

1
2 IN THE SUPREME COURT OF THE STATE OF NEVADA
3

4 Supreme Court No. Electronically Filed
District Court Case No. A-18-77276-0 Jan 22 2020 02:30 p.m.
5 Elizabeth A. Brown
Clerk of Supreme Court

6 VENETIAN CASINO RESORT, LLC, a Nevada limited liability company;
7 LAS VEGAS SANDS, LLC, a Nevada limited liability company,
8 Petitioners,

9 v.

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

15
16 **APPENDIX TO PETITIONERS' EMERGENCY PETITION FOR WRIT OF**
17 **MANDAMUS AND/OR WRIT OF PROHIBITION UNDER NRAP RULES**

18 **21(a)(6) AND 27(e)**
Volume 2 (Exhibit 1)

19 Michael A. Royal, Esq. (SBN 4370)
20 Gregory A. Miles, Esq. (SBN 4336)
ROYAL & MILES LLP
21 1522 W. Warm Springs Rd.
22 Henderson, Nevada 89014
23 Telephone: (702) 471-6777
Facsimile: (702) 531-6777
24 Email: mroyal@royalmilesllp.com
gmiles@royalmilesllp.com
25
26
27
28

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.

INDEX/TABLE OF CONTENTS

Tab	Document/Exhibit Description	Bate Number	Vol.
1	Defendants' Motion for Summary Judgment Pursuant to NRCP 56(c) Based on Statutory Immunity Under the Nevada Industrial Insurance Act (filed July 9, 2019)	VCR 001 - 246	1
		VCR 247 - 492	2
		VCR 493 - 623	3
2	Plaintiff's Opposition to Defendant's Motion for Summary Judgment Pursuant to NRCP 56(c) based on Statutory Immunity Under the Nevada Industrial Insurance Act (filed July 19, 2019)	VCR 624 - 642	3
3	Reply to Plaintiff's Opposition to Defendants' Motion for Summary Judgment Pursuant to NRCP 56(c) Based on Statutory Immunity Under the Nevada Industrial Insurance Act (filed August 6, 2019)	VCR 643 - 693	3
4	Finding of Facts, Conclusion of Law and Order Denying Defendants' Motion for Summary Judgment Based on Statutory Immunity Under the Nevada Industrial Insurance Act (filed September 13, 2019)	VCR 694 - 701	3
5	Hearing Transcript of Defendant's Motion for Summary Judgment Pursuant to NRCP 56(c) Based on Statutory Immunity Under the Nevada Industrial Insurance Act (August 13, 2019)	VCR 702 - 732	3

///

///

///

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

3
4 DATED this 22 day of January, 2020.

5 ROYAL & MILES LLP

6
7
8 By: 

9 Michael A. Royal, Esq. (SBN 4370)
10 Gregory A. Miles, Esq. (SBN 4336)
11 1522 W. Warm Springs Rd.
12 Henderson, NV 89014
13 (702) 471-6777
14 Counsel for Petitioners
15
16
17
18
19
20
21
22
23
24
25
26
27
28

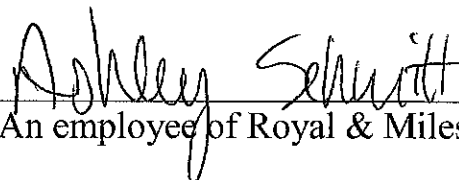
CERTIFICATE OF SERVICE

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 22 day of January, 2020, 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) (Volume 2), 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
and
Sean K. Claggett, Esq.
William T. Sykes, Esq.
Geordan G. Logan, Esq.
CLAGGETT & SYKES LAW FIRM
4101 Meadows Lane, Suite 100
Las Vegas, NV 89107

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

Attorneys for Real Party in Interest


An employee of Royal & Miles LLP

1 RESPONSE NO. 29:

2 Admit.

3 REQUEST NO. 30:

4 Admit that you have been physically unable to work since the date of the subject incident.

5 RESPONSE NO. 30:

6 Admit.

7 REQUEST NO. 31:

8 Admit that you have been physically unable to work since the date of the subject incident.

9 RESPONSE NO. 31:

10 This request is the same as No. 30. Please see my response to Request No. 30.

11 REQUEST NO. 32:


12 Admit that you fell on November 4, 2016 due to the shoes you were wearing at the time.

13 RESPONSE NO. 32:

14 Deny.

15 DATED this 20th day of August, 2018.

16 THE GALLIHER LAW FIRM

17 
18 _____
19 Keith E. Galliher, Jr., Esq.
20 Nevada Bar No. 220
21 1850 E. Sahara Avenue, Suite 107
22 Las Vegas, Nevada 89104
23 *Attorneys for Plaintiff*
24
25
26
27
28

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of THE GALLIHER LAW FIRM and that service of a true and correct copy of the above and foregoing **RESPONSES TO DEFENDANTS REQUEST FOR ADMISSIONS** was served on the 23 day of August, 2018, to the following addressed parties by:

_____ First Class Mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P 5(b)

_____ Facsimile, pursuant to EDCR 7.26 (as amended)

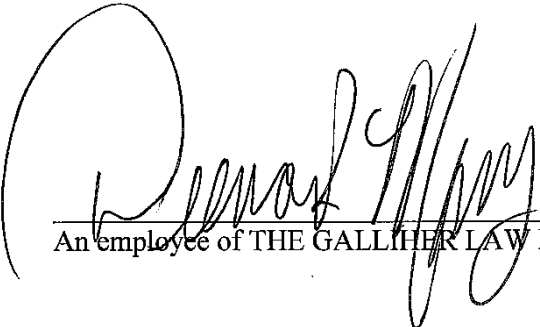
/ _____ Electronic Mail/Electronic Transmission

_____ Hand Delivered to the addressee(s) indicated

_____ Receipt of Copy on this _____ day of _____, 2015,

acknowledged by, _____

Michael A. Royal, Esq.
Gregory A. Miles, Esq.
ROYAL & MILES LLP
1522 W. Warm Springs Rad
Henderson, Nevada 89014
Attorney for Defendant



An employee of THE GALLIHER LAW FIRM

EXHIBIT “I”

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-0680
Narrative Report		Page 1 of 2
OFFENSE(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
LOCATION OF OCCURRENCE	LOCATION NAME Outside Grand Lux Cafe Restrooms	TYPE OF LOCATION BEAT SECTOR
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 000025821	DATE/TIME 11/04/2016 15:30	APPROVED BY Michael Dean 000041303
OFFICER	UNIT/SHIFT	ASSIGNED TO
		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 Narrative Report	CASE # 1611V-0680 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 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 SECTOR
NARRATIVE <p>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).</p> <p>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.</p> <p>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.</p> <p>Video coverage is available per Surveillance.</p> <p>Risk Management was notified.</p> <p>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</p>		
ADMINISTRATION		
BY OFFICER J. Larson 000025821	DATE/TIME 11/04/2016 15:30	APPROVED BY Michael Dean 000041303
OFFICER	UNIT/SHIFT	ASSIGNED TO
		DATE APPROVED 11/05/16
		CASE STATUS Closed

EXHIBIT “J”

Deposition of:

Joyce P. Sekera

Case:

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

Date:

03/14/2019



OASIS
REPORTING SERVICES

400 South Seventh Street • Suite 400, Box 7 • Las Vegas, NV 89101
702-476-4500 | www.oasisreporting.com | info@oasisreporting.com

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

Page 1	Page 3
<p>1 DISTRICT COURT</p> <p>2 CLARK COUNTY, NEVADA</p> <p>3 JOYCE SEKERA, an Individual,)</p> <p>4 Plaintiff,)</p> <p>5 vs.) CASE NO.: A-18-772761-C</p> <p>6) DEPT NO.: XXV</p> <p>7 VENETIAN CASINO RESORT, LLC,)</p> <p>8 d/b/a, THE VENETIAN LAS)</p> <p>9 VEGAS, a Nevada Limited)</p> <p>10 Liability Company; LAS VEGAS)</p> <p>11 SANDS, LLC d/b/a THE)</p> <p>12 VENETIAN LAS VEGAS, a Nevada)</p> <p>13 Limited Liability Company;)</p> <p>14 YET UNKNOWN EMPLOYEE; DOES I)</p> <p>15 through X, inclusive,)</p> <p>16 Defendants.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>DEPOSITION OF JOYCE P. SEKERA</p> <p>Taken on Thursday, March 14, 2019</p> <p>By a Certified Court Reporter</p> <p>At 1522 West Warm Springs Road</p> <p>Henderson, Nevada</p> <p>At 10:00 a.m.</p> <p>Reported by: Blanca I. Cano, CCR No. 861, RPR</p> <p>Job No.: 31775</p>	<p>1 E X H I B I T S</p> <p>2 DEFENDANT MARKED</p> <p>3 H Rivermead Post-Concussion Symptoms 132</p> <p>4 Questionnaire (RPO),</p> <p>PLF 233 to PLF 234</p> <p>5 I Report From Dr. Webber Dated 133</p> <p>11/8/2016, PLF 094 to PLF 098</p> <p>6 J Core Rehab Doctors's Lien, PLF 237 139</p> <p>7 K Patient Report, RADAR 028 140</p> <p>8 L Southern Nevada Medical Group Report, 143</p> <p>9 PLF 214 to PLF 223</p> <p>10 M Pain Diagram Dated 11/21/16, 150</p> <p>11 PLF 224 and 225</p> <p>12 N Radar Medical Group, LLP, Report, 153</p> <p>13 RADAR 388</p> <p>14 O Radar Medical Group, LLP, Reports, 154</p> <p>15 RADAR 058 to RADAR 068</p> <p>16 P Radar Medical Group, LLP, Attorney 164</p> <p>17 Lien, RADAR 149</p> <p>18 Q Pain Chart, RADAR 385 to RADAR 386 165</p> <p>19 R Southern Nevada Medical Group Record, 168</p> <p>20 SOUTHERN 14 to SOUTHERN 18</p> <p>21 S Head Injury Follow-Up Questionnaire, 171</p> <p>22 PLF 146</p> <p>23 T Steinberg Diagnostic Record, 178</p> <p>24 SD 030 to 031</p> <p>25 U Steinberg Diagnostic Record, 179</p> <p>SD 024 to 025</p> <p>V Pain Institute of Nevada Medical Lien, 181</p> <p>PAIN142</p> <p>W Pain Institute of Nevada Pain Diagram, 182</p> <p>PAIN057</p>
Page 2	Page 4
<p>1 APPEARANCES:</p> <p>2 For the Plaintiff:</p> <p>3 THE GALLIHER LAW FIRM</p> <p>4 BY: GEORGE J. KUNZ, ESQ.</p> <p>5 1850 East Sahara Avenue</p> <p>6 Suite 107</p> <p>7 Las Vegas, Nevada 89104</p> <p>8 For the Defendants:</p> <p>9 ROYAL & MILES, LLP</p> <p>10 BY: MICHAEL A. ROYAL, ESQ.</p> <p>11 1522 West Warm Springs Road</p> <p>12 Henderson, Nevada 89014</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>I N D E X</p> <p>WITNESS: JOYCE P. SEKERA</p> <p>EXAMINATION PAGE</p> <p>BY MR. ROYAL 5</p> <p>E X H I B I T S</p> <p>DEFENDANT MARKED</p> <p>A Answers to Interrogatories 17</p> <p>B Second Amended Responses First 18</p> <p>Set of Admissions</p> <p>C Narrative Report, VEN 008 to VEN 009 98</p> <p>D Photographs, VEN 035 to VEN 043 106</p> <p>E Acknowledgement of First Aid 115</p> <p>Assistance and Advice to Seek Medical</p> <p>Care, VEN 017</p> <p>F Emergency Department Record, 118</p> <p>PLF 027 to PLF 030</p> <p>G Form C-4, JS816 123</p>	<p>1 E X H I B I T S</p> <p>2 DEFENDANT MARKED</p> <p>3 X Pain Institute of Nevada Pain 189</p> <p>4 Diagrams, PAIN088, PAIN084, PAIN077,</p> <p>PAIN075, PAIN074, PAIN072, PAIN069</p> <p>5 Y DISC Medical Record, DISC 007 193</p> <p>6 Z Pain Diagram, WRC 049 195</p> <p>7 AA Valley View Surgery Record Dated 197</p> <p>11/30/17, JS495</p> <p>8 BB Medical History Form, WRC 045 to 198</p> <p>9 WRC 048</p> <p>10 CC Steinberg Diagnostic Record, 200</p> <p>11 SD 017 to 018</p> <p>12 DD Pain Diagrams, RADAR 074 to RADAR 075, 200</p> <p>13 RADAR 041 to RADAR 042,</p> <p>14 RADAR 035 to RADAR 036,</p> <p>15 RADAR 019 to RADAR 020</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>EE The Grand Canal Shoppes Map 207</p> <p>*****</p>

Page 5	Page 7
<p>1 HENDERSON, NEVADA, THURSDAY, MARCH 14, 2019;</p> <p>2 10:00 A.M.</p> <p>3 -oOo-</p> <p>4</p> <p>5 (Counsel agreed to waive the court</p> <p>6 reporter requirements under Rule</p> <p>7 30(b)(4) of the Nevada Rules of Civil</p> <p>8 Procedure.)</p> <p>9</p> <p>10 Thereupon,</p> <p>11 JOYCE P. SEKERA,</p> <p>12 was called as a witness, and having been first duly</p> <p>13 sworn, was examined and testified as follows:</p> <p>14</p> <p>15 EXAMINATION</p> <p>16 BY MR. ROYAL:</p> <p>17 Q. Would you please state your full name?</p> <p>18 A. Joyce P. Sekera.</p> <p>19 Q. What's the middle name?</p> <p>20 A. Patricia.</p> <p>21 Q. Okay. And have you gone by any other names?</p> <p>22 A. Joy. That's it.</p> <p>23 Q. Okay. But your last name's always been Sekera?</p> <p>24 A. Yes.</p> <p>25 Q. My name is Mike Royal. I represent the</p>	<p>1 A. It was at Santa Fe.</p> <p>2 Q. And can you give me an idea of when that fall</p> <p>3 occurred?</p> <p>4 A. I can't remember because it's been so many</p> <p>5 years ago.</p> <p>6 Q. Was it in the '90s?</p> <p>7 A. No. No.</p> <p>8 Q. The '80s?</p> <p>9 A. No, no. I want to say 2010. I can't remember.</p> <p>10 But it wasn't yesterday.</p> <p>11 Q. I got it.</p> <p>12 So maybe within the last ten years?</p> <p>13 A. Yeah. Yes.</p> <p>14 Q. Okay. And did that -- so it obviously went to</p> <p>15 litigation because you provided a deposition; is that</p> <p>16 right? You had an attorney, you were sworn in, and you</p> <p>17 had attorneys asking questions like this?</p> <p>18 A. Yeah, but it was just -- it was downtown, I</p> <p>19 remember, and that was it. I didn't go to court or</p> <p>20 anything.</p> <p>21 Q. Okay. But was there a court reporter present?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And were there a couple of attorneys</p> <p>24 present?</p> <p>25 A. Just mine and one more.</p>
Page 6	Page 8
<p>1 Venetian in litigation that is pending that you brought</p> <p>2 related to an incident that occurred on November 4th,</p> <p>3 2016.</p> <p>4 This deposition is an opportunity for me, as</p> <p>5 legal counsel for the Venetian, to ask questions of you</p> <p>6 and receive your responses under oath.</p> <p>7 Do you understand that?</p> <p>8 A. Yes, I do.</p> <p>9 Q. Have you ever done this before, a deposition?</p> <p>10 A. Years and years and years ago. I kind of</p> <p>11 forgot.</p> <p>12 Q. Okay. Just once?</p> <p>13 A. Just once.</p> <p>14 Q. What was that in regards to?</p> <p>15 A. I was a -- it was a witness deposition.</p> <p>16 Q. What was the nature of the case?</p> <p>17 A. My mom, she had fallen.</p> <p>18 Q. She had fallen?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Was that in Las Vegas?</p> <p>21 A. Yes.</p> <p>22 Q. And was that a casino or a hotel or place --</p> <p>23 supermarket?</p> <p>24 A. It was at a casino.</p> <p>25 Q. What was the name of the casino?</p>	<p>1 Q. Okay. And tell me what happened to your mom in</p> <p>2 that fall.</p> <p>3 A. She -- we were in the buffet. That was it, we</p> <p>4 were in the buffet.</p> <p>5 Q. Okay. And you're in the buffet and did you see</p> <p>6 the accident?</p> <p>7 A. Yeah. I was right there.</p> <p>8 Q. And what happened?</p> <p>9 A. She slipped and fell by the salad bar.</p> <p>10 Q. And what kind of injuries did your mom have?</p> <p>11 A. I can't remember every -- I just know that she</p> <p>12 had fallen. I'm not sure what she hit, but it was -- I</p> <p>13 can't remember exactly.</p> <p>14 Q. Did she go to the hospital?</p> <p>15 A. Yes.</p> <p>16 Q. Did she get treatment after the hospital?</p> <p>17 A. Yes.</p> <p>18 Q. Did she have injuries to her back?</p> <p>19 A. Yes.</p> <p>20 Q. Did she have injuries to her neck?</p> <p>21 A. Yes.</p> <p>22 Q. Did she have injuries to either of her arms</p> <p>23 that you recall?</p> <p>24 A. Yes. And her head.</p> <p>25 Q. And her head. Okay.</p>

Page 9	Page 11
<p>1 She struck her head in the fall, if you recall?</p> <p>2 A. I really forget how she fell.</p> <p>3 Q. That's all right.</p> <p>4 But you were there and you saw her fall;</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. And you were the first one to go to her after</p> <p>8 she fell; is that right?</p> <p>9 A. Yes.</p> <p>10 Q. And so in that particular case, did security</p> <p>11 for the hotel respond?</p> <p>12 A. Yes.</p> <p>13 Q. And was she -- did an ambulance, paramedics,</p> <p>14 did they respond?</p> <p>15 A. Yes.</p> <p>16 Q. Did you ride in the ambulance with your mom to</p> <p>17 the hospital?</p> <p>18 A. I can't say for sure, so I'd rather not.</p> <p>19 Q. Okay. And --</p> <p>20 A. I don't remember, that's the thing.</p> <p>21 Q. That's okay.</p> <p>22 Who represented your mom? Who were the</p> <p>23 attorneys?</p> <p>24 A. Keith Galliher.</p> <p>25 Q. Okay. And so I might come back to that, I</p>	<p>1 like to see a full question followed by a full answer.</p> <p>2 A. Okay.</p> <p>3 Q. If we interrupt each other, that's exactly the</p> <p>4 way it comes out on the transcript and it's really hard</p> <p>5 to follow.</p> <p>6 A. Uh-huh.</p> <p>7 Q. So if I'm in the middle of a question -- even</p> <p>8 if you say "uh-huh" in the middle of the question, it</p> <p>9 will come out on the transcript like that. And so I</p> <p>10 just need you to be patient. I don't expect you to be</p> <p>11 perfect, because it's going to happen, and if you</p> <p>12 interrupt me, it's not a sin. I'll just say, "Hey, I</p> <p>13 need to -- just wait until I am done with my question</p> <p>14 and then I'll start over."</p> <p>15 If you say something like "uh-huh" or "uh-uh,"</p> <p>16 then I will say, "I need you to respond in a way that</p> <p>17 we'll understand on the record." So if that's a yes --</p> <p>18 if you're shaking your head yes, I may say, "Is that a</p> <p>19 'yes,'" just to remind you that when it comes out on the</p> <p>20 transcript, an "uh-huh" or "uh-uh" doesn't -- if we have</p> <p>21 to use this later at trial, we don't want ambiguities in</p> <p>22 the record. So just keep that in mind.</p> <p>23 If I ask you a question that you don't</p> <p>24 understand, that's fine. You won't understand every</p> <p>25 single question I ask. I don't expect that. However,</p>
Page 10	Page 12
<p>1 might not, but I didn't mean to get into so much detail</p> <p>2 before going through my general admonitions, but you</p> <p>3 have been through a deposition before, you understand</p> <p>4 that we are -- you're on the record --</p> <p>5 A. Yes.</p> <p>6 Q. -- and you're under oath?</p> <p>7 A. Yes.</p> <p>8 Q. Have you ever seen -- did you see the</p> <p>9 transcript of your deposition from ten years ago in your</p> <p>10 mom's case?</p> <p>11 A. No, I did not.</p> <p>12 Q. Okay. Have you ever seen one before, a</p> <p>13 transcript of a deposition, what they look like? You've</p> <p>14 got numbers on the left side and you've got questions</p> <p>15 followed by answers?</p> <p>16 A. Uh-huh.</p> <p>17 Q. Have you seen something like that before?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So that's what we're creating today.</p> <p>20 We're creating a record, a transcript. That's what</p> <p>21 we'll have when we're done. And so what we want is that</p> <p>22 when we turn the pages and read the transcript, that we</p> <p>23 can see clearly what happened, how you're testifying.</p> <p>24 A. Okay.</p> <p>25 Q. So in order to make that work that way, we'd</p>	<p>1 if I do ask a question and you provide me with an</p> <p>2 answer, when we look at the transcript five months from</p> <p>3 now we'll assume that you understood the question and</p> <p>4 you answered accordingly.</p> <p>5 So if I ask something you don't understand,</p> <p>6 just say, "Could you re-ask the question? Could you</p> <p>7 state that again?" Sometimes I may have the court</p> <p>8 reporter read it back and sometimes I may ask it some</p> <p>9 other way to help you, you know, understand. Okay?</p> <p>10 Fair enough?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Now, there's a couple reasons we take</p> <p>13 depositions. One is I want to know how you're going to</p> <p>14 testify at trial. It helps me prepare. And so if you</p> <p>15 testify today, for example, that the light was green --</p> <p>16 if this was an auto accident -- and I'm going to expect</p> <p>17 that when you show up at trial, you're going to say the</p> <p>18 light was green. If you show up at trial and say the</p> <p>19 light was red, I'm going to pull up your deposition</p> <p>20 transcript and I'll probably have you read it and say,</p> <p>21 "Okay. Remember your deposition and you were under</p> <p>22 oath," and remind you that you testified it was green.</p> <p>23 And so that helps me prepare so we know what is</p> <p>24 going to happen at trial. And it doesn't mean you can't</p> <p>25 testify differently at trial, it just means I can</p>

Page 13	Page 15
<p>1 comment that you testified previously differently.</p> <p>2 Does that make sense?</p> <p>3 A. Yes.</p> <p>4 Q. Another reason for a deposition is just to get</p> <p>5 information. And so I'm going to be asking you</p> <p>6 questions today to get information about you. This is</p> <p>7 kind of my one shot to do that. And so I'll ask -- I'll</p> <p>8 go through the deposition and ask questions about your</p> <p>9 background. Of course, I'll ask questions about the</p> <p>10 incident. I'll ask questions about your employment.</p> <p>11 I'll ask questions about your physical health and, you</p> <p>12 know, the course that you went through and anything</p> <p>13 related to that. Okay?</p> <p>14 A. Okay.</p> <p>15 Q. If you need to take a break, just let me know.</p> <p>16 I'm not here to hold you hostage. And we can take a</p> <p>17 break at any time.</p> <p>18 Understood?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Let me think. I know there's -- are you</p> <p>21 on any kind of medication?</p> <p>22 A. I take metformin for prediabetes.</p> <p>23 Q. Okay. That doesn't affect your mental clarity,</p> <p>24 does it?</p> <p>25 A. No.</p>	<p>1 if your best testimony is "I don't remember," that's</p> <p>2 fine. Okay?</p> <p>3 A. Okay.</p> <p>4 Q. Okay. I think I hit everything.</p> <p>5 Did you have a chance to meet with your counsel</p> <p>6 prior to the deposition to talk -- I don't want to know</p> <p>7 the substance of what you talk about with your attorney.</p> <p>8 Okay? That's privileged. I don't want to get into</p> <p>9 that. I just want to know if you had a chance to meet</p> <p>10 and kind of prepare for the deposition?</p> <p>11 A. Yes.</p> <p>12 Q. Did you do that today? yesterday? When did you</p> <p>13 do that?</p> <p>14 A. Before -- well --</p> <p>15 Q. This morning?</p> <p>16 A. Monday. Sorry.</p> <p>17 Q. That's okay.</p> <p>18 Can you just tell me, in preparation for your</p> <p>19 deposition, did you review any documents?</p> <p>20 A. No.</p> <p>21 Q. Did you look at any photographs?</p> <p>22 A. No.</p> <p>23 Q. Did you look at any video?</p> <p>24 A. No.</p> <p>25 Q. Did you look at any medical records?</p>
Page 14	Page 16
<p>1 Q. Now, I had someone get really offended when I</p> <p>2 asked a question about medications just recently, got</p> <p>3 really offended and thought I was getting too personal</p> <p>4 and that kind of thing.</p> <p>5 Just so you know, I ask that question and those</p> <p>6 kinds of questions to make sure it's clear on the record</p> <p>7 that you're here today, you're not on something that's,</p> <p>8 you know, going to make you woozy, and later if you</p> <p>9 testify differently, you say, "But I was taking pain</p> <p>10 meds and I couldn't remember."</p> <p>11 Does that make sense?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. I think I -- one other thing. If you</p> <p>14 don't know something, don't worry. Just say, "I don't</p> <p>15 know."</p> <p>16 A. Okay.</p> <p>17 Q. I don't want you to guess. Now, if you don't</p> <p>18 know something, I may press you. I may say, "Well, what</p> <p>19 about this?" I may give you facts. I may show you a</p> <p>20 document to refresh your memory. I may show you a</p> <p>21 picture or whatever.</p> <p>22 If that helps you remember, great. If it</p> <p>23 doesn't help you remember, that's fine too.</p> <p>24 A. Okay.</p> <p>25 Q. I'm just trying to get your best testimony, and</p>	<p>1 A. No.</p> <p>2 Q. How much time did you spend preparing with</p> <p>3 counsel -- preparing for your deposition with counsel?</p> <p>4 How much time?</p> <p>5 A. About an hour.</p> <p>6 Q. Okay. Was that at Mr. Galliher's office?</p> <p>7 A. Yes.</p> <p>8 Q. Other than that, you haven't looked at anything</p> <p>9 to prepare for your deposition?</p> <p>10 A. No.</p> <p>11 Q. Okay. Can I ask you -- so you had in this</p> <p>12 case -- I have responses to written questions. They're</p> <p>13 called interrogatories.</p> <p>14 Do you remember looking at those at any time in</p> <p>15 the last week or two?</p> <p>16 A. No.</p> <p>17 Q. Do you remember ever looking at those?</p> <p>18 A. You know what, I can't say for sure. Maybe two</p> <p>19 years ago. I don't know. I don't keep notes.</p> <p>20 Q. I'm just going to show you these documents.</p> <p>21 Okay?</p> <p>22 A. Okay.</p> <p>23 MR. ROYAL: I'm sorry. I just have two.</p> <p>24 I'm going to go ahead and mark these as A.</p> <p>25 ///</p>

Page 17	Page 19
<p>1 (Exhibit A was marked.)</p> <p>2 BY MR. ROYAL:</p> <p>3 Q. Just look at these, if you would. All I want</p> <p>4 you to do is look at them and see if they look familiar</p> <p>5 to you, if you remember providing responses, and on the</p> <p>6 very last page or second-to-last page there's a</p> <p>7 verification page.</p> <p>8 MR. KUNZ: This is the question, here's your</p> <p>9 answer.</p> <p>10 THE WITNESS: Oh.</p> <p>11 MR. KUNZ: It goes down the line. You're going</p> <p>12 to see interrogatories and answers. Just go ahead and</p> <p>13 review those. Take your time.</p> <p>14 BY MR. ROYAL:</p> <p>15 Q. I'm going to ask you questions from these, so I</p> <p>16 just want to make sure that you've had a chance to</p> <p>17 review them. In fact, here's what I think we ought to</p> <p>18 do. Let's go off the record for a minute, and I'm going</p> <p>19 to have you review these, take a few minutes, and then</p> <p>20 we'll go back on the record so you don't feel pressured.</p> <p>21 A. Okay.</p> <p>22 Q. I'm going to have you review those and I'm</p> <p>23 going to have you also review these, which are --</p> <p>24 MR. KUNZ: Thank you.</p> <p>25 This will be Exhibit B?</p>	<p>1 27th. I'm not sure. But at any rate, in August of</p> <p>2 2018, this says you reviewed the answers to</p> <p>3 interrogatories, you verified that they were accurate,</p> <p>4 and that's your signature?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. So having looked at these again, did it</p> <p>7 refresh your recollection?</p> <p>8 A. Yes.</p> <p>9 Q. Did you see any of your responses that appeared</p> <p>10 inaccurate or --</p> <p>11 A. Yes.</p> <p>12 Q. Let's go --</p> <p>13 MR. KUNZ: You're talking about the</p> <p>14 interrogatories or the admissions?</p> <p>15 MR. ROYAL: Yes, the interrogatories.</p> <p>16 MR. KUNZ: So there are two different --</p> <p>17 THE WITNESS: Oh.</p> <p>18 BY MR. ROYAL:</p> <p>19 Q. Yeah. Let's just focus on the interrogatories.</p> <p>20 Did you see anything in the interrogatories you</p> <p>21 wanted to change?</p> <p>22 A. No.</p> <p>23 Q. Okay. Did you see something in the admissions</p> <p>24 that you wanted to change?</p> <p>25 A. Yes.</p>
Page 18	Page 20
<p>1 MR. ROYAL: Yeah. We'll make it B, the</p> <p>2 admissions.</p> <p>3 (Exhibit B was marked.)</p> <p>4 (A short recess was taken from 10:14 a.m.</p> <p>5 to 10:32 a.m.)</p> <p>6 BY MR. ROYAL:</p> <p>7 Q. So we're back on the record. Looks like you</p> <p>8 took about, I don't know, 15 to 20 minutes to look at</p> <p>9 these exhibits we've marked as A and B.</p> <p>10 A. Yes.</p> <p>11 Q. Do you now -- having looked at these, do they</p> <p>12 refresh your recollection? Have you seen them before?</p> <p>13 A. I could have a while back ago [sic], but I --</p> <p>14 that's why it took a few.</p> <p>15 Q. Okay. But when you looked at the</p> <p>16 interrogatories, which we marked as Exhibit A, the</p> <p>17 questions followed by answers and then there's a</p> <p>18 signature page on the back -- did you see that signature</p> <p>19 page? It's the second page from the -- it's right here.</p> <p>20 It says "Verification."</p> <p>21 A. Oh, yes. Yes.</p> <p>22 Q. That's your signature?</p> <p>23 A. Yes, it is.</p> <p>24 Q. All right. So this was signed, it looks like,</p> <p>25 August of 2018. I think that's maybe August 21st or</p>	<p>1 Q. Okay. That's -- the admissions are Exhibit B,</p> <p>2 so let's just look at those.</p> <p>3 Was there more than one?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Let's go to the first one.</p> <p>6 Which one did you note that is not correct?</p> <p>7 MR. KUNZ: Page 2, No. 2.</p> <p>8 THE WITNESS: Thank you.</p> <p>9 BY MR. ROYAL:</p> <p>10 Q. I'll read it. "Admit that you did not see</p> <p>11 liquid on the floor of the subject area after your fall</p> <p>12 on November 4, 2016," and then it says, "Deny."</p> <p>13 A. Yes, because I didn't see it. I was looking</p> <p>14 through the people to walk to the restroom. I felt it</p> <p>15 when I fell.</p> <p>16 Q. Okay. So --</p> <p>17 A. I remember my pants being wet.</p> <p>18 Q. Okay. So I get it. So you would change that</p> <p>19 to "Admit"?</p> <p>20 I'll read it to you again. Request No. 2 in</p> <p>21 Exhibit B, page 2, says, "Admit that you did not see</p> <p>22 liquid on the floor of the subject area after your fall</p> <p>23 on November 4, 2016."</p> <p>24 You would admit that; is that correct?</p> <p>25 A. I felt it.</p>

Page 21	Page 23
<p>1 Q. No. I get that you -- I understand. Look, the</p> <p>2 question is you did not see it?</p> <p>3 A. Right. Correct.</p> <p>4 Q. Okay. So you would admit you did not see it?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. I understand you felt it, and we'll get</p> <p>7 into the specifics of that.</p> <p>8 Was there another change?</p> <p>9 MR. KUNZ: Page 7.</p> <p>10 BY MR. ROYAL:</p> <p>11 Q. Before we get to that one, let me look at</p> <p>12 Request No. 3 and have you look at that.</p> <p>13 Request No. 3 reads, "Admit that you did not</p> <p>14 see a foreign substance on the floor potentially causing</p> <p>15 your fall on November 4, 2016, at any time."</p> <p>16 Again, I know you said you felt it, but the</p> <p>17 question is did you see it?</p> <p>18 A. No, I did not.</p> <p>19 Q. Okay. So the answer to No. 3, would that also</p> <p>20 be "Admit" instead of "Deny"?</p> <p>21 A. Correct.</p> <p>22 Q. Okay. Those were kind of the same.</p> <p>23 Which one are we on now?</p> <p>24 MR. KUNZ: Page 7.</p> <p>25 MR. ROYAL: Which number?</p>	<p>1 yourself to Centennial Hills Hospital on November 4,</p> <p>2 2016." Your response was, "Deny," which if you did</p> <p>3 drive, I think is a consistent response.</p> <p>4 THE WITNESS: Oh, okay.</p> <p>5 BY MR. ROYAL:</p> <p>6 Q. I mean, the way I read that --</p> <p>7 A. I drove.</p> <p>8 Q. -- is you drove.</p> <p>9 A. Okay. Got it.</p> <p>10 Q. If his report said you didn't drive, that would</p> <p>11 not be accurate.</p> <p>12 That's your position; right?</p> <p>13 A. Right.</p> <p>14 Q. Okay.</p> <p>15 Is there any other changes?</p> <p>16 MR. KUNZ: That's it.</p> <p>17 BY MR. ROYAL:</p> <p>18 Q. Okay. So let me get back into some of the</p> <p>19 other stuff.</p> <p>20 What's your mom's name?</p> <p>21 A. Carole, with an "e", Divito, D-i-v-i-t-o.</p> <p>22 Q. Divito. Okay.</p> <p>23 A. (Nods head.)</p> <p>24 Q. I've heard that name before.</p> <p>25 A. Danny?</p>
Page 22	Page 24
<p>1 MR. KUNZ: Hold on just a second, please.</p> <p>2 Number 27.</p> <p>3 BY MR. ROYAL:</p> <p>4 Q. Okay. Number 27 reads, "Admit that William D.</p> <p>5 Smith, M.D., accurately related in his report of your</p> <p>6 February 22nd, 2018, visit that you lost consciousness</p> <p>7 as a result of the subject incident."</p> <p>8 A. I don't know what the correct wording would be.</p> <p>9 I was dazed and shocked and I don't remember. I knew I</p> <p>10 didn't -- lose consciousness was you're out cold.</p> <p>11 Q. Okay. So we'll get to that too.</p> <p>12 Is it your testimony that when you -- when this</p> <p>13 incident happened, you were not out cold?</p> <p>14 A. I remember falling and talking, but I don't</p> <p>15 know what was coming out. I was -- I had pain and I</p> <p>16 don't remember.</p> <p>17 Q. Okay. Are there any other changes?</p> <p>18 MR. KUNZ: There is. Page 8.</p> <p>19 MR. ROYAL: Which number? Again, we're talking</p> <p>20 about Exhibit B.</p> <p>21 THE WITNESS: Oh, I did drive.</p> <p>22 MR. KUNZ: Request No. 28.</p> <p>23 MR. ROYAL: "Admit that William D. Smith,</p> <p>24 M.D., accurately related in his report on your</p> <p>25 February 22nd, 2018, visit that you did not drive</p>	<p>1 Q. Yeah.</p> <p>2 Okay. So do you live with your mom?</p> <p>3 A. Yes.</p> <p>4 Q. You both reside -- what's your address?</p> <p>5 A. 7840 Nesting Pine Place.</p> <p>6 Q. How long have you resided there?</p> <p>7 A. Ten years.</p> <p>8 Q. That's in Las Vegas?</p> <p>9 A. Yes.</p> <p>10 Q. And do you have any children?</p> <p>11 A. One.</p> <p>12 Q. What's -- boy or girl?</p> <p>13 A. Girl.</p> <p>14 Q. And her name?</p> <p>15 A. Marissa Freeman.</p> <p>16 Q. And have you ever been married?</p> <p>17 A. No.</p> <p>18 Q. How old is Marissa?</p> <p>19 A. 34.</p> <p>20 Q. Is she married? children?</p> <p>21 A. Yes.</p> <p>22 Q. Does she have children?</p> <p>23 A. Yes.</p> <p>24 Q. How many children --</p> <p>25 A. Two. Two boys.</p>

Page 25	Page 27
<p>1 MR. KUNZ: Let him finish.</p> <p>2 THE WITNESS: Oh, I'm sorry.</p> <p>3 BY MR. ROYAL:</p> <p>4 Q. Okay. So she has two boys.</p> <p>5 So you have two grandchildren?</p> <p>6 A. Yes.</p> <p>7 Q. And do they live with you?</p> <p>8 A. No.</p> <p>9 Q. So you just live with your mother?</p> <p>10 A. Yes.</p> <p>11 Q. Where does Marissa live? In Las Vegas?</p> <p>12 A. Yes.</p> <p>13 Q. What's her husband's name?</p> <p>14 A. Brian.</p> <p>15 Q. And so Marissa and Brian live in Las Vegas,</p> <p>16 they have two boys, and do you see them frequently?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Those are your only grandchildren, those</p> <p>19 two boys?</p> <p>20 A. Yes.</p> <p>21 Q. And what are the ages of the boys?</p> <p>22 A. Five and seven.</p> <p>23 Q. Okay. Does Marissa work?</p> <p>24 A. No.</p> <p>25 Q. What's her husband do?</p>	<p>1 recall told you that you were not able to work because</p> <p>2 of your condition?</p> <p>3 A. I cannot remember the last time, the date of</p> <p>4 when I saw the doctor.</p> <p>5 Q. Would it be in the last year?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. Would it be in the last six months?</p> <p>8 A. Yes.</p> <p>9 Q. And are you still getting compensation from</p> <p>10 workers' comp for not working -- I don't know what it's</p> <p>11 called -- total temporary disability?</p> <p>12 MR. KUNZ: If I can, objection. It's</p> <p>13 collateral source.</p> <p>14 Go ahead.</p> <p>15 THE WITNESS: I don't know what's going on with</p> <p>16 that. You have to ask Keith. I have no idea.</p> <p>17 BY MR. ROYAL:</p> <p>18 Q. Okay. Well, are you -- do you have any kind of</p> <p>19 compensation that you get for not working from workers'</p> <p>20 comp?</p> <p>21 A. No.</p> <p>22 MR. KUNZ: Same objection.</p> <p>23 BY MR. ROYAL:</p> <p>24 Q. All right. When is the last time -- strike</p> <p>25 that.</p>
Page 26	Page 28
<p>1 A. He's a dentist.</p> <p>2 Q. Okay. Is he a young dentist? How long has he</p> <p>3 been practicing?</p> <p>4 A. Let's see. They got married in...</p> <p>5 About ten years.</p> <p>6 Q. Okay. I understand that you are not employed.</p> <p>7 A. Yes.</p> <p>8 Q. And I've read in some of the records you're</p> <p>9 retired, but you would work if you were healthy?</p> <p>10 A. If I could, yes.</p> <p>11 Q. Okay. So you're retired or you're unemployed</p> <p>12 because of your health; is that right?</p> <p>13 A. I'm what?</p> <p>14 Q. You're not working because of your health?</p> <p>15 A. Yes.</p> <p>16 Q. And as I understand it, you've not worked since</p> <p>17 November 4, 2016?</p> <p>18 A. Yes.</p> <p>19 Q. And that's because of your health?</p> <p>20 A. Correct.</p> <p>21 Q. Are you still getting -- is there a doctor who</p> <p>22 has told you recently within the last 60 days that you</p> <p>23 cannot work?</p> <p>24 A. I mean, I don't have any documents to that.</p> <p>25 Q. Okay. When's the last time a doctor that you</p>	<p>1 You have a workers' compensation case; correct?</p> <p>2 A. Correct.</p> <p>3 Q. And that case is still ongoing, it's not</p> <p>4 closed; is that right?</p> <p>5 A. Right.</p> <p>6 Q. And you're still getting treatment under the</p> <p>7 workers' comp portion of your case?</p> <p>8 A. Yes.</p> <p>9 Q. And the reason I say that is because you were</p> <p>10 injured in this case, you were in the course and scope</p> <p>11 of your employment?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And so you made a workers' comp claim</p> <p>14 and then they kind of handle it. You kind of have two</p> <p>15 tracks in this case.</p> <p>16 In other words, you have workers' comp doctors,</p> <p>17 then you have doctors who aren't workers' compensation</p> <p>18 doctors?</p> <p>19 A. Yes.</p> <p>20 MR. KUNZ: Just object. It calls for a legal</p> <p>21 conclusion.</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. So you were employed by Brand Vegas.</p> <p>24 Is that the name of your employer?</p> <p>25 A. Yes.</p>

Page 29

1 Q. I wrote down Las Vegas Tours.
 2 Is that -- did it go by that?
 3 A. My understanding, Brand Vegas subcontracted
 4 half a booth in the Venetian for us to sell show
 5 tickets. The other side sold only tours.
 6 Q. Okay.
 7 A. They could have been called that. I'm sorry.
 8 Q. That's okay.
 9 Did you -- we'll get into that in just a
 10 minute.
 11 What's your date of birth?
 12 A. 3/22/56.
 13 Q. Okay. I have a phone number of (702) 467-5457;
 14 is that correct?
 15 A. Yes.
 16 Q. Is that a cell?
 17 A. Yes.
 18 Q. Last four digits of your Social, 8430?
 19 A. Correct.
 20 Q. What's your highest level of education?
 21 A. I want to say 13.
 22 Q. Does that mean --
 23 A. I didn't finish college.
 24 Q. What year did you graduate from high school?
 25 A. '73, in December.

Page 30

1 Q. Okay. And you said 13, so did you go to
 2 community college for a year?
 3 A. Yes.
 4 Q. Was that in Las Vegas?
 5 A. No. That was back in New York.
 6 Q. And how long have you been in Las Vegas?
 7 A. Since '96 I want to say.
 8 Q. Okay. And so you moved to Vegas in '96 from
 9 New York?
 10 A. Correct.
 11 Q. Okay.
 12 A. No. From Mississippi.
 13 Q. Okay. How long were you in Mississippi?
 14 A. Two years.
 15 Q. What were you doing there?
 16 A. I was on charter jets flying people in from
 17 casinos when they first opened in '95.
 18 Q. In Mississippi?
 19 A. Yes.
 20 Q. What was your job?
 21 A. I was host of the charter flights.
 22 Q. So did you fly on the flights?
 23 A. Yes.
 24 Q. Okay. How many years did you do that?
 25 A. Two years.

Page 31

1 Q. Okay. Who was your employer?
 2 A. I couldn't remember that. Oh, my God.
 3 Q. That's okay.
 4 But you hosted charter flights. Where would
 5 these flights go? Would they go around the world?
 6 A. No. There was 75 cities that we flew to and it
 7 would go to Casino Magic.
 8 Q. So you would -- tell me how it worked.
 9 A. I would fly with the aircraft to the
 10 destination to bring the people in. And I had a list
 11 and I was just checking people in.
 12 Q. Okay.
 13 A. And then on board the flights, we had games.
 14 Q. Gaming-type games?
 15 A. Yes.
 16 Q. Okay. And you didn't -- you weren't a dealer
 17 or anything for those games?
 18 A. Oh, no.
 19 Q. Just a host?
 20 A. Just a hostess, that's it.
 21 Q. So you did that for a couple of years.
 22 How about prior to that? What did you do for
 23 employment?
 24 A. You're going back years. I worked at Uhlen
 25 Carriage Company. It was a manufacturing wholesale

Page 32

1 place.
 2 Q. What was the name of it?
 3 A. Uhlen Carriage.
 4 Q. Was that in New York?
 5 A. Yes. Upstate.
 6 Q. Okay. Did you graduate from high school in New
 7 York State?
 8 A. Yes.
 9 Q. Did you live in New York State until 1994?
 10 A. Yes.
 11 Q. So you had --
 12 A. No. Until I worked for Casino Magic for two
 13 years. I can't remember the dates. It was, like, two
 14 years before I came here because I was under contract.
 15 Q. So I'm working backwards. So you said you
 16 moved to Vegas in 1996. You said you worked prior to
 17 that in Mississippi for two years, so I wrote 1994 to
 18 '96.
 19 A. Okay.
 20 Q. You were with Casino Magic or something?
 21 A. Right. That was the name of the casino there
 22 in St. Louis.
 23 Q. Okay.
 24 A. When I -- oh, sorry. Go ahead.
 25 Q. So then prior to that you worked at Uhlen --

Page 33	Page 35
<p>1 A. Uhlen Carriage.</p> <p>2 Q. I'm not spelling it right.</p> <p>3 Could you spell it?</p> <p>4 A. U-h-l-e-n.</p> <p>5 Q. Okay. I'm just not pronouncing it right.</p> <p>6 Okay. Uhlen Carriage.</p> <p>7 And how long did you work for Uhlen Carriage?</p> <p>8 A. God, I can't remember.</p> <p>9 Q. Would it be more than five years?</p> <p>10 A. No.</p> <p>11 Q. But they're in New York State?</p> <p>12 A. Uh-huh.</p> <p>13 Q. Yes?</p> <p>14 A. Yes.</p> <p>15 Q. And prior to Uhlen Carriage, what did you do?</p> <p>16 A. I just can't remember.</p> <p>17 Q. I know you can't remember dates, but do you</p> <p>18 remember -- did you work at McDonald's, did you -- okay.</p> <p>19 That's fine. Let's move forward from when you got to</p> <p>20 Vegas.</p> <p>21 A. Okay.</p> <p>22 Q. Let's talk about your employment after you got</p> <p>23 to Las Vegas.</p> <p>24 1996, I saw -- let me just put it this way: I</p> <p>25 saw you worked for some --</p>	<p>1 A. Caesars, Sahara, Venetian, Boardwalk, which is</p> <p>2 no longer there. There were quite a few.</p> <p>3 Q. So when you worked -- strike that.</p> <p>4 As I understand it, you started at Brand Vegas</p> <p>5 in December of 2015?</p> <p>6 A. Correct.</p> <p>7 Q. And you were doing the same thing that you were</p> <p>8 doing for Allstate Tickets and Tours?</p> <p>9 A. Except not selling tours, just shows.</p> <p>10 Q. I see. All right.</p> <p>11 So let's go back to -- let me just ask you:</p> <p>12 Why did you leave Allstate Ticketing and Tours in 2010?</p> <p>13 A. That's just it. It was bought out four</p> <p>14 different times. There was a new boss that came in and</p> <p>15 he let a lot of people go. Downsizing or what have you.</p> <p>16 Q. So you were let go, I assume; is that right?</p> <p>17 A. Yes.</p> <p>18 Q. So you were let go by Allstate Tickets and</p> <p>19 Tours in 2010?</p> <p>20 A. They weren't called Allstate, though. They're</p> <p>21 different names. I can't remember. Sorry.</p> <p>22 Q. Oh, okay. I'm sorry.</p> <p>23 So -- but you were doing -- you were working as</p> <p>24 a kiosk employee, which was originally Allstate</p> <p>25 Ticketing and Tours. You survived several changes --</p>
Page 34	Page 36
<p>1 A. Allstate -- okay.</p> <p>2 Q. Allstate Ticket and Tours?</p> <p>3 A. Uh-huh.</p> <p>4 Q. Yes?</p> <p>5 A. Yes.</p> <p>6 Q. So once you got to Vegas, you worked for</p> <p>7 Allstate Ticket and Tours and you worked there until</p> <p>8 2010?</p> <p>9 A. Yes. They were bought out four times, but,</p> <p>10 yes, I stayed the same job.</p> <p>11 Q. What did you do for them for the 14 or 15 years</p> <p>12 you were there?</p> <p>13 A. Sell show tickets and tours.</p> <p>14 Q. And did you work in a kiosk?</p> <p>15 A. Yes.</p> <p>16 Q. And was it in a casino?</p> <p>17 A. At the airport mainly, but they had several</p> <p>18 booths so we would alternate different casinos when they</p> <p>19 needed us and Caesars, so...</p> <p>20 Q. Okay. So you would work various kiosks that</p> <p>21 were at the airport and different casinos --</p> <p>22 A. Correct.</p> <p>23 Q. -- hotels?</p> <p>24 A. Yes.</p> <p>25 Q. Which hotels? You said -- I heard Caesars.</p>	<p>1 A. Buyouts.</p> <p>2 Q. -- of ownership --</p> <p>3 A. Yes.</p> <p>4 Q. -- until 2010, they did some downsizing and</p> <p>5 then you were out of a job?</p> <p>6 A. Correct.</p> <p>7 Q. What did you do from 2010 to December 2015 for</p> <p>8 employment?</p> <p>9 A. I didn't. I didn't work is what I'm saying.</p> <p>10 Q. Okay. Is there a reason you didn't work?</p> <p>11 A. My daughter had the babies and I helped her out</p> <p>12 back then.</p> <p>13 Q. Okay. So you just chose to stay home?</p> <p>14 A. Correct.</p> <p>15 Q. This wasn't you out looking for work and you</p> <p>16 couldn't find a job?</p> <p>17 A. Oh, yeah. In the beginning, yes. If you want</p> <p>18 to go back, yeah, for unemployment, I definitely tried</p> <p>19 and tried and I couldn't.</p> <p>20 Q. Were you on unemployment for a while?</p> <p>21 A. Yes, I was.</p> <p>22 Q. How long did that last? About 18 months or so?</p> <p>23 A. I can't remember how long it was. I thought a</p> <p>24 year, but I'm not sure.</p> <p>25 Q. But at some point it sounds like you were --</p>

Page 37	Page 39
<p>1 strike that.</p> <p>2 When you were let go, you were receiving</p> <p>3 unemployment, you were still looking for another job,</p> <p>4 and then at some point you decided to just kind of focus</p> <p>5 on your grandchildren and helping your daughter?</p> <p>6 A. Yes.</p> <p>7 Q. And then -- okay. Let me go back to when you</p> <p>8 were working for this ticketing and tour company from</p> <p>9 1996 to 2010, you said you worked at the -- there was a</p> <p>10 kiosk at the Venetian; is that right?</p> <p>11 A. And the convention center, yes.</p> <p>12 Q. Okay.</p> <p>13 A. I forgot about that, yeah.</p> <p>14 Q. Tell me about the kiosk at the Venetian.</p> <p>15 Where was that located?</p> <p>16 A. In the front. When you walk in from the Strip,</p> <p>17 you go up the ramp and it's right there. I forget what</p> <p>18 they call that hall.</p> <p>19 Q. Okay. So --</p> <p>20 A. It's beautiful, the ceiling.</p> <p>21 Q. So there's the front desk area --</p> <p>22 A. No. That's in the casino. We were up in the</p> <p>23 mall.</p> <p>24 Q. Okay. So you had -- where was this kiosk</p> <p>25 located --</p>	<p>1 Q. You threw me with movie theater. I'm not</p> <p>2 sure --</p> <p>3 A. The movie theater -- that's why I referenced</p> <p>4 the restroom and then the movie theater. So then you go</p> <p>5 up the escalator, you can see the booth. Sorry. I'm</p> <p>6 trying to bring myself there.</p> <p>7 Q. That's okay. Let me ask it this way, just so</p> <p>8 I'm clear. Okay? In 2010, when you were -- up to 2010,</p> <p>9 so from 1996 to 2010 when you were working for Allstate</p> <p>10 Tickets and Tours and its succeeding companies, you were</p> <p>11 working at a kiosk at the airport, Caesars Palace, the</p> <p>12 Sahara, the Venetian, the Boardwalk, and the convention</p> <p>13 center; right? They had -- and you kind of rotate?</p> <p>14 A. Yes.</p> <p>15 Q. And when you would -- when I say "rotate,"</p> <p>16 would you be assigned to go work at the Caesars kiosk</p> <p>17 for a day?</p> <p>18 A. Correct.</p> <p>19 Q. And then you'd be assigned to work at the</p> <p>20 Sahara for a day?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And so the one that was for the Venetian</p> <p>23 at that time was located near Tao on the level of the</p> <p>24 mall?</p> <p>25 A. Yes.</p>
Page 38	Page 40
<p>1 A. Right by Tao.</p> <p>2 Q. Okay. That was my question. I was trying to</p> <p>3 look for a landmark. I know where Tao is.</p> <p>4 MR. KUNZ: Let him finish.</p> <p>5 THE WITNESS: I'm sorry.</p> <p>6 MR. KUNZ: That's okay.</p> <p>7 BY MR. ROYAL:</p> <p>8 Q. So now as I understand it, the kiosk that you</p> <p>9 worked at at the time of the incident was also close to</p> <p>10 Tao; is that right?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. So --</p> <p>13 A. No. Wait a minute. Say that again. I'm</p> <p>14 sorry. I didn't hear that.</p> <p>15 Q. The kiosk that you were working at --</p> <p>16 A. Correct.</p> <p>17 Q. -- when you were working for Brand Las Vegas,</p> <p>18 where was that located?</p> <p>19 A. That was by Bouchon -- no. No. It was -- by</p> <p>20 the rooms. It was when you first went in from the movie</p> <p>21 theater up the escalator. It was right there before you</p> <p>22 go in the mall.</p> <p>23 Q. Was it near Tao?</p> <p>24 A. No. It's a smaller booth. What's it by?</p> <p>25 Sorry.</p>	<p>1 Q. Okay. And, again, you would work there for a</p> <p>2 day or so and then you'd go to the next place, Boardwalk</p> <p>3 or wherever?</p> <p>4 A. Right.</p> <p>5 Q. So would it be fair to say that while you were</p> <p>6 working at Allstate Ticketing and Tours -- I'll just say</p> <p>7 Allstate Ticketing and Tours --</p> <p>8 A. Okay.</p> <p>9 Q. -- and we'll understand that they were bought</p> <p>10 out and you worked for the same -- you're doing the same</p> <p>11 thing for 14, 15 years; right?</p> <p>12 A. Right.</p> <p>13 Q. And so during that time, you were -- would it</p> <p>14 be fair to say that about once a week you would have</p> <p>15 been at the Venetian working at that kiosk?</p> <p>16 A. No. A lot of times they kept me at Caesars</p> <p>17 Forum Shops.</p> <p>18 Q. How often would you have in that 15-year period</p> <p>19 worked at the kiosk at the Venetian?</p> <p>20 A. I have no idea. Not a lot.</p> <p>21 Q. Once a month?</p> <p>22 A. They change the schedule so that they kept us</p> <p>23 more at one, so I couldn't remember exactly.</p> <p>24 Q. Okay. Let me ask it this way: In the 15 years</p> <p>25 that you worked for the Allstate Ticketing and Tours,</p>

Page 41	Page 43
<p>1 that company, how many times, an estimate, would you say</p> <p>2 that you worked at the kiosk located at the Venetian</p> <p>3 property? How many -- would it be more than ten?</p> <p>4 A. I would say more than ten.</p> <p>5 Q. Would it be more than 50?</p> <p>6 A. I can't say that.</p> <p>7 Q. Would it be more than 20?</p> <p>8 A. I couldn't guess on that.</p> <p>9 Q. Okay. Between 10 and 20?</p> <p>10 A. That I could.</p> <p>11 Q. Okay. So you think maybe between 10 and 20</p> <p>12 times in the 15 years you would have worked at the kiosk</p> <p>13 at the Venetian between 1996 and 2010?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And when you were working for Allstate</p> <p>16 Ticketing and Tours and you would come to the Venetian</p> <p>17 to work that kiosk, did you drive?</p> <p>18 A. Yes.</p> <p>19 Q. Where would you park?</p> <p>20 A. Where the Venetian allows us to park.</p> <p>21 Q. Which is where?</p> <p>22 A. Parking garage.</p> <p>23 Q. What level? Was there a certain level? Would</p> <p>24 you just park where the guests were?</p> <p>25 A. No. We park where the guests were. We didn't</p>	<p>1 side of that.</p> <p>2 Q. So the answer is it was close to an escalator?</p> <p>3 A. Yes, yes.</p> <p>4 Q. On breaks would you go down to the casino</p> <p>5 level, use the restrooms or get something to eat?</p> <p>6 A. If it was cold or windy or didn't want to go</p> <p>7 outside, yes, we could go downstairs and get something</p> <p>8 to eat or smoke.</p> <p>9 Q. Okay. All right. So those would be -- how</p> <p>10 many breaks would you typically take? Were you limited?</p> <p>11 A. Maybe two. Sometimes we didn't take any.</p> <p>12 Q. Okay.</p> <p>13 A. Because every person mattered.</p> <p>14 Q. So it depended on how busy you were?</p> <p>15 A. Right.</p> <p>16 Q. And if you needed to use the bathroom five</p> <p>17 times in an eight-hour day, you could do it?</p> <p>18 A. Definitely.</p> <p>19 Q. Were you paid on commission?</p> <p>20 A. Yes.</p> <p>21 Q. When I say -- all these questions relate to</p> <p>22 1996 to 2010, you were paid on commission?</p> <p>23 A. Yes.</p> <p>24 Q. Salary too?</p> <p>25 A. Salary too.</p>
Page 42	Page 44
<p>1 have a sticker or nothing like that at that time.</p> <p>2 Q. Okay. So you could just park wherever you</p> <p>3 wanted?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. During the times that you worked -- that</p> <p>6 you went and worked the kiosk at the Venetian between</p> <p>7 1996 and 2010, were those occasions you'd work all day?</p> <p>8 A. We always had an eight-hour shift.</p> <p>9 Q. And during those shifts, would you take breaks?</p> <p>10 A. On our own whenever we wanted.</p> <p>11 Q. And when you would take a break at the Venetian</p> <p>12 during that period of time that you were with Allstate</p> <p>13 Ticketing and Tours, was there a particular routine that</p> <p>14 you had when you took breaks?</p> <p>15 A. No.</p> <p>16 Q. Did you take smoking breaks?</p> <p>17 A. Yes.</p> <p>18 Q. Where would you go to take a smoking break?</p> <p>19 A. Just outside.</p> <p>20 Q. On the same level?</p> <p>21 A. Same level.</p> <p>22 Q. Were you near the escalator during that period</p> <p>23 of time between 1996 and 2010 at that kiosk at the</p> <p>24 Venetian? Was it near an escalator?</p> <p>25 A. Tao was by an escalator. We were on the other</p>	<p>1 Q. Okay. When I say "salary," I meant hourly,</p> <p>2 but...</p> <p>3 A. Yes.</p> <p>4 Q. It was an hourly kind of job; right?</p> <p>5 A. Right.</p> <p>6 Q. So let's get to -- why did you decide to go</p> <p>7 back to work in 2015, December? What changed in your</p> <p>8 life where you decided to go back to work?</p> <p>9 A. I just -- I didn't -- my daughter really didn't</p> <p>10 need my help either and I was quite bored.</p> <p>11 Q. I get it.</p> <p>12 So you kind of went back to something that was</p> <p>13 familiar?</p> <p>14 A. Yes.</p> <p>15 Q. And when you went to Brand Vegas, were you at</p> <p>16 that point -- you were assigned to a specific kiosk in</p> <p>17 the Venetian?</p> <p>18 A. Correct.</p> <p>19 Q. And that's where you were the whole time?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. So from -- I can't remember the date.</p> <p>22 Do you remember the date you started? I'm thinking it</p> <p>23 was after Christmas.</p> <p>24 A. It was December 26, 2015.</p> <p>25 Q. Ah, right after Christmas. So December 26,</p>

Page 45	Page 47
<p>1 2015.</p> <p>2 And is there more than one kiosk for Brand</p> <p>3 Vegas in the Venetian?</p> <p>4 A. No. We only -- yes, yes. They started with</p> <p>5 that one, went to two, and then went to three. I think</p> <p>6 they have three.</p> <p>7 Q. They have now?</p> <p>8 A. Yeah.</p> <p>9 Q. What did they have while you worked there?</p> <p>10 A. Two until they got the other one.</p> <p>11 Q. Did they get the third kiosk while you were</p> <p>12 still employed?</p> <p>13 A. Yes.</p> <p>14 Q. Did you have a specific kiosk that you worked</p> <p>15 at?</p> <p>16 A. Alternate. Again, scheduling.</p> <p>17 Q. I wish I had a diagram or something here. I'm</p> <p>18 just trying to remember.</p> <p>19 So give me the best description you can of</p> <p>20 where all three of them were, these kiosks. Let's start</p> <p>21 with where you first started, okay, where you would</p> <p>22 first work. The first kiosk, where was it located?</p> <p>23 This is when you were working for Brand Vegas.</p> <p>24 A. Right. There was the booth that Allstate had,</p> <p>25 the same booth near that section of the Tao, and then</p>	<p>1 accidents where you sustained a personal injury, is that</p> <p>2 correct, prior to this case that's the subject of this</p> <p>3 litigation?</p> <p>4 A. No. I mean, how many years do you go back?</p> <p>5 Q. Well, I'd like to go -- have you ever been in a</p> <p>6 car accident?</p> <p>7 A. No. No. Well, when I was 16. That's what I'm</p> <p>8 saying, I don't know --</p> <p>9 Q. That's what I'm asking.</p> <p>10 So you were in a car accident when you were 16?</p> <p>11 A. Uh-huh.</p> <p>12 Q. Yes?</p> <p>13 A. Yes.</p> <p>14 Q. And was that a rear-ender? Did you sustain</p> <p>15 injuries?</p> <p>16 A. What's a rear-ender? I can't remember.</p> <p>17 Q. A rear-ender is when you get hit from behind.</p> <p>18 A. I don't remember, to tell you the truth, so it</p> <p>19 couldn't have been that bad.</p> <p>20 Q. Did you go see doctors?</p> <p>21 A. I'm sure I went to get checked out, but I --</p> <p>22 nothing...</p> <p>23 Q. So no serious injuries?</p> <p>24 A. No.</p> <p>25 Q. You didn't injure your low back?</p>
Page 46	Page 48
<p>1 there was one when you first go into the mall area by</p> <p>2 the time-share, and I just -- I can't remember anything.</p> <p>3 I wish I had a map.</p> <p>4 Q. Yeah. I do too.</p> <p>5 A. So that was the one when you first come up the</p> <p>6 escalator. And then around the corner by the hat shop,</p> <p>7 that was the third one.</p> <p>8 Q. So a kiosk by the hat shop. By the way, during</p> <p>9 a break I'm going to see if I can pull down a diagram.</p> <p>10 It might be easier to have you mark it.</p> <p>11 At any rate, so there was three. They were</p> <p>12 all on the second level, the mall level?</p> <p>13 A. Yes.</p> <p>14 Q. And did you share these with the same company?</p> <p>15 A. Yes, the same company.</p> <p>16 Q. I have Adventures International.</p> <p>17 A. Yes. That was the name of them, yes.</p> <p>18 Q. So you would take half of the kiosk and that</p> <p>19 would kind of be yours.</p> <p>20 You had your own terminal?</p> <p>21 A. Yes.</p> <p>22 Q. So we'll come back to that in just a minute, I</p> <p>23 think. Let me ask you a couple of questions about your</p> <p>24 prior history.</p> <p>25 I understand you haven't had any previous</p>	<p>1 A. No.</p> <p>2 Q. Didn't injure your neck that you can recall?</p> <p>3 A. No.</p> <p>4 Q. You might have got a little bit of treatment,</p> <p>5 but it would be limited; right?</p> <p>6 A. Yeah. Yes.</p> <p>7 Q. Okay. Just let me give you an example. Okay?</p> <p>8 I'm going to give you a personal example. I was in a</p> <p>9 little accident when I was in high school on my way</p> <p>10 somewhere and kind of did some damage to the car, but I</p> <p>11 wasn't hurt, got the car fixed, and that was the end of</p> <p>12 it.</p> <p>13 Are we talking about that kind of an accident</p> <p>14 or was it --</p> <p>15 A. I would say that kind of an accident, yeah, for</p> <p>16 me not to remember.</p> <p>17 Q. Okay. Is that all? Have you ever had a fall</p> <p>18 before?</p> <p>19 A. There was just one other major. I -- working</p> <p>20 for Allstate Ticketing. I went to the convention center</p> <p>21 to pick up my mom, she worked there too, and I got hit</p> <p>22 by a pedicab.</p> <p>23 Q. A what?</p> <p>24 A. Pedicab.</p> <p>25 MR. KUNZ: It's one of those they bike you</p>

Page 49	Page 51
<p>1 around. You're sitting in the back behind the cab.</p> <p>2 MR. ROYAL: Oh, okay. Now I get it. Pedi,</p> <p>3 p-e-d-i. I wasn't hearing it.</p> <p>4 BY MR. ROYAL:</p> <p>5 Q. You got hit by a pedicab and what happened?</p> <p>6 A. I was taken to the hospital.</p> <p>7 Q. And what hospital?</p> <p>8 A. I think it's St. Rose.</p> <p>9 Q. What kind of injuries did you sustain from</p> <p>10 that?</p> <p>11 A. I was -- I can't remember. I was younger. I</p> <p>12 went to the hospital with a lot of pain. But I know</p> <p>13 that I recovered quickly, was back to work because those</p> <p>14 days I worked seven days a week.</p> <p>15 Q. Did you file a workers' compensation claim?</p> <p>16 A. I did not. I didn't do anything. I was able</p> <p>17 to work. I was healthy, so I went back to work.</p> <p>18 Q. So you were involved in an accident.</p> <p>19 Was it on the job?</p> <p>20 A. Yeah.</p> <p>21 Q. So it was an on-the-job accident while you were</p> <p>22 working for Allstate Ticketing. You were at the</p> <p>23 convention center. You were hit by a pedicab. You were</p> <p>24 taken from the scene by ambulance to St. Rose.</p> <p>25 A. Correct.</p>	<p>1 BY MR. ROYAL:</p> <p>2 Q. You'll notice I interrupted you. See, I break</p> <p>3 my own rules sometimes, and so, yeah, we just need</p> <p>4 reminders. It's okay.</p> <p>5 I saw something in 2008 where there was -- you</p> <p>6 were a defendant in a case. I think it was an auto</p> <p>7 accident. Your daughter was sued by someone. You were</p> <p>8 represented by Dennis Prince's office?</p> <p>9 A. I don't remember that at all.</p> <p>10 Q. Do you remember your daughter being in an auto</p> <p>11 accident in 2006 or 2005 or...</p> <p>12 A. I remember we lived in Henderson and a guy</p> <p>13 rear-ended her at a stoplight. He didn't stop. And</p> <p>14 that was it. But she was okay.</p> <p>15 Q. Do you remember ever being sued before?</p> <p>16 A. Never sued, definitely not.</p> <p>17 Q. And the reason I ask that is because I found</p> <p>18 that you were actually named in a lawsuit and</p> <p>19 represented by -- and you and your daughter were</p> <p>20 represented by --</p> <p>21 A. I would love to see it because I don't remember</p> <p>22 that at all. He hit her. Wouldn't make sense.</p> <p>23 Q. Okay. You ever had any prior -- strike that.</p> <p>24 If I understand from your testimony, you have</p> <p>25 not had a prior head injury -- and when I say "prior,"</p>
Page 50	Page 52
<p>1 Q. You were released and you didn't get any other</p> <p>2 treatment?</p> <p>3 A. No.</p> <p>4 Q. Did not file a workers' comp claim?</p> <p>5 A. No.</p> <p>6 Q. And what year was that? Give me a range, if</p> <p>7 you can't think of the year.</p> <p>8 A. Let me think. I came here in '96. I want to</p> <p>9 say maybe it happened in '97. I want to say right</p> <p>10 around there within the year.</p> <p>11 Q. Okay. So you don't recall any injuries to your</p> <p>12 neck or back in that particular case --</p> <p>13 A. Uh-uh.</p> <p>14 Q. -- is that correct?</p> <p>15 A. Correct. Because when I went back to work, it</p> <p>16 was seven days and sometimes seven nights a week.</p> <p>17 Q. So you don't recall what specific injuries you</p> <p>18 had?</p> <p>19 A. No, I do not.</p> <p>20 Q. Okay. Are there any other incidents that you</p> <p>21 recall --</p> <p>22 A. No.</p> <p>23 Q. -- where you were involved in an accident?</p> <p>24 A. No.</p> <p>25 MR. KUNZ: Let him finish. No, you're fine.</p>	<p>1 I'm talking prior to 2016, this accident.</p> <p>2 A. Oh, no.</p> <p>3 Q. Right? Is that correct?</p> <p>4 A. That's correct.</p> <p>5 Q. You have not had a prior -- any prior issues</p> <p>6 associated with your neck or back; is that correct?</p> <p>7 A. Correct.</p> <p>8 Q. No issues associated with your arms or legs</p> <p>9 where you had to get treatment prior to that incident;</p> <p>10 is that correct?</p> <p>11 A. I fell off the bed on my knee. That was my</p> <p>12 right knee.</p> <p>13 Q. When was that?</p> <p>14 A. It was during that time. I just can't</p> <p>15 remember.</p> <p>16 Q. During what time?</p> <p>17 A. After I fell. I'm saying those...</p> <p>18 Q. Okay. So you had a fall from -- sometime</p> <p>19 between November 4, 2016, and today you've had another</p> <p>20 fall?</p> <p>21 A. That's just it. It wasn't a fall. I rolled</p> <p>22 off the bed.</p> <p>23 Q. Right.</p> <p>24 A. But I did go get my knee checked because it</p> <p>25 hurt.</p>

Page 53	Page 55
<p>1 Q. Okay. You're not claiming knee injuries in 2 this case; is that right?</p> <p>3 A. No.</p> <p>4 MR. KUNZ: In the case of falling off the bed? 5 I'm sorry. I didn't mean to interrupt.</p> <p>6 BY MR. ROYAL:</p> <p>7 Q. Yeah. You're not claiming in this case that 8 you sustained injuries to either of your knees; is that 9 correct?</p> <p>10 A. That's correct.</p> <p>11 Q. So when you say you had an incident where you 12 fell off the bed and you got your knees checked, you're 13 not claiming that's related to anything associated with 14 this litigation?</p> <p>15 A. No. When you asked me another incident, 16 that's --</p> <p>17 Q. Right. No. I'm glad you told me. I just 18 want to make sure. That's why I'm asking the question.</p> <p>19 A. Yes.</p> <p>20 Q. It's a separate unrelated event --</p> <p>21 A. Okay.</p> <p>22 Q. -- is that right?</p> <p>23 When you fell off the bed and you hurt your 24 knee --</p> <p>25 A. Oh, that's something different.</p>	<p>1 Q. Give me an idea of how much you smoke now.</p> <p>2 A. Sometimes three a week.</p> <p>3 Q. Three packs?</p> <p>4 A. No. Three cigarettes.</p> <p>5 Q. How much were you smoking in November 2016?</p> <p>6 A. Oh, I have no idea. Because I was never a 7 chain smoker or smoker, smoker.</p> <p>8 Q. But was it different than three cigarettes a 9 week?</p> <p>10 A. When I was working there?</p> <p>11 Q. Yes.</p> <p>12 A. Yes.</p> <p>13 Q. So how often?</p> <p>14 A. I don't remember that.</p> <p>15 Q. Did you typically take smoke breaks when you 16 were working for Brand Vegas?</p> <p>17 A. When we went to the restroom or it could be one 18 or two if it was really slow.</p> <p>19 Q. Okay. So it was something that you did once or 20 twice a day typically?</p> <p>21 A. Yeah, but not every day.</p> <p>22 Q. Okay. I noted that you have a history of 23 arthritis; is that correct?</p> <p>24 A. Uh-huh.</p> <p>25 Q. Yes?</p>
Page 54	Page 56
<p>1 Q. Okay. And that's not -- you're not claiming 2 that rolling off the bed was caused by anything related 3 to this case?</p> <p>4 A. No.</p> <p>5 Q. Is that correct?</p> <p>6 A. That's correct.</p> <p>7 Q. Okay. You mentioned diabetes. 8 When were you diagnosed with diabetes?</p> <p>9 A. I want to say last year. And it was pre. And 10 then when I went back, he said I didn't have it. And 11 then when I went back for blood work, pre, so that's why 12 I'm taking it.</p> <p>13 Q. Okay. You're not claiming that no doctor -- 14 has any doctor told you that your diabetes diagnosis has 15 anything to do with what happened in this incident?</p> <p>16 A. It has -- no.</p> <p>17 Q. So the answer is no?</p> <p>18 A. Correct.</p> <p>19 Q. Are you a smoker?</p> <p>20 A. Yes.</p> <p>21 Q. How many years have you been a smoker?</p> <p>22 A. On and off. I mean, I'm not a big smoker as 23 far as pack, pack, pack. Once in a while.</p> <p>24 Q. Have you been smoking for more than 25 years?</p> <p>25 A. Not consistent, no.</p>	<p>1 A. Well, I would say it's -- what do you call it? 2 My grandmother had it, my mother --</p> <p>3 Q. Hereditary?</p> <p>4 A. Thank you.</p> <p>5 Q. When were you first diagnosed with arthritis?</p> <p>6 A. I have no idea.</p> <p>7 Q. Are you claiming, if you know -- strike that. 8 Has any doctor indicated to you that any 9 arthritis that you have, any arthritic condition is 10 associated with your fall at the Venetian?</p> <p>11 A. I don't know.</p> <p>12 Q. Okay. Were you diagnosed with arthritis before 13 your fall in November 2016?</p> <p>14 A. I don't remember.</p> <p>15 Q. Okay. Where does this arthritis affect you, 16 what part of your body?</p> <p>17 A. I don't know.</p> <p>18 Q. Would it be your hands? your joints? your toes?</p> <p>19 A. Sometimes my hands, they tingle, but I don't 20 know.</p> <p>21 Q. Okay. Do you have sore joints?</p> <p>22 When it says "arthritis," I have a note here 23 that you had preexisting arthritis, so I'm just trying 24 to get an idea of what --</p> <p>25 A. I can't remember the doctor that said, "It's</p>

Page 57	Page 59
<p>1 hereditary and you do have a" -- I don't know. I</p> <p>2 couldn't give you a date or a doctor.</p> <p>3 Q. Okay. I'm going to ask you a few more</p> <p>4 questions about your job.</p> <p>5 So you started with Brand Vegas on I think you</p> <p>6 said December 26, 2015, and you worked full time for</p> <p>7 that employer until the date of the incident,</p> <p>8 November 4, 2016; correct?</p> <p>9 A. Correct.</p> <p>10 Q. And when I say "full time," I mean 40 hours a</p> <p>11 week or more.</p> <p>12 A. Yes.</p> <p>13 Q. I saw -- and I'm going off memory, but I saw --</p> <p>14 what were your general work hours?</p> <p>15 A. 9:00 to 7:00.</p> <p>16 Q. So how many days a week?</p> <p>17 A. In the beginning, seven.</p> <p>18 Q. So you were working more than 40 hours;</p> <p>19 correct?</p> <p>20 A. Correct.</p> <p>21 Q. Did you get paid overtime?</p> <p>22 A. You know, I can't remember. I can't say for</p> <p>23 sure.</p> <p>24 Q. Okay. How long did you work seven days a week?</p> <p>25 Because you said in the beginning.</p>	<p>1 I'm not sure, so I'd rather not guess.</p> <p>2 Q. No. That's okay. So you were paid an hourly</p> <p>3 rate --</p> <p>4 A. Uh-huh.</p> <p>5 Q. -- somewhere between let's say 7 and \$10?</p> <p>6 A. Yes.</p> <p>7 Q. We can verify the hourly rate. It's not a big</p> <p>8 deal. Okay?</p> <p>9 You were also paid commissions. Tell me how</p> <p>10 the commissions worked.</p> <p>11 A. We never knew that. They would just give us so</p> <p>12 much money.</p> <p>13 Q. Well, I mean --</p> <p>14 A. It was 25 cents a ticket maybe on one, 50 cents</p> <p>15 on another one. That's how it went. It depends on the</p> <p>16 show and what they were paid.</p> <p>17 Q. Okay. So as I understand it, you were working</p> <p>18 at a kiosk for Brand Vegas on one of three different</p> <p>19 kiosk areas in the Grand Canal Shoppes?</p> <p>20 A. Yes.</p> <p>21 Q. And you would go there anywhere from five to</p> <p>22 seven days a week working 9:00 to 7:00 -- 9:00 a.m. to</p> <p>23 7:00 p.m.; correct?</p> <p>24 A. Correct.</p> <p>25 Q. You were paid an hourly rate, plus you got a</p>
Page 58	Page 60
<p>1 A. I don't keep notes. I didn't have a schedule.</p> <p>2 I just knew I had to be there. And I knew in the</p> <p>3 beginning when they were starting they needed the help</p> <p>4 because it was only a couple of us, so...</p> <p>5 Q. So you were willing to work however many days</p> <p>6 they needed you?</p> <p>7 A. Yes.</p> <p>8 Q. And how were you paid by Brand Vegas?</p> <p>9 A. A check.</p> <p>10 Q. That was a bad question.</p> <p>11 Let me ask you: Were you paid hourly?</p> <p>12 A. Yes.</p> <p>13 Q. And what was your hourly pay?</p> <p>14 A. I'm very bad. I didn't even keep those stubs,</p> <p>15 so I don't -- I can't tell you. I don't remember. I</p> <p>16 thought it was \$10, but I can't say for sure so I'm not</p> <p>17 going to.</p> <p>18 Q. Okay. So you were paid hourly.</p> <p>19 And were you paid commissions, like --</p> <p>20 A. Yes.</p> <p>21 Q. So it was hourly plus commissions.</p> <p>22 How were your commissions based?</p> <p>23 A. Oh, it was 7.25, maybe.</p> <p>24 Q. You think your rate might have been 7.25?</p> <p>25 A. It could have been 7.25 now. See, that's why</p>	<p>1 commission based upon tickets sold?</p> <p>2 A. Tickets sold, yeah.</p> <p>3 Q. The commission, as I understand your testimony,</p> <p>4 would be different depending on the show or the event?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. Some might be a dollar, some might be 25</p> <p>7 cents, you know, it depends?</p> <p>8 A. Yes.</p> <p>9 Q. Were you encouraged to push certain shows when</p> <p>10 people would stop by?</p> <p>11 A. We just told them about Venetian shows, and</p> <p>12 then the rest of the shows on the Strip, we had a book</p> <p>13 with all of them.</p> <p>14 Q. I see.</p> <p>15 So how many shows did you sell for?</p> <p>16 I mean, strike that. That was a bad question.</p> <p>17 You mentioned there's other -- you mentioned</p> <p>18 Venetian.</p> <p>19 What other properties were you kind of selling</p> <p>20 tickets for when you were working for Brand Vegas?</p> <p>21 A. Almost all of them on the Strip. I don't</p> <p>22 remember exactly each one.</p> <p>23 Q. That's okay.</p> <p>24 If I were to --</p> <p>25 A. David Copperfield I can remember. We didn't</p>

Page 61	Page 63
<p>1 have Celine or any of them.</p> <p>2 Q. So that would be Caesars?</p> <p>3 A. Right.</p> <p>4 Q. So that might be shows at the Luxor, shows at</p> <p>5 Mandalay Bay --</p> <p>6 A. Yes, yes.</p> <p>7 Q. -- shows at Bellagio. I don't know.</p> <p>8 A. Yes.</p> <p>9 Q. You mentioned Venetian shows; right?</p> <p>10 A. Yes.</p> <p>11 Q. So when you're working the kiosk and somebody</p> <p>12 comes to you and says, "Hey, I'm interested in getting</p> <p>13 some tickets," tell me -- walk me through the process of</p> <p>14 your job.</p> <p>15 A. We would have the book there and we'd go</p> <p>16 through each page and tell them the shows and all about</p> <p>17 them.</p> <p>18 Q. Okay. Now, you say this book. I'm not aware</p> <p>19 of the book.</p> <p>20 How big was this book?</p> <p>21 A. It was a binder. Plastic sheets with all the</p> <p>22 shows inside those inserts.</p> <p>23 Q. Okay. And did the binder change from time to</p> <p>24 time?</p> <p>25 A. Oh, if a show left, closed, yes.</p>	<p>1 of the Opera," what's the next thing that you do? What</p> <p>2 would you do? Could you sell them tickets?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. So they say, "We want two tickets,"</p> <p>5 what's the next thing that you do when you were employed</p> <p>6 as a kiosk worker for Brand Vegas?</p> <p>7 A. Tell them the price.</p> <p>8 Q. Okay. "So I'd like two tickets and I'd like to</p> <p>9 get them -- four seats."</p> <p>10 A. Show them the seating chart.</p> <p>11 Q. So you had a seating chart and they could pick</p> <p>12 their seats?</p> <p>13 A. Yes. Well, providing they're still available,</p> <p>14 yes.</p> <p>15 Q. Okay. How do you know if they're still</p> <p>16 available?</p> <p>17 A. There's certain ones that are blocked off so</p> <p>18 you can't.</p> <p>19 Q. I see.</p> <p>20 Did you have communication with the Venetian</p> <p>21 box office so you knew?</p> <p>22 A. Yes. We can call them and ask them.</p> <p>23 Q. If something was sold?</p> <p>24 A. Yes. Or if they should go downstairs where</p> <p>25 they could sell and we couldn't. We had a section. We</p>
Page 62	Page 64
<p>1 Q. So you'd take it out and maybe they put a new</p> <p>2 one in?</p> <p>3 A. Right.</p> <p>4 Q. Do you remember -- can you give us an idea of</p> <p>5 some of the shows you sold tickets to at the Venetian?</p> <p>6 A. Phantom of the Opera, when it was there. You'd</p> <p>7 almost have to name them and I'd say yes or no.</p> <p>8 Q. Human Nature?</p> <p>9 A. Oh, definitely Human Nature. Yes.</p> <p>10 Q. There's a puppet one, Puppet Up or something?</p> <p>11 A. Yeah.</p> <p>12 Q. I'm trying to think of others.</p> <p>13 But whatever the events were at the Venetian,</p> <p>14 so somebody says, "We're kind of looking to see a show.</p> <p>15 Do you have any recommendations?" would people do that</p> <p>16 sometimes?</p> <p>17 A. Oh, definitely. We'd recommend the Venetian,</p> <p>18 like the others also.</p> <p>19 Q. Right.</p> <p>20 And so you would say, "Well, Phantom of the</p> <p>21 Opera is very popular. That happens to be on property</p> <p>22 at the Venetian"; right?</p> <p>23 A. Right.</p> <p>24 Q. So whatever it is, when you would -- let's say</p> <p>25 somebody says, "Okay. I'd like some tickets for Phantom</p>	<p>1 didn't have all the seats.</p> <p>2 Q. I see. Okay.</p> <p>3 So you had a certain section of the theater</p> <p>4 allotted to Brand Vegas where you could sell tickets?</p> <p>5 A. Correct.</p> <p>6 Q. And if people wanted to spend more money and</p> <p>7 wanted something nicer, they had to go to the box</p> <p>8 office?</p> <p>9 A. Correct. We would send them to them.</p> <p>10 Q. Okay. So let's say they want to buy tickets</p> <p>11 for Phantom of the Opera and you take the money, I guess</p> <p>12 credit card or something you can do that?</p> <p>13 A. Correct, or cash.</p> <p>14 Q. Whatever you do, you take their money.</p> <p>15 What do you give them next? Do you have the</p> <p>16 actual tickets?</p> <p>17 A. Yes.</p> <p>18 Q. Okay.</p> <p>19 A. But the actual voucher. They have to go down</p> <p>20 and change it downstairs sometimes. It depends on the</p> <p>21 show.</p> <p>22 Q. Okay. So you would give them -- so you take</p> <p>23 the money --</p> <p>24 A. They get a -- yes.</p> <p>25 Q. You take the money and then you give them --</p>

Page 65	Page 67
<p>1 let's say they buy two tickets. You give them a 2 voucher; correct? 3 A. Correct. 4 Q. Then -- 5 A. Some were tickets, but it depends on the show. 6 Q. Okay. Let's stay with the voucher so I can 7 follow that. 8 You give them the voucher, then what do they 9 have to do with the voucher? Can they go to the theater 10 or how do they get the tickets? 11 A. Depending on the show whether they -- if it 12 was, like, the Blue Man Group that was there, they'd 13 have to go downstairs to their desk and change it for an 14 actual ticket. 15 Q. Okay. And the ticket would be available based 16 upon what they purchased from the kiosk; correct? In 17 other words, if they say, "I want seats A and B in Row 18 21" -- 19 A. Right. 20 Q. -- they bought those from you, you give them a 21 voucher for those, they go down to the box office and 22 they give them those tickets; is that right? 23 A. Depending on the show. Some they didn't have 24 to. I just can't remember which shows did and didn't. 25 Q. Okay. At any rate, okay, to sort of wrap this</p>	<p>1 Vegas had a contract with -- 2 A. Correct. 3 Q. -- that event? 4 A. Yes. 5 Q. In other words, they had permission to -- 6 A. Yes. 7 Q. Did you ever see any contracts? 8 A. Never. 9 Q. Did you ever talk to -- strike that. 10 Who was your employer -- I'm sorry. Strike 11 that. 12 Who was your supervisor? 13 A. I'd have to say a supervisor title would be 14 Mike Peterson. 15 Q. What was his title? 16 A. I don't know. 17 Q. Is that someone you reported to regularly? 18 A. Yes, because he was on property. 19 Q. Where was he located on the property? 20 A. Mostly the Tao booth. 21 Q. Okay. Was he there the day of the incident, if 22 you know? 23 A. No. I wouldn't know that. 24 Q. I saw a name Warren Church? 25 A. Oh, Warren Church. I believe he's partners</p>
Page 66	Page 68
<p>1 all up, what you would do is if you're selling for a 2 Venetian show, someone says, "I want to go see Blue Man 3 Group," you say, "Okay. Here's the seating that's 4 available and here's the cost. I can sell you these 5 tickets now," and they say, "Great." You sell them the 6 tickets. Sometimes you give them the tickets, sometimes 7 you give them a voucher depending on the show. 8 A. Yeah. 9 Q. At any rate, once you sell them -- once you 10 either give them the voucher or the tickets, you're 11 done? 12 A. Yes. 13 Q. And then you're paid commission based upon that 14 sale? 15 A. Yes. 16 Q. And it's the same way with any other shows on 17 the Strip -- 18 A. Yes. 19 Q. -- pretty much? 20 It's either a voucher or actual tickets? 21 A. Right. It depends on the contract the hotel 22 has with the show. 23 Q. Right. Okay. 24 So your understanding is that whenever you sold 25 tickets to someone for a show, it was because Brand</p>	<p>1 with the other gentleman. 2 Q. With Mike Peterson? 3 A. No. I forgot his name. 4 Q. DiRocco. 5 A. Yes. Thank you. 6 Q. Ed DiRocco? 7 A. Yes. 8 Q. Is Warren Church someone that you had spoken 9 with or you would speak with regularly? 10 A. Oh, yeah, many times because he would be the 11 one coming to the booth to check on things. 12 Q. How about this Mr. DiRocco? 13 A. Eddie probably came once, twice, three times. 14 That's it. 15 Q. Okay. Are you okay? Do you want to take a 16 break? 17 A. I'm okay. Thank you. 18 Q. So let's talk about when you -- your typical 19 day, depending on -- when you would work at these kiosks 20 at the Venetian property or the Grand Canal Shoppes, 21 would you -- when you would take breaks, how often would 22 you go down to the next level, the Venetian casino level 23 in a typical day? 24 A. I'd say at least once, if not twice, but at 25 least once. Again, it always depended on business.</p>

Page 69	Page 71
<p>1 None of us -- I didn't want to lose the business.</p> <p>2 Q. Okay. When you would take a break, did someone</p> <p>3 stand in for you or would --</p> <p>4 A. No.</p> <p>5 Q. You'd just shut down?</p> <p>6 A. Yes. Well, the other party, the Grand Canyon</p> <p>7 tour people would be there. We'd never let the booth</p> <p>8 just be closed, no. They would say, "She'll be right</p> <p>9 back." We had a five-minute sign or something, you</p> <p>10 know.</p> <p>11 Q. So when you would take a break, once or twice a</p> <p>12 day you would go down to the casino level of the</p> <p>13 Venetian on a typical day?</p> <p>14 A. Yes, or upstairs, depending on what we wanted</p> <p>15 to eat.</p> <p>16 Q. Okay. What's upstairs?</p> <p>17 A. The shops, and they have also places you can</p> <p>18 run in and eat.</p> <p>19 Q. Okay. So --</p> <p>20 A. Like a food court.</p> <p>21 Q. Okay. So there's a food court on the casino</p> <p>22 level and also on the Grand Canal?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. So sometimes you would go to the Grand</p> <p>25 Canal food court and sometimes you'd go to the Venetian?</p>	<p>1 anywhere you wanted to?</p> <p>2 A. Correct. There wasn't a designated area.</p> <p>3 Q. Okay. The reason I ask the question is because</p> <p>4 on the date of the incident, I saw that you were parked</p> <p>5 on Level 8, which is the employee level.</p> <p>6 A. Uh-huh.</p> <p>7 Q. Correct?</p> <p>8 A. There was no parking because of the</p> <p>9 conventions.</p> <p>10 Q. Right. Okay.</p> <p>11 What are these badges you're talking about?</p> <p>12 A. They -- Venetian started -- they wanted all</p> <p>13 employees that come into the building to have badges, so</p> <p>14 we had to have badges.</p> <p>15 Q. What kind of badges?</p> <p>16 A. That we worked there, employee badges. I'll be</p> <p>17 honest, since it was the last month before this</p> <p>18 happened, I don't remember what transpired from all</p> <p>19 that.</p> <p>20 Q. Okay. Were you wearing a badge at the time of</p> <p>21 the incident?</p> <p>22 A. No. I didn't get it yet. That's why I'm so</p> <p>23 confused. I'm -- it just started maybe two weeks prior.</p> <p>24 I don't know the date.</p> <p>25 Q. So you never saw a badge?</p>
Page 70	Page 72
<p>1 A. Correct.</p> <p>2 Q. Did you always -- or strike that.</p> <p>3 Did you bring a lunch ever?</p> <p>4 A. No.</p> <p>5 Q. Typically when you would go to the food court</p> <p>6 on the Canal Shoppe level, are there restrooms up there?</p> <p>7 A. Yes.</p> <p>8 Q. So sometimes you use the restroom on the canal</p> <p>9 level, sometimes on the Venetian level?</p> <p>10 A. Yes.</p> <p>11 Q. On your typical day when you would come to</p> <p>12 Venetian for work, did you have a specific area to park?</p> <p>13 MR. KUNZ: Objection. Asked and answered.</p> <p>14 Go ahead.</p> <p>15 THE WITNESS: See, they didn't have a specific</p> <p>16 thing until, like, the last one or two months they</p> <p>17 started that badge thing with the workers. I don't</p> <p>18 remember it. I just remember it was the last month</p> <p>19 before I left.</p> <p>20 BY MR. ROYAL:</p> <p>21 Q. And just for clarification, when I asked you</p> <p>22 that question before, it related to your work at</p> <p>23 Allstate. Now I'm asking as it relates to Brand Vegas.</p> <p>24 So you're saying for a time when you were</p> <p>25 working for Brand Vegas in 2015 and 2016, you could park</p>	<p>1 A. Not to my knowledge.</p> <p>2 Q. Is it your testimony that you were parked on</p> <p>3 the employee level on the eighth level --</p> <p>4 A. I couldn't --</p> <p>5 Q. Hold on. Let me finish my question.</p> <p>6 Is it your testimony that if records show that</p> <p>7 you were parked on the employee level, Level 8, on the</p> <p>8 date of the incident, that that was just a coincidence?</p> <p>9 A. I don't remember.</p> <p>10 Q. When you would park wherever you would park,</p> <p>11 whether it's on the fifth level or eighth level or</p> <p>12 tenth, how would you get to your kiosk from the parking</p> <p>13 garage?</p> <p>14 A. Walking to an elevator.</p> <p>15 Q. Where would the elevator take you?</p> <p>16 A. I just cannot remember.</p> <p>17 Q. Well, you get to a certain area of the</p> <p>18 elevator.</p> <p>19 Did it take you to the casino level or to the</p> <p>20 mall level?</p> <p>21 A. I can't remember.</p> <p>22 Q. Okay. But you get out of the elevator</p> <p>23 somewhere?</p> <p>24 A. Exactly, yes.</p> <p>25 Q. And once you get out of the elevator, would you</p>

Page 73	Page 75
<p>1 take any escalators or anything after that to get to</p> <p>2 your kiosk?</p> <p>3 A. I could, yes, an escalator up, I think. I'm</p> <p>4 sorry. It's been a while and I do not remember. I just</p> <p>5 remember we didn't have a designated area for so long;</p> <p>6 that we could park anywhere. And the employee thing</p> <p>7 is -- I just can't remember if I got my badge or not</p> <p>8 because it was right at the end.</p> <p>9 Q. Okay. What did the badge look like? Do you</p> <p>10 know?</p> <p>11 A. (Shakes head.)</p> <p>12 Q. Did you have a name tag?</p> <p>13 A. I had a Brand Vegas name tag.</p> <p>14 Q. Where would you wear it, what part of your</p> <p>15 clothing?</p> <p>16 A. Sometimes here, sometimes here (indicating),</p> <p>17 depending what I wore.</p> <p>18 Q. But it would be on the front?</p> <p>19 A. Yes, it would be on the front.</p> <p>20 Q. On the left or the right up around your</p> <p>21 shoulder -- or, you know, between your shoulder and your</p> <p>22 chest?</p> <p>23 A. (Nods head.)</p> <p>24 Q. Is that correct?</p> <p>25 A. Yes.</p>	<p>1 employment?</p> <p>2 A. No. Only if we had a question which the guest</p> <p>3 wanted that particular seat and they couldn't have it</p> <p>4 because it was reserved for the hotel, so...</p> <p>5 Q. Okay. The time that -- it sounds to me like</p> <p>6 you were spending anywhere from 40 to 60 hours a week at</p> <p>7 the Venetian.</p> <p>8 A. Yes.</p> <p>9 Q. Does that sound right?</p> <p>10 A. Yes.</p> <p>11 Q. And that would be pretty much from December 26,</p> <p>12 2015, until the date of the incident?</p> <p>13 A. Yes.</p> <p>14 Q. Did you take any vacations?</p> <p>15 A. No, I did not. And I was always there at least</p> <p>16 an hour or two prior.</p> <p>17 Q. What does that mean? Prior to what?</p> <p>18 A. Prior to my shift starting.</p> <p>19 Q. So if your shift started at 9:00, you would</p> <p>20 arrive at 7:00?</p> <p>21 A. Yeah, because I would set up all the computers</p> <p>22 for everybody.</p> <p>23 Q. And you're not paid for that time?</p> <p>24 A. No.</p> <p>25 Q. So you actually would have been there from,</p>
Page 74	Page 76
<p>1 Q. Okay.</p> <p>2 A. I could have had an employee badge, but I don't</p> <p>3 remember. And it was left there. I don't have anything</p> <p>4 from there.</p> <p>5 Q. Okay. Did anyone tell you why they wanted you</p> <p>6 to have an employee badge?</p> <p>7 A. They wanted to know who was on property and so</p> <p>8 they did the background checks and stuff.</p> <p>9 Q. Did they do a background check of you?</p> <p>10 A. Yes.</p> <p>11 Q. Who is "they"?</p> <p>12 A. The Venetian. Whoever they have do that to get</p> <p>13 this badge because I remember reading it.</p> <p>14 Q. Did you have to fill out any forms?</p> <p>15 A. Yes.</p> <p>16 Q. Do you remember who you filled them out for?</p> <p>17 Was it something that your employer required or was it</p> <p>18 something that Venetian required?</p> <p>19 A. Venetian required.</p> <p>20 Q. Okay. Do you remember approximately when you</p> <p>21 filled the form out?</p> <p>22 A. No. It was very close to my fall, so that's</p> <p>23 why probably it's -- I don't remember.</p> <p>24 Q. Okay. Did you interact very often with the</p> <p>25 Venetian personnel at the box office as part of your</p>	<p>1 like, what, 7:00 to 7:00?</p> <p>2 A. Pretty much, or at least 8:00 to 7:00.</p> <p>3 Q. Okay. I'm just doing the math in my head here.</p> <p>4 That's a lot of hours. So you're talking about -- you</p> <p>5 could actually be working 80 hours a week.</p> <p>6 A. Yeah.</p> <p>7 Q. Does that sound right?</p> <p>8 A. Yes.</p> <p>9 Q. Okay.</p> <p>10 A. And that wasn't every day, but I tried to help</p> <p>11 people because -- and have it all ready for them when</p> <p>12 they walked on the shift.</p> <p>13 Q. So during the time that you work there for</p> <p>14 sounds like -- I'm going to say 50 to 70 hours a week</p> <p>15 maybe --</p> <p>16 Does that sound about fair?</p> <p>17 A. Fair.</p> <p>18 Q. -- were you ever aware of any incidents where</p> <p>19 guest or employees would slip and fall?</p> <p>20 A. No.</p> <p>21 Q. The times that you were working at this booth,</p> <p>22 you don't recall ever responding to someone who had</p> <p>23 fallen; is that correct?</p> <p>24 A. I would say yes. I don't remember helping</p> <p>25 anybody.</p>

Page 77	Page 79
<p>1 Q. Okay. When you would go to -- let's say on</p> <p>2 breaks, use the restroom and stuff, do you recall ever</p> <p>3 seeing security responding to somebody on the floor,</p> <p>4 anything like that?</p> <p>5 A. No.</p> <p>6 Q. Did you ever have any conversations that you</p> <p>7 can recall prior to your fall with hotel -- Venetian</p> <p>8 hotel security about incidents occurring on property?</p> <p>9 A. No. I didn't really know anybody there.</p> <p>10 Q. Okay. So prior to your incident of November 4,</p> <p>11 2016, is it fair to say that you were never aware of</p> <p>12 anyone slipping and falling at the Venetian property?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. That was a correct statement; is that</p> <p>15 right?</p> <p>16 A. Yes.</p> <p>17 Q. So for all the time that you were at the</p> <p>18 Venetian working for Allstate Ticketing and Tours and</p> <p>19 then for Brand Vegas, the only fall that you're aware of</p> <p>20 occurring at the Venetian property was your fall?</p> <p>21 A. That's correct.</p> <p>22 Q. Okay. Do you recall during the time that you</p> <p>23 worked at the Venetian property -- now I'm going to</p> <p>24 expand it from any time that you're working there from</p> <p>25 1995 until 2016, I'm just going to ask you all of your</p>	<p>1 happened, it was, like, once.</p> <p>2 Q. Okay. But I'm asking if you have a specific</p> <p>3 memory --</p> <p>4 A. No.</p> <p>5 Q. -- of something like that.</p> <p>6 A. Oh, no.</p> <p>7 Q. Okay. So that's -- that's one of those things</p> <p>8 where I don't want you to speculate. If you have a</p> <p>9 specific memory, "Oh, yeah, I remember once or twice" --</p> <p>10 A. Okay.</p> <p>11 Q. Do you have a specific memory?</p> <p>12 A. No.</p> <p>13 Q. Okay. All right. Did you -- in all your time</p> <p>14 working at the Venetian talking with people, selling</p> <p>15 tickets, people walking by, casual conversation, even</p> <p>16 people that you were working with in your kiosk with</p> <p>17 that other company, okay, do you recall speaking with</p> <p>18 anyone who made any reference to any slip-and-falls that</p> <p>19 occurred on the company?</p> <p>20 A. No.</p> <p>21 Q. This would be a good time to take a break</p> <p>22 because I'm going to move into something else.</p> <p>23 Let's go off the record.</p> <p>24 (A short recess was taken from 11:41 a.m.</p> <p>25 to 11:48 a.m.)</p>
Page 78	Page 80
<p>1 experience as an employee where you were working at a</p> <p>2 kiosk at the Venetian property, do you recall ever</p> <p>3 seeing foreign substances on the floor?</p> <p>4 A. I have to just say this. When I worked for</p> <p>5 Allstate Ticketing, they didn't acquire the Venetian</p> <p>6 kiosk till a few years before, so earlier they weren't</p> <p>7 there. From '96 to -- I just can't remember the date.</p> <p>8 You said from '96 to...</p> <p>9 Q. Okay. Thank you. But what I'm trying to do is</p> <p>10 you said you were probably at the Venetian 10 to 20</p> <p>11 times over the 15 years --</p> <p>12 A. Yeah, not a lot.</p> <p>13 Q. Okay. That's when you were at Allstate?</p> <p>14 A. Right.</p> <p>15 Q. And then you were there it sounds like almost</p> <p>16 every day for almost close to a year --</p> <p>17 A. Oh, for Brand, yes.</p> <p>18 Q. -- for Brand Vegas; correct?</p> <p>19 A. Yes.</p> <p>20 Q. All right. And during all that time,</p> <p>21 collectively, you don't recall ever seeing a substance</p> <p>22 on the floor, like somebody spilled a drink or something</p> <p>23 like that?</p> <p>24 A. Oh, sure, I might have and I might have called</p> <p>25 housekeeping. See, I don't remember that. If that</p>	<p>1 BY MR. ROYAL:</p> <p>2 Q. So off the record we were talking about this</p> <p>3 2008 motor vehicle accident. I just wanted to make sure</p> <p>4 I'm clear on this because I think you did have American</p> <p>5 Family Insurance --</p> <p>6 A. Yes, I did.</p> <p>7 Q. -- auto insurance; right?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And we think that that may have been</p> <p>10 some litigation involving an accident your daughter was</p> <p>11 involved in and you owned the car?</p> <p>12 A. Correct.</p> <p>13 Q. Okay. You don't remember specifically, but</p> <p>14 we're kind of -- that's kind of what we're guessing</p> <p>15 because you weren't involved in an auto accident?</p> <p>16 A. Yes. That's right. That's correct.</p> <p>17 Q. Okay. I wanted to clear that up.</p> <p>18 So let's go to the day of the incident.</p> <p>19 What time did you arrive on the Venetian</p> <p>20 property that day?</p> <p>21 A. I cannot guess on that. Again, sometimes I'm</p> <p>22 there at 7:00, 7:30, or 8 o'clock most of the time.</p> <p>23 Q. Okay. And your normal routine when you get to</p> <p>24 work is to -- I assume things are locked up?</p> <p>25 A. Everything's locked up.</p>

Page 81	Page 83
<p>1 Q. So when you get there --</p> <p>2 A. Or in the cupboard.</p> <p>3 Q. Okay. So you had a key?</p> <p>4 A. No. They were just doors shut.</p> <p>5 Q. So they weren't locked?</p> <p>6 A. (Shakes head.)</p> <p>7 Q. So you had, like, laptops and stuff there?</p> <p>8 A. Yeah, that we would set up. Yes.</p> <p>9 Q. And that stuff was kept somewhere without a</p> <p>10 lock?</p> <p>11 A. With a credit card machine.</p> <p>12 Yes.</p> <p>13 Q. That's crazy.</p> <p>14 Okay. Was it like that at every kiosk?</p> <p>15 A. No. The Tao one had one. And they did have a</p> <p>16 key, but it didn't always work, the lock.</p> <p>17 Q. Okay. Regardless whether you had to unlock</p> <p>18 something or not, you would show up at the kiosk?</p> <p>19 A. Yes. Set up the phone and the credit card</p> <p>20 machine and the computer.</p> <p>21 Q. Okay. And how long did that typically take?</p> <p>22 A. Just depending. Sometimes it didn't go on</p> <p>23 right away. You had to work with it.</p> <p>24 Q. So at least by 9 o'clock you're ready to go?</p> <p>25 A. Oh, definitely. All booths, yes.</p>	<p>1 Q. Okay. On that particular day, do you remember</p> <p>2 taking any breaks between the time of your arrival until</p> <p>3 the break you took at the time of the incident?</p> <p>4 A. No, I don't.</p> <p>5 Q. At the time of the incident, as I recall, you</p> <p>6 had -- you were carrying a beverage in your left hand.</p> <p>7 Do you remember that?</p> <p>8 A. Could have been a coffee cup. That's all I can</p> <p>9 figure at that time.</p> <p>10 Q. So the incident happened around noon, 12:30, I</p> <p>11 think, p.m.; right?</p> <p>12 A. Yes.</p> <p>13 Q. Is that typically when you would take a lunch</p> <p>14 break?</p> <p>15 A. Yes.</p> <p>16 Q. Were you on a lunch break at the time this</p> <p>17 incident occurred?</p> <p>18 A. Yes.</p> <p>19 Q. Now, if you had a cup of coffee in your hand --</p> <p>20 I think it might have had a lid on it --</p> <p>21 A. Yes.</p> <p>22 Q. -- where -- do you know where you bought that?</p> <p>23 A. No.</p> <p>24 Q. It's not something you would have bought and</p> <p>25 brought with you to the property, is it, on your way</p>
Page 82	Page 84
<p>1 Q. And how many tickets would you typically sell</p> <p>2 in a day? I know it's going to vary, but...</p> <p>3 A. There could be anywheres from two maybe up to</p> <p>4 40, 50. It just depended what was going on at the</p> <p>5 hotel.</p> <p>6 Q. So if it's busy because there's a convention or</p> <p>7 something like that --</p> <p>8 A. Correct.</p> <p>9 Q. -- there's going to be people looking for stuff</p> <p>10 to do. More people and more -- more people are going to</p> <p>11 come by and ask you for information?</p> <p>12 A. Right.</p> <p>13 Q. Typically how many people -- just give me an</p> <p>14 estimate of -- will just stop and get information and</p> <p>15 not buy tickets?</p> <p>16 A. Oh, God, that was all day long. That drove us</p> <p>17 nuts, but we did it.</p> <p>18 Q. With a smile?</p> <p>19 A. Yes.</p> <p>20 Q. So it was pretty rare to sell tickets</p> <p>21 proportionately --</p> <p>22 A. You tried to fit it in, yes.</p> <p>23 Q. So between 8:00 a.m. and noon on the day of the</p> <p>24 incident, do you remember if you sold any tickets?</p> <p>25 A. I do not.</p>	<p>1 from home?</p> <p>2 A. I don't think so.</p> <p>3 Q. You typically would buy something like that at</p> <p>4 the property?</p> <p>5 A. Or somebody would for us, yes.</p> <p>6 Q. Okay. So you had a -- you don't remember if</p> <p>7 you got it at -- I don't know. There's a place called</p> <p>8 The Coffee Bean or different --</p> <p>9 A. Oh, was that upstairs in my area?</p> <p>10 Q. Yes.</p> <p>11 A. Yeah. Okay.</p> <p>12 Q. It's kind of close to the escalator.</p> <p>13 A. Yes, it is. Yes.</p> <p>14 Q. So you think --</p> <p>15 A. I do remember Coffee Bean.</p> <p>16 Q. But did you buy coffee that morning at The</p> <p>17 Coffee Bean?</p> <p>18 A. That, I don't remember.</p> <p>19 Q. Okay. So you were taking a break and -- you</p> <p>20 were taking a lunch break.</p> <p>21 Where were you planning on going for lunch on</p> <p>22 the day of the incident?</p> <p>23 A. I couldn't tell you. I just always go to the</p> <p>24 restroom first and...</p> <p>25 Q. Okay. You say you always go to the restroom.</p>

Page 85	Page 87
<p>1 A. Well, when I have to go, yes, but --</p> <p>2 Q. Let me back up.</p> <p>3 As I understand it, you're working at your</p> <p>4 kiosk, you're ready to take a break. You go to the</p> <p>5 escalator that's close to The Coffee Bean.</p> <p>6 A. No. Right around the corner the elevator down</p> <p>7 because then you can just go right to the restroom.</p> <p>8 Q. Okay. So you didn't take --</p> <p>9 A. I didn't take the escalator, no.</p> <p>10 Q. Is there a security guard posted there, do you</p> <p>11 know, at that level?</p> <p>12 A. I do not know that.</p> <p>13 Q. Okay. How close to those elevators -- strike</p> <p>14 that.</p> <p>15 Where the incident happened, the elevators</p> <p>16 you're talking about, where are they located?</p> <p>17 A. If I'm at that booth -- because Coffee Bean is</p> <p>18 right over there -- I go around the corner to these --</p> <p>19 it's a little corner really where the elevators sit.</p> <p>20 There's nothing else there. And I would get out of the</p> <p>21 elevator, turn left, and go straight to the restroom.</p> <p>22 Q. Get out of the elevator, turn left?</p> <p>23 A. Yes, because it's, like, an L-shaped --</p> <p>24 Q. Let me ask you this: Do you know where the</p> <p>25 Grand Cafe --</p>	<p>1 A. At least, yes.</p> <p>2 Q. And so that would be from the time that you</p> <p>3 started at the -- on December 26, 2015, until the</p> <p>4 incident; correct?</p> <p>5 A. Yes.</p> <p>6 Q. So you're used to this path. You always take</p> <p>7 the elevator and you kind of --</p> <p>8 A. Yes, uh-huh.</p> <p>9 Q. Okay. You always --</p> <p>10 A. Oh, sorry.</p> <p>11 Why are you laughing at me?</p> <p>12 Q. No, no. We're laughing just because you're</p> <p>13 interrupting. She knows --</p> <p>14 A. Sorry.</p> <p>15 Q. That's okay. In normal conversation, this is</p> <p>16 how it goes. But when we're on the record, we have to</p> <p>17 be a little more patient. We both have been doing it.</p> <p>18 Let me start over. I can't remember where I</p> <p>19 was.</p> <p>20 MR. KUNZ: It was a path you normally take.</p> <p>21 BY MR. ROYAL:</p> <p>22 Q. Yeah, okay.</p> <p>23 You took the elevator every day. You didn't go</p> <p>24 all the way around to the escalator?</p> <p>25 A. Yes.</p>
Page 86	Page 88
<p>1 A. Oh, yes, yes.</p> <p>2 Q. Okay. Where is the elevator in relation to the</p> <p>3 Grand Cafe?</p> <p>4 A. Well, you have the Grand Cafe, it's right</p> <p>5 across, because the elevator is here. It's in a little</p> <p>6 nook. Then to the right is that and then the restrooms.</p> <p>7 Q. Okay. I think I got it now. It's coming into</p> <p>8 my head here because there's the elevator lobby with all</p> <p>9 the guests. We're not talking about that.</p> <p>10 A. Oh, no, no, no.</p> <p>11 Q. This is a different elevator?</p> <p>12 A. (Nods head.)</p> <p>13 Q. So you come down the elevator. I understand</p> <p>14 where the nook is. And now I get it when you say you</p> <p>15 turn to your left and it's a straight shot --</p> <p>16 A. Exactly, yes.</p> <p>17 Q. -- to the bathrooms; right?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So you're walking to the bathroom on</p> <p>20 your break and -- is that the bathroom that you would</p> <p>21 typically use during breaks?</p> <p>22 A. Yes.</p> <p>23 Q. And more than once a day?</p> <p>24 A. Could be.</p> <p>25 Q. But at least once a day?</p>	<p>1 Q. Is that correct?</p> <p>2 A. Uh-huh.</p> <p>3 Q. Yes?</p> <p>4 A. Well, it depended if I went to get a salad or</p> <p>5 something and then go to the restroom. Every day I</p> <p>6 can't tell you or every moment exactly.</p> <p>7 Q. And I understand that, and I'm just trying to</p> <p>8 get your routine. Okay?</p> <p>9 But let's say --</p> <p>10 A. But that bathroom was most convenient.</p> <p>11 Q. So every day you would take a break and you</p> <p>12 would use the bathroom that you were headed to the day</p> <p>13 of the incident?</p> <p>14 A. Yes.</p> <p>15 Q. Was there -- so you had -- you leave your</p> <p>16 kiosk, you take the elevator, you've got a cup of</p> <p>17 coffee, and you're planning to use the restroom and then</p> <p>18 you're going to get some lunch or smoke or -- I don't</p> <p>19 know what your -- what were your plans?</p> <p>20 A. That -- that was it, to go to the restroom.</p> <p>21 Q. And then get something to eat?</p> <p>22 A. Uh-huh.</p> <p>23 Q. Yes?</p> <p>24 A. Yes.</p> <p>25 Q. Were you going to go to the food court?</p>

Page 89	Page 91
<p>1 A. Very rarely.</p> <p>2 Q. Okay. Where would you go to eat typically?</p> <p>3 A. They had that little snack shop to the left. I</p> <p>4 can't remember the names.</p> <p>5 Q. Snack shop to the left?</p> <p>6 A. And then the Bouchon Bakery. Is that upstairs</p> <p>7 or down? I don't know.</p> <p>8 Q. I think there's one downstairs, but...</p> <p>9 A. That's the one I went to. They had good</p> <p>10 salads.</p> <p>11 Q. Tell me about -- we're at the date of the</p> <p>12 incident. You've come down the elevator, you've turned</p> <p>13 left, you're walking almost a straight shot to the</p> <p>14 women's restroom. Tell me what happened.</p> <p>15 A. I walked out, focussing on the people because</p> <p>16 it's very crowded there a lot of times because -- during</p> <p>17 the convention. And I was going to the restroom and the</p> <p>18 next thing I know, my -- that's the one thing I can</p> <p>19 remember, is my feet in front of me as I went down hard.</p> <p>20 Q. Okay. When you -- as you're approaching this</p> <p>21 area, did you notice anything unusual about the floor?</p> <p>22 A. No. My eyes were up here looking at the people</p> <p>23 trying not to hit somebody.</p> <p>24 Q. You weren't scanning the floor --</p> <p>25 A. No.</p>	<p>1 Q. Because your initial complaint was your left</p> <p>2 elbow.</p> <p>3 Do you remember striking your left elbow?</p> <p>4 A. Yes, I do. Hard on the marble, yes.</p> <p>5 Q. Do you remember -- other than your left elbow,</p> <p>6 do you remember striking your head?</p> <p>7 A. My shoulder.</p> <p>8 Q. Your left shoulder?</p> <p>9 A. Uh-huh, because it was on the left side because</p> <p>10 I was trying to -- I just went -- it happened so quick.</p> <p>11 Q. Okay. Let's -- I'm trying to take it one frame</p> <p>12 at a time here.</p> <p>13 So you struck your left shoulder -- I'm sorry.</p> <p>14 Strike that.</p> <p>15 Your feet go out in front of you, you strike</p> <p>16 your left elbow, and you remember striking your left</p> <p>17 shoulder -- part of your shoulder; correct?</p> <p>18 A. Yes.</p> <p>19 Q. Do you remember striking your hip, your left</p> <p>20 hip? That's something you remember?</p> <p>21 A. I kind of remember just bouncing and I hit so</p> <p>22 hard, but I don't know -- I don't remember -- it's hard.</p> <p>23 Q. Okay. Do you recall what happened to your</p> <p>24 drink that you were carrying?</p> <p>25 A. No, I do not.</p>
Page 90	Page 92
<p>1 Q. -- as you're walking; right?</p> <p>2 Is that correct?</p> <p>3 A. That's correct.</p> <p>4 Q. Were you in a hurry?</p> <p>5 A. No.</p> <p>6 Q. Do you remember if you had the beverage in your</p> <p>7 right or left hand?</p> <p>8 A. No.</p> <p>9 Q. So you remember your feet going out quickly in</p> <p>10 front of you?</p> <p>11 A. Yes.</p> <p>12 Q. Tell me about as you fell.</p> <p>13 What do you remember about the fall itself, how</p> <p>14 you landed?</p> <p>15 A. I just remember landing hard. Whether it was</p> <p>16 my back, my butt, I don't know. I just remember going</p> <p>17 backwards and I was dazed. I mean, shocked. I can't --</p> <p>18 I don't remember. That's what kills me. I don't</p> <p>19 remember --</p> <p>20 Q. Okay.</p> <p>21 A. -- exactly what was on the floor or...</p> <p>22 Q. Right.</p> <p>23 A. I know it was liquid because my pants felt wet.</p> <p>24 Q. Okay. So let me get back to the fall.</p> <p>25 A. Okay.</p>	<p>1 Q. Okay. Do you recall if any -- so you don't</p> <p>2 recall if any of part of your drink spilled when you</p> <p>3 fell?</p> <p>4 A. No.</p> <p>5 Q. You said that after the fall you're shocked and</p> <p>6 dazed, something you're not expecting; right?</p> <p>7 A. Correct.</p> <p>8 Q. You felt immediate pain in your left elbow?</p> <p>9 A. Yes.</p> <p>10 Q. Did you feel immediate pain in your left</p> <p>11 shoulder?</p> <p>12 A. Yes. My neck, my head, yes.</p> <p>13 Q. Okay. You felt immediate pain in your head?</p> <p>14 A. Again, I fell on my left side hard. And I'm</p> <p>15 not 90 pounds, so when I fell hard, yeah, I felt it, the</p> <p>16 pain, the whole side, the left side.</p> <p>17 Q. So when you say "the whole side," was it the</p> <p>18 left side of your head?</p> <p>19 A. It just went down from my neck down.</p> <p>20 Q. Okay. Now, so I'm pointing to, like, the back</p> <p>21 part of your head.</p> <p>22 Do you recall any part of your head striking</p> <p>23 anything?</p> <p>24 A. Yes. I remember just bouncing.</p> <p>25 Q. Okay. So did you have a sore spot on your head</p>

Page 93	Page 95
<p>1 from when you fell?</p> <p>2 A. Yes.</p> <p>3 Q. Was it, like, a bump or just sore when you</p> <p>4 touched it?</p> <p>5 A. Sore when I touched it.</p> <p>6 Q. Okay. And so you have the left side of your</p> <p>7 head, the left -- or then your neck. I'm going to say</p> <p>8 the left side of your neck only because you've been</p> <p>9 pointing to your left side; is that correct?</p> <p>10 A. Yes.</p> <p>11 Q. And then your left shoulder and your left</p> <p>12 elbow?</p> <p>13 A. Elbow.</p> <p>14 Q. Okay. What do you remember right after the</p> <p>15 incident? What's the next thing you remember? People</p> <p>16 coming to you and seeing if you're okay?</p> <p>17 A. I remember people in my face, "Are you okay?</p> <p>18 Are you okay?" That's all I remember. I just -- I</p> <p>19 don't know what you call it. For me to not remember,</p> <p>20 it's hard.</p> <p>21 Q. Okay. How long were you on the floor?</p> <p>22 A. That, I do not know.</p> <p>23 Q. Do you remember someone from security coming to</p> <p>24 speak with you?</p> <p>25 A. Is that the, like, paramedic?</p>	<p>1 your shirt?</p> <p>2 A. Uh-huh.</p> <p>3 Q. Yes?</p> <p>4 A. Yes.</p> <p>5 Q. Anywhere else?</p> <p>6 A. I didn't -- again, when I hit hard, I do not</p> <p>7 remember a lot from back then, but I do remember being</p> <p>8 wet.</p> <p>9 Q. Okay. And I understand that. And I'm not</p> <p>10 trying to badger you. I'm just trying to get as best</p> <p>11 information I can when you say you felt wet, so I just</p> <p>12 want to know what parts of your body you felt wet.</p> <p>13 So you've indicated the left rear and you think</p> <p>14 maybe --</p> <p>15 A. Back.</p> <p>16 Q. -- the low-back area; correct?</p> <p>17 A. Yes.</p> <p>18 Q. Any other areas where you recall specifically</p> <p>19 that were wet?</p> <p>20 A. I do not recall.</p> <p>21 Q. Okay. So as I understand it, you fell -- you</p> <p>22 didn't see anything on the floor before your fall;</p> <p>23 correct?</p> <p>24 A. Correct.</p> <p>25 Q. You've described your fall. You didn't see</p>
Page 94	Page 96
<p>1 Q. EMT?</p> <p>2 A. The EMT, yes.</p> <p>3 Q. Do you remember --</p> <p>4 A. He was trying to help me up.</p> <p>5 Q. Do you remember anything about your</p> <p>6 conversation with him?</p> <p>7 A. No. I remember him walking me upstairs and</p> <p>8 fixing my arm so that I could drive to the hospital.</p> <p>9 That's all.</p> <p>10 Q. Do you remember -- you said there was liquid on</p> <p>11 your pants?</p> <p>12 A. Yes.</p> <p>13 Q. Where on your pants?</p> <p>14 A. Back side.</p> <p>15 Q. The back left side?</p> <p>16 A. Yes.</p> <p>17 Q. Can you describe -- is it your rear end?</p> <p>18 A. Yes.</p> <p>19 Q. So your left rear end?</p> <p>20 A. Yes.</p> <p>21 Q. Was it --</p> <p>22 A. And my back, so...</p> <p>23 Q. The back of your shirt?</p> <p>24 A. Yes.</p> <p>25 Q. So it was on the left rear end and the back of</p>	<p>1 anything on the floor after your fall? You didn't</p> <p>2 examine the floor and say, "There's something there"?</p> <p>3 A. No, I did not.</p> <p>4 Q. So what I said was correct?</p> <p>5 A. Correct. Yes. The EMT came and walked me</p> <p>6 upstairs.</p> <p>7 Q. Okay. When you stood -- do you remember people</p> <p>8 showing up with mops or anything like that?</p> <p>9 A. I just remember people yelling.</p> <p>10 Q. Okay. When you -- where were you -- or strike</p> <p>11 that.</p> <p>12 I understand that from the fall area you went</p> <p>13 to kind of a back-of-the-house place.</p> <p>14 A. Yeah. I don't even know where they took me.</p> <p>15 Q. That was somewhere in the security office or...</p> <p>16 A. Yes.</p> <p>17 Q. And while you were there, can you just tell us</p> <p>18 what happened?</p> <p>19 A. I remember sitting in a chair and him trying to</p> <p>20 talk to me, and he looked at my arm and then he started</p> <p>21 putting a brace on it or -- I don't know what they call</p> <p>22 it, but -- that's all I remember.</p> <p>23 Q. Okay. Then what happened after he put the</p> <p>24 sling on?</p> <p>25 A. He walked me to the car and I -- it was over</p>

Page 97	Page 99
<p>1 here. And I'm right-handed, so I drove right to</p> <p>2 Centennial Hospital.</p> <p>3 Q. Okay. Before he walked you to your car, did he</p> <p>4 take -- did you go back to your kiosk?</p> <p>5 A. Yes. I remember -- I told him I left my -- no.</p> <p>6 I left -- I left something there. I'm not sure what it</p> <p>7 was, but I left something. I remember him walking me to</p> <p>8 the booth to get it.</p> <p>9 Q. Okay. So you picked up -- the security officer</p> <p>10 walked with you from the medical room, or where he put</p> <p>11 the sling on, to your kiosk where you had last worked?</p> <p>12 A. Correct. Correct.</p> <p>13 Q. You picked up whatever it was --</p> <p>14 A. I don't know what it was, a book. I don't know</p> <p>15 what it was, but I got it.</p> <p>16 Q. And that's the last time that you've ever been</p> <p>17 to your kiosk, a kiosk?</p> <p>18 A. Yes.</p> <p>19 Q. Then he walked you out, and according to his</p> <p>20 report, you went to the eighth floor and then you drove?</p> <p>21 A. Then I must have -- yes, and then I went right</p> <p>22 to the hospital.</p> <p>23 Q. Okay. I'm going to show you what we'll mark as</p> <p>24 Exhibit C.</p> <p>25 ///</p>	<p>1 Q. Do you remember him asking you questions about</p> <p>2 where you worked?</p> <p>3 A. No, but I must have told him upstairs in the</p> <p>4 shops, yeah. I don't know. I don't remember.</p> <p>5 Q. Then the next -- I already asked you about the</p> <p>6 next sentence, but I'll read it. "I noted that a public</p> <p>7 areas department team member was on scene and mopping</p> <p>8 the floor in the area."</p> <p>9 Does that refresh your recollection about</p> <p>10 mopping, people being around mopping?</p> <p>11 A. (Reading document.)</p> <p>12 I'll be honest, I can't remember.</p> <p>13 Q. Okay. The next sentence, "Sekera apologized</p> <p>14 for falling and did not appear to be in any immediate</p> <p>15 distress."</p> <p>16 Do you remember anything like that, apologizing</p> <p>17 for falling?</p> <p>18 A. No.</p> <p>19 Q. Okay. The next paragraph, the second sentence,</p> <p>20 it reads, "She stated she was walking through the area</p> <p>21 when she slipped in what she believed was water on the</p> <p>22 floor." I'll stop there.</p> <p>23 Does that refresh your recollection? Do you</p> <p>24 remember telling anyone you thought there was water on</p> <p>25 the floor?</p>
Page 98	Page 100
<p>1 (Exhibit C was marked.)</p> <p>2 BY MR. ROYAL:</p> <p>3 Q. This is a security report identified as</p> <p>4 VEN 008009. It's called a narrative report and it's two</p> <p>5 pages.</p> <p>6 Have you seen this before?</p> <p>7 A. Never.</p> <p>8 Q. Okay. I'm just going to direct you to a few</p> <p>9 things that are written here and see -- this is one of</p> <p>10 those times where I'm going to show you something and</p> <p>11 see if it helps you remember.</p> <p>12 A. Okay.</p> <p>13 Q. Look at the first paragraph, and it indicates</p> <p>14 in the second sentence, it says, "I arrived on scene and</p> <p>15 met with Las Vegas Tours (business located in Grand</p> <p>16 Canal Shoppes) Employee Sekera, Joyce who was seated on</p> <p>17 the marble flooring."</p> <p>18 A. Right.</p> <p>19 Q. Do you remember being seated on the marble</p> <p>20 flooring after your fall?</p> <p>21 A. I remember after falling -- well, yeah. I</p> <p>22 remember when he -- the EMT came to me, I was like this,</p> <p>23 I remember.</p> <p>24 Q. Being seated?</p> <p>25 A. Yes, on the floor still. I didn't move.</p>	<p>1 A. No, I do not.</p> <p>2 Q. The next sentence. "She reported that she fell</p> <p>3 backwards and put her right hand behind her head to</p> <p>4 protect it."</p> <p>5 Does that refresh your recollection about</p> <p>6 anything?</p> <p>7 A. No. Again, when I hit hard, I -- everything's</p> <p>8 a blur.</p> <p>9 Q. Continuing on, "She landed on the marble floor</p> <p>10 and her left elbow struck the base of the pillar next to</p> <p>11 her."</p> <p>12 Does that refresh your recollection about</p> <p>13 anything?</p> <p>14 A. I just remember falling backwards and hitting.</p> <p>15 That's all.</p> <p>16 Q. Okay. The next sentence, "She denied striking</p> <p>17 her head during the fall and denied losing consciousness</p> <p>18 prior to or after falling."</p> <p>19 Do you recall having that discussion?</p> <p>20 A. No, I do not.</p> <p>21 Q. The next sentence, "She denied any head pain,</p> <p>22 neck pain, back pain, weakness, dizziness, or nausea at</p> <p>23 that time."</p> <p>24 Do you recall having that conversation?</p> <p>25 A. No.</p>

Page 101	Page 103
<p>1 Q. "I noted that she was guarding her left elbow 2 and reported she was only experiencing pain there at the 3 time." 4 Does that refresh your recollection about 5 anything you've testified to? 6 A. I'm sorry? 7 Q. Let me restate it. I'll paraphrase. 8 A. Okay. 9 Q. He says you were guarding your left elbow. 10 That would make sense because your elbow hurt; 11 correct? 12 A. Right. 13 Q. And that probably was the most prominent thing 14 that hurt at the time. 15 Does that sound right? 16 I'm asking you. 17 A. Elbow, neck, yes. All of it. 18 Q. Okay. Head, shoulder, neck, elbow? 19 A. Yes. 20 Q. Do you remember guarding your left elbow, 21 holding your left elbow? 22 A. I don't remember, but it would feel natural to 23 do that if I hit on that side and... 24 Q. "She stated she was embarrassed" -- next 25 sentence. "She stated she was embarrassed, to which I</p>	<p>1 presented with an abrasion." 2 Do you remembering there being an abrasion on 3 your left elbow? 4 A. I just remember being very sore. 5 Q. Do you remember him examining you by maybe -- 6 he says -- he used the word "palpation" where he might 7 be touching certain areas that you say are sore, like 8 your shoulder, your neck, your head, your back, 9 anything? 10 A. No. 11 Q. You don't remember that? 12 A. No. 13 Q. He indicates here that you had limited range of 14 motion in your left elbow due to increase in pain on 15 movement. 16 Do you remember that? 17 A. I just remember I was really sore. I don't 18 remember anything that involved him touching me or... 19 Q. Do you remember having a conversation with this 20 officer about workers' compensation? 21 A. Who? What? 22 Q. Let's go to the next page. 23 A. Okay. 24 Q. And we'll go to the first full paragraph 25 starting with "Sekera."</p>
Page 102	Page 104
<p>1 offered to assist her to a more private area." 2 Do you recall that conversation? 3 A. No. 4 Q. Next sentence, "She agreed and was assisted to 5 a standing position." 6 Do you remember being assisted to a standing 7 position? 8 A. I remember two gentlemen helping me up, yes. 9 Q. From the floor to a standing position? 10 A. Yes. 11 Q. "I asked if she felt any new pain, weakness, 12 dizziness, or nausea, to which she denied at that time." 13 Do you remember that conversation? 14 A. No. 15 Q. "She agreed to be assessed in the medical room 16 and refused wheelchair assistance." 17 Do you remember that? 18 A. I do not. 19 Q. "She was able to ambulate on her own to the 20 medical room and was able to sit without assistance." 21 Do you remember doing that? 22 A. No. I remember him helping me in the room on a 23 chair. 24 Q. Okay. The next paragraph, first sentence on 25 VEN 008, "Sekera's left elbow was exposed which</p>	<p>1 A. Okay. 2 Q. "Sekera agreed to seek further medical 3 attention but refused ambulance transport." 4 Do you remember having that conversation? 5 A. No, but I would do that. I would get my car 6 out of there and go to the hospital if I could drive, 7 and I had my -- you know, I'm right-handed, so I knew I 8 could get there. 9 Q. Okay. Do you remember refusing ambulance 10 transport? 11 A. No. 12 Q. It says, next sentence, "She stated her job did 13 not provide workers' compensation and did not know where 14 she should go." 15 Do you remember that conversation? 16 A. No. 17 Q. Did you have questions at the time about 18 whether you had workers' compensation? 19 A. No. It had nothing to do with that. No. That 20 was not in my mind. I wanted to make sure I was okay. 21 And, no, I definitely don't. 22 Q. The next sentence is, "After some discussion, 23 she opted to self-transport to Centennial Hills 24 Hospital, as it was close to her home." 25 Do you remember that?</p>

Page 105	Page 107
<p>1 A. No, but that would sound right.</p> <p>2 Q. The next sentence, "She refused to complete a</p> <p>3 voluntary statement for the incident and completed a</p> <p>4 medical release."</p> <p>5 Do you remember that at all?</p> <p>6 A. No.</p> <p>7 Q. "She was escorted to her booth in the Grand</p> <p>8 Canal Shoppes, collected her belongings, and was</p> <p>9 escorted to her vehicle in the team member garage on</p> <p>10 Level 8."</p> <p>11 Does that sound correct?</p> <p>12 A. Yes. I did go to the booth with him, yeah.</p> <p>13 Q. Okay. What about the rest of it, that you were</p> <p>14 escorted to the team member garage on Level 8?</p> <p>15 A. Yes. I remember him escorting me, yes.</p> <p>16 Q. To Level 8?</p> <p>17 A. I don't remember the level.</p> <p>18 Q. Okay.</p> <p>19 A. Yeah.</p> <p>20 Q. He refers to this as the team member garage.</p> <p>21 Do you know what that references?</p> <p>22 A. Most likely I had a badge and I just don't</p> <p>23 remember it because it was right at the end and I didn't</p> <p>24 have it -- I don't have it. So I don't know if I got it</p> <p>25 or not or...</p>	<p>1 my understanding is that's a picture of your left elbow.</p> <p>2 A. Okay.</p> <p>3 Q. You haven't seen these pictures before?</p> <p>4 A. Never.</p> <p>5 Q. Okay. You can't say whether that is or isn't</p> <p>6 your left elbow; right?</p> <p>7 A. You're right, but it's a shirt that looks</p> <p>8 familiar.</p> <p>9 Q. Okay. Let's go to the next one.</p> <p>10 VEN 037, I guess it looks like these are a</p> <p>11 picture of your shoes?</p> <p>12 A. Yes.</p> <p>13 Q. Can you identify those as your shoes?</p> <p>14 A. Yes.</p> <p>15 Q. It's like a Wizard of Oz moment. Did you tap</p> <p>16 these shoes with your heel? Sorry. That was</p> <p>17 inappropriate.</p> <p>18 Okay. Let's go to the next one, VEN 038.</p> <p>19 That's another picture of your shoes?</p> <p>20 A. Yeah. I'm sorry. Yes.</p> <p>21 Q. Do you recognize your purse in the photo?</p> <p>22 A. No. And I don't have that one right now, so...</p> <p>23 Q. What do you mean you don't have that one?</p> <p>24 A. I mean I don't know about the purse. I don't</p> <p>25 remember the purse.</p>
Page 106	Page 108
<p>1 It was a parking badge.</p> <p>2 Q. I see. Okay. That's it for that.</p> <p>3 I just have -- oh, I forgot about these. You</p> <p>4 know what, I'm just going to give you a set of photos,</p> <p>5 and we'll mark these as Exhibit D.</p> <p>6 (Exhibit D was marked.)</p> <p>7 BY MR. ROYAL:</p> <p>8 Q. I'm just going to show you these. We're going</p> <p>9 to go through some of these and I'm going to ask you if</p> <p>10 they refresh your recollection about anything you</p> <p>11 testified to.</p> <p>12 MR. KUNZ: He'll be referring to these numbers</p> <p>13 here.</p> <p>14 THE WITNESS: Okay.</p> <p>15 BY MR. ROYAL:</p> <p>16 Q. I don't really like the order of these</p> <p>17 necessarily, but we'll take them in order.</p> <p>18 The first one, VEN 035, do you recognize</p> <p>19 yourself in the photo?</p> <p>20 A. The shirt and the pants, yeah.</p> <p>21 Q. Do you remember somebody taking pictures --</p> <p>22 A. No.</p> <p>23 Q. -- when you were in the medical room?</p> <p>24 A. Definitely not.</p> <p>25 Q. The next page, VEN 036, I'll represent to you</p>	<p>1 Q. Do you recognize the shoes?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Let's go to the next one, VEN 039.</p> <p>4 Do you recognize what's depicted here?</p> <p>5 A. Oh, yeah. The elevator is over here, yes.</p> <p>6 Q. Okay. So you commented that the elevator would</p> <p>7 be to the left of this photo from this particular</p> <p>8 vantage point?</p> <p>9 A. Yes.</p> <p>10 Q. And you were walking in the direction of that</p> <p>11 man in the white shirt and shorts at the time the</p> <p>12 accident occurred?</p> <p>13 MR. KUNZ: There's two of them.</p> <p>14 MR. ROYAL: Oh, you're right, you're right.</p> <p>15 That was bad of me.</p> <p>16 BY MR. ROYAL:</p> <p>17 Q. You see the column there?</p> <p>18 A. Yes.</p> <p>19 Q. There's a man with a white shirt and shorts</p> <p>20 right next to the column and he's facing the bathroom.</p> <p>21 Do you see that?</p> <p>22 A. Yes.</p> <p>23 Q. Is that sort of the direction that you were</p> <p>24 walking at the time of the incident?</p> <p>25 A. That's correct.</p>

Page 109	Page 111
<p>1 Q. This particular photo, this represents the</p> <p>2 bathroom that you were going to at the time of the</p> <p>3 incident?</p> <p>4 A. Yes.</p> <p>5 Q. And this is the bathroom that you would</p> <p>6 typically use at least once a day when you were working</p> <p>7 at the Venetian?</p> <p>8 A. Yes.</p> <p>9 Q. And typically to get to the bathroom, you would</p> <p>10 either go down the elevator or go down the escalator,</p> <p>11 both of which would be off to the left of the photo in</p> <p>12 this vantage point?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Let's go to the next photo. I'll</p> <p>15 represent to you my understanding is is that you'll see</p> <p>16 the column here and that this VEN 040 represents the</p> <p>17 area where you fell.</p> <p>18 Do you recognize it?</p> <p>19 A. Yes.</p> <p>20 Q. As you look at this photo, does anything about</p> <p>21 this photo refresh your recollection to anything you</p> <p>22 testified to at this point?</p> <p>23 A. I'm looking at the pillar and I know they have</p> <p>24 a pillar. I don't remember the floor per se, but I</p> <p>25 fell --</p>	<p>1 if you can. If you can't do it, I'll move on.</p> <p>2 A. Yeah. I don't think I can because I'm not sure</p> <p>3 how close I was to the pillar. I just know it was</p> <p>4 between the bathroom and in front of the pillar.</p> <p>5 Q. How about if we do this --</p> <p>6 A. Okay.</p> <p>7 Q. How about if I just have you put an "X" on the</p> <p>8 pillar to identify that as the pillar that was closest</p> <p>9 to the area of your fall? Can you do that?</p> <p>10 A. Yes. Thank you.</p> <p>11 Q. Okay. Just put an "X" on the pillar, and as I</p> <p>12 understand it, it's going to be next to that guy in the</p> <p>13 shorts and --</p> <p>14 MR. KUNZ: And this is VEN 039?</p> <p>15 MR. ROYAL: Correct.</p> <p>16 MR. KUNZ: So VEN 039, here's the guy. So</p> <p>17 where do you think it was?</p> <p>18 BY MR. ROYAL:</p> <p>19 Q. Just identify the pillar.</p> <p>20 A. Oh, just of the pillar?</p> <p>21 Q. Just the pillar.</p> <p>22 A. Okay.</p> <p>23 (Complies.)</p> <p>24 Q. Okay. So you've made a circle. That</p> <p>25 identifies the pillar that was closest to you when you</p>
Page 110	Page 112
<p>1 Q. Near a pillar?</p> <p>2 A. If this is the same area.</p> <p>3 Q. So let's go back one to VEN 039.</p> <p>4 A. Oh, that's -- yeah.</p> <p>5 Q. So what I'm going to have you do, I think,</p> <p>6 is -- I am going to pull out a marker, if I can find</p> <p>7 one.</p> <p>8 I'm going to have you circle the pillar and</p> <p>9 kind of the area --</p> <p>10 A. See, I --</p> <p>11 Q. If you can.</p> <p>12 A. I can see a pillar. I know they have a pillar</p> <p>13 before that restroom. As far as the floor exactly</p> <p>14 where, I couldn't tell you.</p> <p>15 Q. I understand. What I'm looking for is for you</p> <p>16 to draw just a circle to represent the general area.</p> <p>17 A. Where I was walking?</p> <p>18 Q. Right, at the time you fell.</p> <p>19 So, for example, we know that you fell</p> <p>20 somewhere within, let's say, five or six feet of this</p> <p>21 pillar, would that be a fair statement?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. So if I were to ask you to take this and</p> <p>24 just kind of circle -- you can make it as wide as you</p> <p>25 want -- circle an area on this photo that shows your --</p>	<p>1 fell; correct?</p> <p>2 A. Correct.</p> <p>3 Q. What I want you to do is just on the bottom</p> <p>4 left there, put your initials and today's date.</p> <p>5 A. (Complies.)</p> <p>6 Q. Let's see. Let me just ask you this -- do you</p> <p>7 have a question about what you just marked?</p> <p>8 A. No.</p> <p>9 Q. Okay. Let me ask you this: Let's go to 040,</p> <p>10 and if I were to represent to you that this is the same</p> <p>11 pillar that you marked in VEN 039, are you able to draw</p> <p>12 a circle over the general area where the slip occurred</p> <p>13 in this photo? Either you can or can't.</p> <p>14 A. See, this photo is showing me it could be</p> <p>15 anywhere in the Venetian because it's so big. And if</p> <p>16 you say it's the same pillar --</p> <p>17 Q. Correct.</p> <p>18 A. -- I just don't know the distance on where I --</p> <p>19 Q. So here's my question -- it's a "yes" or</p> <p>20 "no" -- and I'm just asking, as I understand it, looking</p> <p>21 at 0 -- VEN 040, you're not able to -- assuming that the</p> <p>22 pillar that's represented there is the same pillar where</p> <p>23 you fell, you're not able to look at that and say,</p> <p>24 "Okay. This is the general area where I fell," and</p> <p>25 circle it?</p>

Page 113	Page 115
<p>1 A. Oh, yeah, I can circle this area. I just don't</p> <p>2 know where, if I'm over here or there.</p> <p>3 Q. Why don't you just draw a circle and make it as</p> <p>4 big as you want over the area where you slipped.</p> <p>5 A. I'm just not an expert.</p> <p>6 Q. I'm not asking you to be an expert. Okay? I'm</p> <p>7 just asking if you can do it, if you can say, "Well, I</p> <p>8 know I slipped and I fell somewhere near this pillar."</p> <p>9 I'm just asking: To the best of your recollection, are</p> <p>10 you able to identify the general area?</p> <p>11 A. No.</p> <p>12 Q. Okay. That's fine. Let's move on to the next</p> <p>13 one, VEN 041.</p> <p>14 Are you able to -- assuming that pillar is the</p> <p>15 same pillar that we identified in VEN 039, are you able</p> <p>16 to identify the slip area from that photo?</p> <p>17 A. No.</p> <p>18 Q. Okay. 042, VEN 042, same question: Are you</p> <p>19 able to identify the slip area from that photo if we</p> <p>20 assume that this column is the column you fell next to?</p> <p>21 A. No.</p> <p>22 Q. How about VEN 043? Are you able to look at</p> <p>23 that photo and can you identify that as the fall area?</p> <p>24 A. If it's the same as the first one. It's the</p> <p>25 angle. Is that the elevator? Is that the bathroom?</p>	<p>1 A. Yes.</p> <p>2 Q. Is he standing within ten feet of where you</p> <p>3 slipped?</p> <p>4 A. I just don't know the exact place. I -- yes.</p> <p>5 Q. I'm not asking for exacts.</p> <p>6 A. Okay.</p> <p>7 Q. I'm asking for approximate. That's all I'm</p> <p>8 doing. If you can't do it, I understand.</p> <p>9 A. I can't.</p> <p>10 Q. Okay.</p> <p>11 (Pause in proceedings.)</p> <p>12 MR. ROYAL: I'll mark this as Exhibit E.</p> <p>13 (Exhibit E was marked.)</p> <p>14 BY MR. ROYAL:</p> <p>15 Q. This is a document called "Acknowledgement of</p> <p>16 First Aid Assistance and Advice to Seek Medical Care."</p> <p>17 Have you seen this before?</p> <p>18 A. No.</p> <p>19 Q. Do you recognize your signature?</p> <p>20 A. Where is my --</p> <p>21 Q. Your name where it says Joyce?</p> <p>22 A. Yeah. That's printed and -- oh, signature down</p> <p>23 here?</p> <p>24 Q. Where it says, "Name print," it says, "Joyce</p> <p>25 Sekera," right below --</p>
Page 114	Page 116
<p>1 Q. So I'll represent to you that as you're facing</p> <p>2 this column, the elevator would be to your back.</p> <p>3 A. Yeah. The elevator's to the right.</p> <p>4 Q. The elevator would be behind you, is my</p> <p>5 understanding.</p> <p>6 A. I'm sorry. What was the question?</p> <p>7 Q. I'm just asking if you, looking at that photo,</p> <p>8 does that photo look at all familiar to you? Are you</p> <p>9 able to identify that it's the general fall area?</p> <p>10 A. It's, like -- 39; right?</p> <p>11 Q. Yes.</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So when you compare VEN 043 with</p> <p>14 VEN 039, you're able to kind of put them together and</p> <p>15 you can identify VEN 043 as the fall area?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And then, again, looking at VEN 043, are</p> <p>18 you able to identify the area where you slipped,</p> <p>19 generally? Are you able to point to it?</p> <p>20 A. I can point to this area before the restroom</p> <p>21 and the pillar.</p> <p>22 Q. Okay. So there's a man there who's in a black</p> <p>23 shirt and jeans and he's playing on his phone. He's got</p> <p>24 something in his mouth, a piece of paper or something.</p> <p>25 You see that guy?</p>	<p>1 A. It looks like mine. I just don't remember it.</p> <p>2 Q. Okay. So you recognize your signature, but you</p> <p>3 don't remember actually looking at this document or</p> <p>4 signing it?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Tell me about going to the hospital. I</p> <p>7 looked it up and it looks like it's about a 20-mile</p> <p>8 drive?</p> <p>9 A. Yeah.</p> <p>10 Q. So do you remember the drive to the hospital?</p> <p>11 A. Yes. I remember going as quickly as I could</p> <p>12 because I was in a lot of pain, and I'm pretty sure</p> <p>13 they -- I don't know timewise when I got there or how</p> <p>14 long it was.</p> <p>15 Q. Did you -- when you got there, did you present</p> <p>16 to the ER?</p> <p>17 A. Yes.</p> <p>18 Q. You were in a sling still?</p> <p>19 A. Yes.</p> <p>20 Q. Do you remember having a conversation with the</p> <p>21 ER personnel about what happened?</p> <p>22 A. No.</p> <p>23 Q. Do you remember having a conversation with</p> <p>24 anyone there about what happened?</p> <p>25 A. Yes. I remember talking. I just don't know --</p>

Page 117	Page 119
<p>1 remember what was said.</p> <p>2 Q. Okay. Tell me what you do remember about that</p> <p>3 first visit to the hospital.</p> <p>4 A. I remember getting there as quickly as I could.</p> <p>5 I remember going in and -- I don't know when they</p> <p>6 brought me in the back. I told them I was in a lot of</p> <p>7 pain in my left side, I told them what happened, but I</p> <p>8 do not remember -- I didn't get the copies, you know, so</p> <p>9 to speak, of what was said and done and stuff. I don't</p> <p>10 remember.</p> <p>11 Q. By "the copies," you mean you haven't seen the</p> <p>12 medical records?</p> <p>13 A. Correct.</p> <p>14 Q. And I think we established at the very</p> <p>15 beginning you haven't seen any of your medical records;</p> <p>16 is that correct?</p> <p>17 A. I think -- I never went to pick them up.</p> <p>18 Q. Well, have you -- you didn't -- I know you</p> <p>19 didn't review medical records to prepare for your</p> <p>20 deposition.</p> <p>21 Have you ever looked at any medical records</p> <p>22 associated with care that you received in this case?</p> <p>23 A. I might have. I just don't remember it.</p> <p>24 Q. Okay. At least as far as Centennial Hills</p> <p>25 Hospital goes, do you recall looking at any of those</p>	<p>1 following fall. The onset was just prior to arrival.</p> <p>2 The occurrence was single episode. The fall was</p> <p>3 described as slipped. The location where the incident</p> <p>4 occurred was at work." I'll stop there.</p> <p>5 Do you remember having that conversation,</p> <p>6 providing that information I just read?</p> <p>7 A. I probably would have. I just fell and I drove</p> <p>8 to the hospital and I would have said that.</p> <p>9 Q. Okay. Do you have a specific recollection of</p> <p>10 saying that?</p> <p>11 A. No.</p> <p>12 Q. All right. Continuing on, it says, "Location:</p> <p>13 Left upper extremity." That would be your left arm.</p> <p>14 "The character of symptoms is pain, swelling, and</p> <p>15 tingling. The degree at present is minimal. The</p> <p>16 exacerbating factor is none." Let me stop there.</p> <p>17 Do you remember having any discussion about</p> <p>18 pain with anyone at the time?</p> <p>19 A. Yes. I was in a lot of pain, and I do remember</p> <p>20 telling them that.</p> <p>21 Q. Okay. I'm sure you've been asked this question</p> <p>22 many times. On a pain scale of 0 to 10, with 10 being</p> <p>23 the worst, how would you describe your pain of your left</p> <p>24 elbow immediately following --</p> <p>25 A. 10.</p>
Page 118	Page 120
<p>1 records?</p> <p>2 A. No. In fact, I don't remember getting any</p> <p>3 because I don't have any.</p> <p>4 Q. You said you're right-handed; correct?</p> <p>5 A. That's correct.</p> <p>6 Q. Let me show you what we'll mark as F.</p> <p>7 (Exhibit F was marked.)</p> <p>8 MR. KUNZ: Thank you.</p> <p>9 BY MR. ROYAL:</p> <p>10 Q. This is an emergency department report from</p> <p>11 Centennial Hills Hospital.</p> <p>12 A. Okay.</p> <p>13 Q. Again, it's four pages and it's Bates-stamped</p> <p>14 PLF 027 through 030.</p> <p>15 This is a document you haven't -- you don't</p> <p>16 recall reviewing before?</p> <p>17 A. No.</p> <p>18 Q. Is that correct?</p> <p>19 A. That's correct.</p> <p>20 Q. Okay. I want you to look at where it says</p> <p>21 "History of Present Illness." And I'm going to do what</p> <p>22 I did with the narrative report, I'm just going to read</p> <p>23 a couple of sentences and ask you questions. Okay?</p> <p>24 A. Okay.</p> <p>25 Q. Starting at the beginning, "Patient presents</p>	<p>1 Q. Okay. I had one more word there.</p> <p>2 Immediately following the incident that</p> <p>3 occurred at the Venetian, you would describe the pain in</p> <p>4 your left elbow as a 10 out of 10; correct?</p> <p>5 A. That's correct.</p> <p>6 Q. How about the pain in your left shoulder, where</p> <p>7 would you rate that?</p> <p>8 A. The whole left side. I was in pain, you know.</p> <p>9 Q. So when you say "the whole left side," you've</p> <p>10 already described your left elbow, your left shoulder,</p> <p>11 the left side of your neck, and the left back of your</p> <p>12 head.</p> <p>13 Would all of that be collectively 10 out of 10?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Within the time that you were at the ER,</p> <p>16 had the pain gotten worse or better?</p> <p>17 A. You know, I do not remember. I don't remember</p> <p>18 if they gave me anything either.</p> <p>19 Does it say in here?</p> <p>20 Q. Well, I'll get to that.</p> <p>21 A. Okay. Sorry.</p> <p>22 Q. I'm going to ask you to -- I'm going to read</p> <p>23 something to you that's -- third line from the bottom</p> <p>24 starting with, "Patient did."</p> <p>25 It says, "Patient did not hit her head. No</p>

Page 121	Page 123
<p>1 LOC," which I understand to mean loss of consciousness.</p> <p>2 Do you remember having a conversation with</p> <p>3 anyone in the ER stating that you did not hit your head</p> <p>4 and did not lose consciousness?</p> <p>5 A. No, I do not.</p> <p>6 Q. Continuing on, "Patient complains of left</p> <p>7 lower" -- I'm sorry. Strike that.</p> <p>8 "Patient complains of left elbow pain and left</p> <p>9 lower back pain."</p> <p>10 Do you recall that?</p> <p>11 A. I recall being in pain and saying I was in</p> <p>12 pain, whether it was to the EMT or the doctor there,</p> <p>13 yes, because I remember how much pain I was in.</p> <p>14 Q. All right. It also says, "Patient denies any</p> <p>15 dizziness or shortness of breath."</p> <p>16 Do you remember providing that information?</p> <p>17 A. No, I do not.</p> <p>18 Q. It also indicates that you were complaining of</p> <p>19 paresthesia -- I don't know how to say that -- "to her</p> <p>20 left hand."</p> <p>21 Were you having symptoms in your left hand when</p> <p>22 you were at the ER that you remember?</p> <p>23 A. I don't remember any of that.</p> <p>24 Q. "Patient able to ambulate without difficulty."</p> <p>25 Do you know what that means, you were able to</p>	<p>1 A. Yes.</p> <p>2 Q. You don't remember if you had a prescription or</p> <p>3 anything for pain?</p> <p>4 A. No.</p> <p>5 Q. You don't remember filling a prescription for</p> <p>6 pain?</p> <p>7 A. No.</p> <p>8 Q. When is the next time that you sought out any</p> <p>9 kind of medical care?</p> <p>10 A. A day or two after the accident. A couple of</p> <p>11 days.</p> <p>12 Q. Let me back up. I missed this entirely. I</p> <p>13 have what we'll mark as Exhibit G.</p> <p>14 (Exhibit G was marked.)</p> <p>15 MR. KUNZ: Thank you.</p> <p>16 BY MR. ROYAL:</p> <p>17 Q. This is called a C4 form. It is a workers'</p> <p>18 compensation kind of a form that you fill out.</p> <p>19 Have you ever seen this before?</p> <p>20 A. I don't remember seeing this, no.</p> <p>21 Q. Do you recognize your handwriting anywhere on</p> <p>22 this document?</p> <p>23 A. Yes, that's my handwriting.</p> <p>24 Q. And just for the record, this is identified as</p> <p>25 JS 816.</p>
Page 122	Page 124
<p>1 walk without difficulty? Were you having any difficulty</p> <p>2 walking after the incident?</p> <p>3 A. I just don't remember. I just remember the</p> <p>4 pain. And how I was walking, I could not tell you.</p> <p>5 Q. Okay. That's fine.</p> <p>6 A. Okay.</p> <p>7 Q. On the next page of Exhibit F, PLF 028, there's</p> <p>8 an indication here you use tobacco regularly. And then</p> <p>9 it indicates that you had a prior visit -- it says,</p> <p>10 "Smoking History: Never smoker."</p> <p>11 A. What?</p> <p>12 Q. It's in the middle of the page. It says,</p> <p>13 "Tobacco," and it says, "Never smoker."</p> <p>14 A. I wouldn't have said that.</p> <p>15 Q. Okay. You don't recall providing information</p> <p>16 about your smoking history on this visit?</p> <p>17 A. No.</p> <p>18 Q. Do you recall what kind of testing was done --</p> <p>19 x-rays, things like that -- when you were at the</p> <p>20 hospital?</p> <p>21 A. No.</p> <p>22 Q. Do you recall what they did as far as what they</p> <p>23 recommended after you left the hospital?</p> <p>24 A. No.</p> <p>25 Q. Okay. But you did leave the hospital?</p>	<p>1 Okay. Show me, where is your handwriting? Is</p> <p>2 it from where it says "Joyce P. Sekera" at the top?</p> <p>3 A. Yes.</p> <p>4 Q. Then it would be all the way until --</p> <p>5 everything above the really dark black portion?</p> <p>6 A. Yes.</p> <p>7 Q. So your signature -- you see where your</p> <p>8 signature is in the middle of the page to the right?</p> <p>9 A. Oh, here. Yes.</p> <p>10 Q. Okay. So basically, that's your signature --</p> <p>11 A. I don't remember that. I'm sorry.</p> <p>12 Q. All the writing above where your signature is</p> <p>13 indicated on this page, which would be basically the top</p> <p>14 half of the page, that's all your handwriting?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And I can't really read all of this very</p> <p>17 well, so I am going to ask you to read where it says,</p> <p>18 "How did this incident or occupational disease occur?"</p> <p>19 Can you read that? Start with "There."</p> <p>20 A. "There was" -- looks like "water on the floor.</p> <p>21 My feet went out in front of me and I slipped on liquid</p> <p>22 and back elbow."</p> <p>23 You know, unless they put it in front of me. I</p> <p>24 just don't remember it.</p> <p>25 Q. Okay. It looks like it says, "I slipped.</p>

Page 125	Page 127
<p>1 Liquid on my lower back" --</p> <p>2 A. Oh, I see, lower back. Okay.</p> <p>3 MR. KUNZ: I think the liquid goes up to the</p> <p>4 line above it.</p> <p>5 THE WITNESS: That's right. It was crossed</p> <p>6 out.</p> <p>7 MR. ROYAL: Oh.</p> <p>8 THE WITNESS: "There was liquid."</p> <p>9 BY MR. ROYAL:</p> <p>10 Q. Okay. So let's read it all one more time, the</p> <p>11 way it's supposed to read. Go ahead.</p> <p>12 A. "There was liquid on the floor. My feet went</p> <p>13 out in front of me. I slipped on my lower back and</p> <p>14 elbow."</p> <p>15 Q. Okay. And then down below that where it says,</p> <p>16 "Nature of Injury or Occupational Disease."</p> <p>17 A. Where is that?</p> <p>18 Q. Right here. Can you read that?</p> <p>19 A. Oh, gosh, no.</p> <p>20 Q. It looks like it says, "Fall" --</p> <p>21 A. Where?</p> <p>22 Q. -- "left" --</p> <p>23 A. Oh, this one. I thought you meant the small</p> <p>24 print.</p> <p>25 Q. No, not that.</p>	<p>1 leave," and, "I'm going to the hospital," something to</p> <p>2 that effect?</p> <p>3 A. I told him I slipped and fell and I was driving</p> <p>4 myself to the hospital, yes.</p> <p>5 Q. Did you have any -- other than that, did you</p> <p>6 have any other communication with Warren Church about</p> <p>7 the incident?</p> <p>8 A. No.</p> <p>9 Q. Did you have any conversation with Mr. Peterson</p> <p>10 about the incident?</p> <p>11 A. Not really. It was Warren.</p> <p>12 Q. Okay. Is Warren the only person at Brand Vegas</p> <p>13 that you've spoken to about the incident that you can</p> <p>14 recall?</p> <p>15 A. Just that morning that I fell. If anything</p> <p>16 came up on property, I was supposed to call Warren. Not</p> <p>17 Eddie, not Mike -- I mean, Mike would come and go as he</p> <p>18 pleased, but...</p> <p>19 Q. Okay. So you talked to Warren on the date of</p> <p>20 the incident. You haven't spoken to him since about</p> <p>21 this?</p> <p>22 A. Right.</p> <p>23 Q. You haven't been back to work?</p> <p>24 A. No.</p> <p>25 Q. Have you been back to the Venetian since the</p>
Page 126	Page 128
<p>1 A. "Fall and elbow and back -- left elbow and</p> <p>2 back."</p> <p>3 Q. It looks to me like it says, "Fall, left elbow</p> <p>4 and back"; right?</p> <p>5 A. Yeah, that says left elbow and back and fall.</p> <p>6 Yeah. Yes.</p> <p>7 Q. Okay. So you don't remember when this was</p> <p>8 filled out. I'm assuming this was filled out somewhere</p> <p>9 at the hospital.</p> <p>10 A. Yeah. If they put something in front of me, I</p> <p>11 probably just, you know, whatever.</p> <p>12 Q. Right. Because it says --</p> <p>13 A. I didn't know what it said, but they</p> <p>14 probably...</p> <p>15 Q. All right. Well, this says -- it identifies</p> <p>16 Warren Church as your supervisor to whom you reported</p> <p>17 this.</p> <p>18 A. Oh, yes. I called him right away.</p> <p>19 Q. When did you call Warren Church?</p> <p>20 A. Right from the car.</p> <p>21 Q. Before you left the --</p> <p>22 A. Before I left the Venetian, yes.</p> <p>23 Q. So you got in your car at Venetian. You make a</p> <p>24 phone call to Warren Church at Brand Vegas and said,</p> <p>25 "I've been involved in an accident. I'm sorry I have to</p>	<p>1 incident?</p> <p>2 A. No.</p> <p>3 Q. Okay. I just -- are you okay?</p> <p>4 A. Yeah. Thank you.</p> <p>5 MR. ROYAL: Is everybody else okay?</p> <p>6 (Pause in proceedings.)</p> <p>7 BY MR. ROYAL:</p> <p>8 Q. When is the next time you presented to a</p> <p>9 doctor? You said a few days later. And who did you go</p> <p>10 to?</p> <p>11 A. You mean after I fell?</p> <p>12 Q. After the ER.</p> <p>13 A. After the ER? Maybe two, three days, I think.</p> <p>14 Q. Who did you go see?</p> <p>15 A. Who did I first see? I'm going to say -- it's</p> <p>16 been so long. Dr. Webber.</p> <p>17 Q. Okay. Had you seen him before?</p> <p>18 A. Never.</p> <p>19 Q. All right. When you went to see -- was he</p> <p>20 someone that you were directed to by your workers'</p> <p>21 comp --</p> <p>22 A. No.</p> <p>23 Q. -- people? Okay.</p> <p>24 Workers' comp is kind of funny because when you</p> <p>25 file something and then it goes to what we call a TPA, a</p>

Page 129	Page 131
<p>1 third-party administrator, and then they kind of tell</p> <p>2 you where to go, Concentra and other places -- they will</p> <p>3 tell you, "Go to Concentra and see Dr. So-and-so."</p> <p>4 Did you ever get any direction like that from</p> <p>5 the workers' comp carrier?</p> <p>6 A. No.</p> <p>7 Q. Okay. So you went to see Dr. Webber and is he</p> <p>8 a chiropractor?</p> <p>9 A. Yes.</p> <p>10 Q. And what can you tell me about that first visit</p> <p>11 with Dr. Webber? What do you remember about it?</p> <p>12 A. I remember going in and them bringing me back,</p> <p>13 and I had hot and cold compresses and pretty much that</p> <p>14 was it.</p> <p>15 Q. Do you remember what -- because now you're a</p> <p>16 few days after the incident, so obviously you had the</p> <p>17 prominent pain on your left side that you've already</p> <p>18 described --</p> <p>19 A. Yes.</p> <p>20 Q. -- which was 10 out of 10; correct?</p> <p>21 A. Correct.</p> <p>22 Q. By the time that you got -- went to see</p> <p>23 Dr. Webber, do you recall filling any kind of</p> <p>24 prescription medication --</p> <p>25 A. No. He didn't -- no. I don't remember.</p>	<p>1 remember. I just know that I told him.</p> <p>2 Q. At some point did you -- at what point did you</p> <p>3 decide you were never going to go back and work at that</p> <p>4 kiosk?</p> <p>5 A. Oh, I never decided that. It was the pain that</p> <p>6 I was in.</p> <p>7 Q. Well, I know, but --</p> <p>8 A. Walking or sitting and...</p> <p>9 Q. But at some point you had to tell your employer</p> <p>10 that you wouldn't be coming back.</p> <p>11 A. That's just it. I didn't have to because when</p> <p>12 I went to the doctors -- was it -- Dr. Webber was, yeah,</p> <p>13 giving -- taking care of me at that time. Warren had</p> <p>14 just said, "I just had a fax, you know, in." He said I</p> <p>15 wasn't able to work yet for another month, something</p> <p>16 like that.</p> <p>17 Q. Okay.</p> <p>18 A. I do remember that.</p> <p>19 Q. And did that go to your employer?</p> <p>20 A. Yes.</p> <p>21 Q. Okay.</p> <p>22 A. Went to probably Eddie.</p> <p>23 Q. All right. Did you ever ask your employer -- I</p> <p>24 don't have it with me, but I remember seeing a letter</p> <p>25 from your employer that was written about to -- written</p>
Page 130	Page 132
<p>1 Q. Okay. Do you remember what you did the night</p> <p>2 of the incident? So you've been to the ER, you're</p> <p>3 released, you go home. Do you remember, did you have to</p> <p>4 take any medication over the counter, anything like</p> <p>5 that?</p> <p>6 A. I normally don't take anything. I don't like</p> <p>7 pills. If they prescribed them, I might not have taken</p> <p>8 them.</p> <p>9 Q. Okay.</p> <p>10 A. Because that's just me. I had to read the side</p> <p>11 effects. And I remember just going to bed, laying down.</p> <p>12 At home you mean that night?</p> <p>13 Q. Yes.</p> <p>14 A. Yes.</p> <p>15 Q. And how about the next day?</p> <p>16 A. Same thing.</p> <p>17 Q. Just kind of laying down trying to take it</p> <p>18 easy?</p> <p>19 A. Yes.</p> <p>20 Q. Did you call your employer to let them know you</p> <p>21 wouldn't be coming back into work?</p> <p>22 A. Oh, yeah. I told Warren, yes.</p> <p>23 Q. So when you --</p> <p>24 A. When I called him and told him what happened, I</p> <p>25 told him I will not be in and so I -- I just don't</p>	<p>1 regarding how much money you had lost not working.</p> <p>2 Do you recall seeing anything like that?</p> <p>3 A. No.</p> <p>4 Q. It was by Warren Church.</p> <p>5 A. Oh, was it? I don't remember. I didn't really</p> <p>6 have contact with anybody there.</p> <p>7 Q. All right. Let me show you a document we'll</p> <p>8 mark as Exhibit H.</p> <p>9 (Exhibit H was marked.)</p> <p>10 BY MR. ROYAL:</p> <p>11 Q. It's Bates-stamped PLF 233 to 234. It's titled</p> <p>12 "Rivermead Post-Concussion Symptoms Questionnaire, RPQ."</p> <p>13 Do you recognize your handwriting and signature</p> <p>14 on this document?</p> <p>15 A. I do. I recognize it, but I don't remember it.</p> <p>16 Oh, I see. Yes. I do.</p> <p>17 Q. Now, this is dated 11/8/16, so this would be</p> <p>18 four days after the incident.</p> <p>19 A. Okay.</p> <p>20 Q. Do you remember -- do you know why you filled</p> <p>21 this out?</p> <p>22 A. Well, it was how I was feeling. He would have</p> <p>23 me fill this out.</p> <p>24 Q. Okay. All right. So just a couple of</p> <p>25 questions on this and I'll move to the next. This</p>

Page 133	Page 135
<p>1 indicates that you were having poor memory and 2 forgetting things.</p> <p>3 Is that the way it was four days after the 4 accident? Were you still feeling like you couldn't 5 remember things?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. What other symptoms do you recall -- 8 strike that.</p> <p>9 I'm going to try and just move through the rest 10 of this stuff as quickly as I can.</p> <p>11 MR. KUNZ: Are we done with this?</p> <p>12 MR. ROYAL: Yeah. We're done with that.</p> <p>13 We'll mark this as Exhibit I. 14 (Exhibit I was marked.)</p> <p>15 BY MR. ROYAL:</p> <p>16 Q. And this is PLF 094 to 098. You haven't seen 17 this document before, have you? This is a report from 18 Dr. Webber on 11/8/2016, which would be, as I understand 19 it, your first visit to him.</p> <p>20 A. Okay. And I don't remember seeing it.</p> <p>21 Q. Okay. I'm going to do as I've done previously. 22 I'm going to point you to some language, starting at 23 PLF 094, and just ask a couple of questions. Okay?</p> <p>24 A. Okay.</p> <p>25 Q. Starting right under "History of Injury," it</p>	<p>1 remember after the fall was people standing over her and 2 feeling dazed."</p> <p>3 Did I read that correctly?</p> <p>4 A. Yes.</p> <p>5 Q. Do you recall providing that information to 6 Dr. Webber?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Is everything that we read in the first 9 paragraph here, is that accurate as reported by 10 Dr. Webber?</p> <p>11 A. Well, yes.</p> <p>12 Q. I'll go to the next paragraph. "Ms. Sekera 13 reported that she was evaluated by a paramedic at the 14 scene of her fall and given a sling for her left 15 shoulder. She reported making an incident report and 16 was asked if she wanted an ambulance to take her to the 17 hospital. She stated that she declined the ambulance 18 and drove herself to Centennial Hills Hospital where she 19 had x-rays and was given medications and a new shoulder 20 sling." I'll stop there.</p> <p>21 Did I read that correctly?</p> <p>22 A. I would say --</p> <p>23 Q. Did I read it correctly?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. So my next question is: Do you recall</p>
Page 134	Page 136
<p>1 reads, "Ms. Sekera had a slip-and-fall injury dated 2 11/4/16. She stated that she was at work inside the 3 Venetian Hotel. She stated that she was walking on the 4 marble floor when she slipped on something wet when both 5 of her feet went out from under her and she fell to the 6 ground landing on her back and left elbow." I'll stop 7 there.</p> <p>8 Did I read that correctly?</p> <p>9 A. Yes.</p> <p>10 Q. Does that refresh your recollection? You 11 recall providing that information to Dr. Webber?</p> <p>12 A. I do not recall. However, that's his report; 13 right?</p> <p>14 Q. Yeah. I'm just asking. It says -- he's laid 15 out some facts here that he's indicated that he obtained 16 from you, and I'm asking if you remember giving him that 17 information.</p> <p>18 A. I do.</p> <p>19 Q. Okay.</p> <p>20 A. Yes. I remember my left side and I remember 21 talking about it.</p> <p>22 Q. Okay. I'm going to continue reading. "She 23 reported that her neck was thrust back when she fell. 24 She stated that she cannot recall a loss of 25 consciousness but recalls the first thing she can</p>	<p>1 providing that information to Dr. Webber?</p> <p>2 A. I do not recall providing it, but it -- I wish 3 I could.</p> <p>4 Q. Is it accurate?</p> <p>5 A. Yes.</p> <p>6 Q. Continuing on in that same paragraph, "The 7 patient reported taking the medications which have 8 helped but not resolved their [sic] pain." Let me stop 9 there.</p> <p>10 Does that refresh your recollection about 11 medications that you received and took after you 12 presented to the ER?</p> <p>13 A. No.</p> <p>14 Q. So when he says here that you reported taking 15 the medications which have helped, do you know what he's 16 referring to?</p> <p>17 A. Not at all.</p> <p>18 Q. Okay. Continuing on, "She also reported using 19 hot packs which have helped some as well."</p> <p>20 Do you recall that?</p> <p>21 A. I remember the hot packs, yes.</p> <p>22 Q. Are these hot packs that you used before you 23 went to see Dr. Webber?</p> <p>24 A. Oh, no. The ones that he has there.</p> <p>25 Q. Okay. So as I understand it, from the time</p>

Page 137	Page 139
<p>1 that you went -- that you were discharged from the ER at 2 Centennial Hills until you presented to Dr. Webber, you 3 don't recall taking any medications to address your 4 pain; is that correct? 5 A. That's correct. The only thing I would have 6 taken is Aleve, and I can't even say that. 7 Q. Okay. And you did not -- all you did was rest. 8 You didn't apply hot packs to yourself before you went 9 to see Dr. Webber? 10 A. I don't remember. 11 Q. Were you receiving any kind of help from your 12 daughter or your mother during this particular time 13 between the ER visit and seeing Dr. Webber? 14 A. My mother. 15 Q. How old is your mother? 16 A. 82. 17 Q. Is she able-bodied? She's not in a wheelchair 18 or... 19 A. No. 20 Q. She gets around okay? 21 A. Uh-huh. 22 Q. Yes? 23 A. Yes. 24 Q. And so she was able to get things for you, 25 bring you dinner, a sandwich, or a drink or --</p>	<p>1 paragraphs there or -- and above each paragraph there's 2 a heading. Okay? 3 A. Yes. 4 Q. So the first says headache, the second one says 5 cervicgia, the next one says low-back pain, the next 6 one says pain in left shoulder, the next one says pain 7 in left elbow, the next one says pain in thoracic spine. 8 All right. All those areas identified -- and 9 I'll represent to you that cervicgia is neck pain. 10 A. Oh, thank you. 11 Q. So does that cover all the areas where you were 12 having pain on that particular date that you can recall? 13 A. The -- my headaches... 14 Q. I'll just summarize it. 15 Headache, neck pain, low back, middle-back 16 pain, left-shoulder pain, left-elbow pain? 17 A. Yes. 18 (A short recess was taken from 1:02 p.m. 19 to 1:11 p.m.) 20 MR. ROYAL: So I just have other stuff I want 21 to mark here. 22 (Exhibit J was marked.) 23 BY MR. ROYAL: 24 Q. So we're going to mark Exhibit J, and this is a 25 document that is identified as PLF 237.</p>
Page 138	Page 140
<p>1 A. Yes. 2 Q. But she -- all right. Let me move on. That's 3 all the questions I have on that. 4 Do you remember what Dr. Webber did for you 5 after that first visit or during that first visit? 6 A. He would do the hot or cold presses [sic]. He 7 had a machine there to -- you know, machines there for 8 certain people. Massages, the -- but I can't remember 9 from the first visit or any other. 10 Q. Well, your typical visit with -- 11 A. They're all different. 12 Q. Was he manipulating you physically? Like, we 13 might call it cracking your back or doing any kind of 14 that, moving? 15 A. Not in the beginning. 16 Q. Okay. Let me -- I do have one more question I 17 want to ask you in regards to Exhibit I. 18 Under where it says "Subjective" -- 19 MR. KUNZ: On what page? 20 MR. ROYAL: I'm sorry. PLF 094. 21 MR. KUNZ: Oh, I'm sorry. Got it. 22 BY MR. ROYAL: 23 Q. Under where it says, "Subjective," it says, 24 "The patient presents with the following problems," and 25 in bold he has -- you'll see paragraph -- five</p>	<p>1 Do you recognize your name and signature on the 2 document? 3 A. Yes. 4 Q. Do you know what this document is? 5 A. No. 6 Q. It indicates that you -- it says, "Doctors' 7 lien." 8 Do you know what a lien is? 9 A. Yes. 10 Q. Okay. So a lien -- you were being -- you 11 weren't paying him. You're -- he'll get paid when this 12 litigation is resolved; right? 13 A. Yes. 14 Q. Okay. Next is Exhibit K. 15 (Exhibit K was marked.) 16 BY MR. ROYAL: 17 Q. This may not help you because it doesn't sound 18 like you've looked at your records and I don't blame 19 you, but this says, "Joyce Sekera." It's identified as 20 Radar 028. It is a -- it says, "Patient report: Joyce 21 Sekera." Under "Prescription," it is says, "Filled: 22 11/9/2016." Under "Prescriptions," it says 23 "Hydrocodone, acetaminophen." 24 At any rate, it indicates it was written on 25 11/4/2016. That was the day of the incident; correct?</p>

Page 141	Page 143
<p>1 A. Correct.</p> <p>2 Q. Okay. Does that refresh your recollection at</p> <p>3 all about --</p> <p>4 A. It was filled on the 9th.</p> <p>5 Q. Correct. So you received a prescription on the</p> <p>6 4th and you filled it on the 9th. That's what this</p> <p>7 says.</p> <p>8 A. Okay.</p> <p>9 Q. Does that refresh your recollection about</p> <p>10 filling your prescriptions or anything else?</p> <p>11 A. No. If I filled it, that's one thing, I filled</p> <p>12 it, but I did not take -- if I read it and I didn't --</p> <p>13 normally I don't take anything.</p> <p>14 Q. So you might have filled this --</p> <p>15 A. I might have filled it, right.</p> <p>16 Q. You might have filled it and then not have</p> <p>17 taken any?</p> <p>18 A. Correct.</p> <p>19 Q. You don't recall?</p> <p>20 A. Right.</p> <p>21 Q. So you treated with Dr. Webber for a while.</p> <p>22 You were going to see him on a regular basis;</p> <p>23 correct?</p> <p>24 A. Yes.</p> <p>25 Q. And every time you'd go back, you would get</p>	<p>1 (Exhibit L was marked.)</p> <p>2 BY MR. ROYAL:</p> <p>3 Q. All right. So Dr. Hyla, Southern Nevada</p> <p>4 Medical Group, she has an office with Dr. Webber or in</p> <p>5 his same building?</p> <p>6 A. Yes.</p> <p>7 Q. Do you know why you went to see her?</p> <p>8 A. Because of my injury.</p> <p>9 Q. Okay. But were you referred to her by</p> <p>10 Dr. Webber?</p> <p>11 A. I don't remember.</p> <p>12 Q. Okay. Do you know what kind of specialty</p> <p>13 Dr. Hyla is that she -- is she just a family doctor or</p> <p>14 does she have a specialty, if you know?</p> <p>15 A. I do not know.</p> <p>16 Q. Okay. Do you remember going to see her the</p> <p>17 first time?</p> <p>18 A. Yes.</p> <p>19 Q. All right. And this indicates you saw her on</p> <p>20 11/21/2016, which would be about two and a half weeks</p> <p>21 after the incident.</p> <p>22 Does that sound about right?</p> <p>23 A. Yes.</p> <p>24 Q. And this document indicates this was your</p> <p>25 initial examination, and she lists 27 complaints under</p>
Page 142	Page 144
<p>1 some kind of therapeutic treatment, like heat, cold,</p> <p>2 whatever he would use, massage?</p> <p>3 A. Uh-huh.</p> <p>4 Q. Yes?</p> <p>5 A. Yes.</p> <p>6 Q. All right. At some point, then, you went to</p> <p>7 see another doctor.</p> <p>8 Who do you recall seeing next? It's okay if</p> <p>9 you don't remember.</p> <p>10 A. I don't remember.</p> <p>11 Q. I can help remind you.</p> <p>12 A. Okay.</p> <p>13 Q. The next doctor I have you seeing is a</p> <p>14 Dr. Hyla.</p> <p>15 Is it Hyla, Michelle?</p> <p>16 A. She was in his -- she had an office in his</p> <p>17 office.</p> <p>18 Q. Whose office?</p> <p>19 A. Dr. Webber's.</p> <p>20 Q. I see. Okay.</p> <p>21 So was it in the same place?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. We're on L.</p> <p>24 We're going to mark as Exhibit L PLF 214</p> <p>25 through 223.</p>	<p>1 "Chief Complaints" on PLF 214.</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. I want you to look at those 27 complaints.</p> <p>5 They include -- strike that.</p> <p>6 Just look at those 27 complaints and indicate</p> <p>7 to me whether or not you recall having pain in all those</p> <p>8 areas as a result of the incident when you appeared to</p> <p>9 Dr. Hyla on 11/21/2016.</p> <p>10 A. Yes, yes, yes.</p> <p>11 (Reading document.)</p> <p>12 I'm sorry. I was going down the list and</p> <p>13 saying which ones, and I don't remember the right</p> <p>14 shoulder, but I could have. I just don't remember.</p> <p>15 Q. How about the right knee?</p> <p>16 A. I don't remember.</p> <p>17 Q. Okay. You don't remember providing all of this</p> <p>18 information to Dr. Hyla?</p> <p>19 A. I don't remember.</p> <p>20 Q. Go to the next page, PLF 215. This indicates</p> <p>21 that you had complained of radiating pain.</p> <p>22 Do you know what radiating pain is?</p> <p>23 A. No.</p> <p>24 Q. So if I have pain in my neck and I feel pain</p> <p>25 all the way down to my fingers or some part of my --</p>

Page 145	Page 147
<p>1 that would be radiating pain.</p> <p>2 A. Oh, okay.</p> <p>3 Q. Pain I have in one place that sort of radiates</p> <p>4 to another body part.</p> <p>5 A. Okay.</p> <p>6 Q. Were you feeling that as a result of the</p> <p>7 incident?</p> <p>8 A. I remember, yes.</p> <p>9 Q. What parts of your body? I'm asking you --</p> <p>10 A. I don't know at that time. I do not remember.</p> <p>11 Q. Let me ask it this way: Now that you know what</p> <p>12 radiating pain is --</p> <p>13 A. Yes.</p> <p>14 Q. -- is that something you're experiencing today?</p> <p>15 A. You mean constant pain?</p> <p>16 Q. I mean pain that radiates from one part of your</p> <p>17 body to the other.</p> <p>18 A. Yes, I do. Not every day. I do experience</p> <p>19 that.</p> <p>20 Q. Okay. So let's start at your neck.</p> <p>21 Do you have pain in your neck today?</p> <p>22 A. It's always right there (indicating) in my</p> <p>23 neck.</p> <p>24 Q. Okay. You kind of pointed to the left side of</p> <p>25 your neck, the back of your neck.</p>	<p>1 into your right arm?</p> <p>2 A. No.</p> <p>3 Q. Okay. Are you feeling today neck pain on your</p> <p>4 left side that radiates down your left arm?</p> <p>5 A. No.</p> <p>6 Q. Okay. Now, you indicated your low back,</p> <p>7 sometimes your pain radiates down your legs -- or your</p> <p>8 leg.</p> <p>9 A. Yes.</p> <p>10 Q. Does it radiate down both legs?</p> <p>11 A. Sometimes, yes.</p> <p>12 Q. Okay. How far down your legs? Does it go to</p> <p>13 your knee? Does it go to your foot?</p> <p>14 A. No. It just -- the lower buttocks and -- you</p> <p>15 know, it just has shooting pain sometimes.</p> <p>16 Q. Okay. When you say -- now, is it mostly on the</p> <p>17 left or equal?</p> <p>18 A. Mostly the left.</p> <p>19 Q. How often could you feel that on the right,</p> <p>20 that radiating pain?</p> <p>21 A. It's not every day, but it is a constant thing</p> <p>22 that does -- that I feel.</p> <p>23 Q. When you feel radiating pain on the right side,</p> <p>24 how --</p> <p>25 A. It's not on the right per se. Lower spine in</p>
Page 146	Page 148
<p>1 A. It radiates. Like you said, it travels, so it</p> <p>2 could -- like, sometimes down my spine, down my legs.</p> <p>3 Q. Okay. So it's not constant; correct?</p> <p>4 A. No.</p> <p>5 Q. Occasionally, then, you will feel -- and I'm</p> <p>6 going to describe what you just did. You put your left</p> <p>7 hand on the back of your -- the left side of your neck</p> <p>8 and you kind of motioned down your left shoulder to your</p> <p>9 elbow --</p> <p>10 A. Correct, because that was radiating pain.</p> <p>11 Q. Are you feeling any of that today?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Where does it radiate to? From your</p> <p>14 neck to where?</p> <p>15 A. It's -- it's my back.</p> <p>16 Q. So you're not feeling it in your neck?</p> <p>17 A. I feel -- yes, I do feel a pinch. I feel -- I</p> <p>18 don't know.</p> <p>19 Q. I'm just going to try -- you're jumping a</p> <p>20 little bit ahead of me. Let me just take this in</p> <p>21 increments.</p> <p>22 Your neck -- you feel pain in your neck and it</p> <p>23 sometimes radiates down your left arm?</p> <p>24 A. Correct.</p> <p>25 Q. Okay. Do you have neck pain that radiates down</p>	<p>1 the middle to the left.</p> <p>2 Q. Okay. All right. I'm just trying to narrow</p> <p>3 this down.</p> <p>4 A. I understand.</p> <p>5 Q. So you have pain in the low back that</p> <p>6 occasionally radiates down to your left leg; is that</p> <p>7 correct?</p> <p>8 A. That's correct.</p> <p>9 Q. And when I say "radiates," it goes down to your</p> <p>10 buttock area, right, to your rear end?</p> <p>11 A. Right.</p> <p>12 Q. It doesn't go down to your knee or your foot?</p> <p>13 A. No. I can't say it never has, but I don't feel</p> <p>14 that today.</p> <p>15 Q. Okay. How often do you feel that radiating</p> <p>16 pain? Give me an idea of how many times a week that</p> <p>17 sort of pops up.</p> <p>18 A. I couldn't even give you an estimate. Every</p> <p>19 day is different. I just know that I still have pain</p> <p>20 even after my treatments. And I...</p> <p>21 Q. Is it radiating today?</p> <p>22 A. No.</p> <p>23 Q. So it's not something you feel every day?</p> <p>24 A. Right.</p> <p>25 Q. The radiating part is not something you feel</p>

Page 149	Page 151
<p>1 every day?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. This indicates on -- back to Exhibit L,</p> <p>4 PLF 215, it indicates -- it says in the middle of the</p> <p>5 page "Concussion Symptoms." It says, "Hit head." It</p> <p>6 also says, "LOC: Yes." So it indicates here, "Hit</p> <p>7 head: Yes. LOC: Yes."</p> <p>8 Do you remember having a conversation with</p> <p>9 Dr. Hyla on 11/21/2016 where you told her that you</p> <p>10 struck your head and that you lost consciousness?</p> <p>11 A. Not lost consciousness. I had a lot of really</p> <p>12 bad headaches back then and they were pretty severe</p> <p>13 and -- but I don't remember the consciousness is what --</p> <p>14 I don't know because shocked, dazed, I don't know if</p> <p>15 that's the right word. I don't know what it is.</p> <p>16 Q. Do you have -- there's reports here of numbness</p> <p>17 and tingling in your hands and --</p> <p>18 A. Yes.</p> <p>19 Q. You have that today?</p> <p>20 A. No, not today.</p> <p>21 Q. Is that -- when is the last time you</p> <p>22 experienced those symptoms?</p> <p>23 A. That's now and then. It's not a constant.</p> <p>24 Q. Kind of like the radiating pain, it comes and</p> <p>25 goes?</p>	<p>1 Q. The next page has your signature it looks like</p> <p>2 along with the physician signature dated 11/21/16.</p> <p>3 Is that your signature?</p> <p>4 A. Yes.</p> <p>5 Q. Now, going back to this diagram, having seen</p> <p>6 your signature on the page after, are you -- does that</p> <p>7 help you at all?</p> <p>8 A. No, because I don't remember this particular</p> <p>9 page at all. I remember doing it with pain management.</p> <p>10 I just don't remember doing Xs. I just don't remember</p> <p>11 these markings.</p> <p>12 Q. Okay. So I am just going to look -- review</p> <p>13 these markings here. Because on Exhibit L, we went</p> <p>14 through -- PLF 214, we went through 27 different</p> <p>15 complaints, which appear to correspond with what's</p> <p>16 written -- indicated on this pain diagram.</p> <p>17 A. Okay.</p> <p>18 Q. So, for example, it looks like the knees are</p> <p>19 both circled.</p> <p>20 A. Yeah, it does look like that.</p> <p>21 Q. And it looks like the shins and calves are</p> <p>22 circled; right?</p> <p>23 A. That's what I --</p> <p>24 Q. I don't mean circled. I mean, you know, lines.</p> <p>25 A. Yeah. Uh-huh.</p>
Page 150	Page 152
<p>1 A. Numbness and tingling, I can say I've had it --</p> <p>2 I have experienced that after it, but it's not a</p> <p>3 constant every day.</p> <p>4 Q. Okay. Have you been diagnosed with carpal</p> <p>5 tunnel syndrome?</p> <p>6 A. I heard that, yes. I heard one of the doctors</p> <p>7 say that he thinks that's what it could be in my right</p> <p>8 hand, but otherwise, no.</p> <p>9 Q. Which doctor said that? Do you remember?</p> <p>10 A. Maybe he said he had it. It was Dr. Shah.</p> <p>11 Q. Did you get any -- so was it just in the</p> <p>12 right --</p> <p>13 A. I'm sorry?</p> <p>14 Q. Was it just in the right hand, the right arm?</p> <p>15 A. Yes.</p> <p>16 Q. Did Dr. Shah say that was related to your fall?</p> <p>17 A. I don't remember. I remember him telling me he</p> <p>18 has it. Maybe I got it confused.</p> <p>19 (Exhibit M was marked.)</p> <p>20 BY MR. ROYAL:</p> <p>21 Q. This is a pain diagram that -- it looks like</p> <p>22 you completed on 11/21/16 when you saw Dr. Hyla. It's</p> <p>23 PLF 224 and 225.</p> <p>24 Are these -- on 224, is this your marking?</p> <p>25 A. I can't say it is because I do not know.</p>	<p>1 Q. Also, the thighs are both indicated; right?</p> <p>2 You'd agree with that?</p> <p>3 A. Yes, they are.</p> <p>4 Q. And the left hip?</p> <p>5 A. Uh-huh.</p> <p>6 Q. Yes?</p> <p>7 A. Yes.</p> <p>8 Q. The entire --</p> <p>9 A. It does indicate.</p> <p>10 Q. The entire left arm from the shoulder down to</p> <p>11 the wrist is indicated?</p> <p>12 A. Yes.</p> <p>13 Q. The head -- the top of the head is indicated?</p> <p>14 A. Yes.</p> <p>15 Q. Looks like the right shoulder is also</p> <p>16 indicated; right?</p> <p>17 A. Yes.</p> <p>18 Q. And then if you look at the one on the left, it</p> <p>19 looks like pain all the way down from the crown of the</p> <p>20 head down to the lumbar spine?</p> <p>21 A. Yes.</p> <p>22 Q. It looks like the back of both shoulders and</p> <p>23 then pain from hip to hip on the back side --</p> <p>24 A. Yes.</p> <p>25 Q. -- is indicated; right?</p>

Page 153	Page 155
<p>1 A. Yes.</p> <p>2 Q. Okay. Does that sound accurate as far as the</p> <p>3 pain that you were feeling when you went to see Dr. Hyla</p> <p>4 on November 21st, 2016?</p> <p>5 A. I don't remember doing this on this page where</p> <p>6 my signature isn't. I know my signature. However, I</p> <p>7 don't remember writing like that.</p> <p>8 Q. Okay. You don't know if the signature is</p> <p>9 connected to this pain drawing?</p> <p>10 A. That's correct.</p> <p>11 Q. Okay. On PLF 224, it says page 11. On PLF</p> <p>12 225, it says page 12. These both indicate that they are</p> <p>13 from the date of 11/21/2016 from your visit to Southern</p> <p>14 Nevada Medical Group, Dr. Hyla. But looking at that --</p> <p>15 A. Well, again, we have a signature. I'm just</p> <p>16 saying I don't remember.</p> <p>17 Q. Okay. I got it.</p> <p>18 I'm going to show you -- the next one we'll</p> <p>19 mark as Exhibit N.</p> <p>20 (Exhibit N was marked.)</p> <p>21 BY MR. ROYAL:</p> <p>22 Q. Now, all I'm asking on -- you did go see</p> <p>23 Dr. Shah.</p> <p>24 A. Yes.</p> <p>25 Q. This is dated 12/1/2016. It's Bates-stamped</p>	<p>1 Let me have you turn to Radar 061. This is</p> <p>2 from Dr. Shah, and it's dated 4/11/2017.</p> <p>3 Why were you going to see Dr. Shah? What's</p> <p>4 your understanding?</p> <p>5 A. This is the Radar, Webber, it says on this</p> <p>6 page.</p> <p>7 Q. No. This is a letter to Dr. Webber from</p> <p>8 Dr. Shah.</p> <p>9 A. Oh. Thank you. Sorry.</p> <p>10 Q. Why were you going to see Dr. Shah?</p> <p>11 A. The headaches.</p> <p>12 Q. Is that it?</p> <p>13 A. Mainly, yes. Bad headaches.</p> <p>14 Q. What did Dr. Shah do for you?</p> <p>15 A. I remember him doing the nerve test.</p> <p>16 Q. They were negative; correct?</p> <p>17 A. Okay. I never saw anything on that. I don't</p> <p>18 remember seeing anything on why I went to him. I don't</p> <p>19 remember.</p> <p>20 Q. Did you have discussion with Dr. Shah about</p> <p>21 what kind of treatment that he recommended for you to</p> <p>22 address your headaches?</p> <p>23 A. Yeah. I remember talking to him. I can't say</p> <p>24 exactly what...</p> <p>25 Q. Did he give you prescriptions?</p>
Page 154	Page 156
<p>1 36739.</p> <p>2 And is that your handwriting?</p> <p>3 A. Yes.</p> <p>4 Q. It says, "Reason for visit: Headaches, back</p> <p>5 pain, shoulders."</p> <p>6 A. Yes.</p> <p>7 Q. This indicates you're right-handed. This</p> <p>8 indicates you're suffering from migraine headaches and</p> <p>9 you have eye problems.</p> <p>10 A. Yes.</p> <p>11 Q. You circled those; right?</p> <p>12 A. Yes.</p> <p>13 Q. What kind of eye problems were you having at</p> <p>14 this time on 12/1/16?</p> <p>15 A. A lot of headaches, a little blurriness. I do</p> <p>16 remember that.</p> <p>17 Q. Okay. Were you having neck pain on this day?</p> <p>18 A. Oh, yes. But the headaches were severe enough</p> <p>19 that it just hurt.</p> <p>20 MR. ROYAL: This next one is going to be O.</p> <p>21 (Exhibit O was marked.)</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. This represents -- oh, boy. These Bates stamps</p> <p>24 are small. This is Bates-stamped Radar 058 to 068. I'm</p> <p>25 not sure why these Bates stamps are so small.</p>	<p>1 A. Yes. He might have, yes. Yes.</p> <p>2 Q. Did you take those prescriptions?</p> <p>3 A. Sometimes I didn't fill them and -- no, I did</p> <p>4 not. He recommended them, but because of side effects,</p> <p>5 I -- I didn't take them.</p> <p>6 Q. Let me refer you to Radar 062 of Exhibit O.</p> <p>7 This indicates that you were having symptoms of nausea.</p> <p>8 How long did -- is that a fair statement, you were</p> <p>9 having -- as of -- I'm sorry. Look at GI. Look in the</p> <p>10 middle where it says "GI" on the left, in the first</p> <p>11 line, it says, "Positive nausea."</p> <p>12 A. Nausea?</p> <p>13 Q. Yeah.</p> <p>14 MR. KUNZ: I see "GI." I don't see --</p> <p>15 THE WITNESS: I'm confused.</p> <p>16 BY MR. ROYAL:</p> <p>17 Q. Go to "GI," and then work your way on that line</p> <p>18 where it says, "Negative" --</p> <p>19 MR. KUNZ: Okay. Thank you.</p> <p>20 MR. ROYAL: To the right it says, "Positive</p> <p>21 nausea."</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. So my question is: Were you experiencing</p> <p>24 nausea for several months following the incident at the</p> <p>25 Venetian?</p>

Page 157	Page 159
<p>1 A. I don't remember nausea for several months, no.</p> <p>2 Q. Okay. Did you experience nausea for any period</p> <p>3 of time following the incident?</p> <p>4 A. Yes. Yes, I did.</p> <p>5 Q. And for about how long? For a week? two weeks?</p> <p>6 A. It wasn't that long, but I can't remember.</p> <p>7 Q. Okay. You weren't feeling it as of April 11,</p> <p>8 2017, which would be six-or-so months after the</p> <p>9 incident, five months, six months?</p> <p>10 A. No. I don't recall when, but no.</p> <p>11 Q. Okay. This also says -- indicates that you</p> <p>12 were having eye pain, blurred vision under "Visual."</p> <p>13 Do you still experience those things today?</p> <p>14 A. No.</p> <p>15 Q. When did -- were you experiencing those</p> <p>16 symptoms on 4/11/2017?</p> <p>17 A. I could not tell you the dates or times.</p> <p>18 Q. They resolved?</p> <p>19 A. I'm sorry?</p> <p>20 Q. Those symptoms resolved?</p> <p>21 A. Yes.</p> <p>22 Q. So your nausea resolved, the blurred vision</p> <p>23 resolved, and the eye pain resolved; is that correct?</p> <p>24 A. Yes.</p> <p>25 Q. Under "Neurologic," it indicates that you were</p>	<p>1 A. Yes.</p> <p>2 Q. Neck pain -- give me an idea of the neck pain</p> <p>3 as it is today. Scale of -- you know, the 1-to-10</p> <p>4 scale, how is it today?</p> <p>5 A. The difference is I can move my head back right</p> <p>6 here (indicating). This way I cannot (indicating).</p> <p>7 Q. So just for the record, you've indicated that</p> <p>8 you can turn your head to the right to where your chin</p> <p>9 is close to your right shoulder --</p> <p>10 A. Like, right here (indicating), and then as far</p> <p>11 as here, right here (indicating). Big difference.</p> <p>12 Q. Actually, I got it. When you say "right here,"</p> <p>13 it's not going to make any sense on the transcript, so I</p> <p>14 have to try and explain it.</p> <p>15 You've turned -- so when you said "right here,"</p> <p>16 you turned your head to the right where your chin was</p> <p>17 close to your right shoulder?</p> <p>18 A. Correct.</p> <p>19 Q. Then you turned over your head to the left and</p> <p>20 your chin was approaching your left shoulder and your</p> <p>21 testimony is it can't go as far as it can to the right?</p> <p>22 A. Correct.</p> <p>23 Q. So you're claiming you still have problems with</p> <p>24 your neck today?</p> <p>25 A. Yes.</p>
Page 158	Page 160
<p>1 still having problems with headaches on 4/11/2017.</p> <p>2 A. Uh-huh.</p> <p>3 Q. Yes?</p> <p>4 A. Yes.</p> <p>5 Q. Did those headaches eventually resolve?</p> <p>6 A. Yes.</p> <p>7 Q. You're not having them today?</p> <p>8 A. No.</p> <p>9 Q. It also says you were then on 4/11/17</p> <p>10 experiencing neck pain, mid-back pain, low-back pain,</p> <p>11 weakness in the arms, weakness in the hands, weakness in</p> <p>12 the legs, weakness on walking, numbness or tingling in</p> <p>13 the arms, numbness or tingling in the legs.</p> <p>14 A. Yes.</p> <p>15 Q. Are you still experiencing those symptoms</p> <p>16 today?</p> <p>17 A. Some.</p> <p>18 Q. Which ones?</p> <p>19 A. The walking, sometimes the legs. The numbness</p> <p>20 and tingling, sometimes in my right hand. That's it.</p> <p>21 Well, the neck pain, yeah, and the mid-back pain, yes.</p> <p>22 Q. So you're having mid-back pain?</p> <p>23 A. Lower and right above it. So I don't know if</p> <p>24 you call that mid or not.</p> <p>25 Q. Okay. So your headaches have resolved?</p>	<p>1 Q. Okay. And you can't turn it to the left as far</p> <p>2 as you can the right because your neck -- it's painful?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Are you getting treatment for your neck</p> <p>5 today? I mean, presently. Not today, but are you</p> <p>6 seeing anyone for your neck right now?</p> <p>7 A. No.</p> <p>8 Q. Was your neck ever accepted as a covered body</p> <p>9 part by your workers' compensation carrier?</p> <p>10 A. I don't know.</p> <p>11 Q. Okay. You've got attorneys handling all of</p> <p>12 that; right?</p> <p>13 A. Yes.</p> <p>14 Q. You said weakness on walking.</p> <p>15 What do you mean?</p> <p>16 A. Before the accident, I could -- I went running,</p> <p>17 I worked out. I did a lot. Now I can't jog and I</p> <p>18 cannot walk. I can't stand long or sit long. You, on</p> <p>19 the other hand, have these chairs that I've never been</p> <p>20 able to sit this long. You know what I mean? They're</p> <p>21 really comfortable. Normally I'm up and down and...</p> <p>22 Q. Okay. But the weakness and walking, does that</p> <p>23 mean that you're walking and all of a sudden --</p> <p>24 A. I can't walk distances.</p> <p>25 Q. Okay. What I'm getting at is: Do you have</p>

Page 161	Page 163
<p>1 moments when you're walking and your legs just give out?</p> <p>2 A. I've had them before, yes.</p> <p>3 Q. Since the incident?</p> <p>4 A. Gave out, you mean you can't walk?</p> <p>5 Q. Well, I mean -- I don't know. I'm just asking</p> <p>6 you, when you say weakness in walking, to me, weakness</p> <p>7 in walking might mean many things.</p> <p>8 A. Oh, I'm sorry. Stiff. The back, stiff.</p> <p>9 Q. The back of what?</p> <p>10 A. My leg.</p> <p>11 Q. Okay. Like your calves?</p> <p>12 A. Yes.</p> <p>13 Q. They get stiff?</p> <p>14 A. Uh-huh.</p> <p>15 Q. Yes?</p> <p>16 A. Uh-huh -- yes.</p> <p>17 Q. You're indicated positive for depression,</p> <p>18 anxiety, restlessness.</p> <p>19 Did you experience any of those things prior to</p> <p>20 the accident?</p> <p>21 A. No.</p> <p>22 Q. Were you ever treated for depression before the</p> <p>23 accident?</p> <p>24 A. No.</p> <p>25 Q. For anxiety?</p>	<p>1 Did you have a discussion with Dr. Shah about</p> <p>2 that diagnosis?</p> <p>3 A. I don't remember that.</p> <p>4 Q. Did you get a CAT scan or MRI of your brain,</p> <p>5 your head?</p> <p>6 A. I remember getting -- whether it was x-rays</p> <p>7 or -- I remember getting some.</p> <p>8 Q. Do you remember -- I'm sorry?</p> <p>9 A. I believe it was the MRI.</p> <p>10 Q. Do you remember having a discussion with</p> <p>11 Dr. Shah about the results?</p> <p>12 A. Yes.</p> <p>13 Q. What did he tell you?</p> <p>14 A. I should have gotten copies. You know what, I</p> <p>15 can't remember exactly.</p> <p>16 Q. Do you remember him telling you that they were</p> <p>17 normal?</p> <p>18 A. I don't remember that.</p> <p>19 Q. Do you remember him telling you that the other</p> <p>20 tests, that the EMG studies, that they were normal?</p> <p>21 A. I do not remember.</p> <p>22 Q. Do you remember having a discussion with him</p> <p>23 about cervical strain and headaches?</p> <p>24 A. I remember saying I have headaches now and</p> <p>25 then, yes.</p>
Page 162	Page 164
<p>1 A. No.</p> <p>2 Q. Were you ever prescribed anything, like Xanax</p> <p>3 or anything like that, to address --</p> <p>4 A. If I was, I don't remember, and I would</p> <p>5 probably have thrown them out.</p> <p>6 Q. Okay. On page -- the next page, 063 of</p> <p>7 Exhibit O, it indicates -- it says your memory was</p> <p>8 better, you were less forgetful, and noted improvement.</p> <p>9 What were you doing, if anything, to improve</p> <p>10 your memory after the incident? Did you do any</p> <p>11 exercises or anything like that that you recall?</p> <p>12 A. I don't recall.</p> <p>13 Q. It indicates that you got some injections, pain</p> <p>14 shots from Dr. Kidwell's group?</p> <p>15 A. Yes.</p> <p>16 Q. What kind of injections -- what part of your</p> <p>17 body? Do you remember?</p> <p>18 A. Lower back.</p> <p>19 Q. Have you received injections anywhere other</p> <p>20 than your lower back?</p> <p>21 A. No.</p> <p>22 Q. You never received injections for your neck?</p> <p>23 A. No.</p> <p>24 Q. Let's turn to Radar 064. Under "Impression,"</p> <p>25 it says, No. 1, post-traumatic brain syndrome.</p>	<p>1 Q. The next page indicates -- I'm going to skip</p> <p>2 down to No. 6, carpal tunnel syndrome. It says, "Wrist</p> <p>3 splint to continue."</p> <p>4 A. Oh, I remember him saying about he wears a</p> <p>5 wrist splint, that would help me.</p> <p>6 Q. Did you ever wear a wrist splint?</p> <p>7 A. No.</p> <p>8 Q. You were holding your right arm.</p> <p>9 Was it just your right arm where he diagnosed</p> <p>10 carpal tunnel syndrome?</p> <p>11 A. It could have been both, but it's my right one</p> <p>12 that I remember.</p> <p>13 Q. Okay. Do you remember Dr. Shah attributing</p> <p>14 that to the accident?</p> <p>15 A. No, I do not.</p> <p>16 Q. Okay. Hold on a second.</p> <p>17 MR. KUNZ: Are we done with this?</p> <p>18 MR. ROYAL: Yeah.</p> <p>19 (Exhibit P was marked.)</p> <p>20 BY MR. ROYAL:</p> <p>21 Q. This is Bates-stamped 36739, Exhibit P.</p> <p>22 Do you recognize your signature?</p> <p>23 A. Yes.</p> <p>24 Q. Do you recognize this document to know what it</p> <p>25 is?</p>

Page 165	Page 167
<p>1 A. Yes.</p> <p>2 Q. Do you know why you signed it?</p> <p>3 A. I'm not sure of the question.</p> <p>4 Q. Do you know why you signed this document?</p> <p>5 A. So I could see the doctor.</p> <p>6 Q. Okay.</p> <p>7 MR. ROYAL: This next one is Q.</p> <p>8 (Exhibit Q was marked.)</p> <p>9 BY MR. ROYAL:</p> <p>10 Q. And this is 367 -- I thought these were</p> <p>11 Bates-stamped. Maybe they're not. Well, this is</p> <p>12 Exhibit Q, and this is -- these are documents -- it says</p> <p>13 "Pain Chart," and it is dated 12/1/2016.</p> <p>14 That's your signature at the bottom?</p> <p>15 A. Yes.</p> <p>16 Q. And then look at the next page.</p> <p>17 That's also your signature at the bottom,</p> <p>18 bottom left?</p> <p>19 A. Yes.</p> <p>20 Q. Do you remember filling out these two forms?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. There's a lot of these actually in the</p> <p>23 file. I'm not going to go through all of them, but on</p> <p>24 this particular date, it looks to me like you indicated</p> <p>25 that you were having pain.</p>	<p>1 A. Right.</p> <p>2 Q. You've also got it on the top of your head down</p> <p>3 to the left side, your neck and both shoulders, and</p> <p>4 you've indicated also -- I'm not sure if this is pain in</p> <p>5 your hands.</p> <p>6 A. That's the tingling, the stars.</p> <p>7 Q. Okay. Thank you.</p> <p>8 And then what have you indicated on the feet?</p> <p>9 Pins and needles?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And are these symptoms that you were</p> <p>12 experiencing since the accident?</p> <p>13 A. No.</p> <p>14 Q. They just gradually --</p> <p>15 A. Every day was different. That day I was in</p> <p>16 pain.</p> <p>17 Q. So when you say every day was different,</p> <p>18 sometimes you'd have days when you would have these pins</p> <p>19 and needles, tingling --</p> <p>20 A. It was more or less, like you said, radiating.</p> <p>21 It just went down to my feet.</p> <p>22 Q. Okay.</p> <p>23 MR. KUNZ: You need a break?</p> <p>24 THE WITNESS: No. I'm good.</p> <p>25 (Discussion held off the record.)</p>
Page 166	Page 168
<p>1 If you look at the first page --</p> <p>2 A. Yes.</p> <p>3 Q. -- you were having pain from hip to hip on the</p> <p>4 back, your left shoulder, and that's all I see marked.</p> <p>5 A. Lower back and the -- that's what I was</p> <p>6 experiencing.</p> <p>7 Q. Right, right. Well, when I say from hip to hip</p> <p>8 in the back, I meant the lower back because you X'd all</p> <p>9 the way across.</p> <p>10 A. Yes.</p> <p>11 Q. And you've indicated your pain was worse and it</p> <p>12 was 8 out of 10.</p> <p>13 A. Yes.</p> <p>14 Q. On the next one, you've got a bunch of Xs here</p> <p>15 that indicate aching, according to the legend above;</p> <p>16 right?</p> <p>17 A. Yes.</p> <p>18 Q. So according to this, you've indicated -- and</p> <p>19 I'm not sure the difference between the first page and</p> <p>20 the second page. But this indicates aching throughout</p> <p>21 the back from the shoulders all the way down to the</p> <p>22 buttocks; correct?</p> <p>23 A. Correct.</p> <p>24 Q. And then you've got it pretty much on the</p> <p>25 entire left side of the back of your head?</p>	<p>1 (A lunch recess was taken from 1:49 p.m.</p> <p>2 to 2:28 p.m.)</p> <p>3 (Exhibit R was marked.)</p> <p>4 BY MR. ROYAL:</p> <p>5 Q. So I am going to show you what we have marked</p> <p>6 as Exhibit R. This is identified as Southern 14 through</p> <p>7 18, and this is another visit to Dr. Hyla.</p> <p>8 Can I just ask you, what was Dr. Hyla doing for</p> <p>9 you specifically, if you know?</p> <p>10 A. I don't know. I'd have to read.</p> <p>11 Q. She wasn't giving you injections; right?</p> <p>12 A. No.</p> <p>13 Q. She wasn't providing you with any kind of</p> <p>14 therapy, was she? Like, physical therapy.</p> <p>15 Was she just writing you prescriptions? Was</p> <p>16 she --</p> <p>17 A. In Dr. Webber's office, he has an office, and</p> <p>18 then around the corner would be hers and he had the</p> <p>19 equipment. I mean, for him it was hot packs and the</p> <p>20 massage, cold packs, and the machinery, is she part of</p> <p>21 that?</p> <p>22 Q. Well, I don't know.</p> <p>23 A. Okay. I'm sorry. Okay.</p> <p>24 Q. I was just trying to figure this out. So</p> <p>25 let's -- this is dated 12/5. So, again, let's go to</p>

Page 169	Page 171
<p>1 Southern 015, and there's a list here of concussion 2 symptoms. So it says, for example, "Nausea: Yes. 3 Headache: Yes. Dizziness: Yes. Tinnitus: Yes. 4 Trouble remembering: Yes." Ah, let me back up. 5 Tinnitus says it's resolved. 6 Do you know what that is, ringing in the ears? 7 A. Yes. 8 Q. Did you have that after the incident? 9 A. A little bit, yeah. 10 Q. But as of this date, it says it was resolved. 11 A. Yes. 12 Q. You were having drowsiness, balance problems. 13 What kind of balance problems were you having? 14 A. It was hard to walk. All of a sudden, I had to 15 catch myself. 16 Q. Because of dizziness? 17 A. Yeah. Yes. 18 Q. When you said earlier you have weakness in 19 walking, that doesn't have to do with balance, that has 20 to do with something else? 21 A. The lower back, the pain, I -- I can't walk 22 long distances and... 23 Q. Okay. Just look at these concussion symptoms, 24 if you would, on Southern 015 of Exhibit R. Let me know 25 how many of these are continuing today, if any.</p>	<p>1 MR. KUNZ: You have got those two there. 2 THE WITNESS: Right. 3 MR. KUNZ: These ones you're still 4 experiencing? 5 THE WITNESS: No. 6 BY MR. ROYAL: 7 Q. My question was: Of those items listed on 8 Southern 015 and 016 of Exhibit R, those concussion 9 symptoms listed out over those two pages, are you 10 experiencing any of those today? 11 A. No. 12 Q. Okay. So now I'm going to show you what we'll 13 mark as... 14 (Exhibit S marked.) 15 BY MR. ROYAL: 16 Q. This is called "Head Injury Follow-Up 17 Questionnaire." 18 That's your signature; correct? 19 A. Correct. 20 Q. And it's dated 12/9/16. 21 Based on your last -- based on your testimony 22 from the last question makes this less relevant, but I'm 23 going to ask you: If you were to fill this out today, 24 would you say that you were a hundred percent well as to 25 all of the things listed here?</p>
Page 170	Page 172
<p>1 A. Starting at the top, you said? 2 Q. You don't have to read out loud. Just look at 3 them and identify which one of these -- if they've all 4 resolved, fine. 5 A. Gotcha. 6 The headache, once in a moon [sic]. You know, 7 it's not like it was. 8 Q. I'm sorry. These also go on to the next page. 9 A. So -- sorry. 10 Q. Look at the next two on Southern 016. 11 A. Well, I don't have a problem finding my words. 12 I did back then, yes. I -- my headaches took a toll on 13 me. 14 Q. So have you reviewed all of the symptoms? 15 MR. KUNZ: Anything else on this page that's 16 resolved? 17 THE WITNESS: The headaches, just normal -- 18 BY MR. ROYAL: 19 Q. So let me ask it like this: Are there any of 20 these symptoms that are listed on Southern 015 and -16 21 under "Concussion Symptoms" of Exhibit R that you are 22 still experiencing today? 23 A. (Reading document.) 24 Find ones that aren't resolved? 25 Q. Right.</p>	<p>1 So let me give you an example. Anxiety, 2 nervousness, or worry, you can either say getting worse, 3 staying same, getting better, a hundred percent well. 4 See how you filled that out back on 12/9/16? 5 A. Okay. 6 Q. I'd like you to look at those and just tell me 7 how would you -- 8 A. If I feel that today? 9 Q. Right. If you feel like you are a hundred 10 percent well as to each of those symptoms, and if you're 11 not, I just want you to tell me which ones you're still 12 having trouble with. 13 A. I still... 14 Q. Just make sure you get through the whole list. 15 MR. KUNZ: Why don't you read each one and tell 16 him how you're feeling. 17 MR. ROYAL: I can go through them individually, 18 if that will work. 19 BY MR. ROYAL: 20 Q. We'll do the first one. 21 Anxiety, nervousness, or worry, do you still 22 have issues with that? 23 A. No. 24 Q. Depression, crying, or more emotional, is that 25 resolved?</p>

Page 173	Page 175
<p>1 A. Yes.</p> <p>2 Q. Irritable or getting angry easily, has that</p> <p>3 resolved?</p> <p>4 A. No.</p> <p>5 Q. Has it gotten better? How would you rate it</p> <p>6 based on this form?</p> <p>7 MR. KUNZ: One of those categories: Staying</p> <p>8 the same, getting better, a hundred percent, and never</p> <p>9 had.</p> <p>10 THE WITNESS: Getting better.</p> <p>11 BY MR. ROYAL:</p> <p>12 Q. Okay. Difficulty finding simple words when</p> <p>13 talking?</p> <p>14 A. A hundred percent.</p> <p>15 Q. Difficulty concentrating or thinking slowly?</p> <p>16 A. A hundred percent.</p> <p>17 Q. Memory problems or forgetting things?</p> <p>18 A. Better. A hundred.</p> <p>19 Q. I'm sorry. You said better and then you said a</p> <p>20 hundred.</p> <p>21 A. That's because I thought I misplaced my keys in</p> <p>22 the kitchen and it just triggered the sentence. Sorry.</p> <p>23 Q. So that one, you're still having memory or</p> <p>24 forgetfulness?</p> <p>25 A. Getting better.</p>	<p>1 same? Getting better?</p> <p>2 A. That's when I was saying -- oh, I see. I would</p> <p>3 have to say that's staying the same.</p> <p>4 Q. Okay. So you had the check box "Getting</p> <p>5 worse," you would check the box "Staying the same" for</p> <p>6 that one?</p> <p>7 A. Yes.</p> <p>8 Q. "The overall level of my physical pain," how</p> <p>9 would you rate that today based on these boxes?</p> <p>10 A. I would say getting better.</p> <p>11 Q. Feeling behind, never caught up, or</p> <p>12 overwhelmed, how would you check that today?</p> <p>13 A. Feeling behind what?</p> <p>14 Q. It's just the form -- this is the form you</p> <p>15 filled out on 12/9/16.</p> <p>16 A. Oh, I see. You want to know --</p> <p>17 Q. How would you check it today?</p> <p>18 A. Getting better and a hundred percent, right</p> <p>19 between there.</p> <p>20 Q. Okay. "Relationship with my partner or</p> <p>21 family," you indicated it was a hundred percent at the</p> <p>22 time.</p> <p>23 Is that still the case today?</p> <p>24 A. No.</p> <p>25 Q. How would you write that today?</p>
Page 174	Page 176
<p>1 Q. "Understanding what people say to me"?</p> <p>2 A. I understand.</p> <p>3 Q. A hundred percent?</p> <p>4 A. Yes.</p> <p>5 Q. Sleep disturbance or disruption of sleeping</p> <p>6 patterns?</p> <p>7 A. I still have that. I'm getting better.</p> <p>8 Q. Fatigue, tiring more easily, or low energy?</p> <p>9 A. I do have that.</p> <p>10 Q. Is it getting worse? Staying the same?</p> <p>11 Getting better?</p> <p>12 A. Same.</p> <p>13 Q. Staying the same?</p> <p>14 So if you were to put a check mark in a box,</p> <p>15 would you put it in "Staying the same" or "Getting</p> <p>16 worse"?</p> <p>17 MR. KUNZ: "Staying the same" is the --</p> <p>18 THE WITNESS: Staying the same.</p> <p>19 BY MR. ROYAL:</p> <p>20 Q. Okay. You don't take anything for your sleep?</p> <p>21 A. No, I don't. I don't like pills.</p> <p>22 Q. Fatigue, tiring more easily, or low energy.</p> <p>23 Did we cover that?</p> <p>24 You see that one? Fatigue, tiring more easily,</p> <p>25 or low energy, how is that? Getting worse? Staying the</p>	<p>1 A. Before the accident, everything was</p> <p>2 different -- or before I fell, everything was different.</p> <p>3 I've been very irritable, and it's caused me to</p> <p>4 family -- it's different in the family. I couldn't do</p> <p>5 the things I did before. So it's a little strain there.</p> <p>6 Living with my mother, yes, a little strained because I</p> <p>7 had all the pain I did.</p> <p>8 Q. You filled this out on 12/9/16; correct?</p> <p>9 A. Okay.</p> <p>10 Q. According to this.</p> <p>11 A. Okay.</p> <p>12 Q. At the time you filled this out on 12/9/16,</p> <p>13 you're about five weeks after the incident, and you've</p> <p>14 indicated here, "Relationship with my partner or family:</p> <p>15 A hundred percent well."</p> <p>16 That's what you indicated on this form. You</p> <p>17 see that?</p> <p>18 A. Yeah, I do see that. I don't understand. I</p> <p>19 guess because it's not 24/7 like that, but I notice a</p> <p>20 difference in myself.</p> <p>21 Q. Okay.</p> <p>22 A. I don't know why I put the check mark there,</p> <p>23 but -- maybe that day, but it's been a strain.</p> <p>24 Q. "Able to enjoy my hobbies or leisure</p> <p>25 activities," you wrote on 12/9/16, "Getting better."</p>

Page 177	Page 179
<p>1 How would you write that today?</p> <p>2 A. You can -- getting better.</p> <p>3 Q. "Ability to exercise or play sports I enjoy,"</p> <p>4 you wrote "Getting better" on this occasion.</p> <p>5 How would you rate that today?</p> <p>6 A. Getting better.</p> <p>7 Q. "The quality or quantity of how much work I can</p> <p>8 do, 'Getting worse'" is what you said on 12/9/16.</p> <p>9 How is that today?</p> <p>10 A. This is so generic. I do what I can when I get</p> <p>11 up.</p> <p>12 Q. So is it -- you wrote "Getting worse" at this</p> <p>13 time.</p> <p>14 Is it getting better or staying the same?</p> <p>15 A. Staying the same.</p> <p>16 Q. How much you enjoy life, you wrote "100 percent</p> <p>17 well" on 12/9/16.</p> <p>18 Is that the case today?</p> <p>19 A. That's -- yes. That's because it's my</p> <p>20 attitude, and every day I'm just a happy person, and I</p> <p>21 will stay that way. So that's probably why I put that.</p> <p>22 Q. "Loud noises, noisy rooms, or crowds bother</p> <p>23 me." You wrote "Staying same."</p> <p>24 Is that still the same today?</p> <p>25 A. Yeah. I don't -- yes.</p>	<p>1 A. Yes. I see it's my handwriting, yes.</p> <p>2 Q. Okay. So this -- I'm looking for the date.</p> <p>3 Now that I look at this, I don't see a date on here.</p> <p>4 MR. KUNZ: That's when they sent it, I think.</p> <p>5 BY MR. ROYAL:</p> <p>6 Q. Yeah. I do see a -- what looks like a fax date</p> <p>7 of December 16, 2016, and it says, "MRI of the brain."</p> <p>8 At any rate, it says here a reason for your</p> <p>9 exam. Headaches, dizziness, vision with nausea [sic],</p> <p>10 memory loss -- I'll stop there.</p> <p>11 You recall that at least for a period of time</p> <p>12 you were experiencing all those things after the</p> <p>13 incident?</p> <p>14 A. Yes.</p> <p>15 Q. And all of those -- the headaches, dizziness,</p> <p>16 the vision with nausea, memory loss, that is all</p> <p>17 resolved --</p> <p>18 Is that fair to say?</p> <p>19 A. Yes.</p> <p>20 Q. -- those symptoms?</p> <p>21 (Exhibit U was marked.)</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. This is, again, from Steinberg Diagnostic.</p> <p>24 It's dated 12/20/16. The first page has your signature.</p> <p>25 Did you fill this out?</p>
Page 178	Page 180
<p>1 Q. You attribute that to the incident?</p> <p>2 A. Sometimes.</p> <p>3 Q. "Bright lights bother me or I have to wear</p> <p>4 sunglasses." You wrote "Staying the same."</p> <p>5 Has that improved since 12/9/16?</p> <p>6 A. Yes. Getting better.</p> <p>7 Q. "Feeling like I want to socialize with friends</p> <p>8 or family," on 12/9/16, you wrote "Getting worse."</p> <p>9 Has that improved?</p> <p>10 A. Yes.</p> <p>11 Q. Is that a hundred percent improved?</p> <p>12 A. Yes.</p> <p>13 (Exhibit T was marked.)</p> <p>14 BY MR. ROYAL:</p> <p>15 Q. Let's go to Exhibit T. This is a document I</p> <p>16 believe you filled out. It's Steinberg Diagnostic,</p> <p>17 SD 030 to 031. Your signature's on the second page.</p> <p>18 Do you recognize your handwriting on both of</p> <p>19 these pages?</p> <p>20 A. Yes, I do.</p> <p>21 Q. This looks like -- as I recall, this is -- you</p> <p>22 went there for a CT scan of your head, I believe.</p> <p>23 Do you know what I mean by "CT"?</p> <p>24 A. Yes, I do.</p> <p>25 Q. Do you remember filling out this form?</p>	<p>1 A. Yes.</p> <p>2 Q. Then the next page, it looks to me to be your</p> <p>3 handwriting.</p> <p>4 Did you fill that out?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. So this indicates that you were</p> <p>7 presenting to Steinberg Diagnostics with complaints of</p> <p>8 pain in the lower back and neck.</p> <p>9 Do you recall why you were at Steinberg</p> <p>10 Diagnostic on 12/20/16?</p> <p>11 It's okay if you don't recall.</p> <p>12 A. I don't.</p> <p>13 Q. Okay. Now, at SD 025, this indicates that you</p> <p>14 were having -- I want you to look at the symptoms.</p> <p>15 A. Okay.</p> <p>16 Q. And on SD 025, it says neck pain, mid-back</p> <p>17 pain, low-back pain all due to trauma.</p> <p>18 You circled those; correct?</p> <p>19 A. Yes. I -- yes.</p> <p>20 Q. Then it says at the bottom, "Body pain,</p> <p>21 right" -- it says, "Bilateral."</p> <p>22 You were having pain all over, it sounds like,</p> <p>23 at this time?</p> <p>24 A. Yes.</p> <p>25 Q. So then it says -- going to the right, it says,</p>

Page 181	Page 183
<p>1 "Radiculopathy: Arm numbness, arm pain, leg pain, 2 bilateral." 3 So according to this, you were having bilateral 4 radicular pain shooting down your arms and your legs at 5 this particular time five months -- or five weeks after 6 the incident? 7 A. I don't remember this. When I -- all these 8 medical forms, I would go up to the nurse or the girl 9 that was at the desk and ask her, "What does this mean? 10 What does this mean?" So I don't remember doing that. 11 Q. Well, I'm just asking. Here's what I'm asking, 12 because this is what it indicates. This indicates that 13 you were having radiating pain going down both arms and 14 both legs when you went to Steinberg Diagnostic on 15 12/20/2016, which would be about five to six weeks after 16 the incident. 17 Were you experiencing those kinds of symptoms 18 at that time? 19 A. I was in a lot of pain back then, yes. It's 20 why I kept going to the doctors and trying stuff, and 21 even though I've been treated, I still have the pain. 22 (Exhibit V was marked.) 23 BY MR. ROYAL: 24 Q. This is Exhibit V. This is another medical 25 lien. To just indicate, it's PAIN -- the Bates stamp is</p>	<p>1 Q. And the markings on the diagram, are these 2 yours? 3 A. Yes. 4 Q. So as of -- the date of this is 1/9/17. 5 When you went to the Pain Institute of Nevada, 6 were you having -- on 1/9/17, were you having bilateral 7 pain in your knees? 8 A. I'm not sure if that was -- like, you explained 9 to me radiating, and I'm not sure if it went from the 10 lower back down just above the knee. I just don't 11 remember that exact marking. 12 Q. So you were -- at that time, you were having 13 tingling of your hands bilaterally? 14 A. Yes. 15 Q. It looks like -- then you were having aching in 16 your low back and in your neck and both shoulders -- 17 shoulder blades or -- 18 A. Yes. 19 Q. I don't know. Not shoulder blades. You know 20 what I mean, where indicated in this. I don't want to 21 misrepresent it. And -- okay. 22 Tell me about what they did for you at the Pain 23 Institute of Nevada. 24 A. I had injections done. 25 Q. Okay. How many injections have you had done?</p>
Page 182	Page 184
<p>1 PAIN 142. It's Pain Institute of Nevada. 2 That's your signature? 3 A. Yes. 4 Q. And we've established what -- why you 5 understood that you were signing a lien? 6 A. Yes. 7 Q. I end up singing the song in my head, the 8 Alphabet song. 9 A. I thought so. I would do something like that. 10 Q. Tell me about -- what I'm going to do right 11 now, I'm just going to try and get through this more 12 quickly. Tell me about why you went to the Pain 13 Institute of Nevada. 14 A. Because things -- I wasn't feeling like I 15 should, and I went there to try the injections to see if 16 they could help. 17 Q. Who sent you there? 18 A. I don't remember. 19 Q. Okay. I'm going to show you what we'll mark as 20 Exhibit W. This is another pain diagram. It's got your 21 signature. 22 (Exhibit W was marked.) 23 BY MR. ROYAL: 24 Q. Is that your signature? 25 A. Okay. Yes.</p>	<p>1 A. Two, and a radiofrequency. 2 Q. Okay. Tell me about the first injection. 3 About when did that occur, approximately? 4 A. I don't recall the date. 5 Q. Were you hesitant to get injections when they 6 were first recommended to you? 7 A. Yes, because I don't like pain, but if it's -- 8 if it was going to help my back, I was going to do it. 9 So I just started trying that to see if that would 10 relieve the pain. 11 Q. So I see a -- sometime, it looks like, mid to 12 late February of 2017 you received a pain injection, and 13 you reported -- let me see when the injection was. 14 Did you get an injection in your neck or were 15 they all in your back? 16 A. In my back. 17 Q. Okay. Did the -- what happened to your neck 18 pain over time? Did it just -- I mean, did it stop 19 radiating and just sort of become localized to where it 20 limited your range of motion? 21 A. Yes. 22 Q. Okay. Have you ever been referred for an 23 injection of your neck? 24 A. No. 25 Q. Okay. And so the first injection you got was</p>

Page 185	Page 187
<p>1 for your low-back pain and tell me how that worked out.</p> <p>2 I mean, did it provide you with relief?</p> <p>3 A. Relief? A little bit, yes.</p> <p>4 Q. It looks like -- now that I'm looking at my</p> <p>5 notes, it looks like you went to Valley View Surgical.</p> <p>6 Do you remember that?</p> <p>7 A. Yes.</p> <p>8 Q. And I have a date of March 9th, 2017.</p> <p>9 A. Okay.</p> <p>10 Q. You wouldn't know that?</p> <p>11 A. No.</p> <p>12 Q. And it looks like it was Dr. -- I can't say her</p> <p>13 last name -- Travnicek?</p> <p>14 MR. KUNZ: Travnicek.</p> <p>15 BY MR. ROYAL:</p> <p>16 Q. So she did a -- it looks like she did an</p> <p>17 injection at your low back.</p> <p>18 A. Uh-huh.</p> <p>19 Q. And she indicates that you had a hundred</p> <p>20 percent pain reduction reported after you received it.</p> <p>21 In other words, all your pain was gone for a period of</p> <p>22 time.</p> <p>23 A. Yeah.</p> <p>24 Q. Did the pain come back?</p> <p>25 A. Yes.</p>	<p>1 A. Or the same. Sorry. I can't remember exactly.</p> <p>2 Q. Okay. So I have a note here that says -- the</p> <p>3 doctor's note indicates that you had a couple of days of</p> <p>4 a hundred percent relief after the injection you</p> <p>5 received on May 8, 2017, and a few days later you</p> <p>6 reported about 60 percent relief. So in other words,</p> <p>7 you had total relief --</p> <p>8 A. Right.</p> <p>9 Q. And then it started to come back?</p> <p>10 A. Yes.</p> <p>11 Q. And then tell me about when you had this next</p> <p>12 procedure.</p> <p>13 A. The radiofrequency?</p> <p>14 Q. Yeah.</p> <p>15 A. When I wasn't feeling any better, the doctor</p> <p>16 said I could try the radiofrequency where they burn the</p> <p>17 nerves in the lower spine. I said okay. I thought it</p> <p>18 would help, you know, relieve the pressure.</p> <p>19 Q. So my notes indicate that you had that</p> <p>20 performed on November 30, 2017. I know you're not going</p> <p>21 to know the exact date.</p> <p>22 A. I do remember that one.</p> <p>23 Q. What do you remember -- why do you remember</p> <p>24 that one?</p> <p>25 A. Because it was the last one before today. I</p>
Page 186	Page 188
<p>1 Q. How long did that shot or that process, that</p> <p>2 procedure give you relief?</p> <p>3 A. After a couple of weeks, I started feeling a</p> <p>4 little bit, and I have to say afterwards, probably about</p> <p>5 six months, seven months.</p> <p>6 Q. So you got six to seven months' relief from</p> <p>7 that first; is that right?</p> <p>8 A. Yeah.</p> <p>9 Q. And --</p> <p>10 A. Not a hundred percent but relief.</p> <p>11 Q. And then the -- I'm looking for the next</p> <p>12 injection. It looks to me like you got another</p> <p>13 injection, then, on May 8th, 2017.</p> <p>14 A. Okay.</p> <p>15 Q. I know you don't know the dates. I'm just</p> <p>16 reading off my notes, but I know you said there were two</p> <p>17 injections. So I have one in March of 2017 and one in</p> <p>18 May of 2017.</p> <p>19 Do you remember getting those two -- getting</p> <p>20 two injections where you got one and it gave you some</p> <p>21 relief and then you went back and got another one?</p> <p>22 A. Right, and then a radiofrequency.</p> <p>23 Q. What was different -- do you remember anything</p> <p>24 different after getting the second injection in your</p> <p>25 lumbar spine? Did you feel better? Did you feel worse?</p>	<p>1 remember 11/30.</p> <p>2 Q. Okay. What kind of relief did you receive from</p> <p>3 that procedure?</p> <p>4 A. I could get out of bed easier. I did feel</p> <p>5 relief on that one.</p> <p>6 Q. Okay. And since that particular injection or</p> <p>7 that procedure, you haven't had any other procedures for</p> <p>8 your low back; is that correct?</p> <p>9 A. That's correct.</p> <p>10 Q. There have been no injections, you haven't had</p> <p>11 any other radiofrequency rhizotomy?</p> <p>12 Have you been referred for any procedures since</p> <p>13 then?</p> <p>14 A. No, but they did explain to me that a lot of</p> <p>15 people feel -- some people feel comfort a year and a</p> <p>16 half, some people six months. You don't know. But it's</p> <p>17 a thing that -- where you just have it done because it</p> <p>18 grows back the nerves.</p> <p>19 Q. Okay. How are you feeling today?</p> <p>20 A. The same, as far as my lower back.</p> <p>21 Q. Right. What do you mean "the same"?</p> <p>22 A. I have a constant aching.</p> <p>23 Q. Okay. You went to see Dr. Cash.</p> <p>24 Do you remember that?</p> <p>25 A. Yes. I forgot. One time. Yeah.</p>

Page 189	Page 191
<p>1 Q. Why did you go see Dr. Cash?</p> <p>2 A. I don't know.</p> <p>3 Q. What did Dr. Cash -- what did he do for you?</p> <p>4 A. Nothing.</p> <p>5 Q. Well, tell me about your visit to see Dr. Cash.</p> <p>6 A. If I can only remember. I remember going to</p> <p>7 his office and I wasn't there that long.</p> <p>8 Q. Well --</p> <p>9 A. I just don't remember. You'll have to excuse</p> <p>10 me. I don't remember because it was only one time that</p> <p>11 I met him.</p> <p>12 Q. Okay. Well, again, you went to see Dr. Cash --</p> <p>13 I'm sorry. I'm just flipping through here trying to</p> <p>14 find his records. Sorry. Give me a second here.</p> <p>15 I think what I'm going to do is if you give me</p> <p>16 a second here, I'm going to combine some of these so I</p> <p>17 just can kind of -- I'm going to combine these, and I'm</p> <p>18 going to put the rest of these pain diagrams in one</p> <p>19 exhibit and just have her look at them and -- she filled</p> <p>20 them out and...</p> <p>21 MR. KUNZ: Sure.</p> <p>22 (Pause in proceedings.)</p> <p>23 (Exhibit X was marked.)</p> <p>24 BY MR. ROYAL:</p> <p>25 Q. So while we were off the record, I presented</p>	<p>1 and then go to the other side. So let's start on the</p> <p>2 left.</p> <p>3 Would you mark anything on the front part of</p> <p>4 the head?</p> <p>5 A. No.</p> <p>6 Q. Would you mark anything on the left or right</p> <p>7 arm?</p> <p>8 A. The -- right --</p> <p>9 Q. The front part.</p> <p>10 A. Just a little ache here.</p> <p>11 Q. Okay. But you pointed to the back of your left</p> <p>12 shoulder. So that would be the back. Let's focus on</p> <p>13 the front.</p> <p>14 A. I see. Sorry.</p> <p>15 Q. So just focus on the front. For example, on</p> <p>16 PAIN 088 at 1/30/17, it looks like you have some</p> <p>17 markings on both shoulders and then you've got the</p> <p>18 tingling in the hands.</p> <p>19 A. Not now.</p> <p>20 Q. Okay. So you would not -- you wouldn't mark</p> <p>21 anything -- this would be completely unmarked, the one</p> <p>22 on the left --</p> <p>23 A. Correct.</p> <p>24 Q. Okay. Now let's look at the back part, then.</p> <p>25 What would you mark today as being pain,</p>
Page 190	Page 192
<p>1 you with Exhibit X, which is -- which are records from</p> <p>2 the Pain Institute of Nevada, Bates-stamped PAIN 069</p> <p>3 through 088, but they're in kind of reverse numerical</p> <p>4 order and they're not consecutive. They are dated</p> <p>5 1/30/17, 2/20/17, 5/11/17, 6/26/17, 7/10/17, 7/23/17,</p> <p>6 and 1/27/17.</p> <p>7 Have you reviewed all those documents?</p> <p>8 A. Yes.</p> <p>9 Q. And your signature is located at the bottom</p> <p>10 left of each of those documents?</p> <p>11 A. Yes.</p> <p>12 Q. And you've correctly indicated the pain that</p> <p>13 you were experiencing on each of these different</p> <p>14 occasions based upon the diagram and the markings on the</p> <p>15 diagram?</p> <p>16 A. Yes. That day, yeah.</p> <p>17 Q. Okay. If you were to fill out one of these</p> <p>18 diagrams today, could you just explain to me -- just</p> <p>19 using a diagram -- we'll use PAIN 088, for example. I'm</p> <p>20 not going to ask you to mark anything. Just describe</p> <p>21 starting at the head and let's work our way down.</p> <p>22 MR. KUNZ: Do you want the front side or the</p> <p>23 back side?</p> <p>24 BY MR. ROYAL:</p> <p>25 Q. Well, we'll start on the left, the front side,</p>	<p>1 tingling, numbness, aching? You know, what would you</p> <p>2 identify on this one on the right?</p> <p>3 A. The back side, yes?</p> <p>4 Q. Right.</p> <p>5 A. Lower back. Not tingling but the lower back.</p> <p>6 Q. And it would be aching?</p> <p>7 A. Aching.</p> <p>8 Q. Not radiating down your legs?</p> <p>9 A. No.</p> <p>10 Q. And then how about the back of the arms or the</p> <p>11 legs?</p> <p>12 A. Oh, I'm sorry.</p> <p>13 Q. Let me take them one at a time.</p> <p>14 The back of the legs?</p> <p>15 A. Back of the legs, little stiffness.</p> <p>16 Q. Okay. But is that something you would mark on</p> <p>17 this?</p> <p>18 A. Let me see.</p> <p>19 No. I probably wouldn't.</p> <p>20 Q. Okay. And how about anything else above -- so</p> <p>21 far we've just got -- you would mark the low back as</p> <p>22 aching pain and then let's go up from the low back.</p> <p>23 A. Okay.</p> <p>24 Q. What else would you mark?</p> <p>25 A. My back. The shoulder, the neck -- you know,</p>

Page 193	Page 195
<p>1 this going down.</p> <p>2 Q. So you've got -- again, we've already talked</p> <p>3 about this, but you would mark the left side of the back</p> <p>4 of your neck going down kind of to the left shoulder?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Any other things that you would mark</p> <p>7 here?</p> <p>8 A. Not today.</p> <p>9 Q. Okay. Now I want to show you what you</p> <p>10 completed at Dr. Cash's office, I believe.</p> <p>11 This is Exhibit Y.</p> <p>12 (Exhibit Y was marked.)</p> <p>13 BY MR. ROYAL:</p> <p>14 Q. And oddly enough, this doesn't have a date, but</p> <p>15 I do believe I have the date. So my records indicate</p> <p>16 you saw Dr. Cash in October of 2017.</p> <p>17 Does that sound about right?</p> <p>18 A. I don't remember that. Is this DISC...</p> <p>19 Q. Yes. It's the Desert Institute of Spine Care,</p> <p>20 and I think -- so that's the acronym for that. I</p> <p>21 will -- let me ask it this way: Is that your</p> <p>22 handwriting on document Y -- Exhibit Y, which is</p> <p>23 Bates-stamped DISC 007?</p> <p>24 A. Yes.</p> <p>25 Q. And did you make the markings on the pain</p>	<p>1 Q. No?</p> <p>2 A. I don't. But he was examining me, looking at</p> <p>3 me, and then he showed me something on a screen, I</p> <p>4 thought. But it was so short I felt because I only saw</p> <p>5 him once.</p> <p>6 Q. Did he refer you to anyone that you recall?</p> <p>7 A. I don't recall.</p> <p>8 Q. Did he provide you with a prescription of any</p> <p>9 kind?</p> <p>10 A. No, not to my knowledge.</p> <p>11 Q. Did he ask you to come back?</p> <p>12 A. No.</p> <p>13 Q. Did he provide you with any kind of counsel on</p> <p>14 how to manage your symptoms?</p> <p>15 A. I don't recall.</p> <p>16 Q. If I -- were you with Dr. Cash for more than</p> <p>17 30 minutes?</p> <p>18 A. That, I couldn't tell you.</p> <p>19 Q. Let's look at this next one we'll mark as</p> <p>20 Exhibit Z.</p> <p>21 (Exhibit Z was marked.)</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. This is dated 2/22/18. I'm thinking that this</p> <p>24 was maybe completed when you went to see Dr. William</p> <p>25 Smith.</p>
Page 194	Page 196
<p>1 drawing?</p> <p>2 A. Yes.</p> <p>3 Q. And could you read to me what it says? It</p> <p>4 reads near the bottom, "If your injury resulted from a</p> <p>5 slip, trip, or fall, date of accident or injury," it</p> <p>6 says 11/4/2016.</p> <p>7 Is that your handwriting?</p> <p>8 A. Yes.</p> <p>9 Q. Then after that, it requests -- it asks the</p> <p>10 question, "Describe what happened."</p> <p>11 A. Right.</p> <p>12 Q. I'm going to -- I guess I'm going to try to</p> <p>13 read this.</p> <p>14 You want to read this?</p> <p>15 A. Sure.</p> <p>16 Q. Okay. I'll let you read it.</p> <p>17 A. "I slipped on liquid that was on the floor" --</p> <p>18 oh, marble floor -- "at the Venetian. I fell back. I</p> <p>19 just remember I hit the floor very hard. My feet</p> <p>20 were -- were up in front of me. I fell on my left side</p> <p>21 elbow and back."</p> <p>22 Q. Okay. Did you have a discussion -- do you</p> <p>23 remember this -- having a discussion with Dr. Cash about</p> <p>24 how the incident occurred or...</p> <p>25 A. (Shakes head.)</p>	<p>1 Do you remember seeing him, Dr. Smith?</p> <p>2 A. Yes.</p> <p>3 Q. I think you've seen him two or three times?</p> <p>4 A. Yes.</p> <p>5 Q. And you were sent -- were you sent to him</p> <p>6 through -- why did you go see Dr. Smith, to your</p> <p>7 knowledge?</p> <p>8 A. He -- well, you'd have to ask...</p> <p>9 Q. It's okay if you don't know.</p> <p>10 A. I don't know.</p> <p>11 Q. Looking at Exhibit Z, is this a document you</p> <p>12 filled out?</p> <p>13 A. That's my writing, yes.</p> <p>14 Q. Okay. So at the time of February 22nd, 2018,</p> <p>15 you were having, what? It looks like 4-out-of-10 neck</p> <p>16 pain, 4-out-of-10 left-arm pain, 3-out-of-10 right-arm</p> <p>17 pain, 6-out-of-10 back pain, 3-out-of-10 left-leg pain,</p> <p>18 and 3-out-of-10 right-leg pain; is that right?</p> <p>19 A. That was -- it was constant.</p> <p>20 Q. And you've also indicated on this diagram, it</p> <p>21 looks like you've indicated, as you have today, pain on</p> <p>22 the back of -- the left side back of your neck and pain</p> <p>23 at the low-back area?</p> <p>24 A. Yes.</p> <p>25 Q. Am I missing something?</p>

Page 197	Page 199
<p>1 A. There's an "X" at the lower back and then the</p> <p>2 neck portion.</p> <p>3 Q. Yeah, I see that. Are there any -- I didn't</p> <p>4 see markings on your legs --</p> <p>5 A. No.</p> <p>6 Q. -- or markings on your arms, unless on the left</p> <p>7 side.</p> <p>8 Are those intended to be markings on the hands?</p> <p>9 A. That's what it looks like.</p> <p>10 Q. Do you know what they represent?</p> <p>11 A. I would have to say tingling. That's -- I'm</p> <p>12 guessing, though, so I don't want to say. I don't know.</p> <p>13 MR. ROYAL: We'll call this next one AA.</p> <p>14 (Exhibit AA was marked.)</p> <p>15 BY MR. ROYAL:</p> <p>16 Q. We're getting near the end here.</p> <p>17 This is a document that it looks like you</p> <p>18 completed at Valley View Surgery on 11/30/17. This</p> <p>19 would be when you had your last procedure; is that</p> <p>20 right? No. I don't think that's right. This is -- let</p> <p>21 me think about that. Maybe you filled this out before</p> <p>22 your first procedure. I'm just trying to think of the</p> <p>23 timing here.</p> <p>24 At any rate, it's 11/30/17, it's got your</p> <p>25 signature, and you filled out this report; correct?</p>	<p>1 MR. KUNZ: Make sure this is your writing here.</p> <p>2 THE WITNESS: Yes. That is my signature.</p> <p>3 BY MR. ROYAL:</p> <p>4 Q. Okay. So I think we've -- if you were to fill</p> <p>5 this out today, going -- looking at the signature page,</p> <p>6 WRC 048, where it says, "Musculoskeletal," you would</p> <p>7 just indicate neck pain, back pain; is that correct?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. Now, above it says -- under</p> <p>10 "Cardiovascular," it says, "Leg pain and/or swelling,"</p> <p>11 and you've checked that.</p> <p>12 What kind of swelling were you experiencing?</p> <p>13 A. It just says pain. Is that leg?</p> <p>14 Q. You're right. Let me read it again. "Leg pain</p> <p>15 and/or swelling." Okay.</p> <p>16 Does this just refer to radicular pain?</p> <p>17 A. Yes.</p> <p>18 Q. Which you're not experiencing on a regular</p> <p>19 basis --</p> <p>20 A. No.</p> <p>21 Q. -- is that correct?</p> <p>22 A. That's correct.</p> <p>23 Q. Okay. And is it your testimony that you</p> <p>24 cannot -- that you are entirely unable to work today?</p> <p>25 A. Yes.</p>
Page 198	Page 200
<p>1 A. Correct.</p> <p>2 Q. Now, under "History" on No. 33, the question is</p> <p>3 a history of back problems -- it says, "Have you had a</p> <p>4 history of back, neck problems?" You said yes. Hold</p> <p>5 on.</p> <p>6 When you said yes, are you referring to the</p> <p>7 fact that you had been experiencing back and neck</p> <p>8 problems for the prior year as a result of the incident?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. You're not indicating that you</p> <p>11 experienced any of those problems prior to the incident?</p> <p>12 A. Correct.</p> <p>13 Q. Okay.</p> <p>14 A. Thank you for explaining.</p> <p>15 MR. ROYAL: We'll call this one BB.</p> <p>16 (Exhibit BB was marked.)</p> <p>17 BY MR. ROYAL:</p> <p>18 Q. Let's look at this. This is a document that I</p> <p>19 think you completed. It's Bates-stamped WRC 045 through</p> <p>20 048.</p> <p>21 Can you just look at that and indicate if you</p> <p>22 completed this form?</p> <p>23 A. Yeah. That's my writing.</p> <p>24 Q. Is that your signature on the last page, WRC</p> <p>25 048?</p>	<p>1 MR. ROYAL: I guess I'll mark this one. CC.</p> <p>2 (Exhibit CC was marked.)</p> <p>3 BY MR. ROYAL:</p> <p>4 Q. This is another Steinberg Diagnostic form that</p> <p>5 looks like you completed. It's SD 017 and SD 018, and</p> <p>6 it's dated 4/27/18.</p> <p>7 Now, I just want to be clear from your earlier</p> <p>8 testimony about this. This looks like it may be</p> <p>9 unrelated to the incident. On SD 018, this is where you</p> <p>10 fell off the bed. You see what --</p> <p>11 A. Yes. It's unrelated.</p> <p>12 Q. So on top where it says, "Pain on medial side</p> <p>13 of knee swelling," is that your handwriting or is that a</p> <p>14 doctor or someone else? I'm guessing that's a doctor.</p> <p>15 It looks different.</p> <p>16 A. That's a doctor, definitely.</p> <p>17 Q. You were just experiencing right-knee pain</p> <p>18 related to a fall which you do not attribute to anything</p> <p>19 related to this incident?</p> <p>20 A. Correct.</p> <p>21 MR. ROYAL: Let's go off the record for just a</p> <p>22 second.</p> <p>23 (Pause in proceedings.)</p> <p>24 (Exhibit DD was marked.)</p> <p>25 ///</p>

Page 201	Page 203
<p>1 BY MR. ROYAL:</p> <p>2 Q. So while we were off the record, I had you look</p> <p>3 at the documents we marked as DD that are actually</p> <p>4 various pain diagrams from Dr. Shah. And the dates --</p> <p>5 I've got various dates from documents Bates-stamped</p> <p>6 Radar 020 through 074. They're not consecutive.</p> <p>7 They're just within that range. The dates that we</p> <p>8 looked at -- I had you look at were 4/11/17; 5/2/17;</p> <p>9 July 10, '17; October 23rd, '17.</p> <p>10 And I'll represent to you that these are not</p> <p>11 all of them, that there's lots of these pain diagrams.</p> <p>12 But in all the diagrams that we've included in</p> <p>13 Exhibit DD, you've reviewed those and confirmed that you</p> <p>14 made the markings on these pain diagrams and signed</p> <p>15 them; correct?</p> <p>16 A. Yes.</p> <p>17 Q. It looks like they're all signed by the doctor.</p> <p>18 Did the doctor sign these in your presence? Do</p> <p>19 you remember?</p> <p>20 A. Yes.</p> <p>21 Q. When you would fill these out, would the doctor</p> <p>22 discuss them with you?</p> <p>23 A. Yes.</p> <p>24 Q. Let me -- well, my last -- I don't think I'm</p> <p>25 going to mark this, actually. I'm just going to show</p>	<p>1 Q. And tell me about that visit.</p> <p>2 Why did you go see Dr. Smith? Do you know?</p> <p>3 A. Dr. Smith? You have to ask Keith. It was due</p> <p>4 to my back, of course.</p> <p>5 Q. Did Dr. Smith -- what -- tell me about the</p> <p>6 visit.</p> <p>7 Did you have a discussion with him about what</p> <p>8 your symptoms were or what your complaints were, what</p> <p>9 was still hurting?</p> <p>10 A. Yes.</p> <p>11 Q. And do you remember what you told him?</p> <p>12 A. My back. It's just a constant thing.</p> <p>13 Q. Did you tell him about your neck?</p> <p>14 A. Yes, yes.</p> <p>15 Q. Did he refer you for any kind of a test or</p> <p>16 procedure or refer you to a doctor? Do you remember?</p> <p>17 A. No. He did not refer me, no.</p> <p>18 Q. Okay. Do you remember what he did for you?</p> <p>19 Did he take x-rays? Did he --</p> <p>20 A. Yes. He sent me for x-rays and I had them all</p> <p>21 done.</p> <p>22 Q. Okay. What was x-rayed?</p> <p>23 A. My back, I believe; my neck.</p> <p>24 Q. Did you have a discussion with Dr. Smith about</p> <p>25 getting any more injections?</p>
Page 202	Page 204
<p>1 this to you. This is -- this is Plaintiff Joyce</p> <p>2 Sekera's second supplemental early case conference</p> <p>3 disclosure statement, list of documents of witnesses,</p> <p>4 and NRCP 16.1 A3 pretrial disclosure.</p> <p>5 I'm going to turn your attention to page 9 and</p> <p>6 10.</p> <p>7 A. Okay.</p> <p>8 Q. Have you seen this document before, by the way?</p> <p>9 A. Not to my knowledge.</p> <p>10 Q. Okay. Have you even -- under where it says</p> <p>11 "Computation of Damages," it lists all of your providers</p> <p>12 over the next -- over these two pages, 9 and 10.</p> <p>13 I'd like you to look at this list and indicate</p> <p>14 for me if there are any providers that have rendered</p> <p>15 care to you as a result of this incident who are not</p> <p>16 listed.</p> <p>17 A. (Reading document.)</p> <p>18 Yes. It looks right.</p> <p>19 Q. Okay. Now, when is the last time that you</p> <p>20 presented to a medical provider? Was it Dr. Smith? Was</p> <p>21 he the last provider that you saw?</p> <p>22 A. Yes.</p> <p>23 Q. And did -- I think you saw him within the last</p> <p>24 month; right?</p> <p>25 A. Yes.</p>	<p>1 A. No.</p> <p>2 Q. Did you have a discussion with Dr. Smith about</p> <p>3 future surgery?</p> <p>4 A. Yes.</p> <p>5 Q. What can you tell me about that?</p> <p>6 A. I -- he explained -- I just cannot explain what</p> <p>7 he said as far as my back.</p> <p>8 Q. Did he suggest to you that you might need</p> <p>9 surgery?</p> <p>10 A. Yes.</p> <p>11 Q. Did he say anything to you about what kind of</p> <p>12 surgery?</p> <p>13 A. Yes, but I -- I couldn't tell you because</p> <p>14 medically, I don't have those words.</p> <p>15 Q. Okay. Did he tell you, for example, that they</p> <p>16 might have to fuse any of your bones together in the</p> <p>17 spine? Did he use the word "fusion"? Do you recall</p> <p>18 that?</p> <p>19 A. I do not recall.</p> <p>20 Q. Okay. So the last time I have as you seeing</p> <p>21 Dr. Smith was February 7th of this year.</p> <p>22 Have you since returned to him?</p> <p>23 A. No.</p> <p>24 Q. Do you have an appointment to return to him?</p> <p>25 A. March, February -- you have what date?</p>

Page 205	Page 207
<p>1 Q. February 7th, 2019.</p> <p>2 A. I want to say March 7th, but I'm not sure.</p> <p>3 Q. Are you familiar with a Dr. Schifini? Do you</p> <p>4 know that name?</p> <p>5 A. Yes.</p> <p>6 Q. Have you -- how do you know that name?</p> <p>7 A. I have a friend that went there.</p> <p>8 Q. Okay. Have you presented to Dr. Schifini?</p> <p>9 A. No. I won't go there.</p> <p>10 Q. Why not?</p> <p>11 A. I just won't. It's a personal thing.</p> <p>12 Q. Okay. But no one referred you to Dr. Schifini,</p> <p>13 right, that you know of for injuries associated with</p> <p>14 that --</p> <p>15 A. That would be the workers' comp.</p> <p>16 Q. Oh, I see.</p> <p>17 A. It has nothing -- yes.</p> <p>18 Q. Well, it --</p> <p>19 A. What I'm -- yeah.</p> <p>20 Q. If they refer you to someone, it's ultimately</p> <p>21 going to have something to do with this case. So if</p> <p>22 they refer you to a doctor, it's something I need to</p> <p>23 know about.</p> <p>24 A. Okay.</p> <p>25 Q. So have you been referred for more -- strike</p>	<p>1 you. I am not going to mark it just yet. I'm just</p> <p>2 going to show it to you and see if you're able to -- if</p> <p>3 you can point to the areas where you had your kiosks,</p> <p>4 I'm just going to have you mark this.</p> <p>5 Now, I will represent to you that it's my</p> <p>6 understanding that the bottom is pretty much west. You</p> <p>7 know where the parking garage is on the right side.</p> <p>8 A. Did you say Tao is --</p> <p>9 Q. I'm going -- I'll, again, represent to you that</p> <p>10 what we're looking at here, at the top it says "Grand</p> <p>11 Canal Shoppes" -- in fact, I probably ought to mark this</p> <p>12 since we're going through all this.</p> <p>13 EE.</p> <p>14 (Exhibit EE was marked.)</p> <p>15 BY MR. ROYAL:</p> <p>16 Q. If it doesn't work, it doesn't work, but see</p> <p>17 the Rialto Bridge.</p> <p>18 You know where that is; right?</p> <p>19 A. The --</p> <p>20 Q. The moving walkway.</p> <p>21 A. Yes.</p> <p>22 Q. The moving walkway takes you up into this level</p> <p>23 here in the yellow at the bottom of the page. If you</p> <p>24 walk in these doors, right by the pink area that's</p> <p>25 indicated -- I'm working from the bottom of the page up,</p>
Page 206	Page 208
<p>1 that.</p> <p>2 Have you been referred to another doctor</p> <p>3 through your workers' comp?</p> <p>4 A. They referred me -- Dr. Smith said to the</p> <p>5 doctor, Schifini, but I'm -- I told him I wouldn't go.</p> <p>6 Q. Okay. Is there another doctor that you plan to</p> <p>7 go to other than Dr. Schifini?</p> <p>8 A. Yes.</p> <p>9 Q. And who is that?</p> <p>10 A. Dr. Lee.</p> <p>11 Q. Dr. who?</p> <p>12 A. Lee.</p> <p>13 Q. First name?</p> <p>14 A. Daniel.</p> <p>15 Q. Okay. So is that the only appointment you</p> <p>16 have? Do you -- you have an appointment with Dr. Lee?</p> <p>17 A. Uh-huh.</p> <p>18 Q. And that's the only thing you have on your</p> <p>19 calendar for medical care evaluation?</p> <p>20 A. Yes.</p> <p>21 Q. All right. I am -- I've just got a couple more</p> <p>22 questions and I'm going to wrap this up.</p> <p>23 Now, while we were off the record earlier, I</p> <p>24 made copies of what I thought were bigger diagrams of</p> <p>25 the Grand Canal Shoppes, and I'm going to show this to</p>	<p>1 so the first large pink area would be Tao, is my</p> <p>2 understanding.</p> <p>3 And then you have escalators that are</p> <p>4 indicated, so --</p> <p>5 A. I know the booth is right here in the entrance</p> <p>6 in.</p> <p>7 Q. Okay. Can you mark that? Can you just circle</p> <p>8 it? Just write a "1" and circle it so we know that's</p> <p>9 the booth by Tao.</p> <p>10 A. Right here (indicating).</p> <p>11 Q. Just write a "1" with a circle.</p> <p>12 A. (Complies.)</p> <p>13 Then this right here.</p> <p>14 Q. Okay. That's good.</p> <p>15 So that would be the first --</p> <p>16 A. That's the big booth in the great hall.</p> <p>17 Q. Where would the next one be?</p> <p>18 A. If I was walking through, I'd go here</p> <p>19 (indicating). That's where the gondolas are, I believe.</p> <p>20 And so I believe the hat shop is right here, so the</p> <p>21 other booth would be right here (indicating).</p> <p>22 Q. Draw a circle and write "2."</p> <p>23 A. Even though it's 3, I'll put "2."</p> <p>24 Q. Where's the other one?</p> <p>25 A. The other one, instead of going that way you've</p>

Page 209	Page 211
<p>1 got to go this way. That's where I got confused because</p> <p>2 I think it's right here. But I got confused in this</p> <p>3 area.</p> <p>4 Q. Because the -- I'll represent to you that the</p> <p>5 food court on the top right as you walk to, you know,</p> <p>6 the end of the hallway and turn right, there's going to</p> <p>7 be an elevator on that level right in that area.</p> <p>8 A. Right around the corner. Oh, yeah, the</p> <p>9 elevator right here.</p> <p>10 Q. It's in that area, yeah. You go in a little</p> <p>11 nook area and --</p> <p>12 A. Oh, yeah, yeah, yeah, yeah. That would be the</p> <p>13 elevator. So then the booth would be...</p> <p>14 I would say right here.</p> <p>15 Q. So when you would leave your booth to go to the</p> <p>16 elevator, would you go to your right or your left?</p> <p>17 A. I go to the right.</p> <p>18 Q. Okay. So at your booth, were you able to see</p> <p>19 people going down the escalator from your booth?</p> <p>20 A. The escalators are here, then.</p> <p>21 Q. I think the escalators are in the green.</p> <p>22 A. No, because they'd be going down from that way</p> <p>23 or up and I wouldn't see that. Because the way the</p> <p>24 booth is with the wall, it's like a blind spot.</p> <p>25 Q. Okay. Just -- we can keep it general. So just</p>	<p>1 Q. Yeah. Just so we know -- there you go. And</p> <p>2 darken the number 3 if you -- I don't see No. 3, but</p> <p>3 make it really obvious.</p> <p>4 A. (Complies.)</p> <p>5 Q. Number 1 looks pretty good.</p> <p>6 So you were at what you've marked as No. 3 on</p> <p>7 the date of the incident -- no, no, I'm sorry. Strike</p> <p>8 that.</p> <p>9 You were at No. 2 on the date of the incident,</p> <p>10 at Kiosk No. 2. So you would have walked from No. 2 to</p> <p>11 the area close to No. 3 where the elevator is; is that</p> <p>12 right?</p> <p>13 A. Yeah, because this is where I went back to get</p> <p>14 my books, it had to be that booth, and then I would go</p> <p>15 to the elevator down, yes.</p> <p>16 Q. Okay. So you would have been at No. 2. You</p> <p>17 take your break, you go near the kiosk at No. 3 in order</p> <p>18 to take the elevator to go downstairs?</p> <p>19 A. Well, 3 is over here. If I just turn the</p> <p>20 corner and they were busy with guests, they wouldn't see</p> <p>21 me.</p> <p>22 Q. Okay. How about if we indicate the elevator.</p> <p>23 You've made a circle here?</p> <p>24 A. Uh-huh.</p> <p>25 Q. That's the area you think is the elevator or</p>
Page 210	Page 212
<p>1 make it general. You've made a circle here indicating</p> <p>2 maybe the elevator's just somewhere in this area.</p> <p>3 You've drawn a line.</p> <p>4 A. What is this opening? That's what's throwing</p> <p>5 me off.</p> <p>6 Q. I know this area in the food court. I know</p> <p>7 that there's a Sin City bar or something right here.</p> <p>8 A. Oh, when you come in, if that's a Sin City bar,</p> <p>9 then our booth is right here.</p> <p>10 Q. Okay. So let's circle that and write "3."</p> <p>11 A. (Complies.)</p> <p>12 Q. Were you at No. 3 on the day of the incident?</p> <p>13 A. I was at this one -- no, no, I was at this one.</p> <p>14 Where is it? This is actually a third booth, but, yes,</p> <p>15 I'll call it 2.</p> <p>16 Q. We'll call it 2 for purposes --</p> <p>17 A. Okay.</p> <p>18 Q. What I'd like you to do is darken each of these</p> <p>19 numbers. You don't have to darken 1. That looks pretty</p> <p>20 easy.</p> <p>21 A. Okay.</p> <p>22 Q. Darken the number 2.</p> <p>23 A. Just this one?</p> <p>24 Q. That's okay. Darken the number 2 for me.</p> <p>25 A. Oh, like this? Bigger?</p>	<p>1 you recall?</p> <p>2 A. Well, you said Sin City bar is here.</p> <p>3 Q. It's okay. We don't need to get too technical.</p> <p>4 Stay off the record for a minute.</p> <p>5 (Discussion held off the record.)</p> <p>6 MR. ROYAL: Back on the record.</p> <p>7 BY MR. ROYAL:</p> <p>8 Q. And this document we marked as EE, and I'm</p> <p>9 going to have you just sign at the left -- bottom left</p> <p>10 with today's date of 3/14/19.</p> <p>11 A. Name and date?</p> <p>12 Q. Just your initial and 3/14/19.</p> <p>13 A. (Complies.)</p> <p>14 Q. Have we -- have I covered everything -- have I</p> <p>15 covered everything related to your recollection of how</p> <p>16 the incident occurred?</p> <p>17 A. Yes.</p> <p>18 Q. Have we covered everything that you can recall</p> <p>19 about the injuries that you sustained? And I'm not</p> <p>20 asking you to be a doctor. I'm just -- you know, based</p> <p>21 on what you personally experienced.</p> <p>22 A. Yes.</p> <p>23 Q. Have we talked about and covered all the</p> <p>24 symptoms that you're presently feeling?</p> <p>25 A. Yes.</p>

Page 213	Page 215
<p>1 Q. Okay. Is it fair to say that on the date</p> <p>2 that -- when you were working for Brand Vegas, if people</p> <p>3 come up to you and ask you questions related to Venetian</p> <p>4 events and so forth, that you would provide the</p> <p>5 information with a smile?</p> <p>6 A. Definitely. Oh, yes.</p> <p>7 Q. And when you were on Venetian property or Grand</p> <p>8 Canal Shoppes, you had -- wasn't there some kind of a</p> <p>9 code of conduct that you --</p> <p>10 A. Yes.</p> <p>11 Q. What was the code of conduct that -- your</p> <p>12 understanding about it?</p> <p>13 A. Just be pleasant, smile a lot, and make sure</p> <p>14 you give the right information for the Venetian.</p> <p>15 Q. Okay. Because it's important to your employer</p> <p>16 to represent the Venetian appropriately?</p> <p>17 A. That's correct.</p> <p>18 Q. Oh, you know what, I didn't ask you about your</p> <p>19 wage loss claim.</p> <p>20 When I showed you that document before about</p> <p>21 the -- can we look at that again? I almost ended and</p> <p>22 didn't ask you about that.</p> <p>23 MR. KUNZ: I believe you were on 9.</p> <p>24 MR. ROYAL: Turn to page 10. I completely</p> <p>25 spaced that.</p>	<p>1 know, a place to sit down -- if you were to return to</p> <p>2 work? What would you need?</p> <p>3 MR. KUNZ: Just -- objection. Calls for expert</p> <p>4 opinion, but go ahead and answer, if you can.</p> <p>5 BY MR. ROYAL:</p> <p>6 Q. I'm just asking what do you feel -- strike</p> <p>7 that. Let me just ask it another way.</p> <p>8 Are there -- can you envision a circumstance</p> <p>9 where if your employer made certain accommodations for</p> <p>10 you, that you could return to work physically?</p> <p>11 MR. KUNZ: Same objection.</p> <p>12 Go ahead.</p> <p>13 THE WITNESS: Can you rephrase or help me</p> <p>14 understand this?</p> <p>15 MR. ROYAL: Yeah.</p> <p>16 BY MR. ROYAL:</p> <p>17 Q. Did you have a chair at your kiosk?</p> <p>18 A. Yes.</p> <p>19 Q. So you didn't have to stand a hundred percent</p> <p>20 of the time?</p> <p>21 A. Not a hundred percent of the time, but you had</p> <p>22 to stand for a guest, yes, otherwise you wouldn't make</p> <p>23 contact -- eye contact with them.</p> <p>24 Q. Have you sought any kind of occupational</p> <p>25 therapy? Do you know what that is?</p>
Page 214	Page 216
<p>1 BY MR. ROYAL:</p> <p>2 Q. Item No. 15 of the second supplement to the</p> <p>3 16.1, page 10, line between 4 and 5, it says, "Wage Loss</p> <p>4 and Loss of Earning Capacity."</p> <p>5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. Do you have any information, as you sit here</p> <p>8 today, about what you plan to claim at trial as your</p> <p>9 loss of earnings?</p> <p>10 A. No.</p> <p>11 Q. Have you spoken -- other than with your</p> <p>12 attorney, have you spoken with any doctors about whether</p> <p>13 or not you would ever be able to work again?</p> <p>14 A. No.</p> <p>15 Q. Is there --</p> <p>16 A. Just about getting better.</p> <p>17 Q. Is there -- have any doctors ever given you any</p> <p>18 kind of what we call -- I forgot what they call it. I</p> <p>19 was going to say part time but it's more of an</p> <p>20 accommodation.</p> <p>21 Have you talked to your prior employer about</p> <p>22 making accommodations for you so you can return to work?</p> <p>23 A. No.</p> <p>24 Q. I mean, what kind of accommodations do you</p> <p>25 think you would need -- like, something to sit -- you</p>	<p>1 A. No.</p> <p>2 Q. Have you considered -- have you looked for any</p> <p>3 employment whatsoever in any capacity?</p> <p>4 A. No, I couldn't. Not the way my pain was and</p> <p>5 is.</p> <p>6 Q. Okay. So your testimony today is that there's</p> <p>7 no way you could work at anything at this point?</p> <p>8 A. Not that I wouldn't, I won't say that. If I'm</p> <p>9 better, I -- I have to keep busy.</p> <p>10 Q. So is there -- is there work you could do from</p> <p>11 home from a laptop computer or from a desktop computer</p> <p>12 if that were made available to you? I'm not talking</p> <p>13 about necessarily selling tickets, I'm just talking</p> <p>14 about some other job. What would you --</p> <p>15 A. Possibly. I just don't know.</p> <p>16 Q. Okay. Have you sent a job application or a</p> <p>17 resume or anything to anybody?</p> <p>18 A. No.</p> <p>19 Q. So since you left the Brand Vegas since the</p> <p>20 incident, you haven't even inquired about employment</p> <p>21 with anyone?</p> <p>22 A. No.</p> <p>23 Q. Is that correct?</p> <p>24 A. That's correct.</p> <p>25 Q. And you have not had any kind of discussion</p>

Page 217	Page 219
<p>1 with any of your doctors about what kind of work you</p> <p>2 might be able to do based upon your limitations?</p> <p>3 A. No.</p> <p>4 Q. Okay. Is that something that you intend to</p> <p>5 have at some future point or is it better -- do you feel</p> <p>6 it's better for you to remain retired?</p> <p>7 A. No. I want to get better. I can't take the</p> <p>8 pain at night and waking up three or four times a night.</p> <p>9 My whole life's been in a tizzy since that.</p> <p>10 Q. Is it still in a tizzy?</p> <p>11 A. Yes. I still have that pain and I want to know</p> <p>12 why.</p> <p>13 Q. Okay. And when you talk about that pain, it's</p> <p>14 limited to the neck and back; correct?</p> <p>15 A. Yes. I will never say never.</p> <p>16 Q. All right. Well, I have -- that's all the</p> <p>17 questions I have for you today. I'm going to just, on</p> <p>18 the record, reserve my right to call you again and take</p> <p>19 your deposition in the event that we have -- if you get</p> <p>20 a surgical recommendation or --</p> <p>21 A. Okay.</p> <p>22 Q. -- if there's other -- you know, something else</p> <p>23 comes up, which I would cover records and stuff that are</p> <p>24 obtained from -- you know, between now and then. Okay?</p> <p>25 A. Okay.</p>	<p>1 CERTIFICATE OF DEPONENT</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____</p> <p>16 _____</p> <p>17 * * * * *</p> <p>18 I, Joyce P. Sekera, deponent herein, do</p> <p>19 certify and declare under penalty of perjury the within</p> <p>20 and foregoing transcription to be my deposition in said</p> <p>21 action; that I have read, corrected and do hereby affix</p> <p>22 my signature to said deposition.</p> <p>23 _____</p> <p>24 JOYCE P. SEKERA, Deponent</p> <p>25 This ____ day of _____, 2019.</p>
Page 218	Page 220
<p>1 MR. ROYAL: Do you have any questions?</p> <p>2 MR. KUNZ: I'm good right now. Thank you. I</p> <p>3 do have questions when we're off the record.</p> <p>4 MR. ROYAL: Okay.</p> <p>5 Your attorney will get notice when this</p> <p>6 transcript is ready, and you'll have an opportunity to</p> <p>7 review the transcript and make any changes.</p> <p>8 THE WITNESS: Okay.</p> <p>9 MR. ROYAL: If you see an incorrect spelling of</p> <p>10 your mother's name or whatever, you know, you can fill</p> <p>11 out a form and you sign it. If you don't do that, you</p> <p>12 waive your right to do that. Okay?</p> <p>13 THE WITNESS: Okay.</p> <p>14 MR. ROYAL: That's all I have. Go off the</p> <p>15 record.</p> <p>16 MR. KUNZ: We will take a mini and regular</p> <p>17 copy. We will read and sign. And bill to the Galliher</p> <p>18 Law Firm. Her contact is Deena, D-e-e-n-a, Mooney,</p> <p>19 M-o-o-n-e-y.</p> <p>20 (The proceedings concluded at 3:49 p.m.)</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 REPORTER'S CERTIFICATE</p> <p>2 STATE OF NEVADA)</p> <p>3) ss:</p> <p>4 COUNTY OF CLARK)</p> <p>5 I, Blanca I. Cano, CCR No. 861, RPR, do hereby</p> <p>6 declare:</p> <p>7 That I reported the taking of the deposition of</p> <p>8 JOYCE P. SEKERA, commencing on Thursday, March 14, 2019.</p> <p>9 That prior to being examined, the witness was</p> <p>10 by me duly sworn to testify the truth, the whole truth,</p> <p>11 and nothing but the truth.</p> <p>12 That I thereafter transcribed my said shorthand</p> <p>13 notes into typewriting and that the typewritten</p> <p>14 transcript is a complete, true, and accurate</p> <p>15 transcription of my said shorthand notes, and that a</p> <p>16 request has been made to review the transcript.</p> <p>17 I further certify that I am not a relative or</p> <p>18 employee of counsel, of any of the parties, nor a</p> <p>19 relative or employee of the parties involved in said</p> <p>20 action, nor a person financially interested in the</p> <p>21 action.</p> <p>22 IN WITNESS WHEREOF, I have set my hand in my</p> <p>23 office in the County of Clark, State of Nevada, this</p> <p>24 28th day of March 2019.</p> <p>25 _____</p> <p>26 Blanca I. Cano, CCR No. 861, RPR</p>



400 South Seventh Street
Suite 400, Box 7
Las Vegas, NV 89101
Tel. (702) 476-4500

www.oasisreporting.com

April 20, 2019

Michael A. Royal
Royal & Miles LLP
1522 West Warm Springs Road
Henderson, NV 89014

RE: Transcript of Joyce P. Sekera
Taken on 03/14/2019
Joyce Sekera v. Venetian Casino Resort, LLC d/b/a The Venetian Las Vegas, et al.

Dear Mr. Royal:

Enclosed please find the original executed Certificate of Witness to the transcript of Joyce P. Sekera. Please store the enclosed original Certificate of Witness with the original transcript under conditions that will protect it against loss, destruction, tampering or deterioration.

If you or any party involved have any questions, please feel free to contact us at the above number.

Very truly yours,

Oasis Reporting Services, LLC

Production Department

Our Job No. 31775
Enclosure

cc: Keith E. Galliher, Jr.

1 CERTIFICATE OF DEPONENT

2 PAGE LINE CHANGE REASON

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 * * * * *

18 I, Joyce P. Sekera, deponent herein, do
19 certify and declare under penalty of perjury the within
20 and foregoing transcription to be my deposition in said
21 action; that I have read, corrected and do hereby affix
22 my signature to said deposition.

21 
22 JOYCE P. SEKERA, Deponent

23 This 8th day of April, 2019.
24
25

SECOND LEVEL



EXHIBIT EE
WIT: Sekera
DATE: 3-14-19
REPORTER: B. CANO

EXHIBIT “K”

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

1 THE GALLIHER LAW FIRM
2 Keith E. Galliher, Jr., Esq.
3 Nevada Bar No. 220
4 Jeffrey L. Galliher, Esq.
5 Nevada Bar Number 8078
6 George J. Kunz, Esq.
7 Nevada Bar Number 12245
8 1850 East Sahara Avenue, Suite 107
9 Las Vegas, Nevada 89104
10 Telephone: (702) 735-0049
11 Facsimile: (702) 735-0204
12 kgalliher@galliherlawfirm.com
13 jgalliher@galliherlawfirm.com
14 gkunz@lvlawguy.com
15 Attorneys for Plaintiffs

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

13 JOYCE SEKERA, an Individual,)
14)
15 Plaintiff,)
16)
17 v.)
18)
19 VENETIAN CASINO RESORT, LLC,)
20 d/b/a THE VENETIAN LAS VEGAS, a)
21 Nevada Limited Liability Company;)
22 LAS 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,)
27)
28 Defendants.)

CASE NO.: A-18-772761-C
DEPT. NO.: 25

24 PLAINTIFF, JOYCE SEKERA'S, RESPONSES TO DEFENDANT VENETIAN CASINO
25 RESORT, LLC'S FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

27 TO: VENETIAN CASINO RESORT, LLC, Defendant

1 TO: MICHAEL A. ROYAL, ESQ. and GREGORY A. MILES, ESQ. of ROYAL & MILES,
2 LLP, Attorney for Defendant

3 Plaintiff, JOYCE SEKERA, by and through her undersigned attorneys, hereby responds

4 Defendants' First Set of Request for Production of Documents as follows:

5 REQUEST NO. 1:

6 Please produce any and all documents and tangible items upon which you relied or
7 referenced in your responses to Defendant Venetian Casino Resort, LLC's First Set of
8 Interrogatories to Plaintiff, Joyce Sekera, served contemporaneously herewith.

9
10 RESPONSE NO. 1:

11 Previously provided. Please see Plaintiff's Early Case Conference Disclosure and all
12 supplements thereto. Discovery is continuing.

13 REQUEST NO. 2:

14 Please provide all transcribed, written or recorded statements of any witnesses and yourself,
15 if not previously provided. (For any such documents are not being produced based on any kind of
16 privilege, please respond with a privilege log identifying the document and the privilege asserted.)

17
18 RESPONSE NO. 3:

19 None that I am aware of.

20 REQUEST NO. 4:

21 Provide any and all documents supporting your claim for personal injuries and damages as
22 alleged in the subject Complaint, if not previously provided. (Note that this is an ongoing request to
23 be *seasonably* supplemented pursuant to NRCP 26(e).)

24
25 RESPONSE NO. 4:

26 Previously provided. Please see Plaintiff's Early Case Conference Disclosure and all
27 supplements thereto. Discovery is continuing.

1 REQUEST NO. 5:

2 Please produce a copy of pleadings related to any lawsuits filed on either your behalf other
3 than the pending litigation, from November 4, 2016 to the present. (Note that this is an ongoing
4 request to be *seasonably* supplemented pursuant to NRCP 26(e).)

5 RESPONSE NO. 5:

6 None that I am aware of.
7

8 REQUEST NO. 6:

9 Please provide a complete set of records for all employers of which you have worked from
10 the five (5) years preceding the subject accident to the present (*i.e.* from November 4, 2016 to the
11 date of your response to this request for production), including those associated with payroll and
12 personnel, if you are making a claim for loss of earnings or earning capacity. (Note that this is an
13 ongoing request to be *seasonably* supplemented pursuant to NRCP 26(e).)
14

15 RESPONSE NO. 6:

16 Objection. Overbroad. Unduly burdensome. Without waiving said objection, Plaintiff has
17 signed an employment authorization which is attached hereto.

18 REQUEST NO. 7:

19 Please produce an executed authorization to obtain employment records (attached hereto) if
20 you are making a claim for loss of earnings or earning capacity.
21

22 RESPONSE NO. 7:

23 Please see my response to Request No. 7.

24 REQUEST NO. 8:

25 Please provide a complete set of medical records for all medical and psychological
26 professionals who have provided care to you since five (5) years preceding the subject accident to
27
28

1 the present (*i.e.* from November 4, 2011 to the present). (Note that this is an ongoing request to be
2 *seasonably* supplemented pursuant to NRCP 26(e).)

3 RESPONSE NO. 8:

4 Objection. The defendant is not entitled to psychological records. Please see *Schlatter v.*
5 *Eighth Judicial District Court of the State of Nevada*, 95 Nev. 189, 561 P.2d 1342 (1977). Without
6
7 waiving said objection, please see attached signed authorization.

8 REQUEST NO. 9:

9 Please produce an executed authorization to obtain medical and psychological records related
10 to any medical providers rendering care to you for the five (5) years preceding the subject incident
11 (*i.e.* from November 4, 2011) to the present (attached hereto).

12 RESPONSE NO. 9:

13 Please see my response to Request No. 9.

14 REQUEST NO. 10:

15 Please provide a complete set of medical records for all medical and psychological providers
16 who have rendered care to you for injuries or conditions related to any body parts or emotional
17 conditions you allege to have been injured or worsened as a result of the subject incident, without
18 limitation as to time. (Note that this is an ongoing request to be *seasonably* supplemented pursuant
19 to NRCP 26(e).)

20 RESPONSE NO. 10:

21 Please see my response to Request No. 9.

22 REQUEST NO. 11:

23 Please produce an executed authorization to obtain medical records related to any medical
24 and psychological providers rendering care for specific body parts or emotional conditions you
25
26
27
28

1 alleged to have been injured worsened as a result of the subject incident, including but not limited to
2 the head, neck, back or either shoulder, without limitation as to time (attached hereto).

3 RESPONSE NO. 11:

4 Please see my response to Request No. 9.

5 REQUEST NO. 12:

6 Please provide a complete set of tax records filed the Internal Revenue Service for the years
7 2012 through 2017 if you are making a claim for loss of earnings or earning capacity. (Note that this
8 is an ongoing request to be *seasonably* supplemented pursuant to NRCP 26(e).)
9

10 RESPONSE NO. 12:

11 Please see attached Plaintiff's 2016 tax return, W-9 and 1099.

12 REQUEST NO. 13:

13 Please produce an executed authorization to obtain records from the Internal Revenue
14 Service for the years 2012 through 2017 if you are making a claim for loss of earnings or earning
15 capacity (attached hereto).
16

17 RESPONSE NO. 13:

18 Please see attached signed authorization.

19 REQUEST NO. 14:

20 Please produce all documents pertaining reports of any accidents in which you have been
21 involved from the ten (10) years preceding the subject accident to date, excluding the accident
22 mentioned in your Complaint. (Note that this is an ongoing request to be *seasonably* supplemented
23 pursuant to NRCP 26(e).)
24

25 RESPONSE NO. 14:

26 None that I am aware of.
27
28

1 REQUEST NO. 15:

2 Please produce an executed authorization to obtain records related to any claims you have
3 made related to an injury (attached hereto).

4 RESPONSE NO. 15:

5 Please see attached signed authorization.

6 REQUEST NO. 16:

7
8 Please provide a copy of all claims for worker's compensation you have made from the ten
9 (10) years preceding the subject incident to date. (*i.e.* from November 4, 2016 to the present). (Note
10 that this is an ongoing request to be *seasonably* supplemented pursuant to NRCP 26(e).)

11 RESPONSE NO. 16:

12 The only workers compensation claim that I have made was for this fall.

13 REQUEST NO. 17:

14
15 Please produce an executed authorization to obtain records related to any work related injury
16 claims have made related to an injury (attached hereto).

17 RESPONSE NO. 17:

18 Please see attached signed authorization.

19 REQUEST NO. 18:

20 Please produce a copy of the entire file of any experts you have identified to testify at trial
21 in this matter.

22 RESPONSE NO. 18:

23
24 Objection. Premature. Experts will be disclosed in accordance with the Discovery
25 Scheduling Order that has been filed in this case. Defendant can properly notice any experts
26 deposition and subpoena a copy of their file.

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

1 REQUEST NO. 19:

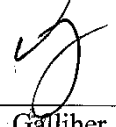
2 Please produce for inspection the shoes you were wearing at the time of the subject incident
3 occurred.

4 RESPONSE NO. 19:

5 The shoes that Plaintiff was wearing at the time of the fall are at The Galliher Law Firm. The
6 Defendant can schedule an inspection to be conducted at The Galliher Law Firm.

7
8 DATED this 24th day of August, 2018.

9 THE GALLIHER LAW FIRM

10
11 
12 Keith E. Galliher, Jr., Esq.
13 Nevada Bar No. 220
14 1850 E. Sahara Avenue, Suite 107
15 Las Vegas, Nevada 89104
16 *Attorneys for Plaintiff*
17
18
19
20
21
22
23
24
25
26
27
28

AUTHORIZATION TO DISCLOSE EMPLOYMENT INFORMATION

Name: Joyce Sekera

DOB: March 22, 1956

SSN: xxx-xx-8430

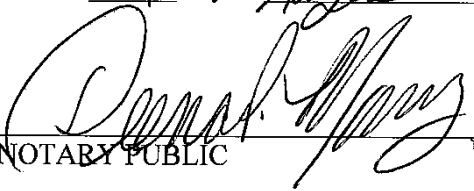
I HEREBY CONSENT to the release of and making copies of my employment file limited to attendance records, wage and salary information and workmen's compensation claims, from November 4, 2011 to the present and further consent that copies of same be made available upon request by ROYAL & MILES.

A photostatic copy of this authorization shall be considered effective and valid as the original.

Unless otherwise revoked, this authorization will remain in effect until the conclusion of this suit.


JOYCE SEKERA

SUBSCRIBED and SWORN to before me
On this 14 day of August, 2018


NOTARY PUBLIC



AUTHORIZATION TO RELEASE MEDICAL RECORDS
Pursuant to HIPAA Rule (45 CFR Section 164.508)

TO: _____

You are authorized and requested to release to ROYAL & MILES, LLP 1522 w. Warm Springs Road, Henderson, Nevada 89014 or their representatives, traffic accident reports, witness statements, copies of the complete medical records of:

Name: Joyce Sekera
DOB: March 22, 1956
SSN: xxx-xx-8430

including but not limited to: all patient registration/information forms and patient histories; all progress and/or office notes and examinations; consultation, evaluation, operative, discharge and/or other narrative reports correspondence to/from other health-care providers, insurance companies, employers and others; telephone memos; prescription, pharmacy and medication records; photographs; EMS/EMT and/or fire department reports, dispatch records, and billing statements; pathology slides and specimens, laboratory test requires and reports; hospital admission forms and all records related to each admission; emergency room records and reports; anesthesia records, nursing notes and physicians' orders, physical/occupational or other therapeutic or rehabilitative records; x-ray, MRI, CT and/or other radiological/diagnostic films, records and reports; and all billing records, including itemized or other statements.

The following information is to be provided **ONLY** if initialed by the patient:

____ Drug or alcohol abuse records
____ Mental health, marriage or family counseling and/or psychological/psychiatric evaluations, counseling and treatment records
____ HIV diagnosis and treatment records

THE INFORMATION TO BE RELEASED FROM 11/4/11 to PRESENT

This authorization does not permit you to prepare written reports or to orally discuss the patient's case with any representative of to ROYAL & MILES, LLP, or to disclose anything other than documents and records to anyone.

The patient understands that any documents or records released by you will be used for purposes of legal proceedings or insurance claims matters, and that once said information or data is obtained by to ROYAL & MILES, LLP it is no longer protected from disclosure by HIPAA Rule 45 CRF Section 164.508, and may potentially be re-disclosed to insurance adjusters, investigators, experts or other agents hired by to ROYAL & MILES, LLP to examine said documents for purposes of legal claims or proceedings.

This Authorization is valid for a period of one (1) year from the date signed below. The patient understands he/she or his/her legal representative may revoke this Authorization in writing to you and simultaneously to to ROYAL & MILES, LLP. Revocation of this Authorization shall not affect any disclosures made prior to written revocation. The patient understands that treatment, payment, enrollment or eligibility for medical benefits may not be conditioned on signing this Authorization. A photocopy or fax of this Authorization is as valid as the original.

DATED this 14 day of August, 2018

Patient Joyce Sekera

STATE OF NEVADA)
)
COUNTY OF CLARK)

ss:

SUBSCRIBED AND SWORN to before me this

14 day of August, 2018.

NOTARY PUBLIC in and for said County and State.



AUTHORIZATION TO RELEASE WORKER'S COMPENSATION RECORDS

Name: Joyce Sekera

DOB: March 22, 1956

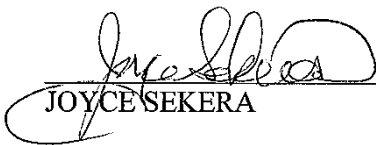
SSN: xxx-xx-8430

YOU ARE HEREBY AUTHORIZED AND INSTRUCTED to release to ROYAL & MILES, LLP 1522 W. Warm Springs Road, Henderson, Nevada 89014 a complete copy of any and all employment and claims files regarding the above-referenced claimant **from November 4, 2011 to present**. Said claims files to include, but not be limited to, any and all medical records, employment records and compensation paid and any and all other written documentation as may be contained in such files.

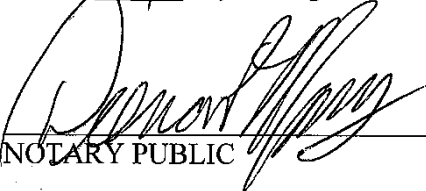
Employees of the law offices of ROYAL & MILES, LLP are allowed to communicate directly with Plaintiff's worker's compensation carrier and/or staff for the limited purpose of independently obtaining complete copies of worker's compensation records during the course of discovery, and to potentially schedule depositions. There will be no other communication.

A photostatic copy of this authorization shall be considered effective and valid as the original.

Unless otherwise revoked, this authorization will remain in effect until the conclusion of this suit.


JOYCE SEKERA

SUBSCRIBED and SWORN to before me
On this 14 day of August, 2018


NOTARY PUBLIC



AUTHORIZATION AND CONSENT TO RELEASE CLAIMS FILE

TO:

RE: Claimant : **JOYCE SEKERA**
Date of Birth : 03/22/1956
Social Security No. : _____

YOU ARE HEREBY AUTHORIZED AND INSTRUCTED to release to Michael A. Royal, Esq., of the law firm of ROYAL & MILES LLP, copies of any and all records associated with the claim file for the matter identified above, including but not limited to all non-privileged reports, statements (recordings and transcribed), transcripts, medical records, filings, briefs, orders, benefits requested and received, claim summaries, memoranda or any other information of any kind in any way related to the subject claim.

This authorization is given upon the express condition that any costs incurred will be borne by the law firm of ROYAL & MILES LLP.

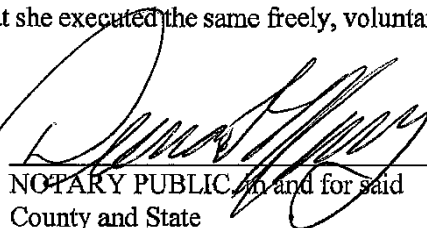
You are further authorized and instructed to accept a photocopy of this signed authorization in the place and stead of the executed original thereof.


JOYCE SEKERA

STATE OF Nevada)
COUNTY OF Clark) ss:

On this 14 day of August, 2018, personally appeared before me, a Notary Public in and for Clark County, Nevada, duly commissioned and sworn, JOYCE SEKERA, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that she executed the same freely, voluntarily, and for the uses and purposes therein mentioned.




NOTARY PUBLIC, in and for said
County and State

Request for Copy of Tax Return

- ▶ Do not sign this form unless all applicable lines have been completed.
▶ Request may be rejected if the form is incomplete or illegible.
▶ For more information about Form 4506, visit www.irs.gov/form4506.

OMB No. 1545-0429

Tip. You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the original tax return and usually contains the information that a third party (such as a mortgage company) requires. See **Form 4506-T, Request for Transcript of Tax Return**, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." or call 1-800-808-9946.

1a Name shown on tax return. If a joint return, enter the name shown first. JOYCE SEKERA	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) 091-48-8430
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) 7840 Nesting Pine Pl LV NV 89143	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	

5 If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.

Michael A. Royal, Esq., 1522 W Warm Springs Rd., Henderson, NV 89014 (702) 471-6777

Caution: If the tax return is being mailed to a third party, ensure that you have filled in lines 6 and 7 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax return to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

6 Tax return requested. Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ▶

Note: If the copies must be certified for court or administrative proceedings, check here ☐

7 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than eight years or periods, you must attach another Form 4506.

2012	2013	2014	2015
2016	2017		

8 Fee. There is a \$60 fee for each return requested. Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.

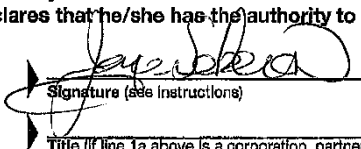
a Cost for each return	\$ 50.00
b Number of returns requested on line 7	6
c Total cost. Multiply line 8a by line 8b	\$ 300.00

9 If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here ☐

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** For tax returns being sent to a third party, this form must be received within 120 days of the signature date.

☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Sign Here  **Signature** (see instructions) **8-14-18** **Date** **702 467 5457** **Phone number of taxpayer on line 1a or 2a**
Title (if line 1a above is a corporation, partnership, estate, or trust)
Spouse's signature **Date**

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about Form 4506 and its instructions, go to www.irs.gov/form4506. Information about any recent developments affecting Form 4506, Form 4506-T and Form 4506T-EZ will be posted on that page.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506 to request a copy of your tax return. You can also designate (on line 5) a third party to receive the tax return.

How long will it take? It may take up to 75 calendar days for us to process your request.

Tip. Use Form 4506-T, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of nonfiling, and records of account.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." or call 1-800-908-9946.

Where to file. Attach payment and mail Form 4506 to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

If you are requesting a return for more than one year or period and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual returns (Form 1040 series)

If you filed an individual return and lived in:

Mail to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service
RAIVS Team
Stop 6716 AJSC
Austin, TX 73301

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Internal Revenue Service
RAIVS Team
Stop 37106
Fresno, CA 93888

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Internal Revenue Service
RAIVS Team
Stop 6705 P-8
Kansas City, MO 64899

Chart for all other returns

If you lived in or your business was in:

Mail to:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service
RAIVS Team
P.O. Box 9941
Mail Stop 8734
Ogden, UT 84409

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

Internal Revenue Service
RAIVS Team
P.O. Box 145500
Stop 2800 F
Cincinnati, OH 45250

Specific Instructions

Line 1b. Enter your employer identification number (EIN) if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (TIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, please include it on this line 3.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Signature and date. Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the return be sent to a third party, the IRS must receive Form 4506 within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



CAUTION You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

Individuals. Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506 but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Notes: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5. Form 2848 showing the delegation must be attached to Form 4506.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. If you request a copy of a tax return, sections 6103 and 6108 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 16 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224.

Do not send the form to this address. Instead, see **Where to file** on this page.

**JOYCE SEKERA
7840 NESTING PINE PLACE
LAS VEGAS, NV 89143
2016 INCOME TAX RETURN**

JOYCE P SEKERA
7840 NESTING PINE PLACE
LAS VEGAS NV 89143
(702) 675-5457

Preparer No.: 995
Client No. : XXX-XX-8430
Invoice Date: 03/11/2017

INVOICE

Description	Amount
PREPARATION OF 2016 FEDERAL/STATE FORMS & WORKSHEETS: FORM 1040 SCHEDULE C (BUSINESS PROFIT/LOSS) SCHEDULE SE (SELF-EMPLOYMENT TAX) FORM W-2 (WAGES AND TAX) FORM 1099-MISC (MISCELLANEOUS INCOME) FORM 8879 (E-FILE SIGNATURE AUTHORIZATION) FORM 8962 (PREMIUM TAX CREDIT) FORM 1040 V	
	Total Invoice \$0.00
	Amount Paid \$0.00
	Balance Due \$0.00

TAX YEAR: 2016

PROCESS DATE: 03/11/2017

CLIENT : 091-48-8430 JOYCE P SEKERA

BIRTH DATE : 03/22/1956

ADDRESS : 7840 NESTING PINE PLACE
: LAS VEGAS NV 89143

PREPARER : 995

Home : (702) 675-5457
Work : -
Cell : -
STATUS : 1
FED TYPE: Electronic Mail
ST TYPE : Regular Tax
E-MAIL :

PREPARER FEE:
ELECTRONIC :
TOTAL FEES :

LISTING OF FORMS FOR THIS RETURN

FORM 1040
FORM W-2
FORM 1099-MISC (Miscellaneous Income)
SCHEDULE C (BUSINESS INCOME)
SCHEDULE SE (SELF EMPLOYMENT TAX)
FORM 8879 (E-FILE SIGNATURE AUTHORIZATION)
PAYMENT VOUCHER

* QUICK SUMMARY *

SUMMARY	FEDERAL
FILING STATUS	1
TOTAL INCOME	16411
TOTAL ADJUSTMENTS	480
ADJUSTED GROSS INCOME	15931
DEDUCTIONS	6300
EXEMPTIONS	4050
TAXABLE INCOME	5581
TAX	558
CREDITS	0
PAYMENTS	684
OTHER TAXES	959
EARNED INCOME CREDIT	0
REFUND	0
AMOUNT DUE	833.

* W-2 INCOME FORMS SUMMARY *

T/S EMPLOYER	WAGES	FED WITH	FICA	MED TAX	STATE WITH ST
--------------	-------	----------	------	---------	---------------

CLIENT : JOYCE SEKERA

091-48-8430

PREPARER : 995 DATE : 03/11/2017

LISTING OF FORMS FOR THIS RETURN

* W-2 INCOME FORMS SUMMARY *

	T/S	EMPLOYER	WAGES	FED WITH	FICA	MED TAX	STATE WITH ST
1.	T	BRAND VEGAS LL	9624	684	597	140	0
		TOTALS.....	9624	684	597	140	0

* 1099-MISC INCOME FORMS SUMMARY *

	[T/S]	PAYER	RENTS	ROYALTIES	OTHER INCOME	FEDERAL WITH	NONEMPLOYEE COMPENSATION
1.	T	BRAND VEGAS LLC	0	0	0	0	7582
		TOTALS.....	0	0	0	0	7582

Form **W-2** **Wage and Tax
Statement**

2016

		a Employee's social security number 091-48-8430		This information is being furnished to the Internal Revenue Service.			
b Employer identification number (EIN) 80-0911898				1 Wages, tips, other compensation 9624		2 Federal income tax withheld 684	
c Employer's name, address, and ZIP code BRAND VEGAS LLC 3130 S RAINBOW BLVD NO 305 LAS VEGAS NV 89146				3 Social security wages 9624		4 Social security tax withheld 597	
				5 Medicare wages and tips 9624		6 Medicare tax withheld 140	
				7 Social security tips		8 Allocated tips	
d Control number				9		10 Dependent care benefits	
e Employee's first name and initial JOYCE P		Last name SEKERA		Suff.		11 Nonqualified plans	
7840 NESTING PINE PLACE LAS VEGAS NV 89143				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12a See instructions for box 12	
				14 Other		12b	
						12c	
						12d	
f Employee's address and ZIP code							
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

2016

		a Employee's social security number		This information is being furnished to the Internal Revenue Service.			
b Employer identification number (EIN)				1 Wages, tips, other compensation		2 Federal income tax withheld	
c Employer's name, address, and ZIP code				3 Social security wages		4 Social security tax withheld	
				5 Medicare wages and tips		6 Medicare tax withheld	
				7 Social security tips		8 Allocated tips	
d Control number				9		10 Dependent care benefits	
e Employee's first name and initial		Last name		Suff.		11 Nonqualified plans	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12a See instructions for box 12	
				14 Other		12b	
						12c	
						12d	
f Employee's address and ZIP code							
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **1040**

Department of the Treasury—Internal Revenue Service

(99)

U.S. Individual Income Tax Return**2016**

OMB No. 1545-0074

IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2016, or other tax year beginning

, 2016, ending

, 20

See separate instructions.

Your first name and initial

Last name

JOYCE P

SEKERA

Your social security number

091-48-8430

If a joint return, spouse's first name and initial

Last name

Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.

7840 NESTING PINE PLACE

Apt. no.

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

LAS VEGAS, NV 89143

Presidential Election CampaignCheck here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
☐ You ☐ Spouse

Foreign country name

Foreign province/state/county

Foreign postal code

Filing Status1 ☒ Single2 ☐ Married filing jointly (even if only one had income)3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶5 ☐ Qualifying widow(er) with dependent child

Check only one box.

Exemptions6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6ab ☐ Spouse**c Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see instructions)
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

If more than four dependents, see instructions and check here ☐

d Total number of exemptions claimed

Boxes checked on 6a and 6b

1

No. of children on 6c who:

• lived with you

• did not live with you due to divorce or separation (see instructions)

0

0

Dependents on 6c not entered above

0

Add numbers on lines above ▶

1

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

- 7 Wages, salaries, tips, etc. Attach Form(s) W-2
- 8a **Taxable interest.** Attach Schedule B if required
- b **Tax-exempt interest.** Do not include on line 8a 8b
- 9a Ordinary dividends. Attach Schedule B if required
- b Qualified dividends 9b
- 10 Taxable refunds, credits, or offsets of state and local income taxes
- 11 Alimony received
- 12 Business income or (loss). Attach Schedule C or C-EZ
- 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐
- 14 Other gains or (losses). Attach Form 4797
- 15a IRA distributions 15a b Taxable amount 15b
- 16a Pensions and annuities 16a b Taxable amount 16b
- 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E
- 18 Farm income or (loss). Attach Schedule F
- 19 Unemployment compensation
- 20a Social security benefits 20a b Taxable amount 20b
- 21 Other income. List type and amount
- 22 Combine the amounts in the far right column for lines 7 through 21. This is your **total income** ▶

7 9624

8a

8b

9a

9b

10

11

12 6787

13

14

15b

16b

17

18

19

20b

21

22 16411

Adjusted Gross Income

- 23 Educator expenses 23
- 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24
- 25 Health savings account deduction. Attach Form 8889 25
- 26 Moving expenses. Attach Form 3903 26
- 27 Deductible part of self-employment tax. Attach Schedule SE 27 480
- 28 Self-employed SEP, SIMPLE, and qualified plans 28
- 29 Self-employed health insurance deduction 29
- 30 Penalty on early withdrawal of savings 30
- 31a Alimony paid b Recipient's SSN ▶ 31a
- 32 IRA deduction 32
- 33 Student loan interest deduction 33
- 34 Tuition and fees. Attach Form 8917 34
- 35 Domestic production activities deduction. Attach Form 8903 35
- 36 Add lines 23 through 35 36 480
- 37 Subtract line 36 from line 22. This is your **adjusted gross income** ▶ 37 15931

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. QNA

Form **1040** (2016)

VCR 331

	38	Amount from line 37 (adjusted gross income)	38	15931
Tax and Credits	39a	Check <input type="checkbox"/> You were born before January 2, 1952, <input type="checkbox"/> Blind. Total boxes checked ▶ 39a <input type="checkbox"/>		
		if: <input type="checkbox"/> Spouse was born before January 2, 1952, <input type="checkbox"/> Blind.		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b <input type="checkbox"/>		
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	6300
	41	Subtract line 40 from line 38	41	9631
	42	Exemptions. If line 38 is \$155,650 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions	42	4050
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, \$6,300 Married filing jointly or Qualifying widow(er), \$12,600 Head of household, \$9,300	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	5581
	44	Tax (see instructions). Check if any from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/>	44	558
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	
	46	Excess advance premium tax credit repayment. Attach Form 8962	46	
	47	Add lines 44, 45, and 46	47	558
	48	Foreign tax credit. Attach Form 1116 if required	48	
	49	Credit for child and dependent care expenses. Attach Form 2441	49	
	50	Education credits from Form 8863, line 19	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Child tax credit. Attach Schedule 8812, if required	52	
	53	Residential energy credits. Attach Form 5695	53	
	54	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	54	
Other Taxes	55	Add lines 48 through 54. These are your total credits	55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0-	56	558
	57	Self-employment tax. Attach Schedule SE	57	959
	58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	59	
	60a	Household employment taxes from Schedule H	60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage <input checked="" type="checkbox"/>	61	
	62	Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s)	62	
	63	Add lines 56 through 62. This is your total tax	63	1517
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	684
	65	2016 estimated tax payments and amount applied from 2015 return	65	
	66a	Earned income credit (EIC)	66a	
	b	Nontaxable combat pay election 66b		
	67	Additional child tax credit. Attach Schedule 8812	67	
	68	American opportunity credit from Form 8863, line 8	68	
	69	Net premium tax credit. Attach Form 8962	69	
	70	Amount paid with request for extension to file	70	
	71	Excess social security and tier 1 RRTA tax withheld	71	
	72	Credit for federal tax on fuels. Attach Form 4136	72	
	73	Credits from Form: a <input type="checkbox"/> 2439 b <input checked="" type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	73	
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments	74	684
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid	75	
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ <input type="checkbox"/>	76a	
	b	Routing number X X X X X X X X X X ▶ c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d	Account number X X X X X X X X X X X X X X X X X X		
Amount You Owe	77	Amount of line 75 you want applied to your 2017 estimated tax ▶ 77	77	
	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶	78	833
79	Estimated tax penalty (see instructions)	79		
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see instructions)? <input type="checkbox"/> Yes. Complete below. <input checked="" type="checkbox"/> No			
	Designee's name ▶	Phone no. ▶	Personal identification number (PIN) ▶	
Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amounts and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
	Your signature	Date	Your occupation	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	PTIN
			03/11/2017	S35061747
	Firm's name ▶ ALEXANDER LIBRARY			Firm's EIN ▶ -
	Firm's address ▶ 1755 W ALEXANDER ROAD NORTH LAS VEGAS NV 89032			Phone no. 702-987-4625

**SCHEDULE C
(Form 1040)**Department of the Treasury
Internal Revenue Service (99)**Profit or Loss From Business**
(Sole Proprietorship)

► Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
► Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2016Attachment
Sequence No. **09**

Name of proprietor JOYCE P SEKERA		Social security number (SSN) 091-48-8430
A Principal business or profession, including product or service (see instructions) OTHER DIRECT	B Enter code from instructions ► 454390	
C Business name. If no separate business name, leave blank.		D Employer ID number (EIN), (see instr.)
E Business address (including suite or room no.) ► 7840 NESTING PINE PLACE City, town or post office, state, and ZIP code LAS VEGAS NV 89143		
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ►		
G Did you "materially participate" in the operation of this business during 2016? If "No," see instructions for limit on losses <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
H If you started or acquired this business during 2016, check here <input type="checkbox"/>		
I Did you make any payments in 2016 that would require you to file Form(s) 1099? (see instructions) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
J If "Yes," did you or will you file required Forms 1099? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked	<input type="checkbox"/>	1	7582
2 Returns and allowances		2	
3 Subtract line 2 from line 1		3	7582
4 Cost of goods sold (from line 42)		4	
5 Gross profit. Subtract line 4 from line 3		5	7582
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6	
7 Gross income. Add lines 5 and 6		7	7582

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	
9 Car and truck expenses (see instructions).	9	405	19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):	20a	
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions).	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	75
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17 Legal and professional services	17		25 Utilities	25	315
			26 Wages (less employment credits)	26	
			27a Other expenses (from line 48)	27a	
			b Reserved for future use	27b	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28			28	795
29 Tentative profit or (loss). Subtract line 28 from line 7	29			29	6787
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30			30	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31			31	6787
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.				32a <input type="checkbox"/> All investment is at risk. 32b <input type="checkbox"/> Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions.

Link ID - 1000

Schedule C (Form 1040) 2016

QNA

VCR 333

Part III Cost of Goods Sold (see instructions)

33	Method(s) used to value closing inventory: a <input checked="" type="checkbox"/> Cost b <input type="checkbox"/> Lower of cost or market c <input type="checkbox"/> Other (attach explanation)	
34	Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43	When did you place your vehicle in service for business purposes? (month, day, year) ► 01 / 01 / 2016	
44	Of the total number of miles you drove your vehicle during 2016, enter the number of miles you used your vehicle for:	
a	Business 750	b Commuting (see instructions)
c	Other 	
45	Was your vehicle available for personal use during off-duty hours?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
46	Do you (or your spouse) have another vehicle available for personal use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
47a	Do you have evidence to support your deduction?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b	If "Yes," is the evidence written?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

48	Total other expenses. Enter here and on line 27a
48	

Name of person with self-employment income (as shown on Form 1040 or Form 1040NR)

JOYCE P SEKERA

Social security number of person
with self-employment income ▶

091-48-8430

Section B—Long Schedule SE**Part I Self-Employment Tax****Note.** If your only income subject to self-employment tax is **church employee income**, see instructions. Also see instructions for the definition of church employee income.

- A** If you are a minister, member of a religious order, or Christian Science practitioner **and** you filed Form 4361, but you had \$400 or more of **other** net earnings from self-employment, check here and continue with Part I ☐

1a Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A. **Note.** Skip lines 1a and 1b if you use the farm optional method (see instructions)

b If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z

2 Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report. **Note.** Skip this line if you use the nonfarm optional method (see instructions)

3 Combine lines 1a, 1b, and 2

4a If line 3 is more than zero, multiply line 3 by 92.35% (0.9235). Otherwise, enter amount from line 3 **Note.** If line 4a is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.

b If you elect one or both of the optional methods, enter the total of lines 15 and 17 here

c Combine lines 4a and 4b. If less than \$400, **stop**; you do not owe self-employment tax.

Exception. If less than \$400 and you had **church employee income**, enter -0- and continue ▶

5a Enter your **church employee income** from Form W-2. See instructions for definition of church employee income

b Multiply line 5a by 92.35% (0.9235). If less than \$100, enter -0-

6 Add lines 4c and 5b

7 Maximum amount of combined wages and self-employment earnings subject to social security tax or the 6.2% portion of the 7.65% railroad retirement (tier 1) tax for 2016

8a Total social security wages and tips (total of boxes 3 and 7 on Form(s) W-2) and railroad retirement (tier 1) compensation. If \$118,500 or more, skip lines 8b through 10, and go to line 11

b Unreported tips subject to social security tax (from Form 4137, line 10)

c Wages subject to social security tax (from Form 8919, line 10)

d Add lines 8a, 8b, and 8c

9 Subtract line 8d from line 7. If zero or less, enter -0- here and on line 10 and go to line 11 ▶

10 Multiply the **smaller** of line 6 or line 9 by 12.4% (0.124)

11 Multiply line 6 by 2.9% (0.029)

12 **Self-employment tax.** Add lines 10 and 11. Enter here and on Form 1040, line 57, or Form 1040NR, line 55

13 **Deduction for one-half of self-employment tax.**

Multiply line 12 by 50% (0.50). Enter the result here and on

Form 1040, line 27, or Form 1040NR, line 27

Part II Optional Methods To Figure Net Earnings (see instructions)

Farm Optional Method. You may use this method **only** if (a) your gross farm income¹ was not more than \$7,560, or (b) your net farm profits² were less than \$5,457.

14 Maximum income for optional methods

15 Enter the **smaller** of: two-thirds (2/3) of gross farm income¹ (not less than zero) or \$5,040. Also include this amount on line 4b above

Nonfarm Optional Method. You may use this method **only** if (a) your net nonfarm profits³ were less than \$5,457 and also less than 72.189% of your gross nonfarm income,⁴ and (b) you had net earnings from self-employment of at least \$400 in 2 of the prior 3 years. **Caution.** You may use this method no more than five times.

16 Subtract line 15 from line 14

17 Enter the **smaller** of: two-thirds (2/3) of gross nonfarm income⁴ (not less than zero) or the amount on line 16. Also include this amount on line 4b above

¹ From Sch. F, line 9, and Sch. K-1 (Form 1065), box 14, code B.

² From Sch. F, line 34, and Sch. K-1 (Form 1065), box 14, code A—minus the amount you would have entered on line 1b had you not used the optional method.

³ From Sch. C, line 31; Sch. C-EZ, line 3; Sch. K-1 (Form 1065), box 14, code A; and Sch. K-1 (Form 1065-B), box 9, code J1.

⁴ From Sch. C, line 7; Sch. C-EZ, line 1; Sch. K-1 (Form 1065), box 14, code C; and Sch. K-1 (Form 1065-B), box 9, code J2.

Form **8879****IRS e-file Signature Authorization**

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

▶ Don't send to the IRS. This isn't a tax return.

▶ Keep this form for your records.

▶ Information about Form 8879 and its instructions is at www.irs.gov/form8879.**2016**

Submission Identification Number (SID) ▶

Taxpayer's name

JOYCE P SEKERA

Social security number

091-48-8430

Spouse's name

Spouse's social security number

Part I Tax Return Information — Tax Year Ending December 31, 2016 (Whole dollars only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4; Form 1040NR, line 37)	1	15931
2	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12; Form 1040NR, line 61)	2	1517
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7; Form 1040NR, line 62a)	3	684
4	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a)	4	
5	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14; Form 1040NR, line 75)	5	833

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2016, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only☒ I authorize ALEXANDER LIBRARY to enter or generate my PIN

ERO firm name

1 8 4 3 0

Enter five digits, but
don't enter all zeros

as my signature on my tax year 2016 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.Your signature ▶ _____ Date ▶ 03/11/2017**Spouse's PIN: check one box only**☐ I authorize _____ to enter or generate my PIN

ERO firm name

Enter five digits, but
don't enter all zeros

as my signature on my tax year 2016 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2016 electronically filed income tax return. Check this box **only** if you are entering your own PIN **and** your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ _____ Date ▶ _____

Practitioner PIN Method Returns Only—continue below**Part III Certification and Authentication — Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

8 8 5 1 0 0 9 8 7 6 5

Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2016 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and **Pub. 1345**, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ ALEXANDER LIBRARYDate ▶ 03/11/2017**ERO Must Retain This Form — See Instructions****Don't Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

QNA

Form **8879** (2016)

VCR 336

2016 Form 1040-V



Department of the Treasury
Internal Revenue Service

What Is Form 1040-V

It's a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2016 Form 1040, Form 1040A, Form 1040EZ, or Form 1040NR.

Consider Making Your Tax Payment Electronically—It's Easy

You can make electronic payments online, by phone, or from a mobile device. Paying electronically is safe and secure. When you schedule your payment you will receive immediate confirmation from the IRS. Go to IRS.gov/payments to see all your electronic payment options.

How To Fill In Form 1040-V

Line 1. Enter your social security number (SSN).

If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

How To Prepare Your Payment

- Make your check or money order payable to "**United States Treasury**." Don't send cash. If you want to pay in cash, in person, see *Pay by cash*.

- Make sure your name and address appear on your check or money order.

- Enter your daytime phone number and your SSN on your check or money order. If you have an Individual Taxpayer Identification Number (ITIN), enter it wherever your SSN is requested. If you are filing a joint return, enter the SSN shown first on your return. Also enter "2016 Form 1040," "2016 Form 1040A," "2016 Form 1040EZ," or "2016 Form 1040NR," whichever is appropriate.

Line 3. Enter the amount you are paying by check or money order. If paying at IRS.gov don't complete this form.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

IF you live in . . .	THEN use this address to send in your payment . . .
Florida, Louisiana, Mississippi, Texas	Internal Revenue Service P.O. Box 1214 Charlotte, NC 28201-1214
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming	Internal Revenue Service P.O. Box 7704 San Francisco, CA 94120-7704
Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, North Dakota, Ohio, Oklahoma, South Dakota, Wisconsin	Internal Revenue Service P.O. Box 802501 Cincinnati, OH 45280-2501
Alabama, Georgia, Kentucky, New Jersey, North Carolina, South Carolina, Tennessee, Virginia	Internal Revenue Service P.O. Box 931000 Louisville, KY 40293-1000
Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont, West Virginia	Internal Revenue Service P.O. Box 37008 Hartford, CT 06176-7008
A foreign country, American Samoa, or Puerto Rico (or are excluding income under Internal Revenue Code 933), or use an APO or FPO address, or file Form 2555, 2555-EZ, or 4563, or are a dual-status alien or nonpermanent resident of Guam or the U.S. Virgin Islands.	Internal Revenue Service P.O. Box 1303 Charlotte, NC 28201-1303

Form **1040-V** (2016)

▼ Detach Here and Mail With Your Payment and Return ▼

Form **1040-V**

Department of the Treasury
Internal Revenue Service (99)

Payment Voucher

► Do not staple or attach this voucher to your payment or return.

OMB No. 1545-0074

2016

Print or type	1 Your social security number (SSN) (if a joint return, SSN shown first on your return)		2 If a joint return, SSN shown second on your return		3 Amount you are paying by check or money order. Make your check or money order payable to "United States Treasury"		Dollars	Cents
	091-48-8430						833	
	4 Your first name and initial JOYCE P				Last name SEKERA			
	If a joint return, spouse's first name and initial				Last name			
	Home address (number and street) 7840 NESTING PINE PLACE		Apt. no.	City, town or post office, state, and ZIP code (if a foreign address, also complete spaces below.) LAS VEGAS NV 89143				
	Foreign country name		Foreign province/state/county			Foreign postal code		

For Paperwork Reduction Act Notice, see your tax return instructions.

QNA

091488430 00 SEKE 30 0 201612 610

VCR 337


Hewlett Packard
Enterprise



050000-1 00401 NVT_1095B 17/48 030214

JOYCE P SEKERA
7840 NESTING PINE PL
LAS VEGAS, NV 89143

IRS Form 1095-B Health Coverage
For Nevada Medicaid / Nevada Check Up

Dear Nevada Medicaid & Nevada Check Up Recipient(s):

You are receiving this notice due to the new IRS requirement that the Nevada Division of Health Care Financing and Policy (DHCFP) send a "Form 1095-B Health Coverage" to everyone who has been enrolled in Nevada Medicaid or Nevada Check Up during calendar tax year 2016. The "Form 1095-B Health Coverage" is needed only if you will file a 2016 federal tax return. More information about the "Form 1095-B Health Coverage" can be found at the following website: www.irs.gov.

If your 1095-B form has incorrect information (e.g. Social Security Number(s) or Date(s) of Birth), please call one of the following telephone numbers in order to have it corrected:

Northern Nevada: (775) 684-7200 or
Southern Nevada: (702) 486-1646

Sincerely,
Nevada Division of Health Care Financing and Policy



560116

Form 1095-B Department of the Treasury Internal Revenue Service	Health Coverage Do not attach to your tax return. Keep for your records. Information about Form 1095-B and its separate instructions is at www.irs.gov/form1095b .	<input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED	OMB No. 1545-2252 2016
--	--	---	----------------------------------

Part I Responsible Individual	
1 Name of responsible individual JOYCE P SEKERA	2 Social security number (SSN or other TIN) XXXXXX8430
4 Street address (including apartment no.) 7840 NESTING PINE PL	6 State or province NV
5 City or town LAS VEGAS	7 Country and ZIP or foreign postal code 89143

8 Enter letter identifying Origin of the Health Coverage (see instructions for codes): C	9 Reserved
Part II Information about Certain Employer-Sponsored Coverage (see instructions)	
10 Employer name	11 Employer identification number (EIN)

12 Street address (including room or suite no.)	13 City or town	14 State or province	15 Country and ZIP or foreign postal code
---	-----------------	----------------------	---

Part III Issuer or Other Coverage Provider (see instructions)	
16 Name STATE OF NEVADA - OFFICE OF CONTROLLER	17 Employer identification number (EIN) 886000022
18 Contact telephone number 7756843651	
19 Street address (including room or suite no.) 1000 EAST WILLIAM STREET SUITE 118	20 City or town CARSON CITY
	21 State or province NV
	22 Country and ZIP or foreign postal code 89701

Part IV Covered Individuals (Enter the information for each covered individual.)															
(a) Name of covered individual(s)	(b) SSN or other TIN	(c) DOB (if SSN or other TIN is not available)	(d) Covered all 12 months	(e) Months of coverage											
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
23 JOYCE P SEKERA	XXXXXX8430		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



560317

Form 1095-B (2016)

Name of responsible individual

Social security number (SSN or other TIN)

Date of birth (if SSN or other TIN is not available)

Page 3

Part IV Covered Individuals — Continuation Sheet

(a) Name of covered individual(s)	(b) SSN or other TIN	(c) DOB (if SSN or other TIN is not available)	(d) Covered all 12 months	(e) Months of coverage													
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
29			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4005 0

1

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. Brand Vegas LLC 3130 S. Rainbow Blvd #305 Las Vegas, NV 89146 (702) 538-9000		1 Rents \$	OMB No. 1545-0115 2016 Form 1099-MISC	Miscellaneous Income
		2 Royalties \$		
		3 Other income \$	4 Federal income tax withheld \$	
		5 Fishing boat proceeds \$	6 Medical and health care payments \$	
PAYER'S federal identification number 80-0911898	RECIPIENT'S identification number 091-48-8430	7 Nonemployee compensation \$ 7582.46	8 Substitute payments in lieu of dividends or interest \$	This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
RECIPIENT'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code 1099 Joyce P Sekera 7840 Nesting Pine Place Las Vegas NV 89143		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
Account number (see instructions)	FATCA filing requirement <input type="checkbox"/>	11	12	
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$	
				18 State Income \$


Form 1099-MISC

(keep for your records)

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue Service

FORM # LMISCREC

a Employee's social security number 091-48-8430		Safe, accurate, FAST! Use  Visit the IRS website at www.irs.gov/efile	
b Employer identification number (EIN) 80-0911898		OMB No. 1545-0008	
c Employer's name, address, and ZIP code BRAND VEGAS LLC 3130 S RAINBOW BLVD #305 LAS VEGAS NV 89146		1 Wages, tips, other compensation 9623.95	2 Federal income tax withheld 684.00
d Control number		3 Social security wages 9623.95	4 Social security tax withheld 596.98
e Employee's first name and initial Last name JOYCE P SEKERA		5 Medicare wages and tips 9623.95	6 Medicare tax withheld 139.85
7840 NESTING PINE PLACE LAS VEGAS NV 89143		7 Social security tips	8 Allocated tips
f Employee's address and ZIP code		9	10 Dependent care benefits
15 State Employer's state ID number		11 Nonqualified plans	12a See instructions for box 12
16 State wages, tips, etc.		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>	12b
17 State income tax		14 Other	12c
18 Local wages, tips, etc.			12d
19 Local income tax			
20 Locality name			

Form **W-2** Wage and Tax Statement

2016

Department of the Treasury - Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return.
This information is being furnished to the Internal Revenue Service.

VCR 341

THE GALLIHER LAW FIRM
1850 E. Sahara Avenue, Suite 107
Las Vegas, Nevada 89104
702-735-0049 Fax: 702-735-0204

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of THE GALLIHER LAW FIRM and that service of a true and correct copy of the above and foregoing **RESPONSES TO DEFENDANTS REQUEST FOR PRODUCTION OF DOCUMENTS** was served on the 27 day of August, 2018, to the following addressed parties by:

☐ First Class Mail, postage prepaid from Las Vegas, Nevada pursuant to N.R.C.P 5(b)

☐ Facsimile, pursuant to EDCR 7.26 (as amended)

☒ Electronic Mail/Electronic Transmission

☐ Hand Delivered to the addressee(s) indicated

☐ Receipt of Copy on this _____ day of _____, 2015,

acknowledged by, _____

Michael A. Royal, Esq.
Gregory A. Miles, Esq.
ROYAL & MILES LLP
1522 W. Warm Springs Rad
Henderson, Nevada 89014
Attorney for Defendant

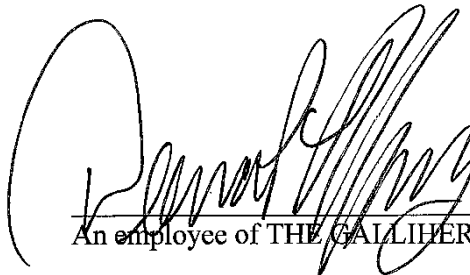

An employee of THE GALLIHER LAW FIRM

EXHIBIT “L”

Deposition of:

Edward R. DiRocco

Case:

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

Date:

05/14/2019



OASIS
REPORTING SERVICES

400 South Seventh Street • Suite 400, Box 7 • Las Vegas, NV 89101
702-476-4500 | www.oasisreporting.com | info@oasisreporting.com

COURT REPORTING | NATIONAL SCHEDULING | VIDEOCONFERENCING | VIDEOGRAPHY

1 DISTRICT COURT
 2 CLARK COUNTY, NEVADA
 3 JOYCE SEKERA, an Individual,)
 4 Plaintiff,))
 5 vs.)) CASE NO.: A-18-772761-C
 6)) DEPT NO.: XXV
 7 VENETIAN CASINO RESORT, LLC,)
 8 d/b/a, THE VENETIAN LAS VEGAS, a Nevada Limited)
 9 Liability Company; LAS VEGAS)
 10 SANDS, LLC d/b/a THE)
 11 VENETIAN LAS VEGAS, a Nevada)
 12 Limited Liability Company;)
 13 YET UNKNOWN EMPLOYEE; DOES I)
 14 through X, inclusive,)
 15 Defendants.))
 16 DEPOSITION OF EDWARD R. DIROCCO
 17 Taken on Tuesday, May 14, 2019
 18 By a Certified Court Reporter
 19 At 1522 West Warm Springs Road
 20 Henderson, Nevada
 21 At 1:59 p.m.
 22
 23
 24 Reported by: Blanca I. Cano, CCR No. 861, RPR
 25 Job No.: 33346

1 APPEARANCES:
 2 For the Plaintiff:
 3 THE GALLIHER LAW FIRM
 4 BY: JEFFREY L. GALLIHER, ESQ.
 5 1850 East Sahara Avenue
 6 Suite 107
 7 Las Vegas, Nevada 89104
 8 For the Defendants:
 9 ROYAL & MILES, LLP
 10 BY: MICHAEL A. ROYAL, ESQ.
 11 1522 West Warm Springs Road
 12 Henderson, Nevada 89014
 13 INDEX
 14 WITNESS: EDWARD R. DIROCCO
 15 EXAMINATION PAGE
 16 BY MR. ROYAL 3, 68, 72
 17 BY MR. GALLIHER 53, 70
 18 EXHIBITS
 19 NUMBER MARKED
 20 1 The Grand Canal Shoppes Map 13
 21 2 Affidavit of Edward DiRocco, 13
 22 VEN 961 to VEN 965;
 23 VEN 135 to VEN 268;
 24 BV 012 to BV 047;
 25 VEN 1102 to VEN 1103

* * * * *

1 HENDERSON, NEVADA, TUESDAY, MAY 14, 2019;
 2 1:59 P.M.
 3 -oOo-
 4
 5 (Counsel agreed to waive the court
 6 reporter requirements under Rule
 7 30(b)(4) of the Nevada Rules of Civil
 8 Procedure.)
 9
 10 Thereupon,
 11 EDWARD R. DIROCCO,
 12 was called as a witness, and having been first duly
 13 sworn, was examined and testified as follows:
 14
 15 EXAMINATION
 16 BY MR. ROYAL:
 17 Q. Please state your full name.
 18 A. Edward Ryan DiRocco.
 19 Q. Can you spell the last name?
 20 A. Capital D-i, then a capital R-o-c-c-o.
 21 Q. Have you ever had your deposition taken before?
 22 A. Yes, I have.
 23 Q. How many occasions?
 24 A. I believe once. Yes, once.
 25 Q. When was that?

1 A. I'm going to say probably about maybe six or
 2 seven years ago.
 3 Q. And what did it have to do with?
 4 A. It was in connection with an investment that
 5 had gone awry, and there was kind of -- you know,
 6 everybody suing everybody, and I got called in to give
 7 my...
 8 Q. So you were testifying as a witness?
 9 A. Yes.
 10 Q. Okay. This is -- my name's Mike Royal. I
 11 represent the Venetian in litigation brought by Joyce
 12 Sekera, who I understand was an employee of yours.
 13 A. That's correct.
 14 Q. And you are -- as I understand it, are you a
 15 CEO?
 16 A. I am. It's my company.
 17 Q. CEO for Brand Vegas, LLC?
 18 A. Correct.
 19 Q. Okay. Can you give us an address, a good
 20 address, phone number?
 21 A. Of course. 3130 South Rainbow Boulevard, Suite
 22 305, Las Vegas, Nevada 89146. (702) 538-9000.
 23 Would you like a fax?
 24 Q. No. That's fine.
 25 A. Okay.

Page 5	Page 7
<p>1 Q. So tell me about -- before I get into that,</p> <p>2 just going to give you some quick admonitions.</p> <p>3 You understand this deposition today that</p> <p>4 you're under oath?</p> <p>5 A. I do.</p> <p>6 Q. You understand that -- well, the court reporter</p> <p>7 is taking down everything that is being said. She is</p> <p>8 creating a transcript.</p> <p>9 Have you ever seen a transcript before?</p> <p>10 A. I have.</p> <p>11 Q. Okay. So what has to happen is we have to ask</p> <p>12 a full question, you have to wait for our question to</p> <p>13 finish, and then you go ahead and provide an answer. We</p> <p>14 try not to interrupt you, you try not to interrupt us</p> <p>15 because if we interrupt each other, it comes out that</p> <p>16 way literally on the transcript, and so we just try to</p> <p>17 make it as clean as we can.</p> <p>18 If I ask you something you don't know,</p> <p>19 certainly let me know. If it's unclear, let me know.</p> <p>20 And you need to take a break or whatever -- you know, I</p> <p>21 don't think this is going to take very long, but</p> <p>22 certainly we're not holding you hostage, so if you need</p> <p>23 to take a break, we can do that.</p> <p>24 I think lastly just "yes" or "no," "I don't</p> <p>25 know" are good answers, if it requires that. If you</p>	<p>1 bring its technological capabilities in-house and at</p> <p>2 that time the company was renamed Brand Vegas, LLC.</p> <p>3 Q. Is that -- okay. Are you the sole owner of the</p> <p>4 company?</p> <p>5 A. No, I'm not.</p> <p>6 Q. How many other owners are there?</p> <p>7 A. Approximately 19 at the moment, I believe.</p> <p>8 Q. Okay. And so for the ten years, you've been</p> <p>9 with the company?</p> <p>10 A. That's correct.</p> <p>11 Q. From the beginning?</p> <p>12 A. That's correct.</p> <p>13 Q. Now, it's my understanding that there was</p> <p>14 another company doing something similar on the Venetian</p> <p>15 property and Grand Canal Shoppes.</p> <p>16 Allstate Ticketing, are you familiar with that?</p> <p>17 A. I know the name Allstate Ticketing. I was not</p> <p>18 aware that they were doing the same thing at the same</p> <p>19 time we were at the Grand Canal Shoppes. I believe</p> <p>20 that's what you're referring to, the Grand Canal</p> <p>21 Shoppes?</p> <p>22 Q. Right. I don't know if they were doing it at</p> <p>23 the same time.</p> <p>24 A. To my knowledge, they were not.</p> <p>25 Q. Okay. So you mentioned Brand functions as a</p>
Page 6	Page 8
<p>1 shake your head, nod, or say "uh-huh" or "uh-uh," we</p> <p>2 will try to catch you and remind you that you need to</p> <p>3 say "yes" or "no."</p> <p>4 Sometimes those get past us, but, again, those</p> <p>5 kind of responses are less clear and sometimes totally</p> <p>6 unclear on the transcript, and so that's what we're</p> <p>7 looking for today is just to get your best testimony so</p> <p>8 that we have a transcript we can rely on.</p> <p>9 A. Yes.</p> <p>10 Q. Any questions?</p> <p>11 A. No.</p> <p>12 Q. Perfect.</p> <p>13 Tell me about Brand Vegas.</p> <p>14 A. Brand Vegas is a Nevada license limited</p> <p>15 liability corporation. Its primary function is as a</p> <p>16 contracted seller of show, tour, and attraction tickets</p> <p>17 in Southern Nevada serving the Las Vegas market.</p> <p>18 Q. And how long has it been in existence?</p> <p>19 A. In one form or another, for over ten years.</p> <p>20 Q. Okay. What were other forms of Brand Vegas?</p> <p>21 A. Originally, the company, I'm going to say, was</p> <p>22 formed in 2008, and it was in the name of Trilogy,</p> <p>23 T-r-i-l-o-g-y, Media, LLC -- again, Nevada registered --</p> <p>24 and engaged in exactly the same type of business.</p> <p>25 However, in 2013, the company raised funding to</p>	<p>1 contracted seller of events.</p> <p>2 Can you explain what that means?</p> <p>3 A. Sure. Unlike a traditional what you maybe call</p> <p>4 a broker or a lot of people use -- the common term would</p> <p>5 be scalper, we do not go and buy inventory, hold it,</p> <p>6 then resell it. We are contracted directly with every</p> <p>7 company and/or producer that we sell the product for.</p> <p>8 We are an approved vendor. We have contracted rates.</p> <p>9 We can't vary from those rates.</p> <p>10 So it is much more of a structured, you know,</p> <p>11 corporate relationship than just as a small -- I guess</p> <p>12 what you call traditional ticket little brokerage firm.</p> <p>13 So it is definitely both a B to B,</p> <p>14 business-to-business operation, in the sense that we</p> <p>15 contract with everybody whose tickets we sell, but it's</p> <p>16 also B to C because then we sell those tickets through</p> <p>17 different mechanisms.</p> <p>18 Q. What were the different mechanisms -- strike</p> <p>19 that.</p> <p>20 Did you have a -- what were the different</p> <p>21 mechanisms that you were selling tickets the way that</p> <p>22 you've described in 2015/2016?</p> <p>23 A. We would have been selling through a website.</p> <p>24 We would have been selling through two native phone</p> <p>25 applications under the name of "Vegas" and then in</p>

Page 9	Page 11
<p>1 parentheses "the app." Those were both -- one was 2 available on the Android platform, Google Play, and the 3 other was available in the iStore, iTunes. They're both 4 still up and functioning.</p> <p>5 And then we had the point of sale system, which 6 is what was being utilized at the Grand Canal Shoppes, I 7 believe, during the time frame I believe we're 8 discussing right now.</p> <p>9 Q. So what is a point of sale system?</p> <p>10 A. A point of sale system is simply a mechanism 11 for a physical sale of a printed ticket. It can be 12 delivered electronically, but it's usually printed. So 13 it consists primarily of a monitor, a small PC brain, if 14 you will, keyboard, mouse, a credit card machine 15 integrated to it, and a printer. And it's allowed to, 16 you know, facilitate typical retail transactions. In 17 our case, our show/tour/attraction tickets.</p> <p>18 Q. Okay. So how many companies does -- in 2015 -- 19 let's say late 2015, give me an idea the number of 20 companies that Brand Vegas had contracts with to sell 21 tickets?</p> <p>22 A. Oh, boy. Let me think, if I might, for just a 23 second.</p> <p>24 Approximate, if I might?</p> <p>25 Q. Yeah.</p>	<p>1 helicopters, airline tours, backpacking, you name it. 2 They come and they go. There's a lot of different 3 people that come into the market and stay or leave.</p> <p>4 Q. And so in 2000 -- you mentioned there were 5 point of sales. I guess my understanding is they were 6 kiosks? These point of sales places had little kiosks 7 at different locations throughout the city?</p> <p>8 A. I think in what we're looking at right now -- 9 and, again, I'm speculating, so tell me if I'm right or 10 wrong -- but we kind of use the term "kiosk" 11 interchangeably with a point of sales system in our 12 business as opposed to a traditional kiosk, which is 13 self-service.</p> <p>14 So we call them kiosks because they're not full 15 concierge desks. They're not integrated with a 16 particular company, and so it's a smaller location. And 17 kiosk more refers to the size of the location rather 18 than the type of transaction that takes place there.</p> <p>19 Q. Okay. It's my understanding that in 20 November 2016, Brand Vegas had these point of sale 21 locations in the Grand Canal Shoppes; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. How many did you have there?</p> <p>24 A. Three.</p> <p>25 Q. And can you give me a general idea where they</p>
Page 10	Page 12
<p>1 A. I would approximately say 20 different shows 2 and probably another 20 to 25 different tours and 3 attractions.</p> <p>4 Q. Okay. And of those -- what's a tour and 5 attraction versus a show?</p> <p>6 A. So a show would be something that's performed 7 in a showroom by an entertainer or an act and someone 8 pays for a seat to see that show. Could be a musical, 9 comedy, could be a combination of both. So that is 10 something that typically takes place in a theater.</p> <p>11 An attraction is something that can take place 12 either outdoors or indoors but is not particularly a 13 show, so to speak. So while a show would have an 14 assigned seat, an attraction would be more along the 15 lines of a general admission ticket, which we could walk 16 through and experience whatever that form of 17 entertainment was.</p> <p>18 And then a tour is what you would typically 19 think of a tour. Primarily they center around Grand 20 Canyon, Las Vegas Boulevard, and Southern Nevada iconic 21 landmarks, that sort of a thing.</p> <p>22 Q. Hot air balloons, didn't have a contract with 23 companies to do stuff like that?</p> <p>24 A. We may have at that time. Believe me, we do 25 anything from hiking, to the Colorado River adventures,</p>	<p>1 were located?</p> <p>2 A. Sure. I'll go by the names. The one we refer 3 to as the garage booth, and that was the first booth 4 which you -- the consumer would encounter us as they 5 entered the Grand Canal Shoppes from the Venetian 6 parking garage.</p> <p>7 The second booth was called Tao. That was 8 located in the forward portion of the Grand Canal 9 Shoppes and so named because it sat directly opposite of 10 the nightclub Tao.</p> <p>11 And the third we refer to as the canal booth. 12 It was, to the best of my recollection, rather centrally 13 located, but since it was -- it sat right next to the 14 indoor canal, typically referred to as the canal booth.</p> <p>15 Q. Okay. You know what, I think I am going to 16 show you something.</p> <p>17 This was marked as an exhibit in the deposition 18 of Ms. Sekera. It was Exhibit EE. I'm just going to 19 show this to you and ask you to look at that.</p> <p>20 I'll represent to you -- and it may not be easy 21 to read, but she marked 1, 2, and 3 on this document 22 indicating where the booths were located.</p> <p>23 A. Okay.</p> <p>24 Q. I just want to make sure that I'm clear having 25 you look at these. Let's look -- start at No. 1 of this</p>

Page 13	Page 15
<p>1 document.</p> <p>2 Can you see --</p> <p>3 A. Yes, I can.</p> <p>4 Q. What would that be based on the description you</p> <p>5 just gave?</p> <p>6 A. That would be the Tao booth.</p> <p>7 Q. Okay. And then let's go to No. 2.</p> <p>8 A. Number 2 would be the canal booth.</p> <p>9 Q. And then No. 3?</p> <p>10 A. Number 3 would be the garage booth.</p> <p>11 Q. Okay. So these appear to be accurately marked</p> <p>12 by Ms. Sekera based on where the kiosks were at the time</p> <p>13 that she worked?</p> <p>14 A. They do.</p> <p>15 Q. Okay. I think I'll just mark that as -- I'm</p> <p>16 going to mark these as 1 and 2 instead of A and B.</p> <p>17 We'll just mark that as 1.</p> <p>18 (Exhibits 1 and 2 were marked.)</p> <p>19 BY MR. ROYAL:</p> <p>20 Q. How long were these -- I'm going to call them</p> <p>21 kiosks.</p> <p>22 Is that all right?</p> <p>23 A. Yes. That's fine.</p> <p>24 Q. You know what we're talking about?</p> <p>25 A. Absolutely.</p>	<p>1 Q. Did you also sell Grand Canyon tours?</p> <p>2 A. We were excluded from some, if not all, Grand</p> <p>3 Canyon tours so as to not compete. So we stayed focused</p> <p>4 primarily on shows and attractions.</p> <p>5 Q. All right. So just tell us, how did that</p> <p>6 sublease work? Did you share the booth -- each of these</p> <p>7 kiosks with someone from the Adventure Tours?</p> <p>8 A. Yes, we did. So each booth had two employees</p> <p>9 stationed at it: one from Adventure Tours International</p> <p>10 focussing on Grand Canyon and one from Brand Vegas,</p> <p>11 which focused on shows and tours.</p> <p>12 Q. Did each of them have their separate, as you</p> <p>13 described it, computer and package of credit card</p> <p>14 machine, printer, and all that stuff? Were they</p> <p>15 completely separate?</p> <p>16 A. They were completely separate. I can only</p> <p>17 speak for the Brand Vegas side as far as, yes, what I</p> <p>18 previously described as a POS terminal with a terminal,</p> <p>19 a brain, a keyboard, a printer, and a credit card</p> <p>20 machine. That was present on our side. I can't speak</p> <p>21 on -- definitely as to what the equipment was on the</p> <p>22 side of...</p> <p>23 Q. Okay. So you testified that then -- that from</p> <p>24 those three kiosks that we identified as Exhibit -- that</p> <p>25 are indicated in Exhibit 1, that you would have been</p>
Page 14	Page 16
<p>1 Q. How long were these three kiosks -- was Brand</p> <p>2 Vegas working out of these three kiosks prior to</p> <p>3 November 2016?</p> <p>4 A. Approximately one year, if my memory serves me</p> <p>5 correct.</p> <p>6 Q. Okay. So it started in late 2015?</p> <p>7 A. Correct.</p> <p>8 Q. Okay.</p> <p>9 A. Yes.</p> <p>10 Q. So it's not like you had one kiosk and then you</p> <p>11 built up the two kiosks and then three?</p> <p>12 A. No. It was three. It began with three and</p> <p>13 ended with three.</p> <p>14 Q. Okay. What were the circumstances for these</p> <p>15 kiosks -- strike that.</p> <p>16 Did you have a lease with these kiosks to</p> <p>17 operate out of these kiosks?</p> <p>18 A. We had a sublease from the master tenant, I</p> <p>19 guess is the best way to describe it, which I believe</p> <p>20 the name was Adventure Tours International.</p> <p>21 Q. What kind of -- well, I mean, it sounds like</p> <p>22 they're a tour business. I don't know.</p> <p>23 What did they do, to your knowledge?</p> <p>24 A. Primarily, I believe they sell Grand Canyon</p> <p>25 tours.</p>	<p>1 selling tickets for shows at various places up and down</p> <p>2 the Strip and maybe around the Strip?</p> <p>3 A. Correct. Yes.</p> <p>4 Q. Would that include downtown events?</p> <p>5 A. Yes, sir.</p> <p>6 Q. And then there were certain -- you called them</p> <p>7 tours and attractions; right?</p> <p>8 A. Correct.</p> <p>9 Q. And that would include most anything that did</p> <p>10 not compete with the company Adventure Tours?</p> <p>11 A. That's correct.</p> <p>12 Q. Okay. So you didn't do the Grand Canyon, and</p> <p>13 if they did something else, you had an agreement that</p> <p>14 you wouldn't sell those?</p> <p>15 A. Correct.</p> <p>16 Q. All right. And as I understand it, did</p> <p>17 Adventure Tours, did they sell stuff to shows, tickets</p> <p>18 to shows and things like that?</p> <p>19 A. No. They did not sell shows. They strictly</p> <p>20 stuck to tours.</p> <p>21 Q. So the two of you worked together in these</p> <p>22 three kiosks.</p> <p>23 You worked, like, half a kiosk and then they</p> <p>24 had half a kiosk?</p> <p>25 A. That's correct.</p>

Page 17

1 Q. And you weren't competing with one another.
 2 You were exclusively selling different things?
 3 A. That's correct.
 4 Q. Okay. Now, so you think that you got into
 5 these kiosks in maybe, I'm guessing, late 2017?
 6 A. To the best of my recollection, yes.
 7 Q. Now, prior to going into these kiosks, did you
 8 have any contractual agreements to sell tickets with
 9 other venues from, let's say -- or other properties --
 10 Venetian, Mirage, or MGM or whatever -- around the town?
 11 A. A physical presence or to sell their actual
 12 product?
 13 Q. To sell their product.
 14 A. Yes. From day one, the company always had
 15 contracts to sell people's products.
 16 Q. Okay. And from day one, you mean going back
 17 when it was Trilogy?
 18 A. Absolutely.
 19 Q. Okay. So before you got into these kiosks, you
 20 already had arrangements with several companies; right?
 21 A. Yes.
 22 Q. And it was to sell tickets and attractions and
 23 whatnot; right?
 24 A. Yes, sir.
 25 Q. At these three kiosks identified in

Page 18

1 Exhibit 1 -- strike that.
 2 Were there any other locations in Las Vegas
 3 where you had -- operated kiosks, these point of sale
 4 kiosks?
 5 A. Yes, there were. There was several up and down
 6 Las Vegas Boulevard, and they typically consisted of a
 7 storefront that was leased or the master tenant was,
 8 again, Adventure Tours, and we would occupy a small work
 9 station inside that storefront. And, again, we sold
 10 show and attraction tickets, tours if they didn't
 11 compete with Adventure Tours. But a setup that is
 12 virtually identical to the one we're referring to at the
 13 Grand Canal Shoppes.
 14 Q. So when you opened these three kiosks up with
 15 Adventure Tours in 2015, how many other kiosks did you
 16 have operating at that time?
 17 A. Well, the first kiosks we actually started
 18 operating with Adventure Tours were the three at the
 19 Grand Canal Shoppes. And then we slowly expanded into,
 20 I'm going to say, I think, a maximum of four other
 21 locations.
 22 Q. When did you first expand from the Grand Canal
 23 Shoppes -- now, again, we're talking -- I'm
 24 understanding that this began in 2015 with the kiosks at
 25 the Grand Canal Shoppes.

Page 19

1 A. Correct.
 2 Q. All right. So how long once you began that did
 3 you open your next kiosk off that property?
 4 A. I would say within three months.
 5 Q. Okay. And then -- so during the period of time
 6 between, let's say, when you started this in 2015 to
 7 when -- to the end of 2016, how many other kiosks had
 8 you opened up beyond the three that you started with in
 9 the Grand Canal Shoppes?
 10 A. Again, I would say four.
 11 Q. I'm sorry. Okay.
 12 All right. So if you would, just tell me about
 13 the relationship between Brand Vegas and Venetian.
 14 A. The relationship between Brand Vegas and
 15 Venetian is very typical of every relationship we have
 16 with our vendors, so we typically have what's called a
 17 master sales agreement or master sales contract, and
 18 that is with the property or the venue itself.
 19 And then most of the larger resorts along the
 20 Strip have multiple shows or attractions located within
 21 them or adjacent to them, so the entertainment
 22 department or ticketing department for that specific
 23 entity then facilitates the contracting paperwork to
 24 allow us to carry those shows as well. But it all flows
 25 through that entity.

Page 20

1 So our contract -- if we're talking about the
 2 Las Vegas Sands or the Venetian, the contract would have
 3 been a master sales agreement with Las Vegas Sands or
 4 the Venetian Palazzo, and then the different shows or
 5 attractions would come down to addendums, sales
 6 addendums, and that would spell out the different terms
 7 in which we could sell A, B, or C product and so on and
 8 so forth.
 9 Q. And I'm just going to focus on these three
 10 kiosks for now.
 11 A. Sure.
 12 Q. These three kiosks, did you sell actual tickets
 13 from these kiosks for events?
 14 A. No. These were vouchers, a show voucher. So
 15 we had the agreement with the Venetian in this case.
 16 However, we did not have remote access or direct access
 17 to the Ticketmaster system that Venetian used to do its
 18 hard seating throughout its properties.
 19 So in order to do that, we had a contractual
 20 agreement that we were allowed to sell these different
 21 ticket types to these different shows up until the time
 22 that we were issued a stop sell, which is something you
 23 receive from the ticketing department at the specific
 24 resort. A stop sale saying, "This show, this date, this
 25 ticket type, please take that off sale," and so we would

Page 21	Page 23
<p>1 send back something that says, "Acknowledge," and we 2 would then take that off sale in our system.</p> <p>3 But because Ticketmaster's a barcode-generating 4 in-house ticketing management system, we could not 5 provide that specific barcode, so they were given two 6 documents -- a receipt and then what's called a ticket 7 voucher, which has to be -- the form of which has to be 8 approved by each venue we contract with.</p> <p>9 They would take that voucher to the box office, 10 exchange it for a hard ticket which could be scanned, 11 and then enter the event.</p> <p>12 Q. I see. Okay.</p> <p>13 So you were just kind of indicating 14 communication that goes on -- or did go on between the 15 kiosks -- the person at the kiosk and box office at some 16 event or some show?</p> <p>17 A. In --</p> <p>18 Q. How did that work?</p> <p>19 A. Okay. So in process, there was communication. 20 Typically, if someone was working at a kiosk in the 21 situation like this and had a question about a show, 22 they would interact with our main office and a customer 23 service rep or director at that level would -- who 24 facilitated handling -- as you can imagine, there's 173 25 of these events that go off on a daily basis. So you're</p>	<p>1 A. I don't believe so.</p> <p>2 Q. Okay. I'm going to show you a document we're 3 going to mark as Exhibit 2. I'm just going to stick 4 this up there. Okay?</p> <p>5 A. Sure.</p> <p>6 Q. I'm going to put that in front of you. That's 7 titled "Affidavit of Edward DiRocco."</p> <p>8 Do you recognize that?</p> <p>9 A. I do.</p> <p>10 Q. I want you to turn to the last page, which 11 is -- and these are Bates-stamped and they're also -- it 12 says page 1 of 2, page 2 of 5, and so forth.</p> <p>13 Go to page 5 of 5, and it's also Bates-stamped, 14 I should add, VEN 961 to 965, and so I'm having you look 15 at page VEN 965 and page 5 of 5 of the affidavit.</p> <p>16 A. I have it.</p> <p>17 Q. Do you see your signature?</p> <p>18 A. I do.</p> <p>19 Q. That's yours?</p> <p>20 A. It is.</p> <p>21 Q. Have you reviewed this affidavit prior to your 22 deposition today?</p> <p>23 A. Prior to signing it, I certainly did.</p> <p>24 Q. Okay. The information in this affidavit is 25 true and correct, to the best of your knowledge?</p>
Page 22	Page 24
<p>1 managing a lot of stop sales, a lot of just different 2 shifts, timing, what have you.</p> <p>3 So if they had a question about a specific show 4 or a specific stop sale, they would typically call back 5 to the -- I guess we can refer to it as operations, if 6 you'd like, and operations would then contact the show's 7 box office on behalf of the agent or the customer.</p> <p>8 Q. Okay. Let me just ask you about Joyce Sekera. 9 She was employed with Brand Vegas; correct?</p> <p>10 A. Yes, sir.</p> <p>11 Q. Give me an idea of when she was employed.</p> <p>12 A. I believe Joyce was with us from the very 13 beginning at the Venetian, so -- at the Grand Canal 14 Shoppes, so I guess that would be November of '15, I 15 believe, and then throughout the time until her...</p> <p>16 I don't even know how to describe it. Her -- 17 her --</p> <p>18 Q. Incident?</p> <p>19 A. -- incident.</p> <p>20 There we are.</p> <p>21 Q. Have you had contact with Ms. Sekera since the 22 incident?</p> <p>23 A. No, sir.</p> <p>24 Q. Did you ever see her in the office for any 25 reason after the incident?</p>	<p>1 A. Yes, sir.</p> <p>2 Q. This also has some attachments to it that we're 3 going to look at, but just -- there's an Exhibit B, 4 which I'll represent to you are broker agreements. 5 They're called ticket broker agreements.</p> <p>6 A. Okay.</p> <p>7 Q. Now, when you were describing agreements, I 8 didn't hear you use that term. You used "master service 9 agreement" and then addendums and so forth.</p> <p>10 A. Correct. I believe you can use that 11 interchangeably.</p> <p>12 Q. Okay. I just wanted -- so just for the record, 13 Exhibit B is VEN 135 to VEN 268 -- I'm sorry, Exhibit A, 14 excuse me, is VEN 135 to VEN 268.</p> <p>15 These would be, as I understand it, various 16 ticket broker agreements between Brand Vegas and 17 Venetian.</p> <p>18 A. It would appear to be so, that's correct. 19 There also appears to be some copies of typical invoices 20 between the companies.</p> <p>21 Q. Okay. So I will go through these with you in 22 just a moment. I have some specific questions. I just 23 wanted to get that out of the way as to what they were.</p> <p>24 And Exhibit B to your affidavit -- and just for 25 the record, I'll represent that it is -- these are</p>

Page 25	Page 27
<p>1 documents identified as BV 012 to BV 047. These are</p> <p>2 documents that your office produced.</p> <p>3 A. Correct.</p> <p>4 Q. Okay. And do you know what these represent?</p> <p>5 A. Sure. These would represent internal system</p> <p>6 logs of all the different individual transactions that</p> <p>7 occurred on behalf of the company for a specific date</p> <p>8 range.</p> <p>9 Q. Okay. Now, as I understand it, maybe this</p> <p>10 isn't a complete list?</p> <p>11 A. No, it is not. As I believe as I pointed out</p> <p>12 in ad hoc conversation, that we underwent a system</p> <p>13 change and went from an outside system into a new</p> <p>14 revised system, so I believe there is a gap of either</p> <p>15 several months or several weeks in the actual reporting.</p> <p>16 So the dates obviously speak for themselves.</p> <p>17 Q. Okay. There may be information that's missing?</p> <p>18 A. That's correct.</p> <p>19 Q. Okay. Let's go to page 1 of your affidavit,</p> <p>20 which we marked as Exhibit 1.</p> <p>21 A. Okay.</p> <p>22 (Discussion held off the record.)</p> <p>23 BY MR. ROYAL:</p> <p>24 Q. All right. So we marked your affidavit as</p> <p>25 Exhibit 2 to the deposition.</p>	<p>1 Let's look at paragraph 5. It reads, "Brand</p> <p>2 Vegas employs personnel to promote and further its</p> <p>3 interest and the interests of its contracted entities as</p> <p>4 provided for in the various broker agreements."</p> <p>5 Now, is that a correct statement?</p> <p>6 A. This is correct.</p> <p>7 Q. Now, it says "various broker agreements."</p> <p>8 Is that different from the master service</p> <p>9 agreement you made reference to earlier?</p> <p>10 A. I would say those terms are used</p> <p>11 interchangeably.</p> <p>12 Q. Okay. We established already paragraph 6.</p> <p>13 There were three kiosk locations. We covered that.</p> <p>14 Let's look at paragraph 8 on page 2 of your</p> <p>15 affidavit, VEN 962. Can you tell us what -- there's a</p> <p>16 list here of names which appear to be shows.</p> <p>17 Can you just explain what this is, to the best</p> <p>18 of your understanding?</p> <p>19 A. Sure. Yes. They appear to be names of either</p> <p>20 shows or products that the company carried and sold at</p> <p>21 the particular dates and times -- or approximate dates</p> <p>22 and times listed on the documents.</p> <p>23 Q. This says -- like, 8A through H, these are all</p> <p>24 shows, as I understand it, that were taking place at the</p> <p>25 Venetian; correct?</p>
Page 26	Page 28
<p>1 So looking at paragraph 4, let's start there.</p> <p>2 It indicates, "Brand Vegas enters into agreements with</p> <p>3 various business enterprises to sell tickets to their</p> <p>4 respective shows and events, which sales are</p> <p>5 accomplished by various means from online marketing to</p> <p>6 strategic placement of personnel at kiosks in and around</p> <p>7 Las Vegas."</p> <p>8 Is that a correct statement?</p> <p>9 A. That is correct.</p> <p>10 Q. Okay. So with that description, we've, I</p> <p>11 believe, established that you hired Ms. Joyce Sekera to</p> <p>12 man one of the kiosks that you had in the Grand Canal</p> <p>13 Shoppes?</p> <p>14 A. That's correct.</p> <p>15 Q. Did she have -- if you recall, did she have a</p> <p>16 supervisor?</p> <p>17 A. Yes.</p> <p>18 Q. Who would her supervisor have been?</p> <p>19 A. Her direct supervisor would have been Warren</p> <p>20 Church, C-h-u-r-c-h. He is the chief operating officer</p> <p>21 at Brand Vegas.</p> <p>22 Q. Did he work physically at that location?</p> <p>23 A. That was not his main office, of course, but he</p> <p>24 was there frequently, yes.</p> <p>25 Q. All right. Other persons -- or strike that.</p>	<p>1 A. Correct.</p> <p>2 Q. Okay. And these were shows that Brand Vegas</p> <p>3 had ticket brokering agreements with the Venetian?</p> <p>4 A. Correct.</p> <p>5 Q. And by "ticket brokering agreement," my</p> <p>6 understanding is you -- through these kiosks through</p> <p>7 your employees, you would sell tickets or vouchers to</p> <p>8 get tickets for these particular shows?</p> <p>9 A. That's correct.</p> <p>10 Q. So if someone, for example -- or strike that.</p> <p>11 Let's say someone comes up to a kiosk in early</p> <p>12 2016 and says, "I want to buy tickets to Human Nature,"</p> <p>13 can you walk us through the process that they would go</p> <p>14 through and the interaction you would expect between</p> <p>15 them and your employee?</p> <p>16 A. Sure. As is typical -- would be typical to a</p> <p>17 lot of commercial transactions or retail transactions,</p> <p>18 they -- and if you're talking about a specific show,</p> <p>19 they would ask for a date -- tonight, tomorrow, et</p> <p>20 cetera. If the show had multiple performances per</p> <p>21 evening, they would ask for a time they were interested</p> <p>22 in.</p> <p>23 Typically, they would then go over the price</p> <p>24 level of tickets that were available for that specific</p> <p>25 event, how many seats they needed for the specific</p>

Page 29	Page 31
<p>1 event, so on and so forth. They would verify that 2 availability in our in-house system on the -- from the 3 POS system, the terminal keyboard, so on and so forth. 4 Once they found the customer the product they 5 were looking for, they would then consummate the 6 transaction, and that could be done via credit card, it 7 could be done via cash, a combination of -- or 8 however -- you name it, when you're down on the Strip, 9 so -- but credit card or cash sale. And, of course, 10 then it would be generated with a -- then the system 11 will generate a receipt and a copy of the vouchers of 12 which both would be issued to the guest. 13 Q. So if they were going to see the show Human 14 Nature, they may have questions about the show, you 15 would expect your employees to answer questions? 16 A. Absolutely. 17 Q. Recommendations about shows, you might expect 18 them to be able to respond? 19 A. Yes. We would expect them to be well-informed 20 about various shows and all the products we sell. 21 Q. Okay. So is it my understanding, then, that 22 there were -- was there a certain section of the theater 23 that was set aside for Brand Vegas kiosk tickets? 24 A. I can't answer that question with my direct 25 knowledge of my direct experience. What I can tell you</p>	<p>1 ticket would simply be exchanged for a 2 Ticketmaster-generated ticket with an electronic barcode 3 on it. 4 Q. Now, did your employees that worked in these 5 kiosks, were they expected to wear name tags? 6 A. Yes. 7 Q. Did Brand Vegas issue the name tags? 8 A. I believe so, yes. 9 Q. Were they expected to have any kind of ID 10 related -- that gave them any special access parkingwise 11 or anywhere else on the property that you're aware of? 12 A. I believe there was some form of identification 13 either required by -- I'm not sure what the master owner 14 is, if it's Simon Properties or -- but there may have 15 been some sort of master badge, if you will. 16 I did not actually see them ever physically, 17 so -- I mean, I recall something of that sort being 18 required, but I cannot say that I actually saw it. 19 Q. Now, Ms. Sekera's testified in this case that 20 she had to undergo some kind of investigation or at 21 least the employees did, a background investigation by 22 Venetian. 23 Are you aware of that? 24 A. I am not. 25 Q. And that was -- she testified that was in order</p>
Page 30	Page 32
<p>1 is there was a certain amount of tickets from a specific 2 class that were reserved for brokers such as Brand Vegas 3 in general. 4 And the model of sales that's referred to in 5 this industry is free sales, so you have the ability to 6 sell those in pretty much an unlimited quantity until 7 you receive instructions from the box office that those 8 seats are no longer available to the third-party 9 brokers. 10 So I do not believe at Venetian we had a 11 specific what we would refer to as a block of tickets -- 12 that is, where we had assigned seat numbers and rows 13 exactly -- but we had the ability to sell -- and, again, 14 I'm paraphrasing this, we had the ability to sell, you 15 know, Category D, Category A, Category B, what have you. 16 Q. So just sticking with a Venetian show. Let's 17 stay with Human Nature. So someone buys a Human Nature 18 ticket in early 2016 or they want to buy a seat. They 19 go through the transaction with one of your kiosk 20 employees. They're then given a voucher, and in order 21 to get the ticket, they have to go where? 22 A. To the box office, in this case, of Human 23 Nature, and they would present that and a valid form of 24 identification to the Venetian employee or the Human 25 Nature. I'm not sure what the case was there. And that</p>	<p>1 to get some kind of a badge that would allow -- you 2 know, so they could be identified where they're parking 3 on the property. 4 Are you aware of that? 5 A. I can't answer that question one way or the 6 other. 7 Q. Is there someone else at Brand Vegas, like 8 Warren Church or... 9 A. Very possible. 10 Q. Okay. He might know more about that? 11 A. He may very well, yes. 12 Q. Okay. Let me ask you about paragraph 10 of 13 Exhibit 2. It indicates that "Employees of Brand Vegas 14 working a kiosk at the Grand Canal Shoppes are expected 15 to follow general policies and procedures designed to 16 facilitate sales under the above-referenced ticket 17 broker agreements." 18 Can you explain what you mean -- or rather, 19 explain what that means? 20 A. Procedures would be something as we went over 21 previously on how to thoroughly conduct a sale and 22 expedite it in an efficient manner. Customer service is 23 a big thing, obviously, when you have as much 24 competition down on the Strip. 25 Policies would be more related to what to do in</p>

Page 33	Page 35
<p>1 case an issue arise -- customer needed a refund, 2 customer wanted to switch their seats, a customer was 3 unhappy with the performance or had a complaint or 4 something to that form.</p> <p>5 Procedures would also involve what type of 6 paperwork they would have to maintain and turn in, 7 logging in to the system, clocking in, logging out of 8 the system, reviewing e-mails on a periodic basis. 9 Things consistent with a typical employment.</p> <p>10 Q. Okay. Paragraph 11 of your affidavit, can you 11 just look at that and indicate whether that is -- that 12 accurately represents the expectations of employees 13 that -- your employees in 2015, '16 who were working at 14 these kiosks that we identified in Exhibit 1?</p> <p>15 A. (Reading document.) 16 Yes, that's accurate.</p> <p>17 Q. Now, did they have phones at these kiosks? 18 Do you know?</p> <p>19 A. Landlines?</p> <p>20 Q. Yes.</p> <p>21 A. I do not believe so.</p> <p>22 Q. If they had to use a phone, they would have 23 been expected to use cell phones?</p> <p>24 A. That's correct.</p> <p>25 Q. Did they have cell phones issued by the</p>	<p>1 that what we're talking about?</p> <p>2 A. It's something that's done in conjunction with 3 the voucher process. So we try to avoid any 4 inconvenience to the guest if at all possible because we 5 have -- you know, not only our company but our partner 6 companies and companies we have contracts with, 7 that's -- one of our paramount things is making it as 8 convenient as possible.</p> <p>9 So in order to avoid what we call a race for 10 seats where you sell somebody a voucher and it's, "Okay. 11 Those seats don't get assigned until you arrive at the 12 box office," our system is designed that when that 13 transaction is made, an e-mail containing all the vital 14 information for that transaction is transmitted to the 15 call center or the booking center at a specific venue or 16 partner. They then reserve those seats on the next best 17 available basis.</p> <p>18 So they simply look at the ticket class, what's 19 up next in the third-party broker range, and they then 20 assign those seats to that name in the system. That 21 prevents people from trampling each other in a race to a 22 box office because they think they can get a better 23 seat.</p> <p>24 Sometimes, depending on -- as you probably 25 become more familiar with these operations, there's some</p>
Page 34	Page 36
<p>1 company?</p> <p>2 A. No.</p> <p>3 Q. So was that something that was a prerequisite 4 for their employment, that they had a phone?</p> <p>5 A. That's a very interesting question. Looking 6 back at it, I think that might have been a logical 7 thing. I think the general assumption was that everyone 8 did, but I can't answer 100 percent.</p> <p>9 Q. Okay. Let's turn to the next page of your 10 affidavit, paragraph 12.</p> <p>11 Could you just review that, again, silently and 12 indicate if that is an accurate statement.</p> <p>13 A. (Reading document.) 14 That's correct.</p> <p>15 Q. So it indicates that once -- let's go back to 16 the Human Nature example early 2016.</p> <p>17 It indicates here that "Upon completion of the 18 purchase, the Brand Vegas operating system would 19 automatically generate an e-mail to Venetian box office 20 personnel who would then input the request into the 21 Venetian ticketing system and return a confirmation 22 number to Brand Vegas for reference purposes"; is that 23 correct?</p> <p>24 A. That's correct.</p> <p>25 Q. So when you were talking about a voucher, is</p>	<p>1 big stuff. These are bigger call centers; there is a 2 backlog, so it can take some time for them to generate 3 an absolute confirmation back to us, more time than the 4 customer is willing to sit and wait, which is why then 5 we tie that information into our own internal 6 confirmation number generated by our system.</p> <p>7 Q. So how long does the process take -- did it 8 take?</p> <p>9 A. From --</p> <p>10 Q. From the time someone says, "I want to buy 11 these tickets and these are the seats I want," until 12 they could get their voucher?</p> <p>13 A. Oh, anywhere from five to 20 minutes or even 14 longer if they knew that those seats were assigned on 15 the next best available basis. The box office's policy 16 was you had to arrive at least one hour prior to the 17 show's start time.</p> <p>18 Q. To transfer your voucher for a ticket?</p> <p>19 A. Correct.</p> <p>20 Q. All right. So then once you give the voucher 21 to the individual, your employees give it to the guest, 22 then they would explain to the guest, "You need to 23 present these to the box office one hour before the 24 show"?</p> <p>25 A. Correct. And to the best of my knowledge,</p>

Page 37	Page 39
<p>1 that's also defined on the receipt and the voucher 2 itself.</p> <p>3 Q. And that looks like it -- maybe that's covered 4 in No. 13. You've indicated that they would have to go, 5 again, to the Venetian box office with the voucher where 6 they would get their event tickets with proof of 7 identification?</p> <p>8 A. That's correct.</p> <p>9 Q. Okay. And that was pretty much the same 10 throughout the time that -- 2015 through 2016 when you 11 were operating these three kiosks?</p> <p>12 A. That's correct.</p> <p>13 Q. Tell me -- now, if you would, explain paragraph 14 14 where it says, "Payment for the tickets sold by Brand 15 Vegas kiosk employees under the ticket broker agreement 16 is obtained by Venetian via weekly invoices such as 17 those in Exhibit A."</p> <p>18 You made reference to the invoices. Could you 19 explain that process?</p> <p>20 A. So in cases like this, which would be defined 21 under the -- I believe in this case, the master broker 22 agreement or ticket brokerage agreement, the -- we would 23 conduct the sales on our part. Our ticketing 24 software -- our ticket tracking software would log all 25 of the various ticket types and ticket prices, and then</p>	<p>1 We provided them a list of that on a regular 2 basis. "This would be your sales for a particular pay 3 period. This is what the company made on each of those 4 transactions, and you're entitled to a certain 5 percentage of that profit."</p> <p>6 Q. Did they vary, then, from show to show, the 7 commission?</p> <p>8 A. The percentage would remain fixed, but the 9 commission, yes. The commission would vary from 10 property to property simply based on the price of the 11 ticket and the amount of margin the company would have 12 on each ticket.</p> <p>13 Q. So the commissions were tied just to the 14 margin; is that right?</p> <p>15 A. Margin and service fees, correct.</p> <p>16 Q. Now, I noticed that some of these agreements 17 are signed by Mike Peterson on behalf of Brand Vegas?</p> <p>18 A. That's correct.</p> <p>19 Q. Who is he?</p> <p>20 A. Mike Peterson is director of ticketing 21 operations for the company. So he is typically 22 stationed at the company's main office, and he is sort 23 of the gatekeeper or catchall for all the concerns an 24 agent may have out in the field.</p> <p>25 Again, if they have a problem with -- it could</p>
Page 38	Page 40
<p>1 the provider -- so the show/tour/attraction provider -- 2 would then invoice us on a regular basis for the amount 3 we owed them for those tickets that we sold over a 4 specific period of time.</p> <p>5 Q. All right. So in order for the tickets to be 6 generated and provided to the people once they produced 7 the voucher, would the people have to provide -- they 8 don't have to pay Venetian any money because they've 9 already paid Brand Vegas; correct?</p> <p>10 A. That's correct. Brand Vegas would take payment 11 either via credit card or cash. That would be 12 reconciled and deposited into our accounts. And then 13 when we were provided with a periodic invoice from the 14 show's producer/provider or the hotel entity, we would 15 audit that to make sure that the numbers were effective, 16 and then we would write a check or direct deposit, 17 depending on the company, to pay for those tickets.</p> <p>18 Q. Okay. How were your employees paid from 2015 19 and 2016 -- through 2016?</p> <p>20 A. Sure. The employees received a base wage, and 21 then they were compensated on a percentage commission 22 basis. So if they sold -- and I believe at the time it 23 was based on the profit -- I believe it still is -- 24 based on the profit generated per individual sale, they 25 got a list of that.</p>	<p>1 be anything from a technical nature -- if they're having 2 an Internet connection failure, their keyboard is out, 3 credit card machine acting up -- to a question about a 4 show or a transaction, a refund, lack of availability.</p> <p>5 And there were times where -- I'm sure as you 6 can imagine -- there might have been a little 7 miscommunication between the box office and the actual 8 system, and you had -- like anything, you had to use 9 customer service to resolve that issue effectively, and 10 that's Mike's job.</p> <p>11 Q. Okay. Let's turn to -- let me have you turn to 12 your Exhibit B to your affidavit, page BV 047.</p> <p>13 A. Okay.</p> <p>14 Q. Can you tell us what this is?</p> <p>15 A. This would appear to be a transaction and 16 commission schedule for Ms. Sekera.</p> <p>17 Q. Okay. Now, I noticed -- let's see. There 18 was -- I see. Okay.</p> <p>19 So the preceding pages, there's also some 20 printouts -- going back to BB 012, there's printouts, 21 and on the right, it says, "Joyce Sekera"; is that 22 correct?</p> <p>23 A. Yes, sir.</p> <p>24 Q. Okay. So, again, these printouts would 25 represent sales by Ms. Sekera while she was working as a</p>

Page 41	Page 43
<p>1 kiosk employee for Brand Vegas from 2015 through 2016?</p> <p>2 A. That's correct.</p> <p>3 Q. Now, you mentioned earlier that this is only</p> <p>4 kind of a portion of her sales?</p> <p>5 A. That's correct.</p> <p>6 Q. Again, that's because when you tried to</p> <p>7 retrieve it -- well, why don't you explain it to us. I</p> <p>8 know you said it earlier, but --</p> <p>9 A. No problem. I'd be happy to do so.</p> <p>10 At a certain point during this time period</p> <p>11 we're discussing right now, the company decided to</p> <p>12 upgrade and modify its own proprietary software.</p> <p>13 During the data migration, pardon me, from the</p> <p>14 old system and the old format, to bring a lot of that</p> <p>15 over to the new system, there was a relatively short</p> <p>16 period of day-to-day sales transaction data that was</p> <p>17 unrecoverable.</p> <p>18 And so when I say it's incomplete, it would be</p> <p>19 incomplete because of those specific transactions. We</p> <p>20 have, to the very best of our ability, tried to, you</p> <p>21 know, recover that information and provide it as</p> <p>22 requested. Unfortunately, we were unable to do so.</p> <p>23 Q. Okay. All right. So let's go to -- I think we</p> <p>24 just really covered with your testimony there 19, so</p> <p>25 let's just look at 20. It reads, "All work performed by</p>	<p>1 A. Correct.</p> <p>2 Q. All right. Now, read, if you would, paragraph</p> <p>3 21, just read it to yourself, and just indicate if</p> <p>4 that's a correct statement, to the best of your</p> <p>5 knowledge.</p> <p>6 A. (Reading document.)</p> <p>7 It is correct.</p> <p>8 Q. Did you have a direct contact at the Venetian</p> <p>9 associated with the operation of selling tickets and so</p> <p>10 forth for its --</p> <p>11 A. I did not myself, but I believe both Mr. Church</p> <p>12 and Mr. Peterson did. I wish my memory was great enough</p> <p>13 to pull back the name, but, yes, we did -- we had -- the</p> <p>14 nature of the business called for daily interaction with</p> <p>15 those individuals, so, yes, someone did at the company.</p> <p>16 I just can't recall who has that, but...</p> <p>17 Q. Because things come up daily?</p> <p>18 A. Absolutely.</p> <p>19 Q. There's an ebb and flow, I assume, that goes</p> <p>20 along with this based upon the number of people that are</p> <p>21 coming through the property? Conventions, that business</p> <p>22 might make for a busier time, for example?</p> <p>23 A. That's correct.</p> <p>24 Q. Did you have any expectation of your kiosk</p> <p>25 employees working at these three places in the Grand</p>
Page 42	Page 44
<p>1 Joyce Sekera as a Brand Vegas kiosk employee who was in</p> <p>2 furtherance of broker agreements for various entities,</p> <p>3 including all ticket broker agreements the company had</p> <p>4 with Venetian."</p> <p>5 Is that a correct statement?</p> <p>6 MR. GALLIHER: I'm sorry, Mike. Which</p> <p>7 paragraph?</p> <p>8 MR. ROYAL: 20. I'm sorry.</p> <p>9 THE WITNESS: And we're on VEN 964?</p> <p>10 BY MR. ROYAL:</p> <p>11 Q. Yes.</p> <p>12 A. Page --</p> <p>13 Q. Starting with "All work."</p> <p>14 A. (Reading document.)</p> <p>15 That is accurate.</p> <p>16 Q. Okay. So whatever work she was doing with --</p> <p>17 working at these kiosks, your expectation is she's</p> <p>18 furthering the interest of the entities that you have</p> <p>19 contracts with?</p> <p>20 A. Correct.</p> <p>21 MR. GALLIHER: Object to the form.</p> <p>22 MR. ROYAL: You can answer.</p> <p>23 THE WITNESS: Correct.</p> <p>24 BY MR. ROYAL:</p> <p>25 Q. And that includes Venetian?</p>	<p>1 Canal Shoppes regarding how they would present</p> <p>2 themselves and represent the property, specifically the</p> <p>3 Venetian?</p> <p>4 MR. GALLIHER: Object to the form.</p> <p>5 THE WITNESS: There were no specific guidelines</p> <p>6 specific to the Venetian. They were representing our</p> <p>7 company and, therefore, all of the products we sold and</p> <p>8 all of the providers of those products, and the</p> <p>9 guidelines were, you know, very simple and</p> <p>10 straightforward.</p> <p>11 And it was that they were to -- the idea at the</p> <p>12 Grand Canal Shoppes and at our other locations was not a</p> <p>13 hard sale, not to browbeat. It was to -- you know, we</p> <p>14 had adequate signage. They were to engage people in</p> <p>15 conversation as they walked within a reasonable distance</p> <p>16 so as not to yell or upset anyone in the mall.</p> <p>17 They were to ask them if they were interested</p> <p>18 in any of the products which we sold and provide them</p> <p>19 that information, provide that information accurately,</p> <p>20 and facilitate a transaction on behalf of our company</p> <p>21 and our clients.</p> <p>22 We have two clients, so we have the end user</p> <p>23 client and we have our corporate clients. So we have --</p> <p>24 we have two clients in this situation.</p> <p>25 ///</p>

Page 45	Page 47
<p>1 BY MR. ROYAL:</p> <p>2 Q. Your two clients would be the guests, and if</p> <p>3 they're purchasing tickets for the Venetian, it would be</p> <p>4 the Venetian?</p> <p>5 A. Correct.</p> <p>6 Q. All right. Now, there's reference on the last</p> <p>7 page of your affidavit, paragraph 22, related to the</p> <p>8 code of conduct, which is Exhibit C to your affidavit.</p> <p>9 It's two pages -- actually, it's the last two pages of</p> <p>10 the attachments, VEN 1102 and 1103.</p> <p>11 Do you recognize that document? It's a</p> <p>12 two-page document.</p> <p>13 A. I do.</p> <p>14 Q. And so as I understand it, as I went through</p> <p>15 these ticket brokering agreements, in each of these</p> <p>16 agreements, there was -- there's a section in, I think,</p> <p>17 paragraph 25 which relates to adherence to the code of</p> <p>18 conduct.</p> <p>19 A. Correct.</p> <p>20 Q. And now as I look -- yeah, 25. I'm just</p> <p>21 looking right now, for example, at VEN 152. This is</p> <p>22 just a sample agreement where 25C refers to the code of</p> <p>23 conduct.</p> <p>24 And your understanding is that that would be,</p> <p>25 again, what's been marked as Exhibit C to your affidavit</p>	<p>1 Q. Prior to today, did you review this?</p> <p>2 A. In the course of reviewing any contract that I</p> <p>3 would do with my company, yes.</p> <p>4 Q. Do you have any -- some understanding as to</p> <p>5 what this means, paragraph 5 of the code of conduct?</p> <p>6 A. Yes, I have an understanding as to what it</p> <p>7 means as it is worded.</p> <p>8 Q. Can you just express that? What is your</p> <p>9 understanding?</p> <p>10 MR. GALLIHER: Same objection.</p> <p>11 THE WITNESS: That as a -- I'm trying to -- how</p> <p>12 we would describe ourselves -- as a vendor, that we</p> <p>13 would be responsible to take reasonable steps to make</p> <p>14 sure that our employees have a relatively safe -- or a</p> <p>15 safe, not a relatively safe, a safe work environment, a</p> <p>16 secure work environment, and that they were not exposed</p> <p>17 to any work-related diseases.</p> <p>18 BY MR. ROYAL:</p> <p>19 Q. Okay. Do you recall, did you have any</p> <p>20 understanding as to any kind of protocol that was to be</p> <p>21 followed by kiosk employees if they were to see a spill</p> <p>22 or something anywhere in the vicinity of their kiosk?</p> <p>23 MR. GALLIHER: Foundation. Speculation.</p> <p>24 THE WITNESS: I do not recall. I cannot</p> <p>25 recall.</p>
Page 46	Page 48
<p>1 which has been marked as Exhibit 1 to the deposition?</p> <p>2 A. That is correct.</p> <p>3 Q. Okay. Now, looking at No. 5 of this code of</p> <p>4 conduct, which is on VEN 1103.</p> <p>5 It'll be the last page there.</p> <p>6 A. Okay.</p> <p>7 Q. So it indicates -- if you would just read that</p> <p>8 out loud, 5A.</p> <p>9 A. Would you like me to read it out loud?</p> <p>10 Q. Yes, please.</p> <p>11 A. Paragraph 5A, "To take reasonable steps to</p> <p>12 provide a safe working environment for its employees and</p> <p>13 control hazards, including precautionary measures</p> <p>14 against accidents and occupational diseases."</p> <p>15 Q. Do you have an understanding as to what that</p> <p>16 means? Did you have an understanding of what it meant</p> <p>17 in 2015 when you began operating out of these three</p> <p>18 kiosks?</p> <p>19 MR. GALLIHER: Object to the form. Lacks</p> <p>20 foundation.</p> <p>21 Go ahead.</p> <p>22 BY MR. ROYAL:</p> <p>23 Q. Let me ask you this: Have you seen this</p> <p>24 before?</p> <p>25 A. Yes.</p>	<p>1 BY MR. ROYAL:</p> <p>2 Q. Okay. Would someone like Warren Church be</p> <p>3 someone better to maybe answer that question?</p> <p>4 A. He may, but I cannot speak for him.</p> <p>5 Q. Okay. Did you ever speak with Ms. Sekera about</p> <p>6 the incident -- strike that.</p> <p>7 Ms. Sekera was involved in an incident</p> <p>8 November 4th, 2016, when she had a slip-and-fall in the</p> <p>9 Venetian. I believe she was on a break of some kind.</p> <p>10 Are you familiar with the facts associated with</p> <p>11 that at all?</p> <p>12 A. I've actually read about it quite extensively</p> <p>13 regarding the facts of the situation, but everything I</p> <p>14 have read would be in the second or third person. I did</p> <p>15 not experience it myself.</p> <p>16 Q. Okay. You did not talk to her directly?</p> <p>17 A. No.</p> <p>18 Q. Have you ever had a conversation with</p> <p>19 Ms. Sekera?</p> <p>20 A. I've had conversations with her, sure, in the</p> <p>21 course of normal business interactions, but I -- since</p> <p>22 the time of this incident forward, no, sir, I have had</p> <p>23 no interaction with her.</p> <p>24 Q. Do you know the -- paragraph 24 of your</p> <p>25 affidavit indicates that she was injured, to the best of</p>

Page 49	Page 51
<p>1 your knowledge, in the course and scope of her</p> <p>2 employment on November 4th, 2016; is that correct?</p> <p>3 A. (Reading document.)</p> <p>4 That's correct.</p> <p>5 Q. All right. You also indicated she filed a</p> <p>6 claim for workers' compensation and, to your knowledge,</p> <p>7 she's receiving whatever benefits she's entitled to</p> <p>8 receive, to the best of your knowledge?</p> <p>9 A. To the best of my knowledge, correct.</p> <p>10 Q. Are you aware of the status of her workers'</p> <p>11 compensation claim at all?</p> <p>12 A. Generally.</p> <p>13 Q. Is it still open, to the best of your</p> <p>14 knowledge?</p> <p>15 A. It is.</p> <p>16 Q. So do you know if Ms. Sekera after the incident</p> <p>17 came -- strike that.</p> <p>18 Do you have a headquarters?</p> <p>19 A. Yes, we do.</p> <p>20 Q. If someone came to pick up a check -- like</p> <p>21 Ms. Sekera, after the incident, if she came to pick up a</p> <p>22 check, would she come to the headquarters or would it be</p> <p>23 mailed to her or do you know?</p> <p>24 A. It could be mailed, delivered, or picked up at</p> <p>25 the headquarters.</p>	<p>1 specific request, that would be relayed to our</p> <p>2 headquarters to Mr. Peterson. Mr. Peterson would then</p> <p>3 contact the box office and make sure that those seats</p> <p>4 were reserved in the manner in which they were</p> <p>5 requested.</p> <p>6 Q. So let me ask you about -- were there any</p> <p>7 requirements related to dress and grooming and so forth</p> <p>8 with the employees that worked at these kiosks that we</p> <p>9 marked as Exhibit 1?</p> <p>10 A. It was very general, but it was that they were</p> <p>11 to be in -- I believe it was stated as professional</p> <p>12 and/or business attire. We certainly had standards as</p> <p>13 to what they could and could not wear. So I think that</p> <p>14 answers the question.</p> <p>15 Q. Do you know anything about Ms. Sekera's</p> <p>16 injuries or what she's indicated --</p> <p>17 A. Only from what I've read through all of the</p> <p>18 voluminous documentation that's come through the office,</p> <p>19 yes.</p> <p>20 Q. Just so I'm clear, when you talk about</p> <p>21 voluminous documentation, what are you referring to?</p> <p>22 A. So we -- I believe, and I'm not too familiar</p> <p>23 with this particular area of the law, I have a layman's</p> <p>24 knowledge of it, but our insurance agency provider</p> <p>25 provides copies of everything with us. I see a lot of</p>
Page 50	Page 52
<p>1 Q. Okay. You don't know, then, if Ms. Sekera</p> <p>2 testified that she went to the headquarters and picked</p> <p>3 up a check or something, you weren't involved in that?</p> <p>4 A. I may have very well signed the check, but as</p> <p>5 far as delivering it to her or engaging with her when it</p> <p>6 happened, no, I was not.</p> <p>7 Q. Okay. So I'm clear -- I'm almost done here.</p> <p>8 A. No problem.</p> <p>9 Q. So I'm clear -- and then when I'm done, he gets</p> <p>10 a chance.</p> <p>11 A. No problem.</p> <p>12 Q. Brand Vegas employees, like Ms. Sekera, for a</p> <p>13 transaction, once someone wants to buy tickets, she's</p> <p>14 got certain information, if it's for a Venetian event,</p> <p>15 she -- they settle on the tickets, they reach some</p> <p>16 agreement, she accepts the money, she gives them a</p> <p>17 voucher, she communicates with the box office at the</p> <p>18 Venetian; correct?</p> <p>19 I mean, they get -- I thought I understood --</p> <p>20 A. E-mail.</p> <p>21 Q. E-mail?</p> <p>22 A. E-mail. She would not -- under normal</p> <p>23 circumstances, she would -- the communication would take</p> <p>24 place via e-mail or if there was a question or</p> <p>25 something -- let's say handicapped seating or some</p>	<p>1 appeals and decisions from an arbitrator, and then</p> <p>2 there's periodic correspondence, actually, with his</p> <p>3 office regarding just general status of the claim or</p> <p>4 scheduling depositions and so on and so forth.</p> <p>5 But these -- they seem to add on, so every time</p> <p>6 you get a new question or something, the document just</p> <p>7 increases. It's not, "Please add this to this and</p> <p>8 this," so I think we're up to, you know, a couple</p> <p>9 hundred pages now each time there's a change.</p> <p>10 Q. Okay. So when you talk about change, you're</p> <p>11 talking about communications with your workers'</p> <p>12 compensation defense counsel?</p> <p>13 A. Yes. Although, I don't really communicate with</p> <p>14 him that much. It's basically he updates me and keeps</p> <p>15 us informed of what's going on. I don't even think it's</p> <p>16 direct counsel. I think there's a case manager that's</p> <p>17 assigned to it on behalf of our insurance company.</p> <p>18 But, again, we are copied and provided with</p> <p>19 everything, so I consider it, of course, good business</p> <p>20 to read, to the best of my knowledge.</p> <p>21 Q. Do you know Charry Kennedy? Do you know that</p> <p>22 name?</p> <p>23 A. I believe she pronounces it Charry.</p> <p>24 Q. Okay.</p> <p>25 A. And I can only say that because I was corrected</p>

1 when I did.
 2 But, yes, I believe that she is the director of
 3 the box office at the Venetian.
 4 Q. Okay. So she's someone that when I ask you
 5 about people that you have worked with or that Brand
 6 Vegas works with, she would be a contact?
 7 A. Yes, she would. And she is a little bit higher
 8 up, so most of our contact would take place on her
 9 supervisor level just a step below her. But certainly
 10 anything regarding contracting or anything like that, we
 11 speak with Charry about.
 12 Q. All right. Thank you.
 13 I'm going to go ahead and pass.
 14
 15 EXAMINATION
 16 BY MR. GALLIHER:
 17 Q. Good afternoon, Mr. DiRocco -- DiRocco?
 18 A. DiRocco.
 19 Q. My name is Jeff Galliher. We met briefly off
 20 the record. And I along with my brother Keith represent
 21 Joyce Sekera in the litigation against the Venetian. So
 22 I'm going to ask you a few follow-ups to Mr. Royal's
 23 questions, but first I want to get a little background.
 24 Are you currently an employee of Venetian
 25 Casino Resort, LLC?

1 A. No, sir.
 2 Q. Have you ever been employed by Venetian Casino
 3 Resort, LLC?
 4 A. No, sir.
 5 Q. Okay. Do you have any knowledge of how
 6 Venetian Casino Resort, LLC, conducts its business?
 7 A. Regarding -- that's a big business.
 8 Q. Well, what I'm trying to find out, is there --
 9 have you ever -- your company is a vendor -- I think you
 10 used that term -- a vendor to Venetian Resorts; correct?
 11 A. That's correct.
 12 Q. Okay. As part of that relationship, have you
 13 ever attended any seminar or training or in-house
 14 presentation at the Venetian where they brought you in
 15 and said, "Hey, Ed, we're going to show you how we do
 16 things around here"?
 17 Have you ever participated in anything like
 18 that?
 19 A. No, sir.
 20 Q. Okay. Mr. Royal asked you quite a few
 21 questions about the affidavit that's dated February 20th
 22 of 2019, and I think that's at least part of what's been
 23 marked as Exhibit 2 to your deposition. I want to ask
 24 you a few questions about that.
 25 First of all, did you draft that document?

1 A. No, I did not.
 2 Q. Do you know who did?
 3 A. I believe this office.
 4 Q. When you say "this office," are you referring
 5 to Mr. Royal's office?
 6 A. Correct.
 7 Q. Okay. When was the first time you ever saw a
 8 draft of this affidavit?
 9 A. I'll speculate in generality.
 10 Q. Before you say that, I don't want you to
 11 speculate --
 12 A. Okay.
 13 Q. -- but I am entitled to your best estimate. So
 14 if you're going to estimate, that's perfectly fine, but
 15 I don't want you to speculate. Okay?
 16 A. Okay. My best estimate would -- are you asking
 17 for time frame from now or just in general?
 18 Q. Whatever's easiest for you.
 19 Well, let's start here. Based upon the notary,
 20 you signed this on February 20th, 2019. Okay? So let
 21 me ask you -- I'll withdraw that question and ask this
 22 one: How long prior to February 20th of 2019 did you
 23 first see a draft of this document?
 24 A. Again, my best estimation, I would say eight
 25 weeks.

1 Q. And prior to that, did you have any
 2 conversations with anyone where the information that
 3 ultimately wound up in that document was communicated to
 4 Mr. Royal's office?
 5 A. Would you repeat the question?
 6 Q. Sure.
 7 What I'm trying to find out is: When did you
 8 tell them all the stuff that they put in this affidavit
 9 that you signed?
 10 A. Oh, probably sometime within the month
 11 preceding the actual written document being forwarded to
 12 me.
 13 Q. And how did that communication take place?
 14 A. I spoke with Mr. Royal and he asked me some
 15 rather specific questions that are outlined in the
 16 document, and I gave my answer, to the best of my
 17 ability.
 18 Q. Was it just one telephone conversation or was
 19 it -- first of all, was it a telephone conversation or
 20 was it in person?
 21 A. Telephone conversation.
 22 Q. And was it just one conversation?
 23 A. No. There were several.
 24 Q. When you say "several," how many is that?
 25 A. Three.

Page 57

1 Q. And approximately how long did each of those
2 conversations last?
3 A. 10 to 15 minutes.
4 Q. So if I understand your testimony correctly,
5 then all told, it was less than an hour of conversation?
6 A. That would be correct.
7 Q. Okay. Either before those conversations or at
8 any time between them, did you provide Mr. Royal's
9 office with any written documents other than the ones
10 that are appended to your affidavit?
11 A. Not to -- to the best of my knowledge, no.
12 Q. Prior to -- well, let me ask you: Did you
13 dictate this affidavit or did you just have
14 conversations with Mr. Royal and then a draft was
15 presented to you to review?
16 A. I had the conversations with Mr. Royal.
17 Mr. Royal's draft was presented to me for review, and
18 there were several corrections for clarification
19 purposes and that was it.
20 Q. So you got the draft and then you made
21 corrections to it?
22 A. Yes, sir.
23 Q. Okay. Prior to making -- after you reviewed
24 the first draft but prior to providing any corrections,
25 did you have any discussions with any employee or

Page 58

1 officer of the Venetian Casino Resort regarding any of
2 the contents of the affidavit?
3 A. No, sir.
4 Q. Okay. In preparation for this deposition, did
5 you have any discussions with any employee, officer, or
6 attorney of the Venetian Casino Resort, LLC, regarding
7 any of the contents?
8 A. No, sir.
9 Q. Prior to today, when was the last time you had
10 a conversation with Mr. Royal?
11 A. I believe scheduling the deposition, so
12 approximately maybe six weeks ago.
13 Q. And did you talk to Mr. Royal personally then
14 or did you talk to somebody from the office?
15 A. No. I believe I spoke with Mr. Royal directly.
16 Q. How long did that conversation last?
17 A. A matter of minutes.
18 Q. And so since then -- just so I'm clear, since
19 then, you haven't had any conversation with Mr. Royal,
20 any of his partners, any of his staff, anybody else
21 related --
22 A. Since the time of scheduling of the
23 deposition --
24 Q. Yes, sir.
25 A. -- to today?

Page 59

1 Q. Yes, sir.
2 A. No, sir, I have not.
3 Q. I think you already testified that Brand Vegas,
4 LLC, is a Nevada limited liability corporation?
5 A. It is.
6 Q. Okay. On November 4, 2016, was Joyce Sekera an
7 employee of Brand Vegas, LLC?
8 A. To the best of my knowledge, yes.
9 Q. Well, you equivocated a little bit.
10 Is there some doubt in your mind about whether
11 or not she was -- what's giving you pause? Is it the
12 date or is it -- or do you think it was possible she was
13 not an employee?
14 A. No, no. It would be the date.
15 Q. Okay. Well, I'm going to represent that
16 November 4, 2016, is the date that Ms. Sekera was
17 injured at the Venetian. Okay?
18 Now, with that representation in mind, is it
19 your understanding that on the date she was injured, she
20 was an employee of Brand Vegas, LLC?
21 A. That is my understanding, correct.
22 Q. And did Brand Vegas, LLC, provide her with --
23 strike that.
24 Did Brand Vegas, LLC, pay payroll taxes on her
25 wages during that time period?

Page 60

1 A. Yes.
2 Q. And I think you already indicated that Brand
3 Vegas, LLC, provided her with workers' compensation
4 coverage during that time period?
5 A. Yes, sir.
6 Q. Okay. Who paid the bill for that coverage?
7 A. Brand Vegas, LLC.
8 Q. And at any time, did -- to your knowledge, did
9 Venetian Casino Resort, LLC, ever pay that bill?
10 A. No, sir.
11 Q. In fact, your employees sell products for other
12 than the Venetian; correct?
13 When I say "products," I'm talking about
14 tickets.
15 A. Yes, they do.
16 Q. Because as I was looking through Exhibit B
17 here, which -- to your deposition -- to your affidavit
18 which is a list of sales, just so I'm clear, that's just
19 a list of sales that would be attributed to Ms. Sekera;
20 correct? That's not for the whole company, that's just
21 for Joyce?
22 A. Correct.
23 Q. Okay. And I understand that there's -- this
24 cuts off, actually, before November 4th due to the data
25 transfer that you talked about.

Page 61	Page 63
<p>1 A. Yes, sir.</p> <p>2 Q. Now, are these -- the performances, the shows,</p> <p>3 the events that are listed on this exhibit, not all</p> <p>4 those are at the Venetian, are they?</p> <p>5 A. No, sir.</p> <p>6 Q. So from the kiosk location in the Canal</p> <p>7 Shoppes, Grand Canal Shoppes, did Ms. Sekera sell</p> <p>8 tickets to events and shows that were at properties</p> <p>9 other than the Venetian?</p> <p>10 A. Yes, sir.</p> <p>11 Q. Is it one of your duties at Brand Vegas to</p> <p>12 negotiate the ticket broker agreements?</p> <p>13 A. It is.</p> <p>14 Q. So you're familiar with those?</p> <p>15 I mean, I'm not going to sit here --</p> <p>16 A. To a reasonable level, yes, correct.</p> <p>17 Q. I understand. I'm not going to sit here and</p> <p>18 ask you to recite it from memory, but you're the guy</p> <p>19 there that is responsible for negotiating those on</p> <p>20 behalf of Brand Vegas?</p> <p>21 A. Correct.</p> <p>22 Q. All right. I'm going to ask you to take a look</p> <p>23 at VEN 139.</p> <p>24 Did you find it?</p> <p>25 A. I have it here in front of me.</p>	<p>1 year or so?</p> <p>2 A. I would agree with that.</p> <p>3 Q. She worked -- did she work exclusively in the</p> <p>4 locations at the Grand Canal Shoppes?</p> <p>5 A. To the best of my knowledge, yes.</p> <p>6 Q. Did she work at just one kiosk or could she</p> <p>7 work at any of the three?</p> <p>8 A. It's very possible she could have worked at any</p> <p>9 of the three.</p> <p>10 Q. At each of those locations, Brand Vegas</p> <p>11 maintained some equipment; correct?</p> <p>12 A. That's correct.</p> <p>13 Q. You described it earlier as a point of sale</p> <p>14 system. There was some hardware, some computer</p> <p>15 hardware?</p> <p>16 A. Correct.</p> <p>17 Q. Okay. Who owned that equipment?</p> <p>18 A. Brand Vegas.</p> <p>19 Q. You indicated that the kiosks themselves or the</p> <p>20 space that was utilized by Brand Vegas and the kiosk was</p> <p>21 a sublet from Adventure Tours International.</p> <p>22 A. That's correct.</p> <p>23 Q. How did that arrangement work? Did you pay</p> <p>24 them -- when I say "you," I mean Brand Vegas.</p> <p>25 Did Brand Vegas pay them a set amount per month</p>
Page 62	Page 64
<p>1 Q. Okay. And down at the bottom is paragraph 19,</p> <p>2 which is titled "Independent Contractor."</p> <p>3 Do you see that?</p> <p>4 A. I do.</p> <p>5 Q. All right. What was your understanding of the</p> <p>6 term "independent contractor" as it's used in paragraph</p> <p>7 19?</p> <p>8 MR. ROYAL: Object to the form.</p> <p>9 BY MR. GALLIHER:</p> <p>10 Q. Well, I want to make sure.</p> <p>11 You negotiated this contract; right?</p> <p>12 A. I did.</p> <p>13 Q. All right. So this makes it clear, what I'm</p> <p>14 asking is: When you negotiated this contract, what was</p> <p>15 the purpose of including paragraph 19 in the contract?</p> <p>16 MR. ROYAL: Object to the form.</p> <p>17 MR. GALLIHER: You can answer.</p> <p>18 THE WITNESS: That the two parties would have</p> <p>19 no business relationship other than what was defined in</p> <p>20 this document.</p> <p>21 BY MR. GALLIHER:</p> <p>22 Q. All right. Now, you indicated -- it's my</p> <p>23 understanding, and I want you to correct me if I'm</p> <p>24 wrong, that Ms. Sekera -- during her time working for</p> <p>25 Brand Vegas, I think we've determined it was about a</p>	<p>1 for the location or how did it work?</p> <p>2 A. It was a minimum and then a participation. So</p> <p>3 we guaranteed them a certain minimum monthly rent for</p> <p>4 the space, and then if we exceeded a certain number of</p> <p>5 sales, they were allowed to participate in that revenue</p> <p>6 at a percentage basis.</p> <p>7 Q. Okay. And similar to the way that you paid</p> <p>8 your employees? Meaning, they got a base and then they</p> <p>9 got a percentage of the net?</p> <p>10 A. Yes, similar in that way.</p> <p>11 Q. And were those locations utilized in</p> <p>12 furtherance of the business of Brand Vegas?</p> <p>13 A. The three specific locations at the Grand Canal</p> <p>14 Shoppes?</p> <p>15 Q. Yes.</p> <p>16 A. Yes.</p> <p>17 Q. To your knowledge, did employees of the</p> <p>18 Venetian -- and when I say -- just so we are clear, I'm</p> <p>19 talking about people that were either recruited or</p> <p>20 interviewed and hired by the Venetian who were paid by</p> <p>21 the Venetian, did any of those folks ever work in any of</p> <p>22 those kiosks?</p> <p>23 A. No, sir.</p> <p>24 Q. Does Brand Vegas hold any business licenses?</p> <p>25 A. Yes.</p>

Page 65	Page 67
<p>1 Q. How many?</p> <p>2 A. Two or three, as defined by the Secretary of</p> <p>3 State.</p> <p>4 Q. Does Brand Vegas hold a license as an</p> <p>5 administrative support services Group 1 with Clark</p> <p>6 County, Nevada?</p> <p>7 A. It may very well.</p> <p>8 MR. GALLIHER: Here, Mike.</p> <p>9 BY MR. GALLIHER:</p> <p>10 Q. So -- and I can mark these. I only have one</p> <p>11 copy.</p> <p>12 MR. ROYAL: That's okay.</p> <p>13 BY MR. GALLIHER:</p> <p>14 Q. So what I've got here, I've got some printouts</p> <p>15 and they show an entity called Brand Vegas located at</p> <p>16 Suite 305, 3130 South Rainbow Boulevard, Las Vegas 89146</p> <p>17 with a business telephone of (702) 538-9000.</p> <p>18 A. That's correct.</p> <p>19 Q. Is that the business that you're the CEO of?</p> <p>20 A. That is.</p> <p>21 Q. Okay. So according to, as of today, the Clark</p> <p>22 County, Nevada, website, that entity holds three</p> <p>23 business licenses in -- one is -- it says, "Admin and</p> <p>24 Support Services Group 3," one says, "Admin and Support</p> <p>25 Services Group 1," and the other one says, "Professional</p>	<p>1 A. November 2016? Four.</p> <p>2 Q. Okay. And the purpose of that -- the main</p> <p>3 purpose of those employees is to further the business of</p> <p>4 Brand Vegas, LLC; correct?</p> <p>5 A. In an administrative capacity, yes.</p> <p>6 Q. Perfect. Okay.</p> <p>7 I wanted to clarify some of the things you told</p> <p>8 us earlier.</p> <p>9 Am I correct in my understanding that the kiosk</p> <p>10 locations, specifically the ones in the Grand Canal</p> <p>11 Shoppes, they don't communicate directly with -- if</p> <p>12 there's a problem, if there's a concern, they don't</p> <p>13 communicate directly with the box office of the Venetian</p> <p>14 or any other property, they would communicate with</p> <p>15 either Mr. Peterson or somebody at the headquarters, and</p> <p>16 then that individual would presumably make contact with</p> <p>17 the partner company and work to resolve the issue?</p> <p>18 Is that how it works?</p> <p>19 A. In the vast majority of transactions, yes.</p> <p>20 Q. Earlier in your testimony, you reference an ad</p> <p>21 hoc conversation.</p> <p>22 Do you remember that testimony?</p> <p>23 A. Refresh me, please.</p> <p>24 Q. It was in regard to when you were telling</p> <p>25 Mr. Royal about the lost data problem when you made the</p>
Page 66	Page 68
<p>1 Scientific and Technical Services Group 2."</p> <p>2 Now, I can tell by your face, and I get it,</p> <p>3 that this might be more technical information than you</p> <p>4 keep in your head on a daily basis, but do you have any</p> <p>5 reason to dispute this information?</p> <p>6 A. No, I do not.</p> <p>7 Q. Okay. Now, the property -- or the -- I think</p> <p>8 Mr. Royal called it the headquarters, that's the Suite</p> <p>9 305 at 3130 South Rainbow Boulevard?</p> <p>10 A. That's correct.</p> <p>11 Q. Is that property owned by Rainbow Professional</p> <p>12 Plaza, LLC?</p> <p>13 A. To the best of my knowledge, yes.</p> <p>14 Q. Does Brand Vegas have a rental or a lease</p> <p>15 agreement with either Rainbow Professional Plaza, LLC,</p> <p>16 or some agent of it?</p> <p>17 A. Yes.</p> <p>18 Q. And how long has that agreement been in place?</p> <p>19 A. I believe now we're in our fifth year.</p> <p>20 Q. Okay. And how many employees are typically</p> <p>21 located in that location, for lack of a better term, for</p> <p>22 business purposes?</p> <p>23 A. At what point in time?</p> <p>24 Q. That's a good question. Let's go back to</p> <p>25 November of 2016.</p>	<p>1 data transfer when you changed your system.</p> <p>2 A. Okay.</p> <p>3 Q. Do you recall that testimony now?</p> <p>4 A. Yes.</p> <p>5 Q. Who was that conversation with?</p> <p>6 A. Mr. Royal.</p> <p>7 Q. Okay. And when did that conversation occur?</p> <p>8 A. Best estimate?</p> <p>9 Q. Yes, sir.</p> <p>10 A. Six months ago.</p> <p>11 Q. Now, this is going to sound like a crazy</p> <p>12 question, so I'm giving you a warning right upfront, but</p> <p>13 does Brand Vegas, LLC, do they hold a contractors</p> <p>14 license under Chapter 624 of the Nevada Revised</p> <p>15 Statutes?</p> <p>16 A. Not to my knowledge.</p> <p>17 Q. I told you it was going to be a crazy question.</p> <p>18 MR. GALLIHER: That's all I have.</p> <p>19</p> <p>20 EXAMINATION</p> <p>21 BY MR. ROYAL:</p> <p>22 Q. Were the kiosks at the Grand Canal Shoppes in</p> <p>23 2015 and '16, were they utilized to advance in any way</p> <p>24 the interest of the Venetian as it relates to their</p> <p>25 shows and events?</p>

Page 69	Page 71
<p>1 MR. GALLIHER: Speculation. Foundation.</p> <p>2 THE WITNESS: Yes.</p> <p>3 BY MR. ROYAL:</p> <p>4 Q. And how so?</p> <p>5 A. In the context the Venetian was one of numerous</p> <p>6 clients and we advanced all their -- we attempted to</p> <p>7 facilitate the sale of their products uniformly.</p> <p>8 Q. You want the relationship to work out; right?</p> <p>9 A. Of course.</p> <p>10 Q. I mean, it's like anything else. I mean, the</p> <p>11 more successful you are in furthering the interest of</p> <p>12 those with whom you have contracts with, the better</p> <p>13 business for both entities?</p> <p>14 A. That's correct.</p> <p>15 Q. So you wanted at least -- insofar as the</p> <p>16 business model that you had, you wanted all of your</p> <p>17 employees at these kiosks to keep in mind that a big</p> <p>18 part of their job is to further the interest of those</p> <p>19 contracting entities where they're selling tickets for?</p> <p>20 I'm not sure I said that eloquently, but --</p> <p>21 A. That's correct.</p> <p>22 MR. GALLIHER: Object to the form.</p> <p>23 BY MR. ROYAL:</p> <p>24 Q. Do you understand what I -- that was kind of</p> <p>25 a --</p>	<p>1 of conduct.</p> <p>2 Remember that testimony?</p> <p>3 A. I do.</p> <p>4 Q. And just for the record, if you need to look at</p> <p>5 it again, it's on -- I think it's on the very last page</p> <p>6 of that packet. It's Bates-stamped VEN 1103.</p> <p>7 A. I have it.</p> <p>8 Q. And he asked you what your understanding was or</p> <p>9 what that meant and I wanted to ask you: Where did you</p> <p>10 get that understanding that you gave earlier?</p> <p>11 A. I read the words.</p> <p>12 Q. Okay. Now, just so I'm clear, the code of</p> <p>13 conduct, that was part of the contract between BV, LLC,</p> <p>14 and Venetian; right?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Just so I'm clear, Joyce Sekera was not</p> <p>17 a party to that contract, was she?</p> <p>18 MR. ROYAL: Objection. Form.</p> <p>19 THE WITNESS: No.</p> <p>20 BY MR. GALLIHER:</p> <p>21 Q. Okay. Have you -- as part of either this</p> <p>22 litigation or generally, have you on behalf of BV,</p> <p>23 LLC -- and I say "BV," Brand Vegas, because I get tired</p> <p>24 of screwing up all the time -- did you ever make a</p> <p>25 determination that Brand Vegas, LLC, breached this</p>
Page 70	Page 72
<p>1 A. I do.</p> <p>2 Q. -- messed-up question there, but in other</p> <p>3 words, you wouldn't want your kiosk -- you wouldn't have</p> <p>4 wanted your kiosk employees in 2015 and '16 to be doing</p> <p>5 things that would turn people -- potential clients off,</p> <p>6 right, because you want them to answer questions, you</p> <p>7 want them to represent well so that if the people are</p> <p>8 inclined to buy a ticket, they'll buy it through Brand</p> <p>9 Vegas?</p> <p>10 A. That is correct.</p> <p>11 Q. Are you in the entertainment industry?</p> <p>12 A. Only in the manner that we provide ticketing</p> <p>13 services.</p> <p>14 Q. Right. So you're not putting on shows?</p> <p>15 A. No, sir.</p> <p>16 Q. Okay. So if -- would it be fair to say that</p> <p>17 you're connected to the entertainment industry at all?</p> <p>18 A. Ticketing and ticket sales are a part of the</p> <p>19 entertainment industry.</p> <p>20 MR. ROYAL: I think that's all.</p> <p>21 MR. GALLIHER: I have a quick follow-up.</p> <p>22</p> <p>23 EXAMINATION</p> <p>24 BY MR. GALLIHER:</p> <p>25 Q. Mr. Royal asked you about Section 5 of the code</p>	<p>1 provision, No. 5?</p> <p>2 A. No, sir.</p> <p>3 Q. Okay. Do you have an opinion about whether or</p> <p>4 not Brand Vegas has fulfilled all of its obligations</p> <p>5 under its contract with the Venetian?</p> <p>6 A. I do.</p> <p>7 Q. What's that opinion?</p> <p>8 A. We have.</p> <p>9 Q. Has anyone from the Venetian ever contacted you</p> <p>10 on behalf of Brand Vegas, LLC, and suggested to you that</p> <p>11 Brand Vegas was in violation of any of the provisions of</p> <p>12 the -- any contracts between Venetian and Brand Vegas,</p> <p>13 including Provision 5 of the code of conduct?</p> <p>14 A. No, sir.</p> <p>15 MR. GALLIHER: That's all I have.</p> <p>16 MR. ROYAL: All right. This will be quick.</p> <p>17</p> <p>18 EXAMINATION</p> <p>19 BY MR. ROYAL:</p> <p>20 Q. These contracts that we marked as Exhibit A to</p> <p>21 your affidavit, you didn't write them; is that correct?</p> <p>22 A. No, sir.</p> <p>23 Q. The provisions within them, when you talk --</p> <p>24 strike that.</p> <p>25 When you testified that you negotiated the</p>

Page 73

Page 75

contracts, were you talking about the general terms of the contract, such as how much is going to be paid, what kind of tickets are going to be produced, or are you talking about every single paragraph within the contract?

A. General terms: price, payment, if there was a letter of credit required. Broad business terms.

Q. All right. And Ms. Sekera, she was an employee of Brand Vegas working in furtherance of these ticket brokering agreements that are marked as Exhibit A of your affidavit; is that correct?

MR. GALLIHER: Asked and answered.

THE WITNESS: That's correct.

MR. ROYAL: Thank you.

THE COURT REPORTER: Mr. Galliher, are you going to need a copy of the transcript?

MR. GALLIHER: Yes, please. Electronic.

(The proceedings concluded at 3:29 p.m.)

REPORTER'S CERTIFICATE

STATE OF NEVADA)

ss:
COUNTY OF CLARK)

I, Blanca I. Cano, CCR No. 861, RPR, do hereby
declare:

That I reported the taking of the deposition of
EDWARD R. DIROCCO, commencing on Tuesday, May 14, 2019.

That prior to being examined, the witness was by me duly sworn to testify the truth, the whole truth, and nothing but the truth.

That I thereafter transcribed my said shorthand notes into typewriting and that the typewritten transcript is a complete, true, and accurate transcription of my said shorthand notes, and that a request has been made to review the transcript.

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

IN WITNESS WHEREOF, I have set my hand in my
office in the County of Clark, State of Nevada, this
24th day of May 2019.

Blanca I. Cano, CCR No. 861, RPR

Page 74

CERTIFICATE OF DEPONENT

PAGE	LINE	CHANGE	REASON
------	------	--------	--------

[illegible]

* * * * *

I, Edward R. DiRocco, deponent herein, do certify and declare under penalty of perjury the within and foregoing transcription to be my deposition in said action; that I have read, corrected and do hereby affix my signature to said deposition.

EDWARD R. DIROCCO, Deponent

This _____ day of _____, 2019.

EXHIBIT “M”

HUTCHISON & STEFFEN

A PROFESSIONAL CORPORATION

LAKES BUSINESS PARK
8831 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117

1 ORDER
2 Mark A. Hutchison (4639)
3 James P. Jensen (7763)
4 HUTCHISON & STEFFEN, LTD.
5 Lakes Business Park
6 8831 West Sahara Avenue
7 Las Vegas, Nevada 89117
8 (702) 385-2500
9 (702) 385-2086 Fax

6 Attorneys for Third-Party Defendant
7 SPECIAL OPERATIONS
8 ASSOCIATES, INC.

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 ROBERTA BROOKS-HANDLER,
11 Plaintiff,

12 vs.

13 VENETIAN CASINO RESORT, L.L.C., a
14 Nevada Corporation dba THE VENETIAN
15 RESORT-HOTEL CASINO; AVW AUDIO
16 VISUAL, INC., a Foreign corporation; dba
17 AVW TELAVE AUDIO VISUAL
18 SOLUTIONS; PRODUCTION RESOURCE
19 GROUP, L.L.C., a Foreign corporation, dba
20 FOURTH PHASE; INTERFACE GROUP-
21 NEVADA, INC., a Nevada corporation, dba
22 SANDS EXPO & CONVENTION CENTER;
23 RAMADA FRANCHISE SYSTEMS, INC., a
24 Foreign corporation; and DOES I through X,
25 and ROE CORPORATIONS I through X,
26 inclusive,

21 Defendants.

22 VENETIAN CASINO RESORT, L.L.C., a
23 Nevada Corporation dba THE VENETIAN
24 RESORT-HOTEL CASINO, and
25 INTERFACE GROUP-NEVADA, INC., a
26 Nevada corporation, dba SANDS EXPO &
27 CONVENTION CENTER,

26 Cross-Claimants,

27 vs.

28 RAMADA FRANCHISE SYSTEMS, INC., a

FILED

SEP 4 12 24 PM '03

Shirley E. Langston
CLERK

CASE NO. A467123

DEPT. NO. XV

ORDER

Date of Hearing: August 14, 2003
Time of Hearing: 9:00 a.m.

EXHIBIT "A"

foreign corporation; AVW AUDIO VISUAL, INC., a foreign corporation; and PRODUCTION RESOURCE GROUP, INC., a foreign limited liability company,

Cross-Defendants.

VENETIAN CASINO RESORT, L.L.C., a Nevada Corporation dba THE VENETIAN RESORT-HOTEL CASINO, and INTERFACE GROUP-NEVADA, INC., a Nevada corporation, dba SANDS EXPO & CONVENTION CENTER,

Third-Party Plaintiffs,

vs.

SPECIAL OPERATIONS ASSOCIATES, INC. OF NEVADA, a Nevada corporation, dba SOA SECURITY; SOA EXPOSITION SERVICES, INC., a Nevada corporation; CONVENTION TECHNICAL SERVICES, INC., a California corporation, and DOES I-X, and ROE ENTITIES I-X,

Third-Party Defendants.

This matter having come before this Court, the Honorable Sally Lochrer presiding, upon Third-Party Defendant Special Operations Associates, Inc.'s Motion to Dismiss Plaintiff's Complaint, the Court having considered Third Party Defendant's motion, Plaintiff's opposition, the joinders of multiple defendants, and the parties' other moving papers, the Court having heard oral argument thereon, and good cause appearing;

THE COURT FINDS AS A MATTER OF LAW that Plaintiff is precluded by the provisions of NRS 616 from pursuing her claims against all persons or entities legally related to Plaintiff's employer through the extension of express and/or implied agreements concerning the convention at which Plaintiff allegedly sustained an injury while in the course and scope of her employment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Third-Party Defendant Special Operations Associates, Inc.'s Motion to Dismiss Plaintiff's Complaint is

HUTCHISON STEFFEN

A PROFESSIONAL CORPORATION

LAKE BUSINESS PARK
8831 WEST SAHARA AVENUE
LAS VEGAS, NEVADA 89117

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

GRANTED; and

IT IS THEREFORE ORDERED that Plaintiff's Complaint be dismissed with prejudice;
and

IT IS THEREFORE ORDERED that all related cross-claims and third-party claims be
dismissed with prejudice.


DATED this 7 day of ^{Sept.} August, 2003.

SALLY LOEHREN

DISTRICT JUDGE

Submitted by:

HUTCHISON & STEFFEN, LTD.


Mark A. Hutchison
James P. Jensen
Lakes Business Park
8831 West Sahara Avenue
Las Vegas, NV 89117
Attorneys for Third-Party Defendant
Special Operations Associates, Inc.

251 a - 1000

EXHIBIT “N”

FILED

OCT 7 11 32 PM '03

Shirley E. Langston
CLERK

COHEN, JOHNSON, DAY, JONES & ROYAL
4475 South Pecos Road
Las Vegas, NV 89121
(702) 454-2111

1 ORD
2 MICHAEL A. ROYAL, ESQ.
3 Nevada Bar No. 4370
4 COHEN, JOHNSON, DAY, JONES & ROYAL
5 4475 South Pecos Road
6 Las Vegas, NV 89121
7 (702) 454-2111
8 Attorneys for Defendants/Cross-Claimants/
9 Third-Party Plaintiffs Venetian Casino
10 Resort, LLC, dba The Venetian Resort-Hotel-
11 Casino, and Interface Group-Nevada, Inc., dba
12 Sands Expo & Convention Center

DISTRICT COURT

CLARK COUNTY, NEVADA

10 ROBERTA BROOKS-HANDLER,

11 Plaintiff,

12 vs.

13 VENETIAN CASINO RESORT, L.L.C., a
14 Nevada corporation, dba THE VENETIAN
15 RESORT-HOTEL CASINO; AVW
16 AUDIO VISUAL, INC., a Foreign
17 corporation, dba AVW TELAVE AUDIO
18 VISUAL SOLUTIONS; PRODUCTION
19 RESOURCE GROUP, L.L.C., a Foreign
20 corporation, dba FOURTH PHASE;
21 INTERFACE GROUP-NEVADA, INC., a

22 Nevada corporation, dba SANDS EXPO
23 & CONVENTION CENTER; RAMADA
24 FRANCHISE SYSTEMS, INC., a Foreign
25 corporation; and DOES I through X
26 and ROE CORPORATIONS I through X,
27 inclusive,

28 Defendants.

29 VENETIAN CASINO RESORT, L.L.C., a
30 Nevada corporation, dba THE VENETIAN
31 RESORT-HOTEL CASINO, and
32 INTERFACE GROUP-NEVADA, INC., a
33 Nevada corporation, dba SANDS EXPO &
34 CONVENTION CENTER,

35 Cross-Claimants,

Case No. A467123
Dept. No. XV

ORDER

1)
2 vs.)
3)
4 RAMADA FRANCHISE SYSTEMS,)
5 INC., a foreign corporation; AVW AUDIO)
6 VISUAL, INC., a foreign corporation; and)
7 PRODUCTION RESOURCE GROUP,)
8 INC., a foreign limited liability company,)
9)
10 Cross-Defendants.)
11)

12)
13 VENETIAN CASINO RESORT, L.L.C., a)
14 Nevada corporation, dba THE VENETIAN)
15 RESORT-HOTEL CASINO, and)
16 INTERFACE GROUP-NEVADA, INC., a)
17 Nevada corporation, dba SANDS EXPO &)
18 CONVENTION CENTER,)
19)
20 Third-Party Plaintiffs)
21)

22 vs.)
23)
24 SPECIAL OPERATIONS ASSOCIATES,)
25 INC. OF NEVADA, a Nevada)
26 corporation, dba SOA SECURITY; SOA)
27 EXPOSITION SERVICES, INC., a Nevada)
28 corporation; CONVENTION TECHNICAL)
SERVICES, INC., a California corporation,)
and DOES I-X, and ROE ENTITIES I-X,)
Third-Party Defendants.)

19
20 THIS MATTER HAVING COME ON for hearing on the 30th day of September, 2003, on
21 Plaintiff ROBERTA BROOKS-HANDLER's MOTION FOR RECONSIDERATION ON ORDER
22 SHORTENING TIME, Lisa M. Anderson, Esq., appearing on behalf of Plaintiff ROBERTA
23 BROOKS-HANDLER, Michael A. Royal, Esq., appearing on behalf of VENETIAN CASINO
24 RESORT, L.L.C., dba THE VENETIAN RESORT-HOTEL CASINO, and INTERFACE GROUP-
25 NEVADA, INC., dba SANDS EXPO & CONVENTION CENTER, Paul J. Vames, Esq., appearing
26 on behalf of RESOURCE GROUP, LLC, dba FOURTH PHASE, Brian P. Clark, Esq., appearing on
27 behalf of AVW AUDIO VISUAL, INC., dba AVW TELAVE AUDIO VISUAL SOLUTIONS, James
28

J. Pisanelli, Esq., appearing on behalf of RAMADA FRANCHISE SYSTEMS, INC., Byron L. Ames, Esq., appearing on behalf of CONVENTION TECHNICAL SERVICES, INC., and James P. Jensen, Esq., appearing on behalf of SPECIAL OPERATIONS ASSOCIATES, INC. OF NEVADA, and the Court heard the arguments of counsel and having examined the records and documents on file in the above-entitled matter and being fully advised in the premises;

IT IS HEREBY ORDERED that Plaintiff's Motion for Reconsideration on Order Shortening Time is hereby GRANTED.

IT IS HEREBY FURTHER ORDERED that the Court's previous Order of September 4, 2003, dismissing the Complaint with prejudice, is hereby **AFFIRMED**, the Court, in reliance upon *Hays Home Delivery, Inc. v. Employers Ins. Co. of Nevada*, 117 Nev. 678, 31 P.3d 367, 370 (2001) (citing *Meers v. Haughton Elevator*, 101 Nev. 283, 701 P.2d 1006 (1985)), finding that work performed by all parties herein "is obviously a subcontracted fraction of a main contract" between RAMADA FRANCHISE SYSTEMS, INC., and VENETIAN CASINO RESORT, L.L.C., and that, accordingly,

/ / /

///

111

1 the Plaintiff is precluded from filing a third-party liability action against any of the adverse parties
2 herein under the Nevada Industrial Insurance Act, which provides workers' compensation as her sole
3 remedy under the circumstances.

4 DATED this ____ day of OCT 07 2003, 2003.

6 **SALLY LOEHNER**

7
8 DISTRICT JUDGE

9 Submitted by:
10 COHEN, JOHNSON, DAY, JONES & ROYAL

11 By 

12 Michael A. Royal, Esq.
13 Nevada Bar No. 4370

14 4475 S. Pecos Road
15 Las Vegas, NV 89121

16 Attorneys for VENETIAN CASINO RESORT, LLC,
17 dba VENETIAN RESORT HOTEL CASINO, and
18 INTERFACE GROUP-NEVADA, INC., dba
19 SANDS EXPO & CONVENTION CENTER
20
21
22
23
24
25
26
27
28

EXHIBIT “O”

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERTA BROOKS-HANDLER,
Appellant,

vs.

VENETIAN CASINO RESORT, LLC, A
NEVADA CORPORATION, D/B/A
VENETIAN RESORT-HOTEL CASINO;
AVW AUDIO VISUAL, INC., A
FOREIGN CORPORATION, D/B/A AVW
TELAVE AUDIO VISUAL SOLUTIONS;
PRODUCTION RESOURCE GROUP,
L.L.C., A FOREIGN CORPORATION,
D/B/A FOURTH PHASE; INTERFACE
GROUP-NEVADA, INC., A NEVADA
CORPORATION, D/B/A SANDS EXPO &
CONVENTION CENTER; RAMADA
FRANCHISE SYSTEMS, INC., A
FOREIGN CORPORATION; SPECIAL
OPERATIONS ASSOCIATES; AND
CONVENTION TECHNICAL
SERVICES,
Respondents.

No. 42160

FILED

JUN 15 2005

JANETTE M. BLOOM
CLERK OF SUPREME COURT
BY *J. R. [Signature]*
CHIEF DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART AND
REMANDING

This is an appeal from a district court order dismissing a personal injury action. Eighth Judicial District Court, Clark County; Sally L. Loehrer, Judge.

While employed with Special Operations Associates (SOA), Roberta Brooks-Handler was walking across ballroom G in the Venetian Casino Resort (Venetian) when she tripped on some electrical power cords used for the Ramada/Rina annual conference (the Conference) being conducted by Ramada Franchise Systems, Inc. (Ramada). She sustained injuries and incurred medical bills in excess of \$10,000. Brooks-Handler

received compensation for her injuries under the workers' compensation structure provided by the Nevada Industrial Insurance Act (NIIA). Brooks-Handler then brought a negligence claim against all named defendants in this instance, claiming their negligence directly or indirectly caused her injuries.

The district court dismissed the complaint concluding as a matter of law that provisions of the NIIA precluded Brooks-Handler from pursuing her negligence claim. Specifically, the district court held that all named entities were "legally related to [Brooks-Handler's] employer through the extension of express and/or implied agreements concerning the convention at which [Brooks-Handler] allegedly sustained an injury while in the course and scope of her employment." The district court affirmed its earlier order dismissing the complaint, "finding that work performed by all parties herein 'is obviously a subcontracted fraction of a main contract' between [Ramada] and [Venetian]." This appeal follows.

The district court properly dismissed Brooks-Handler's claims against SOA, Ramada and Venetian under the NIIA.

In reviewing orders granting motions to dismiss, this court considers "whether the challenged pleading sets forth allegations sufficient to establish the elements of a right to relief."¹ In making its determination, this court is to accept all factual allegations in the complaint as true.²

The district court held as a matter of law that Brooks-Handler was precluded by the NIIA from pursuing her claims against "all persons

¹Nevada Power Co. v. Haggerty, 115 Nev. 353, 358, 989 P.2d 870, 873 (1999).

²Id. at 358, 989 P.2d at 873.

or entities legally related to [Brooks-Handler's] employer through the extension of express and/or implied agreements concerning the [Conference]."

The NILA, as codified in NRS Chapters 616A to 616D, governs workers' compensation in Nevada.³ The NILA relieves employers from liability for recovery of damages or other compensation for workplace injuries that are covered by the act.⁴ This remedy is exclusive.⁵ When a claimant accepts a final NILA award for compensation of injuries sustained, such award acts as an accord and satisfaction of common law rights, extinguishing any common law right the employee may have had against the employer.⁶

Employees may seek compensation in tort for workplace injuries against persons or entities not deemed to be the statutory employer or persons in the same employ.⁷ The industrial insurance system in Nevada is "uniquely different" from other states, in that subcontractors and independent contractors are accorded the same status as "employees."⁸ Thus, immunity provided by the NILA covers "all

³NRS 616A.005, 616A.020.

⁴NRS 616B.612(4).

⁵Frith v. Harrah South Shore Corp., 92 Nev. 447, 452, 552 P.2d 337, 340 (1976); see also NRS 616A.020.

⁶Arteaga v. Ibarra, 109 Nev. 772, 776, 858 P.2d 387, 390 (1993).

⁷NRS 616C.215(2).

⁸Aragonez v. Taylor Steel Co., 85 Nev. 718, 720, 462 P.2d 754, 755-56 (1969).

employees working for, or under, the principal contractor."⁹ The provisions of the NIIA are construed to include sub-subcontractors as well as subcontractors and independent contractors.¹⁰

For the purposes of the NIIA, an employee is defined as "every person in the service of an employer under any appointment or contract of hire."¹¹ Independent contractor is defined as "any person who renders service for a specified recompense for a specified result, under the control of his principal as to the result of his work only and not as to the means by which such result is accomplished."¹² Under the NIIA, "[e]xcept as otherwise provided . . . subcontractors, independent contractors and the employees of either shall be deemed to be employees of the principal contractor."¹³ A principal contractor is an entity that coordinates the work on a project, contracts for the completion of the entire project, contracts for the services of any subcontractor or independent contractor on the project, or is responsible for the payment of subcontractors or independent contractors.¹⁴

⁹Stolte, Inc. v. District Court, 89 Nev. 257, 259, 510 P.2d 870, 871 (1973).

¹⁰Id.

¹¹NRS 616A.105.

¹²NRS 616A.255.

¹³NRS 616A.210(1).

¹⁴NRS 616A.285.

The test delineated in Meers v. Haughton Elevator,¹⁵ and codified at NRS 616B.603, is inapplicable to subcontracted fractions of a main contract.¹⁶ When a contract is clearly a subcontracted portion of a main contract, the contracting businesses are the "same trade" and are shielded by the large grant of protection provided by the NILA and NRS 616A.020.¹⁷

Here, contractual relationships exist between Ramada, Venetian, and SOA. The main contract for the convention was between Ramada and Venetian. The record is devoid of the contract creating the basis for the remaining contractual relationships. In particular, the contracts between Ramada and SOA, and between Ramada and Sands Expo and Convention Center (Sands) are not in the record, nor is the sub-contract between Sands and Telave Audio Visual Solutions (Telave). Sub-contracts between Sands and Production Resource Group (PRG) and between Sands and Convention Technical Services (CTS) are found in the

¹⁵101 Nev. 283, 286, 701 P.2d 1006, 1007 (1985); codified at NRS 616B.603.

¹⁶Meers, 101 Nev. at 286, 701 P.2d at 1007 (stating "[t]he test (except in cases where the work is obviously a subcontracted fraction of the main contract) is whether that indispensable activity is, in that business, normally carried on through employees rather than independent contractors." (quoting Bassett Furniture Industries, Inc. v. McReynolds, 224 S.E.2d 323, 326 (Va. 1976) (second emphasis added)) (first emphasis added)).

¹⁷NRS 616A.020(1) states in pertinent part: "[t]he rights and remedies provided in chapters 616A to 616D, inclusive, of NRS for an employee on account of an injury by accident sustained arising out of and in the course of the employment shall be exclusive, except as otherwise provided. . . ."

record. In order to provide an extension of the exclusive remedy provided by the NIA to SOA, PRG, CTS Sands, and Telave, the necessary link between those parties and Ramada must be evidenced. That evidence would be the contractual agreement between Ramada and Sands, and any other relevant contract that establishes the relationship of the parties as subcontractors of Ramada.

Brooks-Handler's contentions that the actions of the parties created a joint venture and that joint employer immunity does not extend beyond the construction context are both without merit. This court has held that when companies combine their efforts in partnerships for specific purposes, so long as one of the partners maintains workers' compensation insurance, all of the partners and co-employers are entitled to the exclusive remedy protection of the NIA.¹⁸ This partnership need not be a "formal partnership" in order for immunity from liability to lie.¹⁹ Further, the Meers test has consistently been applied to non-construction cases.²⁰

CONCLUSION

The record is clear that contractual relationships existed between Ramada, and Venetian, and there is no dispute that Ramada contracted with SOA. Thus the reasoning of the district court is affirmed. In particular, Ramada and Venetian are protected from liability, for

¹⁸Haertel v. Solnshine Carpet Co., 104 Nev. 331, 335, 757 P.2d 364, 367 (1988).

¹⁹Id.

²⁰See Harris v. Rio Hotel & Casino, 117 Nev. 482, 493, 25 P.3d 206, 213 (2001); see also Tucker v. Action Equip. and Scaffold Co., 113 Nev. 1349, 1356, 951 P.2d 1027, 1031 (1997).

Ramada was required to pay workers' compensation insurance premiums in compliance with the NIIA, and it is clear through the contract contained in the record Venetian is a subcontractor to Ramada, and thus shielded from liability.

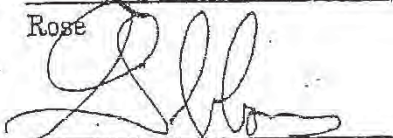
However, the record does not contain the contracts between Ramada and SOA, Ramada and Sands, or the contract between Sands and Telave; therefore, the case is remanded for further factual findings to determine whether a contract existed under which SOA and Sands may be considered a co-employees, thus shielding them, and all other subcontractors, sub-subcontractors, and independent contractors from liability by the exclusive remedy provisions of the NIIA. Such a determination will also assist in the determination of whether such protection is extended to PRG, CTS, and Telave based on the contractual relationship between those entities and Sands.

Accordingly we,

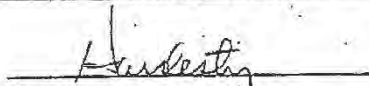
ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.


Rose

J.


Gibbons

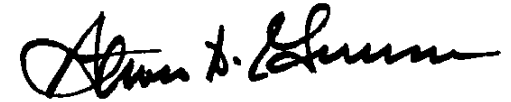
J.


Hardesty

J.

cc: Hon. Sally L. Loehrer, District Judge
Greenman Goldberg Raby & Martinez
Fennemore Craig
Hutchison & Steffen, Ltd.
Jones Vargas/Las Vegas
Royal, Jones, Dunkley & Wilson
Schreck Brignone/Las Vegas
Selman Breitman, LLP
Tharpe & Howell
Clark County Clerk

EXHIBIT “P”



CLERK OF THE COURT

ORD

Michael A. Royal, Esq.
Nevada Bar No. 4370

ROYAL & MILES LLP

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

ANDREA GOGOLOS, an Individual,

Plaintiff,

vs.

THE VENETIAN LAS VEGAS RESORT AND
CASINO; VENETIAN CASINO RESORT,
LLC, a Nevada Limited Liability Company;
LAS VEGAS SANDS, LLC, a Nevada Limited
Liability Corporation; ENCORE
PRODUCTIONS, INC., a Foreign Corporation;
and DOES I through X, inclusive; ROES I
through X, inclusive,

Defendants.

VENETIAN CASINO RESORT, LLC, a
Nevada limited liability company,

Cross-Claimant,

vs.

ENCORE PRODUCTIONS, INC., a Nevada
corporation,

Cross-Defendant.

CASE NO.: A691678
DEPT. NO.: XXIII

**FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER GRANTING
SUMMARY JUDGMENT**

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

1 The above matter having come before the court for hearing on February 3, 2015 on a MOTION
2 FOR DISMISSAL OR, ALTERNATIVELY, FOR SUMMARY JUDGMENT PURSUANT TO THE
3 NEVADA INDUSTRIAL INSURANCE [ACT] WHICH PROVIDES ALL VENETIAN
4 DEFENDANTS WITH IMMUNITY FROM THIRD PARTY LIABILITY, filed by Defendants
5 VENETIAN CASINO RESORT, LLC, LAS VEGAS SANDS, LLC, and THE VENETIAN LAS
6 VEGAS RESORT AND CASINO (collectively hereinafter referenced as "*VENETIAN*"), and joined
7 by Defendant ENCORE PRODUCTIONS, INC. ("*ENCORE*"), to which Plaintiff ANDREA
8 GOGOLOS filed an opposition. The parties were represented as follows: Michael A. Royal, Esq., of
9 ROYAL & MILES LLP, appearing on behalf of Defendant VENETIAN, Brian P. Clark, Esq., of
10 CLARK McCOURT, appearing on behalf of Defendant ENCORE and David Mincin, Esq., of
11 MINCIN LAW PLLC, appearing on behalf of Plaintiff ANDREA GOGOLOS ("*GOGOLOS*"). Upon
12 full review of the motion and all related responses thereto, following oral argument, having been fully
13 advised on the facts and law, the Court finds, concludes and orders as follows:
14
15

16 **FINDINGS OF FACT**

17 1. Defendant VENETIAN and Hewlett-Packard ("*HP*") entered into an Event Agreement
18 for VENETIAN to host the *HP 2012 Sales Kick Off* at the VENETIAN in November 2011.

19 2. The Event Agreement expressly required that HP provide workers compensation
20 insurance coverage for its employees involved in the *HP 2012 Sales Kick Off*.

21 3. The Event Agreement further provided that HP and its employees would adhere to
22 Defendant VENETIAN's convention policies and procedures.

23 4. Defendants VENETIAN and ENCORE had a contract providing that ENCORE would
24 be a preferred provider of audio/visual services for VENETIAN convention clients.

25 5. Defendant ENCORE provided certain audio/visual services under contract for both
26 Defendant VENETIAN and HP during the *HP 2012 Sales Kick Off* in November 2011.
27
28

1 6. HP had planned for a sales meeting to occur in the Delfino room of the VENETIAN
2 convention area on the morning of November 18, 2011.

3 7. Plaintiff GOGOLOS was identified by HP as one of the persons scheduled to make a
4 presentation at the meeting in the Delfino room on the morning of November 18, 2011.

5 8. Plaintiff GOGOLOS entered the Delfino room at approximately 7:15 a.m. on November
6 18, 2011 and claims to have received permission from an unidentified white male audio/visual
7 technician in his thirties (30's) to leave her luggage and other personal items by the audio/visual table
8 in the Delfino room while she walked to the Sands Expo & Convention Center to get some breakfast
9 before the HP meeting.
10

11 9. Plaintiff GOGOLOS claims that as she turned to exit the Delfino room after leaving her
12 luggage by the audio/visual table, she stepped onto an oriental area rug that she believes was placed
13 over an uncovered floor outlet box, causing her to twist her ankle and sustain injuries.
14

15 10. Plaintiff GOGOLOS filed for workers compensation as a result of the November 18,
16 2011 incident, which claim was accepted by HP's workers compensation insurer as an event occurring
17 in the course and scope of her employment for HP.

18 11. Plaintiff GOGOLOS has thus far received all benefits related to her workers
19 compensation claim to which she has been entitled.
20

21 12. Plaintiff GOGOLOS filed a Complaint against Defendants VENETIAN and ENCORE
22 on or about November 14, 2013, seeking damages for personal injuries sustained in the Delfino room
23 work related accident of November 18, 2011.

24 13. Defendant VENETIAN filed a Motion for Dismissal or, Alternative, for Summary
25 Judgment Pursuant to the Nevada Industrial Insurance [Act] Which Provides All Venetian Defendants
26 With Immunity From Third Party Liability on December 15, 2014.
27
28

14. Defendant ENCORE filed Defendant Encore Productions, Inc.'s Joinder in Defendant Venetian's Motion to Dismiss on January 5, 2015.

15. Plaintiff GOGOLOS filed Plaintiff's Opposition to Venetian's Motion for Summary Judgment (and Encore's Joinder)/Workers Comp Issues on January 8, 2015.

16. Defendant VENETIAN filed its Reply to Plaintiff's Opposition to Motion for Dismissal or, Alternatively, For Summary Judgment Pursuant to the Nevada Industrial Insurance [Act] Which Provides all Venetian Defendants With Immunity From Third Party Liability on January 20, 2015.

CONCLUSIONS OF LAW

1. The Court considered facts and evidence outside the pleadings; therefore, it has evaluated the present issues as a motion for summary judgment under NRCP 56.

2. There are no genuine issues of fact that preclude the Court from considering summary judgment under the law.

3. The subject incident within the Delfino room at or about 7:15 a.m. on November 18, 2011 occurred in the course and scope of Plaintiff GOGOLOS's employment for HP.

4. All work performed by the parties related to the *HP 2012 Sales Kick Off* arose out of the Event Agreement between Defendant VENETIAN and HP.

5. The Event Agreement between Defendant VENETIAN and HP was the “main contract” related to all activities associated with the *HP 2012 Sales Kick Off* convention held at the VENETIAN.

6. Plaintiff GOGOLOS's activities as a planned presenter for HP in the Delfino room of the VENETIAN convention area on November 18, 2011 was "obviously a subcontracted fraction of a main contract" as contemplated by the court in *Meers v. Haughton Elevator*, 101 Nev. 283, 285, 701 P.2d 1006, 1007 (1985).

7. Defendants VENETIAN and ENCORE had a legal contractual relationship with Plaintiff GOGOLOS's employer, HP, in force at the time of the subject incident.

1 8. Pursuant to the Event Agreement, HP was required to provide workers' compensation
2 insurance in order to hold the *HP 2012 Sales Kick Off* convention on the premises of Defendant
3 VENETIAN.

4 9. Defendants VENETIAN and ENCORE had a joint interest with HP in creating a
5 successful event for the *HP 2012 Sales Kick Off*, each playing an active role in both the phases of
6 planning and execution.

7
8 10. Plaintiff GOGOLOS was working pursuant to the Event Agreement, the "main
9 contract," at the time the subject incident occurred on November 18, 2011.

10 11. Plaintiff GOGOLOS was furthering the joint interests of her employer, HP, and
11 Defendants VENETIAN and ENCORE when the subject incident occurred on November 18, 2011.

12 12. Defendant ENCORE was under contract to Defendant VENETIAN to provide
13 audio/visual services for Venetian convention clients at the time of the subject incident.

14
15 13. Defendant ENCORE had provided audio/visual services for the *HP 2012 Sales Kick*
16 *Off* in November 2011 pursuant to the Event Agreement between Defendant VENETIAN and HP.

17 14. Defendant ENCORE's activities as a provider of audio/visual services for HP and
18 Defendant VENETIAN during the *HP 2012 Sales Kick Off* convention was "obviously a subcontracted
19 fraction of a main contract" as contemplated by the court in *Meers, supra*.

20 15. Defendants VENETIAN and ENCORE shared a common/joint interest with Plaintiff
21 GOGOLOS and her employer, HP, in assuring that the *HP 2012 Sales Kick Off* held at the VENETIAN
22 was a success.

23
24 16. The Event Agreement required HP to indemnify VENETIAN for damages arising from
25 acts of negligence associated with HP's operation of the *HP 2012 Sales Kick Off*, and further required
26 HP to have workman's compensation insurance coverage in place.

1 17. HP's compliance with the worker's compensation coverage provision of the Event
2 Agreement insured that Plaintiff GOGOLOS had work related benefits through HP's worker's
3 compensation insurer as a result of the subject incident.

4 18. By virtue of its efforts to ensure that Plaintiff GOGOLOS had coverage for work related
5 injuries occurring in the course and scope of her employment directly arising from the Event
6 Agreement, Defendants VENETIAN and ENCORE stand "in the shoes" of HP, Plaintiff's employer.
7 (See e.g., *Rio Hotel & Casino, Inc. v. Harris*, 117 Nev. 482, 495, 25 P.3d 206, 215 (2001).)
8

9 19. HP was an *employer* to Plaintiff, as defined under NRS 616A.230, and a *principal*
10 *contractor* in the Event Agreement, as defined under NRS 616A.285, at the time of the subject incident
11 and therefore immune from third party liability under the Nevada Industrial Insurance Act.

12 20. Defendant VENETIAN was a *principal contractor* in the Event Agreement, as defined
13 under NRS 616A.285, and is therefore immune from third party liability under the Nevada Industrial
14 Insurance Act.
15

16 21. Defendant ENCORE was a *subcontractor* under the Event Agreement, as defined under
17 NRS 616A.320, and is therefore immune from liability under the Nevada Industrial Insurance Act.

18 ///

19 ///

20 ///

21 ///

22

23

24

25

26

27

28

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, for the reasons outlined herein above, Defendant VENETIAN's Motion for Dismissal or, Alternatively, for Summary Judgment Pursuant to the Nevada Industrial Insurance [Act] Which Provides All Venetian Defendants With Immunity from Third Party Liability is GRANTED.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that summary judgment is likewise GRANTED to Defendant ENCORE by virtue of its Joinder to Defendant VENETIAN's motion for summary judgment.

DATED this ____ day of _____, 2015.

By _____
DISTRICT COURT JUDGE ACB

SUBMITTED BY:

ROYAL & MILES LLP

Michael A. Royal, Esq.
1522 W. Warm Springs Rd.
Henderson, NV 89014
*Counsel for Defendants
Venetian Casino Resort, LLC,
Las Vegas Sands, LLC, and
The Venetian Las Vegas Resort and Casino*

REVIEWED AS TO FORM AND CONTENT:

MINCIN LAW PLLC

David Mincin, Esq.
528 S. Casino Center, #325
Las Vegas, NV 89101
Attorneys for Plaintiff

CLARK McCOURT LLC

Brian P. Clark
Brian P. Clark, Esq.
7671 Prairie Falcon Rd., Suite 120
Las Vegas, NV 89128
*Attorneys for Defendant
Encore Productions, Inc.*

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, for the reasons outlined herein above, Defendant VENETIAN's Motion for Dismissal or, Alternatively, for Summary Judgment Pursuant to the Nevada Industrial Insurance [Act] Which Provides All Venetian Defendants With Immunity from Third Party Liability is GRANTED.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that summary judgment is likewise GRANTED to Defendant ENCORE by virtue of its Joinder to Defendant VENETIAN's motion for summary judgment.

DATED this 11th day of March, 2015.

By 

DISTRICT COURT JUDGE

JUDGE STEFANY A. MILEY

SUBMITTED BY:

ROYAL & MILES LLP


Michael A. Royal, Esq.

1522 W. Warm Springs Rd.

Henderson, NV 89014

Counsel for Defendants

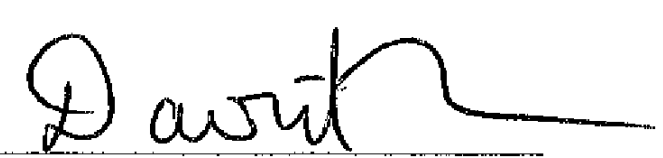
Venetian Casino Resort, LLC,

Las Vegas Sands, LLC, and

The Venetian Las Vegas Resort and Casino

REVIEWED AS TO FORM AND CONTENT:

MINCIN LAW PLLC



David Mincin, Esq.

528 S. Casino Center, #325

Las Vegas, NV 89101

Attorneys for Plaintiff

CLARK McCOURT LLC


Brian P. Clark, Esq.

7371 Prairie Falcon Rd., Suite 120

Las Vegas, NV 89128

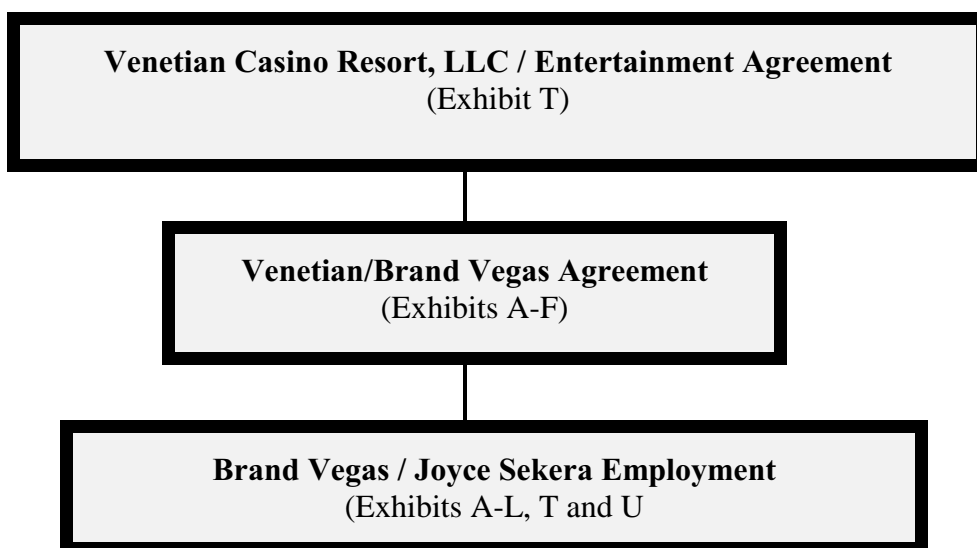
Attorneys for Defendant

Encore Productions, Inc.

EXHIBIT “Q”

ILLUSTRATION OF RELEVANT RELATIONSHIPS

Joyce Sekera v. Venetian Casino Resort, LLC et al, case no. A-18-772761-C



- Plaintiff's activities for Venetian on property were a subcontracted fraction of a main contract between Brand Vegas and Venetian (*see* Exhibits A-L, T and U)
- Venetian employees sold tickets for outside entities under separate brokering agreements, such as Madame Tussauds (*see* Exhibits T and U);
- Venetian employees sold tickets to non-Venetian shows/events/attractions throughout Las Vegas in direct competition with Brand Vegas (*see id.*);
- Plaintiff's work for Brand Vegas was not unique or specialized, but was the exact kind of work performed by Venetian employees (*see* Exhibits D, E, T and U);
- Venetian performed background investigation of Plaintiff (*see* Exhibit J at 74, ln 5-19)
- Venetian required identification for Plaintiff to enter Venetian property (*see id.*)
- Venetian provided Plaintiff with designated parking on its property (Exhibits F, I, J)
- Plaintiff routinely entered upon Venetian property and used its facilities in the ordinary course of her employment (*see* Exhibit J at 88, ln 11-14)
- Plaintiff represented Venetian's interests to guests at kiosk (*see id.* at 231, ln 2-17)
- Plaintiff engaged guests about Venetian events and answers questions (*see id.*)
- Plaintiff made recommendations for guests regarding Venetian events (*see id.* at 62-63)
- Plaintiff provided information to guests about ticket availability for Venetian events (*id.*)
- Plaintiff reserved seats for guests desiring to attend Venetian events (*see id.* at 62-64)
- Plaintiff accepted payment from guests to see Venetian events (*see id.*)
- Plaintiff provided guests with a voucher to take to the Venetian box office to present for tickets to see a Venetian event (*see id.*)
- Venetian provided guests with tickets in exchange for voucher obtained from Plaintiff at the Brand Vegas kiosk (*see id.* at 62-66)
- Brand Vegas provided Venetian with payment for tickets sold by Plaintiff in accordance with the Venetian/Brand Vegas Agreement (*see id.*)
- Plaintiff was paid commissions on sales for Venetian events she made (*see id.* at 58-60)
- Plaintiff was required to follow the Las Vegas Sands Supplier Code of Conduct (*see* Exhibit J at 231, ln 2-17; *see also* Exhibits C, D and E)
- Plaintiff injured in course/scope of employment on Venetian property (*see* Exhibit E)
- Plaintiff has received and continues to receive benefits from workers compensation (*id.*)

EXHIBIT “R”

User Name: Michael Royal

Date and Time: Wednesday, July 3, 2019 3:22:00 PM EDT

Job Number: 92227910

Document (1)

1. [*Quick v. Freeman Decorating Co.*, 55 Fed. Appx. 450](#)

Client/Matter: -None-

Search Terms: quick v. freeman

Search Type: Natural Language

Narrowed by:

Content Type
Cases

Narrowed by
-None-

Quick v. Freeman Decorating Co.

United States Court of Appeals for the Ninth Circuit

December 4, 2002, Argued and Submitted, San Francisco, California ; January 21, 2003, Filed

No. 01-17135

Reporter

55 Fed. Appx. 450 *; 2003 U.S. App. LEXIS 1525 **

MICHAEL QUICK, Plaintiff-Appellant, v. FREEMAN DECORATING CO., Defendant-Appellee and R.D. WERNER CO. INC.; WERNER CO., Defendant

Notice: **[**1]** RULES OF THE NINTH CIRCUIT COURT OF APPEALS MAY LIMIT CITATION TO UNPUBLISHED OPINIONS. PLEASE REFER TO THE RULES OF THE UNITED STATES COURT OF APPEALS FOR THIS CIRCUIT.

Prior History: Appeal from the United States District Court for the District of Nevada. D.C. No. CV-99-01734-PMP. Philip M. Pro, District Judge, Presiding.

Disposition: Affirmed.

Core Terms

booths, contractor, assembly, transportation, disassembling, independent contractor, employees, services, storage, district court, per curiam, co-employee, activities, electrical, enterprise, Delivery, provides

Case Summary

Procedural Posture

Plaintiff employee was injured when a ladder collapsed while he was disassembling an exhibit booth. The employer had hired defendant corporation to put the ladder in storage. The employee sued the corporation in state court, alleging that it was negligent in storing the ladder. Following the removal of the action, the District Court for the District of Nevada granted the corporation's motion for summary judgment. The employee appealed.

Overview

The agreement to store and transport the employer's

equipment gave rise to a principal contractor-independent contractor relationship between the employer and the corporation. The corporation was entitled to be treated as a statutory employee of the employer under [Nev. Rev. Stat. § 616A.210](#). However, before it could benefit from that status, the corporation had to demonstrate that the circumstances of the case did not implicate [Nev. Rev. Stat. § 616B.603\(1\)](#). Even if the corporation constituted an independent enterprise, [Nev. Rev. Stat. § 616B.603\(2\)](#), the employer was the corporation's statutory employer because it was in the same trade, business, profession or occupation as the corporation. The action of transporting and storing equipment used to erect and take down exhibit booths was closely related to the actual assembly and disassembly of these booths. It would therefore be inappropriate to draw any clear distinction in these circumstances. Because the employer and the corporation were in "the same trade, business, profession or occupation," the corporation was immune as a statutory co-employee of the employee.

Outcome

The judgment of the district court was affirmed.

LexisNexis® Headnotes

Civil Procedure > Appeals > Standards of Review > De Novo Review

Civil Procedure > Appeals > Summary Judgment Review > Standards of Review

Civil Procedure > ... > Summary Judgment > Entitlement as Matter of Law > General Overview

Civil Procedure > Appeals > Summary Judgment

Review > General Overview

[HN1](#) [↓] De Novo Review

Appellate courts review a district court's grant of summary judgment de novo, determining whether there are any genuine issues of material fact and whether the district court properly applied the relevant substantive law.

Workers' Compensation &
SSDI > Coverage > Employment
Status > Contractors

Workers' Compensation &
SSDI > Defenses > Fellow Servant Doctrine

Workers' Compensation &
SSDI > Exclusivity > General Overview

Workers' Compensation & SSDI > Exclusivity

[HN2](#) [↓] Contractors

It is well established that the Nevada Industrial Insurance Act (NIIA) provides that workers' compensation constitutes an employee's exclusive remedy for an industrial injury against both the employer and his or her fellow employees. The NIIA is uniquely different from industrial insurance acts of some states in that sub-contractors and independent contractors are accorded the same status as employees.

Workers' Compensation & SSDI > Exclusivity

[HN3](#) [↓] Exclusivity

See [Nev. Rev. Stat. § 616A.210\(1\)](#).

Workers' Compensation & SSDI > Exclusivity

[HN4](#) [↓] Exclusivity

[Nev. Rev. Stat. § 616A.210](#) requires the existence of both a principal contractor and a subcontractor or an independent contractor.

Workers' Compensation & SSDI > Administrative

Proceedings > Claims > General Overview

[HN5](#) [↓] See [Nev. Rev. Stat. § 616B.603\(1\)](#).

Workers' Compensation & SSDI > Administrative
Proceedings > Claims > General Overview

[HN6](#) [↓] The "same trade" requirement in [Nev. Rev. Stat. § 616B.603\(1\)](#) is a codification of the "normal work" test. In order to determine whether a company was an individual's statutory employer, the court must ask whether the indispensable activity of the individual is, in that business, normally carried on through employees rather than independent contractors. The "same trade" requirement essentially provides that a person who enters into a contract with an independent enterprise in a different line of work, to perform work not normally carried out by the person's own employees, is not considered a statutory employer.

Workers' Compensation & SSDI > Administrative
Proceedings > Claims > General Overview

[HN7](#) [↓] In the context of the "same trade" requirement in [Nev. Rev. Stat. § 616B.603\(1\)](#), the Nevada Supreme Court has refused to draw a technical distinction between the administrative and supervisory tasks performed by a delivery company and an independent driver's physical deliveries.

Workers' Compensation & SSDI > Administrative
Proceedings > Claims > General Overview

Civil Procedure > Appeals > Standards of
Review > Reversible Errors

[HN8](#) [↓] The issue of control may remain one factor to be considered in resolving "normal work" issues.

Counsel: For MICHAEL QUICK, Plaintiff-Appellant:
Robert T. Eglet, Esq., MAINOR & HARRIS, Tracy A.
Mendola, MAINOR HARRIS, Las Vegas, NV.

For FREEMAN DECORATING CO., Defendant-Appellee: Eric W. Swanis, Jones Vargas, Brian Clark, Las Vegas, NV.

Judges: Before: COWEN, ** HAWKINS and W. FLETCHER, Circuit Judges.

Opinion

[*451] MEMORANDUM *

Before: COWEN, ** HAWKINS and W. FLETCHER, Circuit [*2] Judges.

Michael Quick appeals from the District Court's September 17, 2001 summary judgment in favor of Freeman Decorating Co. ("Freeman"). We affirm.

This action arises out of an injury suffered by Quick, an employee of Renaissance Management, Inc. ("Renaissance"), at the 1997 Automotive Products Aftermarket Association ("APAA") convention in Las Vegas, Nevada. William T. Glasgow & Associates ("Glasgow") served as the promoter of this trade show, leasing space to several exhibitors, including the National Association of Stock Car Automobile Racers ("NASCAR"). Freeman contracted with Glasgow to serve as the official service provider for the show. In addition to overseeing the show's overall production and exclusively moving freight in and out of the building, Freeman assembled and disassembled the show's exhibit booths on a non-exclusive basis. NASCAR chose to opt [*3] out of Freeman's assembly and disassembly services, and Renaissance contracted to set up and take down the NASCAR exhibit booth.

Because of problems with bringing its equipment, including two 16-foot ladders, onto the show floor for assembly, Renaissance paid Freeman to put its equipment into accessible storage until disassembly. Freeman transported this equipment to accessible storage.

Quick was working on one of Renaissance's 16-foot ladders disassembling the NASCAR exhibit booth when

** The Honorable Robert E. Cowen, Senior United States Circuit Judge for the U.S. Court of Appeals for the Third Circuit, sitting by designation.

* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by [Ninth Circuit Rule 36-3](#).

** The Honorable Robert E. Cowen, Senior United States Circuit Judge for the U.S. Court of Appeals for the Third Circuit, sitting by designation.

the ladder collapsed, causing injuries. He received workers' compensation benefits and a partial disability award.

Quick filed a complaint with the District Court of Nevada for the Eighth Judicial District, Clark County. He alleged, *inter alia*, that Freeman was negligent in transporting and storing the ladder. Following the removal of this action on diversity grounds, the District Court for the District of Nevada granted Freeman's motion for summary judgment. It found that Freeman was immune from liability for negligence under the Nevada Industrial Insurance Act ("NIIA") because it was a statutory co-employee of Quick. Quick appealed.

[HN1](#)[↑] We review the district court's grant of summary judgment [*4] de novo, determining whether there are any genuine issues of material fact and whether the district court properly applied the relevant substantive law. See, e.g., [Tremain v. Bell Indus., Inc., 196 F.3d 970, 975-76 \(9th Cir. 1999\)](#). Nevada substantive law governs this matter, and we must predict how [*452] the Nevada Supreme Court would decide any legal question upon which it has not yet ruled. See, e.g., [Aetna Cas. & Sur. Co. v. Sheft, 989 F.2d 1105, 1108 \(9th Cir. 1993\)](#).

[HN2](#)[↑] It is well established that the NIIA provides that workers' compensation constitutes an employee's exclusive remedy for an industrial injury against both the employer and his or her fellow employees. See, e.g., [GES, Inc. v. Corbitt, 21 P.3d 11, 13 \(Nev. 2001\)](#) (per curiam). The NIIA is "uniquely different" from industrial insurance acts of some states in that sub-contractors and independent contractors are accorded the same status as 'employees.'" [Meers v. Haughton Elevator, 101 Nev. 283, 701 P.2d 1006, 1007 \(Nev. 1985\)](#) (per curiam) (citations omitted). [Section 616A.210](#) provides in relevant part that:

[HN3](#)[↑] 1. Except as otherwise provided in NRS 616B. [*5] 603, subcontractors, independent contractors and the employees of either shall be deemed to be employees of the principal contractor for the purposes of chapters 616A to 616D, inclusive, of NRS.

[Nev. Rev. Stat. § 616A.210\(1\)](#). This provision furnished the basis for the District Court's finding that Freeman cannot be held liable for negligence because it was a statutory co-employee of Quick.

[HN4](#)[↑] [Section 616A.210](#) requires the existence of

both a principal contractor and a subcontractor or an independent contractor. The agreement to store and transport Renaissance's equipment gave rise to a principal contractor-independent contractor relationship between Renaissance and Freeman. Freeman clearly constituted an independent contractor because it furnished to Renaissance the services of transportation and storage in exchange for a specified payment, with Renaissance apparently not providing any specific direction regarding the means to be used in providing these services. See [Nev. Rev. Stat. § 616A.255](#). Renaissance was a principal contractor in relation to Freeman because it contracted and paid for the services of Freeman, an independent contractor. See *id.* § 616A.285(3),(4).

[**6] Freeman is entitled to be treated as a statutory employee of Renaissance under [section 616A.210](#). However, before it may benefit from this status, Freeman must demonstrate that the circumstances of this case do not implicate [section 616B.603\(1\)](#). This provision states that:

[HN5](#) [↑] 1. A person is not an employer for the purposes of chapters 616A to 616D, inclusive, of NRS if:

- (a) He enters into a contract with another person or business which is an independent enterprise; and
- (b) He is not in the same trade, business, profession or occupation as the independent enterprise.

[Nev. Rev. Stat. § 616B.603\(1\)](#).¹ Even if Freeman constituted an independent enterprise, see *id.* § [616B.603\(2\)](#) (defining "independent enterprise"), Renaissance was Freeman's statutory employer because it was in "the same trade, business, profession or occupation" as Freeman.

[**7] [HN6](#) [↑] The "same trade" requirement is a codification of the "normal work" test. See, e.g., [Hays Home Delivery, Inc. v. Employers Ins. Co. of Nev.](#), 31 P.3d 367, 369-70 (Nev. 2001) (en banc) (per curiam); [Oliver v. Barrick Goldstrike Mines](#), 111 Nev. 1338, 905 P.2d 168, 174-75 (Nev. 1995) (per curiam). In order to

determine whether [\[*453\]](#) Renaissance was Freeman's statutory employer, we must ask whether the "indispensable activity [of Freeman] is, in that business, normally carried on through employees rather than independent contractors." [Meers](#), 701 P.2d at 1007 (quoting [Bassett Furniture Indus., Inc. v. McReynolds](#), 216 Va. 897, 224 S.E.2d 323 (Va. 1976)). The "same trade" requirement essentially provides that "a person who enters into a contract with an independent enterprise in a different line of work, to perform work not normally carried out by the person's own employees, is not considered a statutory employer." [Harris v. Rio Hotel & Casino, Inc.](#), 25 P.3d 206, 212 (Nev. 2001) (en banc).

The District Court properly found that Renaissance and Freeman were both involved in the same activities of assembling [\[*8\]](#) and disassembling trade show exhibit booths. Both entities provided these services at the APAA show. Renaissance competes with Freeman in providing labor to erect and tear down booths. Given the fact that Quick, a Renaissance employee, was actually injured while disassembling the NASCAR exhibit booth, Renaissance clearly furnished these services through its employees and not independent contractors.

Quick challenges the District Court's finding by pointing to Freeman's additional duties as the APAA show's official service provider and asserting that the erection and dismantling of each separate exhibit booth was essentially a unique activity. No case under the NIIA suggests that a court must apply the "same trade" requirement so rigorously as to distinguish between different exhibit booths and to consider as dispositive the broader activities of Freeman. In [Hays Home Delivery, Inc. v. Employers Insurance Co. of Nevada](#), 31 P.3d 367 (Nev. 2001) (en banc) (per curiam), [HN7](#) [↑] the Nevada Supreme Court refused to draw such a technical distinction between the administrative and supervisory tasks performed by a delivery company and an independent driver's physical deliveries. [\[*9\]](#) *Id.* at 371.²

² Quick also relies on the Nevada Supreme Court's decision in [GES, Inc. v. Corbitt](#), 21 P.3d 11 (Nev. 2001) (per curiam). In this case, the plaintiff, a lighting technician employed by an entertainment group, brought a negligence claim against the electrical contractor responsible for assembling a truss structure that collapsed on the plaintiff. *Id.* at 12-13. The supreme court affirmed the trial court's denial of the electrical contractor's motion for summary judgment because the electrical contractor and the entertainment group "were in different trades entirely." *Id.* at 14. The electrical contractor "supplied electricity, hauling and assembly services to

¹ This provision is inapplicable in certain circumstances, most significantly where there is a licensed principal contractor in a construction case. See [Nev. Rev. Stat. 616B.603\(3\)\(a\)](#). There is no indication that either Renaissance or Freeman was a licensed contractor, and the parties apparently agree that this is a non-construction case.

[10]** Quick does present a more persuasive argument when he challenges the relevance of the assembly and disassembly activities under these circumstances. He argues that, because the only contractual relationship between Freeman and Renaissance concerned the transportation and storage of equipment after assembly, a court should only consider transportation and storage activities in the "same trade" analysis.

We need not resolve the broader questions raised by this argument given the facts of this case. The action of transporting and storing equipment used to erect and take down exhibit booths is closely related to the actual assembly and disassembly of these booths. It would therefore be inappropriate to draw any clear distinction in these circumstances. *Cf. id.* **[*454]** (refusing to distinguish between administrative tasks and actual deliveries). Additionally, Freeman has still satisfied the "same trade" requirement even if any inquiry were limited to a consideration of transportation and storage activities. Like Freeman, Renaissance was involved in the transportation and storage of the equipment, with its runners normally removing the equipment from the show floor.

Because Renaissance and **[**11]** Freeman were in "the same trade, business, profession or occupation," Freeman is immune as a statutory co-employee of Quick. Quick advances a number of arguments against this conclusion. He asserts that the District Court erred in failing to consider various factors under the "control" test. While [HN8](#)[↑] the issue of control may remain "one factor to be considered in resolving 'normal work' issues," [Tucker v. Action Equip. & Scaffold Co., 113 Nev. 1349, 951 P.2d 1027, 1032 \(Nev. 1997\)](#), the District Court committed no reversible error in omitting an express discussion of the control question given Freeman's clear satisfaction of the "normal work" test. Quick further asserts that any finding of immunity would be contrary to public policy because of the lack of an incentive on the part of Freeman, particularly as Renaissance's competitor, to make Quick's workplace safe. Notwithstanding these broader concerns, Freeman clearly constituted a co-employee of Quick under Nevada's statutory scheme. A different result must be

rejected as inconsistent with [section 616A.210](#) and the doctrine of co-employee immunity.

AFFIRMED.

End of Document

convention exhibitors," and the entertainment group provided "live stage entertainment involving music and custom lighting for exhibitors." *Id.* Because Renaissance and Freeman are competitors in the business of assembling and disassembling trade show exhibit booths, we cannot conclude that they were in entirely different trades.

EXHIBIT “S”

User Name: Michael Royal

Date and Time: Wednesday, July 3, 2019 3:19:00 PM EDT

Job Number: 92227666

Document (1)

1. [Potter v. Wedgewood Group, 2009 U.S. Dist. LEXIS 95367](#)

Client/Matter: -None-

Search Terms: potter v. wedgewood group

Search Type: Natural Language

Narrowed by:

Content Type
Cases

Narrowed by
-None-

Potter v. Wedgewood Group

United States District Court for the District of Nevada

October 8, 2009, Decided; October 9, 2009, Filed

3:08-CV-00272-LRH-VPC

Reporter

2009 U.S. Dist. LEXIS 95367 *; 2009 WL 3300252

BARBARA POTTER, Plaintiff, v. THE WEDGEWOOD GROUP, a foreign limited liability corporation doing business as LIFE CARE CENTER OF RENO; ABC CORPORATIONS I through X; BLACK COMPANY AND WHITE COMPANIES; and JOHN DOE I through X, inclusive, Defendants.

Core Terms

employees, independent contractor, deliveries, enterprise, workers' compensation, summary judgment, material fact, patients, provides, resident, genuine, profession, services, hospice, nursing, floor

Counsel: [*1] For Barbara Potter, Plaintiff: Bill Bradley, Jr., LEAD ATTORNEY, Bradley, Drendel & Jeanney, Reno, NV.

For The Wedgewood Group, LLC, doing business as Life Care Center of Reno, Defendant: David J. Mortensen, LEAD ATTORNEY, Alverson Taylor Mortensen, et al, Las Vegas, NV; Laura Lucero, Alverson, Taylor, Mortensen & Sanders, Las Vegas, NV.

Judges: LARRY R. HICKS, UNITED STATES DISTRICT JUDGE.

Opinion by: LARRY R. HICKS

Opinion

ORDER

Before the court is Defendant The Wedgewood Group's Motion for Summary Judgment (# 20¹). Plaintiff Barbara Potter has filed a response (# 21) to which Defendant replied (# 22).

¹ Refers to the court's docket entry number.

I. Facts and Procedural History

This is negligence action arising out of an injury Plaintiff, a Nevada resident, sustained on July 17, 2007, at Life Care Center of Reno ("Life Care"), a foreign corporation.² At the time, Plaintiff was working as a certified nursing assistant for VistaCare, a provider of hospice services. On the date of the injury, VistaCare sent Plaintiff to provide nursing service to a resident of Life Care Center. Plaintiff's co-worker, Warren Clark, assisted her in caring for the resident.

When Plaintiff arrived at Life Care, Clark was in the process of showering the resident. While Clark finished the resident's shower, Plaintiff returned to the resident's room to change the linens. The floor in the room had been recently mopped, and Plaintiff allegedly slipped on the wet floor, breaking her left wrist. The parties dispute whether a caution sign was posted and whether Plaintiff was verbally warned about the wet floor.

VistaCare is a hospice care provider that provides end of life care to patients during the last six months of their lives. VistaCare certified nursing assistants help patients with daily living, hygiene, and meal preparation. In addition, VistaCare employees focus on making their patients comfortable and easing any pain they may be suffering.

Life Care Center of Reno is a skilled nursing and long term care facility. In particular, Life Care provides "skilled nursing, home-like environments, rehabilitation therapy, around-the-clock medical supervision and help with activities of daily living." (Def.'s Mot. Summ. J. (# 20), Ex I.)

On March 1, 2005, VistaCare and Life Care entered into

² Defendant The Wedgewood Group is doing business as Life Care Center [*2] of Reno.

a contract under which VistaCare employees would provide hospice care, [*3] upon the specific request of a resident or treating physician, to residents of Life Care. Under the terms of the contract, both VistaCare and Life Center acted as independent contractors rather than as employees or agents of each other.

Since the date of her injury, Plaintiff has undergone two closed reduction surgeries and one open reduction internal fixation surgery. On August 9, 2007, Plaintiff was diagnosed with complex regional pain syndrome. On February 28, 2008, at the request of VistaCare's worker's compensation department, Plaintiff underwent a Partial Permanent Disability evaluation. According to the evaluation, Plaintiff has a whole person impairment of twelve percent. After the evaluation, Plaintiff received a worker's compensation settlement from VistaCare.

In the complaint, Plaintiff alleges Life Care negligently maintained the floor of its facility and negligently failed to warn Plaintiff of the floor's dangerous condition. Plaintiff seeks general damages, existing and future hospital, doctor, and medical expenses, lost earnings, and future loss of earnings capacity.

II. Legal Standard

Summary judgment is appropriate only when "the pleadings, depositions, answers to interrogatories, [*4] and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Fed. R. Civ. P. 56(c)*. In assessing a motion for summary judgment, the evidence, together with all inferences that can reasonably be drawn therefrom, must be read in the light most favorable to the party opposing the motion. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587, 106 S. Ct. 1348, 89 L. Ed. 2d 538 (1986); *County of Tuolumne v. Sonora Cmty. Hosp.*, 236 F.3d 1148, 1154 (9th Cir. 2001).

The moving party bears the burden of informing the court of the basis for its motion, along with evidence showing the absence of any genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). On those issues for which it bears the burden of proof, the moving party must make a showing that is "sufficient for the court to hold that no reasonable trier of fact could find other than for the moving party." *Calderone v. United States*, 799 F.2d 254, 259 (6th Cir. 1986); see also *Idema v.*

Dreamworks, Inc., 162 F. Supp. 2d 1129, 1141 (C.D. Cal. 2001).

To successfully rebut a motion for summary judgment, the [*5] non-moving party must point to facts supported by the record which demonstrate a genuine issue of material fact. *Reese v. Jefferson Sch. Dist. No. 14J*, 208 F.3d 736 (9th Cir. 2000). A "material fact" is a fact "that might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L. Ed. 2d 202 (1986). Where reasonable minds could differ on the material facts at issue, summary judgment is not appropriate. *See v. Durang*, 711 F.2d 141, 143 (9th Cir. 1983). A dispute regarding a material fact is considered genuine "if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Liberty Lobby*, 477 U.S. at 248. The mere existence of a scintilla of evidence in support of the plaintiff's position will be insufficient to establish a genuine dispute; there must be evidence on which the jury could reasonably find for the plaintiff. *See id.* at 252.

III. Discussion

In Nevada, worker's compensation is an employee's sole remedy for work-related injuries. *See Nev. Rev. Stat. § 616A.020*. Thus, under Nevada's Industrial Insurance Act ("NIAA"), employers are generally immune from common law liability for workplace injuries. *Meers v. Haughton Elevator*, 101 Nev. 283, 701 P.2d 1006, 1007 (Nev. 1985).

The [*6] NIAA is "uniquely different" from industrial insurance acts of some states in that sub-contractors and independent contractors are afforded the same status as 'employees.'" *Id.* at 1007 (citations omitted). In relevant part, *section 616A.210* provides, "Except as otherwise provided in NRS.616B, subcontractors, independent contractors and the employees of either shall be deemed to be employees of the principal contractor for the purposes of chapters *616A to 616D*, inclusive, of NRS." *Nev. Rev. Stat. § 616A.210*.

However, the NIAA provides an exception to the otherwise broad protection afforded to principal contractors with regard to subcontractors, independent contractors, and their employees. *Meers*, 701 P.2d at 1007. Under *section 616B.603(1)*, a person is not an employer for purposes of worker's compensation if he (1) "enters into a contract with another person or business which is an independent enterprise" and (2) "is

not in the same trade, business, profession, or occupation as the independent enterprise." [Nev. Rev. Stat. § 616B.603\(1\)](#).

It is undisputed that, under the contract entered into by the parties, VistaCare is an independent contractor. Thus, under [section 616B.603\(1\)](#), to determine [*7] whether VistaCare is Life Care's statutory employee, the court considers the following: (1) whether VistaCare is an independent enterprise; and (2) whether Life Care is in the same trade, business, profession, or occupation as VistaCare. [Nev. Rev. Stat. § 616B.603\(1\)](#). The court will address each of these factors below.

A. Independent Enterprise

[Section 616B.603\(2\)](#) defines an "independent enterprise" as a "person who hold himself out as being engaged in a separate business and: (a) Holds a business or occupation license in his own name; or (b) Owns, rents or leases property used in furtherance of his business." [Nev. Rev. Stat. § 616B.603\(2\)](#). VistaCare holds business licenses in Reno, Sparks, and the State of Nevada. (See Pl.'s Opp. (# 21), Ex. 4 at 44:4.) In addition, VistaCare operates nationwide, with forty-six offices in twelve states. (See *id.*, Ex.2.) Thus, under either prong of [section 616B.603\(2\)](#), VistaCare is an independent enterprise.

B. Same Trade, Business, or Profession

To determine whether an independent contractor and the primary contractor are in the same trade, business, or profession, Nevada courts employ the "normal work" test. [Meers, 701 P.2d at 1007](#). Under this test, [*8] the court considers whether the "indispensable activity [of the independent contractor] is, in [the contractor's] business, normally carried on through employees rather than independent contractors." *Id.* The purpose of the inquiry is essentially to demonstrate that a "person who enters into a contract with an independent enterprise in a different line of work, to perform work not normally carried out by the person's own employees, is not considered a statutory employer." [Harris v. Rio Hotel & Casino, 117 Nev. 482, 25 P.3d 206, 212 \(Nev. 2001\)](#).

In [Hays Home Delivery v. Employers Insurance Company of Nevada, 117 Nev. 678, 31 P.3d 367 \(Nev. 2001\)](#), the Nevada Supreme Court took an expansive view of what constitutes the "same trade" under Nevada

law.³ There, Hays Home Delivery, a national logistics management company, provided appliance, electronics, and furniture delivery services nationwide for various retailers. *Id. at 368*. Rather than having its own employees deliver the merchandise, Hays contracted with "owners-operators" to make the deliveries. *Id.* Hays attempted to distinguish its business from the business of one such owner-operator by characterizing its business as merely administering deliveries and characterizing [*9] the owner-operator's business as making deliveries. The court rejected Hays' argument and held that the owner-operator was in the same trade as Hays because "both were in the 'trade' of delivering merchandise from retailers to end-customers." *Id. at 371*.

Here, even assuming, as Plaintiff contends, Life Care does not provide hospice care services to its patients, Life Care and VistaCare nonetheless each engage in the same trade of providing care and treatment to patients. In *Hays*, the employees of Hays Home Delivery did not complete one aspect of Hays' business, delivering merchandise, and instead, the company hired independent contractors to make the deliveries. Similarly, here, Life Care hires independent contractors to provide hospice care services. Under the broad approach used by the Court in *Hays*, these services fall within the "trade" of providing care and treatment to patients.

Thus, the court finds that [*10] no genuine issues of fact remain concerning whether Life Care and VistaCare are engaged in different trades, businesses, or professions. As a result, although VistaCare is an independent enterprise, it is nonetheless Life Care's statutory employee. Because Plaintiff is VistaCare's statutory employee, it is also Life Care's statutory employee. Under the NIIA, Life Care is immune from liability, and worker's compensation is the only remedy available to Plaintiff for her injuries.

IT IS THEREFORE ORDERED that Defendant's Motion for Summary Judgment (# 20) is GRANTED.

The Clerk of the court shall enter judgment accordingly.

IT IS SO ORDERED.

³ The court notes that the factual scenario presented in *Hays* is different from the facts of this case. There, to avoid *worker's compensation liability*, Hays attempted to show that its independent contractor was *not* its employee. Nonetheless, the court's analysis is demonstrative.

DATED this 8th day of October, 2009.

/s/ Larry R. Hicks

LARRY R. HICKS

UNITED STATES DISTRICT JUDGE

End of Document

EXHIBIT “T”

ADDENDUM TO AFFIDAVIT OF CHARRY KENNEDY
Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

CHARRY KENNEDY, being first duly sworn upon his oath, deposes and says as follows:

1. I am the Director of Ticketing Services & Box Office for the Venetian Resort Hotel Casino (*Venetian*), located at 3355 Las Vegas Blvd., Las Vegas, NV 89109.
2. I am a resident of Clark County, Nevada, I am above the age of eighteen (18) years, and I am competent and able to testify as to the following facts if so called upon.
3. On November 28, 2018, I executed an affidavit related to the Venetian's contractual relationship with Brand Vegas, LLC (*Brand Vegas*), a copy of which is attached hereto for reference (without exhibits). This affidavit is intended as an addendum thereto for the purpose of providing additional information.
4. Each show or event which is the subject of a Venetian/Brand Vegas *Ticket Broker Agreement* referenced in Paragraphs 3-6 of my November 28, 2018 affidavit is governed by an executed contract between Venetian and the respective entertainer and/or entertaining organization.
5. Accordingly, Venetian necessarily entered into an executed agreement with each of the performers and/or acts identified in Paragraphs 5 and 6 of my November 28, 2018 affidavit before any *Ticket Broker Agreement* with Brand Vegas or any like broker was executed.
6. True and correct copies of the entertainment agreements for shows and events referenced in Paragraphs 5-6 of my November 28, 2018 affidavit are attached hereto as Exhibit C, identified as VEN 1190 - VEN 1374.

ADDENDUM TO AFFIDAVIT OF CHARRY KENNEDY
Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

7. Since well before 2016, Venetian and has operated under a brokering agreement with Merlin Entertainments Group US Holdings Inc. (*Merlin*) for the purpose of selling tickets to guests for entrance into the attraction Madame Tussauds - Las Vegas (*Madame Tussauds*), located adjacent to the Venetian property, which is not owned or operated by Venetian. A true and correct copy of the agreement between Venetian and Merlin as of April 1, 2016 is attached hereto as Exhibit D, identified as VEN 1375 - VEN 1391. Venetian's broker agreement with Merlin was in place prior to 2016 and continues to the present day.

8. Venetian employees working with the box office and the concierge desk are paid commissions on all tickets sold to Madame Tussauds under the Venetian/Merlin ticket broker agreement, which has been the case from before 2016 to the present.

9. When a guest approaches a Venetian box office employee with a request for tickets to Madame Tussauds, information is provided as necessary by the Venetian employee, who then accepts payment for the number of entry tickets requested by the guest and provides a voucher to be presented by the guest to Madame Tussauds upon arrival. The voucher is then exchanged for a ticket, completing the transaction. Once the transaction is completed, commissions are paid to the Venetian employee for that particular sale, based on the Venetian/Merlin ticket brokering agreement.

///

///

///


ADDENDUM TO AFFIDAVIT OF CHARRY KENNEDY
Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

10. I have reviewed records detailing Madame Tussauds ticket voucher sales made by Venetian employees to guests for 2016. From April 15, 2016 through December 30, 2016, there were more than 1,000 documented transactions of Venetian employees selling tickets to guests for entry into Madame Tussauds, with more than 2,300 vouchers provided to guests to exchange for tickets at Madame Tussauds.

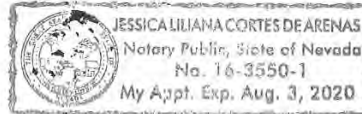
FURTHER, YOUR AFFIANT SAYETH NAUGHT.


CHARRY KENNEDY

SUBSCRIBED AND SWORN to before me
this 5 day of July, 2019.



NOTARY PUBLIC in and for
Clark County, Nevada



AFFIDAVIT OF CHARRY KENNEDY

AFFIDAVIT OF CHARRY KENNEDY

Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

STATE OF NEVADA)
) SS:
COUNTY OF CLARK)

CHARRY KENNEDY, being first duly sworn upon his oath, deposes and says as follows:

1. I am the Director of Ticketing Services & Box Office for the Venetian Resort Hotel Casino (*Venetian*), located at 3355 Las Vegas Blvd., Las Vegas, NV 89109.
2. I am a resident of Clark County, Nevada, I am above the age of eighteen (18) years, and I am competent and able to testify as to the following facts if so called upon.
3. From December 2015 through December 2016, Venetian maintained agreements with various brokers to facilitate the sale of tickets to Venetian events. These business relationships were consummated by a *Ticket Broker Agreement* for each such event.
4. From December 2015 through December 2016, Venetian had various *Ticket Broker Agreements* with Brand Las Vegas, LLC, (*Brand Vegas*), which is in the business of marketing and brokering tickets for events and tours on behalf of business entities, including Venetian.
5. The *Ticket Broker Agreements* between Venetian and Brand Vegas from December 2015 through December 2016 were as follows:
 - a. Lipshtick (05.22.14)
 - b. R5 (12.10.15)
 - c. Carly Rae Jepsen (12.21.15)
 - d. Human Nature (02.26.13) (04.04.16)
 - e. Dwight Yoakam (04.19.16)

AFFIDAVIT OF CHARRY KENNEDY

Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

- f. Baz Star Crossed Love (05.20.16)
- g. Clint Holmes (06.17.16)
- h. Puppet Up - Uncensored (07.12.16)

6. True and correct copies of the above-referenced agreements with associated invoices are attached hereto as Exhibit A.

7. When ticket sales for Venetian events under a *Ticket Broker Agreement* were made by Brand Vegas kiosk employees, the Brand Vegas employees were expected to provide guests with information regarding the specific event, accept payment for the event, input the guest information and purchase into the Brand Vegas system, and send an email to the Venetian box office reporting the purchase. Upon receipt of the purchase information from the Brand Vegas kiosk employee, Venetian box office leads would then input the information in the Venetian ticketing system, prepare a confirmation number, and then send confirmation to the Brand Vegas kiosk employee.

8. Once the confirmation information is generated, the guests purchasing tickets from the Brand Vegas kiosk employee present to the Venetian box office, where they receive event tickets by providing their name and proof of identification.

9. Payment for the tickets sold by Brand Vegas kiosk employees under the *Ticket Broker Agreement* is obtained by Venetian via weekly invoices, such as those enclosed in Exhibit A.

10. Per my understanding, there were three Brand Vegas kiosk locations in the Grand Canal Shops in November 2016. Each Brand Vegas kiosk would operate as per above under the *Venetian Ticket Broker Agreement*.

AFFIDAVIT OF CHARRY KENNEDY

Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

11. Brand Vegas employees working at kiosks, both in the Grand Canal Shops and elsewhere in and around the Venetian property were expected to follow the Code of Conduct as referenced in Paragraph 25.c of the *Ticket Broker Agreement*. (See generally, Exhibit A.)

12. A true and correct copy of the *Las Vegas Sands Corp. Supplier Code of Conduct* is attached hereto as Exhibit B.

13. In addition to the above-mentioned Code of Conduct, Venetian expects Brand Vegas kiosk employees to maintain high standards of dress, grooming and guest services as those expected by Venetian of its employees. They are further expected to be knowledgeable about Venetian shows and events, to answer guest questions and otherwise provide information to promote sales activity in furtherance of the *Ticket Broker Agreement*.

14. The general duties of a Brand Vegas kiosk employee, are nearly identical to those of a Venetian box office employee in regards to the purchase of tickets for Venetian shows and events. Venetian employees are likewise required to stand at a computer terminal, provide guests with information about Venetian shows and events, including pricing and available seating, and accept payment for Venetian shows or events. These general duties differ in that Brand Vegas Vegas kiosk employees did not provide the actual tickets. To obtain the show or event tickets, the guests would

///

///

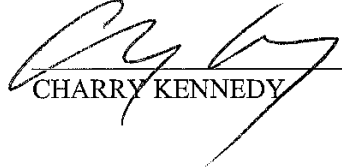
///

AFFIDAVIT OF CHARRY KENNEDY

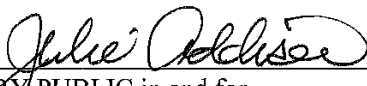
Sekera v. Venetian Casino Resort, LLC, et al, Case No. A-18-772761-C

have to present to the Venetian box office, advise of their purchase through Brand Vegas and provide appropriate identification as stated herein above.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.


CHARRY KENNEDY

SUBSCRIBED AND SWORN to before me
this 28 day of November 2018.


NOTARY PUBLIC in and for
Clark County, Nevada

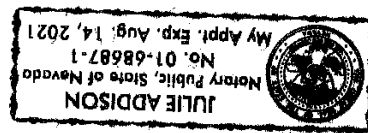


EXHIBIT “C”

VCR Contract No. 15-342

August 7, 2015

William Rodriguez
The Gersh Agency
9465 Wilshire Blvd., 6th Floor
Beverly Hills, CA 90212

VIA: wrodriguez@gershla.com

RE: Riki Lindhome at The Venetian

Dear Mr. Rodriguez:

This Agreement (the "Agreement") is by and between Venetian Casino Resort, LLC ("Venetian"), a Nevada limited liability company, and Lindhome, Inc. ("LI"), to have Riki Lindhome ("Artist") appear for one (1) evening comedic performance with Kate Micucci as part of the duo known as "Garfunkel & Oates", no less than seventy five (75) minutes, and no more than ninety (90) minutes in length, (a "Show"), at the 742-seat Sands Showroom ("Showroom"), located at 3355 Las Vegas Blvd. South, Las Vegas, Nevada, 89109 (the "Location"), on November 7, 2015 at 9:30PM (PST) and as may be adjusted and subject to change with prior notice (the "Weekend"), with no intermission, (the "Engagement"). Artist and Venetian may hereafter be referred to individually as the "Party" and collectively as the "Parties."

1. VENETIAN WILL PROVIDE AND BE RESPONSIBLE FOR:

- a. Use of the Showroom for the Show, including existing lighting and sound equipment ("Venetian Equipment"), technical support, security, cleaning, ushers, and box office operation; and Venetian as part of providing Artist with security, will insure proper backstage security and escort for Artist from dressing room and show area.
- b. At Venetian's sole discretion, the development and execution of a marketing and public relations plan, including without limitation the billing and advertising of the Show, to increase awareness and generate ticket sales for the Show. Notwithstanding any other term or required approval herein, Venetian shall have the absolute right to determine the size and format for advertising the Artist and Show. Artist shall have the right of written approval of all press and publicity in regard to this Engagement, and once so approved, Venetian may use the same content, unchanged, for distribution in any form of advertising medium. Artist's approval shall not be unreasonably withheld, conditioned, or delayed.
- c. Availability of merchandise kiosk in the Showroom for sales of Artist-branded merchandise (the "Kiosk" and "Artist Merchandise"); staff labor and point-of-sale ("POS") system shall be provided by Venetian.
- d. Artist's accommodations for the Weekend as follows: (i) one (2) Luxury Suite for Artist at The Venetian or The Palazzo as determined by Venetian from November 6, 2015 ("check-in") until November 8, 2015 ("check-out") and; (ii) roundtrip first-class ground transportation to and from the Las Vegas Nevada Airport and the Location - this Section 1(d) collectively the "Artist's Accommodations."
- e. Security for Artist's Show, including one (1) security officer escort to and from the suite and the Showroom, and one (1) security officer at the Showroom by the stage.
- f. The Show shall not be presented by any third party sponsor or any venue/promoter with a sponsored name brand without Artist's prior written approval.

2. ARTIST WILL PROVIDE AND BE RESPONSIBLE FOR:

- a. Comedic performances of no less than seventy five (75) minutes, and no more than ninety (90) minutes per Show.
- b. As required by Artist, additional equipment to supplement Venetian Equipment.
- c. Additional performers and staff involved in Artist's Show (if any).
- d. All travel expenses, except as provided for in Artist's Accommodations.
- e. Opening Act, if any, at Artist's sole expense, and with Venetian's prior written approval.

3. VENETIAN RECEIVES:

- a. One hundred percent (100%) of ticket revenue and ticket handling fees ("Ticket Revenue") collected by the Venetian on each sold ticket.
- b. Twenty percent (20%) of all of Artist's Net Merchandise Revenue (defined as gross revenue from the sale of Artist Merchandise less only sales taxes, credit and debit card fees, commissions, refunds, labor, returns and chargebacks) in connection with the sale of Artist's Merchandise at the Show. Artist Net Merchandise Revenue shall be calculated for the Show and settled within ten (10) business days of the Engagement.
- c. One hundred percent 100% of all Sponsorship Revenue (defined as all revenue derived from the sale of sponsorships for the Show by the Venetian), it being understood that there shall be no sponsorships without Artist's prior written approval.
- d. One hundred percent (100%) of all ancillary and other revenues generated from the Show during the Engagement, including, but not limited to, Food and Beverage revenues.

4. ARTIST RECEIVES:

- a. Artist shall receive Ten Thousand Dollars (\$10,000.00) for the Show ("Guarantee Base Fee") and; if paid ticket sales meet or exceed six hundred fifty (650) tickets (the "650 Ticket Threshold") for the Show, an additional incremental payment of One Thousand Two Hundred Fifty Dollars (\$1,250.00) ("Additional Fee"), for the Show performed in its entirety by the Artist (the Guaranteed Base Fee and Additional Fee, if any, collectively the "Artist's Fee") payable as follows: (a) as the deposit, Five Thousand Dollars (\$5,000.00) on or before October 7, 2015 and; (b) and as the balance of the Base Fee, Five Thousand Dollars (\$5,000.00) on or before November 7, 2015 ("Base Fee Balance") and; (c) the Additional Fee, if any, shall be made payable ten (10) business days after the Show, all of which payments shall be made by Venetian as follows: (a) Deposit, Five Thousand Dollars (\$5,000.00), by check, payable to LI, to be mailed to The Gersh Agency, Inc., 9465 Wilshire Blvd., Suite 600, Beverly Hills, 90212 and; (b) Base Fee, Five Thousand Dollars (\$5,000.00), payable from Venetian to LI by company check on or before November 7, 2015; (c) Additional Fee, if any, shall be payable to LI, and mailed by company check to The Gersh Agency within ten (10) business days after the performance date.
- b. Artist's Fee shall be paid regardless of whether Artist performs the Show if the Venetian fails to present the Show for any reason other than a Force Majeure Event (defined below). Upon receipt of applicable Federal Identification Number(s), fully-completed Internal Revenue Service Form(s) W9, and Venetian Vendor Forms, Artist's Fee will be paid in United States Dollars in the form of a Venetian company check.
- c. Artist's Accommodations (as detailed above) in Section 1(d).
- d. Use of Kiosk for the sale of Artist Merchandise as set forth in Section 1(c) above.

5. MUTUAL EXPECTATIONS AND OPTIONS:

- a. Commencing upon the date last signed below, and concluding upon completion of the last Show, Venetian, shall have license to use Artist's name and likeness ("Artist's Intellectual Property") for advertisement and promotion of the Show. Artist will have the right to approve all use of Artist's Intellectual Property, which approval shall not be unreasonably withheld, conditioned, or delayed. No use of Artist's Intellectual Property in connection with any Venetian sponsorships shall occur without Artist's prior written approval.
- b. Artist shall patronize and otherwise use exclusively the restaurants, nightclubs, meeting facilities and other amenities located at the Venetian Resort Hotel Casino or The Palazzo Resort Hotel Casino during the Engagement for any official parties, press events, and public appearances.
- c. Artist agrees not to make any public performance, or promote any other public performance, within a one hundred (100) mile radius of Location for the period sixty (60) days prior to, and following the Show.
- d. At no additional charge to Venetian, Artist agrees to participate in the following Venetian-coordinated promotional events, at which Artist agrees to interact with guests, sign autographs, and pose for photographs:
 - i. A nightly meet and greet ("Show Meet & Greet") promptly before or after the Show for up to thirty (30) minutes and forty (40) of the Venetian's VIP guests (location to be determined by Venetian).
- e. At no additional charge to Venetian, Artist agrees to participate in a limited number of pre-set mutually agreed public relations/publicity opportunities at The Venetian and/or The Palazzo including:
 - (i) Key graphic and other marketing materials, including without limitation, still photos from the Show for distribution to the media, which photos are subject to Artist's approval;
 - (ii) Reasonable efforts to be available for interviews with local and national media outlets for the purpose of promoting the Show in advance of and during Term; all media requests will be routed to Artist's public relations representative for approval;
 - (iii) Venetian agrees it is prohibited from videotaping Artist's Show except for security, surveillance, risk management, future marketing use as set forth in Section iv below, and internal (non-public) use purposes; and
 - (iv) Venetian shall be permitted to record the Show(s), and retain up to three (3) minutes of unedited video footage for media and promotional purposes to be used by Venetian, as reviewed and approved by Artist, in the event that (if at all) Artist later appears at The Venetian and/or The Palazzo at a later date and under separate contract.
- f. Other promotional and marketing as set forth in Attachment A Marketing Rider, attached hereto and incorporated herein.
- g. Artist shall receive five (5) zero-value tickets in locations to be determined by Venetian for the Show.
- h. Venetian shall not solicit and obtain sponsors and sponsorships of the Show without Artist's prior written approval. Artist must respond within five (5) days from date submitted.

- i. Outside the confines of the Show and Artist's performance, during which the Artist has full creative control, Artist shall not use abusive or threatening language towards, or make any remarks disparaging of the officers, directors, employees, patrons or tenants of Venetian or its affiliates. The Parties understand and agree that some of the Show's content may be that referred to as for Mature Audiences Only ("Mature Content"), and such Mature Content shall be that as Artist has generally and previously provided for similar public shows.

6. LEGAL OBLIGATIONS AND REGULATORY REQUIREMENTS:

- a. Artist and LI shall defend, indemnify and hold harmless Venetian against any third-party intellectual property infringement claim arising from or related to the approved use of Artist's image or other of Artist's collateral.
- b. In the performance of services, or any other work under this Agreement, Artist, LI and any other person employed by either shall be deemed to be an independent contractor and not an agent or employee of Venetian. Nothing contained in this Agreement shall create a partnership, joint venture or agency. Neither Artist nor LI has any authority whatsoever, actual, apparent, or otherwise, to bind Venetian to any agreement, promise, or undertaking.
- c. In connection with this Agreement and its own business, each Party shall comply, and cause its subcontractors to comply, with all applicable local, state, federal, and international rules, laws, and regulations related anti-corruption, anti-money laundering, and gaming, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits. The FCPA also requires complete and accurate record-keeping which records each Party will maintain.
- d. LI understands and acknowledges that this Agreement, at the Venetian's discretion, may be subject to LI and each of their principals completing and submitting to the Venetian a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by the Venetian's Gaming Compliance Committee. Notwithstanding any other provision in this Agreement to the contrary, Venetian may immediately terminate this Agreement without further obligation or liability to LI if, in the judgment of Venetian's Gaming Compliance Committee, or representatives thereof, the relationship with LI could subject the Venetian to disciplinary action by gaming regulatory authorities or cause the Venetian to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to Venetian's business. LI further acknowledges and understands that the Venetian is subject to the regulatory jurisdiction of the Nevada Gaming Control Board and that said Board may investigate and/or disapprove any contract that it feels violates the laws of the State of Nevada.
- e. Venetian hereby indemnifies and holds Artist, and LI, as well as LI's respective agents, representatives, principals, employees, officers, and director, harmless from and against any loss, damage, or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or LI or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party as a result of in connection with the Show, which claim does not result from the negligence of the Artist or LI.

7. NOTICE:

All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the Party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission or, (iii) sent by U.S. mail (or national overnight courier such as FedEx® or UPS®) via certified mail-return receipt requested (or if sent by courier, with proof of delivery) to each individual last stated below and addresses first stated above, WITH COPY FOR VENETIAN TO – Venetian Casino Resort, LLC, Attn. General Counsel, 3355 Las Vegas Boulevard South, Las Vegas, Nevada, 89109 – Ph. (702) 607-4409 / Fax (702) 414-4421 and The Parties shall provide written notification of any change for Notice. An original signed copy, via U.S. Mail or other carrier designed to provide similar service, shall follow facsimile transmissions.

8. FORCE MAJEURE:

- a. Artist's obligation to furnish the entertainment referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, act of God, riots, strikes, labor difficulties, epidemics and any order of any public authority or any cause, similar or dissimilar, beyond Artist's control ("Artist's Force Majeure Events"), and if the Showroom, in the reasonable opinion of either Party, is rendered unsuitable for presentation of the Show due to fire, national or local calamity or emergency, act of God, the receipt of threats against, or information relating to imminent danger to the Showroom, parts thereof and/or any occupants relating to the use of explosives, inflammables or similar threats, or other contingency or unforeseen occurrences beyond the control of either Party, or if the production of the Show is otherwise prevented by any contingency or unforeseen occurrences beyond the control of either Party, neither Party shall be responsible to the other for any damages cause thereby, and the obligations of the Parties shall be suspended during the continuation of the force majeure event (with Artist's Force Majeure Events, collectively the "Force Majeure Event").
- b. In the event of a Force Majeure Event, the Parties agree to use best efforts to re-schedule Show in the Engagement using the same terms contained in this Agreement. In the event that then Parties cannot in good faith reschedule the delayed Show, such Engagements and Show delayed by a Force Majeure Event shall be cancelled with no further liability to either Party, and this Agreement shall be terminated.

9. TERMINATION:

- a. In addition to any other right in law or equity, either Party may terminate this Agreement, an individual Show, or the Engagement as follows: (i) in the event of a Force Majeure Event not caused by the negligence of either Party, and for which the Parties cannot reschedule as contemplated in Section 8, either Party may terminate the obligation for that individual Show, or if the Force Majeure Event affects all Show, either Party may terminate the Engagement and this Agreement; or (ii) after notice and a reasonable amount of time to cure, either Party may terminate this Agreement for the other Party's material default of their obligations hereunder.
- b. Venetian is apprised and fully understands that all provisions of this Agreement and compliance with all the material requirements set herein are essential to the proper performance of Artist and that Artist shall have no obligation to perform and will not perform in the event all material terms and conditions of this Agreement are not adhered to.

10. **DISPUTE RESOLUTION:** All disputes which may arise between Venetian and LI under or with respect to this Agreement will be determined solely and exclusively by expedited binding arbitration by a single neutral arbitrator in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be held in Los Angeles, California and the costs thereof shall be borne by the party which does not prevail therein. Such determination by the single neutral arbitrator shall be binding and conclusive upon the parties hereto and shall be rendered in such form that it may be judicially confirmed and enforced under the laws of the State of California.

11. **ATTACHMENTS:** The following list of Attachments is hereby attached hereto and incorporated herein. In the event of a conflict between any Attachment and the terms set forth above, the terms set forth above in the main body of this Agreement shall have precedence.

- a. Attachment A – Marketing Rider.
- b. Attachment B – Artist's Rider.
- c. Attachment C – Ticket Price Scaling.

The Parties agree that the entire and complete agreement between the Parties regarding the subject matter herein and consists of this Agreement and those certain documents identified as Attachments in Section 11. In the event of any conflict or discrepancy between the terms contained in the main body of this Agreement and the terms of the Attachments, the terms set forth in the main body of this Agreement shall prevail and be controlling. All references to any other terms and conditions or documents are null, void and of no force or effect; it being understood that the agreement between the Parties consists solely of the Agreement as noted above.

Agreed and Accepted:

Venetian Casino Resort, LLC
DocuSigned by:
Peter Boyd 9/22/2015
F2280359D9D94A3... Date
Peter Boyd
Print Name
SVP OPS
Title

Lindhome, Inc.
Phil Lindhome 9/10/15
Signature Date
Riki Lindhome
Print Name
President
Title

Approved To Form Only
Venetian Casino Resort, LLC
Legal Department
[Signature]

Attachment A Female Comedy Series Marketing Rider

- Complete information on Artist, to include the following:
 - Bio (Brief)
 - Show Description (Under 90 words)
 - Logo (Vector format required .eps , .ai if not vector then 300dpi layered file)
 - 6 Photos (300 dpi resolution, Minimum 8x10 portrait)
 - 15 and .30 second Video spots in both horizontal and Vertical H.264 format. The .30 sec needs sound. Raw layered files are a must for multiple digital platforms.
- Full release of all materials provided by the Artist or their agents or representatives for us in conjunction with contracted performance dates and the comedy series.
- 3-5 Print/Radio phone interviews (Preferably 2-3 weeks prior to scheduled appearance)
- As reasonably requested by Venetian, and subject to Artist's schedule, 2 Regional/Local TV Appearances (Preferably the week of the show)
- On camera video interview during the Engagement to film for future shows, to be used for, and only in the event that Talent may later appear at The Venetian and/or The Palazzo under separate contract with Venetian.
- Advertiser status on Artist's social media sites to promote shows.
- 1 Post/Tweet on Twitter/Facebook/Instagram upon onsale announcements, 3 Post/Tweets on Twitter/Facebook/Instagram in 3 weeks prior to shows. Use of the following handles in all Tweets @VenetianVegas, @PalazzoVegas, @Comediannes
- Backstage Access for a 15 Minute time period to develop "Behind the Scenes" content for Social Media.

ATTACHMENT B

Garfunkel and Oates

**(Garfunkel and Oates is Riki Lindhome & Kate Micucci)
Contract Rider**

1. Billing:

~~Deposit, if applicable, must be received before advertising may commence.~~ **Artist or Artist's representative must approve all promotional material.** Artist shall receive 100% headline billing in all advertising, including but not limited to all marquees, lights, displays, programs, and in general, any and all forms of advertising and/or publicity relating to the engagement. All billing to read **Garfunkel and Oates**.

4. Publicity:

Any and all radio, television, newspaper, and/or magazine interviews made in conjunction with this performance requiring the participation of Artist requires the prior approval of Artist and must be arranged through Artist or Artist's representative.

5. Dressing Room:

a) Purchaser shall provide a comfortable and private dressing room. The lavatory shall be closed to the general public. Purchaser shall be solely responsible for the security of items in the dressing room and shall keep all unauthorized persons from entering said area.

b) Purchaser shall provide bottled water and two(2) Monster Energy Drinks (NOT sugar free) at Purchaser's expense.

6. Technical:

Purchaser agrees to furnish Artist with the following, at no cost to the Artist:

a) First class sound and light system to be approved by Artist, with qualified technician(s).

b) Adequate professional PA, to cover house with acceptable level of sound to reach the farthest seats of the balcony.

c) Two (2) D-I box.

d) Three (3) microphones with stands.

e) Two (2) ¼" cables for guitar and ukulele.

f) Sufficient microphone cables to move freely about the stage.

7. Recordings:

No portion of the performance may be broadcast, recorded, filmed, taped, or embodied in any form for any purpose of reproducing such performance, and purchaser agrees that it will not authorize any such recording. Purchaser will deny entrance to any persons carrying tape or video recording devices. Without limiting in any way the generality of foregoing prohibition, it is understood to include members of the audience, press, and employer's staff.

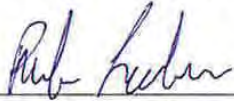
8. Cancellation: Limited to that as necessary for the purpose of Artists appearance in television or movies.

Purchaser agrees that Artist may cancel engagement hereunder by giving Purchaser notice of such cancellation not later than thirty (30) days prior to the commencement date of engagement.

9. Additional Requirements:

- a) Artist or Artist's representative must have approval of opening act and format of show.
- b) No children under the age of 16 shall be admitted to the engagement without Artist's approval.
- c) Purchaser shall ensure that no other activity shall take place in the performance venue during Artist's performance.
- d) Purchaser shall ensure that there is no distance between the edge of the stage and audience seats. If there is an orchestra pit or dance floor in front of the stage, Purchaser shall fill it with seats.

Read and accepted by:

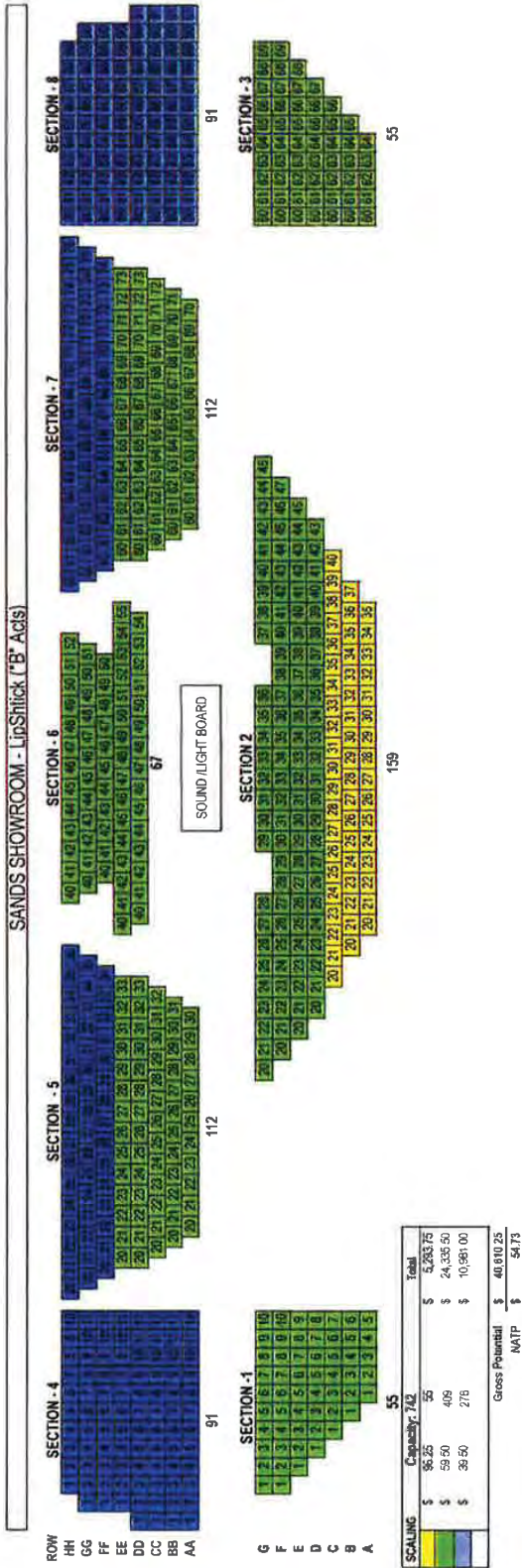


Riki Lindhome
f/s/o Riki Lindhome

Read and accepted by:

Purchaser

Kate Micucci
f/s/o Kate Micucci



Certificate Of Completion

Envelope Number: A55178122E2946BCA74A707562F338D7

Status: Completed

Subject: CW2330281 - Riki Lindhome - VCR Entertainment Agreement (Final Execution Copy 09.21.15) ARTIST SIGNE

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elaine Iwase

AutoNav: Enabled

3355 Las Vegas Blvd. South

Envelopeld Stamping: Enabled

Las Vegas, NV 89109

elaine.iwase@sands.com

IP Address: 216.109.111.40

Record Tracking

Status: Original

Holder: Elaine Iwase

Location: DocuSign

9/22/2015 12:32:55 PM PT

elaine.iwase@sands.com

Signer Events

Signature

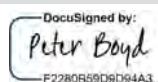
Timestamp

Peter Boyd

pete.boyd@sands.com

SVP OPS

Security Level: Email, Account Authentication
(None)

DocuSigned by:

F2280B59D9D94A3...

Using IP Address: 66.209.81.2

Sent: 9/22/2015 12:34:08 PM PT

Viewed: 9/22/2015 12:37:02 PM PT

Signed: 9/22/2015 12:37:15 PM PT

Electronic Record and Signature Disclosure:

Accepted: 9/22/2015 12:37:02 PM PT

ID: d3ed0ac2-08b5-4f97-ac35-7b19a84520dc

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ivie Dumlao

Ivie.Dumlao@sands.com

Legal Assistant

Las Vegas Sands Corp.

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/19/2014 3:55:21 PM PT

ID: 6d8686b6-87a0-4f96-960f-3bc4d31398bb

COPIED

Sent: 9/22/2015 12:37:16 PM PT

Patricia Diefenderfer

Patricia.Diefenderfer@sands.com

Entertainment

Las Vegas Sands Corp.

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

COPIED

Sent: 9/22/2015 12:37:16 PM PT

Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2015 12:37:16 PM PT
Certified Delivered	Security Checked	9/22/2015 12:37:16 PM PT
Signing Complete	Security Checked	9/22/2015 12:37:16 PM PT
Completed	Security Checked	9/22/2015 12:37:16 PM PT
Electronic Record and Signature Disclosure		

VEN 1201

CONSUMER DISCLOSURE

From time to time, Las Vegas Sands Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Electronic Representation of your signature and initials

Each time that you (or your agent) use the signature and initials that you have selected, it would be the electronic representation of your signature and initials for all purposes including legally binding contracts " just the same as a pen-and-paper signature or initial.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as

described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Las Vegas Sands Corp.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.fischer@venetian.com

To advise Las Vegas Sands Corp. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.fischer@venetian.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Las Vegas Sands Corp.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to craig.fischer@venetian.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Las Vegas Sands Corp.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to craig.fischer@venetian.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)

Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access, consent to receive materials electronically and the use of electronic representation of signature and initials

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above and agree that each time you (or your agent) use the signature and initials that you have selected, it would be the electronic representation of your signature and initials for all purposes including legally binding contracts “ just the same as a pen-and-paper signature or initial, please let us know by clicking the I agree button below.

By checking the I Agree box, I confirm that:

- I agree that each time I (or my agent) use the signature and initials that I have selected, it would be the electronic representation of my signature and initials for all purposes including legally binding contracts “ just the same as a pen-and-paper signature or initial; and
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Las Vegas Sands Corp. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Las Vegas Sands Corp. during the course of my relationship with you.

VEN 1204

VCR 430

VCR CONTRACT# 15-516



730 Fifth Avenue
New York, NY 10019
(212) 556-5600

10250 Constellation Boulevard
Los Angeles, CA 90067
(310) 550-4000

This Agreement is entered into the date last signed below (the "Effective Date") by and between R5 Touring Inc. (EIN: 45-5094746) f.s.o. R 5 ("Artist"), a California corporation, located at 17500 Labrador St, Northridge, CA and Venetian Casino Resort, LLC, ("Purchaser"), a Nevada limited liability company, located at 3355 Las Vegas Blvd. South, Las Vegas, Nevada 89109.

It is mutually agreed between the parties as follows:

The purchaser hereby engages the Artist and the Artist hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth, including those attached hereto and made a part hereof entitled 'Additional Terms and Conditions.'

1. Artist:

R 5

Date	Time	Location
Tue 29-Dec-2015	8:00pm (PST)	Venetian Theatre at The Venetian / 3355 S Las Vegas Blvd, Las Vegas, NV,
Thu 31-Dec-2015	7:30pm (PST)	Venetian Theatre at The Venetian / 3355 S Las Vegas Blvd, Las Vegas, NV,
Fri 01-Jan-2016	8:00pm (PST)	Venetian Theatre at The Venetian / 3355 S Las Vegas Blvd, Las Vegas, NV,
Shows per night: 1		

2. Compensation Details:

Compensation Term:

Fifty Thousand Dollars (\$50,000.00) per Show, for a total of One Hundred and Fifty Thousand Dollars (\$150,000.00) USD Flat Guarantee for three (3) shows.

Purchaser to provide backline to included in the attached Technical Package.

Purchaser to provide accommodations for approved travel party as follows:

Suite Accommodations. Purchaser to provide and pay for hotel rooms at The Venetian and/or The Palazzo for approved travel party (NTE 12 suites) for up to five (5) nights.

Room Credit. Artist and management to receive \$100.00 USD room credit per day and; band and crew to receive \$50.00 USD room credit per day.

Itemized Compensation	Amount
Guarantee	\$150,000.00

In addition to the above, and for the Opening Act as further set forth below, Venetian will pay Artist an amount of Two Thousand and Five Hundred Dollars (\$2,500.00) (the "Opening Act Fee").

3. Payment Schedule:

Purchaser will pay Artist Fifty Thousand Dollars (\$50,000.00) per Show, for a total of One Hundred and Fifty Thousand Dollars (\$150,000.00) for the three (3) Shows (the "Guarantee"), and the right for Artist to receive eighty-five percent (85.00%) of the NET box office receipts in excess of the \$150,000.00 Guarantee, after applicable tax and the approved expenses listed in the Financial Assumptions (Attachment C) have been deducted (the "Incremental Revenue").

For avoidance of doubt, Artist shall receive \$150,000.00 as the Guarantee, and in the event that the total aggregate NET Revenue (defined as gross revenue less applicable tax and the approved expenses listed below have been deducted) of all three (3) Shows exceeds \$150,000.00, then in addition to the Guarantee, Artist shall receive 85% of the Incremental Revenue.

For purposes of determining the Artist's receipt Incremental Revenue, if any, as set forth above, the parties shall use the Financial Assumptions as set forth in on Attachment C, attached hereto.

All payments shall be paid by wire transfer, certified check, university check, money order, bank draft, or cash as follows:

- Deposit of Seventy Five Thousand Dollars (\$75,000.00) to be credited against the Guarantee shall be paid by Purchaser to and in the name of ICM Partners ("ICM") (EIN: 133187509) located at 10250 Constellation Boulevard Los Angeles, CA 90067 (ATTN: Cash Room - Concerts) on or before November 29, 2015.
- Payment of Two Thousand and Five Hundred Dollars (\$2,500.00), as the Opening Act Fee, shall be paid by Purchaser to and in the name of ICM Partners (EIN: 133187509) located at 10250 Constellation Boulevard Los Angeles, CA 90067 (ATTN: Cash Room - Concerts) on or before November 29, 2015.
- Balance of Seventy Five Thousand Dollars (\$75,000.00) to be credited against the Guarantee shall be paid by Purchaser to and in the name of R5 Touring Inc. (EIN: 45-5094746) f.s.o. R 5, in the amount of Twenty Five Thousand Dollars (\$25,000.00) on or before each Show as set forth herein, or at Purchaser's discretion, one lump sum of Seventy Five Thousand Dollars (\$75,000.00) on or before the first Show.
- Earned percentages, overages and/or bonuses, if applicable, are to be paid to Artist by certified or cashier's check or bank wire within seven (7) days following the date of the last Show.

All payments shall be made in full without any deductions whatsoever.

Artist EIN: 45-5094746

4. Intentionally Omitted.

5. Performance Details:

All performances are public performances.

Performance 1: Tuesday, 29-Dec-2015

BILLING: 100% Top Headline Billing and Will Close Show
Event Capacity: 1,815
Sound Lights Information: Purchaser to provide and pay for first class sound and lights to Artist's specifications
Show Begins: 8:00pm (PST)
Show Length: One Complete Show
Advance Production Tech: Joe Zimmardo - joe.zimmardo@sands.com - 702-414-4629

Performance 2: Thursday, 31-Dec-2015

BILLING: 100% Top Headline Billing and Will Close Show
Event Capacity: 1,815
Sound Lights Information: Purchaser to provide and pay for first class sound and lights to Artist's specifications
Show Begins: 7:30pm (PST)
Show Length: One Complete Show
Advance Production Tech: Joe Zimmardo - joe.zimmardo@sands.com - 702-414-4629

Performance 3: Friday, 01-Jan-2016

BILLING: 100% Top Headline Billing and Will Close Show
Event Capacity: 1,815
Sound Lights Information: Purchaser to provide and pay for first class sound and lights to Artist's specifications
Show Begins: (8:00pm (PST)
Show Length: One Complete Show
Advance Production Tech: Joe Zimmardo - joe.zimmardo@sands.com - 702-414-4629

Total Capacity: 5,445**6. Additional Clauses / Conditions:**

Purchaser will provide availability of merchandise kiosk adjoining the Venue for sales of Artist-branded merchandise (the "Kiosk" and "Artist Merchandise"); staff labor and point-of-sale ("POS") system to be provided by Purchaser, unless otherwise agreed in writing between the parties.

Purchaser to receive twenty percent (20%) of Net Merchandise Revenue (defined as gross revenue from the sale of Artist Merchandise less only sales taxes, credit and debit card fees, commissions, refunds, returns and chargebacks), and Artist to receive eighty percent (80%) of the Net Revenue in connection with the sale of Artist's Merchandise at each Show. Artist Net Merchandise Revenue shall be calculated for each Show and settled promptly thereafter.

In the event that it is agreed that any other party than Purchaser is to sell Artist's merchandise, Artist shall be liable for, and indemnify and hold harmless for the payment of any and all governmental taxes, licenses, or fees related thereto.

VIP - Artist has the ability to sell a preshow VIP Meet and Greet ticket for fans that will not go into the gross, only the base ticket price will be counted as gross sales and Artist shall retain the incremental value between the base ticket price and VIP Ticket price.

Artists shall patronize and otherwise use exclusively the restaurants, nightclubs, meeting facilities and other amenities located at the Venetian Resort Hotel Casino or The Palazzo Resort Hotel Casino ("Resort") during the Artist's stay for the Shows. For the avoidance of doubt, Purchaser shall not be responsible for any of the costs or expenses of either official or non-official events unless coordinated by Purchaser or stated in this Agreement.

Artist agrees not to make any public performance, or promote any other public performance, within a one hundred (100) mile radius of the Resort any time prior to show date.

Artist shall provide an Opening Act consisting of DJ (Exact time TBD)

Artist shall perform the following marketing for Purchaser:

Pre-promote

OCTOBER

- Interview availability from members of R5 to promote the show upon announcement.
- Phoners - for web and print.
- A round of phone interviews with Las Vegas' entertainment media.
- Interview availability for possible interviews in the following segments: national, tween publications, teen publications
- Interview availability for possible interviews in the following feeder markets: Las Vegas, Los Angeles, San Diego, San Francisco, Denver, Phoenix, Dallas, Houston, Chicago.
- TV Appearances on LA entertainment and news shows, as opportunities present themselves when members of R5 are in market.
- Radio Appearances in LA, as opportunities present themselves when members of R5 are in market.
- Regular social media posts on R5 Facebook, Twitter, and Instagram channels until shows commence – at least one post per week.
- One short video starring members of R5 addressing fans and talking about NYE shows. This can be an authentic "hand-held" type video, and can be very short. It may be general, or it may give a specific update about the concert.
- A selection of R5 autographed items (7-10 total) to be used as social media giveaways.
- Artist to provide Purchaser with R5 CDs for 20 Vegas media to hype the show.

NOVEMBER

- Interview availability from members of R5 to promote the show.
- Phoners - for radio.
- A round of radio interviews with in feeder markets like the following: Las Vegas, Los Angeles, San Diego, San Francisco, Denver, Phoenix, Dallas, Houston, Chicago.

- TV Appearances on LA entertainment and news shows, as opportunities present themselves when members of R5 are in market.
- Radio Appearances in LA, as opportunities present themselves when members of R5 are in market.
- Regular social media posts on R5 Facebook, Twitter, and Instagram channels until shows commence – at least one post per week.
- One short video starring members of R5 addressing fans and talking about NYE shows. This can be an authentic “hand-held” type video, and can be very short. It may be general, or it may give a specific update about the concert.

DECEMBER

- Interview availability from members of R5 to promote the show, as applicable.
- Members of R5 availability anytime the week before NYE to do 2-3 local Vegas television shows. This can be scheduled to coincide with any rehearsal days, if appropriate.
- TV Appearances on LA entertainment and news shows, as opportunities present themselves when members of R5 are in market.
- Radio Appearances in LA, as opportunities present themselves when members of R5 are in market.
- Regular social media posts on R5 Facebook, Twitter, and Instagram channels until shows commence – at least one post per week.
- One short video starring members of R5 addressing fans and talking about NYE shows. This can be an authentic “hand-held” type video, and can be very short. It may be general, or it may give a specific update about the concert.
- Arrival photo at the resort (for instance, on a gondola), to service to local media and social media
- Appearance at a media family pre-concert reception on opening night.

7. Attachments:


This Agreement shall be subject to the following attachments, which shall be attached hereto and incorporated herein:

Attachment A – Additional Terms and Conditions;

Attachment B – Artist’s Rider; and

Attachment C – Financial Assumptions.

R5 Touring In. f.s.o. R 5



Nov 6, 2015

Signature

Date

Mark Lynch

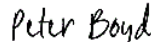
Print Name

President

Title

Venetian Casino Resort, LLC

DocuSigned by:



11/18/2015

F2280359D9D94A3...

Date

Peter Boyd

Print Name

SVP OPS

Title

Approved To Form Only
Venetian Casino Resort, LLC
Legal Department



Attachment A

ADDITIONAL TERMS AND CONDITIONS

8. Purchaser agrees to furnish at its own expense all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by Artist at rehearsals therefore, including a suitable theatre, hall or auditorium, well heated, lighted, and in good order, stage curtains and public address system in perfect working condition including microphone(s) in number and quality required by Artist and comfortable, lighted dressing rooms; all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be reasonably necessary and to take in, hang, work and take out the entertainment presentation (including scenery, properties, and baggage); all lights, tickets, house programs, all licenses (including musical performing rights licenses); special police, ushers, ticket sellers for advance or single sales (wherever sales take place), ticket takers; appropriate and sufficient advertising and publicity including but not limited to bill-posting, mailing and distribution of circulars, display newspaper advertising in the principal newspapers and Purchaser shall pay all other necessary expenses in connection therewith. Purchaser agrees to pay all amusement taxes. Purchaser agrees to comply with all regulations and requirements that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by Purchaser and by Artist. Purchaser agrees to furnish all necessary material and equipment and to comply with Artist's reasonable directions to arrange the stage decor and settings for the performance hereunder.
9. Artist shall have the sole and exclusive control over the production, presentation, and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and Artist shall have the sole right, as Artist may see fit, to designate and change at any time the performing personnel. Artist's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, an official or de facto state of war, Act of God, riots, strikes, labor difficulties, epidemics, any act or order of public authority or any other cause, similar or dissimilar, beyond Artist's control.
10. Commencing upon the date last signed above, and concluding upon completion of the last Show, Purchaser, shall have license to use Artist's name and likeness ("Artist's Intellectual Property") for advertisement and promotion of the Shows in any medium or location. Artist will have the right to approve all use of Artist's Intellectual Property, which approval shall not be unreasonably withheld, conditioned, or delayed. No use of Artist's Intellectual Property in connection with any Purchaser sponsorships shall occur without Artist's prior written approval.
11. If Purchaser shall fail to perform any of Purchaser's material obligations hereunder, or if Purchaser shall, for any reason, cancel the above mentioned engagement, Artist or Artist's agent may, after written notice and an opportunity to cure, at its option, elect to cancel this Agreement upon notice to Purchaser at any time after such default. If cancellation is so elected, Artist, at its option, may elect to exercise all remedies then available at law, or retain and/or be paid as liquidated damages those monies required to be paid as deposit pursuant to Paragraph 2 of this Agreement. The parties to this Agreement understand and agree that the foregoing liquidated damages provision is not a penalty and constitutes a fair and reasonable measure of the damages to be suffered by Artist, which would otherwise be difficult if not impossible to ascertain.
12. Artist and Purchaser have, unless otherwise modified by rider hereto, agreed to the type, size, use and quality of the public address system to be furnished by Purchaser pursuant to Paragraph 8 of these Additional Terms and Conditions.
13. Purchaser shall not have the right to broadcast or televise, photograph or otherwise reproduce the performance hereunder, or any part thereof. Purchaser agrees that no performers other than those to be furnished by Artist hereunder will appear on or in connection with the engagement hereunder. Neither party shall have the right to assign this Agreement, or any provision hereof. Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, or that Artist shall be liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof, or otherwise.
14. The entertainment presentation to be furnished by Artist hereunder shall receive billing in such order, form, size and prominence in Purchaser's sole and absolute discretion, and with Artist's approval (not to be unreasonably withheld, conditioned, or delayed) in all advertising and publicity issued by or under control of the Purchaser.

15. Purchaser agrees that the entertainment presentation will not be included in a subscription or other type of series without the written consent of Artist. In the event that payment to Artist shall be based in whole or in part on receipts of the performance(s) hereunder: (a) the scale of the ticket prices must be submitted to and approved by Artist in writing before tickets are ordered or placed on sale; (b) Purchaser agrees to deliver to Artist a certified statement of gross receipts of each such performance within two hours following such performance; and (c) upon prior reasonable request, Artist shall have the right to examine the box office records of Purchaser relating to gross receipts of this engagement only. In the further event that payment to Artist provides for expenses of the subject engagement to be borne, in whole or in part, by Artist, then Purchaser shall verify by paid receipts, cancelled check or similar documents all such expenses or they shall not be included as expenses of the subject engagement.
16. If before the date of any scheduled performance it is found the Purchaser has not performed fully its material obligations under this Agreement or that the financial credit of the Purchaser has been materially impaired, Artist may, after written notice to Purchaser and an opportunity to cure, if not so cured, cancel this Agreement
17. This constitutes the sole, complete and binding agreement between the parties hereto. ICM Partners acts only as agent for Artist and assumes no liability hereunder.
18. Artist shall have the sole and exclusive right, but not the obligation, to sell souvenir programs and other souvenir items including phonograph records in connection with, and at, the performance(s) hereunder, and subject to that as otherwise set forth in this Agreement.
19. This Agreement may not be changed, modified, or altered except by an instrument in writing signed by both parties.
20. All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement, With Copy for Purchaser To: Venetian Casino Resort, LLC, Attn. General Counsel, 3355 Las Vegas Blvd. South, Las Vegas, Nevada 89109.
21. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the order of precedence shall be first this Agreement, then the attachments in the sequence attached hereto.
22. Artist warrants that the Shows shall be professional in nature, and includes the warranties of fitness, suitability, and merchantability to Purchaser.
23. Artist understands and acknowledges that this Agreement, at the Purchaser's discretion, may be subject to Artist and ICM, and each of their principals completing and submitting to Purchaser a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by the Purchaser's Gaming Compliance Committee. Notwithstanding any other provision in this Agreement to the contrary, Purchaser may immediately terminate this Agreement without further obligation or liability to Artist if, in the judgment of Purchaser's Gaming Compliance Committee, or representatives thereof, the relationship with Artist or ICM could subject Purchaser to disciplinary action by gaming regulatory authorities or cause the Purchaser to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to the Purchaser's business.
24. In connection with the its own business, each party shall comply, and cause its subcontractors (including ICM) to comply, with all applicable local, state, federal, and international rules, laws, and regulations related anti-corruption, anti-money laundering, and gaming, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits. The FCPA also requires complete and accurate record-keeping which records each party shall maintain.
25. Purchaser requires its officers, employees, suppliers, and contractors to observe the highest standards of business and personal ethics. Each person is expected to practice honesty and integrity in every aspect of dealing with each other, the public, business community, customers, other suppliers, and government authorities.

26. Artist shall at all times adhere to the following:
- (a) Artist shall not directly or indirectly give or accept gifts, contributions, or prizes with a value exceeding \$150.00 ("Maximum Gift Value"), which is in any way connected with or related to the business or matters of Purchaser. The Maximum Gift Value shall be the limitation both in any individual instance, as well as that collectively with any single individual or entity within any one (1) year period;
 - (b) Artist shall not solicit gifts, contributions, gratuities, services, or kickbacks from Purchaser, nor Purchaser's suppliers or customers, regardless of value;
 - (c) Artist shall not give or accept, directly or indirectly, entertainment or meals in excess of usual and reasonable limits that are a normal and acceptable part of regular business activity, and all such meals shall be included in and subject to Maximum Gift Value's as set forth in subsection (a), above; and
27. Purchaser has established a compliance and ethic's hotline to enhance Purchaser's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Artist can help preserve the integrity of Purchaser's business, and the manner in which the Parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. Purchaser therefore strongly encourages Artist to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to Purchaser's website at www.lvscethics.com. In addition to the preceding reporting option, Artist may at any time contact Purchaser's management regarding any actual or alleged violation of ethics.
28. Artist represents that it has not provided, and shall not provide, directly or indirectly, funds or other consideration to any person or entity (including Purchaser and its employees and agents) to improperly procure special or unusual treatment with respect to this Agreement, the Work, or for the purpose of otherwise improperly influencing Artist's relationship with Purchaser. Artist shall cause all of its officers, directors, employees, members, partners, agents, subcontractors and suppliers to comply with the restrictions contained in this paragraph.
29. Artist has read, understands, and agrees to comply with, and not do anything in violation of Purchaser's Supplier Code of Conduct, as available at: http://www.sands.com/files/LVS_SupplierCodeofConduct_Jan2013.pdf , or as a hard copy of which may be requested in writing by Artist from Purchaser.
30. To the extent that the services under the Agreement requires Artist to have access to personally identifiable information about an individual hereinafter referred to as "PII"), Artist shall after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Artist agrees to allow access only to those employees who need the PII to perform services under the Agreement, and agrees that PII will be used solely for the purpose of performing services under the Agreement. Artist shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons within Artist's organization directly concerned with the performance of the Agreement. Artist shall administer a monitoring process to ensure compliance with the provisions of this section, promptly report in writing any breaches to Purchaser, and implement immediate, appropriate corrective actions to contain and prevent recurrence. Protected PII is an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. All electronic copies of Protected PII must be protected with NIST FIPS 140-2 compliant encryption while in transit.
31. Artist understands and agrees that all reimbursable expenses must be agreed and authorized by Venetian in writing prior Artist's incurring such, subject to Purchaser's policies regarding reimbursement as available at <http://www.sands.com/files/2015-Contractor-Expense-Reimbursement-Policy.pdf> , or as a hard copy of which may be requested in writing by Artist from Venetian, and subject to Venetian's audit at any time during the term of the Agreement and for a period of three (3) years thereafter.
32. All information arising from or related to this Agreement, or made known to Artist by Purchaser hereunder (at the event or otherwise) shall be considered Purchaser's confidential information, and Artist shall not disclose it to any employee or third-party except to the extent necessary for Artist to provide the services

under the Agreement.

33. Nothing in this Agreement shall require the commission of any act contrary to applicable law or similar body having jurisdiction over the services and personnel to be furnished by Artist to Purchaser hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
34. This (and any riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
35. This Agreement shall be construed in accordance with the laws of the State of Nevada applicable to agreements entered into and wholly to be performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved by binding arbitration; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Clark County in the State of Nevada and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.
36. The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

END

Attachment B
ARTIST'S RIDER

See attached.

R5 SHORT FORM ADVANCE FILE

This file contains 12 pages.

For standard tour dates please review pages

For fly dates please review pages:

Table of Contents

Please look at the bottom of the Worksheet to find tabs related to each section.

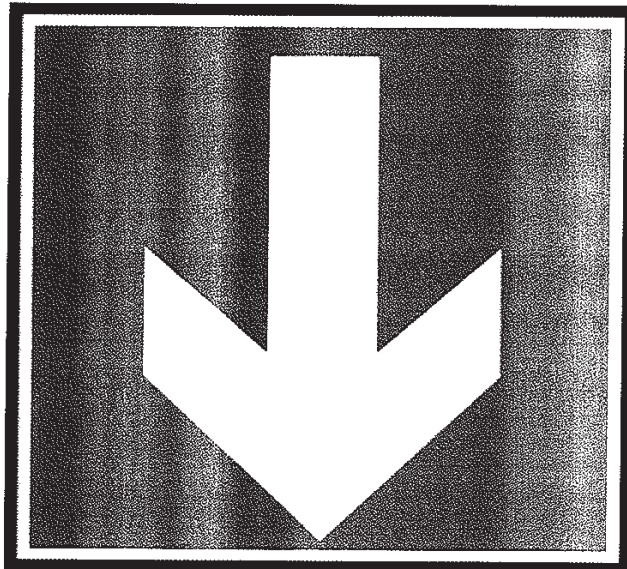
Red tabs: Venue advance

Yellow Tabs: R5 Hospitality

Green Tabs: Input List, Audio needs for fly dates.

**Orange Tabs: Backline rental needs for fly dates.
Stage plots.**

Blue Tabs: Lighting info and plot.



R5 Short Form Advance

Details Please print and review all pages.

TM/PM/FOH: Fabrizio Del Monte cell: 604-763-7371
fabriziodelmonte@me.com

Settlement: I will handle R5 settlements and advance details.
Any cheques should be payable to the following:
R5 TOURING INC
I WILL ADVANCE ALL REQUESTS FOR CASH/CHEQUE FOR R5.

Parking: Secured parking for the following:
R5: 2 buses, one with a trailer.
Support: 1 bus with a trailer.
Trucks: 2 53 foot trucks.
Where applicable please provide shore power.

Labor: Please provide a minimum of 16 stage hands for load in and out.
8 truck loaders.
1 electrician all day.
4 stage hands held for change overs.
2 rigging teams. 2 up 1 down.
4 spot ops-TBA.

Power: 200 amps three phase service for audio. Minimum
400 amps three phase power for lighting. Minimum.
Or 2, 200 Amp for lighting.

Stage size: We can work with 60 ' x 40'

Sound: The PA should be stereo and the highest possible quality.
Able to provide 108 db A weighted at the mix position.
Mix position should be as centered as possible in the room.
Main PA should be one of the following: VDOSC, JBL VERTEC
EV XLINE, Meyer Leo. Subs on an aux is preferred.
R5 will be carrying console groups for the tour.
We will have all mics, stands, cables, etc.

Lighting: R5 will be traveling with a complete lightining rig.

LD contact:

Additional: R5 will need two 8' by 8' by 2' risers. Carpet covered preferred.

R5 Short Form Advance

Dressing rooms: R5: 1 large dressing room with showers.
Crew room: For after show showers.
Support: 1 dressing room with shower
1 production office for touring staff.
To include secured high speed internet for tour use only.
Towels:
R5: 32 bath towels. 12 stage towels. Clean black towels.
Support: 10 bath towels. 10 clean towels for stage.

Barricade: ~~Please have a proper blow through barricade for band and audience protection. This should be properly staffed with house security. At least 1 person per 8 feet.~~

Security: Provide the following security staff:
1 to roam and cover the bus area. To start at load in.
1 person at all access points to the stage area.
1 person to roam backstage.
1 person at the FOH position. From soundcheck on.
And needed staff at all points through the venue for a secure show.
A security meeting covering pass sheets and all details will be had prior to show.

Tour passes: The tour will run on R5 tour passes.

Runner: ~~Please provide 12 passenger van. With back seat out. The runner can make limited runs with any artists. All runs to be approved through R5 tour management~~

Hospitality: ~~All hospitality will be bought day of show. Breakfast, lunch and dinner to be advanced through R5 tour management.~~

Merchandise: **Contact:**
email:
Phone:
Please provide a well lit location to vend from.
4-8 foot banquet tables, and if possible merch grids.

R5 Hospitality.

Breakfast

Number: 25 people
Omelette bar, cold breakfast, coffee, juices.
Ready 1 hour before load in.

Lunch

Number: 40 people Plus locals
Soup, salad, sandwiches. Cold and hot drinks.

Dinner:

Number: 30 people Plus locals
Menu option to be provided prior to show for management
to review.

Local crew

Coffee and donuts in the break room.

At load in:

24 bottles of spring water.

Dressing room rider:

**This will all be purchased day of show from lists provided.
Do not pre buy rider!**

R5 INPUT LIST

Channel	Instrument	Location	Mic	Stand Type	Cable Length
1	Kick In	Drum Riser	Beta 91	none	25'
2	Kick Out	Drum Riser	Beta 52	small boom	25'
3	Snare Top	Drum Riser	SM 57	clip	25'
4	Snare Bottom	Drum Riser	AE 3000	clip	25'
5	Rydel Tom	Drum Riser	Sennheiser 604	small boom	25'
6	Hi Hat	Drum Riser	AE5100	clip	25'
7	Tom 1	Drum Riser	Sennheiser 604	clip	25'
8	Tom 2	Drum Riser	Sennheiser 604	clip	25'
9	Tom 3	Drum Riser	Sennheiser 604	clip	25'
10	Ride	Drum Riser	AE5100	clip	25'
11	OHL	Drum Riser	AT4081	large boom	25'
12	OHR	Drum Riser	AT4081	large boom	25'
13	Drum Vox	Drum Riser	Beta 56	large boom	25'
14	Drum Talkback	Drum Riser	XLR	none	25'
15	Bass DI	Upstage SL	Direct Box	none	25'
16	Bass AMP	Upstage SL	XLR	clip	25'
17	SR Gtr 1	Upstage SR	SM57	clip	25'
18	SR Gtr 2	Upstage SR	Palmer DI	clip	25'
19	Ctr Gtr 1	Upstage Ctr	SM57	clip	25'
20	Ctr Gtr 2	Upstage Ctr	Palmer DI	clip	25'
21	SR Acoustic	Upstage SR	Direct Box	none	25'
22	Ctr Acoustic	Upstage Ctr	Direct Box	none	10'
23	Key L	Key Riser SR	XLR	none	25'
24	Key R	Key Riser SR	XLR	none	25'
25	Band TB	Upstage Ctr	AE6100	large boom	25'
26	Rocky Vox	Downstage SR	AEW t6100	large boom	25'
27	Ross Vox	Drum Riser	AEW t6100	large boom	10'
28	Riker Vox	Downstage SL	AEW t6100	large boom	25'
29	Rydel Vox	Key Riser SR	AEW t6100	large boom	10'
30					
31	Rock Key Left				
32	Rock Key Right				
33	Track Synth L	Drum Riser	XLR	none	10'
34	Track Synth R	Drum Riser	XLR	none	10'
35	Track Perc L	Drum Riser	XLR	none	10'
36	Track Perc R	Drum Riser	XLR	none	10'
37	Track BG L	Drum Riser	XLR	none	10'
38	Track BG R	Drum Riser	XLR	none	10'
39	Track Vox Lead	Drum Riser	XLR	none	10'
40	Click	Drum Riser	XLR	none	10'
41	Spare Vox	Downstage Ctr	AE6100	large boom	25'
42	Diamond Talkback				
43	Audience L	Downstage SL	condenser mic	small boom	25'
44	Audience R	Downstage SR	condenser mic	small boom	25'
45	Highton Pad L	Key Riser SR			
46	Highton Pad R	Key Riser SR			
47	FOH Talkback				
48	Monitor Talkback				

R5 Audio Rental List

For fly dates please have the following equipment.

FOH: Preferred is a Digidesign Profile.
Secondary options can be discussed.

PA Meyer LEO, VDOSC, EV X-Line, JBL VERTEC 4889, VTX

Lighting: Two plots attached please confirm which is doable.

Monitors: Digidesign Profile, Mix Rack, or SC 48.
6-Shure PSM 1000. IEM's.
5 Audio Technica 6100 wireless mics.
Or 5 Shure Wireless Mics

All Cabling for Stage

Power drops must be provided for backline and monitor world.

Please provide proper transformers where needed as we will be carrying equipment from the US that will need 110 voltage.

R5 Backline Equipment List

Drums All DW.

- 1 22" x 18" Kick drum**
- 2 14" x 6.5" Snare drums-Maple preferred**
- 2 12" x 3" piccolo snare drums**
- 1 13" rack tom**
- 1 16" floor tom**
- 1 18" floor tom**
- 2 DW 9000 Bass Drum Pedals**
- 2 DW 9000 Series Hi Hat stands with 2 legs**
Must be able to mount hi hats at 1 meter height.
- 3 DW snare stands**
- 2 DW Rack tom stands for 2 toms**
- 7 DW series cymbal stands**
- 2 DW motorcycle style drum throne-without back rest**
- 6 Pairs of Vater H-220 5B Josh Freese drum sticks.**
- 1 Small percussion table**
- 1 8 x 8 drum carpet**
- 4 5 pound sand bags**
- 2 stage fans**
- 1 10 " Paiste 20 metal splash**
- 1 14" Paiste 20 Hi Hats (Pair)**
- 1 18" Paiste Alpha Swiss Metal Crash**
- 2 20" Paiste 2002 Crash**
- 1 22" Paiste 2002 Crash**
- 1 22" Paiste 2002 Ride**

Bass

- 1 Fender Jazz Bass American standard with straps**
Rosewood fretboard-Prefer white or blue.
- 2 Gallien Krueger 2001RB or 1001RB or 800RB With all cables**
- 2 Gallien Krueger NEO 8 x 10 cabs.**
Or 4 4x10 cabs.
- 2 25 foot 1/4" instrument cables.**

Guitar SR

- 1 Gibson Les paul**
- 1 Gibson Acoustic with internal pick up**
- 2 Marshall JVM 410H with foot switch.**
Or-Marshall JCM 2000 DSL
Or-JCM 900 Dual Reverb Model
- 2 Marshall 1960A Top 4x12 cabs with cables**
- 2 25 foot 1/4" guitar cables.**

R5 Backline Equipment List

Guitar SL

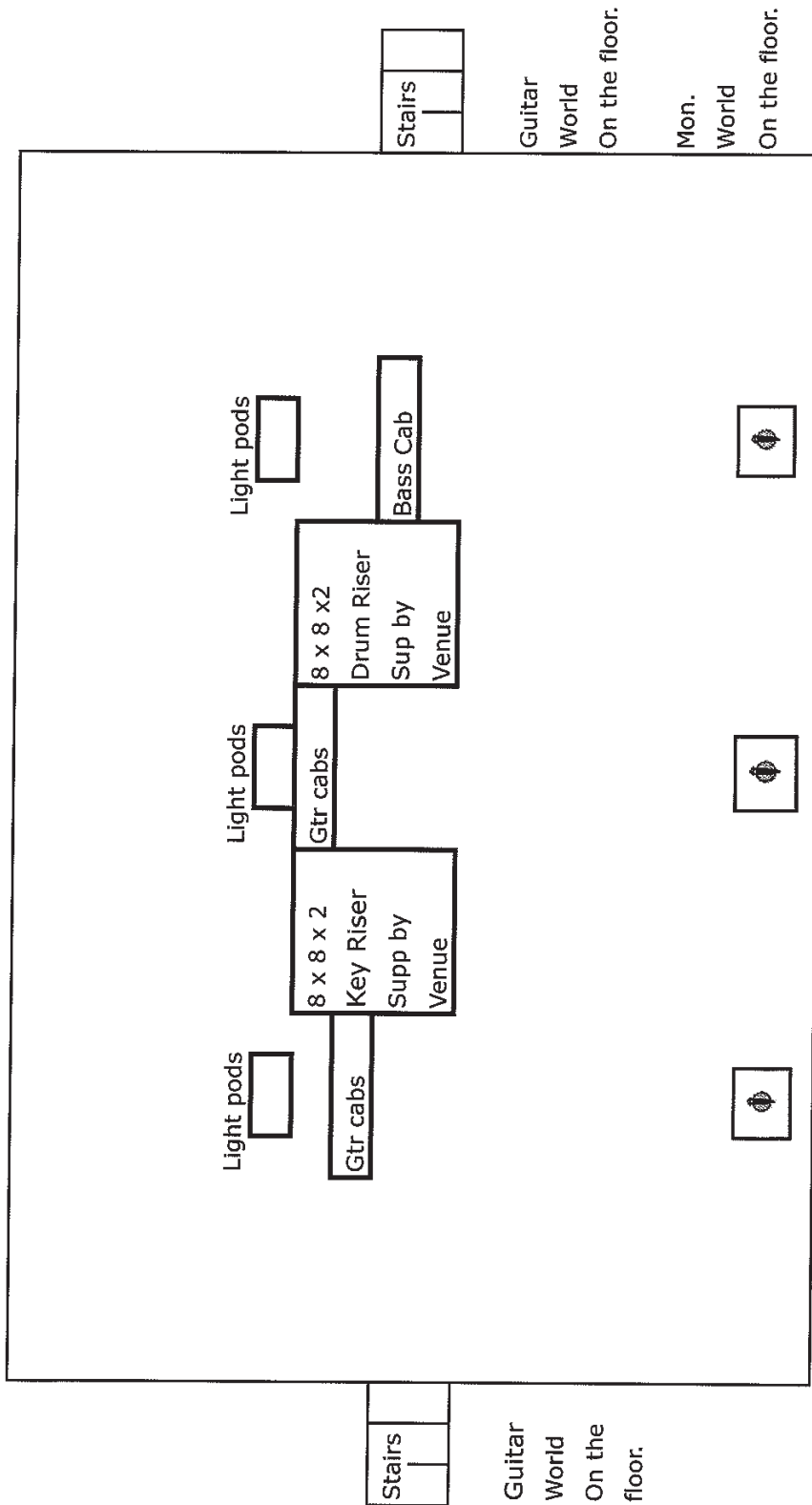
- 1 Fender Telecaster with Humbucker in Bridge position**
- 2 Fender Supersonic 100 watt with all cables**
Marshall JVM 410H with foot switch.
Or-JCM 900 Dual Reverb Model
- 2 25 foot 1/4" cables.**
- 2 Ultracase guitar boats with 6 or 8 spaces.**

Keyboards

- 1 Novation 61 SL MkII Keyboard Controller**
- 2 Ultimate Apex AX-48 Pro Plus Keyboard Stand**
2 Tier with Mic Stand

Staging 8' wide by 8' long bt 24" tall carpeted rolling risers.

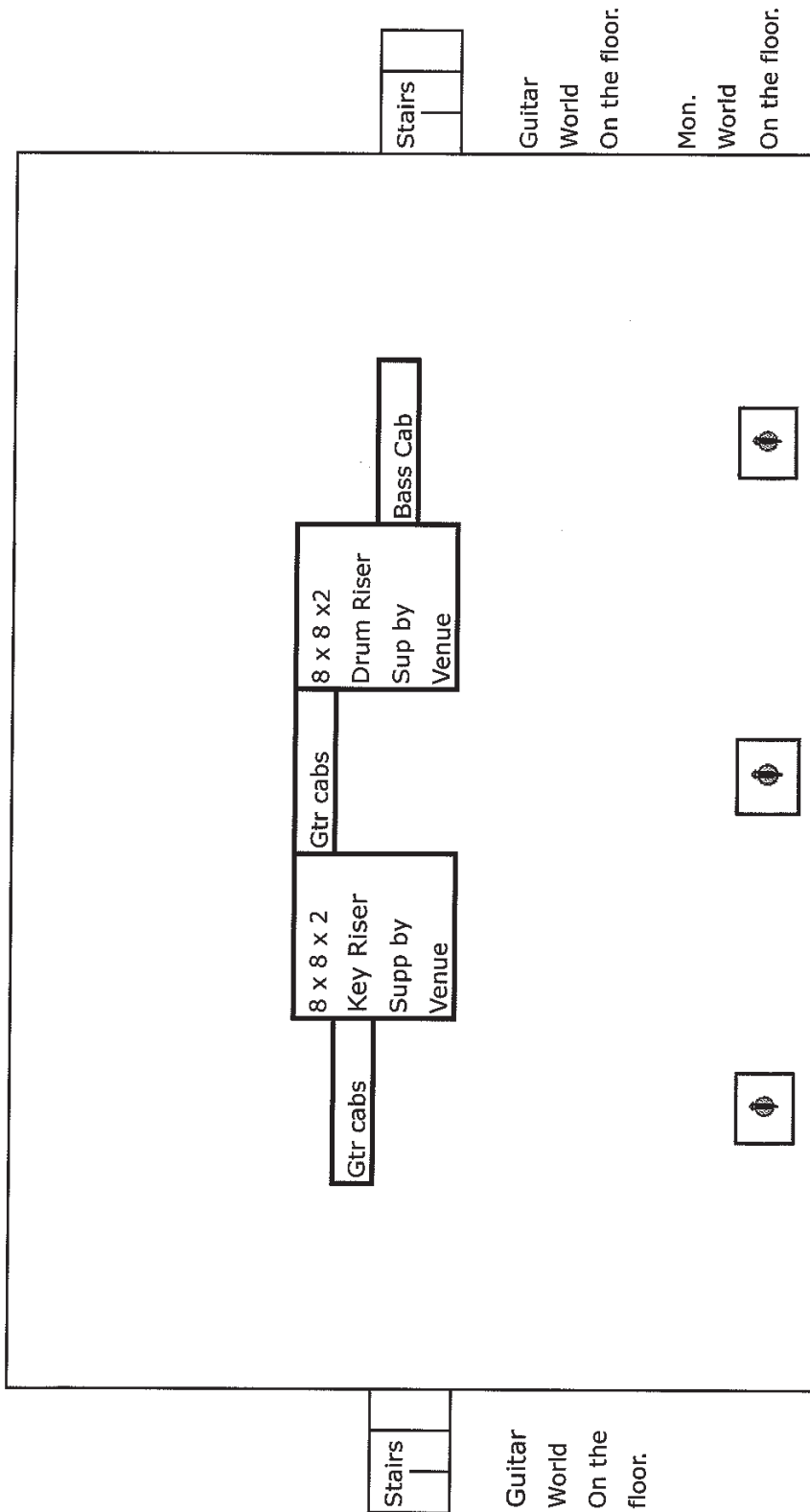
R5 stageplot and layout



5 foot vertical truss with downstage lights!

Guitar and monitor worlds are all based on a 60 x 40 arena stage. For sheds and festivals they will be located off stage in the wings. SL and SR Guitar worlds will need 6' by 6' areas. Monitor world will need 8' by 6' area.

R5 stageplot and layout



5 foot vertical truss with downstage lights!

Guitar and monitor worlds are all based on a 60 x 40 arena stage.
For sheds and festivals they will be located off stage in the wings.
SL and SR Guitar worlds will need 6' by 6' areas.
Monitor world will need 8' by 6' area.

Lighting Contact Information

Power Requirements: 1-200 amp 3 phase service with camlocks or largel lugs with tie ins.
This will be tied in by a house electrician.
A pass through is acceptable as long as it meets the 200 amp needs.

Spotlights: When requested, 4 spotlights will be required for the show.
They should have the following gels framed for them:
1. Lee 205(Half CTO) 2. Lee 106 (Red). 3. R80 (Blue)

Data: One open 5-pin DMX line to FOH for floor package

Console: We are traveling with a lighting desk, all lighting will be patched into our console.
Except on festival and fly dates.

Riser: If FOH is in the open floor seating, a 8'x8' riser will be needed.
Height only needs to be 12-18" high.
A 6' banquet table is requested on the riser as well.

Backdrop: We will be hanging a 32'w x 26'h backdrop.
Please have a backdrop truss or some other way of hanging this.
Also, have the ability to hang a possible support back drop as well.

Plots: PDF's of the plots will be sent appon request

Gel Color: For Festival rigs, and such, these are the following colors for the Gel
DS: R26, R80, R22, N/C, L128, R58
US: R26, R80, R22, L139, L128, R58

**All changes must be approved in advance with
Fabrizio Del Monte.**

Attachment C
FINANCIAL ASSUMPTIONS

See attached.

Attachment C

Financial Assumptions

The table to the right summarizes the revenue, expenses, and potential for Artist profit, assuming a sell-out.

The Artist's profit potential is based on 85% of the NET, less the guarantee.

The tables below detail the revenue potential and projected expenses, assuming 100% occupancy.

POTENTIAL REVENUE & EXPENSE	
ASSUMING 100%	TOTAL
Gross Potential	\$426,495
Taxes, Fees, Brokers	(\$108,890)
Production Expenses	(\$91,704)
NET	\$225,901

ARTIST POTENTIAL @ SELL-OUT	
GUARANTEE	\$150,000
85% Artist Profit Share	\$42,015
ARTIST POTENTIAL	\$192,016

R5
12.29.15 & 01.01.16

2 Shows
Box Office - TBD

R5
12.31.15.EARLY

1 Shows
Box Office - TBD

Deal					
\$ 100,000 Guarantee vs. 85% \$ 50,000 per show					
of Gross Box Office Receipts after all Fees, Taxes and Expenses.					
Box Office					
	Capacity	Comps	Available	Price	Gross
Ticket 1	55		55	\$145.00	\$ 7,975
Ticket 2	682	40	642	\$85.50	\$ 54,891
Ticket 3	715		715	\$75.50	\$ 53,983
Ticket 4	363	30	333	\$55.50	\$ 18,482
One Show	1,815	70	1,745	\$ 77.55	\$ 135,330
		Avg. Net ticket price		\$57.27	
Total Shows	3,630	140	3,490	\$ 77.55	\$ 270,660
Gross Potential					
Facility Fee (Included in ticket price)			\$10.00		\$ (34,900)
Leisure Entertainment Tax "LET" (%) Divisor			9.00%		\$ (22,348)
Brokers (Allowance)					\$ (13,533)
Net Gross Receipt					\$ 199,879
Total Expenses					\$ (62,362)
Net Show Receipts					\$ 137,517
Offer					
					Local Cur
Guarantee					\$ 100,000
Vs. Deal	85.00%				\$ 116,889
Artist Earnings					\$ 116,889
Promoter Earnings					\$ 20,628
Break-Even Calculations					
Attendance	2,813		Percentage		80.60%
Expenses					
	Budget	Comments			
Advertising	\$ 15,000				
Stagehands	\$ 7,000				
Catering	\$ 7,500				
Catering Extras 1	\$ -				
Runners & Vans	\$ 750				
Other Production 1	\$ -				
Band Transport	\$ -				
Hotel	\$ 25,556				
Total Fixed Costs	\$ 55,806				
Variable Costs					
	Cost	Rate	min	max	
ASCAP (% of Net Gross)	\$ 899	0.45%	\$0	\$0	
BMI (% of Net Gross)	\$ 600	0.30%	\$0	\$0	
Insurance (\$ per ticket)	\$ -	\$0.00	\$0	\$0	
Credit Card (% of Net Gross)	\$ 4,997	2.50%	\$0	\$0	
SESAC (\$ per ticket)	\$ 60	\$0.01730	\$0	\$0	
Total Costs	\$ 62,362				

Deal					
\$ 50,000 Guarantee vs. 85% \$ 50,000 per show					
of Gross Box Office Receipts after all Fees, Taxes and Expenses.					
Box Office					
	Capacity	Comps	Available	Price	Gross
Ticket 1	55		55	\$150.00	\$ 8,250
Ticket 2	682	40	642	\$95.50	\$ 61,311
Ticket 3	715		715	\$85.50	\$ 61,133
Ticket 4	363	30	333	\$75.50	\$ 25,142
One Show	1,815	70	1,745	\$ 89.30	\$ 155,835
		Avg. Net ticket price		\$67.46	
Total Shows	1,815	70	1,745	\$ 89.30	\$ 155,835
Gross Potential					
Facility Fee (Included in ticket price)			\$10.00		\$ (17,450)
Leisure Entertainment Tax "LET" (%) Divisor			9.00%		\$ (12,867)
Brokers (Allowance)					\$ (7,792)
Net Gross Receipt					\$ 117,726
Total Expenses					\$ (29,342)
Net Show Receipts					\$ 88,384
Offer					
					Local Cur
Guarantee					\$ 50,000
Vs. Deal 85.00%					\$ 75,126
Artist Earnings					\$ 75,126
Promoter Earnings					\$ 13,258
Break-Even Calculations					
Attendance	1,157	Percentage			66.30%
Expenses					
	Budget	Comments			
Advertising	\$ 15,000				
Stagehands	\$ 3,500				
Catering	\$ 1,500				
Catering Extras 1	\$ -				
Runners & Vans	\$ 375				
Other Production 1	\$ -				
Band Transport	\$ -				
Hotel	\$ 5,111				
Total Fixed Costs	\$ 25,486				
Variable Costs					
	Cost	Rate	min	max	
ASCAP (% of Net Gross)	\$ 530	0.45%	\$0	\$0	
BMI (% of Net Gross)	\$ 353	0.30%	\$0	\$0	
Insurance (\$ per ticket)	\$ -	\$0.00	\$0	\$0	
Credit Card (% of Net Gross)	\$ 2,943	2.50%	\$0	\$0	
SESAC (\$ per ticket)	\$ 30	\$0.01730	\$0	\$0	
Total Costs	\$ 29,342				

VEN 1226
VCR 452

Certificate Of Completion

Envelope Number: 6B06DC8EA40C4963853775A188190E19

Status: Completed

Subject: CW2341687 - ICM VCR R5 Agreement (Finala Execution Copy 11.09.15).pdf

Source Envelope:

Document Pages: 22

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Envelope Originator:

Brad Morrison

3355 Las Vegas Blvd. South

Las Vegas, NV 89109

brad.morrison@sands.com

IP Address: 216.109.111.17

Record Tracking

Status: Original

11/18/2015 1:04:22 PM PT

Holder: Brad Morrison

brad.morrison@sands.com

Location: DocuSign

Signer Events

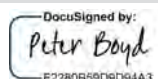
Peter Boyd

pete.boyd@sands.com

SVP OPS

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

F2280B59D9D94A3...

Using IP Address: 66.209.81.2

Timestamp

Sent: 11/18/2015 1:04:51 PM PT

Viewed: 11/18/2015 2:16:52 PM PT

Signed: 11/18/2015 2:17:10 PM PT

Electronic Record and Signature Disclosure:

Accepted: 11/18/2015 2:16:52 PM PT

ID: b0ad2eac-1e98-48bf-8207-2ddc34783c2a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/18/2015 1:04:51 PM PT

Certified Delivered

Security Checked

11/18/2015 2:16:52 PM PT

Signing Complete

Security Checked

11/18/2015 2:17:10 PM PT

Completed

Security Checked

11/18/2015 2:17:10 PM PT

Electronic Record and Signature Disclosure

VEN 1227

VCR 453

CONSUMER DISCLOSURE

From time to time, Las Vegas Sands Corp. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Electronic Representation of your signature and initials

Each time that you (or your agent) use the signature and initials that you have selected, it would be the electronic representation of your signature and initials for all purposes including legally binding contracts " just the same as a pen-and-paper signature or initial.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as

described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Las Vegas Sands Corp.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: craig.fischer@venetian.com

To advise Las Vegas Sands Corp. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at craig.fischer@venetian.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Las Vegas Sands Corp.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to craig.fischer@venetian.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Las Vegas Sands Corp.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to craig.fischer@venetian.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)

Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access, consent to receive materials electronically and the use of electronic representation of signature and initials

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above and agree that each time you (or your agent) use the signature and initials that you have selected, it would be the electronic representation of your signature and initials for all purposes including legally binding contracts “ just the same as a pen-and-paper signature or initial, please let us know by clicking the I agree button below.

By checking the I Agree box, I confirm that:

- I agree that each time I (or my agent) use the signature and initials that I have selected, it would be the electronic representation of my signature and initials for all purposes including legally binding contracts “ just the same as a pen-and-paper signature or initial; and
- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Las Vegas Sands Corp. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Las Vegas Sands Corp. during the course of my relationship with you.

VEN 1230

VCR 456

VCR CONTRACT# 15-451



9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA
Phone +1 310-859-4129
email ks@WMAEntertainment.com

CARLY RAE JEPSEN

CRJ TOURING INC

ARTIST RIDER AND ADDENDA ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT

Agreement made 04 Nov 2015 between CRJ TOURING INC. (hereinafter referred to as "PRODUCER") furnishing the services of CARLY RAE JEPSEN (hereinafter referred to as "ARTIST") and VENETIAN CASINO RESORT, LLC/Boz Zimmardo (hereinafter referred to as "PURCHASER")

It is mutually agreed between the parties as follows

The PURCHASER hereby engages the PRODUCER to furnish the services of ARTIST for the Engagement (as described herein) upon all the terms and conditions herein set forth, including, without limitation, Addendum "A" (Additional Terms and Conditions), the Artist Rider, and any other PRODUCER addenda referenced herein (if any), all of which are attached hereto and fully incorporated herein by reference

1. ENGAGEMENT VENUE(S):

THE VENETIAN RESORT HOTEL CASINO
3355 Las Vegas Blvd South
Las Vegas, NV 89109
USA

2. DATE(S) OF ENGAGEMENT:

Wed 30 Dec 2015 - Sat 02 Jan 2016

a. Number of Shows

3

b. Show Schedule(s):

Wed 30 Dec 2015

TBA Doors

TBA Support - TBA, (20 min)

TBA CARLY RAE JEPSEN, (60 min)

TBA Curfew

Thu 31 Dec 2015

TBA Doors

TBA Support - TBA, (20 min)

TBA CARLY RAE JEPSEN, (60 min)

TBA Curfew

Sat 02 Jan 2016

TBA Doors

TBA Support - TBA, (20 min)

TBA CARLY RAE JEPSEN, (60 min)

TBA Curfew

*Showtimes subject to change

*Carly Rae Jepsen Estimated to go on at either 8pm or 9pm on 12/30 and 1/2

*Carly Rae Jepsen Estimated to go on at either 10pm or 10 30pm on 1/31

3. BILLING (in all forms of advertising):

100% Headline Billing

Agreement dated 04-November-2015

Page 1 of 10

WMAE Concert, rev 2014-05-29 / updated March, 2015

CARLY RAE JEPSEN
VENETIAN CASINO RESORT, LLC
Seq 2194678

VEN 1231
VCR 457

4. COMPENSATION:

\$150,000.00 USD (One Hundred Fifty Thousand U.S. Dollars) GUARANTEE, versus the right to receive 85.00% of the gross box office receipts after applicable tax and the approved expenses listed below have been deducted.

DEPOSIT requirements and PAYMENT TERMS are further set forth below in Section 10.

5. PRODUCTION AND CATERING:

Purchaser to provide Venue and all sound, lights and video per the "Venetian Theater House System" (see technical package) and backline per Artist rider

Production Contact:

6. TRANSPORTATION AND ACCOMMODATIONS:

- a) ~~Air transportation~~
- b) Accommodations Purchaser to provide and pay for hotel rooms for approved travel party for up to ^{five} ~~seven~~ nights. Purchaser to provide and pay for Artist and Management to receive \$100 per day "room credit", band & crew \$50 per day "room credit"
- c) ~~Air freight and excess baggage~~
- d) ~~Ground transportation~~ Purchaser to provide and pay for local ground transportation for Artist/travel party to and from airport/hotel/venue
- e) ~~Meals and incidentals~~
- f) ~~Other~~

Any changes to the above-mentioned arrangements are subject to the sole and exclusive prior written approval of PRODUCER

7. SPECIAL PROVISIONS:

Offer is for Carly Rae Jepsen to perform 3 shows from Dec. 30, 2015 to Jan. 2, 2016 for a total Guarantee of \$150,000 vs 85% of Adjusted Gross Box office receipts

Purchaser to pay for support/opening act

Buyer to attach detailed expenses to contract upon issuance by WME. These expenses are subject to WME approval

VIP Packages are up to Producers discretion, however execution of package elements to be agreed upon mutually (method of delivery, logistics etc)

Producer shall use good faith efforts to assist in promoting the engagement contemplated hereunder. Specific promotional activities (such as social media participation, Press, TV appearances etc.) shall be subject to approval by Producer in its absolute discretion upon request by Purchaser

In the event that the Purchaser materially breaches contract, Artist reserves the right to cancel the entire engagement and will be entitled to the full guarantee.

- a) ARTIST to receive FIFTY (50) complimentary tickets for this engagement
- b) All press / interview requests should be sent to Lisa DiAngelo (Lisa.DiAngelo@umusic.com)
- c) ARTIST to receive a mutually agreeable number of complimentary promotional tickets for this engagement. All promotional comps to be approved by ARTIST management
- d) Admits, marketing plans, and ticket headers must be approved prior to the on-sale by Laura Hless (Laura.Hless@umusic.com)
- e) ~~Advertising should be settled at Gross~~
- f) Any and all support acts must be approved in writing by David Levine (DL@wmeentertainment.com)
- g) There shall be no visible sponsor signage on, around or near the stage, nor shall there be any sponsor signage inside the venue. No implied endorsements or "presents" of any kind. Any exceptions to this must be approved in advance in writing to David Levine (DL@wmeentertainment.com)
- h) The show production schedule (including without limitation, load-in, load-out, sound check and all other production call times) shall be subject to PRODUCER's prior written approval and shall be advanced with ARTIST management or its authorized representative. PURCHASER's failure to comply with this paragraph shall be deemed a material breach of contract and PRODUCER and ARTIST shall have the right to not perform the engagement and shall be entitled to receive the full agreed compensation
- i) There shall be no ARTIST meet & greets without prior written permission from ARTIST management
- j) Absolutely no pre-show announcements whatsoever

k) No audio or video recording, live broadcasts or webcasts without prior written permission from David Levine (DL@wmeentertainment.com) or ARTIST management

l) There shall be no use of ARTIST's name, likeness, logo or otherwise on any merchandise without prior written approval from ARTIST management.

m) Any language that may have been contained in your offer, which is not included in this Agreement, shall not be considered part of the Agreement between the parties hereto

• ALL BANK WIRES SHOULD BE DIRECTED TO THE FOLLOWING ADDRESS

WME Entertainment, LLC
City National Bank
400 N Roxbury Dr
Beverly Hills, CA 90210
ABA 122016066
Account # 113147172

PLEASE REFERENCE CARLY RAE JEPSEN AND SHOW DATE

This will be Artist's only date in Las Vegas or the surrounding area until after Jan 2

8. ARTIST RIDER:

PURCHASER shall provide and pay for all terms and conditions contained in the ARTIST rider and shall fully comply with all provisions thereof

9. CURRENCY AND EXCHANGE RATE:

10. PAYMENT TERMS:

a. DEPOSIT in the amount of \$75,000.00 USD shall be paid to and in the name of PRODUCER's agent, WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC (Due at signing of contract)

All deposit payments shall be paid via certified or cashier's check sent to

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
ATTN: Keith Sarkisian
9601 Wilshire Boulevard
3rd Floor
Beverly Hills, CA 90210
USA

OR via bank wire as follows

CITY NATIONAL BANK
400 North Roxbury Drive
Beverly Hills, CA 90210

ABA no 122016066 / Swift no. CINAUS6L
Acct Name WME Entertainment, LLC / Acct No 113147172
ORG Venetian Casino Resort, LLC / REF Carly Jepsen / Dec 30, 2015
WME booking code PAB 745266

*Please be sure to specify the following to avoid confusion and/or misallocation of funds: your company name,
(as sender), name of the artist, start date of the Engagement(s).*

Producer's Agent

b. BALANCE of the monies shall be paid to and in the name of **PRODUCER** by certified or cashier's check or bank wire ~~(as designated by PRODUCER)~~, to be received by PRODUCER not later than prior to the first show of the Engagement

c. Earned percentages, averages and/or bonuses, if applicable, are to be paid to PRODUCER ~~in cash (if requested by PRODUCER, and to the extent permitted by law), or by certified or cashier's check or bank wire (as designated by PRODUCER)~~ ^{by the Tuesday} immediately following the last show of the Engagement.

d. In the event the full price agreed upon to be paid by PURCHASER does not include percentages or averages, and the actual gross box office receipts from the Engagement exceed the gross potential as stated herein, such amounts shall be paid in full to PRODUCER in cash (if required by PRODUCER and to the extent permitted by law) or by certified or cashier's check or bank wire (as designated by PRODUCER), immediately following the last show of the Engagement.

11. SCALING AND TICKET PRICES:

	CAP TYPE	PRICE	COMPS	KILLS	SELLABLE	TAC FEE	PARKING	CHARITY	TIC FEE	VIP	SCNDRY	OTHER	NET PRICE	GROSS POT
Wed 30 Dec	55 Reserved	\$145.00	0	0	55								\$145.00	\$7,973.00
	682 Reserved	\$83.50	40	0	642								\$83.50	\$54,891.00
	715 Reserved	\$75.50	0	0	715								\$75.50	\$53,982.50
	363 Reserved	\$35.50	30	0	333								\$35.50	\$18,481.50
Thu 31 Dec	55 Reserved	\$150.00	0	0	55								\$150.00	\$8,250.00
	682 Reserved	\$95.50	40	0	642								\$95.50	\$61,111.00
	763 Reserved	\$75.50	30	0	333								\$75.50	\$25,141.50
	715 Reserved	\$85.50	0	0	715								\$85.50	\$61,132.50
Fri 1 Jan	55 Reserved	\$145.00	0	0	55								\$145.00	\$7,973.00
	682 Reserved	\$83.50	40	0	642								\$83.50	\$54,891.00
	715 Reserved	\$75.50	0	0	715								\$75.50	\$53,982.50
	363 Reserved	\$35.50	30	0	333								\$35.50	\$18,481.50
	5,445		210	0	5,235									\$426,495.00

SCALING NOTES:

0% LET built into ticket price

\$10 Ticket fee built into ticket price

ADJUSTED GROSS POTENTIAL:

\$426,495.00

TAX:

NET POTENTIAL:

\$426,495.00

12. EXPENSES:

N/A

13. MERCHANDISING:

Venue sells, CD/DVD 90.00% of proceeds to ARTIST

Venue sells, T-Shirts/Soft 80.00% of proceeds to ARTIST

14. VISAS AND WORK PERMITS:**15. TAXES:**

ADDENDUM "A" (ADDITIONAL TERMS AND CONDITIONS), ARTIST RIDER, AND ANY OTHER PRODUCER ADDENDA REFERENCED HEREIN (IF ANY), ARE ALL ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY REFERENCE.

Agreement dated 04-November-2015

Page 4 of 10

WNE Concert, rev 2014-05-29/ updated March, 2015

CARLY RAE JETTS
VENETIAN CASINO RESORT, LLC
Seq 249678

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

By _____ DocuSigned by: _____
VENETIAN CASINO RESORT, LLC *Peter Boyd*
Joe Ziemanda Print Name: _____
3355 Las Vegas Blvd S Title: SVP OPS
Las Vegas, NV 89109 Date: 11/19/2015
USA

By _____
CRJ Touring Inc
Fed ID 46-4180315 Print Name: _____
Title: _____
Date: _____

Return all signed contracts to WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC at the address above. Attention: Sarkisian

Approved To Form Only
Venetian Casino Resort, LLC
Legal Department

[Signature]

Attachment A
ADDITIONAL TERMS AND CONDITIONS

A. COMPENSATION

- (1) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever.
- (2) In the event the payment to Producer shall be based in whole or in part on receipts of the performance(s) hereunder, Purchaser agrees to deliver to Producer a settlement statement of the gross receipts of each performance promptly following such performance.
- (3) In the event that the payment of Producer's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, Purchaser shall verify by paid receipts, cancelled check or similar documents all such expenses, or they shall not be included as an expense of the Engagement.

B. TICKETS

- (1) Purchaser shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from Producer.
- (2) ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE AGREED UPON PRICE EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES BASED TAX WITHOUT PRODUCER'S PRIOR APPROVAL.
- (3) If ticket price scaling shall be varied in any respect, the percentage of compensation payable to Producer shall be based upon whichever of the following is more favorable to Producer: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement.
- (4) There shall be no dynamic ticket pricing unless mutually agreed upon by Producer and Purchaser in writing. In the event the parties agree to participate in dynamic ticket pricing all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential and additional ticketing charges (if any). All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to Producer to evidence compliance with the foregoing.
- (5) Purchaser agrees that any inclusion of Artist's performance hereunder in a subscription or other type of series is subject to the prior written consent of Producer.
- (6) Except otherwise contemplated under the Agreement, Purchaser shall not commit Artist to any interviews, promotional appearances, meet & greets, or otherwise without Producer's prior, written consent, which shall be given or withheld in Producer's sole discretion.

C. FACILITIES

- (1) Purchaser agrees to furnish at its sole cost and expense on the date(s), time(s) and place(s) of the performance(s) all that is necessary for the proper and lawful presentation of the Engagement, including, without limitation, a suitable Venue, well-heated, ventilated, lighted, clean and in good order, stage curtains, properly tuned grand piano or pianos and all necessary first class sound equipment in perfect working condition including amplifiers, microphones in number and quality required by Producer, dressing rooms (clean, comfortable, properly heated and air-conditioned and near the stage), all necessary electricians and stage hands, all necessary first class lighting, tickets, house programs, all licenses (including musical performing rights licenses), adequate security, ushers, ticket sellers, ticket takers, appropriate and sufficient advertising in all media and Purchaser shall pay all other necessary expenses in connection therewith.
- (2) Purchaser shall also provide at its sole cost and expense all necessary equipment for the Engagement hereunder as provided on the face of the Agreement, or as designated in the attached Artist Rider, unless otherwise agreed by Producer and Purchaser in writing. Exact requirements to be advised if same differs from Artist Rider specifications.
- (3) Purchaser will ~~remit payment of pay~~ all music royalties, as a show cost, in connection with Producer's use of music, and in addition, the costs of any musicians (including contractor) other than those furnished by Producer as part of Producer's regular company.
- (4) Purchaser agrees to pay all amusement taxes, if applicable.
If Producer so requires, Purchaser will furnish at its expense all necessary facilities, electricians, stage hands and other personnel for lighting and dress rehearsals.
- (5) Purchaser shall ensure compliance with all applicable requirements of laws and regulations as to health and safety, licensing, insurance, hygiene, fire, access, egress, security, and generally in relation to the performance(s) and the venue(s) for such performance(s).
- (6) Purchaser shall be solely responsible for providing a safe environment for the Engagement, including but not limited to

with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Engagement and all persons and equipment are free from adverse weather and other conditions, situations and events ("Adverse Conditions"). Producer/Artist shall not have any liability for any damage or injury caused by such Adverse Conditions.

D. PRODUCTION CONTROL

- (1) Producer shall have the sole exclusive creative control over the production and presentation of Artist's performance at the Engagement hereunder, including, but not limited to, the details, means and methods of the performance of the performing artists hereunder, and Producer shall have the sole right, as Producer may see fit, to designate and change at any time the performing personnel other than the Artist herein specifically named
- (2) Artist shall at all times be the headline act and will be the closing act of each Show, unless otherwise specified herein. Purchaser agrees that no performers other than those to be furnished by Producer hereunder will appear on or in connection with the Engagement hereunder.
- (3) Purchaser agrees to promptly comply with Producer's directions as to stage settings (within Venue restraints) for the performance hereunder.
- (4) It is understood that no stage seats are to be sold or used without Producer's prior written consent.

E. EXCUSED PERFORMANCE

If, as the result of a Force Majeure Event (as defined below) beyond the control of the Producer or Artist, Producer or Artist is unable to, or is prevented from, performing the Engagement or any portion thereof or any material obligation under this Agreement, then each Party's obligations hereunder will be fully excused, there shall be no claim for damages or expenses by either party, and each party shall bear its own costs and expenses in connection with this Agreement except as set forth below.

Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Producer for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which Producer may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing, and able to perform (but for the occurrence of such Force Majeure Event), then Purchaser shall nevertheless pay Producer an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation for Producer/Artist and entourage pursuant to the terms of this Agreement

A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by Producer or Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God, act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy, act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the Engagement Venue or which Producer and/or Artist reasonably believe jeopardizes the safety of Artist, any of Artist's equipment, musicians or other performers, or any of Producer's key personnel; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Producer's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the Engagement; or other similar or dissimilar causes beyond the control of Artist or Producer which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe.

Notwithstanding the above, the party experiencing a Force Majeure Event shall provide the other party prompt, detailed, and comprehensive written notice at the time of such occurrence.

F. INCLEMENT WEATHER

Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Purchaser shall remain liable for payment to Producer of the full Guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions at the location of the Venue. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation, and expense reimbursements for Artist and touring party.

G. INTENTIONALLY OMITTED

H. BILLING

- (1) Artist shall receive billing in such order, form, size and prominence as determined by Purchaser and reasonably approved by Producer in all advertising and publicity issued by or under the control of the Purchaser, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, houseboards and announcements.
- (2) Purchaser may only use Artist's name and pre-approved voice, likeness, materials, pictures, photographs, image, or

other identification of Artist (collectively, "Artist's Likeness") in connection with Purchaser's advertising and publicizing of the Engagement, however Purchaser's use of Artist's Likeness shall not be as an endorsement or indication of use of any product or service and no corporate or product/service name or logo shall be included in any such advertising and publicity absent Producer's prior written approval in each instance. Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of Purchaser's use of Artist's Likeness shall at all times be subject to the prior written approval of Producer.

I. MERCHANDISING

Producer shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of performance, subject to that as otherwise set forth in the Agreement.

J. NO RECORDING/BROADCAST

Purchaser shall not itself, nor shall it permit or authorize others (including, without limitation, Purchaser or Venue employees, representatives or contractors) to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performances hereunder (or any part thereof) and/or Artist and/or Producer's personnel at any time during the Engagement.

K. PURCHASER DEFAULT

In the event Purchaser refuses or neglects to provide any of the material items herein stated or comply with any material provisions hereunder, and/or fails to promptly make any of the payments as provided herein and/or fails to proceed with the Engagement and/or fails to furnish Producer or Artist with any material documentation, tickets or notice or proof thereof as required hereunder, at the times herein specified, then any such failure, after written notice to Purchaser and a reasonable time to cure, ~~Provided that such cure is possible given the totality of the circumstances~~, if not so cured, may be deemed breach of this Agreement and Producer shall have the right (in Producer's sole discretion), without prejudice to any other rights and remedies to: (i) immediately terminate this Agreement and cancel any or all remaining Engagement hereunder; (ii) retain all amounts already paid to Producer by Purchaser as partial compensation for such breach; (iii) receive the full Guarantee (or the unpaid balance thereof) plus all other payments and other compensation due pursuant to this Agreement; and (iv) Producer and Artist shall have no further liabilities and/or obligations in connection with the Engagement or the transactions contemplated by this Agreement. For the avoidance of doubt, in all instances Purchaser shall remain responsible for all transportation, accommodations, and expense reimbursements for Producer/Artist and entourage pursuant to the terms of this Agreement.

L. INSURANCE/INDEMNIFICATION

- (1) Purchaser shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance coverage, including a contractual liability endorsement as respects this Agreement, liquor liability (either from Purchaser, if Purchaser is furnishing liquor, or from Purchaser's designated concessionaire), in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence (but in no event in amounts less than the limits required by the venue and/or as set forth in the Artist rider, if any); business automobile liability insurance covering all owned, non-owned and hired vehicles used by or on behalf of Purchaser with a minimum combined bodily injury and property damage liability limit of Five Million Dollars (\$5,000,000) per occurrence; and workers compensation and employer's liability insurance (including stop gap liability where applicable) with minimum limits of One Million Dollars (\$1,000,000) per claim (but in no event in limits less than those required by law and/or less than the limits required by the venue and/or as set forth in the Artist rider, if any.)

All of the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of Purchaser. All such insurance required above shall be primary and non-contributory, and shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus or better. Such insurance policies shall contain a waiver(s) of subrogation with respect to the Producer, Artist and their respective officers, directors, principals, agents, employees and representatives and shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Producer/Artist. Not less than ten (10) days prior to each Engagement, Purchaser shall furnish Producer/Artist with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above and naming Producer, Artist and Producer/Artist's respective officers, directors, principals, agents, employees and representatives as additional insureds. Producer's failure to request, review or comment on any such certificates shall not affect Producer's rights or Purchaser's obligations hereunder.

- (2) Purchaser hereby agrees to save, indemnify and hold harmless Producer and Artist, and their respective agents, representatives, principals, employees, officers and directors, from and against any claims, suits, arbitrations, liabilities, penalties, losses, charges, costs, damages or expenses, including, without limitation, reasonable attorney's fees and legal expenses, incurred or suffered by or threatened against Producer or Artist or any of the foregoing in connection with or as a result of any claim including without limitation, a claim for death, personal injury or property damage or otherwise brought by or on behalf of any third party person, firm or corporation as a result of or in connection with the Engagement, or any acts or omissions of Purchaser or its employees, agents, or other representatives in connection with the transactions contemplated by this Agreement, which claim does not result from the gross negligence of the Artist and/or Producer, and to the extent that such claim arises from the gross negligence or willful misconduct of Artist and/or Producer, or

their employees or agents, the Producer shall indemnify the Purchaser and its affiliates, subsidiaries, and each of their employees, agents, directors, and officers to the same extent as required of Purchaser to Artist and/or Producer above.

- (3) In addition to the above, Producer shall indemnify ~~defend~~ and hold harmless Purchaser and its affiliates and subsidiaries, and each of their officers, agents and employees (individually and collectively the "Indemnitees") from any and all liability, loss, damage or expenses (including attorney fees) they may suffer as the result of claims, demands, costs or judgments which may be made or instituted against them or any of them by reason of ~~any action, inaction, or omission arising from or related to Producer's breach of any representation, warranty, or obligation set forth in the Agreement; breach of a representation or warranty made by Producer here under that pertains to regulatory or gaming issues.~~

third party

M. ROLE OF AGENT

WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC ("WME") acts only as agent for Producer and assumes no liability hereunder and in furtherance thereof and for the benefit of WME, it is agreed that neither Purchaser nor Producer/Artist will name or join William Morris Endeavor Entertainment, or any of its officers, directors, principals, agents, employees and representatives as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with this Agreement by either Purchaser or Producer/Artist.

N. NOTICES

All notices required hereunder shall be given in writing at the addresses stated in the preamble of this Agreement, WITH COPY FOR PURCHASER TO: Venetian Casino Resort, LLC, Attn. General Counsel, 3355 Las Vegas Blvd. South, Las Vegas, Nevada 89109.

O. CONTROLLING PROVISIONS

In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any riders, addenda, exhibits or any other attachments hereto, the order of precedence shall be first this Agreement, then the attachments in the sequence attached hereto.

P. LIMITATION OF LIABILITY

In no event shall either party (nor any of their respective agents, representatives, principals, employees, officers, directors and affiliates) be liable to the other (or any third party) for any indirect, incidental, consequential, special, punitive (or exemplary), or any similar damages, including, without limitation, lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the Engagement or the transactions contemplated by this Agreement, whether in contract, tort or otherwise, even if that party has been advised of the possibility of such damages. ~~but subject to Purchaser's indemnity obligations.~~

Q. WARRANTIES

~~Producer warrants that the Shows shall be professional in nature, and includes the warranties of fitness, suitability, and merchantability to Purchaser.~~

R. Gaming; Regulatory Compliance; Ethics; Use of Funds and; Code of Conduct

Producer understands and acknowledges that this Agreement, at the Purchaser's discretion, may be subject to Producer and its principals completing and submitting to Purchaser a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by the Purchaser's Gaming Compliance Committee. Notwithstanding any other provision in this Agreement to the contrary, Purchaser may immediately terminate this Agreement without further obligation or liability to Producer if, in the reasonable judgment of Purchaser's Gaming Compliance Committee, or representatives thereof, the relationship with Producer could subject Purchaser to disciplinary action by gaming regulatory authorities or cause the Purchaser to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to the Purchaser's business. ~~Should Purchaser terminate the Agreement in accordance to the foregoing, Producer/Artist be entitled to retain any deposit therefore paid by Purchaser to Producer/Artist.~~

In connection with the its own business, each party shall comply, and cause its subcontractors to comply, with all applicable local, state, federal, and international rules, laws, and regulations related anti-corruption, anti-money laundering, and gaming, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. §§ 78dd-1, e 1 seq.) which precludes giving, offering or agreeing to give anything of value to foreign government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits. The FCPA also requires complete and accurate record-keeping which records each party shall maintain.

Purchaser requires its officers, employees, suppliers, and contractors to observe the highest standards of business and personal ethics. Each person is expected to practice honesty and integrity in every aspect of dealing with each other, the public, business community, customers, other suppliers, and government authorities.

Producer shall at all times adhere to the following:

(a) Producer shall not directly or indirectly give or accept gifts, contributions, or prizes with a value exceeding \$100.00 ("Maximum Gift Value"), which is in any way connected with or related to the business or matters of Purchaser ~~for the purpose of improperly influencing Purchaser~~. The Maximum Gift Value shall be the limitation both in any individual instance, as well as that collectively with any single individual or entity within any one (1) year period,

(b) Producer shall not solicit gifts, contributions, gratuities, services, or kickbacks from Purchaser, nor Purchaser's suppliers or customers, regardless of value;

~~(c) Producer shall not give or accept, directly or indirectly, entertainment or meals in excess of usual and reasonable limits that are a normal and acceptable part of regular business activity, and all such meals shall be included in and subject to Maximum Gift Value's as set forth in subsection (a), above; and~~

Purchaser has established a compliance and ethic's hotline to enhance Purchaser's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Producer can help preserve the integrity of Purchaser's business, and the manner in which the Parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. Purchaser therefore strongly encourages Producer to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to Purchaser's website at www.lvscehics.com. In addition to the preceding reporting option, Producer may at any time contact Purchaser's management regarding any actual or alleged violation of ethics.

Producer represents that it has not provided, and shall not provide, directly or indirectly, funds or other consideration to any person or entity (including Purchaser and its employees and agents) to improperly procure special or unusual treatment with respect to this Agreement, the Work, or for the purpose of otherwise improperly influencing Producer's relationship with Purchaser. Producer shall cause all of its officers, directors, employees, members, partners, agents, subcontractors and suppliers to comply with the restrictions contained in this paragraph.

Producer has read, understands, and agrees to comply with, and not do anything in violation of Purchaser's Supplier Code of Conduct, as available at: http://www.sands.com/files/LVS_SupplierCodeofConduct_Jan2013.pdf, or as a hard copy of which may be requested in writing by Producer from Purchaser.

S. Personally Identifiable Information ("PII")

To the extent that the services under the Agreement requires Producer to have access to personally identifiable information about an individual hereinafter referred to as "PII"), Producer shall after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Producer agrees to allow access only to those employees who need the PII to perform services under the Agreement, and agrees that PII will be used solely for the purpose of performing services under the Agreement. Producer shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons within Producer's organization directly concerned with the performance of the Agreement. Producer shall administer a monitoring process to ensure compliance with the provisions of this section, promptly report in writing any breaches to Purchaser, and implement immediate, appropriate corrective actions to contain and prevent recurrence. Protected PII is an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. All electronic copies of Protected PII must be protected with NIST FIPS 140-2 compliant encryption while in transit.

T. Expense Reimbursement and Audit

Producer understands and agrees that all reimbursable expenses must be agreed and authorized by Venetian in writing prior to Producer's incurring such, subject to Purchaser's policies regarding reimbursement as available at <http://www.sands.com/files/2015-Contractor-Expense-Reimbursement-Policy.pdf>, or as a hard copy of which may be requested in writing by Producer from Venetian, and subject to Venetian's audit at any time during the term of the Agreement and for a period of three (3) years thereafter.

U. Confidentiality

All information arising from or related to this Agreement, or made known to ~~Producer or other Party~~ by ~~Purchaser or the other Party~~ hereunder (at the event or otherwise) shall be considered ~~Purchaser's or that Party's~~ confidential information, and ~~Producer or that Party~~ shall not disclose it to any employee or third-party except to the extent necessary for ~~Producer or that Party~~ to provide the services under the Agreement.

V. MISCELLANEOUS PROVISIONS

- (1) Nothing in this Agreement shall require the commission of any act contrary to applicable law or similar body having jurisdiction over the services and personnel to be furnished by Producer to Purchaser hereunder. In the event of any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

- (2) Each party agrees that no activities governed by this Agreement may be undertaken contrary to United States law, including, but not limited to, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and regulatory and sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control. Purchaser warrants that neither it nor any financier, sponsor, or contributor to the Engagement is a person or entity on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, or otherwise designated as subject to financial sanctions or prohibited from receiving U.S. services. Moreover, Purchaser represents and warrants that it is not controlled by any such person or entity and is not controlled by a national or resident of any such country. Purchaser further agrees to notify both Producer and WME immediately in writing of any change in ownership or control that might violate this Section of the Agreement.
- (3) This (and any of Producer's riders, addenda, exhibits or attachments hereto) constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.
- (4) This Agreement shall be construed in accordance with the laws of the State of Nevada applicable to agreements entered into and wholly to be performed therein ~~without regard to its conflict of law provisions. Unless stipulated to the contrary in writing, all disputes arising out of this Agreement, wherever derived, shall be resolved by binding arbitration; in the event of any such dispute, either party may effect service of process on the other party by certified mail, return receipt requested, and said service shall be equivalent to personal service and shall confer personal jurisdiction on the courts in Clark County in the State of Nevada and shall be deemed effective upon the earlier of the recipient's mail receipt date or ten (10) days after the mailing of such process, provided that a duplicate of such process shall have been mailed to the other party by ordinary mail at the same time as the certified mailing.~~
- (5) Neither party shall have the right to assign or transfer this Agreement, or any provision thereof.
- (6) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.
- (7) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make Producer and/or Artist liable in whole or in part for any obligation that may be incurred by Purchaser, in Purchaser's carrying out any of the provisions hereof, or otherwise. ~~THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO.~~

END.

Attachment B
FINANCIAL ASSUMPTIONS

Attachment B Financial Assumptions

The table to the right summarizes the revenue, expenses, and potential for Artist profit, assuming a sell-out.

The Artist's profit potential is based on 85% of the NET, less the guarantee. Purchaser to pay Producer the higher of \$150,000 or 85% of the adjusted gross box office receipts. The term "adjusted gross box office receipts" as used herein shall be deemed to make reference to gross revenues received by Purchaser less the deduction of applicable tax and the approved expenses listed below in the financial terms.

The tables below detail the revenue potential and projected expenses, assuming 100% occupancy.

POTENTIAL REVENUE & EXPENSE	
ASSUMING 100%	TOTAL
Gross Potential	\$426,495
Taxes, Fees, Brokers	(\$108,890)
Production Expenses	(\$91,704)
NET	\$225,901

ARTIST POTENTIAL @ SELL-OUT	
GUARANTEE	\$150,000
85% Artist Profit Share	\$42,015
ARTIST POTENTIAL	\$192,016

CRJ
12.30.15 & 01.02.16

2 Shows
Box Office - TBD

CRJ
12.31.15 LATE SHOW

1 Shows
Box Office - TBD

Deal					
\$ 100,000 Guarantee vs. 85% \$ 50,000 per show of Gross Box Office Receipts after all Fees, Taxes and Expenses.					
Box Office					
	Capacity	Comps	Available	Price	Gross
Ticket 1	55		55	\$145.00	\$ 7,975
Ticket 2	682	40	642	\$85.50	\$ 54,891
Ticket 3	715		715	\$75.50	\$ 53,983
Ticket 4	383	30	353	\$55.50	\$ 18,482
One Show	1,815	70	1,745	\$ 77.55	\$ 135,330
Total Shows	3,630	140	3,490	\$ 77.55	\$ 270,660
Gross Potential					
Facility Fee (Included in ticket price)			\$10.00		\$ (34,900)
Leisure Entertainment Tax "LET" (%) Divisor			9.00%		\$ (22,348)
Brokers (Allowance)					\$ (13,533)
Net Gross Receipt					\$ 199,879
Total Expenses					\$ (62,362)
Net Show Receipts					\$ 137,517
Offer					
Guarantee				Local Cur	\$ 100,000
Vs. Deal	85.00%				\$ 116,889
Artist Earnings					\$ 116,889
Promoter Earnings					\$ 20,628
Break-Even Calculations					
Attendance	2,813	Percentage		80.60%	
Expenses					
	Budget	Comments			
Advertising	\$ 15,000				
Stagehands	\$ 7,000				
Catering	\$ 7,500				
Catering Extras 1	\$ -				
Runners & Vans	\$ 750				
Other Production 1	\$ -				
Band Transport	\$ -				
Hotel	\$ 25,556				
Total Fixed Costs	\$ 55,806				
Variable Costs					
	Cost	Rate	min	max	
ASCAP (% of Net Gross)	\$ 899	0.45%	\$0	\$0	
BMI (% of Net Gross)	\$ 600	0.30%	\$0	\$0	
Insurance (\$ per ticket)	\$ -	\$0.00	\$0	\$0	
Credit Card (% of Net Gross)	\$ 4,997	2.50%	\$0	\$0	
SESAC (\$ per ticket)	\$ 60	\$0.01730	\$0	\$0	
Total Costs	\$ 62,362				

Deal					
\$ 50,000 Guarantee vs. 85% \$ 50,000 per show of Gross Box Office Receipts after all Fees, Taxes and Expenses.					
Box Office					
	Capacity	Comps	Available	Price	Gross
Ticket 1	55		55	\$150.00	\$ 8,250
Ticket 2	682	40	642	\$95.50	\$ 61,311
Ticket 3	715		715	\$85.50	\$ 61,133
Ticket 4	383	30	353	\$75.50	\$ 25,142
One Show	1,815	70	1,745	\$ 89.30	\$ 155,835
Total Shows	1,815	70	1,745	Avg. Net ticket price \$67.46	\$ 155,835
Gross Potential					
Facility Fee (Included in ticket price)			\$10.00		\$ (17,450)
Leisure Entertainment Tax "LET" (%) Divisor			9.00%		\$ (12,867)
Brokers (Allowance)					\$ (7,792)
Net Gross Receipt					\$ 117,726
Total Expenses					\$ (29,342)
Net Show Receipts					\$ 88,384
Offer					
Guarantee				Local Cur	\$ 50,000
Vs. Deal	85.00%				\$ 75,126
Artist Earnings					\$ 75,126
Promoter Earnings					\$ 13,258
Break-Even Calculations					
Attendance	1,157	Percentage		66.30%	
Expenses					
	Budget	Comments			
Advertising	\$ 15,000				
Stagehands	\$ 3,500				
Catering	\$ 1,500				
Catering Extras 1	\$ -				
Runners & Vans	\$ 375				
Other Production 1	\$ -				
Band Transport	\$ -				
Hotel	\$ 5,111				
Total Fixed Costs	\$ 25,486				
Variable Costs					
	Cost	Rate	min	max	
ASCAP (% of Net Gross)	\$ 530	0.45%	\$0	\$0	
BMI (% of Net Gross)	\$ 353	0.30%	\$0	\$0	
Insurance (\$ per ticket)	\$ -	\$0.00	\$0	\$0	
Credit Card (% of Net Gross)	\$ 2,943	2.50%	\$0	\$0	
SESAC (\$ per ticket)	\$ 30	\$0.01730	\$0	\$0	
Total Costs	\$ 29,342				

**Attachment C
ARTIST RIDER**

EXECUTION COPY

VCR Contract No. 15-625

December 31, 2015
Mr. Adam Steck
HNLV, LLC
2250 Corporate Circle #390
Henderson, NV 89074

Re: Human Nature at The Venetian

Dear Adam:

Venetian Casino Resort, LLC ("VCR") hereby extends this offer to HNLV, LLC ("HNLV") to have HNLV provide the musical act known as "Human Nature" which is comprised of the principal performers Andrew Tierney, Michael Tierney, Phil Burton and Toby Allen (collectively, the "Artists") perform a series of musical performances at the 742-seat Venetian Showroom ("Venue") located at 3355 Las Vegas Blvd. South, Las Vegas, Nevada, 89109.

1. Show Weeks; Performances; Venue.

Artists will perform the show titled or currently known as "*Human Nature: Jukebox*" ("HNJB"), which shall consist primarily of Artists' singing, dancing and storytelling (the "Show Content") an original show comprised of well know '50s, '60s, '70s, '80s, '90s, '2000s and contemporary hit songs (each performance a "Show") at the Venue for a minimum of thirty-five (35) Show Weeks for each calendar year of the Term (defined below). "Show Week" shall be defined as Monday through Sunday and will consist of a minimum of five (5) Shows per Show Week. The selection of show/performance weeks as well as the daily performance schedule will be determined by HNLV in consultation with VCR, submitted for approval by VCR, and any schedule, or subsequent changes thereto, shall be at VCR's sole and absolute discretion after reasonable consultation with HNLV.

HNLV shall produce and deliver the Show which has new and unique elements from any previous production of the Show as may have been performed in the greater Las Vegas area, including marketing and promotional materials.

HNLV shall retain all general creative control of the Show, however the Show shall be subject to the following general terms related to on-site entertainment:

Artists shall not use abusive or threatening language toward, or make any remarks disparaging of, the officers, directors, employees, patrons or tenants of VCR or its affiliates. Additionally, Artists understands that The Venetian and The Palazzo are Five-Star Resorts with a worldwide reputation for excellence, and as such Artists will refrain from: (i) any public behavior, specifically including criminal conduct, that negatively reflects on Artists and/or The Venetian or The Palazzo; (ii) Show content that is, in the reasonable discretion of VCR, obscene or patently offensive; (iii) issuing any public political statements whatsoever while (x) performing the Show at the Venue and/or (y) on VCR's premises; and (iv) participating in media appearances not related to the Show while on VCR's premises unless approved by VCR in writing in advance. VCR agrees generally that any Show Content of similar tone and nature to the show content of "*Smokey Robinson presents Human Nature: the Motown Show*" (the "Motown Show"), which previously ran at the Venue, would be acceptable to VCR; however, for the avoidance of doubt – the description of the content of the Motown show is for illustration purposes only and, while the parties agree that a small portion of

the set list/content of the new show "JUKEBOX" may contain some similar material, the greater content of the Show will indeed be new.

During any time in which the Show is either not being performed or in an agreed upon rehearsal period (morning, daytime, late evening, or other), the parties may consult on potential entertainment options, however for the avoidance of doubt, any agreement with HNLV will not in any way restrict VCR's right to contract with other talent for use of the Venue, and VCR reserves the right to utilize the Venue at any time during the Term for meetings, events, performances, etc. ("Other Events") and to retain any revenue derived from that use so long as Other Events do not conflict with scheduled and agreed upon rehearsals or performances of the Show.

HNLV acknowledges and agrees that HNJB is NOT the only tenant presenting entertainment in the Venue and that secondary production(s) will occupy the Venue during the Term of the agreement.

While the exact performance schedule is to be determined – it is acknowledged and understood that HNLV will perform in the "early show" time slot at a start time to be determined by VCR at its sole discretion as provided in Section 2 below.

In consultation with VCR and with prior reasonable notice, and based on availability of Venue and support services, HNLV shall have access and use of the Venue and designated dressing rooms in the Venue during day times of Show Weeks in order to rehearse, stage other show elements, meet with stage production personnel, produce promotional content or other such show- related activities, and for that access as granted above, VCR and HNLV shall agree on a cost for HNLV's reimbursement for support services, if any, including without limitation labor and consumables; provided, that notwithstanding anything to the contrary contained herein, HNLV shall have full access to the Venue at least (i) one (1) hour prior to and shall vacate the Venue immediately following each scheduled Show times, and (ii) up to three (3) weeks prior to the scheduled opening date of the Show schedule permitting on mutually agreeable basis. Artists will be provided a minimum of two (2) hours for sound check, etc. prior to each Show. VCR shall provide HNLV with access to the room no less than four (4) to five (5) weeks prior to opening for set load in, lighting programming, video tech and pre-production rehearsals, such load in and rehearsal schedules and details to be determined by VCR in consultation with Show producers utilizing the Sands Show Room – VCR reserves the right to determine final schedule consistent with the foregoing.

In the event that HNJB, HNLV or any affiliated company desires to produce, adapt or re-name the production for the purpose of targeted holiday marketing (i.e. a Christmas show, etc.), VCR shall require that HNLV be the sole producer/business entity engaged in the creation, delivery and operation of said event.

HNLV has inspected and accepts the Venue in "as-is" condition (*subject to change and in consultation with HNLV, both parties acting reasonably) as of the date of this Agreement, including Venue lights, sound, stage, seating, dressing rooms, etc. Each party acknowledges that the Venue may require modifications to accommodate Artist's Show Content as well as the Artistic Requirements stipulated by any other producer using the Venue for presentation of its production (e.g. shows following HNLV's Show). However any modifications made to the Venue for the Show must: (a) be approved in writing by VCR based on uses of the Venue other than that of HNLV; (b) be determined in consultation with VCR and other user(s) of the Venue and; (c) be performed at

HNLV's sole cost. As soon as reasonably possible following the execution of this Agreement, the parties shall attach Attachment C to this Agreement which shall reflect the agreed modifications to be made by HNLV to the Venue.

2. Programming.

Shows shall be performed in the Venue at the advertised performance start time TBD chosen from the following: 7:00 or 7:30. PST, and last a maximum of ninety (90) minutes with no intermission. Artists shall commence Shows on a date specific which is currently anticipated to be on or before March 15, 2016 ("First Public Performance") but in no event later than March 30, 2016 unless otherwise mutually agreed by HNLV and VCR in writing.

3. General Show and Ticket I Suite Discount Terms.

HNLV shall provide VCR up to ten (10) complimentary house seat tickets (at no cost) to each Show in mutually agreeable locations.

The parties agree to negotiate in good faith further complimentary and/or discounted tickets to the Show to be provided by HNLV during the Term for use by VCR's Casino and Leisure Marketing guests as part of VCR promotional opportunities. As of the Effective Date, the parties agree to continue the ticket trade agreement as previously negotiated and provided in the appearance agreement for the Motown Show.

4. Ticketing; Food and Beverage Sales.

HNLV, upon meaningful consultation with VCR, shall have the sole right to determine ticket prices, scaling, discounts, broker commissions, etc. for the Show. VCR shall have the exclusive right to sell such tickets for admission to the Show through its own sales channels and any others commonly used by VCR from time-to-time. VCR shall have the right to charge a Ticket Handling Fee of \$12.00 (inclusive of LET which at the execution of this agreement is calculated at 9%) for each ticket ("THF"). All THF revenue shall belong solely and exclusively to VCR.

In addition to the above, HNLV will remit to VCR an amount equal to One Dollar (\$1.00) per each ticket sold.

Revenue from the sale of tickets minus all amounts due to VCR pursuant to this Agreement and any other mutually agreed upon deductions shall belong solely and exclusively to HNLV. It is understood, however, that as part of the THF, VCR shall provide the following staff at no additional costs to HNLV (a) one (1) Venue Supervisor; (b) a minimum of two (2) Ticket Takers and; (c) a minimum of five (5) Ushers for each Show.

VCR shall have the exclusive right to sell food and beverages at the Venue and all revenue from such sales shall belong exclusively to VCR.

5. Merchandise Sales.

In the event that HNLV desires to sell merchandise related to the Show and/or the Motown brand ("Merchandise"), HNLV shall upon request provide VCR with evidence of applicable third-party permissions for such (i.e. intellectual property licenses, etc.), and HNLV shall be responsible for all costs associated with the sale of such Merchandise, including without limitation staffing, the cost of the Merchandise, taxes, credit card processing fees, etc. HNLV shall retain eighty five percent (85) of Merchandise Revenue, except compact discs, DVD's and other audio recordings where HNLV

shall retain ninety percent (90) of Merchandise Revenue from the sale of compact discs, DVD's and other audio recordings. In the event that any Merchandise, including, without limitation, audio-visual or audio only product(s), are provided for free as promotional items, there shall be no split of Merchandise Revenue available to VCR. For purposes of this Agreement, "Merchandise Revenue" shall be defined as the gross revenue received from Merchandise sales, less only sales tax and credit card processing fees, and HNLV shall pay to VCR fifteen percent (15) and ten percent (10) of the Merchandise Revenue, respectively, as provided above. HNLV shall be entitled to sell directly or to retain a licensed third-party to sell Merchandise, so long as that third-party meets VCR standards for staffing. In the event that VCR provides *staff* for the sale of Merchandise, in addition to any other amounts due VCR hereunder, HNLV shall reimburse VCR the actual and documented labor costs related thereto, provided that the parties shall agree on the number of VCR staff necessary to sale the Merchandise. All Merchandise shall be sold only in the existing retail location of the Venue and any such other places as the parties may agree from time to time, and HNLV shall be liable for all licenses, permits, and taxes related thereto.

6. Advertising.

VCR acknowledges the importance of a marking presence on its property to the success of the Show consistent with the provisions of the following paragraph and as agreed by the parties. HNLV, at its sole cost and expense, shall be solely responsible for any and all expenses associated with Marketing, Advertising or Public Relations related to the Show outside The Venetian and The Palazzo properties (the "Resort").

VCR will provide HNLV with on-site advertising at the Resort, the inventory and other characteristics of which will be determined in meaningful consultation with HNLV but at the sole discretion of VCR so long as it is consistent with and at least as favorable as the On-Property Advertising Package previously provided for the Motown Show ("On-Property Advertising Package"). The On-Property Advertising Package shall include at least one prominent outdoor sign or digital display for the Show on Las Vegas Boulevard at the Resort. VCR's obligation with respect to the On-Property Advertising Package is limited to making the space or medium available to HNLV, and VCR will not charge HNLV a placement fee for making the space or medium available to HNLV. HNLV shall be responsible for the other aspects of the On-Property Advertising as described below, For the avoidance of doubt, VCR may from time to time change locations and other characteristics of the On-Property Advertising Package over the course of the Term however in the event that VCR does change a location of On- Property Advertising, it will endeavor in good faith to provide HNLV with at least thirty (30) days advance written notice of such change. Furthermore, VCR will identify a suitable and reasonably comparable new location(s) to attract visitors and ticket buyers to the Show to replace the changed location and will be responsible for the cost of third-party design, pre-fabrication, production and installation of the new location; provided, however, that HNLV shall always have at least one prominent outdoor sign or digital display for the Show on the Las Vegas Boulevard at the Resort while the Show is in residence.

Notwithstanding the preceding, with respect to the On-Property Advertising Package, HNLV shall be responsible at its sole cost and expense for all third- party design, pre-fabrication, production, installation, maintenance, repair, replacement and other third-party costs for such advertising content, including without limitation, any advertising content for static or electronic signage except that HNLV shall not be responsible for the costs to remove, change and/or re-install any advertising

content if the removal or change is requested unilaterally by VCR, unless that change is related to the expiration or termination of the time period for which such advertising is allowed.

7. Ticket Revenue Distribution.
HNLV shall retain one hundred percent (100) of the gross ticket sales less the following to be deducted at weekly settlement and be payable to VCR: (a) agreed-upon discounts, broker commissions, etc.; (b) Live Entertainment Tax (LET) on the gross ticket revenue (c) Ticket Handling Fee (less LET); (d) credit card processing fees; (e) Venue Labor (defined below); (f) Venue Consumables such as replacement light bulbs, tape, etc. and; (g) Venue Rent (defined below); and (h) \$1.00 per ticket sold (see, Section 4).
8. Intentionally Omitted
9. Rent.
HNLV shall pay VCR the sum of Two Thousand Dollars (\$2,000) per Show regardless of a performance's profitability ("Fixed Rent") throughout the duration of the Term. Venue Rent is in addition to all other costs, fees and payments that HNLV is obligated to pay and to which VCR is entitled to receive pursuant to this Agreement.
10. Settlement; Expense Reimbursement and Audit.
Settlements will be done on a weekly basis with the parties anticipating that the settlement will occur no later than Wednesday for the previous Show Week. VCR shall deduct from gross ticket revenues the following items as provided herein: (a) LET; (b) Ticket Handling Fee (less LET) and the actual tax applicable to the sale of tickets to the Shows; (c) returns or refunds (as approved by HNLV with such approval not to be unreasonably withheld) and chargebacks (defined as the return of funds to a consumer, *forcibly initiated by the issuing bank* of the instrument used by a consumer to settle a debt, and specifically, it is the reversal of a prior outbound transfer of funds from a consumer's bank account, line of credit, or credit card) and returned checks, if any; (d) credit and debit card fees and any actual approved ticket broker commissions and fees; (e) Venue Rent; (f) Venue Labor; (g) Venue Consumables; and (h) the actual agreed-upon amounts that may rightfully be deducted or that are due to VCR pursuant to this Agreement. VCR shall pay to HNLV the amount remaining after all such deductions as specifically provided for herein. Payments to HNLV shall be made within two (2) business days following the Weekly Settlement by ACH or other method requested by HNLV and expressly approved by VCR.

VCR shall provide to HNLV a preliminary box office report within 24 hours of each performance.

HNLV understands and agrees that all reimbursable expenses must be agreed and authorized by VCR in writing prior HNLV's incurring such, subject to VCR's policies regarding reimbursement as available at <http://www.sands.com/files/2015-Contractor-Expense-Reimbursement-Policy.pdf> , or as a hard copy of which may be requested in writing by HNLV from VCR, and subject to VCR's audit at any time during the term of the Agreement and for a period of three (3) years thereafter.
11. Dressing Rooms.
VCR will provide HNLV with access to and use of dressing rooms adjoining the Venue as reasonably required by the Artists prior to, during, and directly after each Show during Show Weeks with the dressing rooms being secured and accessible for HNLV- during Show Weeks, unless otherwise

mutually agreed. VCR will devise, along with show producers, allocation and availability of all backstage support spaces. VCR, at its sole expense, shall modify dressing and support areas as required. For the avoidance of any doubt – no production shall be granted exclusive use of such support spaces, except that HNLV's performers will be provided permanent and secure rooms for their costumes, props, makeup, instruments and equipment. Notwithstanding the foregoing, HNLV's costumes, props, makeup, instruments and equipment (or other possessions) shall not be considered under the care, custody, or control of VCR, and HNLV shall be solely liable for any loss thereof, for any reason whatsoever except that arising from VCR's sole gross negligence.

12. Show Cancellation.

Except for any cancellation resulting from a Force Majeure Event as set forth in Section 24.d below, HNLV's failure to perform a regularly scheduled Show shall be subject to the following HNLV Show Cancellation Fee:

a. Seven Calendar Days or More Cancellation Notice. If a Show is cancelled by HNLV with written notice to VCR Seven (7) Calendar Days or more in advance thereof, HNLV shall not be liable for any Cancellation Fee inclusive of Venue Rent, Venue Labor or other avoidable expenses or charges.

b. Less than Seven Calendar Days' Notice. If a Show is cancelled by HNLV with written notice to VCR less than Seven (7) Calendar Days in advance thereof, HNLV shall be liable to VCR for c. Cancellation Fee in the amount equal to the cost of daily rent (\$2,000) as well as the \$1.00 per ticket sold contribution determined as a 4-week average of performances held on the same day of the week that performance is cancelled.

The parties agree that in the event of a Show cancellation as set forth in Section 12.b above, damages would be difficult, if not impossible to ascertain and prove. As such, in the event of such Show cancellation, the parties agree that the above Cancellation Fee is a fair and reasonable representation of the damages of VCR for anticipate Venue Labor, and HNLV will be liable only for the Cancellation Fee as liquidated damages, and not as a penalty. Because this is a liquidated damages provision, VCR is not obligated to mitigate damages and there shall be no claim of actual mitigation of liquidated damages, and HNLV shall not be liable to VCR for any other damages, costs or sums of any kind whatsoever that VCR may incur as a result of such Show cancellation.

HNLV's cancellation of three (3) or more Shows ("Cancelled Shows") for any reason other than a Force Majeure Event within any consecutive thirty (30) day period during the Term of this Agreement may be deemed by VCR to be a breach and therefore subject to a termination of this Agreement by VCR. In the event that VCR deems Cancelled Shows to be a breach of this Agreement and elects to terminate, VCR will provide HNLV written notification of such termination of this Agreement. HNLV understands and agrees that Cancelled Show(s), and specifically three (3) or more Shows ("Cancelled Shows") for any reason other than a Force Majeure Event within any consecutive thirty (30) day period during the Term of this Agreement, are not susceptible of cure, and as such no cure period, or cure shall be expected by HNLV or provided by VCR.

In the event that a Show is cancelled for any reason, HNLV and VCR shall meet and agree to use best efforts to reschedule such cancelled Show at another time during the Term, in addition to any other regularly scheduled Shows, and with such rescheduled Show to take place as reasonably

close to the date of the cancelled Show as practical based on each party's availability to accommodate such rescheduling.

13. Term and Termination.

a. Term. This Agreement shall become effective when fully-executed by both parties and unless otherwise terminated as set forth herein, shall expire on the later of two (2) years from the date of the first publicly ticketed performance of the Show, currently anticipated to be on or about March 15, 2016 (the "Term"); provided that any reconciliations, settlements and/or payments necessary after such expiration date shall be made and any other provisions herein that by their nature extend beyond the term of this Agreement shall survive such expiration. In addition to the above, the parties may agree to extend the Term for additional periods by written amendment hereto, prior to end of the then current Term.

b. Term Extension. On a date no later than the start of the eighteenth (18th) month following the first publicly ticketed performance of the Show the parties agree to commence negotiations in good faith on a term extension of not less than one (1) year from the expiration date of this Agreement, unless the Agreement is terminated by the parties prior to such date in accordance with the terms of this Agreement. Notwithstanding the preceding, unless and until the parties agree to extend the Term in writing, with the same or different terms as may be agreed to by the parties, neither party shall be obligated beyond the Term of this Agreement

c. Termination for Failure to Meet Ticket Sales Goal. Following the initial ninety (90) days from the first publicly ticketed performance of the Show, if the cumulative Ticket Sales (defined below) fall below twenty five percent (25%) of the cumulative available capacity of the Venue during any consecutive five (5) Show Weeks period (the "Evaluation Period") during the remaining Term then VCR or HNLV shall have the right, but not the obligation, to terminate this Agreement upon thirty day (30) day written notice (the "Termination Period") to HNLV or VCR. For purposes of this Section 13.c, "Ticket Sales" shall mean tickets sold to the general public by VCR as set forth herein, and does not include complimentary or tickets discounted by fifty percent (50%) or more from the advertised price or no charge ticket sales. For purposes of example only, if the available capacity of the Venue is 742 seats, then twenty five percent (25%) of the available capacity is one hundred and eighty-five (185). Therefore, if the average number of Ticket Sales per performance over the Evaluation Period is one hundred and eighty five (185) or less, then VCR or HNLV shall have the ability to terminate this Agreement upon thirty (30) day notice.

In the event VCR chooses to terminate this Agreement as provided above, HNLV may request a cure period of the next three (3) consecutive Show Weeks ("Performance Cure"). If Ticket Sales exceed fifty percent (50%) of the cumulative available capacity of the Venue during the Performance Cure, then the parties shall agree to meet and consider in good faith if the Show should continue for another Evaluation Period. If Ticket Sales exceed seventy percent (70%) of the cumulative available capacity of the Venue during the Performance Cure, then HNLV's failure under this Section 13.c shall be deemed to have been cured and VCR shall no longer have the right to terminate this Agreement as a result thereof. For purposes of example only, if the available capacity of the Venue is 742 seats, then fifty percent (50%) of the available capacity is three hundred and seventy one (371) and seventy percent (70%) of the available capacity is 519 seats. Therefore, if the average number of Ticket sales per performance over the Performance Cure is three hundred and seventy

one (371) or more, then the parties shall agree to meet and consider in good faith if the Show should continue for another Evaluation Period.

Notwithstanding the above or any other term herein, in the event that there are two (2) or more required Performance Cures within any consecutive six (6) month period, VCR may terminate this Agreement at its sole and absolute discretion within thirty (30) days thereafter.

d. Termination for Breach. In the event that a party breaches this Agreement and fails to cure such breach within thirty (30) calendar days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice.

e. Termination for Force Majeure Event. This Agreement may be terminated for a Force Majeure Event as further described and set forth in Section 24.d below.

The above termination rights as set forth in this Section 13 shall be in addition to any other rights or remedies either party may have in law or equity.

f. Return of Venue Upon Termination. Upon termination of this Agreement for any reason other than VCR breach as may occur under Section 13.d above, HNLV shall be liable for the reasonable, actual, and documented costs incurred by VCR in VCR's return of the Venue to the state in which it was as of the Effective Date (the "Current State"), to the extent that such efforts and costs by VCR to return the Venue to its Current State were necessitated by HNLV's modifications to the Venue solely to accommodate HNLV's Show hereunder. For the avoidance of doubt, HNLV shall not be liable for any costs incurred by VCR in VCR's return of the Venue to the Current State to the extent such costs relate to any modifications that were made to the Venue to accommodate the other shows in the Venue.

14. Limited Exclusivity.

Beginning thirty (30) days prior to the first date of the Show and thirty (30) days after the end of the Term ("Limited Exclusivity Period"), HNLV and Artists shall not perform or allow the promotion of a performance of the same or similar show, or any show with the same name, in Clark County Nevada. Notwithstanding the previous sentence, and so long as such performance does not conflict with HNLV's advertised performance schedule for VCR hereunder, Artists may perform in Clark County Nevada during the Limited Exclusivity Period for a 'private' event such as corporate gathering, meeting, charity, etc. so long as that performance is not advertised or promoted in any way to the general public and VCR is notified in writing thirty (30) days in advance. For the avoidance of doubt, HNLV may make promotional appearances on television, radio and other media and events to promote the Show during the Limited Exclusivity Period.

15. Insurance.

Throughout the Term of this Agreement, HNLV shall procure and maintain, at its own expense, the insurance as set forth on HNLV's Certificate of Insurance, attached hereto as Attachment A-1, and shall at all times provide VCR with current evidence thereof. Throughout the Term of this Agreement, VCR shall procure and maintain, at its own expense, the insurance as set forth on VCR's Certificate of Insurance, attached hereto as Attachment A-2, and shall at all times provide HNLV with current evidence thereof.

16. Indemnification.

HNLV shall indemnify, defend and hold harmless VCR and the Additional Insureds (as set forth on HNLV's Certificate of Insurance), and each of their officers, agents and employees from any and all liability, loss, damage or expenses (including attorney fees) they may suffer as the result of claims, demands, costs or judgments which may be made or instituted against them or any of them by reason of any willful or negligent action, inaction, or omission of HNLV, including, without limitation, third-party claims of personal injury (including death) to any person or damage to and property, or any claim that the Show or any aspect of the Show (including the name and content) infringe on a third-party's intellectual property rights, or other claim or cause of action arising out of or connected with the performance of Show or any other breach of or failure to perform by HNLV any term or condition of this Agreement. VCR shall promptly notify HNLV upon becoming aware of a claim or action, VCR will reasonably cooperate with HNLV, and HNLV shall be liable for and carry out sale management and defense of such claim or action, HNLV agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against VCR or other Additional Insured, or any of their officers, agents and employees with respect to the subject of indemnity contained herein, whether or not such claims or actions are rightfully brought or filed. HNLV shall not compromise or settle any claim or action without the prior written approval of VCR, which approval shall not be unreasonably withheld.

VCR shall indemnify, defend and hold harmless HNLV and the Additional Insureds (as set forth on VCR's Certificate of Insurance) and each of its officers, agents and employees from any and all liability, loss, damage or expenses (including attorney fees) they may suffer as the result of claims, demands, costs or judgments which may be made or instituted against them or any of them by reason of any willful or negligent action, inaction, or omission of VCR, including, without limitation, third-party claims of personal injury (including death) to any person or damage to and property, or other claim or cause of action arising out of any breach of or failure to perform by VCR any term or condition of this Agreement. HNLV shall promptly notify VCR upon becoming aware of a claim or action, HNLV will reasonably cooperate with VCR, and VCR shall be liable for and carry out sole management and defense of such claim or action. VCR agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against HNLV or other Additional Insured, or any of their officers, agents and employees with respect to the subject of indemnity contained herein, whether or not such claims or actions are rightfully brought or filed. VCR shall not compromise or settle any claim or action without the prior written approval of HNLV, which approval shall not be unreasonably withheld.

17. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY BUT EXCEPT FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 23, THIRD PARTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 16, OR ANY PAYMENTS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF A PARTY HAD BEEN ADVISED OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

18. Licenses; Permits and No other Obligations.

Throughout the Term of this Agreement, HNLV shall at its own expense, obtain and maintain all necessary local, state, and federal permits, licenses, and approvals required for the Show. Additionally, HNLV shall obtain and maintain any necessary licenses, clearances, permits, or consents necessary to produce and perform the Show; provided, however, that to the extent covered by VCR's existing blanket licenses under ASCAP, BMI, SESAC as performing rights organizations (collectively, the "Blanket Licenses" or individually, a "Blanket License"), VCR shall provide such licenses for the Show at the Venue, and at no cost to HNLV. In the event that the Blanket Licenses do not provide licenses by the applicable licensing entities as required for the Show, HNLV shall secure such licenses at its sole cost and expense and VCR shall have no liability therefor. Additionally, for the purpose of VCR providing the Blanket Licenses as set forth above, and as requested by VCR throughout the Term of this Agreement, HNLV shall promptly provide VCR with reviewed financial statements prepared by an independent Certified Public Accountant and other documentation reflecting any and all information to the extent required for VCR to complete and comply with its Blanket License obligations.

HNLV represents and warrants that it is not prohibited by any third-party from entering into the Agreement and HNLV's entering into this Agreement will not violate or otherwise breach any other third-party agreement HNLV may be subject to or bound by.

19. Gaming; Regulatory Compliance; Ethics; Use of Funds and; Code of Conduct.

HNLV understands and acknowledges that this Agreement, at VCR's discretion, may be subject to HNLV and its principals completing and submitting to VCR a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by VCR's Gaming Compliance Committee. Notwithstanding any other provision in this Agreement to the contrary, VCR may immediately terminate this Agreement without further obligation or liability to HNLV if, in the judgment of VCR's Gaming Compliance Committee, or representatives thereof, the relationship with HNLV could subject VCR to disciplinary action by gaming regulatory authorities or cause VCR to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to VCR's business.

In connection with the its own business, each party shall comply, and cause its subcontractors to comply, with all applicable local, state, federal, and international rules, laws, and regulations related anti-corruption, anti-money laundering, and gaming, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits. The FCPA also requires complete and accurate record-keeping which records each party shall maintain.

VCR requires its officers, employees, suppliers, and contractors to observe the highest standards of business and personal ethics. Each person is expected to practice honesty and integrity in every aspect of dealing with each other, the public, business community, customers, other suppliers, and government authorities.

HNLV shall at all times adhere to the following:

- a. HNLV shall not directly or indirectly give or accept gifts, contributions, or prizes with a value exceeding \$100.00 ("Maximum Gift Value"), which is in any way connected with or related to the business or matters of VCR. The Maximum Gift Value shall be the limitation both in any individual instance, as well as that collectively with any single individual or entity within any one (1) year period;
- b. HNLV shall not solicit gifts, contributions, gratuities, services, or kickbacks from VCR, nor VCR's suppliers or customers, regardless of value;
- c. HNLV shall not give or accept, directly or indirectly, entertainment or meals in excess of usual and reasonable limits that are a normal and acceptable part of regular business activity, and all such meals shall be included in and subject to Maximum Gift Value's as set forth in subsection (a), above; and

VCR has established a compliance and ethic's hotline to enhance VCR's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which HNLV can help preserve the integrity of VCR's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. VCR therefore strongly encourages HNLV to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to VCR's website at www.lvscethics.com. In addition to the preceding reporting option, HNLV may at any time contact VCR's management regarding any actual or alleged violation of ethics.

HNLV represents that it has not provided, and shall not provide, directly or indirectly, funds or other consideration to any person or entity (including VCR and its employees and agents) to improperly procure special or unusual treatment with respect to this Agreement, the Work, or for the purpose of otherwise improperly influencing HNLV's relationship with VCR. HNLV shall cause all of its officers, directors, employees, members, partners, agents, subcontractors and suppliers to comply with the restrictions contained in this paragraph.

HNLV has read, understands, and agrees to comply with, and not do anything in violation of VCR's Supplier Code of Conduct, as available at: http://www.sands.com/files/LVS_SupplierCodeofConduct_Jan2013.pdf, or as a hard copy of which may be requested in writing by HNLV from VCR.

20. Personally Identifiable Information ("PII").

To the extent that the services under the Agreement requires HNLV to have access to personally identifiable information about an individual (hereinafter referred to as "PII"), HNLV shall after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. HNLV agrees to allow access only to those employees who need the PII to perform services under the Agreement, and agrees that PII will be used solely for the purpose of performing services under the Agreement. HNLV shall ensure that its employees will not discuss, divulge or disclose any such PII to any person or entity except those persons within HNLV's organization directly concerned with the performance of the Agreement. HNLV shall administer a monitoring process to ensure compliance with the provisions of this section, promptly report in writing any breaches to VCR, and implement immediate, appropriate corrective actions to contain and prevent recurrence. Protected PII is an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to, social security

number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc. All electronic copies of Protected PII must be protected with NIST FIPS 140-2 compliant encryption while in transit.

21. Warranties.

HNLV hereby warrants to VCR that HNLV shall perform the services provided hereunder in a timely, professional and workmanlike manner, consistent with industry standards, using individuals of suitable training and skill.

22. Dispute Resolution.

The parties agree that all disputes arising from or relating to this Agreement may only be resolved by arbitration as described herein. However, the parties agree that as a precondition for a party making an arbitration demand the party must have substantially complied first with the good faith negotiation procedures ("Negotiation Procedures") and the mediation procedures ("Mediation Procedures") described herein. The parties agree that the arbitrator shall dismiss with prejudice any arbitration demand on application of a party if that party establishes to the satisfaction of the arbitrator that the other party has not substantially complied with either the Negotiation Procedures or the Mediation Procedures.

The parties agree to attempt in good faith to promptly resolve any issue, dispute, or controversy (collectively "Dispute") arising from or relating to this Agreement using the following procedures. Either party may give the other party notice of any Dispute not resolved in the normal course of business (Dispute Notice). Within 10 days after giving the Dispute Notice, representatives of both parties with authority to resolve the Dispute must meet at The Venetian, 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 to discuss and to attempt in good faith to resolve the Dispute (a "Meeting"). The discussions shall be considered part of settlement discussions for purposes of applying either the Federal Rules of Evidence and or the Nevada Evidence Rules. Therefore, from the time the Dispute Notice is given until conclusion of the Negotiation Procedures, no statement by a party related to the Dispute can be used against that party by the other party in any subsequent arbitration. The parties shall confer in good faith at the Meeting in an attempt to resolve the Dispute and the Meeting shall last until the Dispute is settled or until one party determines in good faith that the Dispute cannot be resolved. The parties shall be required at a minimum to state their respective positions and arguments in support of their positions in a good faith effort to resolve the Dispute. Neither party may take the position that any such discussion or presentation would be futile and decline to make a good faith effort to resolve the Dispute. The good faith effort to resolve the Dispute shall require at least two Meetings between two different representatives of each of the parties with the second Meeting involving representatives at higher levels than the representatives at the first Meeting. The second meeting shall take place at The Venetian within 10 days after the date of the first meeting. Neither party may be represented by counsel present at either of the Meetings.

If a Dispute is not resolved under the Negotiation Procedures, the parties must seek in good faith to resolve the Dispute by Mediation. Unless the parties agree in writing otherwise, the mediation will be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation will be filed in writing with the other party and with the American Arbitration Association. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Clark County, Nevada at a place determined by the mediator.

The parties may be represented by counsel in the mediation and each party will bear their own attorney's fees and expenses incurred in the mediation. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

If a Dispute is not settled by the Negotiation Procedures or the Mediation Procedures, the Dispute may only be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association currently in effect before a single arbitrator selected in accordance with such rules. The demand for arbitration will be filed in writing with the other party and with the American Arbitration Association. The arbitrator will apply the substantive law of Nevada without regard to any conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1 et. seq. The arbitration will be held in Clark County, Nevada at a location determined by the arbitrator. A demand for arbitration must be made within 45 days following conclusion of the Mediation Procedures. Arbitration may involve, by consolidation or joinder, any third-party whose presence is necessary to provide full relief to any party, including a subcontractor, even though not a party to this Agreement. In order to facilitate resolution of the Dispute, VCR will include the Negotiation Procedures, Mediation Procedures and the arbitrations requirements of this Agreement, in its contracts with suppliers or in subcontracts with subcontractors. The arbitration must be concluded within 120 days of the selection of the arbitrator. The award rendered by the arbitrator will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party will pay its own costs and attorney's fees of the arbitration.

23. Confidentiality.

All information, including but not limited to oral statements, computer files, databases, the terms and existence of this Agreement, and other material or data supplied by VCR to HNLV shall be regarded as confidential and privileged ("VCR Confidential Information"). HNLV shall not disclose the VCR Confidential Information, nor allow to be disclosed to any person or entity without the express prior written consent of VCR. HNLV shall have the right to use any such VCR Confidential Information only for the purpose of complying with its obligations under this Agreement, unless the express prior written consent of VCR is obtained. Upon request by VCR, HNLV shall promptly return to VCR all VCR Confidential Information supplied by VCR, together with all copies and extracts, if any. The confidentiality requirements shall not apply where: (i) the information is, at the time of disclosure by VCR, then in the public domain; (ii) the information is known to HNLV prior to obtaining the same from VCR; (iii) the information is obtained by HNLV from a third-party who did not receive the same directly or indirectly from VCR; or (iv) the information is subpoenaed by court order or other legal process, but in such event, HNLV shall notify VCR. In such event as that set forth in subsection (iv), VCR, in its sole discretion, may seek to quash such demand. The obligations of confidentiality shall survive the termination of this Agreement.

All information, including but not limited to oral statements, computer files, databases, the terms and existence of this Agreement, and other material or data supplied by HNLV to VCR shall be regarded as confidential and privileged ("HNLV Confidential Information"). VCR shall not disclose the HNLV Confidential Information, nor allow to be disclosed to any person or entity without the express prior written consent of HNLV. VCR shall have the right to use any such HNLV Confidential Information only for the purpose of complying with its obligations under this Agreement, unless the express prior written consent of HNLV is obtained. Upon request by HNLV, VCR shall promptly return to HNLV all HNLV Confidential Information supplied by HNLV, together with all copies and

extracts, if any. The confidentiality requirements shall not apply where: (i) the information is, at the time of disclosure by HNLV, then in the public domain; (ii) the information is known to VCR prior to obtaining the same from HNLV; (iii) the information is obtained by VCR from a third-party who did not receive the same directly or indirectly from HNLV; or (iv) the information is subpoenaed by court order or other legal process, but in such event, VCR shall notify HNLV. In such event as that set forth in subsection (iv), HNLV, in its sole discretion, may seek to quash such demand. The obligations of confidentiality shall survive the termination of this Agreement.

24. General Terms.

a. Assignment. Neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Any assignment or delegation shall not relieve any party of its obligations under this Agreement. Notwithstanding the above, HNLV may assign all of its rights and obligations under this Agreement without the prior consent of VCR if such assignment is to an entity wholly-owned directly or indirectly by Adam Steck and the Artists; provided that HNLV shall provide at least thirty (30) days advance written notice to VCR of such permitted assignment and HNLV defends, indemnifies, and holds VCR harmless from and against any and all third-party claims related to or arising from such assignment.

b. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions, affect the validity of any part of this Agreement, or affect the right of the parties to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

c. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties shall amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

d. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) which is due to an event beyond the reasonable control, and occurring without the fault or negligence, of such party (the "Force Majeure Event"). Force Majeure Event's include, but are not limited to: an Act of God; terrorism, threats of violence, war, political insurgence, insurrection, riot, or civil unrest; earthquake, flood, or other natural disasters; failure of suppliers, subcontractors, or carriers; or any other natural or manmade event that causes the postponement of the Show or substantial interference with the audience's ability to attend the Show, or the termination in whole or part of this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other party prompt written notice, with full details following the occurrence of the cause relied upon. At the option of VCR, any delays in the providing the Show, caused by a Force

Majeure Event, shall be addressed by either: (1) extending the period for providing such Show for a period of time equal to the time lost due to the Force Majeure Event; or (ii) termination of those Shows as so delayed. Additionally, in addition to all other rights hereunder, in the event that a Force Majeure Event, for any reason, delays performance of the Shows for a period of three (3) consecutive performance weeks or more, and/or such Force Majeure Event is anticipated to continue for a period in excess of three (3) consecutive performance weeks, VCR may at its sole discretion terminate this Agreement with no further liability except that arising prior to the date of termination and that as would otherwise such termination.

e. Third Person Liability and Interests. This Agreement is entered into for the exclusive benefit of the parties. It is not intended to benefit any person or entity that is not a signatory to this Agreement or create any rights, powers or interest in any third person.

f. Section Headings. The section headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections to which they pertain.

g. Notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service; (ii) transmitted by facsimile with confirmation of transmission; or (iii) sent by U.S. mail via certified mail-return receipt requested to the individuals set forth below at the addresses first set forth above, WITH COPY FOR VENETIAN TO - Venetian Casino Resort, LLC, Attn. General Counsel, 3355 Las Vegas Boulevard South, Las Vegas, Nevada, 89109 - Ph. (702) 607-4409 / Fax (702) 414-4421, and WITH COPY TO HNLV TO - Greenberg Traurig, LLP, Attn. Mark Tratos, Esq. 3773 Howard Hughes Parkway, Suite 400 North, Las Vegas, Nevada 89169. The parties shall provide written notification of any change in the information stated above. An original signed copy, via U. S. Mail or other carrier designed to provide similar service, shall follow facsimile transmissions.

h. Time of Essence. Time is of the essence in this Agreement.

i. Modification and Amendment. This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

j. Survival. Any provisions of this Agreement that by their nature extend beyond termination shall survive such termination.

k. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns. The parties acknowledge that this is a legal agreement and should be reviewed by legal counsel. The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement equally.

I. Entire Agreement and Incorporation. This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement.

[Signature page follows]

The below signatories to this Agreement on behalf of each party represent that they are authorized to enter into this Agreement and bind their respective entities to all terms and conditions stated herein. Furthermore, each signatory to this Agreement represents to the other that their respective entity is duly organized, validly existing and in good standing under the laws of the State of Nevada, and has all requisite power and authority to carry on its business as now being conducted and otherwise contemplated by this Agreement.

HNLV, LLC

DocuSigned by:
Adam Steck 2/5/2016
5F0773CE5EED45B... Date
Print Name: Adam Steck
Title: President

Venetian Casino Resort, LLC

[Signature] _____
Signature Date
Print Name: George J. LAKANTONIS
Title: PRESIDENT

Approved To Form Only
Venetian Casino Resort, LLC
Legal Department

[Signature]

Attachment A-1
HNLV COI

See attached.



CERTIFICATE OF LIABILITY INSURANCE

HNVEK

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, THE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not constitute a contract between the issuer and the certificate holder in lieu of such endorsement(s).

PRODUCER Capstone Brokerage Inc 8681 W. Sahara Ave., Suite 100 Las Vegas, NV 89117 Darrick Cole		Phone: 702-227-5727 Fax: 702-227-5753	CONTACT NAME: Gerlie Ryan PHONE (A/C, No, Ext): 702-227-5727 E-MAIL ADDRESS: Gerlie@capstone1.com INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance INSURER B: OBI National Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED HN Vegas, LLC 2250 Corporate Circle #390 Henderson, NV 89074			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD OF TIME INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO THE COVERAGE OF THIS CERTIFICATE, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	U
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CP0499501	05/21/2015	05/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AC
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP0499501	05/21/2015	05/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per perso) BODILY INJURY (Per accid) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EX0200301	05/21/2015	05/21/2016	EACH OCCURRENCE AGGREGATE
	DED RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4060419750001	05/21/2015	05/21/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLO E.L. DISEASE - POLICY LIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance

Attachment A-2
Venetian COI

See attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 21650 Oxnard Street, Suite 1600 Woodland Hills, CA 91367 www.beechercarlson.com	CONTACT NAME: Beecher Carlson Insurance Services PHONE (A/C, No, Ext): 818-598-4200 FAX (A/C, No): 770-870-3043 E-MAIL: ADDRESS:														
INSURED Las Vegas Sands Corp. 3355 Las Vegas Blvd. South Las Vegas NV 89109	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Allied World National Assurance Company	10690	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich American Insurance Company	16535														
INSURER B : Allied World National Assurance Company	10690														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 28015978**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO 0171169 01	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			0306-6321	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**
 HN Vegas, LLC
 2250 Corporate Circle #390
 Henderson, NV 89074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WDHLS) Pam Brooskin

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

 VEN 1265
 VCR 491

Attachment B
On-Property Advertising Package

Intentionally Omitted.