children's Online Privacy Protection Act, persons younger than 21 years of age are not allowed to use our websites, accept offers, or win contests, and we do not knowingly collect information from such persons. The Company does not knowingly collect personal information from children under the age of 16. Children are not permitted to use our websites or services, and the Company requests that children under the age of 16 not submit any personal information to it, using its websites or any other method. Since information regarding children under the age of 16 is not collected, the Company does not knowingly distribute personal information regarding children under the age of 16.

How We May Use Your Information

Your privacy is important to us. We collect and use information we believe is necessary to our business, and to provide you with the products, services, and experiences you expect when you interact with us. When we collect and use your information, we take your privacy and security very seriously.

We collect personal data to deliver superior quality of service. We will use the information you provide to us for the purpose you provided it to us (e.g., to make a reservation and book a suite at one of our properties), which is stated when information is collected. We may also use your information in other ways for our business purposes and to provide you with the products, services, and experiences you request and expect from us, including but not limited to the following purposes:

- fully respond to your questions, requests, or communications
- to provide you with products and services, including but not limited to loyalty membership and benefits and display of content
- to check if you qualify for certain offers or services (e.g., casino credit, special events,

- promotional offers, etc.) and for payment and billing for products and services
- to develop new products and services
- to improve and personalize the guest experience for you and others
- to audit, research and conduct analysis in order to maintain and improve our services and protect our guests and patrons
- for guest reservations and/or requests for information or services
- for marketing and promotions planning and execution, market research and analysis, customer satisfaction and quality assurance surveys
- to ensure third parties protect your information
- to consider your job application
- to comply with applicable laws and regulations
- for safety and security, including working with third parties to help protect your information
- to ensure the technical functioning and security of our network
- to protect the rights or property of the Company, its employees, and its guests and patrons

How We Share Information

We may share information about you to the third parties as indicated below:

Promotions: From time to time we may run promotions or marketing efforts, such as contests, sweepstakes, and/or giveaways with third parties. If you choose to participate in any such promotions, then any personal data you provide in order to participate may be shared with those third parties and be subject to their privacy policies.

Affiliates: We may share your personal data with our other properties, subsidiaries, and third parties if we need to. If we share your information, we will share only the information that is necessary and we will take reasonable steps to make sure that third parties take prudent steps to protect your information.

Agents: We use others to help us provide some of our products and services (e.g., maintenance, IT support, analysis, audit, payments, marketing, development, credit, reservations, and security). Unless we tell you differently or as described elsewhere in this Privacy Policy, our agents are expected not to have the right to use your information beyond what is needed to assist us.

Legal Requests: We may be required to respond to legal requests for your information, including from law enforcement authorities, regulatory agencies, third party subpoenas, or other government officials.

Compliance with Legal Obligations: We may have to disclose certain information to auditors, government authorities, or other authorized individuals in order to comply with laws that apply to us or other legal obligations such as contractual requirements.

Changes in Business Structure/Ownership: We may disclose or transfer your personal data to a

third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of the Company's business, assets, or stock (including any bankruptcy or similar proceedings).

Your Choices Regarding Your Information

For all personal data that we have about you, you have the following rights and/or choices that we will accommodate where your requests meet legal and regulatory requirements and do not risk making other data less secure or changing other data:

Opt Out, Object, Withdraw Consent: You can always choose not to disclose certain information to us. Where we rely on your consent to process your personal data, you have the right to withdraw or decline consent at any time. If you have provided us with your email address and you would like to stop receiving marketing emails from us, click on the unsubscribe link at the bottom of any of our email communications. If you do not wish to receive marketing communications from us via direct mail, or if you want to request that we do not share your contact information with our marketing partners, please contact us using the methods in the Contact Us section and include your name, address, and any other specific contact information that you wish to restrict.

Automated Decision-making: We may use automated decision-making to determine whether job applicants meet the required qualifications. You have the right to have a human involved in this process, to express your point of view, and to contest the decision. You may do so by using the methods in the Contact Us section below.

Access, Correct, Update, Restrict Processing, Erase: You may have the right to access, correct, and update your information. You also may request that we restrict processing of your information or erase it. To ensure that all of your personal data is correct and up to date, or to ask that we restrict processing or erase your information, please contact us using the methods in the Contact Us section below.

Data Portability: If you would like to request that we provide a copy of your information to you, please contact us using the methods in the Contact Us section below.

Responding to Requests: Each request to access, correct, restrict processing, erase, or provide a copy of data will be evaluated to determine whether the requested change meets legal regulatory requirements and does not risk making our other data less secure or changing our other data.

Complaints to Supervisory Authority: If you find yourself in the European Economic Area, European Union, or Switzerland, you have the right to lodge a complaint with a supervisory authority of the European Union or European Economic Area according to that authority's rules and procedures.

How We Protect Your Personal Data

We strive to take appropriate security measures to help safeguard your personal data from unauthorized access and disclosure. For example, only authorized employees are allowed to access personal data, and they may only access it for permitted business functions. We also use technology to protect your information, including encrypting sensitive personal data that is transferred to or from our systems and using firewalls to help prevent unauthorized persons from accessing information. If you have an online account with us, your account is also protected by a password for your privacy and security, and you must prevent unauthorized access to your account and personal data by selecting and protecting your password appropriately, limiting access to your devices, and by signing off after you have finished accessing your account.

While we cannot guarantee that loss, misuse, or alteration of information will never occur, we use reasonable efforts to prevent it. Please keep in mind that no method of storage or transmission over the Internet is completely secure, so your use of our products and services and provision of information to us is at your own risk.

Please be aware that our websites may contain links to other sites on the Internet that are owned and operated by third parties. The information practices of those websites linked to our websites are not covered by this Privacy Policy. We are not responsible for the privacy policies of websites to which our website links. If you provide any information to such third parties, different rules regarding the collection and use of your personal data may apply. We strongly suggest you review such third party's privacy policies before providing any data to them.

Notice to Residents of the EU, EEA, and Switzerland

If you reside or otherwise find yourself in the European Economic Area, European Union, or Switzerland, the Company is committed to respecting your rights as a data subject under the applicable laws of these countries. If you have a privacy concern or questions about how your personal data is used, please contact us using the methods in the Contact Us section below.

Consistent with our values, we observe the following privacy principles when collecting or processing your personal data:

- Data will be processed fairly and in accordance with applicable law.
- Data will be collected for specified and legitimate purposes, and will not be processed in ways that are incompatible with those purposes.
- Data collection and use will be limited to what is relevant for the specified purposes and will not be excessive. We will limit the amount and type of information gathered to what is necessary for the uses and purposes defined in this Privacy Policy.
- We will only collect and process personal data about you where we have a lawful basis. Lawful bases include consent (where you have given consent), contract (where we must process your personal data based on a contract we have with you, for example, to deliver requested products or services), and legitimate interests (where processing is necessary for the purposes of

- compelling legitimate interests of the Company that are not overridden by your rights).
- Data subjects in the European Union, European Economic Area, and Switzerland will be asked to provide their clear and unambiguous consent for collection, processing, and transfer of their personal data.
- We will keep your personal data as accurate, complete, and up-to-date as necessary, and we will take reasonable steps to correct or delete personal data that is inaccurate or incomplete. If you think that your information is inaccurate or incomplete, please contact us using the methods in the *Contact Us* section below.
- Data will only be kept where it is necessary for the purposes for which it was collected and processed. Those purposes are defined in this Privacy Policy.
- We are required by law to comply with many regulations that require us to keep information, including your personal data, for varying time periods. We must evaluate any request to change or delete information, including your information, prior to fulfilling such request to make sure that the requested change or deletion meets legal regulatory requirements and does not change our other data or make it less secure.
- Your data will be deleted or amended if we receive a relevant request from you, if we are permitted by law to do so, and if making the change does not risk making other data less secure or risk changing other data. Please contact us using the methods in the *Contact Us* section below to submit a request.
- We have taken appropriate measures to prevent unauthorized access, loss, use, or damage to your personal data.

International Transfers of Personal Data: If you are located outside the United States and you interact with our website or provide your personal data, then your personal data may be transferred to the United States, Macao, or Singapore. If you are located in the European Economic Area, European Union, or Switzerland, please note that the United States, Macao, and Singapore currently are not on the list of countries that the European Commission considers adequate regarding the protection of personal data.

Changes to this Privacy Policy

We reserve the right to modify or change this Privacy Policy at any time. When we make a material change to this Privacy Policy, we will inform you by posting a prominent notice on the home page of our website or changing the date on this page noting when the Privacy Policy was last updated.

Contact Us

For questions regarding this Privacy Policy or to submit any of the requests mentioned above relating to your personal data, contact us using any of the following options:

Mail

Privacy Office, Legal Department
Las Vegas Sands Corp.

3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Email
Privacy@Sands.com

[PRIVACY POLICY](#)

[FAQ](#)

[CONTACT US](#)

Reservations

[CAREER](#)

[PRESS](#)

[EMAIL SIGN-UP](#)

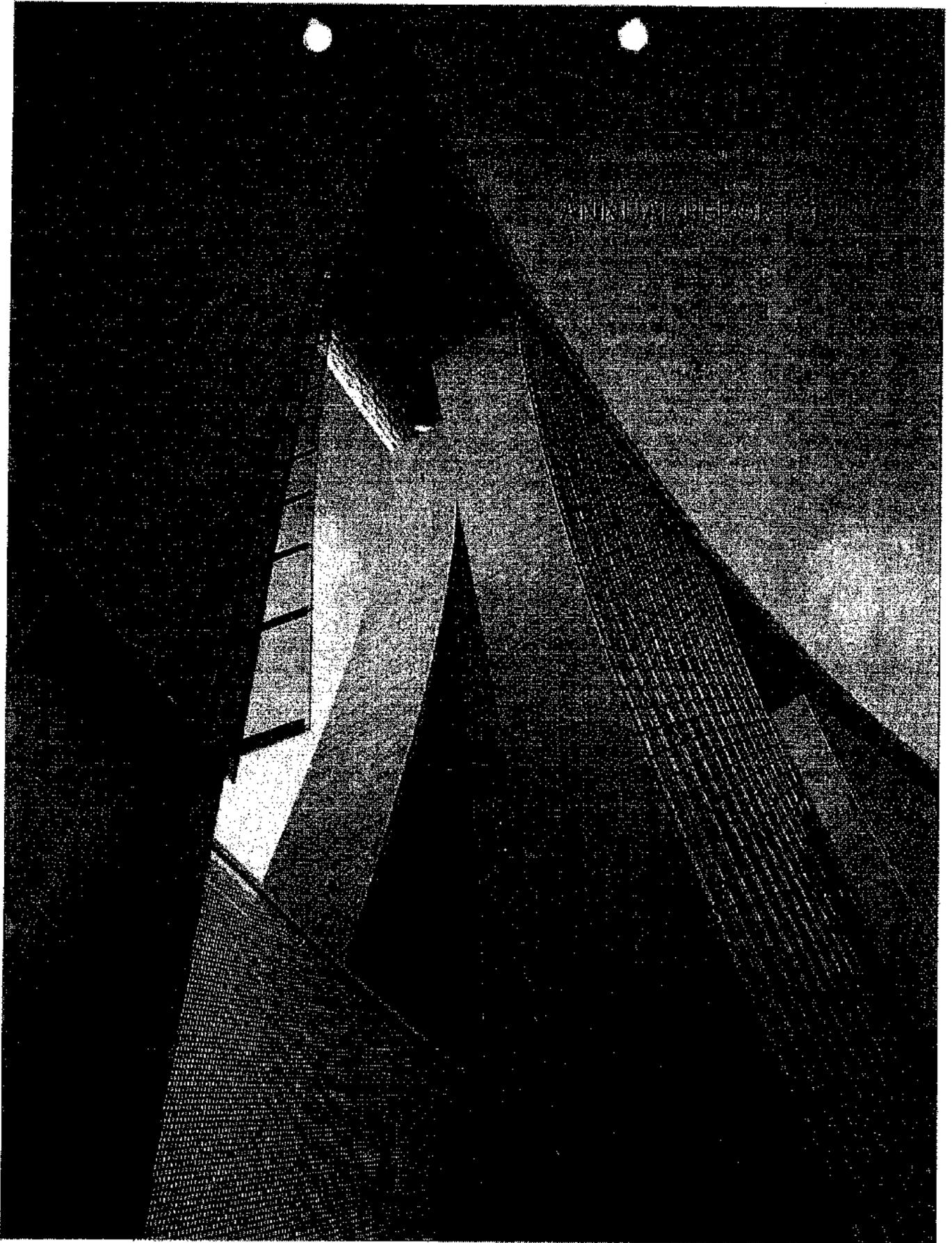
866.669.9643

Concierge

866.725.2990

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EXHIBIT “O”



*F*ellow Shareholders,



I am pleased to present to you our 2018 Annual Report.

Las Vegas Sands had another good year in 2018. The company delivered strong financial and operating results, generating industry-leading adjusted property EBITDA, cash flows and profit. We also contributed meaningfully to leisure and business tourism appeal, employment, and support for local businesses in each of our markets.

The strength of our business model and cash flow allowed us to invest in future growth initiatives in each of our markets while also increasing the return of capital to shareholders during the year. We returned over \$3.2 billion of capital to shareholders in 2018. We increased our recurring dividend, as we have in each year since we established our recurring dividend in 2013, to \$3.08 per share for the 2019 year. We continue to fortify our industry-leading balance sheet, which remains an important competitive advantage as we pursue new development opportunities in new markets, including in Japan.

Macao's development and evolution as Asia's leading tourism destination accelerated during 2018. Market-wide visitation from China reached a record 25.2 million visits, an increase of 14% compared to last year. Growth in MICE (meetings, incentive, convention, and exhibition), retail, and entertainment were all on display in Macao this year, as we continue to contribute to Macao's diversification.

The company has invested more than \$13.0 billion to deliver on our promise to help Macao in its diversification and its continued evolution into the world's leading leisure and business tourism destination. Over the next three years, we will increase our total investment to over \$15 billion as we make additional investments of \$2.2 billion to expand the market-leading scale of our hotel room, retail and entertainment offerings on Cotai.

In Singapore, Marina Bay Sands again delivered impressive financial and operating performance while continuing to contribute to Singapore's leisure and business tourism appeal. Marina Bay Sands stands as the pre-eminent reference site for new jurisdictions considering the opportunity to harness the economic power and direct contributions to tourism, employment and GDP growth of our unique convention-based Integrated Resort business model.

Our Las Vegas properties enjoyed strong financial performance in 2018, bolstered by robust convention and group meeting business.

Importantly, the benefits of our convention-based Integrated Resort business model extend far beyond our own financial success. The company's properties and service offerings increase the appeal of our host cities and countries as leisure and business tourism destinations, while helping to diversify their economies, attract outside investment and increase employment. I am proud to highlight the positive impact the company and our more than 50,000 team members bring to the local communities in which we operate.

Thank you for the confidence you have shown in our company. We look forward to sharing with you the ongoing success of the company in the years ahead.

A handwritten signature in black ink, appearing to read "Sheldon G. Adelson".

Sheldon G. Adelson
Chairman of the Board and Chief Executive Officer
April 2019

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2018
or

[] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission file number 001-32373

LAS VEGAS SANDS CORP.

(Exact name of registrant as specified in its charter)

Nevada

27-0099920

(State or other jurisdiction of incorporation or organization)

(IRS Employer Identification No.)

3355 Las Vegas Boulevard South
Las Vegas, Nevada

89109

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:
(702) 414-1000

Securities registered pursuant to Section 12(b) of the Act:

Table with 2 columns: Title of Each Class, Name of Each Exchange on Which Registered. Row: Common Stock (\$0.001 par value), New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes [X] No []

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes [] No [X]

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No []

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [X] No []

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

- Large accelerated filer [X] Accelerated filer [] Emerging growth company []
Non-accelerated filer [] Smaller reporting company []

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. []

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes [] No [X]

As of time 29, 2018, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was \$27,125,139,965 based on the closing sale price on that date as reported on the New York Stock Exchange.

The Company had 775,051,979 shares of common stock outstanding as of February 19, 2019.

DOCUMENTS INCORPORATED BY REFERENCE

Description of document

Part of the Form 10-K

Portions of the definitive Proxy Statement to be used in connection with the registrant's 2019 Annual Meeting of Stockholders

Part III (Items 10 through Item 14)

Las Vegas Sands Corp.
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PART I

ITEM 1. — BUSINESS

Our Company

Las Vegas Sands Corp. ("LVSC," or together with its subsidiaries "we" or the "Company") is a Fortune 500 company and the leading global developer of destination properties ("Integrated Resorts") that feature premium accommodations, world-class gaming, entertainment and retail, convention and exhibition facilities, celebrity chef restaurants and other amenities.

We currently own and operate Integrated Resorts in Asia and the United States. We believe our geographic diversity, best-in-class properties and convention-based business model provide us with the best platform in the hospitality and gaming industry to continue generating substantial growth and cash flow while simultaneously pursuing new development opportunities. Our unique convention-based marketing strategy allows us to attract business travelers during the slower mid-week periods while leisure travelers occupy our properties during the weekends. Our convention, trade show and meeting facilities, combined with the on-site amenities offered at our Macao, Singapore and Las Vegas Integrated Resorts, provide flexible and expansive space for conventions, trade shows and other meetings.

We focus on the mass market, which comprises our most profitable gaming segment. We believe the mass market segment will continue to have long-term growth as a result of the introduction of more high-quality gaming facilities and non-gaming amenities into our various markets.

Our properties also cater to VIP and premium players by providing them with luxury amenities and high service levels. The Paiza Club located at our properties is an important part of our VIP gaming marketing strategy. Our Paiza Clubs are exclusive invitation-only clubs available to our premium players that feature high-end services and amenities, including luxury accommodations, restaurants, lounges and private gaming salons. We also offer players club loyalty programs at our properties, which provide access to rewards, privileges and members-only events. Additionally, we believe being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Through our 70.0% ownership of Sands China Ltd. ("SCL"), we own and operate a collection of Integrated Resorts in the Macao Special Administrative Region ("Macao") of the People's Republic of China ("China"). These properties include The Venetian Macao Resort Hotel ("The Venetian Macao"); Sands Cotai Central; The Parisian Macao; The Plaza Macao and Four Seasons Hotel Macao, Cotai Strip (the "Four Seasons Hotel Macao"); and the Sands Macao.

In Singapore, we own and operate the iconic Marina Bay Sands, which has become one of Singapore's major tourist, business and retail destinations since its opening in 2010.

Our properties in the United States include The Venetian Resort Las Vegas, a luxury resort on the Las Vegas Strip, and the Sands Expo and Convention Center (the "Sands Expo Center," and together with The Venetian Resort Las Vegas, the "Las Vegas Operating Properties") in Las Vegas, Nevada and the Sands Casino Resort Bethlehem (the "Sands Bethlehem") in Bethlehem, Pennsylvania.

We are dedicated to being a good corporate citizen, anchored by the core values of serving people, planet and communities. We strive to deliver a positive working environment for our team members worldwide and pledge to promote the advancement of aspiring team members through a range of educational partnerships, grants and leadership training. We also drive social impact through the Sands Cares charitable giving and community engagement program, and environmental performance through the award-winning Sands ECO360 global sustainability program. Through our Sands ECO360 global sustainability program, we develop and implement environmental practices to protect natural resources, offer our team members a safe and healthy work environment, and enhance the resort experiences of our guests. We are committed to creating and investing in industry-leading policies and procedures to safeguard our patrons, partners, employees and neighbors. Our industry-leading Integrated Resorts provide substantial contributions to our host communities including growth in leisure and business tourism, sustained job creation and ongoing financial opportunities for local small and medium-sized businesses.

LVSC was incorporated in Nevada in August 2004. Our common stock is traded on the New York Stock Exchange (the "NYSE") under the symbol "LVS." Our principal executive office is located at 3355 Las Vegas Boulevard South,

Las Vegas, Nevada 89109 and our telephone number at that address is (702) 414-1000. Our website address is www.sands.com. The information on our website is not part of this Annual Report on Form 10-K.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements and other Securities and Exchange Commission ("SEC") filings, and any amendments to those reports and any other filings we file with or furnish to the SEC under the Securities Exchange Act of 1934 are made available free of charge on our website as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC and are also available at the SEC's web site address at www.sec.gov.

Investors and others should note we announce material financial information using our investor relations website (<https://investor.sands.com>), our company website, SEC filings, investor events, news and earnings releases, public conference calls and webcasts. We use these channels to communicate with our investors and the public about our company, our products and services, and other issues.

In addition, we post certain information regarding SCL, a subsidiary of Las Vegas Sands Corp. with ordinary shares listed on The Stock Exchange of Hong Kong Limited, from time to time on our company website and our investor relations website. It is possible the information we post regarding SCL could be deemed to be material information.

The contents of these websites are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file or furnish with the SEC, and any reference to these websites are intended to be inactive textual references only.

This Annual Report on Form 10-K contains certain forward-looking statements. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements."

Our principal operating and developmental activities occur in three geographic areas: Macao, Singapore and the United States. Management reviews the results of operations for each of its operating segments, which generally are our Integrated Resorts. In Macao, our operating segments are: The Venetian Macao; Sands Cotai Central; The Parisian Macao; The Plaza Macao and Four Seasons Hotel Macao; and Sands Macao. In Singapore, our operating segment is Marina Bay Sands. In the United States, our operating segments are the Las Vegas Operating Properties and Sands Bethlehem. We also have ferry operations and various other operations that are ancillary to our Macao properties (collectively, "Ferry Operations and Other") that we present to reconcile to our consolidated statements of operations and financial condition. In addition to our reportable segments noted above, management also reviews construction and development activities for each of our primary projects currently under development, which include the expansion and rebranding of Sands Cotai Central to The Londoner Macao, the Four Seasons Tower Suites Macao, the St. Regis Tower Suites Macao and our Las Vegas condominium project (for which construction currently is suspended) in the United States.

Strengths and Strategies

We believe we have a number of strengths that differentiate our business from our competitors, including:

Diversified, high quality Integrated Resort offerings with substantial non-gaming amenities. Our Integrated Resorts feature non-gaming attractions and amenities including world-class entertainment, expansive retail offerings and market-leading meetings, incentives, conventions and exhibitions ("MICE") facilities. These attractions and amenities enhance the appeal of our Integrated Resorts, contributing to visitation, length of stay and customer expenditure at our resorts. The broad appeal of our market-leading Integrated Resort offerings in our various markets enables us to serve the widest array of customer segments in each market.

Substantial and diversified cash flow from existing operations. We generated \$4.70 billion of cash from operations during the year ended December 31, 2018, primarily from gaming and non-gaming sources, including retail, hotel, food and beverage, entertainment and MICE business.

Market leadership in the growing high-margin mass market gaming segment. We focus on the high-margin mass gaming segment. During the year ended December 31, 2018, we had the highest percentage of gaming win from mass tables and slots of the Macao operators, with approximately 30% market share. Management estimates our mass market table revenues typically generate a gross margin that is approximately four times higher than the gross margin

on our typical VIP table revenues in Macao. During the year ended December 31, 2018, non-rolling gross gaming revenue contributed to over two-thirds of total gross gaming revenue at Marina Bay Sands.

Established brands with broad regional and international market awareness and appeal. Our brands enjoy broad regional and international market awareness and appeal. The Venetian Macao is the most visited Integrated Resort in Macao, and enjoys broad brand awareness both regionally and globally. We estimate that since 2016 The Parisian Macao digital marketing and social media program has reached over 4 billion online impressions, including from platforms within China such as Sina Weibo. Additionally, Marina Bay Sands has become an iconic part of the Singapore skyline and is often featured in movies and other media.

Experienced management team with a proven track record. Mr. Sheldon G. Adelson is our founder, chairman and chief executive officer. Mr. Adelson's business career spans more than seven decades and has included creating and developing to maturity numerous companies. Mr. Adelson created the MICE-based Integrated Resort and pioneered its development in the Las Vegas and Singapore markets, as well as in Macao, where he planned and developed the Cotai Strip. Mr. Robert G. Goldstein, our President and Chief Operating Officer, has been an integral part of the Company's executive team from the very outset - even before The Venetian Resort Las Vegas was a concept. Mr. Goldstein is one of the most respected and knowledgeable hospitality and gaming executives in the industry today, and provides strategic direction to our properties. Mr. Patrick Dumont, our Executive Vice President and Chief Financial Officer, has been with the Company for more than eight years and has prior experience in corporate finance and management. He and the management team are focused on increasing our balance sheet strength, preserving the Company's financial flexibility to pursue development opportunities and continuing to execute our return of excess capital to shareholders.

Unique MICE and entertainment facilities. Our market-leading MICE and entertainment facilities contribute to our markets' diversification and appeal to business and leisure travelers while diversifying our cash flows and increasing revenues and profit. Our 5.2 million square feet of global MICE space is specifically designed to meet the needs of meeting planners and corporate events and trade show organizers from around the world. Our experience and expertise in this industry continues to drive leisure and business tourism to our markets. The live entertainment program at our properties, specifically in Asia, is a key traffic driver and has established us as the leader in the field of tourism and leisure activities.

Building on our key strengths, we seek to enhance our position as the leading developer and operator of Integrated Resorts and casinos by continuing to implement the following business strategies:

Developing and diversifying our Integrated Resort offerings to include a full complement of products and services to cater to different market segments. Our Integrated Resorts include MICE space, additional retail, dining and entertainment facilities and a range of hotel offerings to cater to different segments of our markets, including branded suites and hotel rooms. We are able to leverage the recognition and the sales, marketing and reservation capabilities of premier hotel brands to attract a wide range of customers in different market segments to our properties. We believe our partnerships with renowned hotel management partners, our diverse Integrated Resort offerings and the convenience and accessibility of our properties will continue to increase the appeal of our properties to both the business and leisure customer segments.

Leveraging our scale of operations to create and maintain an absolute cost advantage. Management expects to benefit from lower unit costs due to the economies of scale inherent in our operations. Opportunities for lower unit costs include, but are not limited to, lower utility costs; more efficient staffing of hotel and gaming operations; and centralized laundry, transportation, marketing and sales, and procurement. In addition, our scale allows us to consolidate certain administrative functions and leverage purchasing on a global scale.

Focusing on the high-margin mass market gaming segment, while continuing to provide luxury amenities and high service levels to our VIP and premium players. Our properties cater not only to VIP and premium players, but also to mass market customers, which comprise our most profitable gaming segment. We believe the mass market segment will continue to be a long-term growing segment as a result of the introduction of more high-quality gaming facilities and non-gaming amenities into our markets.

Identifying targeted investment opportunities to drive growth across our portfolio. We plan to continue to invest in the expansion of our facilities and the enhancement of the leisure and business tourism appeal of our property portfolio.

Asia Operations

Macao

The Venetian Macao is the anchor property of our Cotai Strip development and is conveniently located approximately two miles from the Taipa Ferry Terminal on Macao's Taipa Island and six miles from the bridge linking Hong Kong, Macao and Zhuhai. The Venetian Macao includes approximately 374,000 square feet of gaming space with approximately 710 table games and 1,540 slot machines. The Venetian Macao features a 39-floor luxury hotel tower with over 2,900 elegantly appointed luxury suites and the Shoppes at Venetian, approximately 943,000 square feet of unique retail shopping with more than 350 stores featuring many international brands and home to more than 50 restaurants and food outlets featuring an international assortment of cuisines. In addition, The Venetian Macao has approximately 1.2 million square feet of convention facilities and meeting room space, an 1,800-seat theater, the 15,000-seat Cotai Arena that hosts world-class entertainment and sporting events and a Paiza Club.

Sands Cotai Central, which features four hotel towers, is located across the street from The Venetian Macao, The Parisian Macao and The Plaza Macao and Four Seasons Hotel Macao, and is our largest Integrated Resort on the Cotai Strip. Sands Cotai Central opened in phases, beginning in April 2012. The property features four hotel towers: the first hotel tower, which opened in April 2012, consisting of approximately 650 five-star rooms and suites under the Conrad brand and approximately 1,200 four-star rooms and suites under the Holiday Inn brand; the second hotel tower, which opened in September 2012, consisting of approximately 1,800 rooms and suites under the Sheraton brand; the third hotel tower, which opened in January 2013, consisting of approximately 2,100 rooms and suites under the Sheraton brand; and the fourth hotel tower, which opened in December 2015, consisting of approximately 400 rooms and suites under the St. Regis brand. The Integrated Resort includes approximately 367,000 square feet of gaming space with approximately 430 table games and 1,410 slot machines, approximately 369,000 square feet of meeting space, a 1,701-seat theater, approximately 520,000 square feet of retail space with more than 150 stores and more than 50 restaurants and food outlets. We previously announced the renovation, expansion and rebranding of Sands Cotai Central into a new destination Integrated Resort, The Londoner Macao, by adding extensive thematic elements both externally and internally. The Londoner Macao will feature new attractions and features from London, including some of London's most recognizable landmarks, and expanded retail and food and beverage venues. We will add approximately 370 luxury suites in the St. Regis Tower Suites Macao. Design work is nearing completion and construction is being initiated and will be phased to minimize disruption during the property's peak periods. We expect the additional St. Regis Tower Suites Macao to be completed in 2020 and The Londoner Macao project to be completed in phases throughout 2020 and 2021.

On September 13, 2016, we opened The Parisian Macao, our newest Integrated Resort on the Cotai Strip, which is connected to The Venetian Macao and The Plaza Macao and Four Seasons Hotel Macao, and includes approximately 253,000 square feet of gaming space with approximately 340 table games and 1,100 slot machines. The Parisian Macao also features approximately 2,500 rooms and suites and the Shoppes at Parisian, approximately 296,000 square feet of unique retail shopping with more than 150 stores featuring many international brands and home to 23 restaurants and food outlets featuring an international assortment of cuisines. Other non-gaming amenities at The Parisian Macao include a meeting room complex of approximately 63,000 square feet and a 1,200-seat theater. Directly in front of The Parisian Macao, and connected via a covered walkway to the main building, is a half-scale authentic re-creation of the Eiffel Tower containing a viewing platform and restaurant.

The Plaza Macao and Four Seasons Hotel Macao, which is located adjacent to The Venetian Macao, has approximately 105,000 square feet of gaming space with approximately 120 table games and 160 slot machines at its Plaza Casino. The Plaza Macao and Four Seasons Hotel Macao also has 360 elegantly appointed rooms and suites managed by Four Seasons Hotels, Inc., several food and beverage offerings, and conference and banquet facilities. The Shoppes at Four Seasons includes approximately 242,000 square feet of retail space and is connected to the Shoppes at Venetian. The Plaza Macao and Four Seasons Hotel Macao also features 19 ultra-exclusive Paiza Mansions, which are individually designed and made available by invitation only. We previously announced the Four Seasons Tower Suites Macao, which will feature approximately 290 additional premium quality suites. We have completed the structural work of the tower and have commenced preliminary build out of the suites. We expect the project to be completed in the first quarter of 2020.

The Sands Macao, the first U.S. operated Las Vegas-style casino in Macao, is situated near the Macao-Hong Kong Ferry Terminal on a waterfront parcel centrally located between Macao's Gongbei border gate with China and Macao's

central business district. The Sands Macao includes approximately 213,000 square feet of gaming space with approximately 220 table games and 870 slot machines. The Sands Macao also includes a 289-suite hotel tower, spa facilities, several restaurants and entertainment areas, and a Palza Club.

We operate the gaming areas within our Macao properties pursuant to a 20-year gaming subconcession that expires in June 2022. See "Regulation and Licensing — *Macao Concession and Our Subconcession.*"

Singapore

Marina Bay Sands features approximately 2,600 rooms and suites located in three 55-story hotel towers. Atop the three towers is the Sands SkyPark, an extensive outdoor recreation area with a 150-meter infinity swimming pool and leading restaurant and nightlife brands. The Integrated Resort offers approximately 160,000 square feet of gaming space with approximately 625 table games and 2,360 slot machines; The Shoppes at Marina Bay Sands, an enclosed retail, dining and entertainment complex with signature restaurants from world-renowned chefs; an event plaza and promenade; and an art/science museum. Marina Bay Sands also includes approximately 1.2 million square feet of meeting and convention space and a state-of-the-art theater for top Broadway shows, concerts and gala events.

We operate the gaming area within our Singapore property pursuant to a 30-year casino concession provided under a development agreement entered into in August 2006. See "Regulation and Licensing — *Development Agreement with Singapore Tourism Board.*"

Asia Markets

Macao

Macao is the largest gaming market in the world and the only market in China to offer legalized casino gaming. According to Macao government statistics issued publicly on a monthly basis by the Gaming Inspection and Coordination Bureau (commonly referred to as the "DICJ"), annual gaming revenues were \$37.7 billion in 2018, a 13.4% increase compared to 2017.

We expect Macao will continue to experience meaningful long-term growth and the approximately 36 million visitors Macao welcomed in 2018 will continue to increase over time. We believe this growth will be driven by a variety of factors, including the movement of Chinese citizens to urban centers in China, continued growth of the Chinese outbound tourism market, the increased utilization of existing transportation infrastructure, the introduction of new transportation infrastructure and the continued increase in hotel room inventory in Macao and neighboring Hengqin Island. There has been significant investment announced and recently completed by concessionaires and subconcessionaires in new resort development projects on Cotai. These new resorts should help increase the critical mass on Cotai and further drive Macao's transformation into a leading business and leisure tourism hub in Asia.

Table games are the dominant form of gaming in Asia, with Baccarat being the most popular game. We continue to experience Macao market-leading visitation and are focused on driving high-margin mass market gaming, while providing luxury amenities and high service levels to our VIP and premium players. We intend to continue to introduce more modern and popular products that appeal to the Asian marketplace and believe our high-quality gaming product has enabled us to capture a meaningful share of the overall Macao gaming market across all types of players.

Proximity to Major Asian Cities

Visitors from Hong Kong, southeast China, Taiwan and other locations in Asia can reach Macao in a relatively short time, using a variety of transportation methods, and visitors from more distant locations in Asia can take advantage of short travel times by air to Zhuhai, Shenzhen, Guangzhou or Hong Kong (followed by a road, ferry or helicopter trip to Macao). In addition, numerous air carriers fly directly into Macao International Airport from many major cities in Asia.

Macao draws a significant number of customers who are visitors or residents of Hong Kong. One of the major methods of transportation to Macao from Hong Kong is the jetfoil ferry service, including our ferry service, CotaiJet. Macao is also accessible from Hong Kong by helicopter. In addition, the bridge linking Hong Kong, Macao and Zhuhai, which opened in 2018, has reduced the travel time between Hong Kong and Macao and the travel time from the Hong Kong International Airport to Macao.

Competition in Macao

Gaming in Macao is administered by the government through concessions awarded to three different concessionaires and three subconcessionaires, of which we are one. No additional concessions have been granted by the Macao government since 2002; however, if the Macao government were to allow additional gaming operators in Macao through the grant of additional concessions or subconcessions, we would face additional competition.

Sociedade de Jogos de Macau S.A. ("SJM") holds one of the three concessions and currently operates 20 facilities throughout Macao. Historically, SJM was the only gaming operator in Macao. Many of its gaming facilities are relatively small locations that are offered as amenities in hotels; however, some are large operations, including the Hotel Lisboa and The Grand Lisboa. In February 2014, SJM announced the development of Grand Lisboa Palace, a 2,000-room resort on Cotai that is scheduled to open in the second half of 2019.

MGM Grand Paradise Limited, a joint venture between MGM Resorts International and Pansy Ho Chiu-King, obtained a subconcession from SJM in April 2005 (which subconcession expires in March 2020), allowing the joint venture to conduct gaming operations in Macao. The MGM Grand Macau opened in December 2007 and is located on the Macao Peninsula adjacent to the Wynn Macau. In February 2018, MGM Grand Paradise Limited opened MGM Cotai, which includes approximately 1,400 hotel rooms and other non-gaming amenities, and is located behind Sands Cotai Central.

Wynn Resorts (Macao), S.A. ("Wynn Resorts Macau"), a subsidiary of Wynn Resorts Limited, holds a concession and owns and operates the Wynn Macau and Encore at Wynn Macau. In August 2016, Wynn Resorts Macau opened a 1,700-room integrated resort, Wynn Palace, which is located behind the City of Dreams and MGM Cotai.

In 2006, an affiliate of Publishing and Broadcasting Limited ("PBL") purchased the subconcession right under Wynn Resorts Macau's gaming concession, which permitted the PBL affiliate to receive a gaming subconcession from the Macao government. The PBL affiliate, Melco Crown Entertainment Limited ("Melco Crown"), owns and operates Altira and the City of Dreams, an integrated casino resort located adjacent to our Sands Cotai Central, which includes Nawa, The Countdown Hotel and Grand Hyatt hotels. In October 2015, Melco Crown and its joint venture partners opened Studio City, a 1,600-room casino resort on Cotai. Melco Crown opened its fifth tower at City of Dreams, the 772-room Morpheus Tower, in June 2018.

Galaxy Casino Company Limited ("Galaxy") holds the third concession and has the ability to operate casino properties independent of our subconcession agreement with Galaxy and the Macao government. Galaxy currently operates six casinos in Macao, including StarWorld Hotel and Galaxy Macau, which is located near The Venetian Macao. In May 2013, Galaxy opened the second phase of its Galaxy Macau, which includes approximately 1,250 hotel rooms, as well as additional retail and convention and exhibition facilities.

Our Macao operations also face competition from other gaming and resort destinations, both in Asia and globally.

Singapore

Singapore is regarded as having the most developed financial and transportation infrastructure in the Southeast Asia region. Singapore has established itself as a destination for both business and leisure visitors, offering convention and exhibition facilities as well as world-class shopping malls and hotel accommodations. In 2006, after a competitive bid process, the Singapore government awarded two concessions to develop and operate two integrated resorts. We were awarded the concession for the Marina Bay site, which is adjacent to Singapore's central business district, and Genting International was awarded the second site, located on Singapore's Sentosa Island.

Based on figures released by the Singapore Tourism Board (the "STB"), Singapore welcomed over 18 million international visitors in 2018, a 6.2% increase compared to 2017. Tourism receipts are estimated to have reached 26.8 billion Singapore dollars ("SGD," approximately \$19.6 billion at exchange rates in effect on December 31, 2018) in 2017 (the latest information publicly available at the time of filing), a 4.3% increase compared to 2016. The Casino Regulatory Authority (the "CRA"), the gaming regulator in Singapore, does not disclose gaming revenue for the market and thus no official figure exists.

We believe Marina Bay Sands is ideally positioned within Singapore to cater to both business and leisure visitors. The Integrated Resort is centrally located within a 20-minute drive from Singapore's Changi International Airport and near the Marina Bay Cruise Center, a deep-water cruise ship terminal, and Bayfront station, a mass rapid transit station.

Marina Bay Sands is also located near several entertainment attractions, including the Gardens by the Bay botanical gardens and the Singapore Sports Hub, a sports complex featuring the 55,000-seat National Stadium.

Baccarat is the preferred table game in both VIP and mass gaming. Additionally, contributions from slot machines and from mass gaming, including electronic table games offerings, have enhanced the early growth of the market. As Marina Bay Sands and the Singapore market as a whole continue to mature, we expect to broaden our visitor base to continue to capture visitors from around the world.

Proximity to Major Asian Cities

About 100 airlines operate in Singapore, connecting it to some 400 cities in about 100 countries. In 2018, 66 million passengers passed through Singapore's Changi Airport, a 5.5% decrease as compared to 2017. Based on figures released by the STB, the largest source markets for visitors to Singapore for 2018 were China and Indonesia. The STB's methodology for reporting visitor arrivals does not recognize Malaysian citizens entering Singapore by land, although this method of visitation is generally thought to be substantial.

Competition in Singapore

Gaming in Singapore is administered by the government through the award of licenses to two operators, of which we are one. Pursuant to the request for proposals to develop an integrated resort at Marina Bay, Singapore (the "Request for Proposal"), the CRA was required to ensure there would not be more than two casino licenses during an initial ten-year exclusive period (the "Exclusivity Period"), which expired on February 23, 2017.

Resorts World Sentosa, which is 100% owned by Genting Singapore and located on Sentosa Island, is primarily a family tourist destination connected to Singapore via a 500-meter long vehicular and pedestrian bridge. Apart from the casino, the resort includes six hotels, a Universal Studios theme park, the Marine Life Park, the Maritime Experiential Museum, aquarium, conventions and exhibitions facilities, restaurants, as well as a Malaysian food street, and retail shops.

Our Singapore operations also face competition from other gaming and resort destinations, both in Asia and globally.

U.S. Operations

Las Vegas

Our Las Vegas Operating Properties is an Integrated Resort that includes The Venetian Resort Las Vegas and the Sands Expo Center.

The Venetian Resort Las Vegas features three hotel towers. The Venetian Tower is a 35-story three-winged luxury hotel tower with 3,015 suites rising above the casino. The second tower is an adjoining 1,013-suite, 12-story Venezia Tower. The Palazzo Tower has 3,064 suites situated in a 50-story luxury hotel tower, which features modern European ambience and design, and is directly connected to The Venetian Tower and Sands Expo Center. The Venetian Resort Las Vegas has approximately 225,000 square feet of gaming space and includes approximately 240 table games and 1,870 slot machines. The Venetian Resort Las Vegas features a variety of amenities for its guests, including Palza Club, several theaters and Canyon Ranch SpaClub.

The Venetian Resort Las Vegas features an enclosed retail, dining and entertainment complex, referred to as the Grand Canal Shoppes. The portion of the complex located within The Venetian Tower (previously known as "The Grand Canal Shoppes") and the portion located within The Palazzo Tower (previously known as "The Shoppes at The Palazzo") were sold to GOP Limited Partnership ("GOP") in 2004 and 2008, respectively.

Sands Expo Center is one of the largest overall trade show and convention facilities in the United States (as measured by net leasable square footage), with approximately 1.2 million gross square feet of exhibit and meeting space. We also own an approximately 1.1 million-gross-square-foot meeting and conference facility that links Sands Expo Center to The Venetian Resort Las Vegas. Together, we offer approximately 2.3 million gross square feet of state-of-the-art exhibition and meeting facilities that can be configured to provide small, mid-size or large meeting rooms and/or accommodate large-scale multi-media events or trade shows.

In May 2016, we announced plans to work with Madison Square Garden Company to bring a 400,000-square-foot venue built specifically for music and entertainment to Las Vegas. In February 2018, Madison Square Garden

unveiled its plans for MSG Sphere at The Venetian, an 18,000-seat venue, which, subject to regulatory approvals and entitlements, will be located near, and connected directly to, our Las Vegas Operating Properties and is currently expected to open in 2021.

Pennsylvania

We own and operate the Sands Bethlehem, a gaming, hotel, retail and dining complex located on the site of the historic Bethlehem Steel Works in Bethlehem, Pennsylvania. The Sands Bethlehem features approximately 146,000 square feet of gaming space that includes approximately 190 table games and 3,260 slot machines; a hotel tower with 282 rooms; a 150,000-square-foot retail facility ("The Outlets at Sands Bethlehem"); an arts and cultural center; and a 50,000-square-foot multipurpose event center.

We own 86% of the economic interest in the gaming, hotel and entertainment portion of Sands Bethlehem through our ownership interest in Sands Bethworks Gaming LLC ("Sands Bethworks Gaming") and approximately 35% of the economic interest in the retail portion of Sands Bethlehem through our ownership interest in Sands Bethworks Retail LLC ("Sands Bethworks Retail").

On March 8, 2018, the Company entered into a purchase and sale agreement under which PCI Gaming Authority, an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, will acquire Sands Bethlehem for a total enterprise value of \$1.30 billion. The closing of the transaction is subject to regulatory review and other closing conditions.

Las Vegas Market

The Las Vegas hotel/casino industry is highly competitive. Hotels on the Las Vegas Strip compete with other hotels on and off the Las Vegas Strip, including hotels in downtown Las Vegas. In addition, there are large projects in Las Vegas in the development stage or currently suspended and, if opened, may target the same customers as we do. Based on figures released by the Las Vegas Convention and Visitors Authority (the "LVCVA"), Las Vegas welcomed 42 million visitors during 2018, relatively flat compared to 2017.

We also compete with legalized gaming from casinos located on Native American tribal lands, including those located in California. While the competitive impact on our operations in Las Vegas from the continued growth of Native American gaming establishments in California remains uncertain, the proliferation of gaming in California and other areas located in the same region as our Las Vegas Operating Properties could have an adverse effect on our financial condition, results of operations and cash flows. Our Las Vegas Operating Properties also compete, to some extent, with other hotel/casino facilities in Nevada, with hotel/casino and other resort facilities elsewhere in the country and the world, and with Internet gaming and state lotteries.

In addition, certain states have legalized, and others may legalize, casino gaming in specific areas. The continued proliferation of gaming venues could have a significant and adverse effect on our business. In particular, the legalization of casino gaming in or near major metropolitan areas from which we traditionally attract customers could have a material adverse effect on our business. The current global trend toward liberalization of gaming restrictions and the resulting proliferation of gaming venues could result in a decrease in the number of visitors to our Las Vegas Operating Properties, which could have an adverse effect on our financial condition, results of operations and cash flows. Also, on December 23, 2011, the U.S. Department of Justice (the "DOJ") released an opinion that concluded the Wire Act only related to interstate transmission of wire communications regarding wagers on sporting events or information assisting in the placing of wagers on sporting events (the "2011 Opinion"). In concluding as such, the DOJ reversed earlier opinions that the Wire Act was not limited to only sporting events or contests. On January 14, 2019, the DOJ released a Slip Opinion dated November 2, 2018 that reversed the 2011 Opinion.

Las Vegas generally competes with trade show and convention facilities located in and around major U.S. cities. Within Las Vegas, the Sands Expo Center competes with the Las Vegas Convention Center (the "LVCC"), which currently has approximately 3.2 million gross square feet of convention and exhibit facilities. In addition to the LVCC, some of our Las Vegas competitors have convention and conference facilities that compete with our Las Vegas Operating Properties. Based on figures released by the LVCVA, nearly 7 million convention delegates visited Las Vegas during 2018, a 2.2% decrease compared to 2017.

Competitors of our Las Vegas Operating Properties that can offer a hotel/casino experience that is integrated with substantial trade show and convention, conference and meeting facilities, could have an adverse effect on our competitive

advantage in attracting trade show and convention, conference and meeting attendees. Major competitors in Las Vegas continue to implement and evaluate opportunities to expand casino, hotel and convention offerings.

Retail Mall Operations

We own and operate retail malls at our Integrated Resorts at The Venetian Macao, Sands Cotai Central, The Parisian Macao, The Plaza Macao and Four Seasons Hotel Macao, Sands Macao, Marina Bay Sands and Sands Bethlehem. Upon completion of all phases of Sands Cotai Central's renovation, rebranding and expansion to The Londoner Macao, we will own approximately 3.0 million square feet of gross retail space. As further described in "Agreements Relating to the Malls in Las Vegas" below, the Grand Canal Shoppes were sold to GGP and are not owned or operated by us. Management believes being in the retail mall business and, specifically, owning some of the largest retail properties in Asia will provide meaningful value for us, particularly as the retail market in Asia continues to grow.

Our malls are designed to complement our other unique amenities and service offerings provided by our Integrated Resorts. Our strategy is to seek out desirable tenants that appeal to our customers and provide a wide variety of shopping options. We generate our mall revenue primarily from leases with tenants through base minimum rents, coverage rents and reimbursements for common area maintenance ("CAM") and other expenditures. For further information related to the financial performance of our malls, see "Part II — Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations."

The tables below set forth certain information regarding our mall operations on the Cotai Strip and at Marina Bay Sands as of December 31, 2018. These tables do not reflect subsequent activity in 2019.

Mall Name	Total GLA ⁽¹⁾	Selected Significant Tenants
Shoppes at Venetian.....	813,376 ⁽²⁾	Zara, Victoria's Secret, Uniqlo, Piaget, Rolex, H&M, Michael Kors, Bvlgari, Chanel Beauté, Lulu Lemon
Shoppes at Cotai Central	519,681 ⁽³⁾	Marks & Spencer, Kid's Cavern, Zara, Under Armour, Omega, Nike, Chow Tai Fook, Lady M, Apple
Shoppes at Parisian.....	295,915	Alexander McQueen, Isabel Marant, Lanvin, Maje, Sandro, Zadig & Voltaire, Paul Smith
Shoppes at Four Seasons	241,548	Cartier, Chanel, Louis Vuitton, Hermès, Gucci, Dior, Versace, Zegna, Berluti, Loro Piana, Saint Laurent Paris
The Shoppes at Marina Bay Sands	606,362 ⁽⁴⁾	Louis Vuitton, Chanel, Prada, Gucci, Zara, Burberry, Dior, Cartier, Moncler, Hermès, Armani, Dolce & Gabbana

(1) Represents Gross Leasable Area in square feet.

(2) Excludes approximately 130,000 square feet of space on the fifth floor currently not on the market for lease.

(3) The Shoppes at Cotai Central will feature up to an estimated 600,000 square feet of gross leasable area upon completion of all phases of Sands Cotai Central's renovation, rebranding and expansion to The Londoner Macao.

(4) Excludes approximately 153,000 square feet of space operated by the Company.

The following table reflects our tenant representation by category for our mall operations as of December 31, 2018:

Category	Square Feet	% of Square Feet	Representative Tenants
Fashion (luxury, women's, men's, mixed)	863,721	38%	Louis Vuitton, Dior, Gucci, Versace, Chanel, Fendi, Hermès
Restaurants and lounges	422,546	18%	Barbui, Lei Garden, Ce La Vi, North, Café Deco
Multi-Brands	251,247	11%	Duty Free Americas, The Atrium
Fashion accessories and footwear	164,017	7%	Cosch, Salvatore Ferragamo, Tumi, Rimowa, Michael Kors, Stuart Weitzman
Lifestyle, sports and entertainment	192,957	8%	Manchester United, Adidas, Ferrari, Lululemon, Under Armour
Jewelry	167,050	7%	Bvlgari, Omega, Cartier, Rolex, Tiffany & Co.
Health and beauty	84,281	4%	Sephora, The Body Shop, Sa Sa
Banks and services	46,278	2%	Bank of China, ICBC
Home furnishing and electronics	46,016	2%	Apple, Samsung, Zara Home
Specialty foods	39,336	2%	Godiva, Cold Storage Specialty, Haagen Dazs, Venchi
Arts and gifts	15,832	1%	Emporio di Gondola
Total	<u>2,293,281</u>	<u>100%</u>	

Advertising and Marketing

We advertise in many types of media, including television, Internet (including search engines, e-mail, online advertising and social media), radio, newspapers, magazines and other out-of-home advertising (including billboards), to promote general market awareness of our properties as unique leisure, business and convention destinations due to our first-class hotels, casinos, retail stores, restaurants and other amenities. We actively engage in direct marketing as allowed in various geographic regions.

We maintain websites to allow our customers to make room and/or restaurant reservations, purchase show tickets and provide feedback. We also continue to enhance and expand our use of digital marketing and social media to promote our Integrated Resorts, events and special offers, cultivate customer relationships and provide information and updates regarding our corporate citizenship efforts, including our sustainability and corporate giving programs.

Development Projects

We are constantly evaluating opportunities to improve our product offerings, such as refreshing our meeting and convention facilities, suites and rooms, retail malls, restaurant and nightlife mix and our gaming areas, as well as other revenue generating additions to our Integrated Resorts.

Macao

We previously announced the renovation, expansion and rebranding of the Sands Cotai Central into a new destination Integrated Resort, The Londoner Macao, by adding extensive thematic elements both externally and internally. The Londoner Macao will feature new attractions and features from London, including some of London's most recognizable landmarks, and expanded retail and food and beverage venues. We will add approximately 370 luxury suites in the St. Regis Tower Suites Macao. Design work is nearing completion and construction is being initiated and will be phased to minimize disruption during the property's peak periods. We expect the additional St. Regis Tower Suites Macao to be completed in 2020 and The Londoner Macao project to be completed in phases throughout 2020 and 2021.

We also previously announced the Four Seasons Tower Suites Macao, which will feature approximately 290 additional premium quality suites. We have completed the structural work of the tower and have commenced preliminary build out of the suites. We expect the project to be completed in the first quarter of 2020.

We anticipate the total costs associated with these development projects to be approximately \$2.2 billion. The ultimate costs and completion dates for these projects are subject to change as we finalize our planning and design work and complete the projects. See "Item 1A—Risk Factors—Risk Factors—*There are significant risks associated with our construction projects, which could have a material adverse effect on our financial condition, results of operations and cash flows.*"

United States

We began constructing a high-rise residential condominium tower (the "Las Vegas Condo Tower"), located on the Las Vegas Strip within The Venetian Resort Las Vegas. In 2008, we suspended construction activities for the project due to reduced demand for Las Vegas Strip condominiums and the overall decline in general economic conditions. We continue to evaluate the highest return opportunity for the project. The impact of the suspension on the estimated overall cost of the project is currently not determinable with certainty. Should management decide to abandon the project, we could record a charge for some portion of the \$129 million in capitalized construction costs (net of depreciation) as of December 31, 2018.

Other

We continue to evaluate additional development projects in each of our markets and pursue new development opportunities globally.

Regulation and Licensing

Macao Concession and Our Subconcession

In June 2002, the Macao government granted one of three concessions to operate casinos in Macao to Galaxy. During December 2002, we entered into a subconcession agreement with Galaxy, which was approved by the Macao government. The subconcession agreement allows us to develop and operate certain casino projects in Macao, including Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Hotel Macao, Sands Cotai Central and The Parisian Macao, separately from Galaxy. Under the subconcession agreement, we are obligated to operate casino games of chance or games of other forms in Macao. We were also obligated to develop and open The Venetian Macao and a convention center by December 2007, and we were required to invest, or cause to be invested, at least 4.4 billion patacas (approximately \$548 million at exchange rates in effect at the time of the transaction) in various development projects in Macao by June 2009, which obligations we have fulfilled.

If the Galaxy concession is terminated for any reason, our subconcession will remain in effect. The subconcession may be terminated by agreement between Galaxy and us. Galaxy is not entitled to terminate the subconcession unilaterally; however, the Macao government, after consultation with Galaxy, may terminate the subconcession under certain circumstances. Galaxy has developed, and may continue to develop, hotel and casino projects separately from us.

According to the Macao gaming regulatory framework, 10.0% of each subconcessionaire's issued share capital must be held by its managing director, who must be appointed by the applicable subconcessionaire and must be a permanent Macao resident. Mr. Antonio Ferreira is the appointed managing director of Venetian Macao Limited ("VML") and a permanent Macao resident. Mr. Ferreira holds 10.0% of VML's issued share capital subject to a usufruct agreement entered into with Venetian Venture Development Intermediate Limited ("VVDIL"), the immediate parent company of VML and a wholly owned subsidiary of SCL. The usufruct provides that VVDIL has the sole and exclusive benefit of the 10.0% of VML's issued share capital held by Mr. Ferreira. Mr. Ferreira has no economic interest in VML and receives no distributions.

We are subject to licensing and control under applicable Macao law and are required to be licensed by the Macao gaming authorities to operate a casino. We must pay periodic and regular fees and taxes, and our gaming license is not transferable. We must periodically submit detailed financial and operating reports to the Macao gaming authorities and furnish any other information the Macao gaming authorities may require. No person may acquire any rights over the shares or assets of VML, SCL's wholly owned subsidiary, without first obtaining the approval of the Macao gaming

authorities. Similarly, no person may enter into possession of its premises or operate them through a management agreement or any other contract or through step in rights without first obtaining the approval of, and receiving a license from, the Macao gaming authorities. The transfer or creation of encumbrances over ownership of shares representing the share capital of VML or other rights relating to such shares, and any act involving the granting of voting rights or other stockholders' rights to persons other than the original owners, would require the approval of the Macao government and the subsequent report of such acts and transactions to the Macao gaming authorities.

Our subconcession agreement requires, among other things: (i) approval of the Macao government for transfers of shares in VML, or of any rights over or inherent to such shares, including the grant of voting rights or other stockholder's rights to persons other than the original owners, as well as for the creation of any charge, lien or encumbrance on such shares; (ii) approval of the Macao government for transfers of shares, or of any rights over such shares, in any of our direct or indirect stockholders, provided that such shares or rights are directly or indirectly equivalent to an amount that is equal to or higher than 5% of VML's share capital; and (iii) that the Macao government be given notice of the creation of any encumbrance or the grant of voting rights or other stockholder's rights to persons other than the original owners on shares in any of the direct or indirect stockholders in VML, provided that such shares or rights are equivalent to an amount that is equal to or higher than 5% of VML's share capital. The requirements in provisions (ii) and (iii) above will not apply, however, to securities listed as tradable on a stock exchange.

The Macao gaming authorities may investigate any individual who has a material relationship to, or material involvement with, us to determine whether our suitability and/or financial capacity is affected by this individual. LVSC and SCL shareholders with 5% or more of the share capital, directors and some of our key employees must apply for and undergo a finding of suitability process and maintain due qualification during the subconcession term, and accept the persistent and long-term inspection and supervision exercised by the Macao government. VML is required to notify the Macao government immediately should VML become aware of any fact that may be material to the appropriate qualification of any shareholder who owns 5% of the share capital, or any officer, director or key employee. Changes in licensed positions must be reported to the Macao gaming authorities, and in addition to their authority to deny an application for a finding of suitability or licensure, the Macao gaming authorities have jurisdiction to disapprove a change in corporate position. If the Macao gaming authorities were to find one of our officers, directors or key employees unsuitable for licensing, we would have to sever all relationships with that person. In addition, the Macao gaming authorities may require us to terminate the employment of any person who refuses to file appropriate applications.

Any person who fails or refuses to apply for a finding of suitability after being ordered to do so by the Macao gaming authorities may be found unsuitable. Any stockholder found unsuitable who holds, directly or indirectly, any beneficial ownership of the common stock of a company incorporated in Macao and registered with the Macao Companies and Moveable Assets Registrar (a "Macao registered corporation") beyond the period of time prescribed by the Macao gaming authorities may lose their rights to the shares. We will be subject to disciplinary action if, after we receive notice that a person is unsuitable to be a stockholder or to have any other relationship with us, we:

- * pay that person any dividend or interest upon its shares;
- * allow that person to exercise, directly or indirectly, any voting right conferred through shares held by that person;
- * pay remuneration in any form to that person for services rendered or otherwise; or
- * fail to pursue all lawful efforts to require that unsuitable person to relinquish its shares.

The Macao gaming authorities also have the authority to approve all persons owning or controlling the stock of any corporation holding a gaming license.

In addition, the Macao gaming authorities require prior approval for the creation of liens and encumbrances over VML's assets and restrictions on stock in connection with any financing.

The Macao gaming authorities must give their prior approval to changes in control of VML through a merger, consolidation, stock or asset acquisition, management or consulting agreement or any act or conduct by any person whereby he or she obtains control. Entities seeking to acquire control of a Macao registered corporation must satisfy the Macao gaming authorities concerning a variety of stringent standards prior to assuming control. The Macao gaming authorities may also require controlling stockholders, officers, directors and other persons having a material relationship

or involvement with the entity proposing to acquire control, to be investigated and licensed as part of the approval process of the transaction.

The Macao gaming authorities may consider some management opposition to corporate acquisitions, repurchases of voting securities and corporate defense tactics affecting Macao gaming licensees, and the Macao registered corporations affiliated with such operations, to be injurious to stable and productive corporate gaming.

The Macao gaming authorities also have the power to supervise gaming licensees in order to:

- assure the financial stability of corporate gaming operators and their affiliates;
- preserve the beneficial aspects of conducting business in the corporate form; and
- promote a neutral environment for the orderly governance of corporate affairs.

The subconcession agreement requires the Macao gaming authorities' prior approval of any recapitalization plan proposed by VML's Board of Directors. The Chief Executive of Macao could also require VML to increase its share capital if he deemed it necessary.

The Macao government also has the right, after consultation with Galaxy, to unilaterally terminate the subconcession agreement at any time upon the occurrence of specified events of default, including:

- the operation of gaming without permission or operation of business that does not fall within the business scope of the subconcession;
- the suspension of operations of our gaming business in Macao without reasonable grounds for more than seven consecutive days or more than fourteen non-consecutive days within one calendar year;
- the unauthorized transfer of all or part of our gaming operations in Macao;
- the failure to pay taxes, premiums, levies or other amounts payable to the Macao government;
- the failure to resume operations following the temporary assumption of operations by the Macao government;
- the repeated opposition to supervision and inspection or the repeated failure to comply with decisions of the Macao government, namely of the Macao gaming authorities;
- the failure to provide or supplement the guarantee deposit or the guarantees specified in the subconcession within the prescribed period;
- the bankruptcy or insolvency of VML;
- fraudulent activity by VML;
- serious and repeated violation by VML of the applicable rules for carrying out casino games of chance or games of other forms or the operation of casino games of chance or games of other forms;
- the grant to any other person of any managing power over VML; or
- the failure by a controlling shareholder in VML to dispose of its interest in VML following notice from the gaming authorities of another jurisdiction in which such controlling shareholder is licensed to operate casino games of chance to the effect that such controlling shareholder can no longer own shares in VML.

In addition, we must comply with various covenants and other provisions under the subconcession, including obligations to:

- ensure the proper operation and conduct of casino games;
- employ people with appropriate qualifications;
- operate and conduct casino games of chance in a fair and honest manner without the influence of criminal activities;
- safeguard and ensure Macao's interests in tax revenue from the operation of casinos and other gaming areas; and

- maintain a specified level of insurance.

The subconcession agreement also allows the Macao government to request various changes in the plans and specifications of our Macao properties and to make various other decisions and determinations that may be binding on us. For example, the Macao government has the right to require that we contribute additional capital to our Macao subsidiaries or that we provide certain deposits or other guarantees of performance in any amount determined by the Macao government to be necessary. VML is limited in its ability to raise additional capital by the need to first obtain the approval of the Macao gaming and governmental authorities before raising certain debt or equity.

If our subconcession is terminated in the event of a default, the casinos and gaming-related equipment would be automatically transferred to the Macao government without compensation to us and we would cease to generate any revenues from these operations. In many of these instances, the subconcession agreement does not provide a specific cure period within which any such events may be cured and, instead, we would rely on consultations and negotiations with the Macao government to give us an opportunity to remedy any such default.

The Sands Macao, The Venetian Macao, The Plaza Macao and Four Seasons Hotel Macao, Sands Cotai Central and The Parisian Macao are being operated under our subconcession agreement. This subconcession excludes the following gaming activities: mutual bets, lotteries, raffles, interactive gaming and games of chance or other gaming, betting or gambling activities on ships or planes. Our subconcession is exclusively governed by Macao law. We are subject to the exclusive jurisdiction of the courts of Macao in case of any dispute or conflict relating to our subconcession.

Our subconcession agreement expires on June 26, 2022. Unless our subconcession is extended, on that date, the casinos and gaming-related equipment will automatically be transferred to the Macao government without compensation to us and we will cease to generate any revenues from these operations. Beginning on December 26, 2017, the Macao government may redeem our subconcession by giving us at least one-year prior notice and by paying us fair compensation or indemnity.

Under our subconcession, we are obligated to pay to the Macao government an annual premium with a fixed portion and a variable portion based on the number and type of gaming tables employed and gaming machines operated by us. The fixed portion of the premium is equal to 30 million patacas (approximately \$4 million at exchange rates in effect on December 31, 2018). The variable portion is equal to 300,000 patacas per gaming table reserved exclusively for certain kinds of games or players, 150,000 patacas per gaming table not so reserved and 1,000 patacas per electrical or mechanical gaming machine, including slot machines (approximately \$37,195, \$18,598 and \$124, respectively, at exchange rates in effect on December 31, 2018), subject to a minimum of 45 million patacas (approximately \$6 million at exchange rates in effect on December 31, 2018). We also have to pay a special gaming tax of 35% of gross gaming revenues and applicable withholding taxes. We must also contribute 4% of our gross gaming revenue to utilities designated by the Macao government, a portion of which must be used for promotion of tourism in Macao. This percentage may be subject to change in the future.

Currently, the gaming tax in Macao is calculated as a percentage of gross gaming revenue; however, unlike Nevada, gross gaming revenue does not include deductions for credit losses. As a result, if we extend credit to our customers in Macao and are unable to collect on the related receivables from them, we have to pay taxes on our winnings from these customers even though we were unable to collect on the related receivables. If the laws are not changed, our business in Macao may not be able to realize the full benefits of extending credit to our customers.

In August 2018, we received an additional exemption from Macao's corporate income tax on profits generated by the operation of casino games of chance for the period of January 1, 2019 through June 26, 2022, the date our subconcession agreement expires. We entered into an agreement with the Macao government effective through the end of 2018 that provided for an annual payment of 42 million patacas (approximately \$5 million at exchange rates in effect on December 31, 2018) as a substitution for a 12% tax otherwise due from VML shareholders on dividend distributions. In September 2018, we requested an additional agreement with the Macao government through June 26, 2022, to correspond to the expiration of the income tax exemption for gaming operations; however, there is no assurance we will receive the additional agreement.

Development Agreement with Singapore Tourism Board

On August 23, 2006, our wholly owned subsidiary, Marina Bay Sands Pte. Ltd. ("MBS"), entered into a development agreement, as amended by a supplementary agreement on December 11, 2009 (the "Development

Agreement"), with the STB to design, develop, construct and operate the Marina Bay Sands. The Development Agreement includes a concession for MBS to own and operate a casino within the Integrated Resort. In addition to the casino, the Integrated Resort includes, among other amenities, a hotel, a retail complex, a convention center and meeting room complex, theaters, restaurants and an art/science museum. MBS is one of two companies awarded a concession to operate a casino in Singapore. Under the Request for Proposal, the Exclusivity Period provides that only two licensees will be granted the right to operate a casino in Singapore during an initial ten-year period, which expired on February 28, 2017. In connection with entering into the Development Agreement, MBS entered into a 60-year lease with the STB for the parcels underlying the project site and entered into an agreement with the Land Transport Authority of Singapore for the provision of necessary infrastructure for rapid transit systems and road works within and/or outside the project site. During the Exclusivity Period, the Company, which is currently the 100% indirect shareholder of MBS, must continue to be the single largest entity with direct or indirect controlling interest of at least 20% in MBS, unless otherwise approved by the CRA.

The term of the casino concession provided under the Development Agreement is for 30 years commencing from the date the Development Agreement was entered into, or August 23, 2006. In order to renew the casino concession, MBS must give notice to the STB and other relevant authorities in Singapore at least five years before its expiration in August 2036. The Singapore government may terminate the casino concession prior to its expiration in order to serve the best interests of the public, in which event fair compensation will be paid to MBS.

On April 26, 2010, MBS was issued a casino license for a three-year period, which required payment of a license fee of SGD 38 million (approximately \$27 million at exchange rates in effect at the time of the transaction). On April 19, 2013 and April 19, 2016, MBS was granted a license for a further three-year period expiring on April 25, 2016 and April 25, 2019, respectively, which required payment of SGD 57 million and SGD 66 million, respectively (approximately \$46 million and \$47 million, respectively, at exchange rates in effect at the time of the transaction) as part of the renewal process. The license is renewable upon submitting a renewal application, paying the applicable fee and meeting the renewal requirements as determined by the CRA. We have filed a renewal application and believe we meet the renewal requirements as determined by the CRA; however, no assurance can be given the license renewal will be granted or for what period of time it will be granted.

The Development Agreement contains, among other things, restrictions limiting the use of the leased land to the development and operation of the project, requirements that MBS obtain prior approval from the STB in order to subdivide the hotel and retail components of the project, and prohibitions on any such subdivision during the Exclusivity Period. The Development Agreement also contains provisions relating to the construction of the project and associated deadlines for substantial completion and opening; the location of the casino within the project site and casino licensing issues; insurance requirements; and limitations on MBS' ability to assign the lease or sub-lease any portion of the land during the Exclusivity Period. In addition, the Development Agreement contains events of default, including, among other things, the failure of MBS to perform its obligations under the Development Agreement and events of bankruptcy or dissolution.

The Development Agreement required MBS to invest at least SGD 3.85 billion (approximately \$2.42 billion at exchange rates in effect at the time of the transaction) in the Integrated Resort, which was to be allocated in specified amounts among the casino, hotel, food and beverage outlets, retail areas, meeting, convention and exhibition facilities, key attractions, entertainment venues and public areas. This minimum investment requirement has been fulfilled.

Employees whose job duties relate to the operations of the casino are required to be licensed by the relevant authorities in Singapore. MBS also must comply with comprehensive internal control standards or regulations concerning advertising; branch office operations; the location, floor plans and layout of the casino; casino operations including casino-related financial transactions and patron disputes; issuance of credit and collection of debt; relationships with and permitted payments to gaming promoters; security and surveillance; casino access by Singaporeans and non-Singaporeans; compliance functions and the prevention of money laundering; periodic standard and other reports to the CRA; and those relating to social controls including the exclusion of certain persons from the casino.

There is a goods and services tax of 7% imposed on gross gaming revenue and a casino tax of 15% imposed on the gross gaming revenue from the casino after reduction for the amount of goods and services tax, except in the case of gaming by premium players, in which case a casino tax of 5% is imposed on the gross gaming revenue generated from such players after reduction for the amount of the goods and services tax. The casino tax rates will not be changed for a period of 15 years from March 1, 2007. The casino tax is deductible against the Singapore corporate taxable

income of MBS. The provision for bad debts arising from the extension of credit granted to gaming patrons is not deductible against gross gaming revenue when calculating the casino tax, but is deductible for the purposes of calculating corporate income tax and the goods and services tax (subject to the prevailing law). MBS is permitted to extend casino credit to persons who are not Singapore citizens or permanent residents, but is not permitted to extend casino credit to Singapore citizens or permanent residents except to premium players.

The key constraint imposed on the casino under the Development Agreement is the total size of the gaming area, which must not be more than 15,000 square meters (approximately 161,000 square feet). The following are not counted towards the gaming area: back of house facilities, reception, restrooms, food and beverage areas, retail shops, stairs, escalators and lift lobbies leading to the gaming area, aesthetic and decorative displays, performance areas and major aisles. The casino located within Marina Bay Sands may not have more than 2,500 gaming machines, but there is no limit on the number of tables for casino games permitted in the casino.

On January 31, 2013, certain amendments to the Casino Control Act (the "Singapore Act") became effective. Among the changes introduced by these amendments is a revision of the maximum financial penalty that may be imposed on a casino operator by way of disciplinary action on a number of grounds, including contravention of a provision of the Singapore Act or a condition of the casino license. Under the amended provisions, a casino operator may be subject to a financial penalty, for each ground of disciplinary action, of a sum not exceeding 10% of the annual gross gaming revenue (as defined in the Singapore Act) of the casino operator for the financial year immediately preceding the date the financial penalty is imposed.

The amendments to the Singapore Act also included an introduction of an additional factor to be considered by the CRA in determining future applications and/or renewals for a casino license. Applicants are required to be a suitable person to develop, maintain and promote the Integrated Resort as a compelling tourist destination that meets prevailing market demand and industry standards and contributes to the tourism industry in Singapore. The Singapore government has established an evaluation panel that will assess applicants and report to the CRA on this aspect of the casino licensing requirements. We believe MBS' iconic tourist destination in Singapore and the Far East is well-established at this time.

State of Nevada

The ownership and operation of casino gaming facilities in the State of Nevada are subject to the Nevada Gaming Control Act and the regulations promulgated thereunder (collectively, the "Nevada Act") and various local regulations. Our gaming operations are also subject to the licensing and regulatory control of the Nevada Gaming Commission (the "Nevada Commission"), the Nevada Gaming Control Board (the "Nevada Board") and the Clark County Liquor and Gaming Licensing Board (the "CCLGLE" and together with the Nevada Commission and the Nevada Board, the "Nevada Gaming Authorities").

The laws, regulations and supervisory procedures of the Nevada Gaming Authorities are based upon declarations of public policy that are concerned with, among other things:

- the prevention of unsavory or unsuitable persons from having a direct or indirect involvement with gaming at any time or in any capacity;
- the establishment and maintenance of responsible accounting practices and procedures;
- the maintenance of effective controls over the financial practices of licensees, including establishing minimum procedures for internal fiscal affairs and the safeguarding of assets and revenues, providing reliable record-keeping and requiring the filing of periodic reports with the Nevada Gaming Authorities;
- the prevention of cheating and fraudulent practices; and
- the establishment of a source of state and local revenues through taxation and licensing fees.

Any change in such laws, regulations and procedures could have an adverse effect on our Las Vegas operations.

Las Vegas Sands, LLC ("LVSLLC") is licensed by the Nevada Gaming Authorities to operate the resort hotel as set forth in the Nevada Act. The gaming license requires the periodic payment of fees and taxes and is not transferable. LVSLLC is also registered as an intermediary company of Venetian Casino Resort, LLC ("VCR"). VCR is licensed as a manufacturer and distributor of gaming devices and as a key employee of LVSLLC. LVSLLC and VCR are collectively referred to as the "licensed subsidiaries." LVSC is registered with the Nevada Commission as a publicly traded

corporation (the "registered corporation"). As such, we must periodically submit detailed financial and operating reports to the Nevada Gaming Authorities and furnish any other information the Nevada Gaming Authorities may require. No person may become a stockholder of, or receive any percentage of the profits from, the licensed subsidiaries without first obtaining licenses and approvals from the Nevada Gaming Authorities. Additionally, the CCLGLB has taken the position it has the authority to approve all persons owning or controlling the stock of any corporation controlling a gaming licensee. We, and the licensed subsidiaries, possess all state and local government registrations, approvals, permits and licenses required in order for us to engage in gaming activities at The Venetian Resort Las Vegas.

The Nevada Gaming Authorities may investigate any individual who has a material relationship to or material involvement with us or the licensed subsidiaries to determine whether such individual is suitable or should be licensed as a business associate of a gaming licensee. Officers, directors and certain key employees of the licensed subsidiaries must file applications with the Nevada Gaming Authorities and may be required to be licensed by the Nevada Gaming Authorities. Our officers, directors and key employees who are actively and directly involved in the gaming activities of the licensed subsidiaries may be required to be licensed or found suitable by the Nevada Gaming Authorities.

The Nevada Gaming Authorities may deny an application for licensing or a finding of suitability for any cause they deem reasonable. A finding of suitability is comparable to licensing; both require submission of detailed personal and financial information followed by a thorough investigation. The applicant for licensing or a finding of suitability, or the gaming licensee by whom the applicant is employed or for whom the applicant serves, must pay all the costs of the investigation. Changes in licensed positions must be reported to the Nevada Gaming Authorities, and in addition to their authority to deny an application for a finding of suitability or licensure, the Nevada Gaming Authorities have jurisdiction to disapprove a change in a corporate position.

If the Nevada Gaming Authorities were to find an officer, director or key employee unsuitable for licensing or to have an inappropriate relationship with us or the licensed subsidiaries, we would have to sever all relationships with such person. In addition, the Nevada Commission may require us or the licensed subsidiaries to terminate the employment of any person who refuses to file appropriate applications. Determinations of suitability or questions pertaining to licensing are not subject to judicial review in Nevada.

We, and the licensed subsidiaries, are required to submit periodic detailed financial and operating reports to the Nevada Commission. Substantially all of our and our licensed subsidiaries' material loans, leases, sales of securities and similar financing transactions must be reported to or approved by the Nevada Commission.

If it were determined we or a licensed subsidiary violated the Nevada Act, the registration and gaming licenses we then hold could be limited, conditioned, suspended or revoked, subject to compliance with certain statutory and regulatory procedures. In addition, we and the persons involved could be subject to substantial fines for each separate violation of the Nevada Act at the discretion of the Nevada Commission. Further, a supervisor could be appointed by the Nevada Commission to operate the casinos, and, under certain circumstances, earnings generated during the supervisor's appointment (except for the reasonable rental value of the casinos) could be forfeited to the State of Nevada. Limitation, conditioning or suspension of any gaming registration or license or the appointment of a supervisor could (and revocation of any gaming license would) have a material adverse effect on our gaming operations.

Any beneficial holder of our voting securities, regardless of the number of shares owned, may be required to file an application, be investigated, and have its suitability as a beneficial holder of our voting securities determined if the Nevada Commission has reason to believe such ownership would otherwise be inconsistent with the declared policies of the State of Nevada. The applicant must pay all costs of investigation incurred by the Nevada Gaming Authorities in conducting any such investigation.

The Nevada Act requires any person who acquires more than 5% of our voting securities to report the acquisition to the Chairman of the Nevada Board. The Nevada Act requires beneficial owners of more than 10% of our voting securities apply to the Nevada Commission for a finding of suitability within thirty days after the Chairman of the Nevada Board mails the written notice requiring such filing. Under certain circumstances, an "institutional investor" as defined in the Nevada Act, which acquires more than 10%, but not more than 25%, of our voting securities (subject to certain additional holdings as a result of certain debt restructurings), may apply to the Nevada Commission for a waiver of such finding of suitability if such institutional investor holds the voting securities only for investment purposes. Additionally, an institutional investor that has been granted such a waiver may acquire more than 25% but not more than 29% of our voting securities if such additional ownership results from a stock re-purchase program and such

institutional investor does not purchase or otherwise acquire any additional voting securities that would result in an increase in its ownership percentage.

An institutional investor will be deemed to hold voting securities only for investment purposes if it acquires and holds the voting securities in the ordinary course of business as an institutional investor and not for the purpose of causing, directly or indirectly, the election of a majority of the members of our Board of Directors, any change in our corporate charter, by-laws, management, policies or our operations or any of our gaming affiliates, or any other action the Nevada Commission finds to be inconsistent with holding our voting securities only for investment purposes.

Activities deemed consistent with holding voting securities only for investment purposes include:

- voting on all matters voted on by stockholders;
- making financial and other inquiries of management of the type normally made by securities analysts for informational purposes and not to cause a change in management, policies or operations; and
- such other activities as the Nevada Commission may determine to be consistent with such investment intent.

If the beneficial holder of voting securities who must be found suitable is a corporation, partnership or trust, it must submit detailed business and financial information including a list of beneficial owners. The applicant is required to pay all costs of investigation.

Any person who fails or refuses to apply for a finding of suitability or a license within thirty days after being ordered to do so by the Nevada Commission or the Chairman of the Nevada Board may be found unsuitable. The same restrictions apply to a record owner if the record owner, after request, fails to identify the beneficial owner. Any stockholder found unsuitable who holds, directly or indirectly, any beneficial ownership of the common stock of a registered corporation beyond such period of time as may be prescribed by the Nevada Commission may be guilty of a criminal offense. We are subject to disciplinary action if, after we receive notice that a person is unsuitable to be a stockholder or to have any other relationship with us or a licensed subsidiary, we, or any of the licensed subsidiaries:

- pay that person any dividend or interest upon any voting securities;
- allow that person to exercise, directly or indirectly, any voting right conferred through securities held by that person;
- pay remuneration in any form to that person for services rendered or otherwise; or
- fail to pursue all lawful efforts to require such unsuitable person to relinquish his or her voting securities including, if necessary, the purchase for cash at fair market value.

Our charter documents include provisions intended to help us comply with these requirements.

The Nevada Commission may, in its discretion, require the holder of any debt security of a registered corporation to file an application, be investigated and be found suitable to own the debt security of such registered corporation. If the Nevada Commission determines a person is unsuitable to own such security, then pursuant to the Nevada Act, the registered corporation can be sanctioned, including the loss of its approvals, if without the prior approval of the Nevada Commission, it:

- pays to the unsuitable person any dividend, interest, or any distribution whatsoever;
- recognizes any voting right by such unsuitable person in connection with such securities; or
- pays the unsuitable person remuneration in any form.

We are required to maintain a current stock ledger in Nevada that may be examined by the Nevada Gaming Authorities at any time. If any securities are held in trust by an agent or by a nominee, the record holder may be required to disclose the identity of the beneficial owner to the Nevada Gaming Authorities and we are also required to disclose the identity of the beneficial owner to the Nevada Gaming Authorities. A failure to make such disclosure may be grounds for finding the record holder unsuitable. We are also required to render maximum assistance in determining the identity of the beneficial owner.

We cannot make a public offering of any securities without the prior approval of the Nevada Commission if the securities or the proceeds from the offering are intended to be used to construct, acquire or finance gaming facilities

in Nevada, or to retire or extend obligations incurred for such purposes. On November 15, 2018, the Nevada Commission granted us prior approval to make public offerings for a period of three years, subject to certain conditions (the "shelf approval"). The shelf approval, however, may be rescinded for good cause without prior notice upon the issuance of an interlocutory stop order by the Chairman of the Nevada Board. The shelf approval does not constitute a finding, recommendation, or approval by the Nevada Commission or the Nevada Board as to the investment merits of any securities offered under the shelf approval. Any representation to the contrary is unlawful.

Changes in our control through a merger, consolidation, stock or asset acquisition, management or consulting agreement, or any act or conduct by any person whereby he or she obtains control, shall not occur without the prior approval of the Nevada Commission. Entities seeking to acquire control of a registered corporation must satisfy the Nevada Board and the Nevada Commission concerning a variety of stringent standards prior to assuming control of such registered corporation. The Nevada Commission may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control, to be investigated and licensed as part of the approval process of the transaction.

The Nevada legislature has declared that some corporate acquisitions opposed by management, repurchases of voting securities and corporate defense tactics affecting Nevada gaming licensees, and registered corporations that are affiliated with those operations, may be injurious to stable and productive corporate gaming. The Nevada Commission has established a regulatory scheme to ameliorate the potentially adverse effects of these business practices upon Nevada's gaming industry and to further Nevada's policy to:

- assure the financial stability of corporate gaming operators and their affiliates;
- preserve the beneficial aspects of conducting business in the corporate form; and
- promote a neutral environment for the orderly governance of corporate affairs.

Approvals are, in certain circumstances, required from the Nevada Commission before we can make exceptional repurchases of voting securities above the current market price thereof and before a corporate acquisition opposed by management can be consummated.

The Nevada Act also requires prior approval of a plan of recapitalization proposed by the Board of Directors in response to a tender offer made directly to our stockholders for the purposes of acquiring control of the registered corporation.

License fees and taxes, computed in various ways depending upon the type of gaming or activity involved, are payable to the State of Nevada and to Clark County, Nevada. Depending upon the particular fee or tax involved, these fees and taxes are payable monthly, quarterly or annually and are based upon:

- a percentage of the gross revenues received;
- the number of gaming devices operated; or
- the number of table games operated.

The tax on gross revenues received is generally 6.75% for the State of Nevada and 0.55% for Clark County. In addition, an excise tax is paid by us on charges for admission to any facility where certain forms of live entertainment are provided. VCR is also required to pay certain fees and taxes to the State of Nevada as a licensed manufacturer and distributor.

Any person who is licensed, required to be licensed, registered, required to be registered, or under common control with such persons (collectively, "licensees"), and who proposes to become involved in a gaming operation outside of Nevada, is required to deposit with the Nevada Board, and thereafter maintain, a revolving fund in the amount of \$10,000 to pay the expenses of any investigation by the Nevada Board into their participation in such foreign gaming operation. The revolving fund is subject to increase or decrease at the discretion of the Nevada Commission. Thereafter, licensees are also required to comply with certain reporting requirements imposed by the Nevada Act. Licensees are also subject to disciplinary action by the Nevada Commission if they knowingly violate any laws of any foreign jurisdiction pertaining to such foreign gaming operation, fail to conduct such foreign gaming operation in accordance with the standards of honesty and integrity required of Nevada gaming operations, engage in activities harmful to the State of Nevada or its ability to collect gaming taxes and fees, or employ a person in such foreign operation who has

been denied a license or a finding of suitability in Nevada on the ground of personal unsuitability or who has been found guilty of cheating at gambling.

The sale of alcoholic beverages by the licensed subsidiaries on the casino premises and at the Sands Expo Center is subject to licensing, control and regulation by the applicable local authorities. Our licensed subsidiaries have obtained the necessary liquor licenses to sell alcoholic beverages. All licenses are revocable and are not transferable. The agencies involved have full power to limit, condition, suspend or revoke any such licenses, and any such disciplinary action could (and revocation of such licenses would) have a material adverse effect on our operations.

Commonwealth of Pennsylvania

Sands Bethworks Gaming is subject to the rules and regulations promulgated by the Pennsylvania Gaming Control Board ("PaGCB") and the Pennsylvania Department of Revenue, the on-site direction of the Pennsylvania State Police and the requirements of other agencies.

On December 20, 2006, we were awarded one of two Category 2 "at large" gaming licenses available in Pennsylvania, which authorizes a licensee to open with up to 3,000 slot machines and to increase to up to 5,000 slot machines upon approval of the PaGCB, which may not take effect earlier than six months after opening.

In July 2007, we paid a \$50 million licensing fee to the Commonwealth of Pennsylvania and, in August 2007, were issued our gaming license by the PaGCB. Just prior to the opening of the casino at Sands Bethlehem, we were required to make a deposit of \$5 million, which was reduced to \$2 million in January 2010 when the law was amended, to cover weekly withdrawals of our share of the cost of regulation and the amount withdrawn must be replenished weekly.

In February 2010, we submitted a petition to the PaGCB to obtain a table games operation certificate to operate table games at Sands Bethlehem, based on a revision to the law in 2010 that authorized table games. The petition was approved in April 2010, we paid a \$17 million table game licensing fee in May 2010 and were issued a table games certificate in June 2010. Table games operations commenced on July 18, 2010.

We must notify the PaGCB if we become aware of any proposed or contemplated change of control including more than 5% of the ownership interests of Sands Bethworks Gaming or of more than 5% of the ownership interests of any entity that owns, directly or indirectly, at least 20% of Sands Bethworks Gaming, including LVSC. The acquisition by a person or a group of persons acting in concert of more than 20% of the ownership interests of Sands Bethworks Gaming or of any entity that owns, directly or indirectly, at least 20% of Sands Bethworks Gaming, with the exception of the ownership interest of a person at the time of the original licensure when the license fee was paid, would be defined as a change of control under applicable Pennsylvania gaming law and regulations. Upon a change of control, the acquirer of the ownership interests would be required to qualify for licensure and to pay a new license fee of \$50 million or a lesser "change of control" fee as determined by the PaGCB. In December 2007, the PaGCB adopted a \$3 million fee to be assessed on an acquirer in connection with a change in control unless special circumstances dictate otherwise. The PaGCB retains the discretion to eliminate the need for qualification and may reduce the license fee upon a change of control. The PaGCB may provide up to 120 days for any person who is required to apply for a license and who is found not qualified to completely divest the person's ownership interest.

Any person who acquires beneficial ownership of 5% or more of our voting securities will be required to apply to the PaGCB for licensure, obtain licensure and remain licensed. Licensure requires, among other things, that the applicant establish by clear and convincing evidence the applicant's good character, honesty and integrity. Additionally, any trust that holds 5% or more of our voting securities is required to be licensed by the PaGCB and each individual who is a grantor, trustee or beneficiary of the trust is also required to be licensed by the PaGCB. Under certain circumstances and under the regulations of the PaGCB, an "institutional investor" as defined under the regulations of the PaGCB, which acquires beneficial ownership of 5% or more, but less than 10%, of our voting securities, may not be required to be licensed by the PaGCB provided the institutional investor files an Institutional Notice of Ownership Form with the PaGCB Bureau of Licensing and has filed, and remains eligible to file, a statement of beneficial ownership on Schedule 13G with the SEC as a result of this ownership interest. In addition, any beneficial owner of our voting securities, regardless of the number of shares beneficially owned, may be required at the discretion of the PaGCB to file an application for licensure.

In the event a security holder is required to be found qualified and is not found qualified, the security holder may be required by the PaCICB to divest of the interest at a price not exceeding the cost of the interest.

Employees

We directly employ approximately 51,500 employees worldwide and hire additional temporary employees on an as-needed basis. Our employees are not covered by collective bargaining agreements, except as discussed below with respect to certain Sands Expo Center and Sands Bethlehem employees. We believe we have good relations with our employees and any relevant union.

Certain unions have engaged in confrontational and obstructive tactics at some of our properties, including contacting potential customers, tenants and investors, objecting to various administrative approvals and picketing, and may continue these tactics in the future. Although we believe we will be able to operate despite such tactics, no assurance can be given we will be able to do so or the failure to do so would not have a material adverse effect on our financial condition, results of operations and cash flows. Although no assurances can be given, if employees decide to be represented by labor unions, management does not believe such representation would have a material effect on our financial condition, results of operations and cash flows.

Certain culinary personnel are hired from time to time to provide services for trade shows and conventions at Sands Expo Center and are covered under a collective bargaining agreement between Sands Expo Center and the Local Joint Executive Board of Las Vegas, for and on behalf of Culinary Workers Union, Local 226 and Bartenders Union, Local No. 165. This collective bargaining agreement expired in December 2000, but automatically renews on an annual basis. As a result, Sands Expo Center is operating under the terms of the expired bargaining agreement with respect to these employees.

Security officers at Sands Bethlehem voted to be represented by a labor union, the International Union, Security, Police, and Fire Professionals of America. On March 1, 2017, an initial collective bargaining agreement took effect, which includes a no-strike, no-lockout provision. The collective bargaining agreement expires on March 1, 2020.

Intellectual Property

Our intellectual property ("IP") portfolio currently consists of trademarks, copyrights, patents, domain names, trade secrets and other confidential and proprietary information. We believe the name recognition, brand identification and image we have developed through our intellectual properties attract customers to our facilities, drive customer loyalty and contribute to our success. We register and protect our IP in the jurisdictions in which we operate or significantly advertise, as well as in countries in which we may operate in the future or wish to ensure protection of our rights.

Agreements Relating to the Malls in Las Vegas

The Grand Canal Shoppes

In May 2004, we completed the sale of The Grand Canal Shoppes and leased to GGP 19 retail and restaurant spaces on the casino level of The Venetian Las Vegas for 89 years with annual rent of one dollar, and GGP assumed our interest as landlord under the various leases associated with these 19 spaces. In addition, we agreed with GGP to:

- continue to be obligated to fulfill certain lease termination and asset purchase agreements;
- lease the portion of the theater space located within The Grand Canal Shoppes from GGP for a period of 25 years, subject to an additional 50 years of extension options, with initial fixed minimum rent of \$3 million per year;
- lease the gondola retail store and the canal space located within The Grand Canal Shoppes from GGP (and by amendment the extension of the canal space extended into The Shoppes at The Palazzo) for a period of 25 years, subject to an additional 50 years of extension options, with initial fixed minimum rent of \$4 million per year; and
- lease certain office space from GGP for a period of 10 years, subject to an additional 65 years of extension options, with initial annual rent of approximately \$1 million.

The lease payments relating to the theater, the canal space within The Grand Canal Shoppes and the office space from GGP are subject to automatic increases of 5% in the sixth lease year and each subsequent fifth lease year.

The Shoppes at The Palazzo

We contracted to sell The Shoppes at The Palazzo to GGP pursuant to a purchase and sale agreement dated as of April 12, 2004, as amended (the "Amended Agreement"). Under the Amended Agreement, we also leased to GGP certain restaurant and retail space on the casino level of The Palazzo Tower for 89 years with annual rent of one dollar and GGP assumed our interest as landlord under the various space leases associated with these spaces. On June 24, 2011, we reached a settlement with GGP regarding the final purchase price. Under the terms of the settlement, we retained the \$295 million of proceeds previously received and participate in certain potential future revenues earned by GGP.

Cooperation Agreement

Our business plan calls for each of The Venetian Resort Las Vegas, Sands Expo Center and the Grand Canal Shoppes, though separately owned, to be integrally related components of one facility (the "LV Integrated Resort"). In establishing the terms for the integrated operation of these components, the Fourth Amended and Restated Reciprocal Basement, Use and Operating Agreement, dated as of February 29, 2008, by and among Interface Group-Nevada, Inc., Grand Canal Shops II, LLC, Phase II Mall Subsidiary, LLC, VCR, and Palazzo Condo Tower, LLC (the "Cooperation Agreement") sets forth agreements regarding, among other things, encroachments, easements, operating standards, maintenance requirements, insurance requirements, casualty and condemnation, joint marketing, and the sharing of some facilities and related costs. Subject to applicable law, the Cooperation Agreement binds all current and future owners of all portions of the LV Integrated Resort and has priority over the liens securing LVSLLC's senior secured credit facility and in some or all respects any liens that may secure any indebtedness of the owners of any portion of the LV Integrated Resort. Accordingly, subject to applicable law, the obligations in the Cooperation Agreement will "run with the land" if any of the components change hands.

Operating Covenants. The Cooperation Agreement regulates certain aspects of the operation of the LV Integrated Resort. For example, under the Cooperation Agreement, we are obligated to operate The Venetian Resort Las Vegas continuously and to use it exclusively in accordance with standards of first-class Las Vegas Boulevard-style hotels and casinos. We are also obligated to operate and use the Sands Expo Center exclusively in accordance with standards of first-class convention, trade show and exposition centers. The owners of the Grand Canal Shoppes are obligated to operate their property exclusively in accordance with standards of first-class restaurant and retail complexes. For so long as a portion of The Venetian Resort Las Vegas is operated in accordance with a "Venetian" theme, the owner of the Grand Canal Shoppes must operate the section formerly referred to as The Grand Canal Shoppes in accordance with the overall Venetian theme.

Maintenance and Repair. We must maintain The Venetian Resort Las Vegas as well as some common areas and common facilities shared with the Grand Canal Shoppes. The cost of maintenance of all shared common areas and common facilities is to be shared between us and the owners of the Grand Canal Shoppes. We must also maintain, repair and restore Sands Expo Center and certain common areas and common facilities located in Sands Expo Center. The owners of the Grand Canal Shoppes must maintain, repair and restore the Grand Canal Shoppes and certain common areas and common facilities located within.

Insurance. We and the owners of the Grand Canal Shoppes must maintain minimum types and levels of insurance, including property damage, general liability and business interruption insurance. The Cooperation Agreement establishes an insurance trustee to assist in the implementation of the insurance requirements.

Parking. The Cooperation Agreement also addresses issues relating to the use of the LV Integrated Resort's parking facilities and easements for access. The Venetian Resort Las Vegas, Sands Expo Center and the Grand Canal Shoppes may use the parking spaces in the LV Integrated Resort's parking facilities on a "first come, first served" basis. The LV Integrated Resort's parking facilities are owned, maintained and operated by us, with the operating costs proportionately allocated among and/or billed to the owners of the components of the LV Integrated Resort. Each party to the Cooperation Agreement has granted to the others non-exclusive easements and rights to use the roadways and walkways on each other's properties for vehicular and pedestrian access to the parking garages.

Utility Easement. All property owners have also granted each other all appropriate and necessary easement rights to utility lines servicing the LV Integrated Resort.

Consents, Approvals and Disputes. If any current or future party to the Cooperation Agreement has a consent or approval right or has discretion to act or refrain from acting, the consent or approval of such party will only be granted and action will be taken or not taken only if a commercially reasonable owner would do so and such consent, approval, action or inaction would not have a material adverse effect on the property owned by such property owner. The Cooperation Agreement provides for the appointment of an independent expert to resolve some disputes between the parties, as well as for expedited arbitration for other disputes.

Sale of the Grand Canal Shoppes by GGP. We have a right of first offer in connection with any proposed sale of the Grand Canal Shoppes by GGP. We also have the right to receive notice of any default by GGP sent by any lender holding a mortgage on the Grand Canal Shoppes, if any, and the right to cure such default subject to our meeting certain net worth tests.

ITEM 1A. — RISK FACTORS

You should carefully consider the risk factors set forth below as well as the other information contained in this Annual Report on Form 10-K in connection with evaluating the Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also have a material adverse effect on our business, financial condition, results of operations and cash flows. Certain statements in "Risk Factors" are forward-looking statements. See "Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Special Note Regarding Forward-Looking Statements."

Risks Related to Our Business

Our business is particularly sensitive to reductions in discretionary consumer and corporate spending as a result of downturns in the economy.

Consumer demand for hotel/casino resorts, trade shows and conventions and for the type of luxury amenities we offer is particularly sensitive to downturns in the economy and the corresponding impact on discretionary spending. Changes in discretionary consumer spending or corporate spending on conventions and business travel could be driven by many factors, such as: perceived or actual general economic conditions; any weaknesses in the job or housing market; additional credit market disruptions; high energy, fuel and food costs; the increased cost of travel; the potential for bank failures; perceived or actual disposable consumer income and wealth; fears of recession and changes in consumer confidence in the economy; or fears of war and future acts of terrorism. These factors could reduce consumer and corporate demand for the luxury amenities and leisure and business activities we offer, thus imposing additional limits on pricing and harming our operations.

Our business is sensitive to the willingness of our customers to travel. Acts of terrorism, regional political events and developments in the conflicts in certain countries could cause severe disruptions in air travel that reduce the number of visitors to our facilities, resulting in a material adverse effect on our business, financial condition, results of operations and cash flows.

We are dependent on the willingness of our customers to travel. Only a small amount of our business is and will be generated by local residents. Most of our customers travel to reach our Macao, Singapore, Las Vegas and Pennsylvania properties. Acts of terrorism may severely disrupt domestic and international travel, which would result in a decrease in customer visits to Macao, Singapore, Las Vegas and Pennsylvania, including our properties. Regional political events, including those resulting in travelers perceiving areas as unstable or an unwillingness of governments to grant visas, regional conflicts or an outbreak of hostilities or war could have a similar effect on domestic and international travel. Management cannot predict the extent to which disruptions in air or other forms of travel as a result of any further terrorist acts, regional political events, regional conflicts or outbreak of hostilities or war would have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are subject to extensive regulation and the cost of compliance or failure to comply with such regulations that govern our operations in any jurisdiction where we operate may have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are required to obtain and maintain licenses from various jurisdictions in order to operate certain aspects of our business, and we are subject to extensive background investigations and suitability standards in our gaming business. We also will become subject to regulation in any other jurisdiction where we choose to operate in the future. There can be no assurance we will be able to obtain new licenses or renew any of our existing licenses, or if such licenses are obtained, such licenses will not be conditioned, suspended or revoked; and the loss, denial or non-renewal of any of our licenses could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our gaming operations and the ownership of our securities are subject to extensive regulation by the Nevada Commission, the Nevada Board and the CCLGLB. The Nevada Gaming Authorities have broad authority with respect to licensing and registration of our business entities and individuals investing in or otherwise involved with us.

Although we currently are registered with, and LVSLLC and VCR currently hold gaming licenses issued by, the Nevada Gaming Authorities, these authorities may, among other things, revoke the gaming license of any corporate entity or the registration of a registered corporation or any entity registered as a holding company of a corporate licensee for violations of gaming regulations.

In addition, the Nevada Gaming Authorities may, under certain circumstances, revoke the license or finding of suitability of any officer, director, controlling person, stockholder, noteholder or key employee of a licensed or registered entity. If our gaming licenses were revoked for any reason, the Nevada Gaming Authorities could require the closing of our casinos, which would have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, compliance costs associated with gaming laws, regulations or licenses are significant. Any change in the laws, regulations or licenses applicable to our business or gaming licenses could require us to make substantial expenditures or could otherwise have a material adverse effect on our business, financial condition, results of operations and cash flows.

A similar dynamic exists in all jurisdictions where we operate and a regulatory action against one of our operating entities in any gaming jurisdiction could impact our operations in other gaming jurisdictions where we do business.

We are subject to regulations imposed by the Foreign Corrupt Practices Act (the "FCPA"), which generally prohibits U.S. companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. We entered into a comprehensive civil administrative settlement with the SEC on April 7, 2016, and a non-prosecution agreement with the Department of Justice (the "DOJ") on January 19, 2017, which resolve all inquiries related to these government investigations and include ongoing reporting obligations to the DOJ through January 2020. Any violation of the FCPA could have a material adverse effect on our business, financial condition, results of operations and cash flows.

We also deal with significant amounts of cash in our operations and are subject to various reporting and anti-money laundering regulations. Recently, U.S. governmental authorities have evidenced an increased focus on the gaming industry and compliance with anti-money laundering laws and regulations. For instance, we are subject to regulation under the Currency and Foreign Transactions Reporting Act of 1970, commonly known as the "Bank Secrecy Act" ("BSA"), which, among other things, requires us to report to the Financial Crimes Enforcement Network ("FinCEN") certain currency transactions in excess of applicable thresholds and certain suspicious activities where we know, suspect or have reason to suspect such transactions involve funds from illegal activity or are intended to violate federal law or regulations or are designed to evade reporting requirements or have no business or lawful purpose. In addition, under the BSA, we are subject to various other rules and regulations involving reporting, recordkeeping and retention. Our compliance with the BSA is subject to periodic audits by the U.S. Treasury Department, and we may be subject to substantial civil and criminal penalties, including fines, if we fail to comply with applicable regulations. We are also subject to similar regulations in Singapore and Macao, as well as regulations set forth by the gaming authorities in the areas in which we operate. Any such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Any violation of anti-money laundering laws or regulations, or any accusations of money laundering or regulatory investigations into possible money laundering activities, by any of

our properties, employees or customers could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Because we are currently dependent primarily upon our properties in three markets for all of our cash flow, we are subject to greater risks than competitors with more operating properties or that operate in more markets.

We currently do not have material operations other than our Macao, Singapore and Las Vegas properties. As a result, we are primarily dependent upon these properties for all of our cash.

Given our operations are currently conducted primarily at properties in Macao, Singapore and Las Vegas and a large portion of our planned development is in Macao, we will be subject to greater degrees of risk than competitors with more operating properties or that operate in more markets. The risks to which we will have a greater degree of exposure include the following:

- local economic and competitive conditions;
- inaccessibility due to inclement weather, road construction or closure of primary access routes;
- decline in air passenger traffic due to higher ticket costs or fears concerning air travel;
- changes in local and state governmental laws and regulations, including gaming laws and regulations;
- natural or man-made disasters, outbreaks of infectious diseases, terrorist activity or war;
- changes in the availability of water; and
- a decline in the number of visitors to Macao, Singapore or Las Vegas.

We depend on the continued services of key managers and employees. If we do not retain our key personnel or attract and retain other highly skilled employees, our business will suffer.

Our ability to maintain our competitive position is dependent to a large degree on the services of our senior management team, including Sheldon G. Adelson, Robert G. Goldstein and Patrick Dumont. The loss of their services or the services of our other senior managers, or the inability to attract and retain additional senior management personnel could have a material adverse effect on our business.

The interests of our principal stockholder in our business may be different from yours.

Mr. Adelson, his family members and trusts and other entities established for the benefit of Mr. Adelson and/or his family members (Mr. Adelson, individually our "Principal Stockholder," and the group, collectively our "Principal Stockholder and his family") beneficially own approximately 56% of our outstanding common stock as of December 31, 2018. Accordingly, Mr. Adelson exercises significant influence over our business policies and affairs, including the composition of our Board of Directors and any action requiring the approval of our stockholders, including the adoption of amendments to our articles of incorporation and the approval of a merger or sale of substantially all of our assets. The concentration of ownership may also delay, defer or even prevent a change in control of our company and may make some transactions more difficult or impossible without the support of Mr. Adelson. The interests of Mr. Adelson may differ from your interests.

We are a parent company and our primary source of cash is and will be distributions from our subsidiaries.

We are a parent company with limited business operations of our own. Our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interests in our subsidiaries derived from the earnings and cash flow generated by our operating properties. Our subsidiaries might not generate sufficient earnings and cash flow to pay dividends or distributions in the future. Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations. In addition, our Singapore and U.S. subsidiaries' debt instruments and other agreements limit or prohibit certain payments of dividends or other distributions to us. We expect future debt instruments for the financing of future developments may contain similar restrictions.

Our debt instruments, current debt service obligations and substantial indebtedness may restrict our current and future operations, particularly our ability to timely refinance existing indebtedness, finance additional growth, respond to changes or take some actions that may otherwise be in our best interests.

Our current debt service obligations contain, or any future debt service obligations and instruments may contain, a number of restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability to:

- incur additional debt, including providing guarantees or credit support;
- incur liens securing indebtedness or other obligations;
- dispose of certain assets;
- make certain acquisitions;
- pay dividends or make distributions and make other restricted payments, such as purchasing equity interests, repurchasing junior indebtedness or making investments in third parties;
- enter into sale and leaseback transactions;
- engage in any new businesses;
- issue preferred stock; and
- enter into transactions with our stockholders and our affiliates.

In addition, our Macao, Singapore and U.S. credit agreements contain various financial covenants. See "Item 8 — Financial Statements and Supplementary Data — Notes to Consolidated Financial Statements — Note 9 — Long-Term Debt" for further description of these covenants.

As of December 31, 2018, we had \$11.99 billion of long-term debt outstanding, net of original issue discount, deferred offering costs (excluding those costs related to our revolving facilities) and cumulative fair value adjustments. This indebtedness could have important consequences to us. For example, it could:

- make it more difficult for us to satisfy our debt service obligations;
- increase our vulnerability to general adverse economic and industry conditions;
- impair our ability to obtain additional financing in the future for working capital needs, capital expenditures, development projects, acquisitions or general corporate purposes;
- require us to dedicate a significant portion of our cash flow from operations to the payment of principal and interest on our debt, which would reduce the funds available for our operations and development projects;
- limit our flexibility in planning for, or reacting to, changes in the business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt; and
- subject us to higher interest expense in the event of increases in interest rates.

Subject to applicable laws, including gaming laws, and certain agreed upon exceptions, our U.S. and Singapore debt is secured by liens on substantially all of our assets located in those countries, except for our equity interests in our subsidiaries.

Our ability to timely refinance and replace our indebtedness in the future will depend upon general economic and credit market conditions, approval required by local government regulators, adequate liquidity in the global credit markets, the particular circumstances of the gaming industry and prevalent regulations and our cash flow and operations, in each case as evaluated at the time of such potential refinancing or replacement. For example, we have a principal amount of \$98 million in long-term debt maturing during each of the three years ended December 31, 2021 and \$520 million and \$3.68 billion in long-term debt maturing during the years ending December 31, 2022 and 2023, respectively. If we are unable to refinance or generate sufficient cash flow from operations to repay our indebtedness on a timely basis, we might be forced to seek alternate forms of financing, dispose of certain assets or minimize capital expenditures and other investments, or reduce dividend payments. There is no assurance any of these alternatives would be available

to us, if at all, on satisfactory terms, on terms that would not be disadvantageous to us, or on terms that would not require us to breach the terms and conditions of our existing or future debt agreements.

We may attempt to arrange additional financing to fund the remainder of our planned, and any future, development projects. If such additional financing is necessary, we cannot assure you we will be able to obtain all the financing required for the construction and opening of these projects on suitable terms, if at all.

The LIBOR calculation method may change and LIBOR is expected to be phased out after 2021.

Some of our credit facilities calculate interest on the outstanding principal balance using LIBOR. On July 27, 2017, the United Kingdom Financial Conduct Authority (the "FCA") announced it would phase out LIBOR as a benchmark by the end of 2021. In the meantime, actions by the FCA, other regulators or law enforcement agencies may result in changes to the method by which LIBOR is calculated. At this time, it is not possible to predict the effect on our financial condition, results of operations and cash flows of any such changes or any other reforms to LIBOR that may be enacted in the United Kingdom or elsewhere.

Fluctuations in foreign currency exchange rates could have an adverse effect on our financial condition, results of operations and cash flows.

We record transactions in the functional currencies of our reporting entities. Because our consolidated financial statements are presented in U.S. dollars, we translate revenues and expenses, as well as assets and liabilities, into U.S. dollars at exchange rates in effect during or at the end of each reporting period, which subjects us to foreign currency translation risks. The strengthening of the U.S. dollar against the functional currencies of our foreign operations could have an adverse effect on our U.S. dollar financial results.

In certain instances, our entities whose functional currency is the U.S. dollar may enter, and will continue to enter, into transactions that are denominated in a currency other than U.S. dollars. At the date that such transaction is recognized, each asset and liability arising from the transaction is measured and recorded in U.S. dollars using the exchange rate in effect at that date. At each balance sheet date, recorded monetary balances denominated in a currency other than U.S. dollars are adjusted to U.S. dollars using the exchange rate at the balance sheet date, with gains or losses recorded in other income (expense), which subjects us to foreign currency transaction risks.

We are a parent company whose primary source of cash is distributions from our subsidiaries (see "*We are a parent company and our primary source of cash is and will be distributions from our subsidiaries.*"). Fluctuations in the U.S. dollar/SGD exchange rate, the U.S. dollar/Macao pataca exchange rate and/or the U.S. dollar/HKD exchange rate could have a material adverse effect on the amount of dividends and distributions from our Singapore and Macao operations.

On July 21, 2005, the People's Bank of China announced the renminbi will no longer be pegged to the U.S. dollar, but will be allowed to float in a band (and, to a limited extent, increase in value) against a basket of foreign currencies. We cannot assure you the Hong Kong dollar will continue to be pegged to the U.S. dollar and the Macao pataca will continue to be pegged to the Hong Kong dollar or the current peg rate for these currencies will remain at the same level. The floating of the renminbi and possible changes to the pegs of the Macao pataca and/or the Hong Kong dollar may result in severe fluctuations in the exchange rate for these currencies. Any change in such exchange rates could have a material adverse effect on our operations and on our ability to make payments on certain of our debt instruments. We do not currently hedge foreign currency risk related to the Hong Kong dollar, renminbi or pataca; however, we maintain a significant amount of our operating funds in the same currencies in which we have obligations, thereby reducing our exposure to currency fluctuations.

We extend credit to a large portion of our customers and we may not be able to collect gaming receivables from our credit players.

We conduct our gaming activities on a credit and cash basis. Any such credit we extend is unsecured. Table games players typically are extended more credit than slot players, and high-stakes players typically are extended more credit than players who tend to wager lesser amounts. High-end gaming is more volatile than other forms of gaming, and variances in win-loss results attributable to high-end gaming may have a significant positive or negative impact on cash flow and earnings in a particular quarter.

During the year ended December 31, 2018, approximately 15.3%, 16.0% and 65.8% of our table games drop at our Macao properties, Marina Bay Sands and our Las Vegas properties, respectively, was from credit-based wagering, while table games play at our Pennsylvania property was primarily conducted on a cash basis. We extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit. These large receivables could have a significant impact on our results of operations if deemed uncollectible.

While gaming debts evidenced by a credit instrument, including what is commonly referred to as a "marker," and judgments on gaming debts are enforceable under the current laws of Nevada, and Nevada judgments on gaming debts are enforceable in all states under the Full Faith and Credit Clause of the U.S. Constitution, other jurisdictions around the world, including jurisdictions our gaming customers may come from, may determine, or have determined, enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the U.S. of foreign debtors may be reached to satisfy a judgment, judgments on gaming debts from courts in the U.S. and elsewhere are not binding in the courts of many foreign nations.

In particular, we expect our Macao operations will be able to enforce gaming debts only in a limited number of jurisdictions, including Macao. To the extent our Macao gaming customers and gaming promoters are from other jurisdictions, our Macao operations may not have access to a forum in which it will be possible to collect all gaming receivables because, among other reasons, courts of many jurisdictions do not enforce gaming debts and our Macao operations may encounter forums that will refuse to enforce such debts. Moreover, under applicable law, our Macao operations remain obligated to pay taxes on uncollectible winnings from customers.

It is also possible our Singapore operations may not be able to collect gaming debts because, among other reasons, courts of certain jurisdictions do not enforce gaming debts. To the extent our Singapore gaming customers' assets are situated in such jurisdictions, our Singapore operations may not be able to take enforcement action against such assets to facilitate collection of gaming receivables.

Even where gaming debts are enforceable, they may not be collectible. Our inability to collect gaming debts could have a significant adverse effect on our results of operations and cash flows.

Win rates for our gaming operations depend on a variety of factors, some beyond our control, and the winnings of our gaming customers could exceed our casino winnings.

The gaming industry is characterized by an element of chance. In addition to the element of chance, win rates are also affected by other factors, including players' skill and experience, the mix of games played, the financial resources of players, the spread of table limits, the volume of bets played and the amount of time played. Our gaming profits are mainly derived from the difference between our casino winnings and the casino winnings of our gaming customers. Since there is an inherent element of chance in the gaming industry, we do not have full control over our winnings or the winnings of our gaming customers. If the winnings of our gaming customers exceed our winnings, we may record a loss from our gaming operations, which could have a material adverse effect on our financial condition, results of operations and cash flows.

We face the risk of fraud and cheating.

Our gaming customers may attempt or commit fraud or cheat in order to increase winnings. Acts of fraud or cheating could involve the use of counterfeit chips or other tactics, possibly in collusion with our employees. Internal acts of cheating could also be conducted by employees through collusion with dealers, surveillance staff, floor managers or other casino or gaming area staff. Failure to discover such acts or schemes in a timely manner could result in losses in our gaming operations. In addition, negative publicity related to such schemes could have an adverse effect on our reputation, potentially causing a material adverse effect on our business, financial condition, results of operations and cash flows.

A failure to establish and protect our IP rights could have a material adverse effect on our business, financial condition and results of operations.

We endeavor to establish, protect and enforce our IP, including our trademarks, copyrights, patents, domain names, trade secrets and other confidential and proprietary information. There can be no assurance, however, the steps we take to protect our IP will be sufficient. If a third party successfully challenges our trademarks, we could have difficulty maintaining exclusive rights. If a third party claims we have infringed, currently infringe, or could in the future infringe upon its IP rights, we may need to cease use of such IP, defend our rights or take other steps. In addition, if third parties

violate their obligations to us to maintain the confidentiality of our proprietary information or there is a security breach or lapse, or if third parties misappropriate or infringe upon our IP, our business may be affected. Our inability to adequately obtain, maintain or defend our IP rights for any reason could have a material adverse effect on our business, financial condition and results of operations.

Our insurance coverage may not be adequate to cover all possible losses that our properties could suffer. In addition, our insurance costs may increase and we may not be able to obtain the same insurance coverage, or the scope of insurance coverage we deem necessary, in the future.

We have comprehensive property and liability insurance policies for our properties in operation, as well as those in the course of construction, with coverage features and insured limits we believe are customary in their breadth and scope. Market forces beyond our control may nonetheless limit the scope of the insurance coverage we can obtain or our ability to obtain coverage at reasonable rates. Certain types of losses, generally of a catastrophic nature, such as earthquakes, hurricanes and floods, or terrorist acts, or certain liabilities may be uninsurable or too expensive to justify obtaining insurance. As a result, we may not be successful in obtaining insurance without increases in cost or decreases in coverage levels. In addition, in the event of a substantial loss, the insurance coverage we carry may not be sufficient to pay the full market value or replacement cost of our lost investment or in some cases could result in certain losses being totally uninsured. As a result, we could lose some or all of the capital we have invested in a property, as well as the anticipated future revenue from the property, and we could remain obligated for debt or other financial obligations related to the property.

Our debt instruments and other material agreements require us to maintain a certain minimum level of insurance. Failure to satisfy these requirements could result in an event of default under these debt instruments or material agreements.

Conflicts of interest may arise because certain of our directors and officers are also directors of SCL.

In November 2009, our subsidiary, SCL, listed its ordinary shares on The Main Board of The Stock Exchange of Hong Kong Limited (the "SCL Offering"). We currently own 70.0% of the issued and outstanding ordinary shares of SCL. As a result of SCL having stockholders who are not affiliated with us, we and certain of our officers and directors who also serve as officers and/or directors of SCL may have conflicting fiduciary obligations to our stockholders and to the minority stockholders of SCL. Decisions that could have different implications for us and SCL, including contractual arrangements we have entered into or may in the future enter into with SCL, may give rise to the appearance of a potential conflict of interest.

Changes in tax laws and regulations could impact our financial condition, results of operations and cash flows.

We are subject to taxation and regulation by various government agencies, primarily in Macao, Singapore and the U.S. (federal, state and local levels). From time to time, U.S. federal, state, local and foreign governments make substantive changes to income tax, indirect tax and gaming tax rules and the application of these rules, which could result in higher taxes than would be incurred under existing tax law or interpretation. In particular, government agencies may make changes that could reduce the profits we can effectively realize from our non-U.S. operations. Like most U.S. companies, our effective income tax rate reflects the fact that income earned and reinvested outside the U.S. is taxed at local rates, which are often lower than U.S. tax rates.

In December 2017, the U.S. enacted the Tax Cuts and Jobs Act (the "Act") also referred to as "U.S. tax reform." The Act made significant changes to U.S. income tax laws including lowering the U.S. corporate tax rate to 21% effective beginning in 2018 and transitioning from a worldwide tax system to a territorial tax system resulting in dividends from our foreign subsidiaries not being subject to U.S. income tax and creating a one-time tax on previously unremitted earnings of foreign subsidiaries. These changes are complex and will continue to require the Internal Revenue Service to issue interpretations and implement regulations that may significantly impact how we will apply the Act and impact our results of operations in the period issued.

If changes in tax laws and regulations were to significantly increase the tax rates on gaming revenues or income, or if there are additional significant interpretations and implementing regulations issued related to the Act, these changes could increase our tax expense and liability, and therefore, could have a material adverse effect on our financial condition, results of operations and cash flows.

Natural or man-made disasters, an outbreak of highly infectious disease, terrorist activity or war could adversely affect the number of visitors to our facilities and disrupt our operations, resulting in a material adverse effect on our business, financial condition, results of operations and cash flows.

So called "Acts of God," such as typhoons and rainstorms, particularly in Macao, and other natural disasters, man-made disasters, outbreaks of highly infectious diseases, terrorist activity or war may result in decreases in travel to and from, and economic activity in, areas in which we operate, and may adversely affect the number of visitors to our properties. Any of these events also may disrupt our ability to staff our business adequately, could generally disrupt our operations and could have a material adverse effect on our business, financial condition, results of operations and cash flows. Although we have insurance coverage with respect to some of these events, we cannot assure you any such coverage will be sufficient to indemnify us fully against all direct and indirect costs, including any loss of business that could result from substantial damage to, or partial or complete destruction of, any of our properties.

Our failure to maintain the integrity of our information and information systems, which contain legally protected information about us and others, could happen in a variety of ways, including as a result of unauthorized access, breach of our cybersecurity systems and measures, or other disruption or corruption of our information systems, software or data, or access to information stored outside of our information systems, and could impair our ability to conduct our business operations, delay our ability to recognize revenue, compromise the integrity of our business and services, result in significant data losses and the theft of our IP, damage our reputation, expose us to liability to third parties, regulatory fines and penalties, and require us to incur significant costs to maintain the privacy and security of our information, network and data.

We face global cybersecurity and information security threats, which may range from uncoordinated individual attempts to sophisticated and targeted measures directed at us. Cyber-attacks and information security breaches may include, but are not limited to, attempts to access information, including legally protected information about people including customers and company information, computer malware such as viruses, denial of service, ransomware attacks that encrypt, exfiltrate, or otherwise render data unusable or unavailable in an effort to extort money or other consideration as a condition to purportedly returning the data to a usable form, operator errors or misuse, or inadvertent releases of data or documents, and other forms of electronic and non-electronic information security breaches.

Our business requires the collection and retention of large volumes of data and non-electronic information, including credit card numbers and other legally protected information about people in various information systems we maintain and in those maintained by third parties with whom we contract and may share data. We also maintain important internal company information such as legally protected information about our employees and information relating to our operations. The integrity and protection of that legally protected information about people and company information are important to us. Our collection of such legally protected information about people and company information is subject to extensive regulation by private groups such as the payment card industry as well as domestic and foreign governmental authorities, including gaming authorities. If a cybersecurity or privacy event occurs, we may be unable to satisfy applicable laws and regulations or the expectation of regulators, employees, customers or other impacted individuals.

Privacy and cybersecurity laws and regulations are developing and changing frequently, and vary significantly by jurisdiction. Many applicable laws and regulations protecting privacy and addressing cybersecurity have not yet been interpreted by regulators or courts, which causes uncertainty. We may incur significant costs in our efforts to comply with the various applicable privacy and cybersecurity laws and regulations as they emerge and change. Also, privacy and cybersecurity laws and regulations may limit our ability to protect individuals, including customers and employees. For example, these laws and regulations may restrict information sharing in ways that make it more difficult to obtain or share information concerning at-risk individuals. Compliance with applicable privacy laws and regulations also may adversely impact our ability to market our products, properties, and services to our guests and patrons. In addition, non-compliance by us, or potentially by third parties with which we share information, with any applicable privacy and cybersecurity law or regulation, including accidental loss, inadvertent disclosure, unauthorized access or dissemination, or breach of security may result in damage to our reputation and could subject us to fines, penalties, required corrective actions, lawsuits, payment of damages, or restrictions on our use or transfer of data. We are subject to different regulator(s)' and others' interpretations of our compliance with these new and changing laws and regulations.

In addition, we have experienced a sophisticated criminal cybersecurity attack in the past, including a breach of our information technology systems in which customer and company information was compromised and certain

company data may have been destroyed, and we may experience additional cybersecurity attacks in the future, potentially with more frequency or sophistication. We rely on proprietary and commercially available systems, software, tools, and monitoring to provide security for processing, transmission, and storage of customer and employee information, such as payment card and other confidential or proprietary information. We also rely extensively on computer systems to process transactions, maintain information, and manage our businesses. Disruptions in the availability of our computer systems, through cyber-attacks or otherwise, could impact our ability to service our customers and adversely affect our sales and the results of operations. For instance, there has been an increase in criminal cybersecurity attacks against companies where customer and company information has been compromised and company data has been destroyed. Our information systems and records, including those we maintain with third-party service providers, as well as the systems of other third parties that share data with us under contractual agreements, may be subject to cyber-attacks and information security breaches. Our third-party information system service providers and other third parties that share data with us pursuant to contractual agreements face risks relating to cybersecurity and privacy similar to ours, and we do not directly control any of such parties' information security or privacy operations. For example, the systems currently used for the transmission and approval of payment card transactions, and the technology utilized in payment cards themselves, all of which can put payment card data at risk, are determined and controlled by the payment card industry, not us.

A significant theft, destruction, loss or fraudulent use of legally protected information about people or company information maintained by us or by a third-party service provider or other third party that shares data with us pursuant to contractual agreement could have an adverse effect on our reputation, cause a material disruption to our operations and management team and result in remediation expenses (including liability for stolen assets or information, repairing system damage and offering incentives to customers or business partners to maintain their relationships after an attack) and regulatory fines, penalties and corrective actions, or lawsuits by regulators, third-party service providers, third parties that share data with us pursuant to contractual agreements and/or people whose data is or may be impacted. Such theft, destruction, loss or fraudulent use could also result in litigation by shareholders alleging our privacy protections and protections against cyber-attacks were insufficient, our response to an attack was faulty or insufficient care was taken in ensuring we were able to comply with cybersecurity, privacy or data protection regulations, protect information, identify risks and attacks, or respond to and recover from a cyber-attack, or by customers and other parties whose information was subject to such attacks. Advances in computer software capabilities and encryption technology, new tools, and other developments, including continuously evolving attack methods that may exploit vulnerabilities based on these advances, may increase the risk of a security breach or other intrusion. In addition, we may incur increased cybersecurity and privacy protection costs that may include organizational changes, deploying additional personnel and protection technologies, training employees and engaging third-party experts and consultants. There can be no assurance the insurance the Company has in place relating to cybersecurity and privacy risks will be sufficient in the event of a major cybersecurity or privacy event. Any of these events could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our gaming operations rely heavily on technology services provided by third parties. In the event there is an interruption of these services to us, it may have an adverse effect on our operations and financial condition.

We engage a number of third parties to provide gaming operating systems for the facilities we operate. As a result, we rely on such third parties to provide uninterrupted services to us in order to run our business efficiently and effectively. In the event one of these third parties experiences a disruption in its ability to provide such services to us (whether due to technological difficulties or power problems), this may result in a material disruption at the gaming facilities in which we operate and have a material adverse effect on our business, financial condition, results of operations and cash flows.

Any unscheduled interruption in our technology services is likely to result in an immediate, and possibly substantial, loss of revenues due to a shutdown of our gaming operations, cloud computing and gaming systems. Such interruptions may occur as a result of, for example, catastrophic events or rolling blackouts. Our systems are also vulnerable to damage or interruption from earthquakes, floods, fires, telecommunication failures, terrorist attacks, computer viruses, computer denial-of-service attacks and similar events.

There are significant risks associated with our construction projects, which could have a material adverse effect on our financial condition, results of operations and cash flows.

We previously announced the renovation, expansion and rebranding of Sands Cotai Central, the addition of approximately 370 luxury suites in the St. Regis Tower Suites Macao and the development of approximately 290

EXHIBIT “P”

Policy Number
GLO 0171169-02

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured: LAS VEGAS SANDS CORP.
Effective Date: 06/01/2016

12:01 A.M., Standard Time

Agent Name: BEECHER CARLSON INSURANCE SERVICES

Agent No. 18176-000

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO THE POLICY;

EFFECTIVE 06/01/2016 FORM# U-GL-1114-A CW (10/02) BROAD FORM NAMED INSURED IS BEING ADDED TO THE POLICY PER THE ATTACHED.

EFFECTIVE 06/01/2016 THE INSURED MAILING ADDRESS IS BEING REVISED TO SHOW THE FOLLOWING;

3555 LAS VEGAS BOULEVARD SOUTH
LAS VEGAS, NV 89109

EFFECTIVE 06/01/2016 FORM# U-GL-1114-A CW (10/02) POLLUTION EXCLUSION LIMITED EXCEPTIONS FOR HOSPITALITY INDUSTRY IS BEING ADDED TO THE POLICY PER THE ATTACHED.

EFFECTIVE 06/01/2016 FORM# CG 22 64 (04/13) PESTICIDE OR HERBICIDE APPLICATOR - LIMITED POLLUTION COVERAGE IS BEING ADDED TO THE POLICY PER THE ATTACHED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

U-GL-1114-A CW (10/02)

Policy Number
GLO 0171169-02

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured: LAS VEGAS SANDS CORP

Effective Date: 06/01/2016
12:01 A.M., Standard Time

Agent Name: BEECHER CARLSON INSURANCE

Agent No. 18176-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

It is hereby agreed that SECTION II - WHO IS AN INSURED 1. is amended to include:

Any individual or entity (your client) who requires you to provide primary general liability insurance under written contract for "managed premises". Coverage is provided to your client only while a written contract is in effect with your client that requires your management, control of or providing of services to or for the "managed premises".

This insurance does not apply to any claims by a Named Insured against your client.

Under SECTION V - Definitions it is agreed that the following is added:

"Managed premises" means:

- (1) The location(s) or premises described in the written contract that is owned by your client and for whom you are performing premises management services, and
- (2) All operations on those locations or premises described in paragraph (1) above or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises or locations, and
- (3) You have signed and accepted a contract to exercise management control over your client's location(s) or premises and you have assumed the duties required by the contract.

All other terms and conditions of this policy remain unchanged.

Policy Number
GLO 0171169-02

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured LAS VEGAS SANDS CORP.

Effective Date: 06/01/2016

12:01 A.M., Standard Time

Agent Name BEECHER CARLSON INSURANCE

Agent No. 18176-000

JOINT VENTURE, PARTNERSHIP AND LLC

PART 3. OF SECTION II - WHO IS AN INSURED IS DELETED AND REPLACED BY THE FOLLOWING:

3. ANY ORGANIZATION YOU NEWLY ACQUIRE OR FORM, AND OVER WHICH YOU MAINTAIN OWNERSHIP OR MAJORITY INTEREST, WILL QUALIFY AS A NAMED INSURED IF THERE IS NO OTHER SIMILAR INSURANCE AVAILABLE TO THAT ORGANIZATION. HOWEVER:

A. COVERAGE UNDER THIS PROVISION IS AFFORDED ONLY UNTIL THE 180TH DAY AFTER YOU ACQUIRE OR FORM THE ORGANIZATION OR THE END OF THE POLICY PERIOD, WHICHEVER IS EARLIER;

B. COVERAGE A DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" THAT OCCURRED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION; AND

C. COVERAGE B DOES NOT APPLY TO "PERSONAL AND ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED BEFORE YOU ACQUIRED OR FORMED THE ORGANIZATION;

D. IF THE ORGANIZATION IS A JOINT VENTURE, PARTNERSHIP OR LIMITED LIABILITY COMPANY, COVERAGE IS AFFORDED ONLY TO THE EXTENT OF THE PERCENTAGE OF OWNERSHIP INTEREST OF ANY INSURED IN THE ORGANIZATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Innkeepers Legal Liability
Coverage Endorsement**



POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L. PREM.	RETURN PREM.
GLO 0171169-02	06/01/2016	06/01/2017	06/30/2016	18178-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

LIMITS OF LIABILITY & SELF-INSURED RETENTION

Per Occurrence Limit: \$ 1,000,000
 Per Guest Limit: \$ 1,000,000
 Aggregate: \$ 1,000,000
 Self-Insured Retention Per
 Occurrence Limit: \$ 100,000

It is agreed that SECTION I, COVERAGES is amended to include the following additional coverage:

A. Coverage A. -- Innkeepers Legal Liability Coverage

1. Insuring Agreement:

We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of, or damage to "covered property" due to an "occurrence" which takes place during the policy period. We have the right and duty to defend any suit brought against you seeking damages that are payable under this insurance. We may investigate and settle any claim or suit as we deem expedient. We will not defend any suit after we have paid judgments or settlements equal to the applicable Limit of Insurance shown in the Schedule of this endorsement.

2. Exclusions

This insurance does not apply to:

a. Acts Committed By The Insured

Loss or destruction of, or damage to property resulting from any dishonest or criminal act committed by the insured, whether acting alone or in collusion with others;

b. Assumed Liability

Liability you assume under any written agreement entered into with a "guest" before the "occurrence" of any loss, destruction or damage.

- c. **Fire**
Destruction of, or damage to property resulting from fire.
- d. **Food or Liquid**
Destruction of, or damage to property resulting from the spilling, upsetting or leaking of any food or liquid.
- e. **Governmental Action**
Loss or destruction of, or damage to property resulting from seizure or destruction of the property by order of governmental authority.
- f. **Inherent Vice**
Destruction of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.
- g. **Laundrying or Cleaning**
Destruction of or damage to property while in your care and custody for laundrying or cleaning.
- h. **Nuclear**
Loss or destruction of, or damage to property resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- i. **Release of Others from Liability**
Your release of any other person or organization from legal liability.
- j. **War and Similar Actions**
Loss or destruction of, or damage to property resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. LIMITS OF INSURANCE

1. The most we will pay in the aggregate for all damages because of loss or destruction of or damage to "covered property" in any one "occurrence" is the Per Occurrence Limit of Insurance shown in the SCHEDULE of this endorsement. All loss, destruction or damage involving a single act or event or series of related acts or events whether caused by one or more persons is considered one "occurrence".
2. Subject to the applicable limits stated in 1. above, the most we will pay for all damages because of loss or destruction of or damage to property of any one "guest" is the Per Guest Limit of Insurance shown in the SCHEDULE of this endorsement.
3. The Aggregate Limit shown in the Schedule is the most we will pay for all damages because of loss or destruction of, or damage to Covered Property during the policy period.

C. SELF INSURED RETENTION

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the self-insured retention amount shown in the SCHEDULE of this endorsement.
2. The self-insured retention amount applies hereunder to all damages combined arising out of any one "occurrence".
3. We may at our sole option either:
 - a. pay any part or all of the self-insured retention amount to settle any claim or "suit" and upon our notifying you of this action you shall reimburse us for the applicable self-insured retention amount; or
 - b. simultaneously upon receipt of notice of any claim or "suit" or at any time thereafter call upon you to pay any part or all of the self-insured retention amount, to be held or applied by us as appropriate.

D. CONDITIONS

1. **Condition 2. - Duties in the Event of Loss, Claim or Suit:**

The following is added:

If you have reason to believe that any loss or destruction of, or damage to "covered property" involves a violation of law, you must notify the appropriate law enforcement authorities.

2. **Condition 4. - Other Insurance**

For purposes of this insurance only, the following Other Insurance provisions apply:

This insurance does not apply to damages recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the damages, this insurance will apply to that part of the damages not recoverable or recovered under the other insurance.

3. **Non-Cumulation of Limit of Insurance**

Limits of Insurance stated in the SCHEDULE of this endorsement do not accumulate from year to year or period to period.

E. DEFINITIONS

1. "Covered property" means any property belonging to your "guests" while the property is in your possession or on your "premises". "Covered property" does not include:
 - a. Samples, Articles for Sale: Samples or articles carried or held for sale or for delivery after sale;
 - b. Vehicles: Any vehicle including its equipment and accessories or any property contained in or on the vehicle.
2. "Guest" means any person or group of persons temporarily residing in or renting premises from you for a short term period(s) of 30 days or less. Guest does not include any residential or commercial tenant of yours that is leasing or renting property from you on a long term lease or rental basis."
3. "Occurrence" for purposes of this insurance only, means an act or event or series of related acts or events caused by one or more persons, which results in loss or destruction of or damage to "covered property".
4. "Premises" means the interior of any building that you own, rent or occupy that is used in the conduct of your business operations.

Policy Number
GLO 0171169-02

ENDORSEMENT

ZURICH AMERICAN INSURANCE COMPANY

Named Insured: Las Vegas Sands Corp

Effective Date: 06/01/2016
12:01 A.M., Standard Time

Agent Name: BEECHER CARLSON INSURANCE SERV

Agent No. 18176-000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under any of the following:

COMMERCIAL GENERAL LIABILITY PART

It is agreed that U-GL-1602 - Personal and Advertising Injury Definition Amendment - Limited, is deleted from the policy, effective 06/01/2016:

It is also agreed that the following form is amended as follows, effective 06/01/2016:

- U-GL-1114 - Innkeepers Legal Liability Coverage Endorsement - Revised;
- U-GL-1345 - General Liability Supplemental Coverage Endorsement, is amended to remove Sections A. and B.;
- U-GL-872 - Premium And Reports Agreement - Composite Rated Policies - Revised;
- CG 25 04 - Designed Location(s) General Aggregate Limit, Schedule, to "All owned and leased locations";
- U-GL-1016 - Knowledge by Position or Department, is revised to include Employee Benefits Liability - Claims-Made Coverage Form under "This endorsement modifies insurance provided under the:" section

**Innkeepers Legal Liability
Coverage Endorsement**



POLICY NUMBER	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF END.	PRODUCER	ADD'L. PREM	RETURN PREM
GLO 0171169-02	08/01/2016	08/01/2017	08/01/2016	18175-080		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

LIMITS OF LIABILITY & SELF-INSURED RETENTION

Per Occurrence Limit: \$ 1,000,000
 Per Guest Limit: \$ 1,000,000
 Aggregate: \$ 1,000,000
 Self-Insured Retention Per
 Occurrence Limit: \$ 100,000

It is agreed that SECTION I. COVERAGES is amended to include the following additional coverage:

A. Coverage I. - Innkeepers Legal Liability Coverage

1. Insuring Agreement:

We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of, or damage to "covered property" due to an "occurrence" which takes place during the policy period. We have the right and duty to defend any suit brought against you seeking damages that are payable under this insurance. We may investigate and settle any claim or suit as we deem expedient. We will not defend any suit after we have paid judgments or settlements equal to the applicable Limit of Insurance shown in the Schedule of this endorsement.

2. Exclusions

This insurance does not apply to:

a. Acts Committed By The Insured

Loss or destruction of, or damage to property resulting from any dishonest or criminal act committed by the insured, whether acting alone or in collusion with others;

b. Assumed Liability

Liability you assume under any written agreement entered into with a "guest" before the "occurrence" of any loss, destruction or damage.

- c. **Fire**
Destruction of, or damage to property resulting from fire.
- d. **Food or Liquid**
Destruction of, or damage to property resulting from the spilling, upsetting or leaking of any food or liquid.
- e. **Governmental Action**
Loss or destruction of, or damage to property resulting from seizure or destruction of the property by order of governmental authority.
- f. **Inherent Vice**
Destruction of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.
- g. **Laundrying or Cleaning**
Destruction of or damage to property while in your care and custody for laundrying or cleaning.
- h. **Nuclear**
Loss or destruction of, or damage to property resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- i. **Release of Others from Liability**
Your release of any other person or organization from legal liability.
- j. **War and Similar Actions**
Loss or destruction of, or damage to property resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. LIMITS OF INSURANCE

1. The most we will pay in the aggregate for all damages because of loss or destruction of or damage to "covered property" in any one "occurrence" is the Per Occurrence Limit of Insurance shown in the SCHEDULE of this endorsement. All loss, destruction or damage involving a single act or event or series of related acts or events whether caused by one or more persons is considered one "occurrence".
2. Subject to the applicable limits stated in 1. above, the most we will pay for all damages because of loss or destruction of or damage to property of any one "guest" is the Per Guest Limit of Insurance shown in the SCHEDULE of this endorsement.
3. The Aggregate Limit shown in the Schedule is the most we will pay for all damages because of loss or destruction of, or damage to Covered Property during the policy period.

C. SELF INSURED RETENTION

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the self-insured retention amount shown in the SCHEDULE of this endorsement.
2. The self-insured retention amount applies hereunder to all damages combined arising out of any one "occurrence".
3. We may at our sole option either:
 - a. pay any part or all of the self-insured retention amount to settle any claim or "suit" and upon our notifying you of this action you shall reimburse us for the applicable self-insured retention amount; or
 - b. simultaneously upon receipt of notice of any claim or "suit" or at any time thereafter call upon you to pay any part or all of the self-insured retention amount, to be held or applied by us as appropriate.

D. CONDITIONS

1. **Condition 2 - Duties in the Event of Loss, Claim or Suit:**

The following is added:

If you have reason to believe that any loss or destruction of, or damage to "covered property" involves a violation of law, you must notify the appropriate law enforcement authorities.

2. **Condition 4. -- Other Insurance**

For purposes of this insurance only, the following Other Insurance provisions apply:

This insurance does not apply to damages recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the damages, this insurance will apply to that part of the damages not recoverable or recovered under the other insurance.

3. **Non-Cumulation of Limit of Insurance**

Limits of Insurance stated in the SCHEDULE of this endorsement do not accumulate from year to year or period to period.

E. DEFINITIONS

1. "Covered property" means any property belonging to your "guests" while the property is in your possession or on your "premises". "Covered property" does not include:
 - a. **Samples, Articles for Sale:** Samples or articles carried or held for sale or for delivery after sale;
 - b. **Vehicles:** Any vehicle including its equipment and accessories or any property contained in or on the vehicle.
2. "Guest" means any person or group of persons temporarily residing in or renting premises from you for a short term period(s) of 30 days or less. Guest does not include any residential or commercial tenant of yours that is leasing or renting property from you on a long term lease or rental basis."
3. "Occurrence" for purposes of this insurance only, means an act or event or series of related acts or events caused by one or more persons, which results in loss or destruction of or damage to "covered property".
4. "Premises" means the interior of any building that you own, rent or occupy that is used in the conduct of your business operations.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: GLO 0171169-02

ZURICH AMERICAN INSURANCE COMPANY

Named Insured LAS VEGAS SANDS CORP.

Policy Period: Coverage begins 06-01-2016 at 12:01 A.M.; Coverage ends 06-01-2017 at 12:01 A.M.

Producer Name: BEECHER CARLSON INSURANCE SERV Producer No. 18176-000

Item 1. Business Description:

Item 2. Limits of Insurance

GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
EACH OCCURRENCE LIMIT	\$ 1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000	Any one premises
MEDICAL EXPENSE LIMIT	N/A	Any one person
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000	Any one person or organization

Item 3. Retroactive Date (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here: NONE
(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location Premises

Form of Business: CORPORATION

Location of All Premises You Own, Rent or Occupy: See Schedule of Locations

Item 5. Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue:
See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium:

Other Premium:

Total Premium:

U.G.L.O-1113-B CW (9/04)

Innkeepers Legal Liability Coverage Endorsement



POLICY NUMBER	EFF. DATE OF POLICY	EXP. DATE OF POLICY	EFF. DATE OF ENDT	PRODUCER NO.	ADD'L PREMIUM	RETURN PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE LIMITS OF LIABILITY & DEDUCTIBLE

Per Occurrence Limit:	\$ 1,000,000
Per Guest Limit:	\$ 1,000,000
Aggregate:	\$ 1,000,000

It is agreed that SECTION I, COVERAGES is amended to include the following additional coverage:

A. Coverage 1. - Innkeepers Legal Liability Coverage

1. Insuring Agreement:

We will pay those sums that you become legally obligated to pay as damages because of loss or destruction of, or damage to "covered property" due to an "occurrence" which takes place during the policy period. We have the right and duty to defend any suit brought against you seeking damages that are payable under this insurance. We may investigate and settle any claim or suit as we deem expedient. We will not defend any suit after we have paid judgments or settlements equal to the applicable limit of insurance shown in the Schedule of this endorsement.

2. Exclusions

This insurance does not apply to:

a. Acts Committed By The Insured

Loss or destruction of, or damage to property resulting from any dishonest or criminal act committed by the insured, whether acting alone or in collusion with others;

b. Assumed Liability

Liability you assume under any written agreement entered into with a "guest" before the "occurrence" of any loss, destruction or damage.

c. Fire

Destruction of, or damage to property resulting from fire.

d. Food or Liquid

Destruction of, or damage to property resulting from the spilling, upsetting or leaking of any food or liquid.

e. Governmental Action

Loss or destruction of, or damage to property resulting from seizure or destruction of the property by order of governmental authority.

f. Inherent Vice

Destruction of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice.

g. Laundering or Cleaning

Destruction of or damage to property while in your care and custody for laundering or cleaning.

h. Nuclear

Loss or destruction of, or damage to property resulting from nuclear reactor, nuclear radiation or radioactive contamination, or any related act or incident.

I. Release of Others from Liability

Your release of any other person or organization from legal liability.

J. War and Similar Actions

Loss or destruction of, or damage to property resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. LIMITS OF INSURANCE

1. The most we will pay in the aggregate for all damages because of loss or destruction of or damage to "covered property" in any one "occurrence" is the Per Occurrence Limit of Insurance shown in the SCHEDULE of this endorsement. All loss, destruction or damage involving a single act or event or series of related acts or events whether caused by one or more persons is considered one "occurrence".
2. Subject to the applicable limits stated in 1, above, the most we will pay for all damages because of loss or destruction of or damage to property of any one "guest" is the Per Guest Limit of Insurance shown in the SCHEDULE of this endorsement.
3. The Aggregate Limit shown in the Schedule is the most we will pay for all damages because of loss or destruction of, or damage to Covered Property during the policy period.

C. DEDUCTIBLE

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount shown in the SCHEDULE of this endorsement.
2. The deductible amount applies hereunder to all damages combined arising out of any one "occurrence".
3. We may at our sole option either:
 - a. pay any part or all of the deductible amount to settle any claim or "suit" and upon our notifying you of this action you shall reimburse us for the applicable deductible amount; or
 - b. simultaneously upon receipt of notice of any claim or "suit" or at any time thereafter call upon you to pay any part or all of the deductible amount, to be held or applied by us as appropriate.

D. CONDITIONS

1. **Condition 2. - Duties in the Event of Loss, Claim or Suit:**

The following is added:

If you have reason to believe that any loss or destruction of, or damage to "covered property" involves a violation of law, you must notify the appropriate law enforcement authorities.

2. **Condition 4. - Other Insurance**

For purposes of this insurance only, the following Other Insurance provisions apply:

This insurance does not apply to damages recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the damages, this insurance will apply to that part of the damages not recoverable or recovered under the other insurance.

3. **Non-Cumulation of Limit of Insurance**

Limits of insurance stated in the SCHEDULE of this endorsement do not accumulate from year to year or period to period.

E. DEFINITIONS

1. "Covered property" means any property belonging to your "guests" while the property is in your possession or on your "premises". "Covered property" does not include:
 - a. **Samples, Articles for Sale:** Samples or articles carried or held for sale or for delivery after sale;
 - b. **Vehicles:** Any vehicle including its equipment and accessories or any property contained in or on the vehicle.
2. "Occurrence" for purposes of this insurance only, means an act or event or series of related acts or events caused by one or more persons, which results in loss or destruction of or damage to "covered property".
3. "Premises" means the interior of any building that you own, rent or occupy that is used in the conduct of your business operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION
(COVERAGE B ONLY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 2. Exclusions of
Section 1 – Coverage B – Personal And
Advertising Injury Liability:

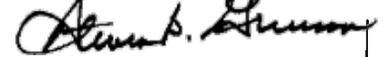
2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or
Personal Information**

"Personal and advertising injury" arising out of any
access to or disclosure of any person's or
organization's confidential or personal information,
including patents, trade secrets, processing
methods, customer lists, financial information,
credit card information, health information or any
other type of nonpublic information.

This exclusion applies even if damages are
claimed for notification costs, credit monitoring
expenses, forensic expenses, public relations
expenses or any other loss, cost or expense
incurred by you or others arising out of any access
to or disclosure of any person's or organization's
confidential or personal information.



1 **ORDR**
Michael A. Royal, Esq.
2 Nevada Bar No. 4370
Gregory A. Miles, Esq.
3 Nevada Bar No. 4336
ROYAL & MILES LLP
4 1522 West Warm Springs Road
Henderson Nevada 89014
5 Tel: (702) 471-6777
6 Fax: (702) 531-6777
Email: mroyal@royalmilesllp.com
7 *Attorneys for Defendants*
8 *VENETIAN CASINO RESORT, LLC and*
LAS VEGAS SANDS, LLC

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 JOYCE SEKERA, an Individual;
12
13 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: 25

14 v.

15 VENETIAN CASINO RESORT, LLC, d/b/a
16 THE VENETIAN LAS VEGAS, a Nevada
17 Limited Liability Company; LAS VEGAS
18 SANDS, LLC d/b/a THE VENETIAN LAS
19 VEGAS, a Nevada Limited Liability Company;
20 YET UNKNOWN EMPLOYEE; DOES I
through X, inclusive,
21
22 Defendants.

**FINDINGS OF FACT, CONCLUSIONS OF
LAW AND ORDER GRANTING
DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT ON MODE OF
OPERATION THEORY OF LIABILITY**

21 Defendants VENETIAN CASINO RESORT, LLC, and LAS VEGAS SANDS, LLC
22 (collectively *Venetian*), filed Defendants Motion for Partial Summary Judgment on Mode of Operation
23 Theory of Liability on May 21, 2019. Plaintiff filed an opposition on May 28, 2019. Defendants filed
24 a reply on June 18, 2019. A hearing was held on June 25, 2019, Keith E. Galliher, Jr., Esq., and
25 Kathleen H. Gallagher, Esq., of The Galliher Law Firm, representing Plaintiff JOYCE SEKERA, and
26 Michael A. Royal, Esq., of Royal & Miles LLP, representing Venetian. Upon review of the motion,
27
28

ROYAL & MILES LLP
1522 W Warm Springs Road
Henderson NV 89014
Tel: (702) 471-6777 ♦ Fax: (702) 531-6777

1 all responses thereto, the papers and pleadings on file, and argument presented at the hearing, the
2 Court hereby issues the following findings, conclusions of law and order.

3 **FINDINGS OF FACT**

4 1. The Venetian Resort Hotel Casino (*Venetian property*) is a Las Vegas business which
5 provides hotel accommodations, gaming, entertainment, bars and restaurants to guests.

6 2. The Venetian property does not restrict guests from moving through its premises with
7 food and/or drinks.

8 3. On November 4, 2016, Plaintiff slipped and fell in the Grand Lux rotunda area of the
9 Venetian property.

10 4. There are multiple restaurants, shops, bars and other places to purchase food and
11 beverages in the area surrounding the Grand Lux rotunda and throughout the Venetian Property.

12 5. There is no evidence that as a business owner, Venetian chose a mode of operation that
13 requires its customers/guests to perform self-service tasks traditionally performed by Venetian
14 employees.

15 6. There is no evidence that the hazard of which Plaintiff claims to have caused or
16 contributed to the Subject Incident (*Alleged Condition*) was created by a Venetian customer or guest
17 performing a self-service task traditionally conducted by employees.

18 7. There is no evidence in this action that the Alleged Condition was the result of a
19 Venetian customer or guest performing a self-service task traditionally performed by employees.

20 8. There are no genuine issues of material fact which preclude the Court from considering
21 the pending motion for partial summary judgment on the mode of operation theory of liability.

22 ///

23 ///

24 ///

1 **CONCLUSIONS OF LAW**

2 9. The Self-Service Mode of Operation theory of negligence under Nevada premises
3 liability law is a narrowly limited exception to the law applied in circumstances where a business
4 owner has chosen a self-service mode of operation for its business requiring its guests/customers to
5 perform tasks traditionally performed by employees; and that the guest, in the performance of that task
6 traditionally performed by the businesses employee, caused a hazard to be present on the owner's
7 premises. (See FGA, Inc. v. Giglio, 128 Nev. 271, 281, 278 P.3d 490, 496 (2012), citing Ciminski v.
8 Finn Corp. 13 Wn. App. 815, 537 P.2d 850, 853 (Wash. Ct. App. 1975).)
9

10 10. There is no evidence to support a claim that Venetian chose a mode of operation that
11 requires its guests/customers to perform tasks traditionally performed by Venetian employees

12 11. There is no evidence to support a claim that any guest/customer of Venetian was
13 performing said self-service task traditionally performed by a Venetian employee that caused the
14 hazardous condition of which Plaintiff complains, to be present at the Venetian premises.
15

16 12. The absence of evidence that the Alleged Condition was the result of a Venetian
17 customer or guest performing a self-service task that was traditionally performed by employees is
18 dispositive to application of the mode of operation approach.

19 13. The mere fact that the Venetian property sells food and beverages to patrons who are
20 then allowed to move about the premises is not enough to apply the mode of operation theory of
21 liability under Nevada law.
22

23 **ORDER**

24 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants Motion for
25 Partial Summary Judgment on Mode of Operation Theory of Liability is GRANTED.

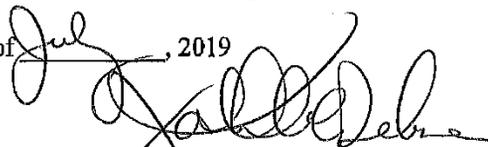
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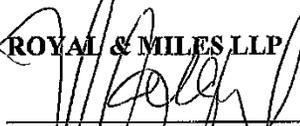
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IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff is precluded from having the jury instructed on the mode of operation theory of liability at trial.

DATED this 19th day of July, 2019


DISTRICT COURT JUDGE

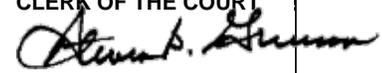
Submitted by:

ROYAL & MILES LLP

Michael A. Royal, Esq.
Nevada Bar No. 4370
Gregory A. Miles, Esq.
Nevada Bar No. 4336
1522 W. Warm Springs Road
Henderson, NV 89014
Attorneys for Defendants
VENETIAN CASINO RESORT, LLC and
LAS VEGAS SANDS, LLC

Reviewed by:

THE GALLIHER LAW FIRM

Keith E. Galliher, Jr., Esq.
Nevada Bar No. 220
1850 E. Sahara Avenue, Suite 107
Las Vegas, NV 89014
Attorneys for Plaintiff
JOYCE SEKERA



1 THE GALLIHER LAW FIRM
2 Keith E. Galliher, Jr., Esq.
3 Nevada Bar No. 220
4 Jeffrey L. Galliher, Esq.
5 Nevada Bar No. 8078
6 George J. Kunz, Esq.
7 Nevada Bar No. 12245
8 Kathleen H. Gallagher, Esq.
9 Nevada Bar. No. 15043
10 1850 East Sahara Avenue, Suite 107
11 Las Vegas, Nevada 89104
12 Telephone: (702) 735-0049
13 Facsimile: (702) 735-0204
14 kgalliher@galliherlawfirm.com
15 jgalliher@galliherlawfirm.com
16 gkunz@lvlawguy.com
17 kgallagher@galliherlawfirm.com
18 Attorneys for Plaintiff

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

DISTRICT COURT
CLARK COUNTY, NEVADA

15 JOYCE SEKERA, an Individual,
16
17 Plaintiff,

CASE NO.: A-18-772761-C
DEPT. NO.: 25

18 v.

19 VENETIAN CASINO RESORT, LLC,
20 d/b/a THE VENETIAN LAS VEGAS, a
21 Nevada Limited Liability Company; LAS
22 VEGAS SANDS, LLC d/b/a THE
23 VENETIAN LAS VEGAS, a Nevada
24 Limited Liability Company; YET
25 UNKNOWN EMPLOYEE; DOES I
26 through X, inclusive,

**ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF'S
MOTION TO EXTEND DISCOVERY
DEADLINES AND CONTINUE TRIAL
(Second Request) ON ORDER
SHORTENING TIME**

24 Defendants.

26 Plaintiff Joyce Sekera's Motion to Extend Discovery Deadlines and Continue Trial (second
27 request) on Order Shortening Time came before the Court for hearing at 9:00 a.m. on July 30, 2019.
28

AUG 16 2019

1 Keith E. Galliher, Jr., Esq. and Kathleen H. Gallagher, Esq. of the Galliher Law Firm, appeared on
2 behalf of the Plaintiff. Michael A. Royal, Esq., of Royal & Miles, LLP appeared on behalf of
3 Defendants.

4 Plaintiff argued after recent failure of injection therapy her doctor definitively stated she
5 needed low back surgery. Plaintiff therefore requested the Court reopen expert deadlines to retain a
6 neurosurgeon and life care planner to address the deterioration of her condition. Plaintiff argued
7 these circumstances constituted excusable neglect because the opinions of her doctors were beyond
8 her control.

9
10 Additionally, Plaintiff argued the parties have struggled to agree upon numerous discovery
11 issues over the past three months. These disagreements forced numerous motions that delayed the
12 completion of discovery. The parties still need to complete a considerable amount discovery and
13 new disagreements arose between the parties resulting in the need for more motion practice which
14 will further delay the process. Plaintiff therefore argued good cause existed to extend the discovery
15 deadlines 270 days because.

16
17 Defendants argued Plaintiff knew about the surgery as early as March 26, 2016 due to an
18 authorization form from Plaintiff's doctor to her worker's compensation insurance and letters from
19 her worker's compensation insurance carrier, Farmers. Thus, Defendants argued there was no
20 excusable neglect because Plaintiff knew of the surgery and/or potential for surgery before the
21 expert deadlines closed on May 17, 2019.

22
23 The Court, having considered the papers and the arguments of counsel, and good appearing:

24 IT IS HEREBY ORDERED that Plaintiff's Motion to Extend Discovery Deadlines and
25 Continue Trial is GRANTED IN PART and DENIED IN PART. Plaintiff's request to extend the
26 deadline for Motions to Amend is DENIED. The Motion to Amend deadline will remain as May 17,
27

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

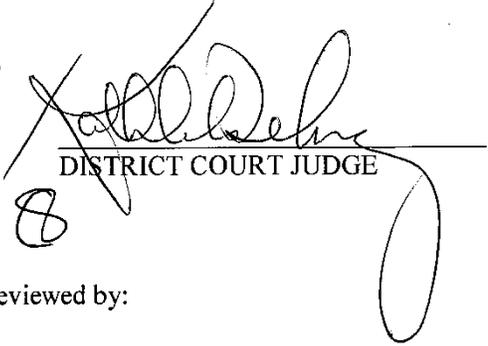
1 2019. Plaintiff's request to extend initial experts, rebuttal experts, the discovery cut off and due date
2 for dispositive motions is GRANTED.

3 IT IS HEREBY ORDERED

- 4 1. The initial expert disclosures deadline is extended from May 17, 2019, to and
5 including January 7, 2020;
6 2. The rebuttal expert disclosures deadline is extended from June 16, 2019, to and
7 including February 6, 2020;
8 3. The discovery cutoff is extended from August 15, 2019, to and including April 6,
9 2020;
10 4. The dispositive motion deadline is extended from September 16, 2019, to and
11 including May 6, 2020.
12

13
14 IT IS FURTHER ORDERED that trial is continued to the five-week stack starting August 3,
15 2020.

16 DATED this 27th day of AUGUST, 2019

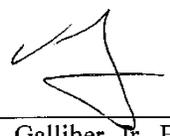
17 
18 DISTRICT COURT JUDGE

19 Submitted by:

20 Reviewed by:

21 THE GALLIHER LAW FIRM

22 ROYAL & MILES, LLP

23 
24 _____
25 Keith E. Galliher, Jr., Esq.
26 Nevada Bar Number 220
27 1850 E. Sahara Avenue, Ste. 107
28 Las Vegas, Nevada 89104
Attorney for Plaintiff

23 
24 _____
25 Michael A. Royal, Esq.
26 Nevada Bar Number 4870
27 1522 W. Warm Springs Road
28 Henderson, NV 89014
Attorneys for Defendants