

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPECIAL ADMINISTRATOR
SHALONDA MOLLETTE, AN
INDIVIDUAL, IN PLACE AND STEAD
OF JOE N. BROWN,

Appellant,

vs.

GNL, CORP., A NEVADA
CORPORATION, AND
THYSSENKRUPP ELEVATOR
CORP.,
A FOREIGN CORPORATION,

Respondents.

SPECIAL ADMINISTRATOR
SHALONDA MOLLETTE, AN
INDIVIDUAL, IN PLACE AND STEAD
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Appellant,

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CORPORATION, AND
THYSSENKRUPP ELEVATOR
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Respondents.

No. 80581

Electronically Filed
Jun 10 2022 08:24 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 81151

APPENDIX TO APPELLANT'S OPENING BRIEF

VOLUME 1

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Dated June 10, 2022.

Respectfully submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.
MOHAMED A. IQBAL, JR.
Nevada Bar No. 10623
9130 W. Post Road, Suite 200
Las Vegas, NV 89148
Attorneys for Appellant

CERTIFICATE OF SERVICE

I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 1** to be served as follows:

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

___ Pursuant to NEFCR 9, to be sent via facsimile; and/or

X Pursuant to NEFCR 9, by transmitting via the Court’s electronic filing services by the document(s) listed above to the Counsel set forth on the service list.

/s/ Marie-Claire Alsanjakli
An Employee of **IQBAL LAW PLLC**

COMP

Mohamed A. Iqbal, Jr. (NSB #10623)
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Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

Case No.:

Dept. No.:

COMPLAINT

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

(Jury Trial Requested)

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

I. THE PARTIES

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

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

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

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

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

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

II. ALLEGATIONS COMMON TO ALL CLAIMS

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

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

9. The evening of May 12, 2015, Joe and Nettie Brown, and Sholanda and Clay Marlette, went to dinner at one of the restaurants at the Laughlin Nugget. All four boarded an escalator installed at the Laughlin Nugget.

1 **IV. VENUE**

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

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

7 **V. CAUSES OF ACTION**

8 **First Cause of Action - Negligence**

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

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

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

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

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

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

27 ///

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

2 25. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-24 above.

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

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

10 **VI. PRAYER FOR RELIEF**

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

12 a. For an award of compensatory damages in an amount in excess of \$10,000.00, to
13 be proven at trial;

14 b. For an award of exemplary damages, in a fair and just amount in the discretion of
15 the Court, for the sake of example and by way of punishing the Defendants;


16 c. For an award of costs and reasonable attorneys' fees; and

17 d. For such other and further relief as the Court deems just and proper.

18 Dated this 1st day of July, 2016.

Respectfully Submitted,

19 IQBAL LAW PLLC

20 By: 
21 Mohamed A. Iqbal, Jr. (NSB# T0623)
22 Christopher Mathews (NSB #10674)

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

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No.

(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):

Joe N. Brown, an individual, and his Wife, Nettie J. Brown, an individual
3630 E. Owens Ave #1020, Las Vegas, NV 89110
702-629-7170

Defendant(s) (name/address/phone):

Landry's Inc., a foreign corporation; Golden Nugget, Inc., a Nevada Corporation
d/b/a Golden Nugget, Laughlin; Doe Individuals 1-100; Roe Business Entities 1-100
c/o National Registered Agents, Inc. of NV
701 S. Carson St., Ste 200, Carson City, NV 89701

Attorney (name/address/phone):

Mohamed A. Iqbal, Jr. (NSB 10623), Christopher Mathews (NSB 10674)
Iqbal Law PLLC, 101 Convention Center Dr., Ste 1175, Las Vegas, NV 89109
702-750-2950
mai@ilawlv.com

Attorney (name/address/phone):

Unknown

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

<p>Real Property</p> <p>Landlord/Tenant</p> <p><input type="checkbox"/> Unlawful Detainer</p> <p><input type="checkbox"/> Other Landlord/Tenant</p> <p>Title to Property</p> <p><input type="checkbox"/> Judicial Foreclosure</p> <p><input type="checkbox"/> Other Title to Property</p> <p>Other Real Property</p> <p><input type="checkbox"/> Condemnation/Eminent Domain</p> <p><input type="checkbox"/> Other Real Property</p>	<p>Negligence</p> <p><input type="checkbox"/> Auto</p> <p><input type="checkbox"/> Premises Liability</p> <p><input checked="" type="checkbox"/> Other Negligence</p> <p>Malpractice</p> <p><input type="checkbox"/> Medical/Dental</p> <p><input type="checkbox"/> Legal</p> <p><input type="checkbox"/> Accounting</p> <p><input type="checkbox"/> Other Malpractice</p>	<p>Torts</p> <p>Other Torts</p> <p><input type="checkbox"/> Product Liability</p> <p><input type="checkbox"/> Intentional Misconduct</p> <p><input type="checkbox"/> Employment Tort</p> <p><input type="checkbox"/> Insurance Tort</p> <p><input checked="" type="checkbox"/> Other Tort</p>
<p>Probate</p> <p>Probate <i>(select case type and estate value)</i></p> <p><input type="checkbox"/> Summary Administration</p> <p><input type="checkbox"/> General Administration</p> <p><input type="checkbox"/> Special Administration</p> <p><input type="checkbox"/> Set Aside</p> <p><input type="checkbox"/> Trust/Conservatorship</p> <p><input type="checkbox"/> Other Probate</p> <p>Estate Value</p> <p><input type="checkbox"/> Over \$200,000</p> <p><input type="checkbox"/> Between \$100,000 and \$200,000</p> <p><input type="checkbox"/> Under \$100,000 or Unknown</p> <p><input type="checkbox"/> Under \$2,500</p>	<p>Construction Defect & Contract</p> <p>Construction Defect</p> <p><input type="checkbox"/> Chapter 40</p> <p><input type="checkbox"/> Other Construction Defect</p> <p>Contract Case</p> <p><input type="checkbox"/> Uniform Commercial Code</p> <p><input type="checkbox"/> Building and Construction</p> <p><input type="checkbox"/> Insurance Carrier</p> <p><input type="checkbox"/> Commercial Instrument</p> <p><input type="checkbox"/> Collection of Accounts</p> <p><input type="checkbox"/> Employment Contract</p> <p><input type="checkbox"/> Other Contract</p>	<p>Judicial Review/Appeal</p> <p>Judicial Review</p> <p><input type="checkbox"/> Foreclosure Mediation Case</p> <p><input type="checkbox"/> Petition to Seal Records</p> <p><input type="checkbox"/> Mental Competency</p> <p>Nevada State Agency Appeal</p> <p><input type="checkbox"/> Department of Motor Vehicle</p> <p><input type="checkbox"/> Worker's Compensation</p> <p><input type="checkbox"/> Other Nevada State Agency</p> <p>Appeal Other</p> <p><input type="checkbox"/> Appeal from Lower Court</p> <p><input type="checkbox"/> Other Judicial Review/Appeal</p>
<p>Civil Writ</p> <p>Civil Writ</p> <p><input type="checkbox"/> Writ of Habeas Corpus</p> <p><input type="checkbox"/> Writ of Mandamus</p> <p><input type="checkbox"/> Writ of Quo Warrant</p> <p><input type="checkbox"/> Writ of Prohibition</p> <p><input type="checkbox"/> Other Civil Writ</p>	<p>Other Civil Filing</p> <p>Other Civil Filing</p> <p><input type="checkbox"/> Compromise of Minor's Claim</p> <p><input type="checkbox"/> Foreign Judgment</p> <p><input type="checkbox"/> Other Civil Matters</p>	

Business Court filings should be filed using the Business Court civil coversheet.

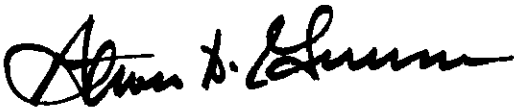
7/1/16

Date

Signature of initiating party or representative

See other side for family-related case filings.

JNB00006


CLERK OF THE COURT

ACOM

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

mai@ilawlv.com

Christopher Mathews (NSB #10674)

IQBAL LAW PLLC

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101 Convention Center Drive, Suite 1175

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1-(702) 750-2950 (Tel)

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

info@ilawlv.com

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

FIRST AMENDED COMPLAINT

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

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

FIRST AMENDED COMPLAINT

1 of 6

JNB00007

I. THE PARTIES

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

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

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

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

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

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

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

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

2 8. On or about May 11, 2015, Joe and Nettie Brown traveled from their Las Vegas
3 home to vacation in Laughlin, Nevada.

4 9. While there, Joe and Nettie Brown stayed at the Laughlin Nugget. Plaintiffs'
5 daughter, Sholanda Marlette, and her husband Clay Marlette, also stayed at the Laughlin Nugget.

6 10. The evening of May 12, 2015, Joe and Nettie Brown, and Sholanda and Clay
7 Marlette, went to dinner at one of the restaurants at the Laughlin Nugget. All four boarded an
8 escalator installed at the Laughlin Nugget.

9 11. Joe Brown, who suffered shrapnel wounds in his legs while serving overseas and
10 uses a cane when he walks, boarded the Laughlin Nugget escalator last.

11 12. When Joe Brown stepped onto the Laughlin Nugget escalator, the stair he stood
12 on was loose and unstable.

13 13. Because the Laughlin Nugget escalator stairwell was narrow, Joe Brown was
14 unable to steady himself with his cane. He reached for the escalator handrail, but was blocked
15 by a stationary metal railing running the length of the escalator and was unable to steady himself
16 with the handrail.

17 14. As a result, Joe Brown lost his balance and fell down the Laughlin Nugget
18 escalator.

19 15. As a result of the fall on the Laughlin Nugget escalator, Joe Brown suffered a
20 broken neck, and numerous additional injuries.

21 16. As a result of his injuries, Joe Brown suffers severe and debilitating pain. He
22 requires ongoing medical services to treat his injuries and will likely require such services for the
23 rest of his life.

24 **III. JURISDICTION**

25 17. The Court has jurisdiction of this matter pursuant to NRS 14.020 and NRS
26 14.065, as Defendant Landry's does business in the State of Nevada and has purposefully
27 established minimum contacts in Nevada by conduct and connection such that it should

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

4 IV. VENUE

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

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

10 V. CAUSES OF ACTION

11 **First Cause of Action - Negligence**

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

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

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

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

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

28 FIRST AMENDED COMPLAINT

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

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

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

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

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

14 **VI. PRAYER FOR RELIEF**

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

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

22 Dated this 1st day of September, 2016.

Respectfully Submitted,

23 IQBAL LAW PLLC

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

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

Christopher Mathews (NSB #10674)

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

CERTIFICATE OF SERVICE

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

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

Chiu & Associates

Contact

Email

Diana Smith

diana.smith@aig.com

Lee Grant

lee.grant@aig.com

Shannon Jory

shannon.jory@aig.com

Sydney Basham

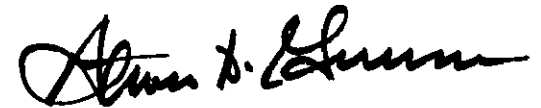
sydney.basham@aig.com

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

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

/s/ Julia M. Diaz

An Employee of Iqbal Law PLLC



CLERK OF THE COURT

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

Attorney for Defendant
GNL, CORP.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

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

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

I. THE PARTIES

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

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

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

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

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

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

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

11 **III. JURISDICTION**

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

16 **IV. VENUE**

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

21 **V. CAUSES OF ACTION**

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

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

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

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

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

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

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

8 **SECOND AFFIRMATIVE DEFENSE**

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

13 **THIRD AFFIRMATIVE DEFENSE**

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

17 **FOURTH AFFIRMATIVE DEFENSE**

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

23 **FIFTH AFFIRMATIVE DEFENSE**

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

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

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

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

5 **ELEVENTH AFFIRMATIVE DEFENSE**

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

8 **TWELFTH AFFIRMATIVE DEFENSE**

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

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

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

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

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

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 WHEREFORE, Defendant prays for judgment as follows:

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

7 DATED this 21st day of September, 2016.

8 GRANT & ASSOCIATES

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

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

18 Attorney for Defendant
19 GNL, CORP.
20
21
22
23
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25
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27
28

CERTIFICATE OF SERVICE

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

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

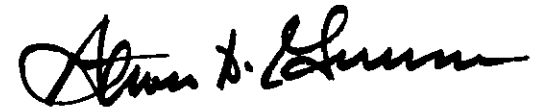
 depositing said document(s) with the U.S. Postal Service;

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES



CLERK OF THE COURT

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

Attorney for Defendant
GNL, CORP.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

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

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

I. THE PARTIES

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

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

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

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

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

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

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

11 **III. JURISDICTION**

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

16 **IV. VENUE**

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

21 **V. CAUSES OF ACTION**

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

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

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

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

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

3 **AFFIRMATIVE DEFENSES**

4 **FIRST AFFIRMATIVE DEFENSE**

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

8 **SECOND AFFIRMATIVE DEFENSE**

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

13 **THIRD AFFIRMATIVE DEFENSE**

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

17 **FOURTH AFFIRMATIVE DEFENSE**

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

23 **FIFTH AFFIRMATIVE DEFENSE**

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

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

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

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

5 **ELEVENTH AFFIRMATIVE DEFENSE**

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

8 **TWELFTH AFFIRMATIVE DEFENSE**

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

14 **THIRTEENTH AFFIRMATIVE DEFENSE**

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

17 **FOURTEENTH AFFIRMATIVE DEFENSE**

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

23 ...

24 ...

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1 WHEREFORE, Defendant prays for judgment as follows:

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

7 DATED this 26TH day of September, 2016.

8 GRANT & ASSOCIATES

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

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

18 Attorney for Defendant
19 GNL, CORP.
20
21
22
23
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27
28

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 26th day of September, 2016 I served a true and correct copy of the foregoing **GNL, CORP.'S FIRST AMENDED ANSWER TO PLAINTIFF'S AMENDED COMPLAINT** by serving as follows:

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

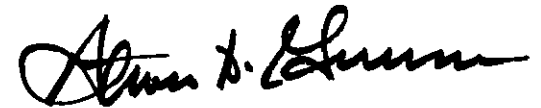
 depositing said document(s) with the U.S. Postal Service;

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES



CLERK OF THE COURT

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

10 Attorney for Defendant/Third-Party Plaintiff
11 GNL, CORP.

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

14 * * *

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

18 vs.

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

25 Defendants.

26 GNL, CORP., a Nevada corporation;

27 Third-Party Plaintiff,

28 vs.

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

Third-Party Defendants

///

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

22 **FIRST CLAIM FOR RELIEF**

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

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

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

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

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

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

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

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

SECOND CLAIM FOR RELIEF

(Breach of Contract against Third-Party Defendants)

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

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

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

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

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

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

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

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

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

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

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

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

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THIRD CLAIM FOR RELIEF

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

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

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

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

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

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

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

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

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

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

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

15 **FOURTH CLAIM FOR RELIEF**

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

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

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

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

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

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

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

DATED this 23rd day of January, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant

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

Attorney for Defendant
GNL, CORP.

CERTIFICATE OF SERVICE

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

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

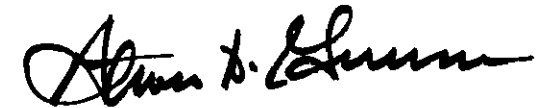
 depositing said document(s) with the U.S. Postal Service;

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES



CLERK OF THE COURT

DEMD
REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
300 South Fourth Street, Suite 710
Las Vegas, Nevada 89101
Phone (702) 383-3400
Fax (702) 384-1460
rmastrangelo@rmcmlaw.com
Attorneys for Third-Party Defendant
THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

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

THIRD-PARTY DEFENDANT'S
DEMAND FOR PRIOR
PLEADINGS AND DISCOVERY

TO: ALL INTERESTED PARTIES; and

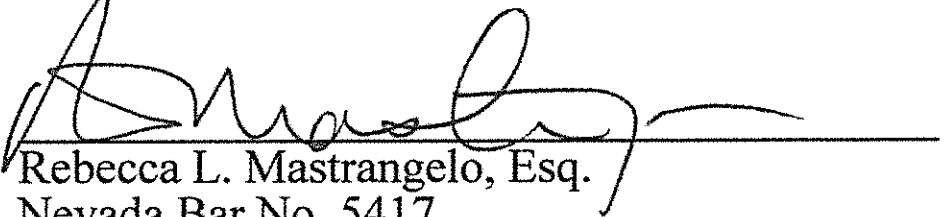
TO: THEIR ATTORNEYS OF RECORD.

JNB00037

1 DEMAND IS HEREBY MADE, in accordance with Rule 26(h) of the Nevada Rules of
2 Civil Procedure, that copies of all prior pleadings, discovery, documents, or other materials
3 previously produced by the other party herein be provided this party and counsel within fifteen
4 (15) days of this demand.

5 DATED this 16th day of February, 2017.

6 ROGERS, MASTRANGELO, CARVALHO &
7 MITCHELL

8 
9 Rebecca L. Mastrangelo, Esq.

10 Nevada Bar No. 5417

11 300 South Fourth Street, Suite 710

12 Las Vegas, Nevada 89101

13 Attorney for Third-Party Defendant

14 THYSSENKRUPP ELEVATOR CORPORATION
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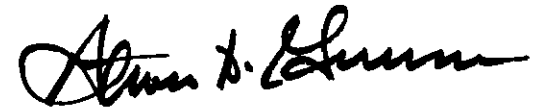
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 17 day of February, 2017, a true and correct copy of the foregoing THIRD-PARTY DEFENDANT'S DEMAND FOR PRIOR PLEADINGS AND DISCOVERY was served via electronic means with the Eighth Judicial District Court, addressed as follows, upon the following counsel of record:

Mohamed A. Iqbal, Jr., Esq.
Christopher Mathews, Esq.
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109
Attorneys for Plaintiffs

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


An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL



CLERK OF THE COURT

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

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

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

**DEFENDANTS LANDRY'S, INC. AND
GOLDEN NUGGET, INC.'S DEMAND
FOR JURY TRIAL**

Defendants, LANDRY'S INC. and GOLDEN NUGGET, INC. through its attorney,
Annalisa Grant, Esq. of the law firm of GRANT & ASSOCIATES, demands a trial by jury of
all issues in the above-captioned action.

DATED this 3rd day of April, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant Esq.

ANNALISA N. GRANT, ESQ.

Nevada Bar No. 11807

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

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

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 3rd day of April, 2017, I served a true and correct copy of the foregoing **DEFENDANTS LANDRY'S, INC. AND GOLDEN NUGGET, INC.'S DEMAND FOR JURY TRIAL** by serving as follows:

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

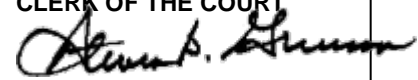
☐ depositing said document(s) with the U.S. Postal Service;

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

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/s/ Diana Smith

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

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,	)	CASE NO.: A-16-739887-C
NETTIE J. BROWN, an individual,	)	DEPT. NO.: XXXI
Plaintiffs,)	
vs.	)	DEFENDANTS' MOTION FOR
	)	SUMMARY JUDGMENT
LANDRY'S, INC., a foreign corporation;)	
GOLDEN NUGGET, INC. a Nevada)	
corporation, d/b/a GOLDEN NUGGET)	
LAUGHLIN; GNL, CORP., a Nevada)	
corporation; DOE INDIVIDUALS 1-100,)	
ROE BUSINESS ENTITIES 1-100,)	
Defendants.)	
<hr/>		
GNL, CORP., a Nevada corporation;)	
Third-Party Plaintiff,)	
vs.)	
Thyssenkrupp Elevator Corporation, a Foreign)	
Corporation; DOES 1-75; ROE)	
CORPORATIONS 1-75; DOE ESCALATOR)	
INSTALLER; DOE ESCALATOR)	
MANUFACTURER; DOE ESCALATOR)	
MAINTENANCE SUBCONTRACTOR; and)	
ROE CORPORATIONS 1-25)	
Third-Party Defendants)	

///

COME NOW, Defendants GOLDEN NUGGET, INC. and LANDRY'S, INC. ("Defendants"), by and through their attorney, Annalisa N. Grant, Esq. of GRANT & ASSOCIATES, and hereby move this Court for Summary Judgment in the above-captioned matter.

This Motion is made and based on the attached Points and Authorities, the pleadings and papers on file in this action, and any oral argument that may be allowed by the Court at the time of the hearing of this Motion.

DATED this 23rd day of May, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant. Esq.

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Attorney for Defendant
GNLV, CORP.

NOTICE OF MOTION

TO: ALL INTERESTED PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD.

PLEASE TAKE NOTICE that the undersigned will bring the foregoing **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** on for hearing before the District Court, Clark County, Department XXXI, on the 27 day of June, 2017, at 9:30am or as soon thereafter as counsel can be heard.

DATED this 23rd day of May, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant. Esq.

ANNALISA N. GRANT, ESQ.
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Attorney for Defendants
GOLDEN NUGGET, INC. and LANDRY'S, INC.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This action involves an incident that occurred on the escalator at the Golden Nugget Laughlin Resort and Casino on May 12, 2015 (the property is hereinafter referred to as “Laughlin Nugget” in conformity with the naming conventions of the First Amended Complaint). Plaintiff named GNL, Corp. (“GNL”), Golden Nugget, Inc. (“GNI”), and Landry’s, Inc. (“Landry’s”) as defendants and alleged that they “collectively” own and operate the Laughlin Nugget.

GNL initially appeared in the action and indicated that it was the only correct entity responsible for the ownership and operation of the Laughlin Nugget. An open extension was granted by Plaintiff while the issue of the proper entities was sorted out. Since then, GNL has admitted to owning and operating the subject location as evidenced by its admission of the issue in its answer to Plaintiff’s Complaint:

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

See, Answer to First Amended Complaint at 2:1-3.

Notably, the “remaining allegations” that were denied were that the entities jointly own and operate the Laughlin Nugget. Nevertheless, Plaintiff proceeded with the action against GNI and Landry’s when there is no legally justifiable reason for doing so.

As the Court is aware, Defendants responded to Plaintiff’s Amended Complaint with a Motion to Dismiss. At the time of the Motion hearing, Defendant GNL, Corp. had already responded to discovery with verified responses, noting that it was the only entity that owned or controlled the Laughlin Nugget – although that discovery could not be included in the previous Motion due to the constraints of a motion to dismiss. The Motion to Dismiss was ultimately denied as Plaintiffs argued that discovery was needed and that their allegations should be taken as true. Since then, Defendants have answered and have responded to further discovery. Yet, the facts (now established by competent evidence) remain the same: the Laughlin Nugget was owned and controlled by GNL, Corp., not by Defendants.

Because neither GNI nor Landry's own, operate, or control the Laughlin Nugget, there is no legal basis for which Plaintiff may maintain a lawsuit against them. Nevada law is clear that a relationship between entities, such as common ownership or a parent/subsidiary relationship is not sufficient to maintain a lawsuit absent some additional basis. Accordingly, summary judgment is warranted in favor of both moving Defendants.

II. STATEMENT UNDISPUTED FACTS

In examining the undisputed facts of this matter, it is important to note the standard for what constitutes an issue of material fact. "A genuine issue of material fact is one where the evidence is such that a reasonable trier of fact could return a verdict for the non-moving party." *Coker Equip. v. Great Western Capital Corp.*, 110 Nev. 1266, 1268 (1994); *Citing, Valley Bank v. Marble*, 105 Nev. 366, 367 (1989). The facts necessary for the adjudication of the instant Motion are all undisputed.

For the Court's convenience, Defendant has enumerated undisputed facts, set forth below. The facts supporting Defendant's Motion all come from the discovery responses (specifically verified Interrogatories) of the Defendants: GNL, GNI and Landry's.

- GNI does not directly, or indirectly, manage or operate GNL. *See*, GNL's Supplemental Response to Plaintiff's Interrogatory 29, attached hereto as **EXHIBIT A**. *See*, GNI's Response to Plaintiff's Interrogatories 1 and 4, attached hereto as **EXHIBIT B**.
- GNI does not directly, or indirectly, manage or operate the Laughlin Nugget. *See*, GNL's Supplemental Response to Plaintiff's Interrogatory 29, attached hereto as **EXHIBIT A**. *See*, GNI's Response to Plaintiff's Interrogatories 1 and 4, attached hereto as **EXHIBIT B**.
- Landry's does not directly, or indirectly, manage or operate GNL. *See*, GNL's Supplemental Response to Plaintiff's Interrogatory 29, attached hereto as **EXHIBIT A**. *See*, Landry's Response to Plaintiff's Interrogatories 1, 3, and 4, attached hereto as **EXHIBIT C**.
- Landry's does not directly, or indirectly, manage or operate the Laughlin Nugget.

See, GNL's Supplemental Response to Plaintiff's Interrogatory 2, attached hereto as **EXHIBIT A**. See, Landry's Response to Plaintiff's Interrogatories 1, 3, and 4, attached hereto as **EXHIBIT C**.

- GNL owns, operates, and manages the Laughlin Nugget. See, GNL's Supplemental Response to Plaintiff's Interrogatory 2, attached hereto as **EXHIBIT A**.
- GNI is a holding company that owns the outstanding stock of GNL, among other companies. See, GNL's Supplemental Response to Plaintiff's Interrogatory 29, attached hereto as **EXHIBIT A**. See, GNI's Response to Plaintiff's Interrogatory 2, attached hereto as **EXHIBIT B**.
- At the time of the incident, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, owned any percent of the outstanding ownership or membership interest in GNL or GNI. See, GNL's Supplemental Response to Plaintiff's Interrogatory 29, attached hereto as **EXHIBIT A**. See, Landry's Response to Plaintiff's Interrogatory 1, attached hereto as **EXHIBIT C**.

III. LAW AND ARGUMENT

A. STANDARD OF REVIEW

Summary judgment is proper if the pleadings, depositions, answers to interrogatories, 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 a judgment as a matter of law. See, Nev. R. Civ. P. 56(c); see also, *Dermody v. City of Reno*, 113 Nev. 207 (1997); *Bish v. Guaranty Nat'l Ins. Co.*, 109 Nev. 133 (1993); *Butler v. Bogdanovich*, 101 Nev. 449, 451 (1985); *Wiltsie v. Baby Grand Corp.*, 105 Nev. 291, (1989). Furthermore, since Nevada substantially has adopted the Federal Rules of Civil Procedure, federal case law interpreting the operation of those rules becomes persuasive.

As the Nevada Supreme Court most recently reminded us in *Wood v. Safeway, Inc.*, 121 Nev. 724 (2005), Rule 56 should not be regarded as a "disfavored procedural shortcut." Most importantly, the Court dispelled the notion that even the "slightest doubt as to the operative

1 facts” can preclude summary judgment by explicitly abrogating the slightest doubt standard
2 from Nevada jurisprudence. *Id.* at 1031. “While the pleadings and other proof must be
3 construed in a light most favorable to the nonmoving party, that party bears the burden to ‘do
4 more than simply show that there is some metaphysical doubt’ as to the operative facts in order
5 to avoid summary judgment being entered in the moving party's favor.” *Id.* *Wood v. Safeway*
6 also instructs “the substantive law controls which factual disputes are material and will preclude
7 summary judgment; other factual disputes are irrelevant[.]” *Id.*; quoting, *Anderson v. Liberty*
8 *Lobby, Inc.*, 477 U.S. 242, 248 (1986).

9
10 Therefore, the non-moving party must present by affidavit or otherwise specific facts
11 that demonstrate the existence of a genuine issue for trial or have summary judgment entered
12 against her. *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 294 (1983). If a party cannot
13 demonstrate a genuine issue of material fact exists as to each element of their claim, summary
14 judgment is appropriate. *See, Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 112 (1992).

15 It is worth noting that while Plaintiffs argued that there were no facts to support
16 Defendants’ contentions in the hearing on the Motion to Dismiss – in the instant Motion
17 discovery has been responded to by all Defendants in the action. Accordingly, the Court now
18 has *evidence* before it which reveals that the Laughlin Nugget was owned and operated solely
19 by GNL and not Landry’s or GNI. As further discussed below, it is not appropriate for the Court
20 to grant additional discovery on jurisdictional issues when Defendant has made the *prima facie*
21 case that jurisdiction is not appropriate. *Viega GmbH v. Eighth Jud. Dist. Ct.*, 328 P.3d 1152,
22 1161 (2014). Plaintiff must provide competent evidence to rebut the showing, which it cannot
23 do, or the Motion should be granted.

24 B. THE COURT LACKS PERSONAL JURISDICTION OVER LANDRY’S

25 The issue of personal jurisdiction over a corporation is an issue on which the Nevada
26 Supreme Court has issued ample guidance. “In *MGM Grand, Inc. v. District Court*, 107 Nev.
27 65, 807 P.2d 201 (1991), we held that jurisdiction over a nonresident corporation could not be
28 premised upon that corporation's status as parent to a Nevada corporation.” *Sands China Ltd. v.*

1 *Eighth Judicial Dist. Court of State ex rel. County of Clark*, 127 Nev. 1173, 373 P.3d 958
2 (2011). “Similarly, the United States Supreme Court in *Goodyear Dunlop Tires Operations*,
3 *S.A. v. Brown*, 131 S.Ct. 2846 (2011), considered whether jurisdiction over foreign subsidiaries
4 of a U.S. parent corporation was proper by looking only to the subsidiaries' conduct; the Court
5 suggested that including the parent's contacts with the forum would be, in effect, the same as
6 piercing the corporate veil.” *Id.*

7 The issue was even more exhaustively addressed recently in *Viega GmbH v. Eighth Jud.*
8 *Dist. Ct.*, 328 P.3d 1152, 1161 (2014). “[C]orporate entities are presumed separate, and thus, the
9 mere ‘existence of a relationship between a parent company and its subsidiaries is not sufficient
10 to establish personal jurisdiction over the parent on the basis of the subsidiaries' minimum
11 contacts with the forum.” *Id.* (extensive internal citations omitted).

12 Following an extensive analysis, the Nevada Supreme Court relied upon the reasoning
13 set forth by the Second Circuit Court of Appeals:

14 As the Second Circuit Court of Appeals has recognized, such problems in overcoming
15 the presumption of separateness are inherent in attempting to sue a foreign corporation
16 that is part of a carefully structured corporate family, and ***courts may not create exceptions to get around them:***

17 ‘We recognize that without discovery it may be extremely difficult for plaintiffs
18 ... to make a *prima facie* showing of jurisdiction over a foreign corporation....
19 [But] [t]he rules governing establishment of jurisdiction over such a foreign
20 corporation are clear and settled, and it would be inappropriate for us to deviate
from them or to create an exception to them because of the problems plaintiffs
may have in meeting their somewhat strict standards.

21 Accordingly, for the reasons set forth above, we grant the petition and direct the clerk of
22 the court to issue a writ of prohibition precluding the district court from allowing the
case to proceed against the German Viega companies.

23 *Viega GmbH, supra*, at 1161; *Quoting, Jazini v. Nissan Motor Co., Ltd.*, 148 F.3d 181,
24 186 (2d Cir. 1998) (emphasis added).

25
26 The same reasoning that was applied by the Nevada Supreme Court in *Viega* is equally
27 applicable here. Plaintiff has made absolutely no *prima facie* showing that jurisdiction over
28 Landry’s is appropriate. Meanwhile, Landry’s has explained in response to Plaintiffs’ Second

1 Interrogatory that its only direct contacts with the jurisdiction is to update its regulatory filings.
2 *See, EXHIBIT C.*

3 These discovery responses establish that the Court lacks personal jurisdiction over
4 Landry's. Further, all Defendants, including Landry's have now answered discovery and
5 affirmed that Landry's has no involvement with the Laughlin Nugget. In fact, since September
6 30, 2013 (the subject incident happened in 2015) Landry's has been *completely* removed from
7 any parent/subsidiary role as it pertains to GNL or the Laughlin Nugget. *See, EXHIBIT C*, at
8 Interrogatory 1. Accordingly, summary judgment is proper in favor of Landry's.

9 ***1. Plaintiff's news articles do not prove that Landry's owns the Laughlin Nugget***

10 Defendants anticipate that Plaintiffs will again attempt to introduce the "news" articles
11 that they used in opposition to Defendants' Motion to Dismiss. As a preliminary matter,
12 Defendant notes that none of these articles are competent evidence and certainly cannot rebut
13 the sworn discovery responses of Defendants.

14 As the Court may recall, in Opposition to the Motion to Dismiss Plaintiffs included a
15 number of news articles and websites that infer that Landry's is part of a large collection of
16 restaurants, properties, which is to be expected in a large corporate structure. However, none of
17 the articles states that Landry's itself directly owns the Laughlin Nugget – and one even states
18 something to the contrary (namely that Defendant Landry's purchased another company – not
19 that it purchased the company's assets...).

20 All of these news articles are to be expected with a group of corporations that to some
21 degree share a common ownership, but none of them prove that Landry's directly owns or
22 operates the Laughlin Nugget – because it doesn't. Absent such a showing, the only way to
23 obtain jurisdiction over Landry's is through general jurisdiction, which is completely lacking as
24 shown above.

25 **C. PLAINTIFF HAS FAILED TO STATE A CLAIM AGAINST GNI**

26 As noted above, corporate entities are presumed separate. "Under the principle of
27 corporate separateness, the actions of a subsidiary company are generally not attributable to its
28 parent corporation." *Viega GmbH, supra*, at 1160; *Citing, Dole Food Co. v. Patrickson*, 538

1 U.S. 468, 474 (2003) (“The doctrine of piercing the corporate veil, however, is the rare
2 exception, applied in the case of fraud or certain other exceptional circumstances”).

3 As part of the attempts to establish jurisdiction in *Viega*, the plaintiffs also attempted to
4 argue that the entities in that case were essentially alter egos of one another. In doing so, they
5 presented evidence that the *Viega* entities had common board members, the American *Viega*
6 entity submitted monthly reports to its parent, and the parent must approve significant financial
7 transactions and executive officer hiring. *Id.*

8 However, rather than persuading the Nevada Supreme Court, the Court noted that the
9 factors “merely show the amount of control typical in a parent-subsidary relationship and thus
10 are insufficient to demonstrate agency.” *Id.* The Nevada Supreme Court then went on to note
11 various decisions from around the country on the point. “*See, F. Hoffman–La Roche*, 30
12 Cal.Rptr.3d at 418 (noting that control by means of interlocking directors and officers,
13 consolidated reporting, and shared professional services is normal); *Sonora*, 99 Cal.Rptr.2d at
14 845 (explaining that monitoring a subsidiary's performance, supervising the subsidiary's budget
15 decisions, and setting general policies and procedures are typical of the parent-subsidary
16 relationship); *Round Rock Research L.L.C. v. ASUSTeK Computer Inc.*, No. 11–978–RGA,
17 2013 WL 4478231, at *1 (D.Del. August 20, 2013) (concluding that personal jurisdiction based
18 on agency was not demonstrated through evidence of overlapping directors and other facts
19 reflecting the parent-subsidary relationship, even though the two companies shared the same
20 goals, when there was no showing of oversight of day-to-day activities or that the parent
21 authorized the sales at issue in the case).

22 Based upon the pleadings and discovery in this case, GNL has admitted to owning and
23 controlling the Laughlin Nugget. Further, both GNL and GNI have denied that GNI has any
24 ownership or control over the Laughlin Nugget. *See, EXHIBIT C*, at Interrogatories 2 and 4. GNI
25 has no connection to the matter other than its corporate relationship to GNL, which by itself is
26 insufficient as a matter of law to maintain a suit against GNI. Accordingly, judgment is proper
27 in favor of GNI.

28 ///

III. CONCLUSION

Based upon the foregoing law and argument, Defendants GNI and Landry's respectfully request that this Honorable Court grant their Motion for Summary Judgment with respect to all causes of action.

DATED this 23rd day of May, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

ANNALISA N. GRANT, ESQ.
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Annalisa.Grant@aig.com

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

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 23rd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** by serving as follows:

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

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

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

Mohamed A. Iqbal, Jr., Esq.
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Attorney for Plaintiffs

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

EXHIBIT A

EXHIBIT A

JNB00053

**DISTRICT COURT
CLARK COUNTY, NEVADA**

* * *

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

**DEFENDANT GNL, CORP.'S
SUPPLEMENTAL RESPONSES TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES**

Defendants.

GENERAL OBJECTIONS

1. This responding party objects to the Definitions and Instructions contained in Plaintiff's First Set of Interrogatories to the extent they are inconsistent with or purport to impose requirements for discovery that exceed the requirements of the Nevada Rules of Civil Procedure and to the extent that such Definitions and Instructions are unduly vague and indefinite.

2. This responding party objects to each Interrogatory to the extent it calls for the production for privileged information, including information protected by the attorney-client privilege, investigative privilege, consulting expert exemption, documents containing work product and documents prepared in anticipation of litigation or trial, as well as information contained within documents covered by the joint defense privilege. This responding party further objects to each interrogatory to the extent it seeks the disclosure of the identities of, or any work generated by non-testifying consulting experts retained by or at the direction of this responding party's attorneys in anticipation of preparation for this and/or other threatened or pending litigation arising out of the subject property, or in connection with the rendering of legal advice to this responding party. The restatement of any specific objection in the context of these responses shall not be construed to imply waiver of any unstated privilege objections addressed by this General Objection, or any other applicable privilege or exemption from discovery and the counterparts under the laws of any other jurisdiction that may be applicable.

3. This responding party objects to each Interrogatory to the extent that it seeks to impose a burden upon this responding party to search for documents or information in the possession, custody or control of entities other than this responding party for the reason that such is overly broad and beyond the scope of discovery allowed by the Nevada Rules of Civil Procedure. This responding party also objects to any effort to require it to search for documents or information in the possession, custody or control of unnamed entities other than this responding party, including but not limited to information in the possession, custody or control of public entities, for the reason that such is unduly burdensome, expensive, harassing and beyond the obligations imposed by the Nevada Rules of Civil Procedure.

4. This responding party objects to each Interrogatory to the extent it is overly broad, burdensome and oppressive, and seeks information neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. This responding party has performed a reasonable inquiry in search of information as required by the Nevada Rules of Civil Procedure and had made every reasonable effort to locate the information described herein, which effort has been made in good faith. This responding party cannot affirm, however, that all such information has been supplied. Although this responding party believes that all such information has been produced that is within this responding party possession and/or control, this responding party will supplement its responses in accordance with the applicable discovery rules in the event that this responding party discovers that it has inadvertently failed to provide information within its responses to these Interrogatories.

5. This responding party objects to each Interrogatory that uses language such as "each and every" or similar broad language. Such Interrogatories are onerous, burdensome, harassing, prejudicial and overly broad. Each Interrogatory asking "any" and "all" or "each and every" is objectionable and such an inquiry is, in essence, a request for evidence, and not discoverable information. Moreover, this responding party has no possible means of making all-encompassing identifications that such a broadly worded request requires.

6. This responding party is conducting a thorough and reasonable search of its records for information that may be responsive to Plaintiff's Interrogatories and is also contacting those persons who have knowledge of the location and/or existence of information that may be responsive. To the extent that Plaintiffs' Interrogatories or any portion thereof seek

1 to require this responding party to take any actions other than those enumerated above, this
2 responding party objects to said request on the grounds that it is unduly burdensome and
3 oppressive and imposes obligations upon this responding party beyond those imposed by the
Nevada Rules of Civil Procedure.

4 7. Answers made herein are made solely for the purposes of this responding party's
5 responses to Plaintiff's First Set of Interrogatories. Each answer is subject to all objections as to
6 competence, relevance, materiality, propriety, admissibility, and all other objections and ground
7 to which the same statement would be subject if delivered through live testimony in court. All
8 such objections and grounds are expressly reserved by this responding party and may be
interposed at the time of trial or in conjunction with other uses of these responses or the material
produced, except as explicitly stated.

9 For any inspection and production that occurs in this case, this responding party
10 specifically reserves the right to certain maintained privilege objections as to any privileged
11 information that may be inadvertently produced in response to Plaintiff's Interrogatories.
Further, this responding party expects that Plaintiff and Plaintiff's counsel will return any
inadvertently produced document containing attorney-client communications, attorney work
product, or otherwise privileged information immediately.

12 INTERROGATORY NO. 2:

13 Were YOU the owner of the PREMISES at the time YOU set forth in response to
14 Interrogatory No. 1?

15 RESPONSE TO INTERROGATORY NO. 2:

16 OBJECTION: This Interrogatory is overbroad and irrelevant.

17 Subject to and without waiving the foregoing objections, this answering Defendant
18 responds as follows: GNL, Corp. was the operating entity of the Golden Nugget Hotel &
19 Casino in Laughlin, Nevada (hereinafter "Subject Property") at the time the alleged incident
20 occurred.

21 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:

22 **GNL, Corp. owned and operated the Golden Nugget Laughlin at the time of the**
23 **incident referenced in GNL's response to Interrogatory No. 1.**

24 INTERROGATORY NO. 3:

25 If the answer to Interrogatory No. 2 is in the negative, IDENTIFY the PERSON(S) who
26 owned the PREMISES on the date of the INCIDENT.

27 . . .
28

RESPONSE TO INTERROGATORY NO. 3:

OBJECTION: This Interrogatory is overbroad and irrelevant.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please refer to Defendant's response to Interrogatory No. 2, as set forth above.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:

Not applicable.

INTERROGATORY NO. 4:

Were YOU in control of the ESCALATOR on the date of the INCIDENT?

RESPONSE TO INTERROGATORY NO. 4:

OBJECTION: This Interrogatory is overly broad as to the phrase "in control of the escalator", unduly burdensome, irrelevant and seeks a legal conclusion.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: The escalator that is the subject of this litigation (hereinafter "Subject Escalator") is located within the subject property, however, it serviced and maintained by an elevator vendor.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:

OBJECTION: This Interrogatory is overly broad as to the phrase "in control of the escalator", unduly burdensome, irrelevant and seeks a legal conclusion.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: GNL, Corp. was in control (as defined in Plaintiff's February 8, 2017 letter) of the escalator on the date of incident.

INTERROGATORY NO. 9:

IDENTIFY EACH PERSON who observed the INCIDENT at the time it occurred.

RESPONSE TO INTERROGATORY NO. 9:

OBJECTION: This Interrogatory is overly broad, unduly burdensome, premature, as Defendant has not yet completed its investigation, and assumes facts not in evidence.

...

1 Subject to and without waiving the foregoing objections, this answering Defendant
2 responds as follows: Upon Information and belief, Defendant's employees did not observe the
3 fall, however employee, Ray Favela, and former employees Ashley Stewart and David Flores
4 responded to the Subject Escalator subsequent to the fall. Please refer to Defendant's Initial
5 NRCP 16.1 Disclosures, specifically EXHIBIT E (GNL 000001-000014), regarding the Incident
6 Report, and EXHIBIT J (GNL 000052), regarding the Surveillance Video. Discovery is ongoing.

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:**

8 **OBJECTION: This Interrogatory is overly broad, unduly burdensome, premature,**
9 **as Defendant has not yet completed its investigation, and assumes facts not in evidence.**

10 Subject to and without waiving the foregoing objections, this answering Defendant
11 responds as follows: Upon Information and belief, Defendant is unaware of anyone who
12 observed the fall. However employee, Ray Favela, and former employees Ashley Stewart
13 and David Flores responded to the Subject Escalator subsequent to the fall. Please refer
14 to Defendant's Initial NRCP 16.1 Disclosures, specifically EXHIBIT E (GNL 000001-
15 000014), regarding the Incident Report, and EXHIBIT J (GNL 000052), regarding the
16 Surveillance Video. Discovery is ongoing.

17 **INTERROGATORY NO. 16:**

18 DESCRIBE the maintenance schedule for the ESCALATOR at the time of the
19 INCIDENT, including without limitation the frequency of regular maintenance inspections and
20 the actions AND/OR procedures performed in EACH such inspection.

21 **RESPONSE TO INTERROGATORY NO. 16:**

22 **OBJECTION: This Interrogatory is vague, overly broad, unduly burdensome,**
23 **compound and assumes facts not in evidence.**

24 Subject to and without waiving the foregoing objections, this answering Defendant
25 responds as follows: ThyssenKrupp inspects the escalators and are responsible for any
26 maintenance thereof. Further, please refer to EXHIBIT I (GNL 000048-000051) to Defendant's
27 Initial NRCP 15.1 Disclosure, regarding Thyssenkrupp's April 2015 and May 2015 service
28 records, and EXHIBIT H (GNL 000030-000047), regarding Dover Elevator Company Master

Maintenance Service Agreement. Discovery is ongoing.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:

OBJECTION: This Interrogatory is vague, overly broad, unduly burdensome, compound and assumes facts not in evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Upon information and belief, Thyssenkrupp sets their own inspection schedule for the escalator and Defendant is not currently in possession of the information. ThyssenKrupp inspects the escalators and are responsible for any maintenance thereof. Further, please refer to EXHIBIT I (GNL 000048-000051) to Defendant's Initial NRCP 15.1 Disclosure, regarding Thyssenkrupp's April 2015 and May 2015 service records, and EXHIBIT H (GNL 000030-000047), regarding Dover Elevator Company Master Maintenance Service Agreement. Discovery is ongoing.

INTERROGATORY NO. 18:

Give the substance of ALL COMMUNICATIONS or statements made by, OR conversations between, ANY PERSON(s) CONCERNING the INCIDENT, IDENTIFYING the PERSON(s) who engaged in the COMMUNICATION(s), the date AND time of the COMMUNICATION OR statement, AND the contents of the COMMUNICATION OR statement.

RESPONSE TO INTERROGATORY NO. 18:

OBJECTION: This Interrogatory is overly broad, unduly burdensome, premature, as Defendant has not yet completed its investigation, compound, assumes facts not in evidence, seeks Defendant's and Defense counsel's mental impressions. **FURTHER OBJECTION:** This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please refer to Defendant's Initial NRCP 16.1 Disclosure, specifically, EXHIBIT E (GNL 000001-000014), regarding the Incident Report and EXHIBIT G (GNL 000029), regarding the State of Nevada Elevator Accident Report. Discovery is ongoing.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 18:

OBJECTION: This Interrogatory is vague and ambiguous.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: For all non-privileged statements Defendant is aware of (as clarified by Plaintiff's February 22, 2017 letter), Please refer to Defendant's Initial NRCP 16.1 Disclosure, specifically, EXHIBIT E (GNL 000001-000014), regarding the Incident Report and EXHIBIT G (GNL 000029), regarding the State of Nevada Elevator Accident Report. Discovery is ongoing.

INTERROGATORY NO. 19:

Did YOU ever take or receive ANY statement, either oral or in writing, from ANY PERSON, including but not limited to YOUR agents AND/OR employees, who had any information or knowledge REGARDING the INCIDENT?

RESPONSE TO INTERROGATORY NO. 19:

OBJECTION: This Interrogatory is overly broad, unduly burdensome and compound. FURTHER OBJECTION: This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please refer to Defendant's Initial NRCP 16.1 Disclosure, specifically, EXHIBIT E (GNL 000001-000014), regarding the Incident Report. Discovery is ongoing.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19:

OBJECTION: This Interrogatory is vague and ambiguous.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: For all non-privileged statements Defendant is aware of (as clarified by Plaintiff's February 22, 2017 letter), Please refer to Defendant's Initial NRCP 16.1 Disclosure, specifically, EXHIBIT E (GNL 000001-000014), regarding the Incident Report. Discovery is ongoing.

...

...

INTERROGATORY NO. 20:

If the answer to Interrogatory No. 19 is in the affirmative, IDENTIFY each such PERSON, give the date AND time of EACH such statement, describe the substance in full of EACH such statement, indicate whether EACH statement was in writing OR was otherwise recorded AND if so, IDENTIFY the PERSON(s) who has/have custody of the writing or recording.

RESPONSE TO INTERROGATORY NO. 20:

OBJECTION: This Interrogatory is overly broad, unduly burdensome and compound. FURTHER OBJECTION: This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please see Defendant's response to Interrogatory No. 19, as set forth above.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 20:

OBJECTION: This Interrogatory is vague and ambiguous.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: For all non-privileged statements Defendant is aware of (as clarified by Plaintiff's February 22, 2017 letter), please see Defendant's response to Interrogatory No. 19, as set forth above.

INTERROGATORY NO. 24:

Has the ESCALATOR OR the PREMISES ever been found by a federal, state or local governmental agency, OR court of competent jurisdiction, to be in violation of ANY state, local, OR federal law; statute, regulation, OR rule?

RESPONSE TO INTERROGATORY NO. 24:

OBJECTION: This Interrogatory is vague, overly broad, unduly burdensome, compound and lacks foundation. FURTHER OBJECTION: This is nothing more than a fishing expedition on behalf of the requesting party.

1 Subject to and without waiving the foregoing objections, this answering Defendant
2 responds as follows: Please refer to EXHIBIT K (GNL 000053-000106) to Defendant's First
3 Supplemental NRC 16.1 Disclosure, regarding state inspection records. Discovery is
4 continuing.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 24:**

6 **OBJECTION:** This Interrogatory is vague, overly broad, unduly burdensome,
7 **compound and lacks foundation. FURTHER OBJECTION:** This is nothing more than a
8 **fishing expedition on behalf of the requesting party.**

9 Subject to and without waiving the foregoing objections, this answering Defendant
10 responds as follows: Please refer to EXHIBIT K (GNL 000053-000106) to Defendant's
11 First Supplemental NRC 16.1 Disclosure. Discovery is continuing.

12 **INTERROGATORY NO. 29:**

13 DESCRIBE YOUR relationship with Defendant's Landry's Inc. AND Golden Nugget,
14 Inc.

15 **RESPONSE TO INTERROGATORY NO. 29:**

16 **OBJECTION:** This Interrogatory is compound, overbroad and irrelevant. **FURTHER**
17 **OBJECTION:** This Interrogatory is also vague, as it fails to define the term "relationship" and,
18 thus, leaves the request subject to multiple interpretations.

19 Subject to and without waiving the foregoing objections, this answering Defendant
20 responds as follows: Golden Nugget, Inc. is a holding company that does not own, or directly
21 or indirectly, manage or operate GNL, CORP.

22 GNL, CORP., is not a direct or indirect subsidiary of Landry's Inc. Additionally,
23 Landry's, Inc. does not, either directly or indirectly through or with one or more of its
24 subsidiaries, own any percent of the outstanding ownership or membership interest in GNL,
25 CORP. Further, Landry's, Inc. does not, either directly or indirectly through or with one or
26 more of its other subsidiaries, possess any percent of the voting power of the owners or
27 members of GNL, CORP.

28 . . .

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 29:

OBJECTION: This Interrogatory is compound, overbroad and irrelevant.

FURTHER OBJECTION: This Interrogatory is also vague, as it fails to define the term “relationship” and, thus, leaves the request subject to multiple interpretations.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Golden Nugget, Inc. is a holding company that does not directly or indirectly, manage or operate GNL, CORP. All day-to-day activities relating to the operation and management are conducted by GNL, CORP. employees.

GNL, CORP., is not a direct or indirect subsidiary of Landry’s Inc. Additionally, Landry’s, Inc. does not, either directly or indirectly through or with one or more of its subsidiaries, own any percent of the outstanding ownership or membership interest in GNL, CORP. Further, Landry’s, Inc. does not, either directly or indirectly through or with one or more of its other subsidiaries, possess any percent of the voting power of the owners or members of GNL, CORP.

DATED this 3rd day of March, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

Attorney for Defendant
GNL, CORP.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 3rd day of March 2017, I served a true and correct copy of the foregoing **DEFENDANT GNL, CORP.'S SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

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

VERIFICATION

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

I, **RICHARD SMITH**, being first duly sworn, under oath, upon penalties of perjury,
deposes and states:

That I am a Risk Manager for GNL, Corp., and an authorized representative of
Defendant in this matter, and I have read the above and foregoing, **DEFENDANT GNL,
CORP.'S SUPPLEMENTAL RESPONSES TO PLAINTIFF'S FIRST SET OF
INTERROGATORIES**, and that the responses were formed based on the knowledge of the
company, its employees/agents and available documents known at the time of the responses.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 3rd day of March, 2017.



GNL, CORP.

BY: RICHARD SMITH, as its authorized agent

SUBSCRIBED and SWORN to before me

This 3 day of March, 2017.



NOTARY PUBLIC
For said County and State

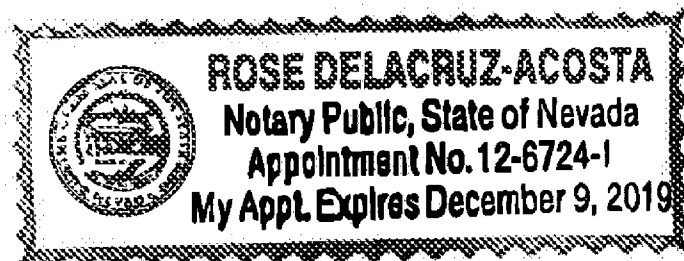


EXHIBIT B

EXHIBIT B

JNB00066

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7455 Arroyo Crossing Parkway, Suite 300
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Facsimile No. (855) 429-3413

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

Attorney for Defendant,
GOLDEN NUGGET, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

**DEFENDANT GOLDEN NUGGET,
INC.'S RESPONSES TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES**

COMES NOW, Defendant GOLDEN NUGGET, INC. (hereinafter "Defendant"), by
and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES,
and pursuant to Rule 33, of the Nevada Rules of Civil Procedure, hereby submits its responses
to Plaintiffs' First Set of Interrogatories as follows:

GENERAL OBJECTIONS

1. This responding party objects to the Definitions and Instructions contained in
Plaintiff's First Set of Interrogatories to the extent they are inconsistent with or purport to
impose requirements for discovery that exceed the requirements of the Nevada Rules of Civil
Procedure and to the extent that such Definitions and Instructions are unduly vague and
indefinite.

...

2. This responding party objects to each Interrogatory to the extent it calls for the production for privileged information, including information protected by the attorney-client privilege, investigative privilege, consulting expert exemption, documents containing work product and documents prepared in anticipation of litigation or trial, as well as information contained within documents covered by the joint defense privilege. This responding party further objects to each interrogatory to the extent it seeks the disclosure of the identities of, or any work generated by non-testifying consulting experts retained by or at the direction of this responding party's attorneys in anticipation of preparation for this and/or other threatened or pending litigation arising out of the subject property, or in connection with the rendering of legal advice to this responding party. The restatement of any specific objection in the context of these responses shall not be construed to imply waiver of any unstated privilege objections addressed by this General Objection, or any other applicable privilege or exemption from discovery and the counterparts under the laws of any other jurisdiction that may be applicable.

3. This responding party objects to each Interrogatory to the extent that it seeks to impose a burden upon this responding party to search for documents or information in the possession, custody or control of entities other than this responding party for the reason that such is overly broad and beyond the scope of discovery allowed by the Nevada Rules of Civil Procedure. This responding party also objects to any effort to require it to search for documents or information in the possession, custody or control of unnamed entities other than this responding party, including but not limited to information in the possession, custody or control of public entities, for the reason that such is unduly burdensome, expensive, harassing and beyond the obligations imposed by the Nevada Rules of Civil Procedure.

4. This responding party objects to each Interrogatory to the extent it is overly broad, burdensome and oppressive, and seeks information neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. This responding party has performed a reasonable inquiry in search of information as required by the Nevada Rules of Civil Procedure and had made every reasonable effort to locate the information described herein, which effort has been made in good faith. This responding party cannot affirm, however, that all such information has been supplied. Although this responding party believes that all such information has been produced that is within this responding party possession and/or control, this responding party will supplement its responses in accordance with the applicable discovery rules in the event that this responding party discovers that it has inadvertently failed to provide information within its responses to these Interrogatories.

5. This responding party objects to each Interrogatory that uses language such as "each and every" or similar broad language. Such Interrogatories are onerous, burdensome, harassing, prejudicial and overly broad. Each Interrogatory asking "any" and "all" or "each and every" is objectionable and such an inquiry is, in essence, a request for evidence, and not discoverable information. Moreover, this responding party has no possible means of making all-encompassing identifications that such a broadly worded request requires.

6. This responding party is conducting a thorough and reasonable search of its records for information that may be responsive to Plaintiff's Interrogatories and is also contacting those persons who have knowledge of the location and/or existence of information that may be responsive. To the extent that Plaintiffs' Interrogatories or any portion thereof seek to require this responding party to take any actions other than those enumerated above, this

1 responding party objects to said request on the grounds that it is unduly burdensome and
2 oppressive and imposes obligations upon this responding party beyond those imposed by the
Nevada Rules of Civil Procedure.

3 7. Answers made herein are made solely for the purposes of this responding party's
4 responses to Plaintiff's First Set of Interrogatories. Each answer is subject to all objections as to
5 competence, relevance, materiality, propriety, admissibility, and all other objections and ground
6 to which the same statement would be subject if delivered through live testimony in court. All
7 such objections and grounds are expressly reserved by this responding party and may be
interposed at the time of trial or in conjunction with other uses of these responses or the material
produced, except as explicitly stated.

8 For any inspection and production that occurs in this case, this responding party
9 specifically reserves the right to certain maintained privilege objections as to any privileged
10 information that may be inadvertently produced in response to Plaintiff's Interrogatories.
11 Further, this responding party expects that Plaintiff and Plaintiff's counsel will return any
inadvertently produced document containing attorney-client communications, attorney work
product, or otherwise privileged information immediately.

12 **INTERROGATORY NO. 1:**

13 If YOUR answer to Request for Admission No. 1 of the Plaintiffs' First Set of Requests
14 for Admissions to Defendant Golden Nugget, Inc. was anything other than an unqualified
15 admission, DESCRIBE the process by which YOU divested YOURSELF of ownership of
16 Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada, including without
17 limitation the dates the divestiture took place and the PERSON to whom you divested such
18 ownership.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
21 incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks confidential and
22 proprietary information and not reasonably calculated to lead to the discovery of admissible
23 evidence. OBJECTION: This Interrogatory seeks to discovery information protected by the
24 attorney/client privilege and/or the work product doctrine.

25 Subject to and without waiving the foregoing objections, this answering Defendant
26 responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock
27 of, among other companies, GNL, CORP. Golden Nugget, Inc. does not directly own, control,
28 or operate the Golden Nugget Hotel and Casino in Laughlin Nevada. As detailed in GNL,

CORP.'s answer and discovery responses, GNL, CORP. is the only entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada.

INTERROGATORY NO. 2:

IDENTIFY all properties and/or entities for which you claim to be "a holding company" as stated in Defendants' Motion to Dismiss at 3:19-21, including without limitation the name(s) of each property and/or entity you claim to hold, the means by which you claim to hold said properties and/or entities, and the beneficial owner for whom you claim to hold said properties and/or entities.

RESPONSE TO INTERROGATORY NO. 2:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident and is not limited in time, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Interrogatory seeks confidential and/or proprietary information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock of GNLV, CORP; GNL, CORP.; LGE, Inc.; GNLC Holdings, Inc.; and 20% of Texas Gaming, LLC.

INTERROGATORY NO. 3:

IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning ten per cent (10%) or more of YOUR stock.

RESPONSE TO INTERROGATORY NO. 3:

Golden Nugget, Inc.'s parent company is Landry's Gaming, Inc. and no publicly held corporation owns 10% or more of Golden Nugget, Inc.'s stock.

INTERROGATORY NO. 4:

DESCRIBE YOUR "corporate relationship" to GNL, Corp., referred to in Defendants' Motion to Dismiss at 6:26-28.

...

RESPONSE TO INTERROGATORY NO. 4:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited in temporal scope or alleged incident, unduly burdensome, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

FURTHER OBJECTION: This Interrogatory seeks confidential and/or proprietary information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock of, among other companies, GNL, CORP. Golden Nugget, Inc. does not directly or indirectly, manage or operate GNL, Corp. All day-to-day activities relating to the operation and management are conducted by GNL, Corp. employees.

DATED this 22nd day of May, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

Attorney for Defendant,
GOLDEN NUGGET, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANT GOLDEN NUGGET, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

VERIFICATION

STATE OF Texas)
) ss
COUNTY OF Harris)

I, Steve Scheinthal, being first duly sworn, under oath, upon penalties of perjury, deposes and states:

That I am Vice President for GOLDEN NUGGET, INC. and am an authorized representative of Defendant in this matter, and I have read the above and foregoing, **DEFENDANT GOLDEN NUGGET, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**, and that the responses were formed based on the knowledge of the company, its employees/agents and available documents known at the time of the responses.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18th day of May, 2017.

[Signature]
GOLDEN NUGGET, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 18th day of May, 2017.

[Signature]

NOTARY PUBLIC
For said County and State



JNB00073

EXHIBIT C

EXHIBIT C

JNB00074

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Facsimile No. (855) 429-3413

RSPN
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Phone: (702) 940-3529
Fax: (855) 429-3413
Annalisa.Grant@aig.com

Attorney for Defendant,
LANDRY'S, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

DEFENDANT LANDRY'S, INC.'S
RESPONSES TO PLAINTIFFS' FIRST
SET OF INTERROGATORIES

COMES NOW, Defendant LANDRY'S, INC. (hereinafter "Defendant"), by and through
its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, and
pursuant to Rule 33, of the Nevada Rules of Civil Procedure, hereby submits its responses to
Plaintiffs' First Set of Interrogatories as follows:

GENERAL OBJECTIONS

1. This responding party objects to the Definitions and Instructions contained in
Plaintiff's First Set of Interrogatories to the extent they are inconsistent with or purport to
impose requirements for discovery that exceed the requirements of the Nevada Rules of Civil
Procedure and to the extent that such Definitions and Instructions are unduly vague and
indefinite.

///

2. This responding party objects to each Interrogatory to the extent it calls for the production for privileged information, including information protected by the attorney-client privilege, investigative privilege, consulting expert exemption, documents containing work product and documents prepared in anticipation of litigation or trial, as well as information contained within documents covered by the joint defense privilege. This responding party further objects to each interrogatory to the extent it seeks the disclosure of the identities of, or any work generated by non-testifying consulting experts retained by or at the direction of this responding party's attorneys in anticipation of preparation for this and/or other threatened or pending litigation arising out of the subject property, or in connection with the rendering of legal advice to this responding party. The restatement of any specific objection in the context of these responses shall not be construed to imply waiver of any unstated privilege objections addressed by this General Objection, or any other applicable privilege or exemption from discovery and the counterparts under the laws of any other jurisdiction that may be applicable.

3. This responding party objects to each Interrogatory to the extent that it seeks to impose a burden upon this responding party to search for documents or information in the possession, custody or control of entities other than this responding party for the reason that such is overly broad and beyond the scope of discovery allowed by the Nevada Rules of Civil Procedure. This responding party also objects to any effort to require it to search for documents or information in the possession, custody or control of unnamed entities other than this responding party, including but not limited to information in the possession, custody or control of public entities, for the reason that such is unduly burdensome, expensive, harassing and beyond the obligations imposed by the Nevada Rules of Civil Procedure.

4. This responding party objects to each Interrogatory to the extent it is overly broad, burdensome and oppressive, and seeks information neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. This responding party has performed a reasonable inquiry in search of information as required by the Nevada Rules of Civil Procedure and had made every reasonable effort to locate the information described herein, which effort has been made in good faith. This responding party cannot affirm, however, that all such information has been supplied. Although this responding party believes that all such information has been produced that is within this responding party possession and/or control, this responding party will supplement its responses in accordance with the applicable discovery rules in the event that this responding party discovers that it has inadvertently failed to provide information within its responses to these Interrogatories.

5. This responding party objects to each Interrogatory that uses language such as "each and every" or similar broad language. Such Interrogatories are onerous, burdensome, harassing, prejudicial and overly broad. Each Interrogatory asking "any" and "all" or "each and every" is objectionable and such an inquiry is, in essence, a request for evidence, and not discoverable information. Moreover, this responding party has no possible means of making all-encompassing identifications that such a broadly worded request requires.

6. This responding party is conducting a thorough and reasonable search of its records for information that may be responsive to Plaintiff's Interrogatories and is also contacting those persons who have knowledge of the location and/or existence of information that may be responsive. To the extent that Plaintiffs' Interrogatories or any portion thereof seek to require this responding party to take any actions other than those enumerated above, this

1 responding party objects to said request on the grounds that it is unduly burdensome and
2 oppressive and imposes obligations upon this responding party beyond those imposed by the
Nevada Rules of Civil Procedure.

3 7. Answers made herein are made solely for the purposes of this responding party's
4 responses to Plaintiff's First Set of Interrogatories. Each answer is subject to all objections as to
5 competence, relevance, materiality, propriety, admissibility, and all other objections and ground
6 to which the same statement would be subject if delivered through live testimony in court. All
7 such objections and grounds are expressly reserved by this responding party and may be
interposed at the time of trial or in conjunction with other uses of these responses or the material
produced, except as explicitly stated.

8 For any inspection and production that occurs in this case, this responding party
9 specifically reserves the right to certain maintained privilege objections as to any privileged
10 information that may be inadvertently produced in response to Plaintiff's Interrogatories.
11 Further, this responding party expects that Plaintiff and Plaintiff's counsel will return any
inadvertently produced document containing attorney-client communications, attorney work
product, or otherwise privileged information immediately.

12 **INTERROGATORY NO. 1:**

13 If YOUR answer to Request for Admission No. 1 of the Plaintiffs' First Set of Requests
14 for Admissions to Defendant Landry's Inc. was anything other than an unqualified admission,
15 DESCRIBE the process by which YOU divested YOURSELF of ownership of Golden Nugget,
16 Inc., including without limitation the dates the divestiture took place and the PERSON to whom
17 you divested such ownership.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
20 incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks confidential and
21 proprietary information and not reasonably calculated to lead to the discovery of admissible
22 evidence. OBJECTION: This Interrogatory seeks to discovery information protected by the
23 attorney/client privilege and/or the work product doctrine.

24 Subject to and without waiving the foregoing objections, this answering Defendant
25 responds as follows: On September 30, 2013, Landry's, Inc. declared a stock dividend
26 divesting of all of its shares in Landry's Gaming, Inc., including all of Landry's Gaming, Inc.'s
27 subsidiaries, which resulted in Fertitta Entertainment, Inc., owning all outstanding shares of
28

Landry's Gaming, Inc., and all of its subsidiaries. Since September 30, 2013, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, owns any percent of the outstanding ownership or membership interest in Landry's Gaming, Inc., Golden Nugget, Inc. or any of Golden Nugget, Inc.'s subsidiaries.

INTERROGATORY NO. 2:

DESCRIBE each of YOUR "sporadic contacts" with the State of Nevada referenced in Defendants' Reply in Support of Motion to Dismiss at 4:16-18, from May 12, 2010, to present.

RESPONSE TO INTERROGATORY NO. 2:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident and is not limited in time, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Landry's, Inc. itself has no direct contacts with Nevada other than to update its regulatory filings and/or activities by wholly owned subsidiaries.

INTERROGATORY NO. 3:

DESCRIBE the process by which you obtained permission to add restaurants to, and upgrade the river-view rooms, in, the Golden Nugget Laughlin, as described in YOUR company website on January 14, 2012.

RESPONSE TO INTERROGATORY NO. 3:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: As detailed in GNL, CORP.'s answer and discovery responses, GNL, CORP. is the entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada. Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, owns any percent of the outstanding ownership or membership interest in GNL, CORP. Furthermore, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, operates or

controls GNL, CORP. Landry's, Inc.'s wholly owned subsidiaries operate restaurants inside the casino.

INTERROGATORY NO. 4:

DESCRIBE the process by you obtained permission to implement "enhanced security measures, including end-to-end encryption" at the Golden Nugget Laughlin as described in YOUR company website on January 29, 2016, including without limitation the banquet service, deli, Gold Diggers nightclub, and Starbucks.

RESPONSE TO INTERROGATORY NO. 4:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: As detailed in GNL, CORP.'s answer and discovery responses, GNL, CORP. is the entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada. Landry's, Inc., neither directly nor indirectly, through one or more of its subsidiaries, owns any percent of the outstanding ownership or membership interest in GNL, CORP. Furthermore, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, operates or controls GNL, CORP. Landry's, Inc.'s wholly owned subsidiaries operate restaurants inside the casino.

INTERROGATORY NO. 5:

DESCRIBE any change to the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada, which YOU authorized from September 27, 2005, to present.

RESPONSE TO INTERROGATORY NO. 5:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: From September 27, 2005 through September 30, 2013, GNL, CORP. was

1 a wholly owned subsidiary of Golden Nugget, Inc.; Golden Nugget, Inc. was a wholly owned
2 subsidiary of Landry's Gaming, Inc.; and Landry's Gaming, Inc. was a wholly owned
3 subsidiary of Landry's, Inc. As such, Landry's, Inc. did not authorize changes to the Golden
4 Nugget Laughlin hotel, casino and entertainment resort, but merely owned the outstanding stock
5 of parent company Landry's Gaming, Inc.

6 Furthermore, since September 30, 2013, Landry's, Inc. has neither directly nor
7 indirectly, through one or more of its subsidiaries, owned any percent of the outstanding
8 ownership or membership interest in GNL, CORP. As detailed in GNL, CORP.'s answer and
9 discovery responses, GNL, CORP. is the entity that owns, operates and controls the Golden
10 Nugget in Laughlin, Nevada.

11 **INTERROGATORY NO. 6:**

12 IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning
13 ten per cent(10%) of more of YOUR stock.

14 **RESPONSE TO INTERROGATORY NO. 6:**

15 Landry's, Inc.'s parent company is Fertitta Group, Inc. No publicly held company owns
16 10% or more of Landry's, Inc. stock.

17 DATED this 22nd day of May, 2017.

18 GRANT & ASSOCIATES

19 /s/ Annalisa N. Grant, Esq.

20 _____
21 ANNALISA N. GRANT, ESQ.

22 Nevada Bar No. 11807

23 7455 Arroyo Crossing Parkway, Suite 300

24 Las Vegas, Nevada 89113

25 Attorney for Defendant,

26 LANDRY'S, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANT LANDRY'S, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

VERIFICATION

STATE OF Texas)
) ss
COUNTY OF Harris)

I, Steve Scheinthal, being first duly sworn, under oath, upon penalties of perjury, deposes and states:

That I am Executive Vice President and General Counsel for LANDRY'S, INC., and am an authorized representative of Defendant in this matter, and I have read the above and foregoing, **DEFENDANT LANDRY'S, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**, and that the responses were formed based on the knowledge of the company, its employees/agents and available documents known at the time of the responses.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18th day of May, 2017.

[Signature]
LANDRY'S, INC. Authorized Agent

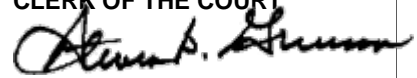
SUBSCRIBED and SWORN to before me

This 18th day of May, 2017.

[Signature]
NOTARY PUBLIC
For said County and State



JNB00082



OPP

IQBAL LAW PLLC
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
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Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' OPPOSITION TO
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

AND, IN THE ALTERNATIVE,

**REQUEST FOR DISCOVERY UNDER
NEV. R. CIV. P. 56(f)**

Date: June 27, 2017

Time: 9:30 a.m.

Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs"), by and through their attorney of record, Mohamed A. Iqbal, Jr. of the law office of Iqbal Law, PLLC, hereby oppose Defendants' Motion for Summary Judgment (the "Motion") and respectfully request that the Court (1) deny said Motion, and in the alternative (2) permit further discovery pursuant to Nev. R. Civ. P. 56(f).

**PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER
NEV. R. CIV. P. 56(f)**

This Opposition is based on the applicable pleadings and records of this case; the attached Memorandum of Points and Authorities; and on such argument of counsel as the Court may entertain at its hearing on the Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

This is a case in which an elderly veteran of the U.S. Armed Forces seeks compensation for the severe and debilitating injuries he suffered on the premises of the multi-million-dollar Golden Nugget resort hotel and casino in Laughlin, Nevada (the “Laughlin Nugget”). Defendants Landry’s Inc. (“Landry’s”) and Golden Nugget, Inc. (“GNI”) are corporate entities which have at various times and in various fora publicly asserted that they own, operate, and/or control the Laughlin Nugget.

In this litigation, both Landry’s and GNI have repudiated their prior statements, arguing that their co-defendant, GNL, Corp. (“GNL”) is the only true owner/operator of the Golden Nugget, and that – their prior claims notwithstanding – they should be excused from participating. To that end, Landry’s and GNI (collectively, “Defendants”) have refused to file their required corporate disclosures under Nev. R. Civ. P. 7.1; failed to make mandatory disclosures under Rule 16.1; provided incomplete and evasive discovery responses; and have yet to turn over a single responsive document in response to Plaintiffs’ discovery.

On the strength of their disavowal of their own statements and their refusal to produce evidence in discovery, Defendants have now moved for summary judgment. Plaintiffs respectfully request that the Motion be denied, and that Defendants be ordered to cooperate fully in discovery.

II. PROCEDURAL HISTORY.

Plaintiffs filed suit against Defendants on July 12, 2016. Shortly after Defendants were served, their counsel contacted Plaintiffs’ counsel to suggest that a third entity, GNL, was the

PLAINTIFFS’ OPPOSITION TO DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

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more appropriate defendant. Plaintiffs amended their complaint to add GNL, and sought evidence regarding Defendants' claim that they should not be sued. However, Defendants provided Plaintiffs with no such evidence. GNL, utilizing the same lawyers as Defendants, provided incomplete and evasive discovery responses, and so Plaintiffs sought to move forward with the litigation. *See* Declaration of Mohamed A. Iqbal Jr. in Support of Plaintiffs' Opposition to Defendants' Motion for Summary Judgment and, in the Alternative, Request for Discovery Under Nev. R. Civ. P. 56(f) ("Iqbal Decl.") ¶ 2.

Defendants moved to dismiss Plaintiffs' claims on February 22, 2017. Despite the clear mandate of Nev. R. Civ. P. 7.1(b), which requires filing of a corporate disclosure statement with the first pleading or motion, Defendants made no disclosure. The Court denied Defendants motion to dismiss at a hearing on March 28, 2017, entering an order on April 25, 2017. Defendants have yet to make any of the mandatory disclosures required by Nev. R. Civ. P. 16.1. Iqbal Decl. ¶ 3.

Plaintiffs served limited discovery on Defendants on April 19, 2017, seeking information relating to Defendants' prior claims – in their press releases, public website, and filings with the U.S. Securities and Exchange Commission – stating they exercised control over the Laughlin Nugget. In response, and as detailed further below, Defendants provided incomplete and evasive answers, and remarkably *produced not one single document* in response to Plaintiffs' discovery requests. Less than forty-eight (48) hours after providing their inadequate responses, Defendants filed the Motion. Plaintiffs have been unable to meet and confer with Defendants' counsel regarding their discovery responses because both attorneys working on the case went on vacation outside the U.S. after filing their Motion and designated no one to handle such discussions in their absence. They are not slated to return until after the due date for this Opposition. *Id.*

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PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

III. LAW AND ARGUMENT.

A. STANDARD OF REVIEW.

Rule 56 allows a party to move for summary judgment only when there is “no genuine issue as to any material fact and ... the moving party is entitled to a judgment as a matter of law.” Nev. R. Civ. P. 56(c). A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party. *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005).

On a motion for summary judgment, the burden of establishing the absence of any genuine issue of fact is on the moving party. *Butler v. Bogdanovich*, 705 P.2d 662, 663 (Nev. 1985); *Harry v. Smith*, 893 P.2d 372 (Nev. 1995). All doubts must be resolved against the movant, and his supporting documents, if any, must be “carefully scrutinized” by the Court. *Daugherty v. Wabash Life Ins. Co.*, 482 P.2d 814, 818 (Nev. 1971) (internal citations omitted). The trial court must accept as true all evidence favorable to the nonmoving party, and must grant all inferences in his favor. *Hidden Wells Ranch, Inc. v. Strip Realty, Inc.*, 425 P.2d 599 (Nev. 1967); *Mullis v. Nevada Nat’l Bank*, 654 P.2d 533 (Nev. 1982); *Jones v. First Mortgage Co. of Nevada*, 112 Nev. 531, 915 P.2d 883 (1996).

Summary judgment should not be granted unless the parties have had opportunity for full discovery. *Ottenheimer v. Real Estate Div. of the Nevada Dept. of Commerce*, 535 P.2d 1284 (Nev. 1975). It is an abuse of discretion to fail to allow the non-moving party time to marshal facts to oppose a motion for summary judgment. *Aviation Ventures, Inc. v. Joan Morris, Inc.*, 110 P.3d 59, 62-63, (Nev. 2005).

Landry’s contends it is entitled to summary judgment because it claims this Court lacks personal jurisdiction over it. Motion at 6. Personal jurisdiction is proper where the cause of action arises from the defendant’s contacts with Nevada. *Baker v. Eighth Judicial Dist. Court*, 999 P.2d 1020, 1023 (Nev. 2000). Similarly, GNI claims that there is no claim against it,

PLAINTIFFS’ OPPOSITION TO DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

1 because it purportedly does not own or operate the Laughlin Nugget. The question then is
2 whether Landry's and/or GNI exercise ownership and control of the Laughlin Nugget, where
3 Plaintiffs' injuries occurred. The evidence shows that they do.

4 **B. THERE ARE GENUINE ISSUES OF MATERIAL FACT REGARDING**
5 **WHO OWNS AND CONTROLS THE LAUGHLIN NUGGET.**

6 **1. Landry's Exercises Ownership and Control of the Laughlin Nugget.**
7 **a. Landry's Public Statements Show Its Ownership and Control,**
8 **and so Its Motion Should Be Denied.**

9 Landry's publicly announced that it acquired the Laughlin Nugget on Sept 27, 2005.
10 Iqbal Decl., Exhibit A. In its press release regarding the purchase, Landry's acknowledged it
11 would be in charge of the property: "*Landry's operating skill and leadership* will help boost"
12 the property to "*a new level of performance* and satisfaction." *Id.* (emphasis added). The press
13 release made no reference to any intermediate entity; based on its statement, Landry's itself took
14 over operations.

15 Landry's subsequent public statements show it continued to call the shots. In 2012, the
16 company announced: "At Golden Nugget Laughlin ... *Landry's added* three restaurants ... *and*
17 *upgraded* the breathtaking river-view rooms." Iqbal Decl., Exhibit C (emphasis added).
18 Similarly, in 2016, Landry's website stated that in response to a recent data security breach, it
19 implemented "[e]nhanced security measures, including end-to-end encryption" at its properties,
20 including the Laughlin Nugget. Iqbal Decl., Exhibit D. The installation of new encryption
21 devices included restaurants, a coffee shop, and "all" of the retail areas at the Laughlin Nugget,
22 indicating that the "end-to-end encryption" was deployed throughout the property. *Id.*

23 Landry's further announced that in response to the data breach, it "*hired a leading cyber*
24 *security firm* to examine our payment card systems [and], *implemented advanced payment*
25 *processing solutions.*" *Id.* (emphasis added). The company went on to say it was "*working*
26 *closely with the payment card networks* to identify potentially affected cards." *Id.* (emphasis

27 **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY**
28 **JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER**
29 **NEV. R. CIV. P. 56(f)**

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added). Landry's current claims to be merely a passively-related corporate entity removed from the operations of the Laughlin Nugget thus are betrayed by its own public admissions. Under the doctrine advanced by the Nevada Supreme Court in *Viega GmbH v. Eighth Judicial Dist. Court*, 328 P.3d 1152 (Nev. 2014), this is enough to establish at least the *prima facie* showing of personal jurisdiction required to avoid summary judgment. The evidence from Landry's own corporate mouth shows it "has moved beyond the establishment of general policy and direction for the subsidiary and in effect taken over performance of ... day-to-day operations in carrying out that policy." *Id.* at 1159. The Motion should therefore be denied based on Landry's statements alone.

b. Landry's Evasion and Stonewalling Further Support Denial of the Motion.

After the Court's denial of Defendants' ill-fated Motion to Dismiss, Plaintiffs sought to learn more about Landry's control of the Laughlin Nugget in discovery. Not surprisingly, Landry's – which has not yet even made the mandatory disclosures required by Nev. R. Civ. P. 7.1 and 16.1, *see* Iqbal Decl. ¶ 3 – rebutted Plaintiffs' efforts. But the nature of Landry's stonewalling is revealing ... albeit unintentionally so.

For example: Plaintiffs' Interrogatory No. 3 asked Landry's to describe the process by which it obtained permission to add restaurants to, and upgrade the river-view rooms in, the Laughlin Nugget, as described in the Landry's company website in 2012. Iqbal Decl. Exhibit E.* Landry's did not answer the question, providing only a rote assertion that it *presently* does not own or operate its *co-defendant GNL*. This, of course, is not what was asked. It can be inferred, based on Landry's public statements and its inability or unwillingness to answer Plaintiffs' question, that when Landry's added the restaurants and upgraded the rooms it did not

* Plaintiffs have provided both the original text of their discovery requests and Defendants' responses. This somewhat unorthodox procedure is unfortunately necessary because, as explained further below, Defendants' responses do not always faithfully set forth the verbatim text of the requests; instead, they omit important passages.

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

1 obtain permission from anyone because it still owned and controlled the premises it purchased in

2 2005.

3 Similarly, in Interrogatory No. 4, Plaintiffs asked Landry's how it obtained permission to

4 install the "enhanced security measures, including end-to-end encryption" at the Laughlin

5 Nugget, as described in its public statement in 2016. Landry's answer was identical to its answer

6 to Interrogatory No. 3 – i.e., it provided only a boilerplate denial of ownership and operation of

7 GNL, which was not the question asked. Again, it can be inferred from Landry's clumsy efforts

8 to avoid the question asked that the operation at the Laughlin Nugget did not change: Landry's

9 did not obtain permission to install the new measures because Landry's still owned and

10 controlled the premises.

11 Regarding Landry's relationship with the other moving Defendant: GNL's last 10-Q

12 filings with the U.S. Securities and Exchange Commission stated it was "a wholly owned

13 subsidiary of Landry's Restaurants, Inc.," the name under which Defendant Landry's previously

14 operated. Iqbal Decl. ¶ 4 and Exhibit B at p. 7. Landry's contends it divested itself of ownership

15 of GNL in 2013. *Id.*, Exhibit E (response to Interrogatory No. 1). In their First Set of Requests

16 for Production of Documents to Landry's, Plaintiffs sought, *inter alia*, to obtain documents

17 concerning the supposed divestiture. Plaintiffs' Request for Production No. 1 asked for all

18 documents pertaining to the alleged divestiture of ownership of GNL.

19 If Landry's and GNL were indeed separate entities and observed all corporate formalities,

20 the divestiture should have generated internal correspondence; correspondence to vendors,

21 business associates, and creditors; authorizing resolutions and entries in meeting minutes;

22 directions to staff; and other documents evidencing and implementing the change. Yet in

23 response to the Request, Landry's produced nothing – not even a privilege log – and no

24 explanation as to why. Iqbal Decl. ¶ 5 and Exhibit F. It can therefore be inferred that there was

25 no divestiture.

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**PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY
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Landry's serial failures to provide discovery are both a basis for granting Plaintiffs' Rule 56(f) request and for denying the Motion outright. The logical conclusion from Landry's failure to answer the questions asked and to produce documents is that the answers will show Landry's controls the Laughlin Nugget, and there are no documents relating to the supposed divestiture because either it never occurred or because the entities were never separate to begin with. Just as Landry's public pronouncements show it is in control, so too does its gamesmanship in discovery. The Motion should therefore be denied.

2. GNI Shares Ownership and Control of the Laughlin Nugget.

a. GNI's Statements Likewise Assert Ownership and Control.

Plaintiffs have alleged that Landry's and GNI "together" own and operate the Laughlin Nugget along with Defendant GNL, Corp. First Amended Complaint, ¶ 4. This claim is supported by GNI's public statements: for example, in its last public 10-Q filing with the Securities and Exchange Commission, GNI not only asserted it was a wholly-owned subsidiary of Landry's: it also asserted that, through its subsidiaries, it "owns and operates the Golden Nugget hotel, casino, and entertainment resorts in downtown Las Vegas and Laughlin, Nevada." Iqbal Decl., Exhibit B at p. 7.

Rather than merely the typical parent-subsidiary relationship claimed in Defendants' moving papers, GNI repeatedly emphasized its ownership and control: saying, for example, that it "owns and operates the Golden Nugget hotel, casino, and entertainment resorts which consist of two properties, one in Las Vegas and the other in Laughlin, Nevada." *Id.* at p. 10. Similarly, GNI flatly stated "We own and operate the Golden Nugget—Las Vegas and the Golden Nugget—Laughlin hotel casinos." *Id.* at p. 27. Absent some evidence of divestiture of its ownership and control, the Plaintiffs and the Court must infer that GNI still jointly controls the Laughlin Nugget. The Motion should therefore be denied on the strength of GNI's statements alone.

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER

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b. GNI's Evasion and Stonewalling Further Supports Denial.

GNI has not produced evidence that it relinquished its share of control of operations at the Laughlin Nugget; on the contrary, its evasiveness, like that of Landry's, indicates no such divestiture ever occurred. In their Interrogatory No. 1 to GNI, Plaintiffs asked GNI to describe how it divested itself of "ownership and/or operation" of the Laughlin Nugget. Iqbal Decl., Exhibit G. Rather than answer the question posed, GNI edited it, deleting the words "and/or operation" *in two separate places* – and then failed to describe any divestiture process. From GNI's response, it can be inferred either that GNI was lying to the Securities and Exchange Commission when it said it owned and operated the Laughlin Nugget, or it is lying to Plaintiffs when it tries to suggest that it does not. Given GNI's ham-fisted editing of Interrogatory No. 1, the logical inference (which must be drawn in Plaintiffs' favor as noted above) is that GNI is being less than candid toward the Plaintiffs – and, by extension, this Court.

Because GNI now claims not to own the Laughlin Nugget, Plaintiffs sought, in their Request for Production No. 1 to GNI, all documents concerning GNI's divestiture of the ownership it reported to the Securities and Exchange Commission. In response, GNI gave a one-word answer: "None." Iqbal Decl., Exhibit H. It is impossible to tell with certainty whether this means there are no such documents or whether they are being withheld; but as no privilege log was produced, Iqbal Decl. ¶ 5, the logical inference is that GNI contends there are no documents showing it divested itself of its previously-acknowledged ownership and operation because it still uses GNL to exercise control over the Laughlin Nugget.

To gain better insight into the relationship between GNI and GNL, Plaintiffs' Request for Production No. 2 asked for documents relating to that relationship. Iqbal Decl., Exhibit H. As before, GNI produced no privilege log, Iqbal Decl. ¶ 5; and this time issued the following terse reply: "No documents will be produced." Iqbal Decl., Exhibit H. It thus can be inferred that *GNI has documents* regarding its relationship with GNL, *but GNI does not want to produce*

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

1 *them because they will not be helpful to GNI's position* in this litigation. The Court should not
2 merely grant Plaintiffs' Rule 56(f) request; it should, based on GNI's refusal to cooperate in
3 discovery, conclude that summary judgment would be inappropriate and deny GNI's Motion.

4 **C. THE COURT SHOULD GRANT DISCOVERY UNDER RULE 56(f).**

5 To date, Landry's and GNI have refused to meet their discovery obligations. They did
6 not file the mandatory disclosure statement required by Rule 7.1, due with their first appearance
7 or motion before the court. Nev. R. Civ. P. 7.1(b). Iqbal Decl. ¶ 2. The have never made any
8 disclosures under Rule 16.1. *Id.* They were cavalier to the point of arrogance in their refusal to
9 give straight answers to Plaintiffs' Interrogatories, and they produced not a single document of
10 any sort in response to Plaintiffs' Requests for Production. It is clear Defendants have no
11 intention of telling Plaintiffs much of anything unless forced to do so – and they should not be
12 rewarded for their obstructionism with summary judgment.

13 As noted above, Defendants' Motion is fatally flawed: their own public statements
14 establish ample basis for disputing each of Defendants' so-called undisputed facts. Even were
15 the evidence not in Plaintiffs' favor, summary judgment would still be inappropriate. Plaintiffs
16 have not received any mandatory disclosures from Defendants; have not received responsive
17 answers to their discovery requests; and have not yet been able to take depositions of any
18 witnesses. Instead, the Court should order discovery pursuant to Nev. R. Civ. P. 56(f).

19 Under Rule 56(f), when it appears from the affidavits of a party opposing a motion for
20 summary judgment that the party cannot for reasons stated present by affidavit facts essential to
21 justify the party's opposition, the court may refuse the application for judgment or may order a
22 continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had
23 or may make such other order as is just. The Rule "provides a device for litigants to avoid
24 summary judgment when they have not yet had sufficient time to develop affirmative evidence."
25 *Burlington Northern Santa Fe Ry. Co. v. The Assiniboine and Sioux Tribes*, 323 F.3d 767, 773

26 **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY**
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(9th Cir. 2003), *quoting United States v. Kitsap Physicians Serv.*, 314 F.3d 995, 1000 (9th Cir. 2002); *see also Aviation Ventures, Inc. v. Joan Morris, Inc.*, 110 P.3d 59, 62-63 (Nev. 2005) (trial court abused its discretion by not permitting the non-movant to engage in discovery pursuant to Rule 56(f) so it could marshal facts to oppose a motion for summary judgment).

Continuance of a motion for summary judgment for purposes of discovery should be granted “almost as a matter of course unless the non-moving party has not diligently pursued discovery of the evidence.” *Burlington Northern*, 323 F.3d at 774 (internal quotes and citations omitted). Where the party requesting relief under Rule 56(f) has been diligent in pursuing discovery, it is an abuse of discretion to refuse it. *Halimi v. Blacketer*, 770 P.2d 531 (Nev. 1989); *Harrison v. Falcon Products, Inc.*, 746 P.2d 642 (1987). Here, Plaintiffs served their discovery requests *mere days* after Defendants filed their joint answer. It is hardly Plaintiffs’ fault that Defendants have refused to provide proper responses.

Landry’s (but not GNI) argues that discovery is inappropriate, relying on the *Viega* case in which the court concluded there was no reason to believe the corporate entities had anything but an arm’s-length corporate relationship insufficient to justify an exercise of general jurisdiction. 328 P.3d at 1161. Here, however, Landry’s own public statements indicate it is deeply involved in day-to-day operations at the Laughlin Nugget – supporting an exercise of specific jurisdiction. Landry’s is subject to the jurisdiction of this Court not merely because of its contacts with Nevada, which are – based on Landry’s own public statements concerning the data breach – evidently much more extensive than Landry’s is so far willing to acknowledge; but also because it has purposefully and affirmatively directed activities in Nevada by exercising control over the operations of the Laughlin Nugget, and Plaintiffs’ injuries are alleged to have arisen from the operations of the Nugget. This is sufficient for the exercise of specific jurisdiction. *Trump v. Eighth Judicial Dist. Court*, 857 P.2d 740, 748 (Nev. 1993). Landry’s reliance on *Viega* to try to avoid discovery is therefore misplaced.

PLAINTIFFS’ OPPOSITION TO DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

IV. STATEMENT OF DISPUTED FACTS

Although Defendants did not provide a numbered Statement of Undisputed Facts, they did allege that certain facts are not in dispute. Motion at 4-5. For the record, Plaintiffs dispute each and every one of the purported “facts” asserted by Defendants: based on Defendants own statements, and on their pattern of evasion in response to perfectly ordinary and limited discovery, it is clear that – *contra* Defendants’ current claims in the Motion – they each “directly or indirectly ... manage or operate” GNL and the Laughlin Nugget. The mechanisms by which Defendants exercise their control await further discovery; but there is ample evidence that such control exists.

Moreover, Plaintiffs submit that if it examines the evidence cited by Defendants – which consists almost entirely of the self-serving and evasive discovery responses of Defendants and their corporate doppelgänger, GNL – the Court will find that the evidence does not really say what Defendants claim. For example: Defendants allege that GNL’s Supplemental Response to Plaintiffs’ Interrogatory No. 29 says “GNI does not directly, or indirectly, manage or operate the Laughlin Nugget.” Motion at 4:20-21. Defendants further allege that GNL’s Supplemental Response to Interrogatory No. 2 likewise states “Landry’s does not directly, or indirectly, manage or operate GNL.” Motion at 4:28-5:1. But *GNL’s responses to these Interrogatories do not say anything about management or operation of the Laughlin Nugget*. Defendants are not playing straight with the Court when they suggest otherwise.

As set out in detail above, the actual evidence – including Defendants’ own public pronouncements and securities filings – shows that Defendants jointly exercise control over the management and operations of the Laughlin Nugget. Their inability or unwillingness to produce documents showing any sort of divestiture of their control is additional evidence that they did not in fact divest. Accordingly, none of Defendants’ purported facts should be accepted by this Court on this Motion.

PLAINTIFFS’ OPPOSITION TO DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER

NEV. R. CIV. P. 56(f)

1 **V. CONCLUSION**

2 For all the foregoing reasons, the Motion should be denied, and the Court should Order
3 Defendants GNI and Landry's to fully respond to Plaintiffs' discovery.

4 Dated this 7th day of June, 2017.

Respectfully Submitted,

5 IQBAL LAW PLLC

6
7 By: 

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

I LAW LV

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**PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER
NEV. R. CIV. P. 56(f)**

DECLARATION OF MOHAMED A. IQBAL, JR.

I, MOHAMED A. IQBAL, JR., hereby declare as follows:

1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe N. Brown and Nettie J. Brown (“Plaintiffs”) in the above-captioned proceeding, and make this declaration subject to penalty of perjury under the laws of the United States and the State of Nevada, in support of the Plaintiffs’ Opposition to Defendants’ Motion for Summary Judgment and, in the Alternative, Request for Discovery Under Nev. R. Civ. P. 56(f), filed herewith.

2. Shortly after Plaintiffs filed their initial complaint in July 2016, I was contacted by counsel for Landry’s, Inc. (“Landry’s”) and Golden Nugget, Inc. (“GNI”; collectively, “Defendants”), who suggested GNL, Corp. (“GNL”) would be a more proper party. Plaintiffs amended their complaint to add GNL, and asked for evidence showing Landry’s and GNI should be dismissed; but Defendants provided nothing. Accordingly, in November 2016, Plaintiffs served discovery on GNL attempting, *inter alia*, to find out more about the relationship of Landry’s, GNI, and GNL. We granted GNL two extensions of time to respond, until February 2017. Because GNL’s responses in the subject were incomplete and evasive, we notified Landry’s and GNI (who had been served, but had not yet answered) that they needed to answer or be defaulted. They responded by filing a motion to dismiss, which this Court denied.

3. After the motion to dismiss was denied, Plaintiffs served Landry’s and GNI with very limited discovery regarding their ownership and control of the Golden Nugget hotel and casino in Laughlin, Nevada (“Laughlin Nugget”), the site where Plaintiffs’ injuries occurred. Landry’s and GNI provided inadequate responses, and none of the documents requested by Plaintiffs. To date, neither Landry’s nor GNI have provided Plaintiffs with a single document, not even the required disclosures under Nev. R. Civ. P. 7.1 or Nev. R. Civ. P. 16.1. Less than forty-eight (48) hours after serving their discovery responses, Landry’s and GNI brought the instant Motion. We have been unable to meet and confer with Defendants’ counsel because both attorneys working

PLAINTIFFS’ OPPOSITION TO DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

1 on the case went on vacation outside the U.S. after filing the Motion and, according to their
2 office, designated no one to handle discussions regarding the case in their absence. They are not
3 stated to return until after the due date for this Opposition.

4 4. Attached hereto as **Exhibit A** is a true and correct copy of the press release issued by
5 Landry's (under its former name, Landry's Restaurants, Inc.) announcing the purchase of the
6 Laughlin Nugget. **Exhibit B** is a true and correct copy of GNI's last publicly-available Form 10-
7 Q filing with the U.S. Securities and Exchange Commission, taken from the EDGAR online
8 database. **Exhibit C** is a true and correct copy of the Landry's corporate history webpage
9 "Landry's History" as it appeared on the Landry's website as of January 14, 2012, stored in the
10 internet archive. **Exhibit D** is a true and correct copy of a Landry's press release dated January
11 29, 2016, concerning, *inter alia*, the Laughlin Nugget.

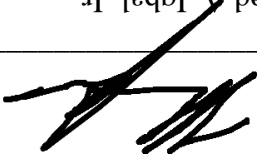
12 5. **Exhibit E** is a true and correct copy of Plaintiffs' First Set of Interrogatories served
13 on Landry's on April 19, 2017, and the responses served May 22, 2017. **Exhibit F** is a true and
14 correct copy of Plaintiffs' First Set of Document Requests served on Landry's on April 19, 2017,
15 and the responses served May 22, 2017. **Exhibit G** is a true and correct copy of Plaintiffs' First
16 Set of Interrogatories served on GNI on April 19, 2017, and the responses served May 22, 2017.
17 **Exhibit H** is a true and correct copy of Plaintiffs' First Set of Document Requests served on GNI
18 on April 19, 2017, and the responses served May 22, 2017. As noted previously, neither
19 Landry's nor GNI served a single document in response to any of Plaintiffs' document requests.
20 Landry's and GNI likewise never provided a privilege log, or any explanation for why none was
21 forthcoming.

22 6. On receipt of proper responses to their already-served discovery – responses that
23 answer the questions asked and provide the documents requested – Plaintiffs would evaluate the
24 responses and documents to see what follow-up is required with respect to the jurisdictional
25 claims interposed by the Defendants. Depending on the completeness of the responses, Plaintiffs

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**PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER
NEV. R. CIV. P. 56(f)**

would expect at least one round of follow-up discovery and possibly more. Plaintiffs would expect to depose the official(s) who certified the interrogatory responses, 30(b)(6) designees on the subject of ownership and control for both Defendants, and employees and former employees identified during discovery who could provide further evidence regarding the ownership and operation of the Laughlin Nugget claimed by Landry's and GNI in their public pronouncements, but so far disavowed by them in this litigation. Plaintiffs would also expect to take discovery on the merits of the case.

Dated this 7th day of June, 2017.

By: 
 Mohamed A. Iqbal, Jr.

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEW. R. CIV. P. 56(f)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this 7th day of June, 2017 I caused to be served a true and correct copy of the foregoing **PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)** in the following manner:

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

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/s/ Jaime Serrano, Jr.

An employee of IQBAL LAW PLLC

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NEV. R. CIV. P. 56(f)

EXHIBIT A

Landry's Announces Completion of Acquisition of Golden Nugget Las Vegas and Golden Nugget Laughlin

Company Adds Premier Casinos to Restaurant,

Hospitality, Entertainment Properties

Sep 27, 2005, 01:00 ET from Landry's Restaurants, Inc.

HOUSTON, Sept. 27 /PRNewswire-FirstCall/ -- Landry's Restaurants, Inc. (NYSE: LNY), one of the nation's largest casual dining and entertainment companies, announced today it has closed the purchase of the landmark Golden Nugget Casino and Hotel in downtown Las Vegas and the Golden Nugget Casino and Hotel in Laughlin, Nevada from PB Gaming, Inc. by acquiring the stock of Poster Financial Group, Inc. ("Poster") for \$140 million in cash and the assumption of \$155 million of Senior Secured Notes due 2011, as well as certain working capital liabilities, including house banks in the amount of \$23 million and Poster's existing credit facility.

The acquisition was subject to regulatory approvals, including the Nevada Gaming Commission, which were completed today.

"Landry's is thrilled to add casino gaming to a varied and diverse collection of entertainment offerings that already includes casual and fine dining, hospitality and aquarium properties," said Tilman Fertitta, Chairman, President and CEO of Landry's. "The Golden Nugget is the premier property in downtown Las Vegas, has outstanding brand recognition across the country, and is a perfect fit for us. In addition, the Golden Nugget in Laughlin provides us a second gaming property in an established market. Landry's operating skill and steady leadership will help boost the Golden Nugget to a new level of performance and satisfaction."

Chief Financial Officer Rick Liem said, "We believe both properties have excellent upside potential and will be accretive to our 2006 earnings."

Landry's Restaurants, Inc. is one of the nation's largest and fastest growing casual-dining and entertainment companies. Publicly traded on the New York Stock Exchange, Landry's owns and operates over 300 restaurants, including Landry's Seafood House, Joe's Crab Shack, The Crab House, Rainforest Cafe, Charley's Crab, Willie G's Seafood & Steak House, The Chart House and Saltgrass Steak House. Landry's also owns several icon developments, including Inn at the Ballpark and the Downtown Aquarium in Houston; Kemah Boardwalk, a magnificent 40-acre, family-oriented themed entertainment destination; and the 17-acre Downtown Aquarium in Denver. The company employs over 36,000 workers in 36 states.

This press release contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended, which are intended to be covered by safe harbors created thereby. Stockholders are cautioned that all forward-looking statements are based largely on the Company's expectations and involve risks and uncertainties, some of which cannot be predicted or are beyond the Company's control. A statement containing a projection of revenues, income, earnings per share, same store sales, capital expenditures, or future economic performance are just a few examples of forward-looking statements. Some factors that could realistically cause results to differ materially from those projected in the forward-looking statements include ineffective marketing or promotions, competition, weather, store management turnover, a weak economy, negative same store sales, the Company's inability or failure to continue its expansion strategy. The Company may not update or revise any forward-looking statements made in this press release.

JNB00102

SOURCE Landry's Restaurants, Inc.

JNB00103

EXHIBIT B

JNB00104

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2006

Commission file number 333-114335

GOLDEN NUGGET, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

56-2370836
(I.R.S. Employer
Identification No.)

129 East Fremont Street
Las Vegas, Nevada
(Address of principal executive offices)

89101
(Zip Code)

(702) 385-7111
(Registrant's telephone number, including area code)

Registrant is a wholly owned subsidiary of Landry's Restaurant's, Inc. Registrant meets the conditions set forth in General Instruction H (1)(a) and (b) of Form 10-Q and is filing this Form 10-Q with the reduced disclosure format authorized by General Instruction H.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (check one):

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-accelerated Filer ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act.): Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, no par value, 100 outstanding shares as of November 6, 2006.

JNB00105

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GOLDEN NUGGET, INC.
PART 1. FINANCIAL INFORMATION

ITEM 1. *Financial Statements*

The accompanying unaudited condensed consolidated financial statements have been prepared by us pursuant to the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. However in our opinion, all adjustments (consisting only of normal recurring entries) necessary for a fair presentation of our results of operations, financial position and changes therein for the periods presented have been included.

The information included in this Form 10-Q should be read in conjunction with the consolidated financial statements and related notes to financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2005. Operating results for the three and nine months ended September 30, 2006 are not necessarily indicative of the results of operations that may be achieved for the entire fiscal year ending December 31, 2006.

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934. All statements other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws. Forward-looking statements may include the words "may," "will," "plans," "believes," "estimates," "expects," "intends" and other similar expressions. Our forward-looking statements are subject to risks and uncertainty, including, without limitation, our ability to continue our expansion strategy, our ability to make projected capital expenditures, as well as general market conditions, competition, and pricing. Forward-looking statements include statements regarding:

- potential acquisitions of other gaming operations and lines of businesses in other sectors of the hospitality and entertainment industries;
- future capital expenditures, including the amount and nature thereof;
- business strategy and measures to implement such strategy;
- competitive strengths;
- goals;
- expansion and growth of our business and operations;
- future commodity prices;
- availability of products, materials and employees;
- consumer perceptions of food safety;
- changes in local, regional and national economic conditions;
- the effectiveness of our marketing efforts;
- changing demographics surrounding our hotels and casinos;
- the effect of changes in tax laws;
- actions of regulatory, legislative, executive or judicial decisions at the federal, state or local level with regard to our business and the impact of any such actions;
- our ability to maintain regulatory approvals for our existing businesses and our ability to receive regulatory approval for our new businesses;
- our expectations of the continued availability and cost of capital resources;
- same store sales;
- earnings guidance;
- the seasonality of our business;
- weather and acts of God;
- food, labor, fuel and utilities costs;
- plans; and
- references to future success.

Although we believe that the assumptions underlying our forward-looking statements are reasonable, any of the assumptions could be inaccurate, and, therefore, we cannot assure you that the forward-looking statements included in this report will prove to be accurate. In light of the significant uncertainties inherent in our forward-looking statements, the inclusion of such information should not be regarded as a representation by us or any other person that our objectives and plans will be achieved.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(Dollars in thousands)

	September 30, 2006	December 31, 2005
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 20,045	\$ 22,534
Accounts receivable, net	3,862	4,946
Inventories	3,814	3,260
Prepaid expenses and other	6,660	5,125
Total current assets	<u>34,381</u>	<u>35,865</u>
PROPERTY AND EQUIPMENT, net	339,490	321,744
INVESTMENT IN JOINT VENTURE	5,384	5,424
DEPOSITS AND OTHER ASSETS, net	35,350	35,576
Total assets	<u>\$ 414,605</u>	<u>\$ 398,609</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,316	\$ 13,858
Accrued liabilities	40,450	29,268
Current portion of notes payable and other obligations	142	132
Amounts due affiliates	10,550	6,193
Total current liabilities	<u>58,458</u>	<u>49,451</u>
OTHER LONG-TERM LIABILITIES	4,031	1,496
NOTES PAYABLE, NET OF CURRENT PORTION	174,565	181,223
Total liabilities	<u>237,054</u>	<u>232,170</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDER'S EQUITY:		
Common stock (no par value, 10,000 shares authorized, 100 shares issued and outstanding)	—	—
Paid-in capital in excess of par value	163,000	163,000
Retained earnings (deficit)	14,551	3,439
Total stockholder's equity	<u>177,551</u>	<u>166,439</u>
Total liabilities and stockholder's equity	<u>\$ 414,605</u>	<u>\$ 398,609</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Dollars in thousands)

	Successor Company			Predecessor Company	
	Three Months Ended September 30, 2006	Nine Months Ended September 30, 2006	September 27 - September 30, 2005	July 1 - September 26, 2005	January 1 - September 26, 2005
REVENUES					
Casino	\$ 33,771	\$ 111,229	\$ 1,825	\$ 36,618	\$ 121,505
Rooms	13,013	42,767	601	12,307	41,139
Food and beverage	9,013	29,585	597	12,809	41,759
Other	2,424	7,117	95	2,474	8,190
Gross revenues	58,221	190,698	3,118	64,208	212,593
Promotional allowances	(6,780)	(20,460)	(411)	(8,146)	(25,812)
Net revenues	51,441	170,238	2,707	56,062	186,781
COST AND EXPENSES					
Casino	19,422	59,705	1,057	22,392	72,589
Rooms	4,611	14,076	235	5,465	16,766
Food and beverage	5,513	18,074	352	8,571	27,030
Other	1,716	5,228	92	2,141	6,863
General and administrative	12,160	36,339	471	14,061	42,974
Depreciation and amortization	3,014	8,713	202	4,076	12,972
Total cost and expense	46,436	142,135	2,409	56,706	179,194
Operating income (loss)	5,005	28,103	298	(644)	7,587
OTHER INCOME (EXPENSE):					
Equity in loss of joint venture	(287)	(744)	(14)	(312)	(826)
Interest expense, net	(3,502)	(10,459)	(169)	(4,207)	(13,279)
Gain (loss) on disposal of fixed assets	(6)	(6)	—	11	504
Total other income (expense)	(3,795)	(11,209)	(183)	(4,508)	(13,601)
Income (loss) before income taxes	1,210	16,894	115	(5,152)	(6,014)
Provision for income taxes	351	5,782	37	—	—
NET INCOME (LOSS)	\$ 859	\$ 11,112	\$ 78	\$ (5,152)	\$ (6,014)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY
(Dollars in thousands except share amounts)

	<u>Common Stock</u>		<u>Additional</u>	<u>Retained</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Paid in</u>	<u>Earnings</u>	<u>Total</u>
Balance, December 31, 2006	100	\$ —	\$163,000	\$ 3,439	\$166,439
Net income	—	—	—	11,112	11,112
Balance, September 30, 2006	<u>100</u>	<u>\$ —</u>	<u>\$163,000</u>	<u>\$14,551</u>	<u>\$177,551</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Dollars in thousands)

	<u>Successor Company</u>		<u>Predecessor Company</u>
	<u>Nine months ended September 30, 2006</u>	<u>September 27, 2005 - September 30, 2005</u>	<u>January 1, 2005 - September 26, 2005</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	\$ 11,112	\$ 78	\$ (6,014)
Adjustments to reconcile net income (loss) to net cash provided by operating activities -			
Depreciation and amortization	8,713	202	12,972
(Gain) loss on sale of assets	6	—	(504)
Equity in loss of joint venture	744	14	826
Changes in operating assets and liabilities	5,625	(2,376)	8,814
Net cash provided by (used in) operating activities	26,200	(2,082)	16,094
CASH FLOWS FROM INVESTING ACTIVITIES:			
Property and equipment additions	(16,615)	(3)	(6,009)
Proceeds from sale of property and equipment	16	—	1,157
Contributions to joint venture	(704)	—	(704)
Net cash used in investing activities	(17,303)	(3)	(5,556)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payments on term loan	—	(16,500)	(2,100)
Borrowings under revolving credit facility and other debt	33,854	16,500	(7,065)
Repayments under revolving credit facility and other debt	(39,986)	—	—
Distributions of equity to principal stockholder	—	—	(979)
Contributions of equity from principal stockholders	—	—	3,000
Increase (decrease) in amounts due to affiliates	(5,254)	—	—
Net cash provided by (used in) financing activities	(11,386)	—	(7,144)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,489)	(2,085)	3,394
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	22,534	27,513	24,119
CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 20,045	\$ 25,428	\$ 27,513

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Golden Nugget, Inc. (Golden Nugget) is a Nevada corporation, which through two wholly owned subsidiaries, owns and operates the Golden Nugget hotel, casino, and entertainment resorts in downtown Las Vegas and Laughlin, Nevada. We are a wholly owned subsidiary of Landry's Restaurants, Inc. (Landry's or the Parent). Unless otherwise stated, all dollars are in thousands.

On September 27, 2005, Landry's Gaming Inc., an unrestricted subsidiary of Landry's, completed the acquisition of the capital stock of Golden Nugget, including \$27.5 million in cash, for \$163.0 million in cash plus the assumption of \$155.0 million of senior secured notes and \$27.0 million of bank debt. (See Note 2 for further discussion.) Subsequent to the acquisition, on December 9, 2005, Golden Nugget, formerly Poster Financial Group, Inc., changed its name. A new basis of accounting resulting from the acquisition has been reflected in our Condensed Consolidated Financial Statements. The results of operations and cash flows have been segregated to present post-acquisition activity as the "Successor Company" and pre-acquisition activity as the "Predecessor Company" in the financial statements and accompanying footnotes.

Principles of Consolidation

The accompanying financial statements include the consolidated accounts of Golden Nugget, Inc. and its wholly and majority owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

We hold 17.65% of the voting units and 50.0% of the non-voting units of the Fremont Street Experience (FSE), and account for our investment utilizing the equity method of accounting. FSE is owned by a group of unrelated casino operators in downtown Las Vegas, and operates retail malls, parking garages, entertainment venues and a pedestrian mall that encloses Fremont Street, located adjacent to the Golden Nugget – Las Vegas.

Basis of Presentation

The consolidated financial statements included herein have been prepared without audit. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. In the opinion of management, all adjustments, consisting of normal recurring items and estimates necessary for a fair presentation of the results for interim periods, have been made. These consolidated financial statements should be read in conjunction with the financial statements and notes thereto included in the 2005 Form 10-K, filed with the Securities and Exchange Commission.

Certain prior period amounts have been reclassified to conform to the presentation in the current year.

Revenue Recognition and Promotional Allowances

Casino revenue is the aggregate net difference between gaming wins and losses, with liabilities recognized for funds deposited by customers before gaming play occurs ("casino front money") and for chips in the customer's possession ("outstanding chip liability"). Casino revenues are recognized net of certain sales incentives, which are recorded as a reduction of revenue. In addition, accruals for the cost of cash-back points in point-loyalty programs, such as points earned in slot players clubs, are recorded as a reduction of revenue.

Hotel, food and beverage, entertainment and other operating revenues are recognized as services are performed. Advance deposits on rooms and advance ticket sales are recorded as accrued liabilities until services are provided to the customer. The retail value of accommodations, food and beverage, and other services furnished to hotel-casino guests without charge is included in gross revenue and then deducted as promotional allowances.

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The estimated retail value of such promotional allowances is included in operating revenues as follows:

	Successor Company			Predecessor Company	
	Three Months Ended September 30, 2006	Nine Months Ended September 30, 2006	September 27 - September 30, 2005	July 1 - September 26, 2005	January 1 - September 26, 2005
Rooms	\$ 2,909	\$ 8,669	\$ 164	\$ 2,857	\$ 9,007
Food & Beverage	3,680	11,172	236	4,909	15,665
Other	191	619	11	380	1,140
	<u>\$ 6,780</u>	<u>\$ 20,460</u>	<u>\$ 411</u>	<u>\$ 8,146</u>	<u>\$ 25,812</u>

The estimated cost of providing such promotional allowances is primarily included in casino expenses as follows:

	Successor Company			Predecessor Company	
	Three Months Ended September 30, 2006	Nine Months Ended September 30, 2006	September 27 - September 30, 2005	July 1 - September 26, 2005	January 1 - September 26, 2005
Rooms	\$ 1,748	\$ 5,223	\$ 106	\$ 1,848	\$ 5,856
Food & Beverage	3,863	11,800	260	5,404	17,121
Other	220	874	16	628	1,898
	<u>\$ 5,831</u>	<u>\$ 17,897</u>	<u>\$ 382</u>	<u>\$ 7,880</u>	<u>\$ 24,875</u>

Recent Accounting Pronouncements

In June 2006, the Financial Accounting Standards Board (FASB) issued Interpretation No. 48, *Accounting for Uncertainty in Income Taxes-an interpretation of FASB Statement No. 109*. This Interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. This Interpretation is effective for fiscal years beginning after December 15, 2006. We are currently assessing the impact of this Interpretation on our financial statements.

In September 2006, the FASB issued Staff Accounting Bulletin No. 108 (SAB 108), *Considering the Effects of Prior Year Misstatements When Quantifying Misstatements in Current Year Financial Statements*. SAB 108 addresses the diversity in practice of quantifying and assessing materiality of financial statement errors. It is effective for fiscal years ending after November 15, 2006 and allows for a one-time transitional cumulative effect adjustment to the opening balance of retained earnings for errors that were not previously deemed material. We are currently evaluating the impact of adoption on our financial statements.

In September 2006, the FASB issued SFAS 157 *Fair Value Measurements*, which defines fair value, establishes a framework for measuring fair value and expands disclosures regarding fair value measurements. SFAS 157 is effective for fiscal years ending after December 15, 2006. We are currently evaluating the impact of adoption on our financial statements.

Segment Reporting

Golden Nugget owns and operates the Golden Nugget hotel, casino, and entertainment resorts which consist of two properties, one in Las Vegas and the other in Laughlin, Nevada. Both properties include gaming, hotel, dining, entertainment, retail and other related amenities. Management believes that these two properties meet all of the criteria for aggregating operating segments with similar economic characteristics, products and services, production processes, class of customers, distribution methods, and regulatory environment as defined in SFAS No. 131. As such the Golden Nugget is comprised of one reportable segment.

Supplemental Cash Flow Information

Cash paid for interest expense was \$7.7 million and \$9.0 million for the nine months ended September 30, 2006 and the period from January 1, 2005 to September 26, 2005, respectively. No cash was paid for income taxes for the nine months ended September 30, 2006, while \$1.0 million was paid for the period from January 1, 2005 to September 26, 2005.

Non-cash investing and financing activities include \$9.6 million in capital expenditures funded by an increase in amounts due to Landry's.

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2. CHANGE OF CONTROL

On September 27, 2005, Landry's completed the acquisition of the capital stock of the Golden Nugget, including \$27.5 million in cash, for \$163.0 million plus the assumption of \$155.0 million of senior secured notes due 2011 and \$27.0 million in bank debt. The following summarizes the allocation of purchase price based on estimated fair values of the assets acquired and liabilities assumed. These fair values were determined using appraised values and management's estimates from available information as well as preliminary plans for future operations.

Estimated fair value of assets acquired	\$ 403,144
Liabilities assumed or created	<u>(240,144)</u>
Allocated purchase price	163,000
Less: Cash acquired and debt assumed	<u>(27,513)</u>
Net cash paid	<u>\$ 135,487</u>

As a result of the acquisition, we have recorded direct acquisition costs included in accrued liabilities for the estimated incremental costs to rationalize activities at the two locations and for estimated contract termination and severance costs. Accounting principles generally accepted in the United States, provide that these direct acquisition expenses, which are not associated with the generation of future revenues and have no future economic benefit, be reflected as assumed liabilities in the allocation of the purchase price. The acquisition liabilities included in the purchase price allocation aggregate approximately \$4.9 million of which \$3.8 million have been paid as of September 30, 2006.

The following pro forma financial information presents the consolidated results of operations as if the acquisition occurred on January 1, 2005, after including certain pro forma adjustments for interest expense, depreciation and amortization, and income taxes.

	Predecessor	
	July 1, 2005 - September 26, 2005	January 1, 2005 - September 26, 2005
Revenue	\$ 56,062	\$ 186,781
Net income (loss)	\$ (2,068)	\$ 82

The pro forma financial information is not necessarily indicative of the combined results of operations had the transaction occurred on January 1, 2005 or the results of operations that may be obtained in the future.

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3. ACCRUED LIABILITIES

Accrued liabilities consisted of the following:

	September 30, 2006	December 31, 2005
Salaries and related benefits	\$ 13,060	\$ 11,829
Gaming related, excluding taxes	12,133	11,182
Taxes, other than income taxes	1,904	2,061
Interest payable and other	6,552	1,919
Income taxes payable, net	5,753	349
Merger costs	1,048	1,928
Total accrued liabilities	<u>\$ 40,450</u>	<u>\$ 29,268</u>

4. LONG-TERM DEBT*Debt Issuance*

In December 2003, we issued \$155.0 million of 8 3/4% senior secured notes due 2011 to finance a portion of the purchase price of the acquisition of the Golden Nugget from MGM Mirage. All payments are fully, unconditionally and irrevocably guaranteed, jointly and severally, by all our current and future restricted subsidiaries on a senior secured basis. The senior notes and the guarantees are secured by a pledge of capital stock of our restricted subsidiaries and a security interest in substantially all of our and the guarantors' current and future assets. Such security interest is junior to the security interest granted to the lenders under our credit facility. Interest on the notes is payable in June and December of each year.

The \$155.0 million of 8 3/4% senior secured notes due 2011 remained outstanding following Landry's purchase of the Golden Nugget. As a result of the change of control, we were required to commence an offer to purchase all outstanding senior notes for 101% of the aggregate principal amount plus any accrued and unpaid interest. The offer commenced in accordance with the indenture and expired on November 28, 2005. No notes were tendered under the offer.

Bank Credit Agreement

In January 2004, we entered into a \$35.0 million senior secured credit facility consisting of a \$20.0 million amortizing term loan and a \$15.0 million revolver. The senior secured credit facility was later amended, expanding the revolver to \$25.0 million. Under the credit facility, we are subject to various financial covenants, including among other things, limitations on the disposal of assets, mergers and acquisitions, liens or indebtedness, and transactions with affiliates. Our obligations under the credit facility are guaranteed, jointly and severally, by all our subsidiaries. Our obligations under the credit facility are also secured by a pledge of capital stock of our restricted subsidiaries and our interest in FSE, as well as a first priority lien on substantially all of our and the guarantors' current and future assets.

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At March 31, 2005, we failed to satisfy the financial covenants under the loan and security agreement. On March 31, 2005, we entered into a commitment letter arrangement with our lender, which on May 2, 2005, was formalized into an amendment to the loan and security agreement relating to its credit facility. The amendment modifies financial ratios and covenants to resolve certain defaults (which had been previously waived by the lenders) and to permit the sale of the Golden Nugget — Laughlin. On August 10, 2005, we entered into an amendment to the loan and security agreement relating to the senior secured credit facility. The amendment modified the financial covenants to include the results of operations of the Laughlin properties.

In connection with the September 27, 2005 acquisition by Landry's, we amended the senior secured credit facility whereby the outstanding balance of the term loan plus accrued interest was repaid; the revolver was increased to \$43.0 million; certain financial covenants were adjusted; and the financing spread was reduced to Libor plus 1.75% or base rate plus 0.75% as of June 30, 2006, plus a commitment fee. The financing spread and commitment fee increases or decreases based on a financial leverage ratio as defined in the credit agreement. As of September 30, 2006, the average interest rate on the credit facility was 7.17%, \$2.5 million in letters of credit were outstanding with \$24.5 million of available borrowing capacity.

Long-term debt is comprised of the following:

	September 30, 2006	December 31, 2005
\$43.0 million senior secured credit facility, Libor + 1.75%, due January 2009	\$ 16,000	\$ 22,002
\$155.0 million senior secured note, 8 3/4% interest only, due 2011	158,565	159,081
Other long-term notes payable with various interest rates, principal and interest	142	272
Total debt	174,707	181,355
Less current portion	(142)	(132)
Long-term debt	<u>\$ 174,565</u>	<u>\$ 181,223</u>

5. FREMONT STREET EXPERIENCE

We indirectly own 17.65% of the voting units and 50.0% of the non-voting units of the Fremont Street Experience. This investment is accounted for under the equity method of accounting whereby the carrying value of the investment is adjusted by our share of earnings, losses, capital contributions and distributions.

Activity relating to our investment in the Fremont Street Experience is as follows:

Investment balance - December 31, 2005	\$5,424
Contributions	704
Equity in loss of joint venture	(744)
Investment balance - September 30, 2006	<u>\$5,384</u>

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The investment balance reflects the estimated fair value of our member's equity in FSE at the acquisition date, including an additional \$1.5 million contribution made by the Golden Nugget in 1995 on a voluntary basis, and used by the FSE to acquire additional fixed assets used in its operations.

The additional contribution of \$1.5 million represents a non-voting interest which has been treated as a redeemable preferred member contribution of the FSE. The redeemable preferred member contribution is not allocated profit or loss distribution and must be repaid before any distributions are made on voting interests.

The allocation of purchase price based on the fair values of assets acquired and liabilities assumed, arising from the September 27, 2005 acquisition of the Golden Nugget by Landry's, resulted in a difference of approximately \$3.4 million between the carrying value of the company's investment in FSE and its proportionate share of FSE's net assets. This difference primarily relates to deferred grant revenue, associated with assets contributed to FSE, which is being recognized as income by FSE over a thirty year period. We are amortizing this difference as a charge to equity in loss of joint venture over the remaining amortization period of the related deferred grant revenue.

Summarized financial information of FSE is as follows:

	<u>September 30, 2006</u>	<u>December 31, 2005</u>
Current assets	\$ 12,000	\$ 2,379
Non-current assets	38,560	40,368
Total assets	<u>\$ 50,560</u>	<u>\$ 42,747</u>
Current liabilities	\$ 403	\$ 4,683
Non-current liabilities	43,757	32,148
Preferred member contribution	3,040	3,040
Members' capital	3,360	2,876
Total liabilities and members' capital	<u>\$ 50,560</u>	<u>\$ 42,747</u>
	<u>Nine months ended</u> <u>September 30, 2006</u>	<u>Nine months ended</u> <u>September 30, 2005</u>
Total revenues	\$ 4,694	\$ 4,539
Costs and expenses	8,044	9,300
Net loss	<u>\$ (3,350)</u>	<u>\$ (4,761)</u>

6. EMPLOYEE BENEFIT PLANS

Our employees, who are members of various unions, are covered by union-sponsored, collective bargained, multi-employer health and welfare and defined benefit pension plans. Under such plans we recorded an expense of \$2.9 million and \$7.2 million for the three and nine months ended September 30, 2006, respectively, and \$0.1 million for the period from September 27, 2005 through September 30, 2005, \$7.8 million for the period from January 1, 2005 through September 26, 2005. The plans' sponsors have not provided sufficient information to permit us to determine our share of unfunded vested benefits, if any. However, based on available information, we do not believe that unfunded amounts attributable to our casino operation are material.

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We are self-insured up to certain limits for most health care benefits for our non-union employees. The liability for claims filed and estimates of claims incurred but not reported is included in the accrued liabilities caption in the accompanying consolidated balance sheets.

We sponsor a retirement savings plan under Section 401(k) of the Internal Revenue Code covering our non-union employees. The plan is available to certain employees with at least three months of service. The plan allows eligible employees to defer, within prescribed limits, up to 20 percent of their income on a pre-tax basis through contributions to the plan. We match, within prescribed limits, a portion of eligible employees' contributions up to a maximum of 2 percent of an employees' eligible compensation. We recorded charges for matching contributions of approximately \$0.2 million and \$0.4 million for the three months and nine months ended September 30, 2006, respectively, and approximately \$7,000 for the period from September 27, 2005 through September 30, 2005, \$551,000 for the period from January 1, 2005 through September 26, 2005.

7. COMMITMENTS AND CONTINGENCIES

General Litigation

We are subject to legal proceedings and claims that arise in the ordinary course of business. We do not believe that the outcome of any of these matters will have a material adverse effect on our financial position, results of operations or cash flows.

8. TRANSACTIONS WITH AFFILIATES

We have entered into a management agreement with Landry's whereby our parent provides resources, expertise and negotiating leverage, primarily in the areas of advertising, purchasing, event management and financing. We have also entered into certain lease agreements with Landry's wherein they operate restaurants in our casino properties and we receive rental payments based on the restaurant performance. Moreover, we routinely enter into certain transactions with affiliated companies of Landry's. These transactions have been entered into between related parties and are not the result of arm's-length negotiations. Accordingly, the terms of the transactions may have been more or less favorable to us than might have been obtained from unaffiliated third parties. Landry's is currently funding several renovation projects which may be transferred, contributed, or leased to the Golden Nugget upon completion. As of September 30, 2006, the in progress construction projects total approximately \$43.6 million.

9. SUMMARIZED FINANCIAL INFORMATION

All payments with respect to our 8 3/4% senior secured Notes due 2011 are guaranteed, jointly and severally, by all of our subsidiaries. The notes are also collateralized by a pledge of capital stock of our subsidiaries and a security interest in substantially all of our and the guarantors' current and future assets. Such security interest is junior to the security interest granted to the lenders under the Senior Credit Facility.

The following condensed consolidating financial statements present separately the financial position, results of operations and cash flows of our Guarantor Subsidiaries on a combined basis with eliminating entries:

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CONDENSED CONSOLIDATING BALANCE SHEETS
September 30, 2006

	<u>Golden Nugget, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Consolidating/ Eliminating Entries</u>	<u>Total</u>
Assets				
Current Assets				
Cash and cash equivalents	\$ —	\$ 20,045	\$ —	\$ 20,045
Accounts receivable, net	—	3,862	—	3,862
Inventories	—	3,814	—	3,814
Prepaid expenses and other	—	6,660	—	6,660
Total current assets	—	34,381	—	34,381
Property and equipment, net	—	339,490	—	339,490
Investment in and advances to subsidiaries	369,600	18,540	(388,140)(a)	—
Investment in joint venture	—	5,384	—	5,384
Deposits and other assets, net	456	34,894	—	35,350
Total assets	<u>\$ 370,056</u>	<u>\$ 432,689</u>	<u>\$ (388,140)</u>	<u>\$ 414,605</u>
Liabilities and Stockholder's Equity				
Current Liabilities				
Accounts payable	\$ —	\$ 7,316	\$ —	\$ 7,316
Accrued liabilities	7,390	33,060	—	40,450
Current portion of notes payable and other obligations	—	142	—	142
Amounts due to parent	10,550	—	—	10,550
Total current liabilities	17,940	40,518	—	58,458
Other long-term liabilities	—	4,031	—	4,031
Notes payable including amounts pushed down from parent company	174,565	174,565	(174,565)(b)	174,565
Total liabilities	192,505	219,114	(174,565)	237,054
Contingencies and Commitments				
Stockholder's equity	177,551	213,575	(213,575)	177,551
Total liabilities and stockholder's equity	<u>\$ 370,056</u>	<u>\$ 432,689</u>	<u>\$ (388,140)</u>	<u>\$ 414,605</u>

(a) To eliminate investment in subsidiaries in consolidation.

(b) To eliminate notes payable pushed down to the guarantor subsidiaries.

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GOLDEN NUGGET, INC.
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CONDENSED CONSOLIDATING BALANCE SHEETS
December 31, 2005

	<u>Golden Nugget, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Consolidating/ Eliminating Entries</u>	<u>Total</u>
Assets				
Current Assets				
Cash and cash equivalents	\$ —	\$ 22,534	\$ —	\$ 22,534
Accounts receivable, net	—	4,946	—	4,946
Inventories	—	3,260	—	3,260
Prepaid expenses and other	54	5,071	—	5,125
Total current assets	54	35,811	—	35,865
Property and equipment, net	—	321,744	—	321,744
Investment in and advances to subsidiaries	355,163	9,666	(364,829)(a)	—
Investment in joint venture	—	5,424	—	5,424
Deposits and other assets, net	234	35,342	—	35,576
Total assets	<u>\$ 355,451</u>	<u>\$ 407,987</u>	<u>\$ (364,829)</u>	<u>\$ 398,609</u>
Liabilities and Stockholder's Equity				
Current Liabilities				
Accounts payable	\$ 13	\$ 13,845	\$ —	\$ 13,858
Accrued liabilities	1,723	27,545	—	29,268
Current portion of notes payable and other obligations	2	132	(2) (b)	132
Amounts due to parent	6,193	—	—	6,193
Total current liabilities	7,931	41,522	(2)	49,451
Other long-term liabilities	—	1,496	—	1,496
Notes payable including amounts pushed down from parent company	181,081	181,223	(181,081)(b)	181,223
Total liabilities	189,012	224,241	(181,083)	232,170
Contingencies and Commitments				
Stockholder's equity	166,439	183,746	(183,746)	166,439
Total liabilities and stockholder's equity	<u>\$ 355,451</u>	<u>\$ 407,987</u>	<u>\$ (364,829)</u>	<u>\$ 398,609</u>

(a) To eliminate investment in subsidiaries in consolidation.

(b) To eliminate notes payable pushed down to the guarantor subsidiaries.

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS
For the three months ended September 30, 2006

	Successor Company		
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries
	\$	\$	\$
Net revenues	—	\$ 51,441	\$ —
Cost and expenses			
Casino-hotel operations	—	31,262	—
General and administrative	—	12,160	—
Depreciation and amortization	—	3,014	—
Total cost and expenses	—	46,436	—
Operating income	—	5,005	—
Other income (expense)			
Equity in loss of joint venture	—	(287)	—
Equity in income (loss) of subsidiaries	6,328	—	(6,328)(a)
Interest expense, net	(3,399)	(103)	—
Gain (loss) on disposal of fixed assets	—	(6)	—
Interest expense associated with pushed down indebtedness	—	(3,399)	3,399(b)
Total other income (expense)	2,929	(3,795)	(2,929)
Income (loss) before income taxes	2,929	1,210	(2,929)
Provision for income taxes	2,070	351	(2,070)(c)
Net income (loss)	\$ 859	\$ 859	\$ (859)

(a) To eliminate equity in the income of subsidiaries in consolidation.

(b) To eliminate interest expense on the notes and term loan pushed down to the guarantor subsidiaries.

(c) To eliminate taxes in consolidation.

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS
For the nine months ended September 30, 2006

	Successor Company		
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries
	\$ —	\$ 170,238	\$ —
Net revenues			Total
			\$ 170,238
Cost and expenses			
Casino-hotel operations	—	97,083	—
General and administrative	—	36,339	—
Depreciation and amortization	—	8,713	—
Total cost and expenses	—	142,135	—
Operating income	—	28,103	—
Other income (expense)			
Equity in loss of joint venture	—	(744)	—
Equity in income (loss) of subsidiaries	25,219	—	(25,219)(a)
Interest expense, net	(10,440)	(19)	—
Gain (loss) on disposal of fixed assets	—	(6)	—
Interest expense associated with pushed down indebtedness	—	(10,440)	10,440(b)
Total other income (expense)	14,779	(11,209)	(14,779)
Income (loss) before income taxes	14,779	16,894	(14,779)
Provision for income taxes	3,667	5,782	(3,667)(c)
Net income (loss)	\$ 11,112	\$ 11,112	\$ (11,112)

- (a) To eliminate equity in the income of subsidiaries in consolidation.
(b) To eliminate interest expense on the notes and term loan pushed down to the guarantor subsidiaries.
(c) To eliminate taxes in consolidation.

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS
For the period from September 27, 2005 through September 30, 2005

	Successor Company		
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries
	\$	\$	\$
Net revenues	—	2,707	—
Cost and expenses			Total
Casino-hotel operations	—	1,736	1,736
General and administrative	—	471	471
Depreciation and amortization	—	202	202
Total cost and expenses	—	2,409	2,409
Operating income	—	298	298
Other income (expense)			
Equity in loss of joint venture	—	(14)	(14)
Equity in income (loss) of subsidiaries	194	—	(194)(a)
Interest expense, net	(169)	—	(169)
Interest expense associated with pushed down indebtedness	—	(169)	169(b)
Total other income (expense)	25	(183)	(183)
Income (loss) before income taxes	25	115	115
Provision for income taxes	(53)	90	37
Net income (loss)	\$ 78	\$ 25	\$ (25)

(a) To eliminate equity in the income of subsidiaries in consolidation.

(b) To eliminate interest expense on the notes and term loan pushed down to the guarantor subsidiaries.

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GOLDEN NUGGET, INC.
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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED
CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS
For the period from January 1, 2005 through September 26, 2005

	Predecessor Company			
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries	Total
Net revenues	<u>\$ —</u>	<u>\$ 186,781</u>	<u>\$ —</u>	<u>\$ 186,781</u>
Cost and expenses				
Casino-hotel operations	—	123,248	—	123,248
General and administrative	925	42,049	—	42,974
Depreciation and amortization	—	12,972	—	12,972
Total cost and expenses	<u>925</u>	<u>178,269</u>	<u>—</u>	<u>179,194</u>
Operating income	<u>(925)</u>	<u>8,512</u>	<u>—</u>	<u>7,587</u>
Other income (expense)				
Equity in loss of joint venture	—	(826)	—	(826)
Equity in income (loss) of subsidiaries	8,190	—	(8,190)(a)	—
Interest expense, net	(13,279)	—	—	(13,279)
Gain (loss) on disposal of Fixed Assets	—	504	—	504
Interest expense associated with pushed down indebtedness	—	(13,279)	13,279(b)	—
Total other income (expense)	<u>(5,089)</u>	<u>(13,601)</u>	<u>5,089</u>	<u>(13,601)</u>
Income (loss) before income taxes	(6,014)	(5,089)	5,089	(6,014)
Provision for income taxes	—	—	—	—
Net income (loss)	<u>\$ (6,014)</u>	<u>\$ (5,089)</u>	<u>\$ 5,089</u>	<u>\$ (6,014)</u>

(a) To eliminate equity in the income of subsidiaries in consolidation.

(b) To eliminate interest expense on the notes and term loan pushed down to the guarantor subsidiaries.

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CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS
For the period from July 1, 2005 through September 26, 2005

	Predecessor Company		
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries
	\$	\$	\$
Net revenues	—	56,062	—
Cost and expenses			
Casino-hotel operations	—	38,569	—
General and administrative	412	13,649	—
Depreciation and amortization	—	4,076	—
Total cost and expenses	412	56,294	—
Operating income	(412)	(232)	—
Other income (expense)			
Equity in loss of joint venture	—	(312)	—
Equity in income (loss) of subsidiaries	(534)	—	534(a)
Interest expense, net	(4,206)	(1)	—
Gain (loss) on a disposal of fixed assets	—	11	—
Interest expense associated with pushed down indebtedness	—	(4,206)	4,206(b)
Total other income (expense)	(4,740)	(4,508)	4,740
Income (loss) before income taxes	(5,152)	(4,740)	4,740
Provision for income taxes	—	—	—
Net income (loss)	<u>\$ (5,152)</u>	<u>\$ (4,740)</u>	<u>\$ 4,740</u>

(a) To eliminate equity in the income of subsidiaries in consolidation.

(b) To eliminate interest expense on the notes and term loan pushed down to the guarantor subsidiaries.

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the nine months ended September 30, 2006

	<u>Golden Nugget, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Consolidating/ Eliminating Entries</u>	<u>Total</u>
Cash flows from operating activities	\$ 11,386	\$ 14,814	\$ —	\$ 26,200
Cash flows from investing activities				
Property and equipment additions	—	(16,615)	—	(16,615)
Proceeds from sale of property and equipment	—	16	—	16
Contributions to joint venture	—	(704)	—	(704)
Net cash used in investing activities	<u>—</u>	<u>(17,303)</u>	<u>—</u>	<u>(17,303)</u>
Cash flows from financing activities				
Payments on term loan	—	—	—	—
Net borrowings (repayments) under revolving credit facility	(6,132)	—	—	(6,132)
Increase (decrease) in amounts due to affiliates	(5,254)	—	—	(5,254)
Net cash provided by financing activities	<u>(11,386)</u>	<u>—</u>	<u>—</u>	<u>(11,386)</u>
Net increase in cash and cash equivalents	—	(2,489)	—	(2,489)
Cash and cash equivalents, beginning of period	—	22,534	—	22,534
Cash and cash equivalents, end of period	<u>\$ —</u>	<u>\$ 20,045</u>	<u>\$ —</u>	<u>\$ 20,045</u>

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
For the period from January 1, 2005 through September 26, 2005

	Predecessor Company		
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries
Cash flows from operating activities	\$ 7,144	\$ 8,950	\$ —
Cash flows from investing activities			
Acquisition of property and equipment	—	(6,009)	—
Proceeds from the sale of equipment	—	1,157	—
Contributions to joint venture	—	(704)	—
Net cash used in investing activities	—	(5,556)	—
Cash flows from financing activities			
Payments on term loan	(2,100)	—	—
Net borrowings (repayments) under revolving credit facility	(7,065)	—	—
Additional contribution of equity from parent	3,000	—	—
Distributions to Parent	(979)	—	—
Net cash provided by financing activities	(7,144)	—	—
Net increase in cash and cash equivalents	—	3,394	—
Cash and cash equivalents, beginning of period	—	24,119	—
Cash and cash equivalents, end of period	\$ —	\$ 27,513	\$ —

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CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS
For the period from September 27, 2005 through September 30, 2005

	<u>Successor Company</u>		
	<u>Golden Nugget, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Consolidating/ Eliminating Entries</u>
Cash flows from operating activities	\$ —	\$ (2,082)	\$ —
Cash flows from investing activities			\$ (2,082)
Acquisition of property and equipment	—	(3)	(3)
Net cash used in investing activities	—	(3)	(3)
Cash flows from financing activities			
Payments on term loan	(16,500)	—	(16,500)
Net borrowings (repayments) under revolving credit facility	16,500	—	16,500
Net cash provided by financing activities	—	—	—
Net increase in cash and cash equivalents	—	(2,085)	(2,085)
Cash and cash equivalents, beginning of period	—	27,513	27,513
Cash and cash equivalents, end of period	\$ —	\$ 25,428	\$ 25,428

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GOLDEN NUGGET, INC.
(A WHOLLY OWNED SUBSIDIARY OF LANDRY'S RESTAURANTS, INC.)

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We own and operate the Golden Nugget—Las Vegas and the Golden Nugget—Laughlin hotel casinos. The following table sets forth information about each of the Golden Nugget properties as of September 30, 2006:

<u>Property</u>	<u>Casino</u>			<u>Hotel Rooms</u>
	<u>Slot Machines</u>	<u>Table Games</u>	<u>Space (sq. ft.)</u>	
Golden Nugget - Las Vegas	1,001	50	38,000	1,907
Golden Nugget - Laughlin	970	14	32,000	300
	<u>1,971</u>	<u>64</u>	<u>70,000</u>	<u>2,207</u>

We believe that the Golden Nugget brand name is one of the most recognized in the gaming industry and we expect to continue to capitalize on the strong name recognition and high level of quality and value associated with it. Our business strategy is to create the best possible gaming, hospitality, and entertainment experience for our customers by providing a combination of comfortable and attractive surroundings with attentive service from friendly experienced employees. We target out-of-town customers at both of our properties while also catering to the local customer base. We believe that the Golden Nugget—Las Vegas is the leading downtown destination for out-of-town customers. The property offers the same complement of services as our Las Vegas Strip competitors, but we believe that our customers prefer the boutique experience we offer and the downtown environment. We emphasize the property's wide selection of high-quality amenities to complement guests' gaming experience and provide a luxury room product and personalized services at an attractive value. At the Golden Nugget—Laughlin, we focus on providing a high level of customer service, a quality dining experience at an appealing value, a slot product with highly competitive pay tables and a superior player rewards program.

We also have an investment in the Fremont Street Experience, LLC, the entity which owns and operates the Fremont Street Experience ("FSE"). FSE is a unique entertainment attraction located in the center of downtown Las Vegas on Fremont Street, where the Golden Nugget—Las Vegas is located.

Following the acquisition described below, we initiated an extensive renovation program which includes upgrading the porte cochere, race and sports book area, poker room, pool area, lobby, lounge, buffet, showroom and public areas. In addition, we have added a new VIP check-in area, Vic and Anthony's Steakhouse, and Grotto Italian Restaurant. We anticipate completing the majority of the renovations in 2006.

The gaming industry is intensely competitive and affected by changes in consumer tastes and by national, regional and local economic conditions and demographic trends. The performance of the individual casinos may be affected by factors such as: traffic patterns, demographic considerations, marketing, weather conditions, and the type, number and location of competing casinos.

Recent Developments*Purchase of Golden Nugget, Inc.*

On September 27, 2005, Landry's completed the acquisition of the capital stock of Golden Nugget, Inc. ("Golden Nugget"), including \$27.5 million in cash, for \$163.0 million plus the assumption of \$155.0 million of senior secured notes due 2011 and \$27.0 million in bank debt. Based on this event, we have reported operating results and financial position for all periods presented from January 1, 2005 through September 26, 2005 as those of the Predecessor Company and for all periods from and after September 27, 2005 as those of the Successor Company. Each period has a different basis of accounting and as a result they are not comparable. For purposes of presenting a comparison of our 2006 results to prior periods, we have presented our 2005 results as the mathematical addition of the Predecessor Company and Successor Company periods. We believe that this presentation provides the most meaningful information about our results of operations. This approach is not consistent with GAAP, may yield results that are not strictly comparable on a period to period basis, and may not reflect the actual results we would have achieved.

Seasonality and Quarterly Results

Historically, the financial performance and revenues of the Golden Nugget properties are higher during the first and fourth quarters of each year. Accordingly, our results of operations are expected to fluctuate from quarter to quarter, and the results for any fiscal quarter may not be indicative of results for future fiscal quarters.

Results of Operations

Three months ended September 30, 2006 Compared to Three months ended September 30, 2005

Net revenues for the three months ended September 30, 2006 were \$51.4 million, a decrease of \$7.3 million, or 12.5% compared to the three months ended September 30, 2005. The decrease in net revenues was primarily attributable to decreases in casino revenues and food and beverage revenues offset by a decrease in promotional allowances. These decreases in revenues were more than offset by the positive impact of reducing casino, food and beverage, and general and administrative expenses as well as cost savings from lower interest rates on outstanding debt. Overall, net income increased to \$0.9 million in the three months ended September 30, 2006 compared to a loss of \$5.1 million in the three months ended September 30, 2005.

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Revenues

Casino revenues during the three months ended September 30, 2006 totaled \$33.8 million, a decrease of \$4.7 million or 12.2% over the three months ended September 30, 2005. The decline is primarily the result of changes in table game limits and credit policy which reduced table games drop as well as a decline in slot play which reduced overall slot win in the three months ended September 30, 2006 compared to the three months ended September 30, 2005. Casino revenues were also adversely impacted by the disruption resulting from the renovation.

Room revenues increased 0.8% during the three months ended September 30, 2006 to \$13.0 million. This increase is primarily the result of an increase in the average daily rate. This increase was offset by reduced hotel occupancy due to the disruption arising from the renovation.

Food and beverage revenues decreased \$4.4 million or 32.8% during the three months ended September 30, 2006 compared to the three months ended September 30, 2005. This decrease is attributed to fewer available restaurants as a result of restaurant renovations and closures subsequent to the acquisition as well as upgrading certain restaurants to Landry's operated concepts.

Promotional allowances provided to gaming patrons decreased \$1.8 million to \$6.8 million for the three months ended September 30, 2006 compared to the three months ended September 30, 2005. This decrease is primarily related to the decrease in casino revenues associated with the change in table game limits and credit policy as well as the decreased slot play compared to the prior year period.

Operating Expenses

Casino operating expenses for the three months ended September 30, 2006 totaled \$19.4 million compared to \$23.4 million for the three months ended September 30, 2005. The decrease is primarily due to decreases in gaming taxes, payroll expenses, and casino marketing expenses.

Food and beverage expenses for the three months ended September 30, 2006 were \$5.5 million compared to \$8.9 million for the three months ended September 30, 2005. The decrease is due to lower costs associated with operating fewer restaurants.

General and administrative expenses for the three months ended September 30, 2006 were \$12.2 million, or 23.6% of net revenues, compared to \$14.5 million, or 24.7% of net revenues for the three months ended September 30, 2005. The decrease in general and administrative expenses is primarily attributed to reductions in payroll expense and reduced bad debt allowance associated with better than anticipated collections of casino receivables.

Other Income and Expense

Other income and expense consists principally of interest expense on the senior notes and the credit facility and our equity in the loss of FSE. Interest expense decreased \$0.9 million in the three months ended September 30, 2006 to \$3.5 million compared to \$4.4 million in three months ended September 30, 2005 as a result of lower average borrowings and a lower average interest rate from amending the credit facility. FSE is primarily designed to increase visitation to downtown Las Vegas and it is expected to continue to incur losses. Golden Nugget - Las Vegas has a 17.65% interest in FSE, consistent throughout 2005 and 2006.

Income Taxes

The provision for income taxes for the three months ended September 30, 2006 was \$0.35 million or 29.0%. Prior to the acquisition by Landry's, Golden Nugget and its subsidiaries were a qualified sub chapter S corporation and as a result, the owners were taxed on income at a personal level not at the corporate level.

Nine months ended September 30, 2006 Compared to Nine months ended September 30, 2005

Net revenues for the nine months ended September 30, 2006 were \$170.2 million, a decrease of \$19.3 million, or 10.2% over the nine months ended September 30, 2005. The decrease in net revenues was primarily attributable to decreases in casino revenues and food and beverage revenues offset by a decrease in promotional allowances as well as an increase in rooms revenue.

Overall, net income increased to \$11.1 million in the nine months ended September 30, 2006 compared to a loss of \$5.9 million in the nine months ended September 30, 2005.

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Revenues

Casino revenues during the nine months ended September 30, 2006 totaled \$111.2 million, a decrease of \$12.1 million or 9.8% over the nine months ended September 30, 2005. The decline is primarily the result of changes in table game limits and credit policy which reduced table games drop, as well as a decline in slot play which reduced overall slot win in the nine months ended September 30, 2006. Casino revenues were adversely impacted by the disruption resulting from the Golden Nugget—Las Vegas renovation.

Room revenues increased 2.5% in the nine months ended September 30, 2006 to \$42.8 million. This increase is primarily the result of higher average daily rates.

Food and beverage revenues decreased \$12.8 million or 30.2% in the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005. This decrease is attributed to fewer available restaurants resulting from restaurant renovations and closures subsequent to the acquisition as well as upgrading certain restaurants to Landry's operated concepts.

Promotional allowances provided to gaming patrons decreased \$5.8 million to \$20.5 million in the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005. This decrease is primarily related to the decrease in casino revenues associated with the change in table game limits and credit policy as well as the decreased slot play.

Operating Expenses

Casino operating expenses for the nine months ended September 30, 2006 totaled \$59.7 million compared to \$73.6 million for the nine months ended September 30, 2005. The decrease is primarily due to decreases in gaming taxes, payroll expenses, and casino marketing expenses.

Food and Beverage expense decreased \$9.3 million for the nine months ended September 30, 2006. The decrease is attributable to lower costs associated with operating fewer restaurants.

General and administrative expenses for the nine months ended September 30, 2006 were \$36.4 million or 21.3% of net revenues, compared to \$43.4 million or 22.9% of net revenues for the nine months ended September 30, 2005. The decrease in general and administrative expenses is primarily attributed to reductions in payroll expense and reduced bad debt allowance associated with better than anticipated collections of casino receivables.

Other Income and Expense

Other income and expense consists principally of interest expense on the senior notes and the credit facility and the equity in the loss of our joint venture investment in FSE. Interest expense decreased \$2.9 million in the nine months ended September 30, 2006 to \$10.6 million compared to \$13.5 million in nine months ended September 30, 2005 as a result of lower average borrowings and a lower average interest rate that resulted from amending the credit facility. The joint venture is primarily designed to increase visitation to downtown Las Vegas and it is expected to continue to incur losses. Golden Nugget—Las Vegas has a 17.65% interest in FSE, consistent throughout 2005 and 2006.

Income Taxes

The provision for income taxes for the nine months ended September 30, 2006 was \$5.8 million or 34.2%. Prior to the acquisition by Landry's, we were a qualified sub chapter S corporation and as a result, the owners were taxed on the income at a personal level not at the corporate level.

Liquidity and Capital Resources

In connection with the acquisition, we entered into an amended loan and security agreement whereby the remaining balance of the existing term loan plus accrued interest was repaid; the existing revolving credit facility was increased to \$43.0 million; certain financial covenants were adjusted; and the financing spread was reduced to Libor plus 1.75% or the bank's base rate plus 0.75% as of September 30, 2006, plus a commitment fee. The financing spread and commitment fee increases or decreases based on a financial leverage ratio as defined in the credit agreement.

At September 30, 2006, we had cash and cash equivalents of \$20.0 million, approximately \$16.0 million outstanding under our revolving credit facility, and \$2.5 million drawn under letters of credit with remaining availability under the credit facility of approximately \$24.5 million.

We anticipate capital expenditures associated with the Golden Nugget – Las Vegas renovation to approximate \$90.1 million in 2006, with additional expenditures for an expansion in 2007. As of September 30, 2006, we have spent \$16.6 million for capital expenditures in connection with the renovation in the current year. Our Parent has expended approximately \$43.6 million for in progress construction related to the renovation which may be transferred, contributed or leased to us upon completion.

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We believe our existing cash on hand, cash flow from operations and funds available under our existing bank credit facility will be sufficient to fund operations and maintain existing properties, while incremental funding will be necessary to complete the planned renovation and expansion. The amount of such incremental funding is dependent on, among other things, future cash flows, debt service requirements and additional capital investment activity.

We believe our Parent has capacity under its credit agreements to fund a significant portion of the anticipated expenditures and that we will be able to access additional sources of capital for any remaining funding requirements; however, there can be no assurances such funds will be available, and if so, on terms acceptable to us.

Critical Accounting Policies

Revenue Recognition. Casino revenues represent the net win from gaming activities, which is the difference between gaming wins and losses. Hotel and other revenues are recognized at the time the related service is performed.

Property and Equipment. At September 30, 2006, we had approximately \$339.5 million of net property and equipment recorded on our balance sheet. We depreciate our assets on a straight-line basis over their estimated useful lives. The estimate of the useful lives is based on the nature of the asset as well as our current operating strategy. Future events, such as property expansions, new competition and new regulations, could result in a change in the manner in which we use certain assets, which could require a change in the estimated useful lives of such assets. In assessing the recoverability of the carrying value of property and equipment, we must make assumptions regarding estimated future cash flows and other factors. If these estimates or the related assumptions change in the future, we may be required to record impairment charges for these assets.

Slot Club Liability. We offer a program whereby participants can accumulate points for casino wagering that can currently be redeemed for cash, lodging, food and beverages and merchandise. A liability is recorded for the estimate of unredeemed points based upon redemption history at our casinos. Changes in the program, increases in membership and changes in the redemption patterns of the participants can impact this liability.

Self-Insurance. We are self-insured to certain limits for costs associated with workers compensation, general liability, and employee medical claims. Estimated costs to settle unpaid claims and estimated incurred but not reported claims are included in Other Accrued Liabilities based on historical results and projected trends.

ITEM 4. DISCLOSURE CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the last fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings - None.

Item 5. Other Information - None.

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Item 6. Exhibits

- No. 31.1 - Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- No. 31.2 - Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- No. 32 - Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Golden Nugget, Inc.,
Registrant

/s/ Tilman J. Fertitta

Tilman J. Fertitta
Chairman of the Board of Directors,
President and Chief Executive Officer for
Registrant and Landry's Restaurants, Inc.
(Principal Executive Officer)

/s/ Rick H. Liem

Rick H. Liem
Senior Vice President and
Chief Financial Officer for Registrant and
Landry's Restaurants, Inc.
(Principal Financial and Accounting Officer)

Dated: November 14, 2006

EXHIBIT C



Landry's History

While Landry's, Inc. has cemented itself as America's biggest dining, hospitality and entertainment company, that doesn't tell the entire story of our dramatic growth. Our portfolio includes over 35,000 employees at more than 300 properties, with hotels, casinos, resort destinations, restaurants and amusements. Landry's has come a long way in three decades - and we don't plan on slowing down any time soon.

First Steps

Landry's successes have multiplied rapidly since Chairman of the Board, President and CEO Tilman J. Fertitta bought his first two restaurants. Fertitta is a prominent Houston entrepreneur who grew up peeling shrimp and waiting tables at his father's surfside eatery in Galveston, Texas.

He was a partner in the first [Landry's Seafood House Restaurant](#), which opened in 1980 in Katy, Texas, and the slightly more upscale [Willie G's Seafood & Steak House](#) that opened a year later in nearby Houston. He acquired controlling interest of both restaurants in 1986.

As economic times grew pressing around the country, banks were failing and businesses were struggling to pay their creditors. But Fertitta envisioned a national chain of Gulf Coast-style seafood restaurants that welcomed patrons with a casual, authentic and entertaining atmosphere. He created an expansion plan and stuck with it in spite of adversity.

Building the Company

Landry's Seafood House first expanded to Galveston, where its signature marquee, energetic atmosphere and great food and service made it an instant success. Soon, the chain was operating across Texas in San Antonio, Corpus Christi, Austin and Dallas. With great reviews and lines of customers, the Company grew from 2



In 1996, Landry's added the publicly traded [The Crab House Restaurants](#), founded in Miami in 1976, to its holdings. With its traditional East Coast flair, The Crab House was a perfect complement to Landry's other seafood restaurants.

Entertaining Even Bigger Ideas

The Company added turf to its surf in 1998 when it acquired [Cadillac Bar](#), a favorite Mexican restaurant and grill in Houston for more than 20 years. The same year, the Company completed the development of its first major specialty project, the 35-acre [Kemah Boardwalk](#). Located about 20 miles from Houston on the edge of Galveston Bay, the Boardwalk entertains about 3 million visitors a year. Its attractions include 10 themed restaurants, retail shops, a first class hotel, a water garden, a 400-slip marina, a train, the [Boardwalk FantaSea](#) charter yacht, amusement rides and midway games. Among the eateries is Landry's first Aquarium Restaurant, featuring a 50,000 gallon tank of tropical fish.

Landry's leapt further into the specialty realm in late 2000, when it acquired the world's premier themed restaurant concept, the publicly traded [Rainforest Cafe](#). The only full service restaurant concept operated in all Walt Disney theme parks worldwide, Rainforest Cafe offers customers a stimulating "Wild Place to Shop and Eat."

A Growing Recipe for Success

Growth accelerated in 2002, when Landry's acquired [Muer Seafood Restaurants](#), [Chart House](#) restaurants, and [Saltgrass Steak House](#). Muer Seafood Restaurants — located in unique, high profile and landmark locations across the nation — include Charley's Crab, Big Fish, Gandy Dancer, Grand Concourse and other fine establishments. The upscale Chart House restaurants are predominantly on the East and West coasts, in beautifully scenic locales. Saltgrass Steak House eateries throughout Texas recapture the flavor of the open campfire with char-grilled steaks, chicken and seafood. Also acquired with Saltgrass was [Babin's Seafood House](#), which added New Orleans flair to Landry's varied seafood restaurant concepts.

Making a Splash

In 2003, the Company opened the [Downtown Aquarium](#) — a 20-acre entertainment complex in Houston with a public aquarium, two restaurants, a bar, banquet facilities, amusement rides and midway games. The attractions include a 100,000 gallon, floor-to-ceiling centerpiece aquarium, the tallest cylindrical tank in North America and a 200,000 gallon shark tank. An [Aquarium Restaurant](#) has also been developed in Nashville.

More Aquarium excitement also landed in Denver, where Landry's redeveloped the 12-acre Ocean Journey complex into Downtown Aquarium Denver. This world-class attraction houses more than 500 species of aquatic life in a three story, one-million-gallon facility.

Rooms with a View

Galveston. Landry's is a major player in the Texas hospitality industry. The Company's master-planned redevelopment of Galveston's Seawall Boulevard — which includes the new [Galveston Island Convention Center](#) — will take tourism to a new level in the island city. The Company manages the Four Diamond [San Luis Resort, Spa and Conference Center](#) and the adjacent [Hilton Resort](#). Landry's acquired the [Holiday Inn on the Beach](#) in 2003.

experience.

Putting Our Signature on Dining

Landry's owns a number of exceptional individual restaurants, which is known as our Signature Group. These restaurants represent the best of the Landry's best, including Houston's most superb steak houses, [Vic & Anthony's](#) and [Brenner's Steakhouse](#), and the fine seafood restaurant [Pesce](#). In addition, [Willie G's](#) is known for its upscale atmosphere, as well as its delivery of the finest steak and seafood around. The Signature Group welcomes more than steaks and seafood, however. Both [Grotto](#) and [La Griglia](#) complete the menu with their remarkable, authentic Italian cuisine.

Entering a Golden Era

Landry's hit the jackpot in 2005 with the acquisition of the [Golden Nugget Hotel & Casinos](#) in Las Vegas and Laughlin, Nevada. The Golden Nugget Las Vegas is the only Nevada hotel to be the proud recipient of the AAA Four Diamond Award consecutively since 1977 and now features newly remodeled first class amenities such as a luxurious lobby and grand valet entrance, VIP Lounge, High-Limit Slot Salon, two story Spa Tower Suites and tranquil Spa and Salon. [Vic & Anthony's Steakhouse](#) offers world-class upscale dining and Lillie's Asian Cuisine features a fusion of Cantonese and Szechwan cuisines. At Golden Nugget Laughlin, which is uniquely located right on the banks of the Colorado River, Landry's added three restaurants — [Saltgrass Steak House](#), Joe's Crab Shack and [Harlow's](#), and upgraded the breathtaking river-view rooms.

Taking Entertainment to New Heights

The newly remodeled [Tower of the Americas](#), which Landry's reopened in summer 2006, offers the best views of San Antonio from 750 feet high. [Chart House](#), an upscale restaurant, seats 250 people and features magnificent views of the city, and a Texas-themed 4-D, multi-sensory theater takes visitors on a high-flying trip across the Lone Star State. The view, combined with top-notch catering, creates an event space like no other in San Antonio.

A Prehistoric Family Adventure

Another original venture for Landry's was [T-REX Cafe](#), which opened at the Legends at Village West in Kansas City, Kansas, in summer 2006. T-REX is an interactive attraction that features full-service dining and a retail store, including the opportunity to make a prehistoric friend through Build-A-Dino by Build A Bear Workshop. Designed with elements of water, fire and ice, this experience comes to life with bubbling geysers, animatronic dinosaurs, a real fossil dig site, paleontology lab activities, and an enthralling ice cave. Upon entering, visitors are transported into a prehistoric world filled with endless opportunities to educate and be entertained. Simply put, at T-REX, guests can Eat, Shop, Explore and Discover.

A Bold Direction

After going public in 1993 with a valuation of \$30 million, the company had grown to an astounding \$1.7 billion by 2011. In 2010, already being the majority shareholder, CEO Tilman Fertitta purchased all outstanding shares of stock and gained sole control and ownership of the company again. Now privately held, Landry's has again embarked on a journey with a new vision of the future which includes that same focus on development and growth that allowed us to prosper for the last several decades.

craft.

The Oceanaire Seafood Room. We hoisted our sails with [The Oceanaire](#) in 2010, bringing their 12 units from great spots such as Washington, D.C. and Boston into the fold. Although they boast national acclaim for unique, finely prepared dishes, The Oceanaire is known first and foremost for flying in the freshest seafood from around the world daily. Their menu changes each day to reflect this and their servers are practiced in educating diners about the best possible choices.

Bubba Gump Shrimp Co. When [Bubba Gump Shrimp Co.](#) became part of the Landry's family, we knew we were in for something special. As the only restaurant chain based on a major motion picture, Bubba Gump is remarkable in its own right, apart even from their fun atmosphere and memorable food. Their 36 locations span the entire globe, including popular tourist spots that attract families far and wide.

Claim Jumper. What started as a simple restaurant in 1977 has turned into a powerful Western chain with 37 wonderful locations. [Claim Jumper's](#) rustic atmosphere makes one feel right at home, offering diners hearty portions, comfortable food and a great selection of beverages. The varied menu sports everything from pizza to Certified Angus Beef ® and USDA Choice steaks.

Out with the Old, in with the Gold

In 2011, Landry's further expanded the illustrious [Golden Nugget Hotel & Casinos](#) brand by bringing it back to Atlantic City after a decades-long absence. Having purchased the Trump Marina, the former mainstay that was attached to the Frank S. Farley Marina, Landry's is in position to bring the Golden Nugget back with a bang through a series of astounding transformations and renovations, each more dramatic than the last. These stunning changes include [Vic & Anthony's](#), the 30th [Chart House](#) location, updated rooms and suites and a complete revamp of all the gaming rooms. Along with these updates, Landry's also added The Deck, a place to party out by the arena, as well as Red Room, an upscale nightclub. We are ready to make the Golden Nugget the hot spot in Atlantic City!

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EXHIBIT D



LANDRY'S AND GOLDEN NUGGET COMPLETE INVESTIGATION AND REPORT ON PAYMENT CARD INCIDENT

January 29, 2016

[California Residents, please view here](#)

Landry's, Inc. and Golden Nugget Hotels and Casinos (collectively "the Companies") value the relationship we have with our customers. Because we understand the importance of protecting payment card information, we have been working tirelessly to complete the previously announced payment card investigation. The investigation began immediately after we received a report in early December of suspicious activity regarding cards that had been legitimately used in some of our locations. We hired a leading cyber security firm to examine our payment card systems, implemented advanced payment processing solutions, and have been working with the payment card networks and law enforcement.

Findings from the investigation show that criminal attackers were able to install a program on payment card processing devices at certain of our restaurants, food and beverage outlets, spas, entertainment destinations, and managed properties. The program was designed to search for data from the magnetic stripe of payment cards that had been swiped (cardholder name, card number, expiration date and internal verification code) as the data was being routed through affected systems. Locations were affected at different times during one or both of the following periods: from May 4, 2014 through March 15, 2015 and from May 5, 2015 through December 3, 2015. In addition, the at-risk timeframe for a small percentage of locations includes the period from March 16, 2015 through May 4, 2015. To view all of our restaurants, hotels, casinos, entertainment destinations, and managed properties, [click here](#). For a list of only the affected locations and respective at-risk timeframes, [click here](#).

Enhanced security measures, including end-to-end encryption, have been implemented to prevent a similar issue from occurring in the future, and we continue to support law enforcement's investigation. We are also working closely with the payment card networks to identify potentially affected cards so that the card issuers can be made aware and initiate heightened monitoring of those accounts. For those customers we can identify as having used their card at an affected location during that location's at-risk window and for whom we have a mailing address or e-mail address, we will be mailing them a letter or sending them an e-mail.

If you used a payment card at an affected location during its at-risk window, we recommend that you remain vigilant to the possibility of fraud by reviewing your payment card statements for any unauthorized activity. You should immediately report any unauthorized charges to your card issuer because payment card rules generally provide that cardholders are not responsible for

unauthorized charges reported in a timely manner. The phone number to call is usually on the back of your payment card. Please see the section that follows this notice for additional steps you may take to protect your information.

Landry's and Golden Nugget regret any inconvenience or concern this may have caused. If you have any questions, please call (877) 238-2151 (U.S. and Canada), Monday thru Friday from 9:00 am to 7:00 pm EST.

MORE INFORMATION ON WAYS TO PROTECT YOURSELF

We recommend that you remain vigilant by reviewing your account statements and credit reports for any unauthorized activity. You may obtain a copy of your credit report, free of charge, once every 12 months from each of the three nationwide credit reporting companies. To order your annual free credit report, please visit www.annualcreditreport.com or call toll free at 1-877-322-8228. Contact information for the three nationwide credit reporting companies is as follows:

Equifax, PO Box 740256, Atlanta, GA 30374, www.equifax.com, 1-800-525-6285

Experian, PO Box 9554, Allen, TX 75013, www.experian.com, 1-888-397-3742

TransUnion, PO Box 2000, Chester, PA 19022-2000, www.transunion.com, 1-800-916-8800

If you believe you are the victim of identity theft or have reason to believe your personal information has been misused, you should immediately contact the Federal Trade Commission and/or the Attorney General's office in your state. Contact information for the Federal Trade Commission is as follows:

Federal Trade Commission, Consumer Response Center, 600 Pennsylvania Avenue, NW
Washington, DC 20580, 1-877-IDTHEFT (438-4338), www.ftc.gov/idtheft

You can obtain information from these sources about steps an individual can take to avoid identity theft as well as information about fraud alerts and security freezes. You should also contact your local law enforcement authorities and file a police report. Obtain a copy of the police report in case you are asked to provide copies to creditors to correct your records.

If you are a resident of Maryland, you may contact the Maryland Attorney General's Office at 200 St. Paul Place, Baltimore, MD 21202, www.oag.state.md.us, 1-888-743-0023.

If you are a resident of Massachusetts, note that pursuant to Massachusetts law, you have the right to obtain a copy of any police report.

Massachusetts law also allows consumers to request a security freeze. A security freeze prohibits a credit reporting agency from releasing any information from your credit report without written authorization. Be aware that placing a security freeze on your credit report may delay, interfere with, or prevent the timely approval of any requests you make for new loans, credit mortgages, employment, housing, or other services.

The fee for placing a security freeze on a credit report is \$5.00. If you are a victim of identity theft and submit a valid investigative report or complaint with a law enforcement agency, the fee will be waived. In all other instances, a credit reporting agency may charge you up to \$5.00 each to place, temporarily lift, or permanently remove a security freeze. If you have not been a victim of

identity theft, you will need to include payment to the credit reporting agency to place, lift, or remove a security freeze by check, money order, or credit card.

To place a security freeze on your credit report, you must send a written request to each of the three major reporting agencies by regular, certified, or overnight mail at the addresses below:

Equifax, PO Box 740256, Atlanta, GA 30374, www.equifax.com, 1-800-525-6285

Experian, PO Box 9554, Allen, TX 75013, www.experian.com, 1-888-397-3742

TransUnion, PO Box 2000, Chester, PA 19022-2000, www.transunion.com, 1-800-680-7289

In order to request a security freeze, you will need to provide the following information:

1. Your full name (including middle initial as well as Jr., Sr., II, III, etc.)
2. Social Security number
3. Date of birth
4. If you have moved in the past five (5) years, provide the addresses where you have lived over the prior five years
5. Proof of current address such as a current utility bill or telephone bill
6. A legible photocopy of a government issued identification card (state driver's license or ID card, military identification, etc.)
7. If you are a victim of identity theft, include a copy of the police report, investigative report, or complaint to a law enforcement agency concerning identity theft

The credit reporting agencies have three (3) business days after receiving your request to place a security freeze on your credit report. The credit bureaus must also send written confirmation to you within five (5) business days and provide you with a unique personal identification number ("PIN") or password or both that can be used by you to authorize the removal or lifting of the security freeze.

To lift the security freeze in order to allow a specific entity or individual access to your credit report, you must call or send a written request to the credit reporting agencies by mail and include proper identification (name, address, and Social Security number) and the PIN number or password provided to you when you placed the security freeze as well as the identity of those entities or individuals you would like to receive your credit report or the specific period of time you want the credit report available. The credit reporting agencies have three (3) business days after receiving your request to lift the security freeze for those identified entities or for the specified period of time.

To remove the security freeze, you must send a written request to each of the three credit bureaus by mail and include proper identification (name, address, and Social Security number) and the PIN number or password provided to you when you placed the security freeze. The credit bureaus have three (3) business days after receiving your request to remove the security freeze.

If you are a resident of North Carolina, you may contact the North Carolina Attorney General's Office at 9001 Mail Service Center, Raleigh, NC 27699, www.ncdoj.gov, 1-919-716-6400.

If you are a resident of West Virginia, you also have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get

credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling one of the three nationwide consumer reporting agencies. Contact information for each of the three credit reporting agencies is as follows:

Equifax, PO Box 740256, Atlanta, GA 30374, www.equifax.com, 1-800-525-6285

Experian, PO Box 9554, Allen, TX 75013, www.experian.com, 1-888-397-3742

TransUnion, PO Box 2000, Chester, PA 19022-2000, www.transunion.com, 1-800-680-7289

As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file. You may choose between two types of fraud alert. An initial alert (Initial Security Alert) stays in your file for at least 90 days. An extended alert (Extended Fraud Victim Alert) stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.ftc.gov/idtheft/.

You may also obtain a security freeze on your credit report to protect your privacy and ensure that credit is not granted in your name without your knowledge. You have a right to place a security freeze on your credit report pursuant to West Virginia law. The security freeze will prohibit a consumer reporting agency from releasing any information in your credit report without your express authorization or approval.

The security freeze is designed to prevent credit, loans and services from being approved in your name without your consent. When you place a security freeze on your credit report, within five business days you will be provided a unique personal identification number ("PIN") or password to use if you choose to remove the freeze on your credit report or to temporarily authorize the distribution of your credit report for a period of time after the freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

- (1) The unique personal identification number ("PIN") or password provided by the consumer reporting agency;
- (2) Proper identification to verify your identity; and
- (3) The period of time for which the report shall be available to users of the credit report.

A consumer reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, a few days before actually applying for new credit.

**UPDATED**

Find an affected location and its at-risk timeframe by clicking one of the below:

[Aquarium](#)[Babin's](#)[Big Fish](#)[Brenner's](#)[Bubba Gump Shrimp](#)[Cadillac Bar](#)[Capis Italian Kitchen](#)[Charlie's Crab](#)[Chart House](#)[Claim Jumper](#)[Company Store](#)[Fish Tales](#)[Fisherman's Wharf](#)[Flying Dutchman](#)[Galveston Convention Center](#)

Gandy Dancer

Golden Nugget Laughlin

NV

Location	City	State	Dates Affected
Golden Nugget Laughlin -All Retail Areas***	Laughlin	NV	5/8/2014 to 1/27/2015
Golden Nugget - Banquets	Laughlin	NV	5/5/2014 to 6/4/2014
Golden Nugget - Gold Diggers	Laughlin	NV	5/5/2014 to 3/14/2015; 5/8/2015 to 12/3/2015
Starbucks Golden Nugget Laughlin	Laughlin	NV	5/5/2014 to 5/20/2014
Golden Nugget - Deli	Laughlin	NV	5/5/2014 to 6/4/2014

Golden Nugget Atlantic City

Golden Nugget Biloxi

Golden Nugget Lake Charles

Golden Nugget Las Vegas

Grand Concourse

Grotto

Kemah Boardwalk

La Griglia

Landry's Seafood

Mai Tai Bar

Mastro's

McCormick & Schmick's

Meriwether's

Mitchell's Fish Market

Morton's

Oceanaire Seafood Room

Peohe's

Pleasure Pier

Rainforest Cafe

River Crab

Rusty Pelican

Saltgrass

San Luis Resort

SHe

Simms

Westin

Tower Of Americas

Trevi's

T-Rex

Vic & Anthony's

Willie G's

Yak and Yeti's

**Because this location closed before the investigation began, systems from the location were not available to examine. Thus, although we are listing the date that this location closed, we have not been able to determine if it was affected by this incident any time before it closed.*

***Findings from the investigation are inconclusive to determine whether this location was affected.*

****Location/Updated*

EXHIBIT E

1 IQBAL LAW PLLC
2 Mohamed A. Iqbal, Jr. (NSB #10623)
3 Christopher Mathews (NSB #10674)
4 101 Convention Center Dr., Suite 1175
5 Las Vegas, Nevada 89109
6 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
7 mai@ilawlv.com cxm@ilawlv.com
8 *Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown*

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

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

10 Plaintiffs,

11 vs.

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

18 Defendants.

19 AND ASSOCIATED CASES

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

**PLAINTIFFS JOE N. BROWN'S AND
NETTIE J. BROWN'S FIRST SET OF
INTERROGATORIES TO DEFENDANT
LANDRY'S, INC.**

20 **TO: Defendant LANDRY'S, INC.; and**

21 **TO: LEE J. GRANT II, its counsel of record:**

22 Plaintiffs Joe N. Brown and Nettie J. Brown, pursuant to Nevada Rules of Civil
23 Procedure ("NRCP") 26 and 33, propound the following interrogatories to Defendant Landry's,
24 Inc. Please answer each of the following interrogatories separately, fully, in writing, and under
25 oath. The answers are to be signed by you and must be served within thirty (30) calendar days
26 after being served.

27 If you object to any interrogatory, you must explain your objection with particularity, and
28 list all factual and legal support for your objection. If you object to answering any part of any
interrogatory, specify the part to which you object, and answer the remainder.

PLAINTIFFS' FIRST SET OF INTERROGATORIES

1 of 5

JNB00154

1 Each interrogatory not only calls for your knowledge, but also for all knowledge that is
2 available to you through reasonable inquiry, including by your representatives and attorney.

3 These interrogatories are continuing, requiring prompt supplemental answers if further
4 events occur or if further information is obtained, developed, or disclosed between the time these
5 interrogatories are first answered and the time of adjudication.

6 **DEFINITIONS**

7 1. "DOCUMENT" or "DOCUMENTS" means any writing or writings as defined by NRC
8 34 and includes writings, drawings, graphs, charts, photographs, audio recordings, and
9 other data compilations from which information can be obtained and/or translated, if
10 necessary, by the responding party through detection devices into reasonably usable
11 form. The terms "DOCUMENT" and "DOCUMENTS" include any comment or
12 notation appearing on any such writing and not part of the original text. A DOCUMENT
13 including such a comment or notation is considered a separate DOCUMENT.

14 "DOCUMENT" or "DOCUMENTS" refer to any document now or at any time in YOUR
15 possession, custody or control. A person is deemed in control of a DOCUMENT if the
16 person has any ownership, possession or custody of the DOCUMENT or the right to
17 secure the DOCUMENT or a copy thereof from any person or public or private entity
18 having physical possession thereof. "DOCUMENTS" shall not include exact duplicates
19 where originals are available, but shall include all copies different from originals in any
20 way by virtue of any writings, notations, symbols, characters, impressions, or any marks
21 thereon in any form.

22 2. "WRITINGS" and "RECORDINGS" as defined by NRS 52.225, mean ANY letters,
23 words, or numbers, or their equivalent, set down by handwriting, typewriting, printing,
24 photostating, photographing, magnetic impulse, mechanical or electronic recording, or
25 other form of data compilation.

26 3. The terms "YOU" and "YOUR" mean Defendant LANDRY'S, INC.
27

4. A reference to a "PERSON" or "PEOPLE" includes any individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity responsive to the description in the request, and includes all of that person's principals, employees, agents, attorneys, consultants and other representatives.
5. To "DESCRIBE" means to relate in detail sufficient to distinguish the method, procedure, person, place, or thing from all other similar methods, procedures, persons, places, or things.
6. With respect to a PERSON (which term includes any individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity responsive to the description in the request), the term "IDENTIFY" and "STATE THE IDENTITY OF" mean to set forth the following information:
 - a. The name or names of the PERSON requested;
 - b. That PERSON's name, address, or other contact information; and
 - c. Any other descriptive information necessary in order to adequately describe that PERSON or those people.
7. The terms "AND" and "OR" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of the request.
8. The terms "ALL," "ANY," and "EACH" encompass any and all of the matter discussed.
9. The use of singular form includes plural and vice versa.
10. The use of present tense includes past tense, and vice versa.

INTERROGATORIES

INTERROGATORY NO. 1: If YOUR answer to Request for Admission No. 1 of Plaintiffs' First Set of Requests for Admissions to Defendant Landry's Inc. was anything other than an unqualified admission, DESCRIBE the process by which YOU divested YOURSELF of

ownership of Golden Nugget, Inc., including without limitation the dates the divestiture took place and the PERSON to whom you divested such ownership.

INTERROGATORY NO. 2: DESCRIBE each of YOUR “sporadic contacts” with the State of Nevada referenced in Defendants’ Reply in Support of Motion to Dismiss at 4:16-18, from May 12, 2010, to the present.

INTERROGATORY NO. 3: DESCRIBE the process by which you obtained permission to add restaurants to, and upgrade the river-view rooms in, the Golden Nugget Laughlin, as described in YOUR company website on January 14, 2012.

INTERROGATORY NO. 4: DESCRIBE the process by you obtained permission to implement “enhanced security measures, including end-to-end encryption” at the Golden Nugget Laughlin as described in YOUR company website on January 29, 2016, including without limitation the banquet service, deli, Gold Diggers nightclub, and Starbucks.

INTERROGATORY NO. 5: DESCRIBE any change to the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada, which YOU authorized from September 27, 2005, to the present.

INTERROGATORY NO. 6: IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning ten per cent (10%) or more of YOUR stock.

Dated April 19, 2017.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal

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

Christopher Mathews (NSB #10674)

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

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 19th day of April, 2017 I caused to be served a true and correct copy of foregoing **PLAINTIFFS**
4 **JOE N. BROWN'S AND NETTIE J. BROWN'S FIRST SET OF INTERROGATORIES**
5 **TO DEFENDANT LANDRY'S, INC.** in the following manner:
6

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

11 **Grant & Associates**

12 Contact	Email
13 Diana Smith	diana.smith@aig.com
14 Lee Grant	lee.grant@aig.com
15 Shannon Jory	shannon.jory@aig.com
16 Sydney Basham	sydney.basham@aig.com
17 Annalisa Grant	annalisa.grant@aig.com

18 **Rogers Mastrangelo Carvalho & Mitchell**
19 **Margarita Moreno**

rmcmfiling@rmcmlaw.com

20
21 /s/ Heather M. Caliguire
22 An employee of IQBAL LAW PLLC
23
24
25
26
27

RSPN
ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
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Annalisa.Grant@aig.com

Attorney for Defendant,
LANDRY'S, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

JOE N. BROWN, an individual, and his Wife,) **CASE NO.: A-16-739887-C**
NETTIE J. BROWN, an individual,) **DEPT. NO.: XXXI**
Plaintiffs,)
vs.) **DEFENDANT LANDRY'S, INC.'S**
LANDRY'S, INC., a foreign corporation;) **RESPONSES TO PLAINTIFFS' FIRST**
GOLDEN NUGGET, INC. a Nevada) **SET OF INTERROGATORIES**
corporation, d/b/a GOLDEN NUGGET)
LAUGHLIN; GNL, CORP., a Nevada)
corporation; DOE INDIVIDUALS 1-100,)
ROE BUSINESS ENTITIES 1-100,)
Defendants.)

COMES NOW, Defendant LANDRY'S, INC. (hereinafter "Defendant"), by and through
its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, and
pursuant to Rule 33, of the Nevada Rules of Civil Procedure, hereby submits its responses to
Plaintiffs' First Set of Interrogatories as follows:

GENERAL OBJECTIONS

1. This responding party objects to the Definitions and Instructions contained in
Plaintiff's First Set of Interrogatories to the extent they are inconsistent with or purport to
impose requirements for discovery that exceed the requirements of the Nevada Rules of Civil
Procedure and to the extent that such Definitions and Instructions are unduly vague and
indefinite.

///

2. This responding party objects to each Interrogatory to the extent it calls for the production for privileged information, including information protected by the attorney-client privilege, investigative privilege, consulting expert exemption, documents containing work product and documents prepared in anticipation of litigation or trial, as well as information contained within documents covered by the joint defense privilege. This responding party further objects to each interrogatory to the extent it seeks the disclosure of the identities of, or any work generated by non-testifying consulting experts retained by or at the direction of this responding party's attorneys in anticipation of preparation for this and/or other threatened or pending litigation arising out of the subject property, or in connection with the rendering of legal advice to this responding party. The restatement of any specific objection in the context of these responses shall not be construed to imply waiver of any unstated privilege objections addressed by this General Objection, or any other applicable privilege or exemption from discovery and the counterparts under the laws of any other jurisdiction that may be applicable.

3. This responding party objects to each Interrogatory to the extent that it seeks to impose a burden upon this responding party to search for documents or information in the possession, custody or control of entities other than this responding party for the reason that such is overly broad and beyond the scope of discovery allowed by the Nevada Rules of Civil Procedure. This responding party also objects to any effort to require it to search for documents or information in the possession, custody or control of unnamed entities other than this responding party, including but not limited to information in the possession, custody or control of public entities, for the reason that such is unduly burdensome, expensive, harassing and beyond the obligations imposed by the Nevada Rules of Civil Procedure.

4. This responding party objects to each Interrogatory to the extent it is overly broad, burdensome and oppressive, and seeks information neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. This responding party has performed a reasonable inquiry in search of information as required by the Nevada Rules of Civil Procedure and had made every reasonable effort to locate the information described herein, which effort has been made in good faith. This responding party cannot affirm, however, that all such information has been supplied. Although this responding party believes that all such information has been produced that is within this responding party possession and/or control, this responding party will supplement its responses in accordance with the applicable discovery rules in the event that this responding party discovers that it has inadvertently failed to provide information within its responses to these Interrogatories.

5. This responding party objects to each Interrogatory that uses language such as "each and every" or similar broad language. Such Interrogatories are onerous, burdensome, harassing, prejudicial and overly broad. Each Interrogatory asking "any" and "all" or "each and every" is objectionable and such an inquiry is, in essence, a request for evidence, and not discoverable information. Moreover, this responding party has no possible means of making all-encompassing identifications that such a broadly worded request requires.

6. This responding party is conducting a thorough and reasonable search of its records for information that may be responsive to Plaintiff's Interrogatories and is also contacting those persons who have knowledge of the location and/or existence of information that may be responsive. To the extent that Plaintiffs' Interrogatories or any portion thereof seek to require this responding party to take any actions other than those enumerated above, this

1 responding party objects to said request on the grounds that it is unduly burdensome and
2 oppressive and imposes obligations upon this responding party beyond those imposed by the
Nevada Rules of Civil Procedure.

3 7. Answers made herein are made solely for the purposes of this responding party's
4 responses to Plaintiff's First Set of Interrogatories. Each answer is subject to all objections as to
5 competence, relevance, materiality, propriety, admissibility, and all other objections and ground
6 to which the same statement would be subject if delivered through live testimony in court. All
7 such objections and grounds are expressly reserved by this responding party and may be
interposed at the time of trial or in conjunction with other uses of these responses or the material
produced, except as explicitly stated.

8 For any inspection and production that occurs in this case, this responding party
9 specifically reserves the right to certain maintained privilege objections as to any privileged
10 information that may be inadvertently produced in response to Plaintiff's Interrogatories.
Further, this responding party expects that Plaintiff and Plaintiff's counsel will return any
11 inadvertently produced document containing attorney-client communications, attorney work
product, or otherwise privileged information immediately.

12 **INTERROGATORY NO. 1:**

13 If YOUR answer to Request for Admission No. 1 of the Plaintiffs' First Set of Requests
14 for Admissions to Defendant Landry's Inc. was anything other than an unqualified admission,
15 DESCRIBE the process by which YOU divested YOURSELF of ownership of Golden Nugget,
16 Inc., including without limitation the dates the divestiture took place and the PERSON to whom
17 you divested such ownership.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
20 incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks confidential and
21 proprietary information and not reasonably calculated to lead to the discovery of admissible
22 evidence. OBJECTION: This Interrogatory seeks to discovery information protected by the
23 attorney/client privilege and/or the work product doctrine.

24 Subject to and without waiving the foregoing objections, this answering Defendant
25 responds as follows: On September 30, 2013, Landry's, Inc. declared a stock dividend
26 divesting of all of its shares in Landry's Gaming, Inc., including all of Landry's Gaming, Inc.'s
27 subsidiaries, which resulted in Fertitta Entertainment, Inc., owning all outstanding shares of
28

Landry's Gaming, Inc., and all of its subsidiaries. Since September 30, 2013, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, owns any percent of the outstanding ownership or membership interest in Landry's Gaming, Inc., Golden Nugget, Inc. or any of Golden Nugget, Inc.'s subsidiaries.

INTERROGATORY NO. 2:

DESCRIBE each of YOUR "sporadic contacts" with the State of Nevada referenced in Defendants' Reply in Support of Motion to Dismiss at 4:16-18, from May 12, 2010, to present.

RESPONSE TO INTERROGATORY NO. 2:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident and is not limited in time, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Landry's, Inc. itself has no direct contacts with Nevada other than to update its regulatory filings and/or activities by wholly owned subsidiaries.

INTERROGATORY NO. 3:

DESCRIBE the process by which you obtained permission to add restaurants to, and upgrade the river-view rooms, in, the Golden Nugget Laughlin, as described in YOUR company website on January 14, 2012.

RESPONSE TO INTERROGATORY NO. 3:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: As detailed in GNL, CORP.'s answer and discovery responses, GNL, CORP. is the entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada. Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, owns any percent of the outstanding ownership or membership interest in GNL, CORP. Furthermore, Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, operates or

1 controls GNL, CORP. Landry's, Inc.'s wholly owned subsidiaries operate restaurants inside the
2 casino.

3 **INTERROGATORY NO. 4:**

4 DESCRIBE the process by you obtained permission to implement "enhanced security
5 measures, including end-to-end encryption" at the Golden Nugget Laughlin as described in
6 YOUR company website on January 29, 2016, including without limitation the banquet service,
7 deli, Gold Diggers nightclub, and Starbucks.

8 **RESPONSE TO INTERROGATORY NO. 4:**

9 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
10 incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably
11 calculated to lead to the discovery of admissible evidence.

12 Subject to and without waiving the foregoing objections, this answering Defendant
13 responds as follows: As detailed in GNL, CORP.'s answer and discovery responses, GNL,
14 CORP. is the entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada.
15 Landry's, Inc., neither directly nor indirectly, through one or more of its subsidiaries, owns any
16 percent of the outstanding ownership or membership interest in GNL, CORP. Furthermore,
17 Landry's, Inc. neither directly nor indirectly, through one or more of its subsidiaries, operates or
18 controls GNL, CORP. Landry's, Inc.'s wholly owned subsidiaries operate restaurants inside the
19 casino.

20 **INTERROGATORY NO. 5:**

21 DESCRIBE any change to the Golden Nugget hotel, casino, and entertainment resort in
22 Laughlin, Nevada, which YOU authorized from September 27, 2005, to present.

23 **RESPONSE TO INTERROGATORY NO. 5:**

24 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
25 incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably
26 calculated to lead to the discovery of admissible evidence.

27 Subject to and without waiving the foregoing objections, this answering Defendant
28 responds as follows: From September 27, 2005 through September 30, 2013, GNL, CORP. was

1 a wholly owned subsidiary of Golden Nugget, Inc.; Golden Nugget, Inc. was a wholly owned
2 subsidiary of Landry's Gaming, Inc.; and Landry's Gaming, Inc. was a wholly owned
3 subsidiary of Landry's, Inc. As such, Landry's, Inc. did not authorize changes to the Golden
4 Nugget Laughlin hotel, casino and entertainment resort, but merely owned the outstanding stock
5 of parent company Landry's Gaming, Inc.

6 Furthermore, since September 30, 2013, Landry's, Inc. has neither directly nor
7 indirectly, through one or more of its subsidiaries, owned any percent of the outstanding
8 ownership or membership interest in GNL, CORP. As detailed in GNL, CORP.'s answer and
9 discovery responses, GNL, CORP. is the entity that owns, operates and controls the Golden
10 Nugget in Laughlin, Nevada.

11 **INTERROGATORY NO. 6:**

12 IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning
13 ten per cent(10%) of more of YOUR stock.

14 **RESPONSE TO INTERROGATORY NO. 6:**

15 Landry's, Inc.'s parent company is Fertitta Group, Inc. No publicly held company owns
16 10% or more of Landry's, Inc. stock.

17 DATED this 22nd day of May, 2017.

18 GRANT & ASSOCIATES

19 /s/ Annalisa N. Grant, Esq.

20 _____
21 ANNALISA N. GRANT, ESQ.
22 Nevada Bar No. 11807
23 7455 Arroyo Crossing Parkway, Suite 300
24 Las Vegas, Nevada 89113

25 Attorney for Defendant,
26 LANDRY'S, INC.
27
28

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of
3 May, 2017, I served a true and correct copy of the foregoing **DEFENDANT LANDRY'S,**
4 **INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** by
5 serving as follows:
6

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

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

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

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

19 /s/ Diana Smith

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

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

VERIFICATION

STATE OF Texas)
) ss
COUNTY OF Harris)

I, Steve Scheluthal, being first duly sworn, under oath, upon penalties of perjury, deposes and states:

That I am Executive Vice President and General Counsel for LANDRY'S, INC., and am an authorized representative of Defendant in this matter, and I have read the above and foregoing, **DEFENDANT LANDRY'S, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**, and that the responses were formed based on the knowledge of the company, its employees/agents and available documents known at the time of the responses.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18th day of May, 2017.


LANDRY'S, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 18th day of May, 2017.


NOTARY PUBLIC
For said County and State



EXHIBIT F

1 IQBAL LAW PLLC
2 Mohamed A. Iqbal, Jr. (NSB #10623)
3 Christopher Mathews (NSB #10674)
4 101 Convention Center Dr., Suite 1175
5 Las Vegas, Nevada 89109
6 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
7 mai@ilawlv.com cxm@ilawlv.com
8 *Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown*

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

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

10 Plaintiffs,

11 vs.

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

18 Defendants.

19 AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS JOE N. BROWN'S AND
NETTIE J. BROWN'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO LANDRY'S, INC.**

20 **TO: Defendant LANDRY'S, INC.; and**

21 **TO: LEE J. GRANT II, its counsel of record:**

22 Plaintiffs Joe N. Brown and Nettie J. Brown, pursuant to Nevada Rules of Civil
23 Procedure ("NRCP") 34, hereby request that Defendant Landry's, Inc. produce for inspection the
24 documents and things identified herein in accordance with all applicable Rules and the
25 Definitions and Instructions set forth below within thirty (30) calendar days after being served.

26 These requests are continuing, requiring prompt supplemental answers if further events
27 occur or if further information is obtained, developed, or disclosed between the time these
28 requests are first answered and the time of adjudication.

///

///

PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

1 of 8

JNB00168

DEFINITIONS

1. "DOCUMENT" or "DOCUMENTS" means any writing or writings as defined by NRC 34 and includes writings, drawings, graphs, charts, photographs, audio recordings, and other data compilations from which information can be obtained and/or translated, if necessary, by the responding party through detection devices into reasonably usable form. The terms "DOCUMENT" and "DOCUMENTS" include any comment or notation appearing on any such writing and not part of the original text. A DOCUMENT including such a comment or notation is considered a separate DOCUMENT.
"DOCUMENT" or "DOCUMENTS" refer to any document now or at any time in YOUR possession, custody or control. A person is deemed in control of a DOCUMENT if the person has any ownership, possession or custody of the DOCUMENT or the right to secure the DOCUMENT or a copy thereof from any person or public or private entity having physical possession thereof. "DOCUMENTS" shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions, or any marks thereon in any form.
2. "WRITINGS" and "RECORDINGS" as defined by Nevada Revised Statute 52.225, mean ANY letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostating, photographing, magnetic impulse, mechanical or electronic recording, or other form of data compilation.
3. The terms "YOU" and "YOUR" mean Defendant LANDRY'S, INC.
4. A reference to a "PERSON" or "PEOPLE" includes any individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity responsive to the description in the request, and includes all of that person's principals, employees, agents, attorneys, consultants and other representatives.

- 1 5. To "DESCRIBE" means to relate in detail sufficient to distinguish the method,
2 procedure, person, place, or thing from all other similar methods, procedures, persons,
3 places, or things.
- 4 6. "RELATE" and "RELATING," and the terms "CONCERN" and "CONCERNING," mean
5 consisting of, referring to, reflecting, describing, evidencing or constituting or being in
6 any way logically or factually connected with the matter discussed.
- 7 7. "COMMUNICATION" or "COMMUNICATIONS" mean the transmittal of information
8 (in the form of facts, ideas, inquiries or otherwise) whether orally, in writing or
9 otherwise.
- 10 8. The terms "AND" and "OR" shall be construed either conjunctively or disjunctively as
11 necessary to bring within the scope of the request all responses that might otherwise fall
12 outside the scope of the request.
- 13 9. The terms "ALL," "ANY," and "EACH" encompass any and all of the matter discussed.
- 14 10. The use of singular form includes plural and vice versa.
- 15 11. The use of present tense includes past tense, and vice versa.

INSTRUCTIONS

- 17 1. All production of DOCUMENTS and objections to the production of DOCUMENTS
18 requested herein shall be made in writing and delivered to the office of IQBAL LAW
19 PLLC, 101 CONVENTION CENTER DRIVE, SUITE 1175, LAS VEGAS, NEVADA
20 89109, on or before 5:00 pm PST on the date set for production.
- 21 2. Pursuant to the NRCp 34(2)(E)(i), the DOCUMENTS, WRITINGS, and/or
22 RECORDINGS to be produced must be produced as they are kept in the usual course of
23 business or must be organized and labeled to correspond to the categories in the relevant
24 request for production.
- 25 3. To the extent possible, please produce all DOCUMENTS, WRITINGS, and/or
26 RECORDINGS in electronic form either on compact disc or in cloud storage.

- 1 4. Electronically stored information must be produced in PDF format with load files
2 containing the COMMUNICATION's and/or DOCUMENT's text and all available
3 metadata.
- 4 5. All DOCUMENTS are to be produced as they are kept in the usual course of business
5 with any identifying labels, file folders, file markings, or similar identifying features, or
6 shall be organized and labeled to correspond to the categories requested herein. If there
7 are no DOCUMENTS responsive to a particular request, Defendant LANDRY'S, INC.
8 shall state so in writing.
- 9 6. These requests call for the production of all responsive DOCUMENTS in YOUR
10 possession, custody or control, or in the possession, custody, or control of any of YOUR
11 employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners,
12 joint ventures, brokers, attorneys, accountants, financial advisors, representatives and
13 agents or other persons acting on YOUR behalf, without regard to the physical location
14 of such DOCUMENTS. In responding to these requests, include DOCUMENTS
15 obtained on YOUR behalf by YOUR counsel, employees, agents or any other persons
16 acting on YOUR behalf. If YOUR response is that the DOCUMENTS are not within
17 YOUR possession or custody, describe in detail the unsuccessful efforts YOU made to
18 locate each such DOCUMENT. If your response is that DOCUMENTS are not under
19 YOUR control, IDENTIFY the PERSON(s) with control of the DOCUMENTS presently
20 and/or knowledge of the present location of the DOCUMENTS.
- 21 7. If any DOCUMENT applicable to any request for production was, but no longer is, in
22 YOUR possession or was destroyed, subject to YOUR control or in existence, include a
23 statement:
- 24 a. IDENTIFYING the DOCUMENT;
- 25 b. Describing where the DOCUMENT is now and why it was lost or transferred;
- 26 c. IDENTIFYING the PERSON(s) with control of the DOCUMENT at the time it was
27 lost or transferred;

- 1 d. IDENTIFYING the PERSON(s) with control of or in possession of the
- 2 DOCUMENT at present;
- 3 e. Describing how the DOCUMENT became lost or destroyed or was transferred;
- 4 f. IDENTIFYING the date of the destruction or transfer of the DOCUMENT;
- 5 g. Describing the contents of the DOCUMENT; and
- 6 h. IDENTIFYING each of those PERSONS responsible for or having knowledge of the
- 7 loss, destruction or transfer of this DOCUMENT from YOUR possession, custody or
- 8 control.
- 9 8. Each request for production contemplates production of all DOCUMENTS in their
- 10 entirety. If a portion of a DOCUMENT is responsive to one or more requests, the
- 11 DOCUMENT must be produced in its entirety in response to each request to which it is
- 12 responsive.
- 13 9. If any DOCUMENT is withheld in whole or in part, for ANY reason including, without
- 14 limitation, a claim of privilege or other protection from disclosure such as the work
- 15 product doctrine or other business confidentiality or trade secret protection, set forth
- 16 separately with respect to each DOCUMENT:
- 17 a. The ground of privilege or protection claimed;
- 18 b. Each and every basis under which the DOCUMENT is withheld;
- 19 c. The type of DOCUMENT;
- 20 d. Its general subject matter;
- 21 e. The DOCUMENT's date;
- 22 f. The author(s) of the DOCUMENT;
- 23 g. ANY recipient of the DOCUMENT;
- 24 h. Its present location and custodian; and
- 25 i. The requests to which the DOCUMENT is responsive.
- 26 10. To the extent YOU assert that a DOCUMENT contains information that should be
- 27 protected from disclosure (based on the attorney-client privilege, work product doctrine
- 28

1 or another protection) and non-privileged information, the non-privileged portions of the
2 DOCUMENT must be produced. For each such DOCUMENT, indicate the portion of the
3 DOCUMENT withheld by stamping the words "MATERIAL REDACTED" on the
4 DOCUMENT in an appropriate location that does not obscure the remaining text.

5 11. If there are no DOCUMENTS responsive to any particular request, as determined after a
6 reasonable and diligent investigation, YOU must state so in writing.

7 12. These requests for production are continuing in nature; in the event you become aware of
8 or acquire in your possession custody or control of additional responsive DOCUMENTS,
9 you must promptly produce such additional DOCUMENTS for inspection and copying.

10 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

11 **REQUEST NO. 1:** All DOCUMENTS RELATING to YOUR divestiture of ownership of
12 Golden Nugget, Inc.

13 **REQUEST NO. 2:** All DOCUMENTS RELATING to the process by which you obtained
14 permission to add restaurants to, and upgrade the river-view rooms in, the Golden Nugget
15 Laughlin, as described in YOUR company website on January 14, 2012.

16 **REQUEST NO. 3:** All DOCUMENTS RELATING to the process by which you obtained
17 permission to implement "enhanced security measures, including end-to-end encryption" at the
18 Golden Nugget Laughlin, as described in YOUR company website on January 29, 2016,
19 including without limitation the banquet service, deli, Gold Diggers nightclub, and Starbucks.

20 **REQUEST NO. 4:** All DOCUMENTS relating to the process by which you obtained
21 permission to implement any change to the premises of the Golden Nugget hotel, casino, and
22 entertainment resort in Laughlin, Nevada, which YOU authorized or directed from September
23 27, 2005, to the present.

24 ///
25 ///
26 ///
27 ///

1 **REQUEST NO. 5:** All DOCUMENTS RELATING to YOUR “corporate relationship” to
2 GNL, Corp., referred to in Defendants’ Motion to Dismiss at 6:26-28.

3 Dated April 19, 2017.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal

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

Christopher Mathews (NSB #10674)

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

14 **ILAW LV**

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 19th day of April, 2017 I caused to be served a true and correct copy of foregoing **PLAINTIFFS**
4 **JOE N. BROWN'S AND NETTIE J. BROWN'S FIRST SET OF REQUESTS FOR**
5 **PRODUCTION OF DOCUMENTS TO LANDRY'S, INC.** in the following manner:
6

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

11 **Grant & Associates**

12 **Contact**

Email

13 Diana Smith

diana.smith@aig.com

14 Lee Grant

lee.grant@aig.com

15 Shannon Jory

shannon.jory@aig.com

16 Sydney Basham

sydney.basham@aig.com

17 Annalisa Grant

annalisa.grant@aig.com

18 **Rogers Mastrangelo Carvalho & Mitchell**

19 Margarita Moreno

rmcmfiling@rmcmlaw.com

20 /s/ Heather M. Caliguire

21 An employee of IQBAL LAW PLLC

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

Attorney for Defendant,
LANDRY'S, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

**DEFENDANT LANDRY'S, INC.'S
RESPONSES TO PLAINTIFFS' FIRST
SET OF REQUEST FOR
PRODUCTION OF DOCUMENTS**

COMES NOW, Defendant LANDRY'S, INC. (hereinafter "Defendant"), by and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, pursuant to Rule 34, of the Nevada Rules of Civil Procedure, and hereby submits its responses to Plaintiffs' First Set of Request for Production of Documents as follows:

PRELIMINARY STATEMENT

LANDRY'S, INC. has not yet completed its investigation and discovery of this matter. The following responses are provided to the best of LANDRY'S, INC.'S ability and understanding at this time. Discovery is continuing and LANDRY'S, INC. reserves the right to supplement these responses as additional information becomes available.

REQUEST NO. 1:

All DOCUMENTS RELATING to YOUR divestiture of ownership of Golden Nugget, Inc.

RESPONSE TO REQUEST NO. 1:

OBJECTION: This Request is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, seek confidential and proprietary information and not reasonably calculated to lead to the discovery of admissible evidence. OBJECTION: This Request seeks to discovery information protected by the attorney/client privilege and/or the work product doctrine.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: See Landry's, Inc. response to Interrogatory No. 1, fully incorporated herein.

REQUEST NO. 2:

All DOCUMENTS RELATING to the process by which you obtained permission to add restaurants to, and upgrade the river-view rooms in, the Golden Nugget Laughlin, as described in YOUR company website on January 14, 2012.

RESPONSE TO REQUEST NO. 2:

OBJECTION: This Request is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: See Landry's, Inc. response to Interrogatory No. 3, fully incorporated herein. No documents.

REQUEST NO. 3:

All DOCUMENTS RELATING to the process by which you obtained permission to implement "enhanced security measures, including end-to-end encryption: at the Golden Nugget Laughlin, as described in YOUR company website on January 29, 2016, including without

1 limitation the banquets service, deli, Gold Diggers nightclub, and Starbucks.

2 **RESPONSE TO REQUEST NO. 3:**

3 OBJECTION: This Request is vague, overly broad as it is not limited to alleged
4 incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks highly confidential
5 and proprietary information and not reasonably calculated to lead to the discovery of admissible
6 evidence.

7 Subject to and without waiving the foregoing objections, this answering Defendant
8 responds as follows: See Landry's, Inc. response to Interrogatory No. 4, fully incorporated
9 herein. No documents.

10 **REQUEST NO. 4:**

11 All DOCUMENTS relating to the process by which you obtained permission to
12 implement any change to the premises of the Golden Nugget hotel, casino, and entertainment
13 resort in Laughlin, Nevada, which YOUR authorized or directed from September 27, 2005, to
14 the present.

15 **RESPONSE TO REQUEST NO. 4:**

16 OBJECTION: This Request is vague, overly broad as it is not limited to alleged
17 incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably
18 calculated to lead to the discovery of admissible evidence.

19 Subject to and without waiving the foregoing objections, this answering Defendant
20 responds as follows: See Landry's, Inc. response to Interrogatory No. 5, fully incorporated
21 herein. No documents.

22 **REQUEST NO. 5:**

23 All DOCUMENTS RELATING to YOUR "corporate relationship" to GNL, Corp.,
24 referred to in Defendants' Motion to Dismiss at 6:26-28.

25 **RESPONSE TO REQUEST NO. 5:**

26 OBJECTION: This Request is vague, overly broad as it is not limited to alleged
27 incident, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably
28

1 calculated to lead to the discovery of admissible evidence.

2 Subject to and without waiving the foregoing objections, this answering Defendant
3 responds as follows: As set forth in Landry's, Inc.'s response to Interrogatory No. 1, as of
4 September 30, 2013, Landry's, Inc. neither directly nor indirectly, through one or more of its
5 subsidiaries, owns any percent of the outstanding ownership or membership interest in Landry's
6 Gaming, Inc., Golden Nugget, Inc., or any of Golden Nugget, Inc.'s subsidiaries (including
7 GNL, CORP.). As such, none.

8 DATED this 22nd day of May, 2017.

9 GRANT & ASSOCIATES

10 /s/ Annalisa N. Grant, Esq.

11

ANNALISA N. GRANT, ESQ.

12 Nevada Bar No. 11807

13 7455 Arroyo Crossing Parkway, Suite 300

14 Las Vegas, Nevada 89113

15 Attorney for Defendant,
16 LANDRY'S, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANT LANDRY'S, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

EXHIBIT G

JNB00181

1 IQBAL LAW PLLC
2 Mohamed A. Iqbal, Jr. (NSB #10623)
3 Christopher Mathews (NSB #10674)
4 101 Convention Center Dr., Suite 1175
5 Las Vegas, Nevada 89109
6 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
7 mai@ilawlv.com cxm@ilawlv.com
8 *Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown*

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

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

10 Plaintiffs,

11 vs.

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

18 Defendants.

19 AND ASSOCIATED CASES

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

**PLAINTIFFS JOE N. BROWN'S AND
NETTIE J. BROWN'S FIRST SET OF
INTERROGATORIES TO DEFENDANT
GOLDEN NUGGET, INC.**

20 **TO: Defendant GOLDEN NUGGET, INC.; and**

21 **TO: LEE J. GRANT II, its counsel of record:**

22 Plaintiffs Joe N. Brown and Nettie J. Brown, pursuant to Nevada Rules of Civil
23 Procedure ("NRCP") 26 and 33, propound the following interrogatories to Defendant Golden
24 Nugget, Inc. Please answer each of the following interrogatories separately, fully, in writing,
25 and under oath. The answers are to be signed by you and must be served within thirty (30)
26 calendar days after being served.

27 If you object to any interrogatory, you must explain your objection with particularity, and
28 list all factual and legal support for your objection. If you object to answering any part of any
interrogatory, specify the part to which you object, and answer the remainder.

PLAINTIFFS' FIRST SET OF INTERROGATORIES

1 of 5

JNB00182

1 Each interrogatory not only calls for your knowledge, but also for all knowledge that is
2 available to you through reasonable inquiry, including by your representatives and attorney.

3 These interrogatories are continuing, requiring prompt supplemental answers if further
4 events occur or if further information is obtained, developed, or disclosed between the time these
5 interrogatories are first answered and the time of adjudication.

6 **DEFINITIONS**

- 7 1. "DOCUMENT" or "DOCUMENTS" means any writing or writings as defined by NRC
8 34 and includes writings, drawings, graphs, charts, photographs, audio recordings, and
9 other data compilations from which information can be obtained and/or translated, if
10 necessary, by the responding party through detection devices into reasonably usable
11 form. The terms "DOCUMENT" and "DOCUMENTS" include any comment or
12 notation appearing on any such writing and not part of the original text. A DOCUMENT
13 including such a comment or notation is considered a separate DOCUMENT.

14 "DOCUMENT" or "DOCUMENTS" refer to any document now or at any time in YOUR
15 possession, custody or control. A person is deemed in control of a DOCUMENT if the
16 person has any ownership, possession or custody of the DOCUMENT or the right to
17 secure the DOCUMENT or a copy thereof from any person or public or private entity
18 having physical possession thereof. "DOCUMENTS" shall not include exact duplicates
19 where originals are available, but shall include all copies different from originals in any
20 way by virtue of any writings, notations, symbols, characters, impressions, or any marks
21 thereon in any form.

- 22 2. "WRITINGS" and "RECORDINGS" as defined by NRS 52.225, mean ANY letters,
23 words, or numbers, or their equivalent, set down by handwriting, typewriting, printing,
24 photostating, photographing, magnetic impulse, mechanical or electronic recording, or
25 other form of data compilation.

- 26 3. The terms "YOU" and "YOUR" mean Defendant GOLDEN NUGGET, INC.
27
28

- 1 4. A reference to a "PERSON" or "PEOPLE" includes any individual, corporation,
2 partnership, joint venture, limited liability company, governmental entity, unincorporated
3 organization, trust, association or other entity responsive to the description in the request,
4 and includes all of that person's principals, employees, agents, attorneys, consultants and
5 other representatives.
- 6 5. To "DESCRIBE" means to relate in detail sufficient to distinguish the method,
7 procedure, person, place, or thing from all other similar methods, procedures, persons,
8 places, or things.
- 9 6. With respect to a PERSON (which term includes any individual, corporation, partnership,
10 joint venture, limited liability company, governmental entity, unincorporated
11 organization, trust, association or other entity responsive to the description in the
12 request), the term "IDENTIFY" and means to set forth the following information:
 - 13 a. The name or names of the PERSON requested;
 - 14 b. That PERSON's name, address, or other contact information; and
 - 15 c. Any other descriptive information necessary in order to adequately describe that
16 PERSON or those people.
- 17 7. The term "IDENTIFY" when used in reference to property means to state to the fullest
18 extent possible the street address, city, and state in which it is situated, and the common
19 name used for the property if there is one. Otherwise DESCRIBE the property and its
20 location if the identification asked for in the preceding sentence is not possible.
- 21 8. The terms "AND" and "OR" shall be construed either conjunctively or disjunctively as
22 necessary to bring within the scope of the request all responses that might otherwise fall
23 outside the scope of the request.
- 24 9. The terms "ALL," "ANY," and "EACH" encompass any and all of the matter discussed.
- 25 10. The use of singular form includes plural and vice versa.
- 26 11. The use of present tense includes past tense, and vice versa.

27 **INTERROGATORIES**

28 **PLAINTIFFS' FIRST SET OF INTERROGATORIES**

INTERROGATORY NO. 1: If YOUR answer to Request for Admission No. 1 of Plaintiffs' First Set of Requests for Admissions to Defendant Golden Nugget, Inc. was anything other than an unqualified admission, DESCRIBE the process by which YOU divested YOURSELF of ownership and/or operation of the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada, including without limitation the dates the divestiture took place and the PERSON to whom you divested such ownership and/or operation.

INTERROGATORY NO. 2: IDENTIFY all properties and/or entities for which you claim to be "a holding company" as stated in Defendants' Motion to Dismiss at 3:19-21, including without limitation the name(s) of each property and/or entity you claim to hold, the means by which you claim to hold said properties and/or entities, and the beneficial owner for whom you claim to hold said properties and/or entities.

INTERROGATORY NO. 3: IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning ten per cent (10%) or more of YOUR stock.

INTERROGATORY NO. 4: DESCRIBE YOUR "corporate relationship" to GNL, Corp., referred to in Defendants' Motion to Dismiss at 6:26-28.

Dated April 19, 2017.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
*Attorneys for Plaintiffs Joe N. Brown and
Nettie J. Brown*

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 19th day of April, 2017 I caused to be served a true and correct copy of foregoing **PLAINTIFFS**
4 **JOE N. BROWN'S AND NETTIE J. BROWN'S FIRST SET OF INTERROGATORIES**
5 **TO DEFENDANT GOLDEN NUGGET, INC.** in the following manner:
6

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

11 **Grant & Associates**

12 Contact	Email
13 Diana Smith	diana.smith@aig.com
14 Lee Grant	lee.grant@aig.com
15 Shannon Jory	shannon.jory@aig.com
16 Sydney Basham	sydney.basham@aig.com
17 Annalisa Grant	annalisa.grant@aig.com
18 Rogers Mastrangelo Carvalho & Mitchell	
Margarita Moreno	rmcmfiling@rmcmlaw.com

21 /s/ Heather M. Caliguire
22 An employee of IQBAL LAW PLLC
23
24
25
26
27

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

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Annalisa.Grant@aig.com

Attorney for Defendant,
GOLDEN NUGGET, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

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

**DEFENDANT GOLDEN NUGGET,
INC.'S RESPONSES TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES**

COMES NOW, Defendant GOLDEN NUGGET, INC. (hereinafter "Defendant"), by
and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES,
and pursuant to Rule 33, of the Nevada Rules of Civil Procedure, hereby submits its responses
to Plaintiffs' First Set of Interrogatories as follows:

GENERAL OBJECTIONS

1. This responding party objects to the Definitions and Instructions contained in
Plaintiff's First Set of Interrogatories to the extent they are inconsistent with or purport to
impose requirements for discovery that exceed the requirements of the Nevada Rules of Civil
Procedure and to the extent that such Definitions and Instructions are unduly vague and
indefinite.

...

2. This responding party objects to each Interrogatory to the extent it calls for the production for privileged information, including information protected by the attorney-client privilege, investigative privilege, consulting expert exemption, documents containing work product and documents prepared in anticipation of litigation or trial, as well as information contained within documents covered by the joint defense privilege. This responding party further objects to each interrogatory to the extent it seeks the disclosure of the identities of, or any work generated by non-testifying consulting experts retained by or at the direction of this responding party's attorneys in anticipation of preparation for this and/or other threatened or pending litigation arising out of the subject property, or in connection with the rendering of legal advice to this responding party. The restatement of any specific objection in the context of these responses shall not be construed to imply waiver of any unstated privilege objections addressed by this General Objection, or any other applicable privilege or exemption from discovery and the counterparts under the laws of any other jurisdiction that may be applicable.

3. This responding party objects to each Interrogatory to the extent that it seeks to impose a burden upon this responding party to search for documents or information in the possession, custody or control of entities other than this responding party for the reason that such is overly broad and beyond the scope of discovery allowed by the Nevada Rules of Civil Procedure. This responding party also objects to any effort to require it to search for documents or information in the possession, custody or control of unnamed entities other than this responding party, including but not limited to information in the possession, custody or control of public entities, for the reason that such is unduly burdensome, expensive, harassing and beyond the obligations imposed by the Nevada Rules of Civil Procedure.

4. This responding party objects to each Interrogatory to the extent it is overly broad, burdensome and oppressive, and seeks information neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. This responding party has performed a reasonable inquiry in search of information as required by the Nevada Rules of Civil Procedure and had made every reasonable effort to locate the information described herein, which effort has been made in good faith. This responding party cannot affirm, however, that all such information has been supplied. Although this responding party believes that all such information has been produced that is within this responding party possession and/or control, this responding party will supplement its responses in accordance with the applicable discovery rules in the event that this responding party discovers that it has inadvertently failed to provide information within its responses to these Interrogatories.

5. This responding party objects to each Interrogatory that uses language such as "each and every" or similar broad language. Such Interrogatories are onerous, burdensome, harassing, prejudicial and overly broad. Each Interrogatory asking "any" and "all" or "each and every" is objectionable and such an inquiry is, in essence, a request for evidence, and not discoverable information. Moreover, this responding party has no possible means of making all-encompassing identifications that such a broadly worded request requires.

6. This responding party is conducting a thorough and reasonable search of its records for information that may be responsive to Plaintiff's Interrogatories and is also contacting those persons who have knowledge of the location and/or existence of information that may be responsive. To the extent that Plaintiffs' Interrogatories or any portion thereof seek to require this responding party to take any actions other than those enumerated above, this

1 responding party objects to said request on the grounds that it is unduly burdensome and
2 oppressive and imposes obligations upon this responding party beyond those imposed by the
Nevada Rules of Civil Procedure.

3 7. Answers made herein are made solely for the purposes of this responding party's
4 responses to Plaintiff's First Set of Interrogatories. Each answer is subject to all objections as to
5 competence, relevance, materiality, propriety, admissibility, and all other objections and ground
6 to which the same statement would be subject if delivered through live testimony in court. All
7 such objections and grounds are expressly reserved by this responding party and may be
interposed at the time of trial or in conjunction with other uses of these responses or the material
produced, except as explicitly stated.

8 For any inspection and production that occurs in this case, this responding party
9 specifically reserves the right to certain maintained privilege objections as to any privileged
10 information that may be inadvertently produced in response to Plaintiff's Interrogatories.
11 Further, this responding party expects that Plaintiff and Plaintiff's counsel will return any
inadvertently produced document containing attorney-client communications, attorney work
product, or otherwise privileged information immediately.

12 **INTERROGATORY NO. 1:**

13 If YOUR answer to Request for Admission No. 1 of the Plaintiffs' First Set of Requests
14 for Admissions to Defendant Golden Nugget, Inc. was anything other than an unqualified
15 admission, DESCRIBE the process by which YOU divested YOURSELF of ownership of
16 Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada, including without
17 limitation the dates the divestiture took place and the PERSON to whom you divested such
18 ownership.

19 **RESPONSE TO INTERROGATORY NO. 1:**

20 OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged
21 incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks confidential and
22 proprietary information and not reasonably calculated to lead to the discovery of admissible
23 evidence. OBJECTION: This Interrogatory seeks to discovery information protected by the
24 attorney/client privilege and/or the work product doctrine.

25 Subject to and without waiving the foregoing objections, this answering Defendant
26 responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock
27 of, among other companies, GNL, CORP. Golden Nugget, Inc. does not directly own, control,
28 or operate the Golden Nugget Hotel and Casino in Laughlin Nevada. As detailed in GNL,

CORP.'s answer and discovery responses, GNL, CORP. is the only entity that owns, operates and controls the Golden Nugget in Laughlin, Nevada.

INTERROGATORY NO. 2:

IDENTIFY all properties and/or entities for which you claim to be "a holding company" as stated in Defendants' Motion to Dismiss at 3:19-21, including without limitation the name(s) of each property and/or entity you claim to hold, the means by which you claim to hold said properties and/or entities, and the beneficial owner for whom you claim to hold said properties and/or entities.

RESPONSE TO INTERROGATORY NO. 2:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited to alleged incident and is not limited in time, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Interrogatory seeks confidential and/or proprietary information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock of GNLV, CORP; GNL, CORP.; LGE, Inc.; GNLC Holdings, Inc.; and 20% of Texas Gaming, LLC.

INTERROGATORY NO. 3:

IDENTIFY YOUR parent corporation, if any, and any publicly held corporation owning ten per cent (10%) or more of YOUR stock.

RESPONSE TO INTERROGATORY NO. 3:

Golden Nugget, Inc.'s parent company is Landry's Gaming, Inc. and no publicly held corporation owns 10% or more of Golden Nugget, Inc.'s stock.

INTERROGATORY NO. 4:

DESCRIBE YOUR "corporate relationship" to GNL, Corp., referred to in Defendants' Motion to Dismiss at 6:26-28.

...

RESPONSE TO INTERROGATORY NO. 4:

OBJECTION: This Interrogatory is vague, overly broad as it is not limited in temporal scope or alleged incident, unduly burdensome, lacks foundation, assumes facts not in evidence, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

FURTHER OBJECTION: This Interrogatory seeks confidential and/or proprietary information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Golden Nugget, Inc. is a holding company that owns the outstanding stock of, among other companies, GNL, CORP. Golden Nugget, Inc. does not directly or indirectly, manage or operate GNL, Corp. All day-to-day activities relating to the operation and management are conducted by GNL, Corp. employees.

DATED this 22nd day of May, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

ANNALISA N. GRANT, ESQ.

Nevada Bar No. 11807

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Attorney for Defendant,
GOLDEN NUGGET, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANT GOLDEN NUGGET, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

VERIFICATION

STATE OF Texas)
) ss
COUNTY OF Harris)

I, Steve Scheinthal, being first duly sworn, under oath, upon penalties of perjury, deposes and states:

That I am Vice President for GOLDEN NUGGET, INC. and am an authorized representative of Defendant in this matter, and I have read the above and foregoing, **DEFENDANT GOLDEN NUGGET, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**, and that the responses were formed based on the knowledge of the company, its employees/agents and available documents known at the time of the responses.

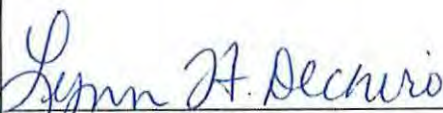
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 18th day of May, 2017.


GOLDEN NUGGET, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 18th day of May, 2017.



NOTARY PUBLIC
For said County and State



EXHIBIT H

JNB00194

1 IQBAL LAW PLLC
2 Mohamed A. Iqbal, Jr. (NSB #10623)
3 Christopher Mathews (NSB #10674)
4 101 Convention Center Dr., Suite 1175
5 Las Vegas, Nevada 89109
6 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
7 mai@ilawlv.com cxm@ilawlv.com
8 *Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown*

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

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

10 Plaintiffs,

11 vs.

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

18 Defendants.

19 AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS JOE N. BROWN'S AND
NETTIE J. BROWN'S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO GOLDEN NUGGET,
INC.**

20 **TO: Defendant GOLDEN NUGGET, INC.; and**

21 **TO: LEE J. GRANT II, its counsel of record:**

22 Plaintiffs Joe N. Brown and Nettie J. Brown, pursuant to Nevada Rules of Civil
23 Procedure ("NRCP") 34, hereby request that Defendant Golden Nugget, Inc. produce for
24 inspection the documents and things identified herein in accordance with all applicable Rules
25 and the Definitions and Instructions set forth below within thirty (30) calendar days after being
26 served.

27 These requests are continuing, requiring prompt supplemental answers if further events
28 occur or if further information is obtained, developed, or disclosed between the time these
requests are first answered and the time of adjudication.

///

PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

1 of 8

JNB00195

DEFINITIONS

1. "DOCUMENT" or "DOCUMENTS" means any writing or writings as defined by NRCP 34 and includes writings, drawings, graphs, charts, photographs, audio recordings, and other data compilations from which information can be obtained and/or translated, if necessary, by the responding party through detection devices into reasonably usable form. The terms "DOCUMENT" and "DOCUMENTS" include any comment or notation appearing on any such writing and not part of the original text. A DOCUMENT including such a comment or notation is considered a separate DOCUMENT.
"DOCUMENT" or "DOCUMENTS" refer to any document now or at any time in YOUR possession, custody or control. A person is deemed in control of a DOCUMENT if the person has any ownership, possession or custody of the DOCUMENT or the right to secure the DOCUMENT or a copy thereof from any person or public or private entity having physical possession thereof. "DOCUMENTS" shall not include exact duplicates where originals are available, but shall include all copies different from originals in any way by virtue of any writings, notations, symbols, characters, impressions, or any marks thereon in any form.
2. "WRITINGS" and "RECORDINGS" as defined by Nevada Revised Statute 52.225, mean ANY letters, words, or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostating, photographing, magnetic impulse, mechanical or electronic recording, or other form of data compilation.
3. The terms "YOU" and "YOUR" mean Defendant GOLDEN NUGGET, INC.
4. A reference to a "PERSON" or "PEOPLE" includes any individual, corporation, partnership, joint venture, limited liability company, governmental entity, unincorporated organization, trust, association or other entity responsive to the description in the request, and includes all of that person's principals, employees, agents, attorneys, consultants and other representatives.

- 1 5. To "DESCRIBE" means to relate in detail sufficient to distinguish the method,
2 procedure, person, place, or thing from all other similar methods, procedures, persons,
3 places, or things.
- 4 6. The terms "IDENTIFY" and "STATE THE IDENTITY OF" with respect to a
5 DOCUMENT mean to set forth the following information:
- 6 a. A general description thereof (e.g., letter, memorandum, report, etc.);
7 b. A brief summary of its contents;
8 c. The name and address of the custodian of the original;
9 d. The name and address of the PERSON(s), if any, who drafted, prepared, compiled or
10 signed it; and
11 e. Any other descriptive information necessary in order to adequately describe it in a
12 subpoena duces tecum, or in a motion or request for production thereof.
- 13 7. With respect to a PERSON, the term "IDENTIFY" and "STATE THE IDENTITY OF"
14 mean to set forth the following information:
- 15 a. The name or names of the PERSON requested;
16 b. That PERSON's name, address, or other contact information; and
17 c. Any other descriptive information necessary in order to adequately describe that
18 PERSON or those people.
- 19 8. "RELATE" and "RELATING," and the terms "CONCERN" and "CONCERNING," mean
20 consisting of, referring to, reflecting, describing, evidencing or constituting or being in
21 any way logically or factually connected with the matter discussed.
- 22 9. "COMMUNICATION" or "COMMUNICATIONS" mean the transmittal of information
23 (in the form of facts, ideas, inquiries or otherwise) whether orally, in writing or
24 otherwise.
- 25 10. The terms "AND" and "OR" shall be construed either conjunctively or disjunctively as
26 necessary to bring within the scope of the request all responses that might otherwise fall
27 outside the scope of the request.

- 1 11. The terms "ALL," "ANY," and "EACH" encompass any and all of the matter discussed.
- 2 12. The use of singular form includes plural and vice versa.
- 3 13. The use of present tense includes past tense, and vice versa.

4 **INSTRUCTIONS**

- 5 1. All production of DOCUMENTS and objections to the production of DOCUMENTS
- 6 requested herein shall be made in writing and delivered to the office of IQBAL LAW
- 7 PLLC, 101 CONVENTION CENTER DRIVE, SUITE 1175, LAS VEGAS, NEVADA
- 8 89109, on or before 5:00 pm PST on the date set for production.
- 9 2. Pursuant to the NRCP 34(2)(E)(i), the DOCUMENTS, WRITINGS, and/or
- 10 RECORDINGS to be produced must be produced as they are kept in the usual course of
- 11 business or must be organized and labeled to correspond to the categories in the relevant
- 12 request for production.
- 13 3. To the extent possible, please produce all DOCUMENTS, WRITINGS, and/or
- 14 RECORDINGS in electronic form either on compact disc or in cloud storage.
- 15 4. Electronically stored information must be produced in PDF format with load files
- 16 containing the COMMUNICATION's and/or DOCUMENT's text and all available
- 17 metadata.
- 18 5. All DOCUMENTS are to be produced as they are kept in the usual course of business
- 19 with any identifying labels, file folders, file markings, or similar identifying features, or
- 20 shall be organized and labeled to correspond to the categories requested herein. If there
- 21 are no DOCUMENTS responsive to a particular request, Defendant GOLDEN
- 22 NUGGET, INC. shall state so in writing.
- 23 6. These requests call for the production of all responsive DOCUMENTS in YOUR
- 24 possession, custody or control, or in the possession, custody, or control of any of YOUR
- 25 employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners,
- 26 joint ventures, brokers, attorneys, accountants, financial advisors, representatives and
- 27 agents or other persons acting on YOUR behalf, without regard to the physical location

of such DOCUMENTS. In responding to these requests, include DOCUMENTS obtained on YOUR behalf by YOUR counsel, employees, agents or any other persons acting on YOUR behalf. If YOUR response is that the DOCUMENTS are not within YOUR possession or custody, describe in detail the unsuccessful efforts YOU made to locate each such DOCUMENT. If your response is that DOCUMENTS are not under YOUR control, IDENTIFY the PERSON(s) with control of the DOCUMENTS presently and/or knowledge of the present location of the DOCUMENTS.

7. If any DOCUMENT applicable to any request for production was, but no longer is, in YOUR possession or was destroyed, subject to YOUR control or in existence, include a statement:

- a. IDENTIFYING the DOCUMENT;
- b. Describing where the DOCUMENT is now and why it was lost or transferred;
- c. IDENTIFYING the PERSON(s) with control of the DOCUMENT at the time it was lost or transferred;
- d. IDENTIFYING the PERSON(s) with control of or in possession of the DOCUMENT at present;
- e. Describing how the DOCUMENT became lost or destroyed or was transferred;
- f. IDENTIFYING the date of the destruction or transfer of the DOCUMENT;
- g. Describing the contents of the DOCUMENT; and
- h. IDENTIFYING each of those PERSONS responsible for or having knowledge of the loss, destruction or transfer of this DOCUMENT from YOUR possession, custody or control.

8. Each request for production contemplates production of all DOCUMENTS in their entirety. If a portion of a DOCUMENT is responsive to one or more requests, the DOCUMENT must be produced in its entirety in response to each request to which it is responsive.

- 1 9. If any DOCUMENT is withheld in whole or in part, for ANY reason including, without
2 limitation, a claim of privilege or other protection from disclosure such as the work
3 product doctrine or other business confidentiality or trade secret protection, set forth
4 separately with respect to each DOCUMENT:
- 5 a. The ground of privilege or protection claimed;
 - 6 b. Each and every basis under which the DOCUMENT is withheld;
 - 7 c. The type of DOCUMENT;
 - 8 d. Its general subject matter;
 - 9 e. The DOCUMENT's date;
 - 10 f. The author(s) of the DOCUMENT;
 - 11 g. ANY recipient of the DOCUMENT;
 - 12 h. Its present location and custodian; and
 - 13 i. The requests to which the DOCUMENT is responsive.
- 14 10. To the extent YOU assert that a DOCUMENT contains information that should be
15 protected from disclosure (based on the attorney-client privilege, work product doctrine
16 or another protection) and non-privileged information, the non-privileged portions of the
17 DOCUMENT must be produced. For each such DOCUMENT, indicate the portion of the
18 DOCUMENT withheld by stamping the words "MATERIAL REDACTED" on the
19 DOCUMENT in an appropriate location that does not obscure the remaining text.
- 20 11. If there are no DOCUMENTS responsive to any particular request, as determined after a
21 reasonable and diligent investigation, YOU must state so in writing.
- 22 12. These requests for production are continuing in nature; in the event you become aware of
23 or acquire in your possession custody or control of additional responsive DOCUMENTS,
24 you must promptly produce such additional DOCUMENTS for inspection and copying.

25 ///

1 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

2 **REQUEST NO. 1:** All DOCUMENTS RELATING to YOUR divestiture of ownership
3 AND/OR operation of the Golden Nugget hotel, casino, and entertainment resort in Laughlin,
4 Nevada.

5 **REQUEST NO. 2:** All DOCUMENTS RELATING to YOUR “corporate relationship” to
6 GNL, Corp., referred to in Defendants’ Motion to Dismiss at 6:26-28.

7 Dated April 19, 2017.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal

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

Christopher Mathews (NSB #10674)

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

14 **LAW LV**

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 19th day of April, 2017 I caused to be served a true and correct copy of foregoing **PLAINTIFFS**
4 **JOE N. BROWN'S AND NETTIE J. BROWN'S FIRST SET OF REQUESTS FOR**
5 **PRODUCTION OF DOCUMENTS TO GOLDEN NUGGET, INC.** in the following manner:
6

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

11 **Grant & Associates**

12 **Contact**

Email

13 Diana Smith

diana.smith@aig.com

14 Lee Grant

lee.grant@aig.com

15 Shannon Jory

shannon.jory@aig.com

16 Sydney Basham

sydney.basham@aig.com

17 Annalisa Grant

annalisa.grant@aig.com

18 **Rogers Mastrangelo Carvalho & Mitchell**

19 Margarita Moreno

rmcmfiling@rmcmlaw.com

20 /s/ Heather M. Caliguire
21 An employee of IQBAL LAW PLLC

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

RSPN
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Annalisa.Grant@aig.com

Attorney for Defendant,
GOLDEN NUGGET, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,	)	CASE NO.: A-16-739887-C
NETTIE J. BROWN, an individual,	)	DEPT. NO.: XXXI
Plaintiffs,)	
vs.)	
LANDRY'S, INC., a foreign corporation;	)	DEFENDANT GOLDEN NUGGET,
GOLDEN NUGGET, INC. a Nevada	)	INC.'S RESPONSES TO PLAINTIFFS'
corporation, d/b/a GOLDEN NUGGET	)	FIRST SET OF REQUEST FOR
LAUGHLIN; GNL, CORP., a Nevada	)	PRODUCTION OF DOCUMENTS
corporation; DOE INDIVIDUALS 1-100,)	
ROE BUSINESS ENTITIES 1-100,)	
Defendants.)	

COMES NOW, Defendant GOLDEN NUGGET, INC. (hereinafter "Defendant"), by and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, pursuant to Rule 34, of the Nevada Rules of Civil Procedure, and hereby submits its responses to Plaintiffs' First Set of Request for Production of Documents as follows:

PRELIMINARY STATEMENT

GOLDEN NUGGET, INC. has not yet completed its investigation and discovery of this matter. The following responses are provided to the best of GOLDEN NUGGET, INC.'S ability and understanding at this time. Discovery is continuing and GOLDEN NUGGET, INC. reserves the right to supplement these responses as additional information becomes available.

///

REQUEST NO. 1:

All DOCUMENTS RELATING to YOUR divestiture of ownership AND/OR operation of the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada.

RESPONSE TO REQUEST NO. 1:

OBJECTION: This Request is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, seek confidential and proprietary information and not reasonably calculated to lead to the discovery of admissible evidence. OBJECTION: This Request seeks to discovery information protected by the attorney/client privilege and/or the work product doctrine.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: None.

REQUEST NO. 2:

All DOCUMENTS RELATING to YOUR "corporate relationship" to GNL, Corp., referred to in Defendants' Motion to Dismiss at 6:26-28.

RESPONSE TO REQUEST NO. 2:

OBJECTION: This Request is vague, overly broad as it is not limited to alleged incident, lacks foundation, assumes facts not in evidence, irrelevant, seeks highly confidential and proprietary information and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Request seeks confidential and/or proprietary information potentially protected by attorney-client and/or attorney-work product privilege.

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

1 Subject to and without waiving the foregoing objections, this answering Defendant
2 responds as follows: See Golden Nugget, Inc.'s response to Interrogatory No. 4. No documents
3 will be produced.

4 DATED this 22nd day of May, 2017.

5 GRANT & ASSOCIATES

6 /s/ Annalisa N. Grant, Esq.
7

8 ANNALISA N. GRANT, ESQ.
9 Nevada Bar No. 11807
10 7455 Arroyo Crossing Parkway, Suite 300
11 Las Vegas, Nevada 89113

12 Attorney for Defendant,
13 GOLDEN NUGGET, INC.
14
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CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 22nd day of May, 2017, I served a true and correct copy of the foregoing **DEFENDANT GOLDEN NUGGET, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS** by serving as follows:

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

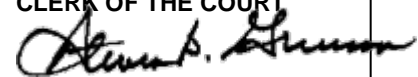
☐ Depositing said document(s) with the U.S. Postal Service;

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES



RPLY

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
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Annalisa.Grant@aig.com

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

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

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

vs.

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

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

Thyssenkrupp Elevator Corporation, a Foreign
Corporation; DOES 1-75; ROE
CORPORATIONS 1-75; DOE ESCALATOR
INSTALLER; DOE ESCALATOR
MANUFACTURER; DOE ESCALATOR
MAINTENANCE SUBCONTRACTOR; and
ROE CORPORATIONS 1-25

Third-Party Defendants

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

DEFENDANTS' REPLY IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT

///

**DEFENDANTS' REPLY IN SUPPORT OF MOTION FOR SUMMARY
JUDGMENT**

COME NOW, Defendants GOLDEN NUGGET, INC. and LANDRY'S, INC. ("Defendants"), by and through their attorney, Annalisa N. Grant, Esq. of GRANT & ASSOCIATES, and hereby submit the instant Reply in Support of their Motion for Summary Judgment in the above-captioned matter.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The history of this particular Motion is tortured at best as Plaintiffs continue their efforts to keep two entities that should not be parties to this lawsuit in the case. As Plaintiffs note in the very beginning of their Opposition – when they originally named and served these moving Defendants the undersigned informed counsel that they had named the wrong entity. Instead of simply swapping incorrect entities for the proper one, they included the proper entity that actually owns and operates the Laughlin Nugget (GNL, Corp.), but have fought to keep the incorrect entities in as well.

Defendants originally filed a motion to dismiss, which was denied by this Court due to Plaintiffs' allegations and the lack of evidence (given the nature of the Motion). Since then, Defendants have answered, been served with discovery, responded to discovery, and now bring the same Motion, under the same facts because the fact is *neither GNI nor Landry's directly owns or operates the Laughlin Nugget*. In fact, as is demonstrated in the Motion, Landry's is not even in the direct chain of ownership of GNL. While GNI may be GNL's parent, there is no basis for keeping them in the action under Nevada law.

Moving beyond the legal basis for the Motion – which is overwhelmingly in favor of judgment for Defendants – there is no logical reason for Plaintiffs' actions other than perhaps to inconvenience and harass Defendants. Plaintiffs' entire opposition follows the same lines as it opposed the Motion to dismiss – its unfounded allegations that somehow Defendants own or operate the property, despite verified discovery responses and admissions to the contrary. Perhaps if there was some risk that Defendant was a fly-by-night operation that was

underfunded this focus on keeping additional entities in the case may make sense – but Defendant GNL is not underfunded; it is an active entity, with assets and insurance that *owns and operates a casino*.

II. LAW AND ARGUMENT

A. PLAINTIFFS HAVE FAILED TO REBUT LANDRY’S PRIMA FACIA SHOWING THAT THE COURT LACKS JURISDICTION OVER IT

Defendant Landry’s has demonstrated that the Court does not have jurisdiction over it with respect to the subject incident. Plaintiffs’ reliance on a SEC filing that predates the incident by almost a decade and some news articles that are unspecific, do not state what Plaintiffs allege.

Plaintiffs cite to a form 10-Q from 2005/2006, indicating that Defendant GNL was a subsidiary of Landry’s Restaurant’s, Inc. *See*, Opposition at **EXHIBIT B**. However, as Defendant Landry’s noted in its discovery responses, the current corporate structure has been in place since September 30, 2013. *See*, a copy of Landry’s responses to Interrogatories attached to the Motion as **EXHIBIT A** (note a copy is also contained in Plaintiff’s **EXHIBIT E**). It is further notable that Landry’s was a public company in 2006, but was purchased and became a privately held company in or around 2010. As indicated in Defendant’s discovery responses, its corporate structure changed thereafter.

Plaintiffs also refer to a press release issued in response to the data breach referenced in Plaintiffs’ opposition to the Motion to Dismiss. *See*, **EXHIBIT D** to Plaintiffs’ Opposition. However, the press release was issued by Landry’s, Inc. and “Golden Nugget Hotels and Casinos” and collectively refer to themselves as the “Companies.” These companies would include GNL.

Without regurgitating all of the legal authority set forth in the Motion, there is to be expected some sharing of professional service such as a cyber-security firm between entities in a corporate family without giving rise to joint liability or *de facto* piercing of the corporate veil. *See, F. Hoffman-La Roche, Inc. v. Superior Court*, 30 Cal. Rptr. 3d 407, 418 (2005); Cited by,

1 *Viega GmbH v. Eighth Jud. Dist. Ct.*, 328 P.3d 1152, 1160 (2014). Additionally, Landry's has
2 subsidiaries of subsidiaries (**not** including GNL) in its corporate chain which operate businesses
3 within the premises of the Laughlin Nugget for which it would make sense to issue a general
4 announcement. Further, as was addressed at the last hearing on this issue, the notice also
5 references Starbuck's as a "location that was affected," although Defendants obviously do not
6 own Starbucks.

7 Plaintiffs make the emphasized argument that, "***GNL's responses to these***
8 ***Interrogatories do not say anything about management or operation of the Laughlin***
9 ***Nugget.***" *See*, Opposition at 12:17-18 (emphasis in original). But that is not accurate. In its
10 responses GNL states: "Golden Nugget, Inc. is a holding company that does not directly or
11 indirectly, manage or operate GNL, CORP. All day-to-day activities relating to the operation
12 and management are conducted by GNL, CORP. employees." *See*, GNL's Supplemental
13 response to Interrogatory 29, attached to the Motion as **EXHIBIT A**. Landry's also addressed the
14 issue, "Furthermore, Landry's, Inc. neither directly nor indirectly, through one or more of its
15 subsidiaries, operates or controls GNL, CORP. Landry's, Inc.'s wholly owned subsidiaries
16 operate restaurants inside the casino." *See*, Landry's response to Interrogatory 3, attached to the
17 Motion as **EXHIBIT C**.

18 ***1. Plaintiffs' Only Supporting Case Does Not Support Their Position on Jurisdiction***

19 It is also notable that Plaintiffs' Opposition contains a dearth of legal authority, and
20 relies almost entirely on unfounded speculation and allegations. Somewhat ironically, the only
21 case Plaintiffs cite to on the issue of jurisdiction is *Trump v. Eighth Judicial Dist. Court*, 857
22 P.2d 740, 748 (Nev. 1993) case where the Defendant (Trump) in an intentional interference with
23 contractual relations case actively pursued an employee in the state, negotiated a contract in the
24 state, and set up a trust in the state as part of an agreement. *Id.*; *See also*, *Dogra v. Liles*, 129
25 Nev. Adv. Op. 100 (2013) (distinguishing *Trump*).

26 What is ironic about the *Trump* case is that the Plaintiff, GNLV, Corp., is the entity that
27 owns and operates the Las Vegas Golden Nugget Hotel and Casino. Landry's was not a party to
28 that case, nor was GNI, because they do not own or operate the Las Vegas Nugget. Likewise,

1 they have no involvement in the Laughlin Nugget to support Plaintiffs' attempt to bring them
2 into the instant case.

3 Meanwhile, there is a host of authority in Nevada case law as well as Federal case law
4 that finds it takes substantially more than the extremely slight contacts Landry's has, which only
5 consist of regulatory filings and actions of its subsidiaries.

6 In *Glater v. Eli Lilly & Co.*, 744 F.2d 213 (1st Cir.1984), the defendant corporation not
7 only advertised its wares within the forum state (New Hampshire), but also employed eight
8 sales representatives within the state, three of whom were residents. *Id.* at 215. Although the
9 defendant did business within New Hampshire, we nonetheless held that its contacts were too
10 fragmentary to satisfy the constitutional standard for the exercise of general jurisdiction.

11 To much the same effect is *Seymour v. Parke, Davis & Co.*, 423 F.2d 584 (1st Cir.1970).
12 In that situation, the defendant employed several salesmen who transacted business in the forum
13 state, disseminating product information and taking orders. *Id.* at 585. Defendant also advertised
14 in the forum by mail and otherwise. *Id.* Still, we ruled that the Constitution would not permit a
15 state to assume general jurisdiction in such circumstances. *Id.* at 587; *see also Helicopteros*, 466
16 U.S. at 417–18, 104 S.Ct. at 1873–74 (regular course of purchases within state not enough to
17 warrant assertion of general personal jurisdiction); *Dalmau Rodriguez v. Hughes Aircraft Co.*,
18 781 F.2d 9, 14–15 (1st Cir.1986) (submission of bid and trips into forum by defendant's
19 employees to render technical assistance and make sales call “too attenuated” to ground
20 personal jurisdiction); *cf. American Express Int'l, Inc. v. Mendez–Capellan*, 889 F.2d 1175,
21 1179–81 (1st Cir.1989) (maintenance of bank accounts in forum, payment of bills from those
22 accounts, and sending of employees into forum for training sessions not enough to permit
23 exercise of personal jurisdiction).

24 There is simply no evidence that Landry's owned or operated the Laughlin Nugget. To
25 the contrary, verified discovery responses and the admission of the entity that actually owns the
26 property prove that Landry's did not own or operate the Laughlin Nugget at the time of
27 Plaintiffs' incident. Accordingly, summary judgment is appropriate.

28 B. DEFENDANT'S NRCP 56(f) REQUEST SHOULD BE DENIED AS ADDITIONAL

DISCOVERY WOULD NOT CHANGE THE OUTCOME OF THE MOTION

One particular piece of legal authority that is especially relevant to this analysis is an excerpt from the *Viega GmbH* that was originally cited in the Motion:

As the Second Circuit Court of Appeals has recognized, such problems in overcoming the presumption of separateness are inherent in attempting to sue a foreign corporation that is part of a carefully structured corporate family, and *courts may not create exceptions to get around them*:

‘We recognize that *without discovery* it may be extremely difficult for plaintiffs ... to make a *prima facie* showing of jurisdiction over a foreign corporation.... [But] [t]he rules governing establishment of jurisdiction over such a foreign corporation are clear and settled, and it would be inappropriate for us to deviate from them or to create an exception to them because of the problems plaintiffs may have in meeting their somewhat strict standards.

Accordingly, for the reasons set forth above, we grant the petition and direct the clerk of the court to issue a writ of prohibition precluding the district court from allowing the case to proceed against the German Viega companies.

Viega GmbH v. Eighth Jud. Dist. Ct., 328 P.3d 1152, 1161 (2014); *Quoting, Jazini v. Nissan Motor Co., Ltd.*, 148 F.3d 181, 186 (2d Cir. 1998) (emphasis added).

The holding of the Nevada Supreme Court, and the relevant authority from jurisdictions around the country, is quite clear. Where there is a *prima facie* showing of no jurisdiction, as there is here – complete with discovery responses, then granting discovery on the issue is inappropriate.

C. TO THE EXTENT PLAINTIFFS SEEK DISCOVERY RELATED RELIEF, SUCH A REQUEST IS IMPROPER

Plaintiff has not complied with EDCR 2.34, among other issues, which makes the requested discovery relief improper. While Plaintiffs correctly note that the undersigned was out of the country following the responses to discovery, the responses were served on a Monday, counsel remained in town until that following Friday and Plaintiffs’ counsel did not contact the undersigned. Further, the verified discovery responses provide the information that is germane to the instant motion – that being the relationship of the entities.

///

D. PLAINTIFFS HAVE FAILED TO STATE A CLAIM AGAINST GNI

Plaintiffs' argument that GNI owns and controls the Laughlin Nugget misses the point. First off, GNI is the parent company of GNL, which owns and operates the Laughlin Nugget. Consolidated reporting when GNI was part of a public entity is not a sufficient basis to pierce the corporate veil and impose liability against it for the actions of its subsidiary GNL. GNI obviously does not make the same jurisdictional arguments that Landry's does, as GNI is a Nevada Corporation. Nevertheless, the only allegation against GNI is that it owned and operated the Laughlin Nugget and, with those allegations disproven, it is entitled to summary judgment.

III. CONCLUSION

Based upon the foregoing law and argument, Defendants GNI and Landry's respectfully request that this Honorable Court grant their Motion for Summary Judgment with respect to all causes of action.

DATED this 20th day of June, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Annalisa.Grant@aig.com

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

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 20th day of June, 2017, I served a true and correct copy of the foregoing **DEFENDANTS' REPLY IN SUPPORT OG MOTION FOR SUMMARY JUDGMENT** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Negligence - Premises Liability

COURT MINUTES

June 27, 2017

A-16-739887-C Joe Brown, Plaintiff(s)
vs.
Landry's Inc., Defendant(s)

June 27, 2017 9:30 AM All Pending Motions

HEARD BY: Kishner, Joanna S.

COURTROOM: RJC Courtroom 12B

COURT CLERK: Phyllis Irby/pi
Anntoinette Naumec-Miller

RECORDER: Sandra Harrell

REPORTER:

PARTIES

PRESENT:	Grant, Annalisa N	Attorney for Defendants Golden Nugget Inc. and Landry's Inc.
	Iqbal, Mohamed A.	Attorney for Plaintiffs
	Mitchell, William C.	Attorney for Third Party Defendant

JOURNAL ENTRIES

- DEFENDANT'S MOTION FOR SUMMARY JUDGMENT...PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND, IN THE ALTERNATIVE, REQUEST FOR DISCOVERY UNDER NRCP 56(F)

Arguments by Ms. Grant and Mr. Iqbal. COURT stated its FINDINGS and ORDERED, Deft's Motion for Summary Judgment DENIED, Pltf's Countermotion for Rule 56(f) Relief GRANTED. Counsel for Pltf to prepare the Order, provide it to counsel and submit to the Court in accordance with EDCR 7.21.

CLERK'S NOTE: This minute order was corrected to reflect MSJ was denied and Countermotion was granted./pi

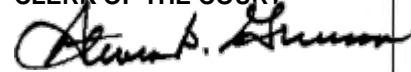
PRINT DATE: 07/14/2017

Page 1 of 2

Minutes Date: June 27, 2017

JNB00215

CLERK'S NOTE: Minutes corrected. anm/7/14/17



NEOJ

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

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1-(702) 750-2950 (Tel)

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

info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF ORDER
DENYING DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT AND
GRANTING PLAINTIFFS'
COUNTERMOTION FOR DISCOVERY
UNDER NRCP 56(f)**

PLEASE TAKE NOTICE that the Order Denying Defendants' Motion for Summary Judgment and Granting Plaintiffs' Countermotion for Discovery under NRCP 56(f) has been entered on July 28, 2017, a copy of which is attached hereto.

Dated this 31th day of July, 2017.

Respectfully Submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal

NOTICE OF ENTRY OF ORDER

1 of 2

JNB00217

Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
101 Convention Center Dr., Suite 1175
Las Vegas, Nevada 89109
*Attorneys for Plaintiffs Joe N. Brown and
Nettie J. Brown*

CERTIFICATE OF SERVICE

On the 31th day of July, 2017, I filed the following document on behalf of Creditor Patriot-
Reading Associates, LLC: **NOTICE OF ENTRY OF ORDER DENYING DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT AND GRANTING PLAINTIFFS'
COUNTERMOTION FOR DISCOVERY UNDER NRCP 56(f)** by the following means to
the persons as listed below:

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

Grant & Associates

Contact

Email

Annalisa N. Grant, Esq.

Annalisa.Grant@AIG.com

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Contact

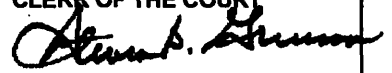
Email

Margarita Moreno

rmcmfiling@mcmlaw.com

/s/ Jaime Serrano, Jr.

An Employee of Iqbal Law PLLC



ORDER

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**ORDER DENYING DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT
AND GRANTING PLAINTIFFS'
COUNTERMOTION FOR DISCOVERY
UNDER NRCP 56(f)**

Date: June 27, 2017

Time: 9:30 am

Defendants Golden Nugget, Inc. and Landry's, Inc. ("Defendants") Motion for Summary Judgment regarding Plaintiffs Joe Brown and Nettie Brown's ("Plaintiffs") Complaint, and Plaintiffs' Countermotion for Discovery Under NRCP 56(f), came on for hearing on June 27, 2017 at 9:30 am in Department 31 before the Honorable Joanna S. Kishner, with Annalisa N. Grant, Esq., of Grant and Associates appearing on behalf of the Defendants, Mohamed A. Iqbal, Jr., Esq., of Iqbal Law PLLC appearing on behalf of the Plaintiffs, and William C. Mitchell, Esq., of the law firm of Rogers, Mastrangelo, Carvalho & Mitchell, appearing on behalf of Third-Party Defendant Thyssenkrupp Elevator Corporation.

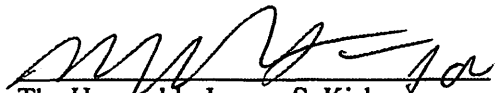
1 of 2
ORDER

1 With the Court having read and considered Defendants' Motion for Summary Judgment,
2 Plaintiffs' Opposition to the Motion for Summary Judgment and Countermotion for Discovery
3 Under NRCP 56(f), and Defendants' Reply, and having heard the arguments of counsel, and
4 good cause appearing, it is hereby ORDERED that:

5 Defendants' Motion for Summary Judgment is DENIED without prejudice; and


6 Plaintiffs' Countermotion for Discovery Under NRCP 56(f), with respect to Plaintiffs'
7 discovery served on Defendants on April 19, 2017 and the basis for the Countermotion, is
8 GRANTED.

9 DATED this 20th day of July, 2017:

10
11 
12 The Honorable Joanna S. Kishner
13 Department XXXI
HK

14 Respectfully submitted after circulation to all
15 Counsel appearing at the above-referenced Hearing:

16 IQBAL LAW PLLC

17 By: 
18 Mohamed A. Iqbal, Jr. (NSB #10623)
19 Christopher Mathews (NSB #10674)
20 101 Convention Center Drive, Suite 1175
21 Las Vegas, Nevada 89109

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