

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
OF JOE N. BROWN,

Appellant,

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

Respondents.

No. 80581

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APPENDIX TO APPELLANT'S OPENING BRIEF
VOLUME 3

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INDEX TO APPELLANT'S OPENING BRIEF APPENDIX
VOLUME 3

<u>Document</u>	<u>Page Number</u>
Iqbal's Decl ISO Mot for Leave SAC_05Jul18	JNB00405-00515
TKE's Oppo to Mot for Leave to File SAC_20Jul18	JNB00516-00535
GNL's Oppo to Mot for Leave to File SAC_23Jul18	JNB00536-00591
Reply ISO Mot for Leave to File SAC_02Aug18	JNB00592-00603
Transcript 07Aug18 Mot for Leave to File SAC 10Aug18	JNB00604-00619
NEOJ Granting Leave to File SAC_12Sep18	JNB00620-00621
SAC_18Sep18	JNB00622-00628
TKE's Answer to SAC_11Oct18	JNB00629-00635
Landry & GNL's MSJ_01Nov18	JNB00636-00709

INDEX TO APPELLANT'S OPENING BRIEF APPENDIX
VOLUMES 1-18

<u>Document</u>	<u>Page Number</u>
Complaint in Case no. A-16-739887-C_12Jul16	JNB00001-00006 (Volume 1)
First Amended Complaint_01Sep16	JNB00007-00012 (Volume 1)
[GNL's] Answer to First Amended Complaint_21Sep16	JNB00013-00019 (Volume 1)
[GNL's] First Amended Answer to FAC_26Sep16	JNB00020-00026 (Volume 1)
[GNL's] Third-Party Complaint_23Jan17	JNB00027-00036 (Volume 1)
TKE Demand Prior Pleadings & Disc 17Feb17	JNB00037-00039

	(Volume 1)
Landry & GNL's Demand Jury Trial_03Apr17	JNB00040-00041 (Volume 1)
Landry & GNL's MSJ_23May17	JNB00042-00082 (Volume 1)
Oppo to MSJ and P's Req for Disc Under 56f_07Jun17	JNB00083-00206 (Volume 1)
Landry & GNL's Reply ISO MSJ_20Jun17	JNB00207-00214 (Volume 1)
CM re Landry & GNL's MSJ_27Jun22	JNB00215-00216 (Volume 1)
NEOJ Denying MSJ & Granting P's Countermot for Disc Under 56f_31Jul17	JNB00217-00220 (Volume 1)
Landry & GNL's Mot for Recon_01Aug17	JNB00221-00251 (Volume 2)
Oppo to Mot for Recon_18Aug17	JNB00252-00258 (Volume 2)
Mot to Compel Disc from Landry & GNL and Req for Sancts_23Aug17	JNB00259-00277 (Volume 2)
Landry and GNL's Reply ISO Mot for Recon_24Aug17	JNB00278-00283 (Volume 2)
Exhs of Erra to Mot to Compel Disc & Req for Sancts_24Aug17	JNB00284-00370 (Volume 2)
Supp Oppo to Landry & GNL' Reply ISO Mot for Recon_30Aug17	JNB00371-00378 (Volume 2)
GNL's Oppo to Mot to Compel Discovery_11Sep17	JNB00379-00389 (Volume 2)
Reply ISO of P's Mot to Compel Discovery & Req for Sancts_06Oct17	JNB00390-00397 (Volume 2)
NEOJ Denying GNL's Mot for Recon_31Oct17	JNB00398-00404 (Volume 2)
Iqbal's Decl ISO Mot for Leave SAC_05Jul18	JNB00405-00515 (Volume 3)
TKE's Oppo to Mot for Leave to File SAC_20Jul18	JNB00516-00535 (Volume 3)
GNL's Oppo to Mot for Leave to File SAC_23Jul18	JNB00536-00591 (Volume 3)
Reply ISO Mot for Leave to File SAC_02Aug18	JNB00592-00603 (Volume 3)

Transcript 07Aug18 Mot for Leave to File SAC_10Aug18	JNB00604-00619 (Volume 3)
NEOJ Granting Leave to File SAC_12Sep18	JNB00620-00621 (Volume 3)
SAC_18Sep18	JNB00622-00628 (Volume 3)
TKE's Answer to SAC_11Oct18	JNB00629-00635 (Volume 3)
Landry & GNL's MSJ_01Nov18	JNB00636-00709 (Volume 3)
Landry & GNL's MSJ on Liability & Punitive Damages_01Nov18	JNB00710-00856 (Volume 4)
Landry's MTD for Jurisdiction_01Nov18	JNB00857-00870 (Volume 4)
Landry & GNL's Err to MSJ on Liability & Punitive Damages_08Nov18	JNB00871-00874 (Volume 4)
Landry & GNL's MiL 1 to Excl Nalamachu for Unauth MD Practice in NV_13Nov18	JNB00875-00914 (Volume 4)
Landry & GNL's MiL 2 Other Incidents or Repairs 3 Disc Matters_13Nov18	JNB00915-00935 (Volume 4)
TKE's MiL 3 Responsibility Avoid & Reptile Theory Args_13Nov18	JNB00936-00951 (Volume 4)
TKE's MiL 4 Improper Voir Dire_13Nov18	JNB00952-00960 (Volume 5)
TKE's MiL 6 Excl of Evidence_13Nov18	JNB00961-00980 (Volume 5)
[TKE's] MiL 7 Claim TKE Hid Evidence_13Nov18 (part 1)	JNB00981-01050 (Volume 6)
[TKE's] MiL 7 Claim TKE Hid Evidence_13Nov18 (part 2)	JNB01051-01078 (Volume 7)
P's MiL 1 Excl Expert Davis Turner_13Nov18	JNB01079-01087 (Volume 7)
Mohamed Iqbal Jr.'s Decl ISO P's MiL 1_14Nov18 (part 1)	JNB01088-01200 (Volume 7)
Mohamed Iqbal Jr.'s Decl ISO P's MiL 1_14Nov18 (part 2)	JNB01201-01334 (Volume 8)
TKE's MiL 8 Excl Testim Sheila Nabors Swett_14Nov18	JNB01335-01427 (Volume 8)
TKE's Joinder ISO GNL's MSJ on Punitive	JNB01428-01437

Damages_16Nov18	(Volume 9)
Err to TKE's MiL 7_19Nov18	JNB01438-01443 (Volume 9)
Oppo to Landry & GNL's MSJ_19Nov18	JNB01444-01531 (Volume 9)
P's Oppo to MTD_19Nov18	JNB01532-01578 (Volume 9)
TKE's Joinder to GNL's MiL 1 Excl Nalamachu_19Nov18	JNB01579-01581 (Volume 9)
TKE's Joinder to GNL's MiL 2 & 3_19Nov18	JNB01582-01584 (Volume 9)
Err to P's Oppo to MTD & MSJ_20Nov18	JNB01585-01718 (Volume 10)
Reply ISO of Landry's MTD_27Nov18	JNB01719-01735 (Volume 10)
GNL Reply ISO Landry & GNL's MSJ_28Nov18	JNB01736-01746 (Volume 10)
Reply ISO MSJ Liability & Punitive Damages_28Nov18	JNB01747-01753 (Volume 10)
P's Resp to TKE's Joinder and Brief ISO GNL's MSJ Pun Damages_30Nov18	JNB01754-01800 (Volume 10)
Landry & GNL's Oppo to P's Mils 1 Excl Davis_03Dec18	JNB01801-01806 (Volume 10)
TKE's Oppo to P's Mils 1 Exlc Davis_03Dec18	JNB01807-01819 (Volume 11)
CM Open Matters and TKE's Joinder to GNL's MSJ Pun Damages_04Dec18	JNB01820-01821 (Volume 11)
P's Emerg Mot Reopen Disc & Sancts w Exhs_10Dec18 (part 1)	JNB01822-02029 (Volume 11)
P's Emerg Mot Reopen Disc & Sancts w Exhs_10Dec18 (part 2)	JNB02030-02104 (Volume 12)
TKE's Oppo to Emerg Mot to Reopen Disc etc_20Dec18 (part 1)	JNB02105-02258 (Volume 12)
TKE's Oppo to Emerg Mot to Reopen Disc etc_20Dec18 (part 2)	JNB02259-02313 (Volume 13)
GNL's Joinder to TKE's Oppo to Emerg Mot_20Dec18	JNB02314-02320 (Volume 13)
TKE's Reply ISO Joinder & GNL's MSJ Pun Damages_21Dec18	JNB02321-02330 (Volume 13)

P's Reply ISO Emerg Mot_28Dec18	JNB02331-02422 (Volume 13)
CM P's Emerg Mot_08Jan19	JNB02423-02423 (Volume 13)
NEOJ Granting P's Emerg Mot_11Feb19	JNB02424-02433 (Volume 13)
P's Oppo to TKE's MiL 7 TKE Hid Evidence_15Feb19	JNB02434-02447 (Volume 13)
P's Oppo to TKE's MiL 8 Excl Sheila Nabors Swett 15Feb19	JNB02448-02451 (Volume 13)
P's Oppo to TKE's MiL 3 Responsib Avoid & Reptile Theory_15Feb19	JNB02452-02455 (Volume 13)
P's Oppo to TKE's MiL 6 Excl Evidence_15Feb19	JNB02456-02467 (Volume 13)
P's Oppo to Landry & GNL's MiL 1 Excl Nalamachu 15Feb19	JNB02468-02505 (Volume 14)
P's Oppo to Landry & GNL's MiL 2 Other Incidents 15Feb19	JNB02506-02509 (Volume 14)
P's Oppo to TKE's MiL 4 Improper Voir Dire_15Feb19	JNB02510-02514 (Volume 14)
P's MiL 2 Davis Lee Turner Testimony_25Feb19	JNB02515-0254 (Volume 14)
TKE's Reply ISO MiL 3 Responsib Avoid & Reptile Theory Arguments_28Feb19	JNB0255-02546 (Volume 14)
TKE's Reply ISO MiL 4 Improper Voir Dire_28Feb19	JNB02547-02550 (Volume 14)
TKE's Reply ISO MiL 6 Excl Evidence_28Feb19	JNB02551-02565 (Volume 14)
TKE's Reply ISO MiL 7 TKE Hid Evidence_28Feb19	JNB02566-02577 (Volume 14)
TKE's Reply ISO MiL 8 Excl Testim Sheila Nabors Swett 28Feb19	JNB02578-02582 (Volume 14)
TKE's Reply ISO Joinder to GNL's MiL 2 Other Incidents_28Feb19	JNB02581-02586 (Volume 14)
GNL's Reply ISO GNL's MiLs 1-3_28Feb19	JNB02587-02592 (Volume 14)
TKE's Oppo to P's MiL 2 Turner's Opinions on Alcohol Use 08Mar19	JNB02593-02597 (Volume 14)
GNL's Joinder to TKE's Oppo to P's MiL 2 Excl Turner's	JNB02598-02600

Opinions on Alcohol Use_11Mar19	(Volume 14)
NEOJ Granting SJ to Landry's & GNL_11Mar19	JNB02601-02608 (Volume 14)
NEOJ TKE's SAO to Cont Pretrial Conf_19Mar19	JNB02609-02614 (Volume 14)
P's Reply ISO P's MiL 2 Turner's Opinions on Alcohol Use_20Mar19	JNB02615-02618 (Volume 14)
Transcript 28Mar19 MiL 1 Excl Nalamachu_10Dec21	JNB02619-02669 (Volume 14)
NEOJ Liability & Pun Damages_19Apr19	JNB02670-02675 (Volume 14)
SAO Disc Matters & Trial Stack_22Apr19	JNB02676-02678 (Volume 14)
NEOJ TKE's MiLs 1-6_27Jun19	JNB02679-02683 (Volume 14)
MTEX Deadline for Court-Ordered Disc_27Jun19	JNB02684-02718 (Volume 15)
TKE's Obj to Panero Subpoena_01Jul19	JNB02719-02727 (Volume 15)
TKE's Oppo to MTEX Deadline for Court-Ordered Disc_03Jul19	JNB02728-02750 (Volume 15)
GNL's Joinder to TKE's Oppo to MTEX Disc_05Jul19	JNB02751-02753 (Volume 15)
Reply ISO MTEX Deadline for Court-Ordered Disc_08Jul19	JNB02754-02759 (Volume 15)
TKE's Joinder to GNL's MSJ Punitive Damages_26Jul19	JNB02760-02769 (Volume 15)
P's Omnibus Oppo to GNL's MSJ Punitive and TKE's Joinder_06Aug19	JNB02770-02783 (Volume 15)
Exhs to P's Omnibus Oppo to MSJ_07Aug19 (part 1)	JNB02784-02889 (Volume 15)
Exhs to P's Omnibus Oppo to MSJ_07Aug19 (part 2)	JNB02890-02995 (Volume 16)
NEOJ Denying P's MTEX Court-Ordered Disc_07Aug19	JNB02996-02999 (Volume 16)
NEOJ TKE's MiLs 7 Granted and 8 Deferred_07Aug19	JNB03000-03003 (Volume 16)
NEOJ Granting GNL's MSJ & TKE's Joinder Pun Damages_27Sep19	JNB03004-03012 (Volume 16)

Transcript 07Oct19_10Dec21 (part 1)	JNB03013-03130 (Volume 16)
Transcript 07Oct19_10Dec21 (part 2)	JNB03131-03168 (Volume 17)
GNL's Object to Depo Excerpts 24Jan18 Don Hartmann_07Oct19	JNB03169-03176 (Volume 17)
GNL's Object to Depo Excerpts 17May19 Don Hartmann_07Oct19	JNB03177-03181 (Volume 17)
CM Further Proceedings_11Oct19	JNB03182-03182 (Volume 17)
NEOJ GNL's MiLs 1 Deferred, 2-3 Granted_16Oct19	JNB03183-03188 (Volume 17)
NEOJ TKE's MiL 8 Granted_24Oct19	JNB03189-03197 (Volume 17)
Not of P's Appeal Pun Damages & TKE's MiL 8 Excl Sheila Nabors Swett_28Oct19	JNB03198-03214 (Volume 17)
P's Case Appeal Statement_28Oct19	JNB03215-03219 (Volume 17)
GNL's Revised Obcts Depo Excerpts 24Jan18 Hartmann_14Nov19	JNB03220-03227 (Volume 17)
GNL's Rev Objects to P's Depo Excerpts 24Jan18 Hartmann_15Nov19	JNB03228-03230 (Volume 17)
SAO TKE & GNL's Dism 3P Complaint_22Nov19	JNB03231-03233 (Volume 17)
NEOJ Dism 3P Complaint_27Nov19	JNB03234-03238 (Volume 17)
P's 7.27 Civil Trial Memo 1 Open Statms & Demost Exhs_05Dec19	JNB03239-03243 (Volume 17)
P's 7.27 Civil Trial Memo 2 Med Bills from P's Exh30_16Dec19	JNB03244-03247 (Volume 17)
P's 7.27 Civil Trial Memo 3_16Dec19	JNB03248-03254 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec_16Dec19	JNB03255-03261 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec_16Dec19	JNB03262-03268 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec with Excerpts_16Dec19	JNB03269-03369 (Volume 17)
TKE's 7.27 Civil Trial Memo 1_16Dec19	JNB03370-03385

	(Volume 18)
GNL's 7.27 Brief ISO Anticip Oral Mot for Judg_16Dec19	JNB03386-03391 (Volume 18)
GNL's 7.27 Trial Brief on Medical Bills_17Dec19	JNB03392-03395 (Volume 18)
P's 7.27 Civil Trial Memo 4 Reading Christopher Dutcher Depo_18Dec19	JNB03396-03396 (Volume 18)
Jury Instructions_18Dec19	JNB03397-03435 (Volume 18)
Jury Trial Verdict_18Dec19	JNB03436-03436 (Volume 18)
NEOJ Jury Verdict_09Jan20	JNB03437-03441 (Volume 18)
P's Not of Appeal on Jury Verdict_08Feb20	JNB03442-03448 (Volume 18)
P's Case Appeal Statement_09Feb20	JNB03449-03452 (Volume 18)
Mot for Leave to Proceed on Appeal In Forma Pauperis_24Feb20	JNB03453-03460 (Volume 18)
GNL's Oppo to P's Mot for Leave Pauperis_09Mar20	JNB03461-03463 (Volume 18)
Not of Evidenciary Hearing_13Apr20	JNB03464-03465 (Volume 18)
CM Evidentiary Hearing_23Apr20	JNB03466-03466 (Volume 18)
P's Supp Mot for Leave Pauperis_28Apr20	JNB03467-03480 (Volume 18)
P's Not of Appeal Attorneys' Fees Award_05May20	JNB03481-03491 (Volume 18)
P's Case Appeal Statem Attorneys' Fees Award_05May20	JNB03492-03495 (Volume 18)
Order Granting In Forma Pauperis_06May20	JNB03496-03498 (Volume 18)
Court's 2nd Order Req for Transcripts Clarification_04Oct21	JNB03499-03502 (Volume 18)
P's Not of Transcript Clarification_03Jun20	JNB03503-03508 (Volume 18)

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

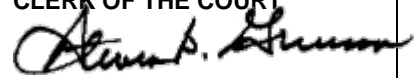
I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 3** to be served as follows:

___ 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**



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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**DECLARATION OF
MOHAMED IQBAL
IN SUPPORT OF
PLAINTIFFS' MOTION FOR LEAVE TO
FILE SECOND AMENDED COMPLAINT**

Date:

Time:

I, MOHAMED IQBAL, 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' Motion for Leave to File Second Amended Complaint.

///

**DECLARATION OF MOHAMED IQBAL IN SUPPORT OF PLAINTIFFS' MOTION
FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

2. Defendants Landry's, Inc., Golden Nugget, Inc., and GNL, Corp. (collectively, the "Nugget Defendants") have, throughout this action, failed to disclose and hid several emails and documents relevant to this action and Plaintiffs' discovery requests and interrogatories.

3. In fact, the Nugget Defendants and third-party defendant Thyssenkrupp Elevator Corporation ("TKE") (collectively, "Defendants") have concealed evidence throughout the pendency of this matter, despite (a) limited, targeted, and reasonable requests for production and interrogatories from Plaintiffs; and (b) obligations and plenty of time to produce the same.

4. Attached as **Exhibit A** to this Declaration is a true and correct copy of an excerpt from the Transcript of the January 24, 2018 Deposition of Don Hartmann, an employee of the Nugget Defendants.

5. Attached as **Exhibit B** to this Declaration is a true and correct copy of the Account History from TKE's Second Supplemental Disclosure dated November 6, 2017 ("TKE 2nd Supp. Discl."). TKE has only produced an account summary for the Subject Escalator through December 2015. The TKE Account History submitted in discovery also is missing information from multiple years. Plaintiffs have demanded additional and up-to-date account records – and the logbook maintained at the Laughlin Nugget.

6. Attached as **Exhibit C** to this Declaration is a true and correct copy of an excerpt from the TKE 2nd Supp. Discl. consisting of Defendants' emails and repair orders from 2012.

7. Attached as **Exhibit D** to this Declaration is a true and correct copy of an excerpt from the Transcript of the May 14, 2018 Deposition of Christopher Dutcher, TKE's mechanic/engineer.

8. Attached as **Exhibit E** to this Declaration is a true and correct copy of an excerpt from the TKE 2nd Supp. Discl. consisting of Defendants' email correspondence from 2015.

9. Attached as **Exhibit F** to this Declaration is a true and correct copy of an excerpt from the Transcript of the March 15, 2018 Deposition of Richard Smith, an employee of the Nugget Defendants.

**DECLARATION OF MOHAMED IQBAL IN SUPPORT OF PLAINTIFFS' MOTION
FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

1 10. Attached as **Exhibit G** to this Declaration is a true and correct copy of the Expert
2 Reports of Sheila Swett (both the initial report and the rebuttal report).

3 11. Attached as **Exhibit H** to this Declaration is a true and correct copy of Plaintiffs'
4 proposed Second Amended Complaint.

5 12. This Declaration is being executed outside of Clark County, Nevada, in
6 Ramanathapuram, Tamil Nadu, India.

7 Dated this 5th day of July 2018.

8
9 By: 
Mohamed Iqbal

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**DECLARATION OF MOHAMED IQBAL IN SUPPORT OF PLAINTIFFS' MOTION
FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

EXHIBIT A

EXHIBIT A

JNB00408

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DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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

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

AND ASSOCIATED CASES

VIDEOTAPED DEPOSITION OF DON HARTMANN
DIRECTOR OF FACILITIES
GOLDEN NUGGET LAUGHLIN

VOLUME I - PAGES 1 THROUGH 259

Taken on Wednesday, January 24, 2018
At 10:15 a.m.

At 2300 South Casino Drive, Gold Room
Laughlin, Nevada

REPORTED BY: JEAN DAHLBERG, RPR, CCR NO. 759, CSR 11715

1 **and ThyssenKrupp came out and replaced the steps.**

2 Q. Okay.

3 A. All I'm making the point is, is if it was
4 **critical, shouldn't we have been told to shut that down?**

5 Q. Now, who would have told you to shut that down?

6 A. Well, I would think that a State inspector --

7 Q. Okay.

8 A. -- not ThyssenKrupp, but a State inspector.

9 Q. Okay. If ThyssenKrupp told you hypothetically,
10 This is a real --

11 A. No. No. No. I believe that it was critical.

12 Q. -- critical --

13 Right. Right.

14 A. I didn't disbelieve him. I'm just -- I'm making
15 **an opinion.**

16 Q. No. And I appreciate that. But hypothetically,
17 if ThyssenKrupp said, This escalator needs to be shut
18 down, would you shut it down?

19 A. **Yes.**

20 Q. Okay. And hypothetically, if Thyssen said these
21 steps are critical and need to be replaced ASAP, you
22 would replace them ASAP?

23 A. **Yes.**

24 Q. Okay. In your mind, when someone says ASAP in
25 an e-mail and it's regarding a down escalator that the

1 keep pushing this forward so we can get those steps
2 replaced.

3 Q. Right. And that was in June. But then it took
4 a follow-up e-mail before you --

5 A. Again, I don't have the authorization to spend
6 \$89,000.

7 Q. Understood.

8 A. I have to wait for approval. Once that approval
9 is received and I'm told to move forward, then I
10 generate a requisition, we order the steps, the steps
11 arrive, we installed them.

12 Q. Understood. Understood. But my question is --

13 A. That's the process.

14 Q. My question is this: Do you need to get
15 approval before responding to Larry's e-mail?

16 MS. McLEOD: Objection; argumentative. Object
17 to form.

18 BY MR. IQBAL:

19 Q. It's a yes-or-no question.

20 A. Yes.

21 Q. You need to get approval before you respond to
22 Larry's e-mail?

23 A. Well, no. No. No. No.

24 Q. Okay. That was my only question there. So let
25 me ask this: If the State has not shut down your

1 escalator, but ThyssenKrupp says there's a serious
2 safety issue, you're going to give weight to what the
3 State thinks?

4 **A. I'm going to give weight to what they both tell**
5 **me, including my third-party inspector.**

6 Q. Okay.

7 **A. So, again, as Director of Facilities, I am going**
8 **to take that information and I'm going to have**
9 **conversations with my authority, which is my general**
10 **manager, and discuss with our corporate office which**
11 **direction we need to go and when this can be funded.**

12 Q. Okay.

13 **A. I cannot arbitrarily just go out and make that**
14 **decision and make a call without authorization.**

15 Q. Right. Right. When the e-mail referenced to
16 avoid any further damage and/or incidents, do you have
17 an understanding to what that was referring to, damage
18 and/or other incidents?

19 **A. I don't. I don't.**

20 Q. Okay. At the time you read the e-mail, did you
21 have a reaction to that?

22 **A. No.**

23 Q. Okay. Now, here you get the e-mail from Larry
24 on June 16th. He follows up with you again on
25 August 5th. You respond right away. Between June 16th,

EXHIBIT B

EXHIBIT B

Account History Report



Report Run Date: 30-OCT-2017 11:40:38 Branch: 108950 Branch Name: Start Date: 01-MAY-2010 End Date: 31-DEC-2015 Activity Status: PROCESSED SR Priority: Customer Acct#: Customer Name: Unit Serial#: US135386 Contract#: Building Name: Route#: SR#: Include PM: Yes Include Callbacks: Yes Include SI: Yes Include Repairs: Yes

thyssenkrupp

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Annual Safety Test	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 9164974 Task #: 5084793 Priority: P3 Standard Payroll Status: PROCESSED Description: ANNUAL ESCALATOR TESTING GOLDEN NUGGET HOTEL #2 Down Resolution: perform annual internal inspections with kathy c. and bill shaefer Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	07/14/2014 02:00:00 PM	07/14/2014 02:00:00 PM	07/14/2014 04:00:00 PM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 9164974 Task #: 5084792 Priority: P3 Standard Payroll Status: PROCESSED Description: ANNUAL ESCALATOR TESTING GOLDEN NUGGET HOTEL #2 Down Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	CLENDENEN, KATHLEEN E	07/14/2014 02:00:00 PM	07/14/2014 02:00:00 PM	07/14/2014 04:00:00 PM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 2813268 Task #: 1713304 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Annual SI Resolution: Safety Test Performed annual safety no load tests Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	07/16/2013 07:00:00 AM	07/16/2013 07:00:00 AM	07/16/2013 09:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
GOLDEN NUGGET HOTEL - Annual Safety Test Subtotal					0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins

JNB00414

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Callback	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 15242816 Task #: 8295174 Priority: P2 Contractual Payroll Status: PROCESSED Description: KEEPS TURNING OFF, NO INJY, SVC MON AM Caller: WINDY HALL PH: 7022987111 Resolution: down escalator, found lip gloss bottle stuck in lower left handrail inlet causing unit to shutdown, also adjusted stepchain tension switches,observed operation and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/02/2015 01:24:00 PM	08/03/2015 01:30:00 PM	08/03/2015 02:30:00 PM	0 hrs 30 mins	0 hrs 30 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14178064 Task #: 7727173 Priority: P2 Contractual Payroll Status: PROCESSED Description: HAD ACCIDENT ON ESC;INJURED;PARAMEDICS TOOK CUST TO HOSPITAL. SVC TUE AM *PER PROTOCOL HAVE TKE LOOK AT ESC* Caller: GEORGE PH: 7022987111 Resolution: down escalator, filled out incident report, see report for information, reviewed security footage, performed visual inspection with state inspector lorne travis, unit returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/25/2015 08:11:00 PM	05/26/2015 08:00:00 AM	05/26/2015 12:00:00 PM	0 hrs 0 mins	4 hrs 0 mins	4 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 13999284 Task #: 7632101 Priority: P2 Contractual Payroll Status: PROCESSED Description: PERSON FELL AND WAS HURT. UNOC, SVC OT/OK Caller: STANLEY VOSS PH: 7022987110 Resolution: down escalator, accident, guest went to hospital, unit down until state inspector has inspected unit Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/12/2015 08:18:00 PM	05/12/2015 07:45:00 PM	05/12/2015 08:30:00 PM	0 hrs 15 mins	0 hrs 30 mins	0 hrs 45 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 13937272 Task #: 7599203 Priority: P2 Contractual Payroll Status: PROCESSED Description: #2 DWN ESC HANDRAIL SQUEAKING TOO MUCH Caller: DON PH: 702-604-7005 Resolution: down escalator, aquired grease gun, proper grease and searched for new step rollers, greased all stepchain roller assemblies that take grease, observed operation and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/07/2015 10:57:46 AM	05/07/2015 12:00:00 PM	05/07/2015 03:00:00 PM	0 hrs 0 mins	3 hrs 0 mins	3 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 13729600 Task #: 7488723 Priority: P2 Contractual Payroll Status: PROCESSED Description: DOWN ESC NOT WORKING Caller: PEGGY PH: 702 298 7161 Resolution: down escalator, unit reported not restarting, unit running on arrival Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	04/24/2015 09:34:46 AM	04/24/2015 12:00:00 PM	04/24/2015 12:30:00 PM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins

JNB00415

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Callback	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 10892656 Task #: 5977631 Priority: P2 Contractual Payroll Status: PROCESSED Description: LOOSE STEPS ON ESC, NO ONJ SVC TUES AM. Caller: ALVIN DYKES PH: 7082987111 Resolution: down escalator,removed 2 steps,replaced both trailwheel rollers on both steps,reinstalled steps,observed operation and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	10/27/2014 05:05:00 PM	10/28/2014 01:30:00 PM	10/28/2014 02:30:00 PM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8363424 Task #: 4627749 Priority: P2 Contractual Payroll Status: PROCESSED Description: NOISE ON TOP S/D NO INJURYS SVC TODAY ASAP Caller: CHRISTY PH: 7022987111 Resolution: down escalator,found to have bad gearbox that needs replacement,unit shutdown Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/11/2014 07:33:00 AM	05/11/2014 04:15:00 PM	05/11/2014 05:45:00 PM	0 hrs 30 mins	1 hrs 0 mins	1 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 4814324 Task #: 2761568 Priority: P2 Contractual Payroll Status: PROCESSED Description: Work Not Finished: BANG NOISE BOTTOM,NO INJURYS SVC TODAY OT OK Caller: CRITINA TANNER PH: 7022987111 Resolution: down esc,aquired new stepguide track,fabricated material,installed stepguide track and adj,replaced steps,replaced inner decking,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/30/2013 08:33:00 AM	07/01/2013 09:30:00 AM	07/01/2013 12:00:00 PM	0 hrs 0 mins	2 hrs 30 mins	2 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 4814324 Task #: 2754711 Priority: P2 Contractual Payroll Status: PROCESSED Description: BANG NOISE BOTTOM,NO INJURYS SVC TODAY OT OK Caller: CRITINA TANNER PH: 7022987111 Resolution: down esc,steps hitting combs,found broken rh stepguide,redmxoved bad stepguide,need to fabricate new stepguide to same specs,unit s/d Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/30/2013 08:33:00 AM	06/30/2013 01:00:00 PM	06/30/2013 02:30:00 PM	0 hrs 30 mins	1 hrs 0 mins	1 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3656424 Task #: 2149958 Priority: P2 Contractual Payroll Status: PROCESSED Description: SQUEAKING,SVC OT Caller: JEFF DARA PH: 7022987111 Resolution: down esc #2 lubricated skirts Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	02/23/2013 07:40:06 AM	02/23/2013 09:30:00 AM	02/23/2013 10:30:00 AM	0 hrs 30 mins	0 hrs 30 mins	1 hrs 0 mins

JNB00416

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Callback	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3332870 Task #: 1983377 Priority: P2 Contractual Payroll Status: PROCESSED Description: DOWN ESC KEEP SHUTTING DOWNIT RUNS FOR A WHILE THEN S/D WHEN YOU RESTART. SVC ON O.T ASAP. Caller: CHRISTIE PH: 7022987111 Resolution: ADJ LOWER RIGHT AND LEFT SKIRT SWITCHES,Visually observed operation Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	01/13/2013 07:03:02 AM	01/13/2013 12:30:00 PM	01/13/2013 01:30:00 PM	0 hrs 30 mins	0 hrs 30 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3332448 Task #: 1983162 Priority: P2 Contractual Payroll Status: PROCESSED Description: STOPPD WRKG,NO INJ, OT OK Caller: CHRISTIE PH: 7022987111 Resolution: restarted unit,inspected handrail inlets,stop switches,deck plates,observed operation for 15 minutes Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	01/12/2013 12:41:06 PM	01/12/2013 02:00:00 PM	01/12/2013 03:00:00 PM	0 hrs 30 mins	0 hrs 30 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3200550 Task #: 1914680 Priority: P2 Contractual Payroll Status: PROCESSED Description: Continues to shut off Caller: Kelly PH: 298-7111 Resolution: removed inner decking panel,adj skirt switch,ob,rts Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/20/2012 08:40:02 AM	12/21/2012 07:00:00 AM	12/21/2012 09:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3147006 Task #: 1886922 Priority: P2 Contractual Payroll Status: PROCESSED Description: SWITCH ON ESC IS BROKEN,SVC TODAY Caller: PEGGY RUIZ PH: 7022987161 Resolution: unit running on arrival,went to home depot for screws,replaced all missing screws on up unit handrail inlets,adjusted lower handrail inlets,replaced all missing screws on handrail inlets on up unit Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/14/2012 12:30:10 PM	12/14/2012 12:00:00 PM	12/14/2012 03:00:00 PM	0 hrs 0 mins	3 hrs 0 mins	3 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3109252 Task #: 1867245 Priority: P2 Contractual Payroll Status: PROCESSED Description: DOWN ESC KEEPS SHUTTING Caller: PEGGY PH: 298-7161 Resolution: Left unit shutdown. Ordered new stop switch. Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: ON FILE	MORAN, LEONARD J	12/10/2012 12:29:37 PM	12/10/2012 02:00:00 PM	12/10/2012 02:15:00 PM	0 hrs 0 mins	0 hrs 15 mins	0 hrs 15 mins

JNB00417

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Callback	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	MORAN, LEONARD J	12/09/2012 10:09:06 AM	12/09/2012 10:45:00 AM	12/09/2012 12:45:00 PM	0 hrs 30 mins	1 hrs 30 mins	2 hrs 0 mins
Activity Code: SR #: 3099850 Task #: 1862272 Priority: P2 Contractual Payroll Status: PROCESSED							
Description: KEEPS STOPPING, WONT RESET. ADV OF OT. SVC ASAP Caller: CHRISTY TANNER PH: 7022987111							
Resolution: Tested operation for 30 mins all OK.Shut unit down and failed to restart.Adjusted acces safety switch on LH side. Found stop switch cover making contact with stop switch. Shimmed stop switch cover.							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
GOLDEN NUGGET HOTEL - Callback Subtotal					3 hrs 45 mins	22 hrs 15 mins	26 hrs 0 mins
On Site Repair	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	JOHNSTON, CAMERON D	06/08/2015 07:00:00 AM	06/08/2015 07:00:00 AM	06/12/2015 05:00:00 PM	4 hrs 0 mins	36 hrs 45 mins	40 hrs 45 mins
Activity Code: SR #: 14225410 Task #: 7832292 Priority: P3 Standard Payroll Status: PROCESSED							
Description: GOLDEN NUGGET HOTEL REPLACE BAD STEP CHAIN THIS WAS WRITTEN UP BY THE STATE. ESCALATOR: #2 DOWN							
Resolution: N/A							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	WEBSTER, BRANDON P	06/08/2015 07:15:00 AM	06/08/2015 07:15:00 AM	06/11/2015 06:00:00 PM	5 hrs 45 mins	24 hrs 0 mins	29 hrs 45 mins
Activity Code: SR #: 14225410 Task #: 7845161 Priority: P3 Standard Payroll Status: PROCESSED							
Description: GOLDEN NUGGET HOTEL REPLACE BAD STEP CHAIN THIS WAS WRITTEN UP BY THE STATE. ESCALATOR: #2 DOWN							
Resolution: replace step chain replace step chain							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	CLENDENEN, KATHLEEN E	05/23/2014 06:00:00 AM	05/23/2014 06:00:00 AM	05/23/2014 06:00:00 PM	2 hrs 0 mins	10 hrs 0 mins	12 hrs 0 mins
Activity Code: SR #: 8414662 Task #: 4745980 Priority: P3 Standard Payroll Status: PROCESSED							
Description: GOLDEN NUGGETREMOVE AND INSTALL DAMAGED ESCALTOR GEAR BOX #2 DOWN							
Resolution: N/A							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							

JNB00418

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

On Site Repair	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8414662 Task #: 4662632 Priority: P3 Standard Payroll Status: PROCESSED Description: GOLDEN NUGGETREMOVE AND INSTALL DAMAGED ESCALTOR GEAR BOX #2 DOWN Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MCEWEN, MONTE J	05/14/2014 06:00:00 AM	05/14/2014 06:00:00 AM	05/24/2014 02:00:00 AM	2 hrs 0 mins	20 hrs 15 mins	22 hrs 15 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8414662 Task #: 4662633 Priority: P3 Standard Payroll Status: PROCESSED Description: GOLDEN NUGGETREMOVE AND INSTALL DAMAGED ESCALTOR GEAR BOX #2 DOWN Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/14/2014 07:00:00 AM	05/14/2014 07:00:00 AM	05/23/2014 12:00:00 PM	0 hrs 0 mins	12 hrs 0 mins	12 hrs 0 mins
GOLDEN NUGGET HOTEL - On Site Repair Subtotal					13 hrs 45 mins	103 hrs 0 mins	116 hrs 45 mins
Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 17069364 Task #: 9268986 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: observed operation and rode units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/01/2015 06:00:00 AM	12/01/2015 06:00:00 AM	12/01/2015 07:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 16930104 Task #: 9195358 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, spoke with don hartman about proposals Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	11/19/2015 06:00:00 AM	11/19/2015 06:00:00 AM	11/19/2015 07:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins

JNB00419

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 16465236 Task #: 8947603 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, customer relations with don hartman, as per dons request I checked steprollers Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	10/19/2015 09:00:00 AM	10/19/2015 09:00:00 AM	10/19/2015 10:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 16428998 Task #: 8928246 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted john rankin with measurements for modernization proposal Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	10/16/2015 01:00:00 PM	10/16/2015 01:00:00 PM	10/16/2015 02:30:00 PM	0 hrs 0 mins	1 hrs 30 mins	1 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 16221324 Task #: 8817162 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: observed operation of units,customer relations with don hartman about his escalator steps needing replaced Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	10/05/2015 06:15:00 AM	10/05/2015 06:15:00 AM	10/05/2015 09:00:00 AM	0 hrs 0 mins	2 hrs 45 mins	2 hrs 45 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 15946926 Task #: 8671464 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: observed operation of both units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	09/17/2015 08:00:00 AM	09/17/2015 08:00:00 AM	09/17/2015 09:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 15580036 Task #: 8475314 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: observed operation of both escalators,customer relations with don hartman, checked escalator roller assemblies that kone supplied to customer Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/24/2015 06:15:00 AM	08/24/2015 06:15:00 AM	08/24/2015 07:00:00 AM	0 hrs 0 mins	0 hrs 45 mins	0 hrs 45 mins

JNB00420

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 15369868 Task #: 8363230 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Preventive Maintenance Performed Preventive Maintenance Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/10/2015 06:15:00 AM	08/10/2015 06:15:00 AM	08/10/2015 06:45:00 AM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 15309236 Task #: 8330939 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: up and down escalator, visual inspection of units operation, went into golden nugget warehouse to examine escalator steps they had purchased, spoke with don hartman Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/06/2015 06:00:00 AM	08/06/2015 06:00:00 AM	08/06/2015 08:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14934394 Task #: 8130274 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Preventive Maintenance Performed Preventive Maintenance,oiled stepchains,removed inner decking upper left and upper right to oil handrail drive chains,installed inner decking,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	07/13/2015 06:15:00 AM	07/13/2015 06:15:00 AM	07/13/2015 08:15:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14874254 Task #: 8098491 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: observed operation of units,rode both units to check performance Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	07/08/2015 06:00:00 AM	07/08/2015 06:00:00 AM	07/08/2015 07:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14625638 Task #: 7965988 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: customer relations with don hartman Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/22/2015 01:30:00 PM	06/22/2015 01:30:00 PM	06/22/2015 03:00:00 PM	0 hrs 0 mins	1 hrs 30 mins	1 hrs 30 mins

JNB00421

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14531602 Task #: 7915706 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted larry panaro Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/16/2015 09:15:00 AM	06/16/2015 09:15:00 AM	06/16/2015 10:00:00 AM	0 hrs 0 mins	0 hrs 45 mins	0 hrs 45 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14531744 Task #: 7915782 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: * PO #: N/A	GASPER, JOSEPH T	06/12/2015 07:00:00 AM	06/12/2015 07:00:00 AM	06/12/2015 05:00:00 PM	1 hrs 0 mins	8 hrs 0 mins	9 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14466046 Task #: 7880793 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: deliver tools/supplies to repair crew Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/11/2015 06:00:00 AM	06/11/2015 06:00:00 AM	06/11/2015 08:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14420894 Task #: 7856742 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, fueled work vehicle,dropped off parts, cameron's helper in escalator training and I filled in for the 2nd man in repair team,cleandown unit and prepare for stepchain replacement,assisted in dissassembling chains Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/09/2015 06:00:00 AM	06/09/2015 06:00:00 AM	06/09/2015 12:00:00 PM	0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14400938 Task #: 7846009 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted repair crew with barricades needed for repair,brought material to jobsite Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/08/2015 09:45:00 AM	06/08/2015 09:45:00 AM	06/08/2015 12:00:00 PM	0 hrs 0 mins	2 hrs 15 mins	2 hrs 15 mins

JNB00422

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14329684 Task #: 7807916 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: discussed concerns with scott olsen and larry panaro Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/03/2015 12:00:00 PM	06/03/2015 12:00:00 PM	06/03/2015 02:00:00 PM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14243062 Task #: 7761948 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator,customer relations with don hartman about cracked steps and worn stepchain Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/28/2015 06:00:00 AM	05/28/2015 06:00:00 AM	05/28/2015 08:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14216198 Task #: 7747560 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, acquired 2 quotes for part replacement,printed obsolescence and replacement policy statementfabricated escalator steps with step body cracks,faxxed in accident reports,barricaded unit and cleaned all faces of steps and inspected for cracks as layed out in kone bulletin,observed operation and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/27/2015 07:00:00 AM	05/27/2015 07:00:00 AM	05/27/2015 02:00:00 PM	0 hrs 0 mins	7 hrs 0 mins	7 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14024880 Task #: 7645676 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: called state inspector for accident inspection, met with inspector steve robertson and reviewed security video,visually inspected escalator,observed unit in normal operating condition and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/13/2015 06:00:00 AM	05/13/2015 06:00:00 AM	05/13/2015 08:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 13506168 Task #: 7369573 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, customer reported noises,picked up parts from riverside,replace trailwheel rollers on 6 steps and tightened the steptreads Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	04/10/2015 06:00:00 AM	04/10/2015 06:00:00 AM	04/10/2015 12:00:00 PM	0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins

JNB00423

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 13506170 Task #: 7369574 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: oiled stepchains Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	04/10/2015 01:00:00 PM	04/10/2015 01:00:00 PM	04/10/2015 01:30:00 PM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 11661220 Task #: 6388281 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Preventive Maintenance Performed Preventive Maintenance Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/16/2014 06:30:00 AM	12/16/2014 06:30:00 AM	12/16/2014 07:00:00 AM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 11420120 Task #: 6259445 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection of units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/02/2014 06:30:00 AM	12/02/2014 06:30:00 AM	12/02/2014 07:00:00 AM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 11239198 Task #: 6162639 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator,cleaned upper and lower pits,replaced pit pads,removed 2 steps,checked gear oil,replaced 2 steps,added oil to dip bucket,tightened all connections in controller,sprayed skirts,observed operation and returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	11/18/2014 08:30:00 AM	11/18/2014 08:30:00 AM	11/18/2014 10:00:00 AM	0 hrs 0 mins	1 hrs 30 mins	1 hrs 30 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 10622226 Task #: 5832413 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspect both units,received paint from sherwin williams,customer relations Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	10/09/2014 07:00:00 AM	10/09/2014 07:00:00 AM	10/09/2014 09:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins

JNB00424

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 10085204 Task #: 5545364 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Preventive Maintenance Performed Preventive Maintenance Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	09/05/2014 07:00:00 AM	09/05/2014 07:00:00 AM	09/05/2014 08:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 9535992 Task #: 5251871 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: ,Preventive Maintenance Performed Preventive Maintenance,visual inspection Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/01/2014 01:00:00 PM	08/01/2014 01:00:00 PM	08/01/2014 02:00:00 PM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 9020446 Task #: 4976808 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection and observation of both units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/30/2014 07:15:00 AM	06/30/2014 07:15:00 AM	06/30/2014 08:30:00 AM	0 hrs 0 mins	1 hrs 15 mins	1 hrs 15 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8888330 Task #: 4907449 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection of up and down units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/19/2014 07:00:00 AM	06/19/2014 07:00:00 AM	06/19/2014 08:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8407216 Task #: 4651065 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator,rounded up and moved material to jobsite for repair in am Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/13/2014 09:00:00 AM	05/13/2014 09:00:00 AM	05/13/2014 01:00:00 PM	0 hrs 0 mins	4 hrs 0 mins	4 hrs 0 mins

JNB00425

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 8254908 Task #: 4570151 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection of both units Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/02/2014 07:00:00 AM	05/02/2014 07:00:00 AM	05/02/2014 08:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 7046328 Task #: 3934326 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visually observed operation Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	02/03/2014 07:15:00 AM	02/03/2014 07:15:00 AM	02/03/2014 08:15:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 6535272 Task #: 3664147 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assist chris Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MINTUN, SHANA R	12/13/2013 02:00:00 PM	12/13/2013 02:00:00 PM	12/13/2013 04:00:00 PM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 6482200 Task #: 3636101 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: install barricades,locate noise in unit,adj rh stepchain tension,observe operation,removed barricades,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/13/2013 07:00:00 AM	12/13/2013 07:00:00 AM	12/13/2013 09:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 6365206 Task #: 3574188 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: replace all upper and lower combplate bolts,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/04/2013 07:00:00 AM	12/04/2013 07:00:00 AM	12/04/2013 08:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins

JNB00426

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 6211786 Task #: 3493046 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down esc clunking,found 4 bad step rollers,replace rollers,replaced lower lh combplate,sprayed skirts,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	11/19/2013 12:00:00 PM	11/19/2013 12:00:00 PM	11/19/2013 03:00:00 PM	0 hrs 0 mins	3 hrs 0 mins	3 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 5119746 Task #: 2915863 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	08/01/2013 07:00:00 AM	08/01/2013 07:00:00 AM	08/01/2013 08:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 4781888 Task #: 2737769 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down unit,cleaned upper and lower pits and turnarounds,cleaned motor and gearbox,checked all switches,oiled stepchains,returned to service Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/26/2013 07:00:00 AM	06/26/2013 07:00:00 AM	06/26/2013 09:15:00 AM	0 hrs 0 mins	2 hrs 15 mins	2 hrs 15 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 4779414 Task #: 2736475 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: E1 and E2. Prep for annual inspections.Routine service per check chart items. Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MORAN, LEONARD J	06/26/2013 09:08:00 AM	06/26/2013 09:08:00 AM	06/26/2013 11:00:00 AM	0 hrs 0 mins	1 hrs 52 mins	1 hrs 52 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 4361102 Task #: 2517372 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: visual inspection Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	05/09/2013 01:30:00 PM	05/09/2013 01:30:00 PM	05/09/2013 02:00:00 PM	0 hrs 0 mins	0 hrs 30 mins	0 hrs 30 mins

JNB00427

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3416226 Task #: 2026942 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: skirt testing with monte Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	01/23/2013 09:15:00 AM	01/23/2013 09:15:00 AM	01/23/2013 11:30:00 AM	0 hrs 0 mins	2 hrs 15 mins	2 hrs 15 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3414162 Task #: 2025898 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Finish skirt Index tests as required by State. Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MCEWEN, MONTE J	01/23/2013 07:00:00 AM	01/23/2013 07:00:00 AM	01/23/2013 11:00:00 AM	0 hrs 0 mins	4 hrs 0 mins	4 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3343526 Task #: 1988913 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: unit left down overnight for repeated shutdowns, replaced reverse phase relay, replaced non reversing device, observed operation Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	01/14/2013 02:00:00 PM	01/14/2013 02:00:00 PM	01/14/2013 04:00:00 PM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3147666 Task #: 1887262 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Escalators Escalator Replace top stop switch, modify bracket to fit new style switch. Install & check operation. Watch unit run approx. 1hr no further problem noted at this time. Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: ON FILE	MCEWEN, MONTE J	12/14/2012 07:00:00 AM	12/14/2012 07:00:00 AM	12/14/2012 01:00:00 PM	0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3148284 Task #: 1887583 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted monte with replacement and fabrication of new stop switch and bracket Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/14/2012 09:00:00 AM	12/14/2012 09:00:00 AM	12/14/2012 11:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins

JNB00428

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3098926 Task #: 1861796 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: replace steps,install skirt brushes,remove old steps and cardboard from job Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/07/2012 07:00:00 AM	12/07/2012 07:00:00 AM	12/07/2012 01:00:00 PM	0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3144218 Task #: 1885450 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: * PO #: on file	MINTUN, SHANA R	12/07/2012 07:00:00 AM	12/07/2012 07:00:00 AM	12/07/2012 03:00:00 PM	2 hrs 0 mins	6 hrs 0 mins	8 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3112866 Task #: 1869143 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Annual clean down on down escalator. Finish up state report. , Escalators Performed annual Cleandown Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MCEWEN, MONTE J	12/07/2012 07:00:00 AM	12/07/2012 07:00:00 AM	12/07/2012 03:00:00 PM	0 hrs 0 mins	8 hrs 0 mins	8 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3077086 Task #: 1850423 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: * PO #: N/A	MINTUN, SHANA R	12/06/2012 07:00:00 AM	12/06/2012 07:00:00 AM	12/06/2012 03:00:00 PM	0 hrs 0 mins	8 hrs 0 mins	8 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3081156 Task #: 1852562 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: Escalators Performed annual Cleandown Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	MCEWEN, MONTE J	12/06/2012 07:00:00 AM	12/06/2012 07:00:00 AM	12/06/2012 03:00:00 PM	0 hrs 0 mins	8 hrs 0 mins	8 hrs 0 mins

JNB00429

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3076990 Task #: 1850375 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: cleandown unit,replacing steps Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/05/2012 07:00:00 AM	12/05/2012 07:00:00 AM	12/05/2012 03:00:00 PM	0 hrs 0 mins	8 hrs 0 mins	8 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3067172 Task #: 1845281 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: performed cleandown Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/04/2012 12:00:00 PM	12/04/2012 12:00:00 PM	12/04/2012 04:00:00 PM	0 hrs 0 mins	4 hrs 0 mins	4 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3051872 Task #: 1837353 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: cleandown unit Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	12/03/2012 08:00:00 AM	12/03/2012 08:00:00 AM	12/03/2012 03:00:00 PM	0 hrs 0 mins	7 hrs 0 mins	7 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 3051870 Task #: 1837352 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: cleandown unit Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	11/30/2012 07:00:00 AM	11/30/2012 07:00:00 AM	11/30/2012 03:00:00 PM	0 hrs 0 mins	8 hrs 0 mins	8 hrs 0 mins
GOLDEN NUGGET HOTEL - Preventive Maintenance Subtotal					3 hrs 0 mins	162 hrs 7 mins	165 hrs 7 mins

JNB00430

EXHIBIT C

EXHIBIT C

JNB00431

ThyssenKrupp Elevator



Repair Order.

Date: September 12, 2012
Attention: Golden Nugget Laughlin
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281

Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

Safety Matter

Per the NOV dated 8-17-2012 & 8-18-2012 (Item #2), we inspected the escalator steps on two (2) escalators located at the Golden Nugget Laughlin. Per the attached document from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that over 30 steps have cracks. Therefore, because a significant amount of your steps already have cracks, and the others are prone to cracking, we are recommending replacement of all the steps (118 steps) on both escalators.

The total investment at the date of this quotation is:
Eighty-Nine Thousand Nine Hundred Sixteen and 00/100 Dollars.....\$89,916.00

Upon acceptance please sign and return one (1) copy of this document to our office. We will then order the materials and deliver the steps to your property.

All work will be done during normal working hours on normal working days (Mon.-Fri., 7:00am-4:00pm).

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
4145 West Ali Baba Lane, Suite A
Las Vegas, NV 89118

By: _____
(Signature of ThyssenKrupp Elevator Representative)
Larry Panaro
(702) 262-6775

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

JNB00432

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

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

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever

acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they

are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Clark County, Nevada.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

ThyssenKrupp Elevator



Repair Order.

Date: October 2, 2012 (OPTION #2)
Attention: Golden Nugget Laughlin
Attn: Don Hartmann or Clint Belka
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281
Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

Safety Matter

Per the NOV dated 8-17-2012 & 8-18-2012 (Item #2), we inspected the escalator steps on two (2) escalators located at the Golden Nugget Laughlin. Per the attached document from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that over 30 steps have cracks between the two escalators. Therefore, we are proposing as Option #2 the following: We shall replace all the steps (58 steps) on the "Down" escalator unit. We will salvage enough older un-cracked steps to be able to install these into the "Up" escalator unit where cracked steps have been identified. Additionally, as part of this proposal, we shall perform the step skirt indexing adjustments on both escalators in order to be compliance with the State NOV.

The total investment at the date of this quotation is:
Sixty-Two Thousand Two Hundred Fourteen and 00/100 Dollars.....\$62,214.00

Upon acceptance please sign and return one (1) copy of this document to our office. We will then order the materials and deliver the steps to your property.

All work will be done during normal working hours on normal working days (Mon.-Fri., 7:00am-4:00pm).

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
4145 West Ali Baba Lane, Suite A
Las Vegas, NV 89118

By: _____
(Signature of ThyssenKrupp Elevator Representative)
Larry Panaro
(702) 262-6775

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

JNB00434

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

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

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever

acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they

are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Clark County, Nevada.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:43 AM
To: Olsen, Scott
Subject: FW: GN Laughlin - Escalators
Attachments: GN Laughlin (Esc Steps - Option #2).pdf

Importance: High

FYI...

Regards,
Larry Panaro
Sales Manager - Las Vegas
ET-AMS/FLD

T: (702) 262-6775, M: (702) 591-9422, ShoreTel 4589, larry.panaro@thyssenkrupp.com

From: Panaro, Larry
Sent: Tuesday, October 2, 2012 4:58 PM
To: cbelka@goldennugget.com
Cc: Hartmann, Don; MacDavid, Jim; Hamrick, Paul
Subject: GN Laughlin - Escalators
Importance: High

Clint,

Per our conversations, attached is the proposal for Option #2 for the Golden Nugget Laughlin escalators. As I mentioned, I spoke with the manufacturer's representative and he recommended that if approximately 1/3 of the steps are cracked on a particular unit then all the steps should be replaced. He stated that if it were only 2 or 3 steps out of 58 steps that needed replacement, then it would probably be fine. But, if you needed to replace approximately 14 to 18 steps, or more, out of 58 then the recommendation was to replace all the steps. Therefore, our Option #2 scope includes the following:

1. Replace all the steps on the "Down" unit with new steps and perform the step skirt indexing adjustment work in order to be in compliance with the State.
2. Salvage enough old un-cracked steps out of the "Down" unit in order to use those as replacements for the cracked steps in the "Up" unit.
3. Remove the existing steps in the "Up" unit and perform the step skirt indexing adjustment work in order to be in compliance with the State.
4. Re-install the steps in the "Up" unit using the old un-cracked steps from both the "Up" and "Down" units.

This would also provide the Golden Nugget Laughlin with some spare old steps, which can then be utilized as future replacements on the "Up" unit, if necessary. The price for Option #2 is \$62,214.00, which is a savings of \$27,702.00 in comparison to the Option #1 pricing of \$89,916.00.

Please note that we performed the step skirt index testing at no charge to Golden Nugget Laughlin following the State NOV. This is a test that is not typically covered under our service agreement. The skirt index testing took approximately two days for our repair team to perform on the two Golden Nugget Laughlin escalators.

If you have any further questions or concerns pertaining to this matter, please do not hesitate to contact me. Again, thank you for your time today in speaking with me.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

ThyssenKrupp Elevator Americas

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

www.thyssenkruppelevator.com

As you are aware, messages sent by e-mail can be manipulated by third parties. For this reason our e-mail messages are generally not legally binding. This electronic message (including any attachments) contains confidential information and may be privileged or otherwise protected from disclosure. The information is intended to be for the use of the intended addressee only. Please be aware that any disclosure, copy, distribution or use of the contents of this message is prohibited. If you have received this e-mail in error please notify me immediately by reply e-mail and delete this message and any attachments from your system. Thank you for your cooperation.

ThyssenKrupp Elevator



Repair Order.

Date: October 2, 2012 (OPTION #2)
Attention: Golden Nugget Laughlin
Attn: Don Hartmann or Clint Belka
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281
Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

Safety Matter

Per the NOV dated 8-17-2012 & 8-18-2012 (Item #2), we inspected the escalator steps on two (2) escalators located at the Golden Nugget Laughlin. Per the attached document from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that over 30 steps have cracks between the two escalators. Therefore, we are proposing as Option #2 the following: We shall replace all the steps (58 steps) on the "Down" escalator unit. We will salvage enough older un-cracked steps to be able to install these into the "Up" escalator unit where cracked steps have been identified. Additionally, as part of this proposal, we shall perform the step skirt indexing adjustments on both escalators in order to be compliance with the State NOV.

The total investment at the date of this quotation is:
Sixty-Two Thousand Two Hundred Fourteen and 00/100 Dollars.....\$62,214.00

Upon acceptance please sign and return one (1) copy of this document to our office. We will then order the materials and deliver the steps to your property.

All work will be done during normal working hours on normal working days (Mon.-Fri., 7:00am-4:00pm).

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By:

(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION

4145 West Ali Baba Lane, Suite A

Las Vegas, NV 89118

By:

(Signature of ThyssenKrupp Elevator Representative)

Larry Panaro

(702) 262-6775

Date:

Approved by: _____

Title: Branch Manager Date: _____

RO 03/02

JNB00438

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

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

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever

acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they

are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

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

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Clark County, Nevada.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

ThyssenKrupp Elevator



Repair Order.

Date: September 12, 2012
Attention: Golden Nugget Laughlin
Attn: Don Hartmann
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281

Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

022814

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

Safety Matter

Per the NOV dated 8-17-2012 & 8-18-2012 (Item #2), we inspected the escalator steps on two (2) escalators located at the Golden Nugget Laughlin. Per the attached document from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that over 30 steps have cracks. Therefore, because a significant amount of your steps already have cracks, and the others are prone to cracking, we are recommending replacement of all the steps (118 steps) on both escalators.

The total investment at the date of this quotation is:
Eighty-Nine Thousand Nine Hundred Sixteen and 00/100 Dollars.....\$89,916.00

Upon acceptance please sign and return one (1) copy of this document to our office. We will then order the materials and deliver the steps to your property.

All work will be done during normal working hours on normal working days (Mon.-Fri., 7:00am-4:00pm).

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

* Please see attached
R.O. #19266, dated
9/22/12.

THYSSENKRUPP ELEVATOR CORPORATION
4145 West Ali Baba Lane, Suite A
Las Vegas, NV 89118

By: [Signature]
(Signature of ThyssenKrupp Elevator Representative)
Larry Panaro
(702) 262-6775

Date: 9/12/12

Approved by: [Signature]

Title: Branch Manager Date: 10-1-2012

RO 03/02

JNB00440

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

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

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever

acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the joint or sole negligence of ThyssenKrupp Elevator or our employees.

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EXHIBIT D

EXHIBIT D

JNB00442

1 DISTRICT COURT
CLARK COUNTY, NEVADA
2 -----x
JOE N. BROWN, an individual, and
3 his Wife, NETTIE J. BROWN, an individual,
4 Plaintiffs,
Case No.: A-16-739887-C
5 -against- Dept. No.: XXXI
6 LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC., a Nevada
7 corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP.; DOE INDIVIDUALS
8 1-100; ROE BUSINESS ENTITIES 1-100,
Defendants.
9 -----x
AND ASSOCIATED CASES
10 -----x
11 May 14, 2018
12 10:07 a.m.
13
14 Deposition of CHRIS DUTCHER, held at the offices of
15 ThyssenKrupp, 519 8th Avenue, 6th Floor, New York, New York,
16 pursuant to Notice, before Renate Reid, Registered Professional
17 Reporter and Notary Public of the State of New York.
18
19
20
21
22
23
24
25

1 A. They gave him a quote and a bid. And
2 that's as far as it went, as far as I know.

3 Q. Okay. So --

4 A. Obviously, there are still old
5 escalators.

6 Q. Right. Right. We saw the repair quote
7 from September 12, 2012, where you recommended
8 replacement of all 114 steps.

9 Do you remember that?

10 A. Yes.

11 Q. Okay. Did you, after that point in
12 September 2012, ever recommend replacing all 114
13 steps?

14 A. In what date, 2012?

15 Q. Yes, after 2012.

16 In 2013, 2014, 2015, 2016, 2017, 2018 --
17 after that date in September of 2012, did you ever
18 recommend replacement of all 114 steps?

19 A. Yeah, replacement steps, yes.

20 Q. Okay. How many times did you recommend
21 that?

22 A. Well, it states on the information here
23 that every time I talked to Don about the
24 proposals.

25 Q. Okay. So every time you talked to Don,

1 you recommended full replacement of all the steps?

2 **A. When it says about proposals, yes.**

3 Q. Okay. And what happened to your
4 recommendations?

5 **A. It was just a recommendation.**

6 Q. Okay.

7 **A. I don't know where it went from there.**

8 Obviously, it -- maybe they followed up with it at
9 one point.

10 Q. But they didn't follow up with it while
11 you worked there?

12 **A. They did, after the step chain got**
13 **replaced.**

14 Q. Right. But the step chain got replaced
15 in June of 2015?

16 **A. In June. Yes.**

17 Q. Right. And the steps weren't replaced
18 anytime in 2015, correct?

19 **A. According to the information, correct.**

20 Q. Okay. So at least up until 2015, your
21 recommendation that all 114 steps be replaced
22 wasn't actually accepted, correct?

23 **A. Correct.**

24 Q. Do you recall when in 2016 the steps
25 were replaced?

1 A. I don't remember.

2 Q. Okay. And it was only a portion,
3 correct? All 114 steps have never been replaced,
4 correct?

5 A. All of them, no. But it was all the
6 ones that were the older steel-welded steps.

7 Q. Is that your recollection, or --

8 A. My recollection.

9 Q. Okay. Are you sure?

10 A. Yes.

11 Q. Okay. But from 2012, that
12 September 12th recommendation from you to replace
13 all 114 steps, all the way through 2018,
14 Presidents' Day, your recommendation to replace
15 all 114 steps -- that recommendation, in and of
16 itself, was never taken up, correct?

17 A. Yes.

18 MR. IQBAL: I have no further questions at
19 this point.

20 MS. MASTRANGELO: Alex?

21 MS. MCLEOD: I do have a few questions.

22 Do you need a break, or do you want to
23 just go straight through?

24 MR. IQBAL: If you just have a few
25 questions, then, let's take a break, and we'll

1 A. I'm not an expert on safety. I can't
2 answer that.

3 BY MR. IQBAL:

4 Q. Right. But you just said that when you
5 get new steps, you also have new rollers, correct?

6 A. Yes. So it would be safer, in turn.

7 Q. Okay. So replacing all 118 steps would
8 be safer than just replacing 57, correct?

9 A. Yes.

10 Q. Okay. And the difference in the two
11 repair orders, if you take a look -- I don't -- I
12 want to make sure that my math is right -- is
13 89,900 versus 62,200, roughly.

14 Did I read that right?

15 A. Yes.

16 Q. Okay. So it's a difference of \$27,700,
17 approximately?

18 A. Yes.

19 Q. Okay. And when you make
20 recommendations for replacement, you're doing that
21 for, as you said, ease of working on the machine
22 and also safety, correct?

23 A. Yes.

24 Q. And you wouldn't make any
25 recommendations just to inflate an invoice,

1 curve, he proceeded to fall down the unit.

2 Q. Did you agree with the inspector's
3 assessment?

4 A. Yes.

5 Q. You've been asked already a lot of
6 questions about the step replacements on the
7 escalators between the 2012 recommendations and
8 the 2015 recommendations.

9 My question is, assuming that the -- all
10 of the steps on the down escalator were replaced
11 in 2012, would it be usual or unusual for those
12 steps to be cracked in 2015?

13 A. I'm unsure if they were all replaced in
14 2012. I don't recall that happening.

15 Q. Assume, hypothetically, for purposes of
16 my question, that they were.

17 A. Assume they were replaced in 2012?

18 Q. Correct.

19 A. In that short amount of time, they
20 shouldn't crack.

21 MS. MCLEOD: Thank you, sir, for your time
22 today. I appreciate it. I have no further
23 questions.

24 MS. MASTRANGELO: I just have a couple of
25 questions.

1 **A. Annual escalator testing.**

2 Q. Okay. And then, on the second page, at
3 the top left, it says "Callback"?

4 **A. Yes.**

5 Q. And what is this, generally?

6 **A. It's callbacks, is what it says.**

7 Q. All right. And so outside of those
8 times when you were rushing because you didn't
9 have time, everything that you would have noted in
10 the TK Smart would be in here?

11 **A. Say it again.**

12 Q. So you -- you testified that if you
13 were -- if you didn't have time, you wouldn't put
14 information into the TK Smart system, correct?

15 **A. Yes.**

16 Q. And -- and if you didn't have time, you
17 also wouldn't put information into the machine
18 logbook, correct?

19 **A. Yes.**

20 Q. Okay. So outside of those times when
21 you -- you were -- you -- you -- you didn't have
22 time, everything else would be in here?

23 **A. All the stuff that I inputted would be**
24 **in here.**

25 Q. Okay. All right. Now, what percentage

1 of the time were you just jammed and didn't have
2 an opportunity to either enter stuff into the
3 TK Smart system or the logbook?

4 **A. I don't know the exact number.**

5 Q. Can you give a rough estimation?

6 **A. I would say 60% of the time.**

7 Q. 60% of the time, you were too busy?

8 **A. Yes.**

9 Q. Okay. When you say too busy, was that
10 because you had several locations and jobs to go
11 to?

12 **A. Yes.**

13 Q. Okay. So is it fair to say that this
14 account history only represents roughly 40% of
15 the -- the work that you did?

16 **A. Yes.**

17 Q. Okay. And the other 60% is not
18 recorded anywhere?

19 **A. Yes.**

20 Q. How long does it take to put an entry
21 into the TK Smart system?

22 **A. Sometimes could be 15 minutes, and**
23 **sometimes it could be an hour, depending on if the**
24 **device is functioning properly.**

25 Q. Okay. It would take an hour sometimes

1 Is that fair to say?

2 **A. Say it again.**

3 Q. So you would -- you -- let's -- let's
4 say a repair ticket is generated for a service
5 issue at Laughlin Nugget. You get the repair
6 ticket on your phone.

7 And once you finish that specific service
8 issue, you would put the details into that
9 specific repair ticket, correct?

10 **A. Yes.**

11 Q. Okay. And then, after that point, when
12 you finish the job, do you have anything to do
13 with that specific repair ticket that you sent
14 back?

15 **A. Not afterwards.**

16 Q. Okay. Okay. And at a point later,
17 let's say a couple of months later, could you
18 access those repair tickets?

19 **A. For up to a year.**

20 Q. For up to a year.

21 And at the same time that you filled out
22 completion of a job on the repair ticket, you'd
23 also note it in the machine-room log?

24 **A. Yes.**

25 Q. Okay. That machine-room log, for --

1 let's -- let's take Laughlin Nugget.

2 That machine-room log, was that
3 ThyssenKrupp property, or was that Golden Nugget
4 property?

5 **A. I'm not sure whose property it is.**

6 Q. Okay. Did you always have access to
7 that log whenever you needed it?

8 **A. Yes. We had the logs. We wrote the**
9 **logs.**

10 Q. Okay.

11 **A. They said ThyssenKrupp on them. We**
12 **left them in the machine.**

13 (Reporter asks for clarification.)

14 THE WITNESS: They say ThyssenKrupp
15 Elevator all over them, ThyssenKrupp Elevator
16 escalator log number. We write the year, date,
17 unit.

18 BY MR. IQBAL:

19 Q. Okay. So when you would -- you -- you
20 mentioned, like, you know, fifteen -- ten minutes
21 ago, sometimes buying a coffee and going and
22 visually inspecting.

23 When you would do a simple visual
24 inspection like that, would you put that into the
25 logbook?

1 **A. No.**

2 Q. Okay. When would you put things into
3 the logbook?

4 **A. When I did maintenance or repair.**

5 Q. When you did inspections, would you put
6 that into the logbook?

7 **A. You mean yearly inspections?**

8 Q. Yes.

9 **A. Yes, with a state inspector.**

10 Q. Was it required that yearly inspections
11 have a state inspector along?

12 **A. Yes. It was a third-party inspector**
13 **that inspected the unit every year that I was**
14 **there.**

15 Q. Okay. And so that would go into the
16 logbook?

17 **A. Yes. And the inspector also had a**
18 **sticker that he would put on the logbook**
19 **stating -- verifying that he was there as well.**

20 Q. Now, that logbook is for maintenance or
21 repair and also the yearly inspections, correct?

22 **A. Yes.**

23 Q. Other types of service, would that go
24 into the logbook?

25 **A. Yes.**

1 Q. Can you give me examples?

2 A. Other than just maintaining it? No.

3 Q. Okay. But when you would go for
4 routine maintenance, that would go into the
5 logbook?

6 A. Yes, if I filled it out.

7 Q. Okay. And -- and outside of, like, the
8 simple buying a coffee and visually inspecting it,
9 if you did any more than that with respect to the
10 escalators, did you put that information into the
11 logbook?

12 A. Sometimes I put the information in, but
13 sometimes I didn't have enough time.

14 Q. Got it. Okay.

15 So the completeness of the logbook and
16 different entries depended on how much time you
17 had?

18 A. Yes.

19 Q. Okay. And so when you were pressed for
20 time, entries didn't go into the logbook?

21 A. Correct.

22 Q. Okay. And when you were pressed for
23 time, entries also didn't go into the TK Smart
24 system, correct?

25 A. Yes.

1 Q. Okay. Would you then go back later and
2 fill in that information into the logbook?

3 A. Yeah. I probably didn't even remember
4 what it said.

5 Q. Okay. So that -- if you were pressed
6 for time, then there was no record made on the
7 TK Smart system, and there was no logbook entry.

8 There -- there would just be nothing,
9 then?

10 A. Yes.

11 Q. Okay. And you -- you never went back
12 and add -- filled in that information?

13 A. No.

14 Q. Okay. So the repair ticket gets filled
15 out -- under normal circumstances, when you have
16 time, the repair ticket gets filled out, and then
17 you sign the logbook.

18 A. Um-hum.

19 Q. Is that the extent of the documentation
20 with respect to any repair or --

21 A. Yes.

22 Q. -- servicing? Yes?

23 A. Yes.

24 Q. Okay. Would you send e-mails regarding
25 what you saw or what you did?

1 MR. IQBAL: Okay.

2 A. But I can explain it?

3 BY MR. IQBAL:

4 Q. Sure. Please do.

5 A. On those-style steps, they were welded
6 at the corners of the bottom, so there's no flex
7 to the steps. So over time, they generate cracks,
8 and they get cracks on the -- on the -- on the
9 bottom on the base, they get a crack that runs
10 down this way (indicating) that it can go a
11 certain -- I think it's an inch -- inch or so,
12 inch and a quarter, and you can drill a hole in it
13 to stop the crack. And they say it could still
14 run like that, KONE does.

15 And then -- but they also can generate
16 cracks on the sides, because they have three bolts
17 where they hook up under the side of the axles.
18 And over time, if those crack, you have to throw
19 the steps away immediately.

20 Q. Okay.

21 A. It's like A called type B step cracks.

22 Q. Okay. KONE says you can still run if
23 you drill a hole?

24 A. If you drill a hole, and if -- if it's
25 a certain measurement. If it's beyond the

1 measurement, you have to replace the steps.

2 Q. Do you agree with KONE?

3 A. I don't like looking at cracks in the
4 steps myself.

5 Q. Okay.

6 A. It appears to be a resolution, as --
7 there's a lot of steps out there under the same
8 condition.

9 Q. Okay. But you would disagree with the
10 KONE position that you can still use a step if you
11 drill through it?

12 A. I would agree that you can use it as
13 long as it stops the crack.

14 Q. Okay. But you personally don't like
15 that approach?

16 A. Who wants a crack in anything?

17 Q. Okay. So your personal position is, if
18 there are cracks in a step, then you would replace
19 it?

20 A. I at least recommend it to the
21 manufacturer -- or to the owner that we should
22 replace it anytime; like, it -- it is safe, but it
23 needs to be replaced in due time.

24 Q. Okay. If a crack is slightly larger,
25 then, would you still say the step is safe?

1 A. If it's slightly larger than what's
2 explained in the KONE information pamphlet, it
3 needs to be replaced immediately.

4 Q. Okay. All right. So this -- this
5 statement from -- from Larry, "I spoke with the
6 manufacturer's representative" -- that would be
7 KONE, because the steps on this specific down
8 escalator were KONE steps, correct?

9 A. Yes.

10 Q. And, as you testified, they were the
11 welded steps, correct?

12 A. Yes.

13 Q. And these welded steps have a known
14 history of cracking, correct?

15 A. Yes.

16 Q. Okay.

17 A. The unit also did have several other
18 steps that had -- did have the newer-style
19 two-axle steps in the unit.

20 Q. Right. But it -- it -- it had -- it --
21 it had --

22 A. Some. But mostly the welded units.

23 Q. Got it.

24 So just to be clear, that at this time,
25 most of the steps in the down escalator were the

1 Q. That would be KONE?

2 A. That appears to be, yes.

3 Q. Yes. And the -- the bulletin is the
4 product bulletin?

5 A. From KONE.

6 Q. Okay. Got it.

7 And it says here, quote, Per the attached
8 document from the OEM, this type of step is prone
9 to develop cracks, which can cause a serious
10 safety issue for the riding passengers, close
11 quote.

12 Do you see that?

13 A. Yes.

14 Q. Do you agree with that assessment?

15 A. Yes.

16 Q. Okay. Did you communicate your
17 concerns after the inspection to Scott Olsen or --
18 and/or Larry?

19 A. Yes, and -- as well as Don Hartmann.

20 Q. You also told Don about this?

21 A. Yes.

22 Q. Okay. And you recommended that the --
23 the steps be replaced immediately?

24 A. Not immediately, but I recommended they
25 needed replacement, as it says here.

1 Q. Okay. So at the time that this repair
2 order was generated in September 12th, you had
3 just finished an inspection following a notice of
4 violation, correct?

5 A. Yes.

6 Q. And in your inspection, you identified
7 that more than 30 steps have cracks, correct?

8 A. Yes.

9 Q. And 30 out of 57 is -- I'm sorry -- 30
10 out of 118 -- and he identifies that -- or whoever
11 wrote the report -- the report identifies, quote,
12 A significant amount of your steps already have
13 cracks, close quote.

14 Do you see that?

15 A. Yes.

16 Q. Would you agree that the 30 out of the
17 118 constitutes a significant amount?

18 A. Yes.

19 Q. Okay. And you also agree with the
20 recommendation that all of the steps, all 118, be
21 replaced?

22 A. Yes.

23 Q. And, in fact, you originally made the
24 recommendation, and then that ended up in the
25 report, because you did the inspection?

1 Q. Okay. So --

2 A. As well -- as well as a clean-down was
3 done too.

4 Q. Right. Right. I'm just talking about
5 the replacement of the steps.

6 A. Sure.

7 Q. So we have the repair order from
8 September 12, 2012, recommending the replacement
9 of 114 steps; we have the October 2nd repair order
10 with an option for replacing 57 steps; and then we
11 have the actual work being done in December of
12 2005 with replacing a few steps, in your
13 recollection?

14 A. Yes.

15 Q. Okay. So between September 12th, or
16 whenever the issue first arose, and December 5,
17 people were using that escalator with cracked
18 steps?

19 A. Yes.

20 Q. And as is written, it -- that's --
21 that's a safety issue, right?

22 A. Well, as outlined in Exhibit 3, KONE
23 says it's okay.

24 Q. Right. No, that's not what I'm asking.

25 But in your repair orders, that -- that's

1 a safety issue, right?

2 A. I believed it was.

3 Q. You did personally?

4 A. Yes.

5 Q. Okay.

6 MR. IQBAL: Should we take a break? Let's
7 go off the record.

8 VIDEOGRAPHER: This marks the end of media
9 number 2. We're going off the record at
10 1:13 p.m.

11 (Recess taken.)

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1 correct?

2 **A. No. It doesn't help me at all.**

3 Q. Right. So the only recommendations
4 that you would make would be recommendations that
5 you think are necessary, correct?

6 **A. Necessary.**

7 Q. Okay. Do you know, looking at the
8 account history, what actually happened to this
9 issue in 2012, if the steps were replaced?

10 **A. All the steps? There were -- I know**
11 **there was a few steps replaced, but --**

12 Q. In 2012?

13 **A. Yes. But not all of them.**

14 Q. Was -- do you recall if all 57 in the
15 down escalator were replaced?

16 **A. No.**

17 Q. You don't recall?

18 **A. They weren't replaced.**

19 Q. They were not replaced?

20 **A. No.**

21 Q. Okay. Do you know why they weren't
22 replaced?

23 **A. Not to my knowledge. I know they were**
24 **offered from the salesmen. From that point, I**
25 **don't know.**

1 Q. So if they were offered from Thyssen,
2 then it was probably Nugget who said no?

3 A. Yes. We usually like doing work for
4 money.

5 Q. What's that?

6 A. We usually like doing work for money.

7 Q. Right. Right. So the folks saying no
8 to the repair orders would have been Nugget,
9 correct?

10 A. To my knowledge, yes.

11 Q. Okay. And they said no to even the
12 second repair order, that recommended replacing
13 the 58 steps, correct?

14 A. It doesn't appear to be signed, so,
15 yes.

16 Q. They said no?

17 A. Yes, they said no.

18 Q. Okay. So they said no to replacing all
19 118 steps in the first repair order, and they said
20 no to replacing the 57 steps in this October 2nd
21 repair order, correct?

22 A. Yes, at that time. Yes.

23 Q. Okay. Can you find for me on the
24 account -- and -- and after this, we can take a
25 break, because we need to do a media change. But

1 Q. Okay.

2 A. And if it's critical, they have to be
3 replaced immediately.

4 Q. Immediately?

5 A. Yes.

6 Q. Okay. And it says "Safety matter."

7 And with respect to this recommendation,
8 you thought it was a safety matter at that point?

9 A. Yes.

10 Q. And you, stating the critical
11 cracking -- any steps that show critical cracking,
12 you would -- you would recommend that they be
13 replaced immediately?

14 A. Yes.

15 Q. Other than your inspection and your
16 recommendation, did you have any other role in
17 creating this work order?

18 A. No.

19 Q. Okay. This work order came out of the
20 ThyssenKrupp Las Vegas office, correct?

21 A. Yes.

22 Q. Okay. When would this inspection have
23 occurred? And you can reference the account
24 history if you'd like.

25 A. (No response.)

1 but I don't know about the critical steps.

2 Q. Okay. But we don't have any evidence
3 that the critical steps were replaced between the
4 work order --

5 A. We don't have any evidence in front of
6 us, currently.

7 Q. Right. So I just wanted to finish the
8 question. Sorry.

9 So we don't have any evidence that the
10 critical steps were replaced between June 16,
11 2015, when they were identified as critical, and
12 this August 6th meeting, when you went and checked
13 out the steps, correct?

14 A. Correct.

15 Q. And then, if you turn to 2019, two
16 thousand -- JNB 2019, which is the page in front
17 of that, in the middle, you have an October 5,
18 2015, entry under Resolution. It says, "Observed
19 operation of units, customer relations with Don
20 Hartmann about his escalator steps needing
21 replaced."

22 You see that?

23 A. Yes.

24 Q. So -- and -- and it has assigned to --
25 to -- to your name.

1 the proposals that you spoke with Don Hartmann
2 about were relating to the replacement of the
3 steps, correct?

4 **A. It says "Down escalator"; so, yes.**

5 Q. Okay. This was the replacement issue
6 relating to the June 16, 2015, repair order,
7 correct?

8 **A. Yes.**

9 Q. The repair order with the -- the five
10 critical steps showing cracking -- critical
11 cracking?

12 **A. That same repair order, yes.**

13 Q. Okay. So the discussion continued in
14 November of 2015.

15 Do you know when the steps were actually
16 replaced?

17 **A. Do we have a -- is there any entries in**
18 **there in this? If there wasn't at that time, I --**
19 **I don't know.**

20 Q. It's safe to say that the repairs
21 happened after November 2015, because that's --

22 **A. Yes.**

23 Q. -- you were still having discussions
24 with Don Hartmann at that time?

25 **A. Yes.**

1 Q. Okay. And if this account history only
2 goes to the end of 2015, is it safe to say that
3 those steps were replaced after 2015?

4 A. Yes.

5 Q. Now, going back to 2022, at the top, it
6 says, "Discuss concerns with Scott Olsen and Larry
7 Panaro."

8 Do you see that?

9 A. Yes.

10 Q. Okay. And then, right below that, you
11 have the May 28th entry, "Customer relations with
12 Don Hartmann about cracked steps and worn step
13 chain."

14 Do you see that?

15 A. Yes.

16 Q. Okay. So when you communicated your
17 concerns to Scott and Larry, did they agree with
18 your concerns?

19 A. Yes.

20 Q. And what did they do after you
21 communicated your concerns to them?

22 A. I'm not sure.

23 Q. Okay. Did you follow up?

24 A. I followed up, but I'm sure that they
25 relayed it to Don Hartmann.

1 discussions and June 16th, those steps were still
2 part of the escalator, correct?

3 **A. Yes.**

4 Q. And you yourself -- you were the person
5 who identified those five critical steps, right?

6 **A. Yes.**

7 Q. So this work order is from June 16,
8 2015.

9 When were those five critical steps
10 actually replaced?

11 **A. I don't recall. But if it was that**
12 **critical, I would have shut the unit down.**

13 THE REPORTER: If it was that critical,
14 what?

15 **A. If it was that critical, I would have**
16 **turned off the escalator.**

17 BY MR. IQBAL:

18 Q. Okay. But on June 16th, it
19 identifies --

20 **A. It's just the proposal.**

21 Q. What's that?

22 **A. Yes, the proposal.**

23 Q. Yes. Yes.

24 The proposal identifies five steps are
25 showing critical cracking, yes?

1 So you went out there May 7, 2015,
2 correct?

3 A. Yes.

4 Q. And you were just looking at the
5 rollers?

6 A. Yes.

7 Q. Okay. And then, at the end of May, as
8 we established, sometime around May 27th, you
9 discussed the cracked steps with Don Hartmann,
10 correct?

11 A. Yes.

12 Q. Okay. So is it your personal belief,
13 based on the fact that for eight years you were
14 the one inspecting and handling the down escalator
15 and the up escalator at the Nugget for Thyssen --
16 is it your belief that the cracks in the steps on
17 the down escalator were formed sometime between
18 May 7, 2015, and May 12, 2015?

19 A. No.

20 MS. MCLEOD: Same objection; also,
21 argumentative.

22 THE REPORTER: Also what?

23 MR. IQBAL: Argumentative.

24 BY MR. IQBAL:

25 Q. You said no, right?

1 **A. Right.**

2 Q. So given your almost ten years of
3 experience now, is it your belief that the cracks
4 formed sometime before May 7, 2015?

5 **A. Yes.**

6 Q. Okay. The last entry on this page
7 shows that you were called -- before we get to
8 that -- I'm sorry -- let's go back to May 7th.
9 The description says, "The down esc handrail
10 squeaking too much." And it says, "Caller, Don."

11 Is it safe to assume that was Don
12 Hartmann?

13 **A. It was.**

14 Q. Okay.

15 **A. And he believed the handrail was making**
16 **a squeaking sound.**

17 Q. And when you got there, you disagreed
18 with that assessment, correct?

19 **A. Correct.**

20 Q. And, in your belief, it was the step
21 rollers, and they needed grease?

22 **A. Yes.**

23 Q. Okay. And you applied the grease?

24 **A. I did.**

25 Q. Okay. So just two weeks before that,

EXHIBIT E

EXHIBIT E

JNB00474

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:45 AM
To: Olsen, Scott
Subject: FW: Damaged Escalator Steps (Down Unit)
Attachments: GN Laughlin - 5 Esc Steps.pdf; GN Laughlin - 40 Esc Steps.pdf

Importance: High

FYI...

Regards,
Larry Panaro
Sales Manager - Las Vegas
ET-AMS/FLD

T: (702) 262-6775, M: (702) 591-9422, ShoreTel 4589, larry.panaro@thyssenkrupp.com

From: Panaro, Larry
Sent: Thursday, June 25, 2015 3:11 PM
To: Hartmann, Don
Cc: Olsen, Scott
Subject: FW: Damaged Escalator Steps (Down Unit)
Importance: High

Hi Don,

I just wanted to follow up to see if a decision has been made on these escalator steps? In talking to your mechanic (Chris Dutcher) today, he stressed that this necessary repair work should be done very soon to avoid any further damage and/or incidents.

Please let us know if you have any additional questions.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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

Good Afternoon Don,

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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EXHIBIT F

EXHIBIT F

JNB00477

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3 JOE N. BROWN, an individual,)
and his Wife, NETTIE J.)
4 BROWN, an individual,)
5 Plaintiffs,)
6 vs.) CASE NO.: A-16-739887-C
7 LANDRY'S, INC., a foreign)
corporation; GOLDEN NUGGET,)
8 INC., a Nevada corporation,)
d/b/a GOLDEN NUGGET LAUGHLIN;)
9 GNL CORP.; DOE INDIVIDUALS)
1-100; ROE BUSINESS ENTITIES)
10 1-100,)
11 Defendants.)
12 AND ASSOCIATED CASES)
13

14
15 DEPOSITION OF RICHARD LOUIS SMITH
16 RISK MANAGER FOR
17 GOLDEN NUGGET HOTEL AND CASINO

18 Taken on Thursday, March 15, 2018
19 At 9:37 a.m.

20 At 101 Convention Center Drive, Suite 1175
21 Las Vegas, Nevada
22
23
24

25 REPORTED BY: JEAN DAHLBERG, RPR, CCR NO. 759, CSR 11715

1 **A. Yeah.**

2 Q. Could you spell the last name?

3 **A. Fedkiw, F-e-d-k-i-w.**

4 Q. And same question as with the director of
5 security. Is there a director of risk management for
6 each of the Golden Nugget properties?

7 **A. At the time that there was a director, there was**
8 **only the two. And I believe his relationship with**
9 **Laughlin was essentially the as-needed type. They have**
10 **risk managers now, rather than directors.**

11 Q. Got it. So you were one risk manager of how
12 many?

13 **A. Well, I'm the one for Golden Nugget Las Vegas,**
14 **and then I imagine there's one at the -- each**
15 **jurisdiction would have one.**

16 Q. Got it. And you're --

17 **A. They may be called different stuff too. I mean,**
18 **there's somebody that deals with them at the other**
19 **properties.**

20 Q. Understood. But specifically for Laughlin,
21 you're the risk manager for Laughlin?

22 **A. Yes.**

23 Q. So outside of Golden Nugget Laughlin and Golden
24 Nugget Las Vegas, are you the risk manager for any other
25 properties?

1 **A. No.**

2 Q. Now, you were a claims administrator/coordinator
3 until about five or six years ago, and then what
4 happened? Were you promoted?

5 **A. They changed my title. I guess that would be a**
6 **promotion.**

7 Q. Okay.

8 **A. I mean, the job didn't change; just what they**
9 **called me changed.**

10 Q. And it changed to risk manager?

11 **A. Yes.**

12 Q. Okay. Any training when you started as a claims
13 administrator or coordinator?

14 **A. I read the books that you read to take the**
15 **associate in claims qualification, but I never took the**
16 **tests or anything. And then on-the-job training.**

17 Q. Associate in qualifications?

18 **A. In claims. Associate in claims.**

19 Q. Associate in claims. Was that a requirement
20 that you start reading the books?

21 **A. No. They were just -- they were available, so I**
22 **read them.**

23 Q. Okay. How many books?

24 **A. There's four. There's more than that, but**
25 **there's a thing called a track, and so the particular**

1 Nugget is Susan Stanton, to the degree that I have one.

2 So, you know, I don't know how you want to sort
3 that out. It's -- you know, it just depends. I mean,
4 if I screw up bad enough, there's probably any number of
5 people all over the place that could, just by making a
6 big enough stink, cause me to go down the road or force
7 me to change stuff, but nobody ever does, so --

8 Q. Gotcha. Do you read every e-mail from
9 surveillance or security?

10 A. Usually.

11 Q. But not all the time?

12 A. Yeah. I mean, there's stuff that I get, you
13 know, that just doesn't -- doesn't pertain to me, you
14 know.

15 Q. And you can make that determination before
16 actually reading the e-mail?

17 A. I can usually make the determination from the
18 subject line.

19 Q. Okay. And so based on your review of the
20 subject line, you may or may not read an e-mail from
21 security or surveillance; correct?

22 A. From either one, I'm typically going to get to
23 them eventually, unless it's something that I know what
24 it is and doesn't pertain to me.

25 Q. Got it. And you make that determination based

1 on the subject line?

2 **A. Usually, yeah.**

3 Q. Okay. So there's some e-mails that you don't
4 read at all, and there's some e-mails that you decide
5 that you're going to read later, and then there's some
6 e-mails you read on the spot?

7 **A. Yes.**

8 Q. Okay. When you decide that you're going to read
9 an e-mail later, do you tell yourself when you're going
10 to read it, or do you just shove it somewhere for later?

11 **A. Usually I'll hit the "keep as" -- I don't**
12 **actually recall what they call it in Outlook. It's,**
13 **like, keep as unread, or mark unread. That's what it**
14 **is, mark as unread. So I can go and just bring up the**
15 **unread if it's something that's like that.**

16 Q. How often do you go through your unread folder?

17 **A. It's not a folder. It causes them to remain**
18 **highlighted as though I haven't read them yet.**

19 Q. Okay. So how long -- or how often do you go
20 through your unread e-mails?

21 **A. It just depends on how much -- I mean, if**
22 **security sends me a thing that says, You're not going to**
23 **be able to park in the Bridger lot for -- you know, from**
24 **Wednesday until the following Monday, I'm probably never**
25 **going to look at it because I don't park in the Bridger**

1 **A. Yes.**

2 Q. -- with the three asterisks on each side?

3 **A. Yes.**

4 Q. Now, if you flip over to 2046 -- tell me when
5 you're there.

6 **A. Okay.**

7 Q. At the top right under "ThyssenKrupp Elevator
8 Americas," it says "Scheduling and Production Request
9 for Payment," do you see that?

10 **A. Yes.**

11 Q. And then two pages beyond that, JNB_002048, it
12 looks like it's very similar to what was on 2040. But
13 you see the work order and then June 16th, 2015? Do you
14 see that date?

15 **A. Yes.**

16 Q. Okay. Were you aware of any of the work
17 described in these orders?

18 **A. I don't believe so.**

19 Q. As you're sitting here today, do you have
20 personal knowledge of ever reviewing this work order?

21 **A. I don't have any memory of it, if I do.**

22 Q. Is it a typical duty or part of your job to
23 review stuff from ThyssenKrupp?

24 **A. No.**

25 Q. Okay. Whatever it is from ThyssenKrupp, whether

1 it's an e-mail or a document or a letter or a work
2 order, if it's regarding a safety issue, do you
3 typically review it at that point?

4 **A. No.**

5 Q. Okay. Who would review it?

6 **A. Don Hartmann.**

7 Q. Okay. And that's -- so that's his area?

8 **A. Yes.**

9 Q. Okay. When we look at 2048, for example, and it
10 says "Safety Matter," in your personal opinion, does
11 this fall under your scope of a risk manager?

12 **A. No.**

13 Q. Okay.

14 **A. I mean, it could potentially, but it didn't.**

15 Q. It didn't. Okay. How could it potentially be a
16 part of your scope?

17 **A. Well, if, you know, this was sent and then the**
18 **next day, you know, it flew apart and stuff, then it**
19 **could very easily be sent to me going, Yeah, no, we just**
20 **got this, and the escalator just flew apart.**

21 Q. I gotcha. So if something catastrophic happens
22 with the escalator or if somebody got injured on it, it
23 could be a risk manager issue but, until that happens,
24 it's not?

25 **A. Correct.**

1 (Exhibit 5 was marked for identification.)

2 BY MR. IQBAL:

3 Q. Let me know when you've taken a look at both
4 pages and you're ready to go.

5 **A. Okay.**

6 Q. At the second half of that first page, it's an
7 e-mail from Larry Panaro. He's got a ThyssenKrupp
8 domain name. It looks like it's an e-mail to Don, and
9 he talks about -- on that second line he says -- at the
10 end of that second line he says, "As we discussed, this
11 is a safety matter for the riding public. There are
12 currently 40 steps showing signs of cracking, and 5 of
13 the 40 are critical. At this time, we recommend
14 replacing the 40 steps, however, the five steps need to
15 be replaced asap." Do you see that, sir?

16 **A. Yes.**

17 Q. Okay. Were you made aware of any of the
18 concerns listed in this e-mail?

19 **A. No.**

20 Q. Do you have any recollection of hearing about
21 the escalator steps?

22 **A. No. I mean, when we were getting into, you**
23 **know, production and that kind of stuff, at one point I**
24 **was there digging through flooded boxes trying to find**
25 **stuff. And I believe the person that was helping me do**

1 when you were doing these Supplemental Responses, did
2 you read the previous interrogatory at the time, or did
3 you go off your memory?

4 A. I probably read them at the time.

5 Q. Okay.

6 A. I don't have any particular memory of it. But
7 it's like, you know, go through, make sure we're not
8 doing anything that isn't correct, so --

9 Q. Got it. How do you know that this answer is
10 true?

11 A. I have no reason to believe it isn't, is
12 probably the short answer.

13 Q. But I guess I'm saying, how do you know?

14 A. I don't. I'm taking -- I mean, basically I'm
15 the name that's going on this, but it's a corporation
16 and the information comes from all over and, in this
17 particular case, it was staff counsel that provided me
18 with the information.

19 Q. So you -- so this sentence was written by --
20 when you say "staff counsel," you mean Landry's counsel?

21 A. I don't know specifically who it was written
22 by --

23 Q. Right.

24 A. -- but it was given to me as being correct.

25 Q. So you didn't write this?

1 **A. No.**

2 Q. Okay. So you have no independent knowledge that
3 this is true?

4 **A. No. It's not really my bailiwick, other than I**
5 **have no reason to believe it isn't true.**

6 Q. And when you get something like this, you don't
7 do any independent investigation? You just assume
8 whatever you're given is true?

9 **A. If it is something that is within my bailiwick,**
10 **I typically am already going to know about the**
11 **information before it goes to them. If it's something**
12 **out of my bailiwick, then I'm going to take the word of**
13 **the people that are providing it. I mean, unless**
14 **there's something that comes up that says, Hey, you**
15 **know, this may not be true, I have no reason to believe**
16 **it isn't true.**

17 Q. If you turn to Page 4, I'm going to read
18 basically Lines 21 and 22, and this is the Supplemental
19 Response to Interrogatory No. 4. "Responds as follows:
20 GNL Corp. was in control (as defined in Plaintiff's
21 February 8th, 2017, letter) of the escalator on the date
22 of the incident." Did I read that; right?

23 **A. It sounds right.**

24 Q. Okay. Did you read plaintiff's February 8th,
25 2017, letter?

1 **A. No.**

2 Q. Okay. Looking at Page 5, I'm going to be
3 looking at -- asking you a question on the Supplemental
4 Response to Interrogatory No. 9, and it says on page --
5 on Line 11, it says, "Responds as follows: Upon
6 information and belief, Defendant is unaware of anyone
7 who observed the fall." Did I read that right?

8 **A. Yes.**

9 Q. Okay. And then it lists names of three -- well,
10 one employee and two former employees -- Ray, and then
11 Ashley and David. In your personal knowledge, is this
12 statement true?

13 **A. Not in my personal knowledge.**

14 Q. You don't know?

15 **A. No.**

16 Q. Did you do anything to determine whether that
17 statement was true?

18 **A. No.**

19 Q. So then going to Page 6, but -- Page 6 has the
20 Supplemental Response to Interrogatory No. 16, if you
21 look at Line 2. Do you see that, sir?

22 **A. Yes.**

23 Q. Okay. But then actually Page 5 has
24 Interrogatory No. 16, and it's three or four lines --
25 17, 18, 19, and 20. Do you see that?

1 Q. Yeah. I mean, we have --

2 A. Yeah. We looked at them, but that's --

3 Q. Yeah. And you have the exhibits.

4 A. Yeah. If that's correct --

5 Q. You can go to No. 2. Take a look at your
6 verification page, which is the last page, and it should
7 say March 3rd.

8 A. Okay.

9 Q. So basically a year ago?

10 A. Yeah.

11 Q. So before a year ago, before the Supplemental
12 Interrogatory Responses, did you have any awareness of
13 any safety issues that ThyssenKrupp had raised with
14 respect to the escalator at Golden Nugget Laughlin?

15 A. Not that I recall.

16 Q. Okay. Who would have been aware of them?
17 Facilities?

18 A. Yes.

19 Q. And after you were made aware and signed your
20 Supplemental Interrogatory Responses, you signed the
21 verification. After that, did you contact Don Hartmann
22 and talk about the steps?

23 A. No.

24 Q. Okay. In your personal knowledge, has Don
25 Hartmann ever called you or e-mailed you about the

EXHIBIT G

EXHIBIT G

JNB00490



SWETT & ASSOCIATES
Elevator Consultants

May 4, 2018

Mr. Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109

RE: Joe Brown v. Landry's, Golden Nugget, GNL Corp. / TKE (3rd Party Defendant)

Dear Mr. Iqbal:

The intent of this report is to disclose my opinions and the general basis for those opinions that pertain to the 5-12-2015 escalator incident on the down escalator at the Golden Nugget Casino, Laughlin, NV.

In developing the opinions, I relied on visual inspection of the escalator equipment performed on 5-2-2018 as well as the review of depositions, exhibits, my education and my experience.

ITEMS REVIEWED AND CONSIDERED:

- ASME A17.1- 1978, thru 2013 Safety Code for Elevators and Escalators
- Site examination of down escalator at Golden Nugget Casino, Laughlin, NV.
- on 5-2-2018.
- Agreement for Dover Master Maintenance Service with Golden Nugget Hotel & Casino Laughlin, NV dated March 3, 1994.
- Security Video reviewed as recorded of the incident on 5-12-2015.
- DBI, DIR, Mechanical Compliance Section Incident report dated 5/13/15 by Steve Robertson
- DBI, DIR, Mechanical Compliance Section Incident report dated 5/25/15 by Steve Robertson
- TKE Account History Report inclusive of dates 11/30/2012 thru 8/03/2015
- Golden Nugget Incident Report
- Email document number JNB 002187-002191, JNB 002198-0022206, JNB 002208-002209, JNB 002245, JNB 002252-002253, JNB 002255-002256, JNB 002280-002287, JNB 002290
- DBI, DIR, Inspection report dated 1/27/11, 1/24/12, 7/18/12, 1/17/13, 7/16/13, 1/17/14, 7/14/14, 2/11/15, 9/13/16 Inspected by W. Schaefer
- DBI, DIR, Inspection report dated 1/26/17 by JB Underwood
- TKE Repair order dated 6-26-12 in the amount of \$9,308.00.
- TKE Repair order dated 6-26-12 in the amount of \$11,680.00.
- TKE Repair order dated 9-12-12 in the amount of \$89,916.00.
- TKE Repair order dated 6-26-12 in the amount of \$9,308.00



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- Golden Nugget PO 19266 in the amount of \$89,916.00
- Golden Nugget PO 1008826 in the amount of \$89,916.00
- TKE Repair order dated 10-2-12 in the amount of \$62,214.00
- TKE Repair order dated 11-1-15 in the amount not to exceed \$11,500.00
- DBI, DIR, Notice of Violation dated 5/26/15
- E-Mail dated 10-31-17 Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Scott Olson
- E-Mail dated 8-10-15 Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Larry Panaro, Don Hartman, cc: Scott Olson, Alan Trantina, Tom MacDonald, Paul Hamrick, Jim MacDavid
- E-Mail dated 8-5-15 4:02pm Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman, cc: Scott Olson, Alan Trantina, Tom MacDonald
- E-Mail dated 8-5-15 3:59pm Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman, cc: Scott Olson, Alan Trantina, Tom MacDonald
- E-Mail dated 8-5-15 3:27pm Subject Damaged Escalator Steps (Down Unit) from Don Hartman to Larry Panaro, cc: Scott Olson, Alan Trantina, Tom MacDonald
- E-Mail dated 8-5-15 3:24pm Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman
- E-Mail dated 6-16-15 4:29pm Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman, cc: Scott Olson
- TKE Work Order dated 6/16/15 TKE Scheduling and Production Request for Payment Reference number ACIA-ZQUYOB pages 1-7
- TKE Work Order dated 6/16/15 TKE Scheduling and Production Request for Payment Reference number ACIA-ZQU21Z pages 1-7
- E-Mail dated 10-31-17 11:45am Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman, cc: Scott Olson
- E-Mail dated 6-17-15 8:45am Subject Damaged Escalator Steps (Down Unit) from Don Hartman to Larry Panaro cc: Scott Olson
- E-Mail dated 6-16-15 4:30pm Subject Damaged Escalator Steps (Down Unit) from Larry Panaro to Don Hartman
- Deposition of Don Hartmann, Director of Facilities, Golden Nugget Laughlin taken on 1-24-2018
- Deposition of Richard Louis Smith, Risk Manager for Golden Nugget Laughlin taken on 3-15-2018
- Report of Findings and Opinions in the matter of: Joe N. Brown an individual and his wife, Nettie J. Brown, an individual v Landry's Inc., Golden Nugget, Inc., GNL Corp, et al CASE NO.: A-167-739887-C, Prepared by: Davis L. Turner & Associates, LLC, December 03, 2017
- Nevada Administrative Code 455C
- Nevada Revised Statutes 455C

INTRODUCTION:

PO Box 7429 • Houston, TX 77248
TOLL FREE: 888-878-6566 • FAX: 713-690-0004
www.swetta.com

JNB00492



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Elevator Consultants

Please note I have been in the vertical transportation industry well over 30 years. I worked as an engineer for 13 years with a major elevator manufacturing company and I have operated my own consulting company doing vertical transportation inspections, engineering, design and expert witnessing for the past 20 or so years.

EQUIPMENT BASICS:

Passenger Escalator
Montgomery HR
24" wide
90 fpm
Installation 1980
Manufacturer – Montgomery
Maintenance Provider – ThyssenKrupp Elevator

INCIDENT SUMMARY:

On May 12, 2015 Mr. Joe Brown and family were guests of Golden Nugget Hotel and Casino in Laughlin, Nevada. The Brown family went from the upper level casino floor to the lower level riverfront to enjoy dinner at a restaurant in the hotel/casino. Mr. Joe Brown entered the upper landing of the down escalator holding the handrail with his left hand and his cane in his right hand. Mr. Brown advised that the escalator step was shaky (unstable). This caused Mr. Brown to lose balance and fall from the upper portion of the escalator to the bottom of the escalator. Mr. Brown was severely injured transported to the local hospital, Western Arizona Regional Medical Center and then airlifted to Sunrise Hospital in Las Vegas with an initial diagnosis of unstable fracture at C1.

SITE REVIEW:

A visual and partial physical inspection of the down escalator, located on the left side if standing on the lower floor looking up at the escalator group was performed. While the escalator was in operation I visually looked at steps, combplates, demarcation lights, caution signage. I rode the escalator applying pressure front to back and side to side on a few escalator steps. I made sure the escalator was adequately barricaded, top and bottom, and then it was removed from service by TKE via the top emergency stop switch. TKE removed the bottom access plates and opened the lower pit. Two steps were removed and the opening was bumped up slowly stopping along the way allowing the truss to be seen (interior of the escalator). After the interior was reviewed TKE closed the escalator and returned the escalator to service. We were escorted to the warehouse and looked at the old steps that were removed

CONCLUSIONS



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Findings from depositions, site visit, and exhibits reviewed:

Site review of the existing escalator showed that most of the replacement steps have been installed however there are still some old design escalator steps in the assembly.

Site review of the escalator showed massive dirt is collected on the machine in the upper area of the elevator truss.

Site review showed that the new steps have stabilizing tabs as an integral part of the step to stabilize the step front to back.

The history report provided by TKE which was run on October 30, 2017 and covered from "start date" of 5-1-2010 through "end date" 12-31-2015 and showed:

Two escalator safety tests were performed by TKE in that 4 years and 7 month span. One on 7/14/14 and one on 7/16/13 in the presence of elevator inspector W. Schaefer. The remainder of the inspections were performed without the TKE elevator maintenance mechanics and therefore the escalator was not tested. There is no way to inspect an escalator in accordance with the guidelines of A17.1 without the assistance and testing by a trained maintenance mechanic.

The history revealed in the 4 years and 7 month span 257 1/8 hours of "work" was performed on the subject down escalator. Of that 257+ hours of work reflected in the history report less than 25 hours of maintenance of any kind was performed much less preventative maintenance.

24 1/2 hours was in response to callbacks (broken equipment). A call to fix a broken escalator is not maintenance.

116 1/2 hours was marked as repair. Repair is NOT maintenance and reflects a lack of maintenance.

50 hours were marked as maintenance hours however upon closer investigation they were repair hours.

About 25 hours listed as maintenance hours were possibly actual maintenance, oil, lubricate, adjust..... This reflects an average of 1/2 hour per month, well below industry norms and recommendations.

The remainder of the hours attributed to maintenance were "visual"s, "customer relations" (talking to customers), a general statement of "preventive maintenance" without tasks attached, and surveying for possible future modernization projects.

The history report revealed long periods of time passed with no maintenance whatsoever on the down escalator.

Four months passed from December (arguably from November) of 2014 to April of 2015 with absolutely no maintenance. The April visit which per the history document was a "call" but not listed as a callback started the stepchain, trail rollers, step problems that culminated in Mr. Brown's incident on 5-12-15 followed quickly by the 5-25-15 similar incident and finally resulted in the step chain violation and 90 plus man hours to replace the step chain.



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No preventative maintenance was done between December of 2013 and May of 2014 which resulted in gearbox failure and a 50 man hour repair/replaced gearbox.

OPINIONS

Escalator maintenance company, ThyssenKrupp Elevator, did not perform preventative maintenance on this escalator in accordance to elevator code and ThyssenKrupp's own maintenance control program (BEEP).

According to A17.1 requirement 8.6.1.2.1(e) *The specified scheduled maintenance intervals shall, as applicable, be based on*

- (1) equipment age, condition, and accumulated wear*
- (2) design and inherent quality of the equipment*
- (3) usage*
- (4) environmental conditions*
- (5) improved technology*
- (6) the manufacturer's recommendations and original equipment certification for any SIL rated devices or circuits (see 8.6.3.12 and 8.7.1.9)*
- (7) the manufacturer's recommendations based on any ASME A17.7/CSA B44.7 approved components or functions.*

This escalator is roughly 38 years old (was roughly 35 years old at time of the incident) and is well into the end of life for this piece of equipment. It resides in a facility that is open 24 hours a day and without proper clean downs runs in pure filth. The Montgomery Model HR has a known and dangerous defect which must be monitored (cracks around the rollers sockets due to design flaw). This flaw has been known since late 1980's and replacement steps are made to correct the issue.

Escalator maintenance company, ThyssenKrupp Elevator, failed to maintain the down escalator at Golden Nugget Casino & Hotel Laughlin, NV in a safe operating condition.

Escalator maintenance company, ThyssenKrupp Elevator, failed to watch over and do adequate preventive maintenance specifically on the step and roller assemblies having had prior knowledge of occurrences and replaced some of them in 2012. This placed the riding public in known danger.

Escalator maintenance company, ThyssenKrupp Elevator, failed to provide the technical knowledge required to service an escalator with such known defects in the step assembly.

Escalator maintenance company, ThyssenKrupp Elevator, failed to provide the supervision and/or oversight to recognize the inherent danger of this equipment and monitor/educate the mechanics.

Escalator maintenance company, ThyssenKrupp Elevator, failed to properly clean the escalator to enable visual inspection of damage to the escalator equipment and step assemblies.



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Escalator maintenance company, ThyssenKrupp Elevator, failed to inspect and test the escalator in accordance with A17.1 code requirements.

Escalator owner, Golden Nugget Inc., did not properly oversee the maintenance contractor ThyssenKrupp Elevator and their required adherence to the maintenance contract.

Escalator owner, Golden Nugget Inc., did not properly train employees for escalator emergencies.

Escalator owner, Golden Nugget Inc., did not react/respond when advised of the extreme danger the escalator equipment exposed the unknowing riding public to when advised by their elevator.

Escalator owner, Golden Nugget Inc., did not respond in a reasonable time when ThyssenKrupp advised them of the dangerous cracks in the steps and the correction and cost required to safely return the escalator to service. Owner only approved the minimum work (stepchain replacement) as cited as a violation by the State of Nevada AHJ. Golden Nugget was advised in June of 2015 of the danger and did not replace steps until after end of 2015.

CONCLUSION

Based upon investigation and review as well as experience and education my opinion is ThyssenKrupp did not maintain the escalator equipment and could have prevented the 5-12-15 incident with proper preventative maintenance. There was signs of the roller and step issues prior to the event and ThyssenKrupp was unable to recognize the event and was unable to adequately maintain the escalator to make it safe for public use even though there was a similar repair in 2012.

Based on investigation and prior similar events occurring in 2012 I believe Golden Nugget Inc. should have recognized the risk to their customers and acted quickly to partner with ThyssenKrupp and have the equipment immediately repaired or removed from service until it was repaired.

I reserve the right to append, amend and/or change my opinion if additional information regarding the escalator in question is presented.

Respectfully Submitted,

Sheila N. Swett

Rebuttal to the Rebuttal report from Mr. Davis Turner of the Expert Report of Sheila N. Swett dated May 28, 2018

In the matter of: Joe N. Brown an individual and his wife, Nettie J. Brown, an individual. V. Landry's Inc., Golden Nugget, Inc., GNL Corp, et al
Case no: A-167-739887-C

Prepared by Swett & Associates, June 4, 2018

SCOPE: This report is prepared on behalf of Mr. & Mrs. Joe N. Brown at the request of Mohamed A. Iqbal, Jr. Esq. as a response to the conclusions and opinion expressed in the Rebuttal to the Expert Report of Sheila N. Swett, and opinions to the deposition of Mr. Richard Louis Smith and Mr. Chris Dutcher.

Response to Mr. Turner's Rebuttal "6.0" of the Expert Report of Sheila N. Swett.

- 1) Mr. Turner expressed in his rebuttal in 6.0 to S & A report that it "failed to identify any condition of the escalator that directly caused Mr. Brown to lose his balance and (sic) May 12, 2015." In consideration that the cursory inspection was performed on the escalator equipment almost 3 years after the accident occurred and a little over two years since the majority of the steps were replaced I would volunteer that the escalator had been "repaired" and the culprit of the incident, steps, rollers and chains removed and replaced in kind with new code compliant parts.
- 2) Stretched chains exceeding the maximum code allowable 6mm as cited by State of Nevada Safety Specialist Mr. Travis on State of Nevada Notice of Violation form dated 5/26/15, the day after the second accident in two weeks would more likely indicate a more thorough examination due to the second accident. It takes more than the 13 days between the two accidents for a step chain to stretch beyond acceptable limits.
- 3) On June 16, 2015, immediately following the cleaning of the steps to "look for cracks in steps" as well as ready for replacing the stretched step chain to correct the 5/26/15 Notice of Violation TKE sent a work order for approval to replace the majority of the steps (40 had cracks and 5 of the 40 were critical). TKE advised on the work order ***Safety Matter*** and further included in the explanation that the cracks "can cause a serious safety issue for the riding passengers."
- 4) The Detroit Free press authored an article an article October 27 of 1995 warning owners to "be aware of potentially dangerous stair cracks during an escalator annual cleaning". The subject escalator did not have an annual cleandown in 2013, 2014 or 2015. Detecting cracks in the steps of a dirty escalator is impossible. "Cracks developing in an escalator's step support structure can cause the step to rock under a rider's weight.....an internal memo obtained by the Free Press, an escalator executive warned his company in 1989 that "these flaws represent a serious potential for injury or death" to the public." "People are playing the odds,"

said Hubert Hayes a well respected consultant and member of the escalator industry's national safety code committee. "It's a serious problem." According to Carl White, a consultant and member of escalator safety code committee "When it comes to a cracked step, there is very little riders can do to protect themselves,". The article went on to name multiple buildings with cracked step issues , accidents, injuries, and lawsuits. The problem has been known in the industry since the early 1980s.

- 5) KONE Spares (the KONE parts distributor for KONE) advises in its Escalator Cast Step Replacement Program advertising brochure "Due to age, these steps may be nearing the end of their service life and may also develop Type B cracks, which will require the steps to be replaced." and "Steps that develop a Type B crack must be replaced immediately."

Response to Mr. Turner's Rebuttal "6.1" of the Expert Report of Sheila N. Swett.

Mr. Turner advised "the debris in the machinery space did not cause Mr. Brown to lose his balance." First Mr. Brown lost balance as a result of step rocking movement and, the condition of the machinery space was identical to the condition of the cracked steps stored in the storage area. The steps were filthy and they could not have been inspected for damage or cracks during 2013, 2014 or 2015 in that condition since no cleandown was performed.

Response to Mr. Turner's Rebuttal "6.1.1" of the Expert Report of Sheila N. Swett

Mr. Turner questioned why the escalator was not taken out of service due to the stretched step change and the greater than 6mm space between steps which is max allowable. First it was not stated how much more than 6mm the space was, second, I too question why it was not taken out of service. Removing a piece of equipment from service is very subjective. As an independent inspector I would have removed the escalator from service and advised whatever AHJ had jurisdiction of my decision. It would then be the AHJ's prerogative to return it to service. (AHJ's do not provide professional liability insurance.)

Response to Mr. Turner's Rebuttal "6.1.2" of the Expert Report of Sheila N. Swett

Answered in Rebuttal of "6.1" above.

Response to Mr. Turner's Rebuttal "6.1.3" of the Expert Report of Sheila N. Swett

- 1) Cleaning of the upper pit area is required in the "B.E.E.P – Maintenance Basic Elevator and Escalator Procedure" Section 4-3 clearly lists 14 tasks to perform in the "Clean and Lubricate Pit Area" tab.
- 2) Cleaning of the track system is required in the "B.E.E.P – Maintenance Basic Elevator and Escalator Procedure" Section 4-3 clearly lists 9 tasks to perform in the "Clean and Inspect Track System" tab.
- 3) Cleaning of the escalator, referred to as "Cleandown" is required in the "B.E.E.P – Maintenance Basic Elevator and Escalator Procedure" Section 4-4 clearly lists 4

pages of approximately 42 tasks to perform in the "Cleandown" Section which is to be done annually.

- 4) To perform annual escalator tests as required in the "B.E.E.P – Maintenance Basic Elevator and Escalator Procedure" Section 4-5
 - Machine Space (8.11.4.2.1) requires "Verify that machine space is clean, free of oil and combustibles, and clear of unauthorized items."
 - Controller and Wiring (8.11.4.2.3) requires "Visually inspect controller to verify that all components, such as fuses, switches, etc., are correctly rated for their application, are clean, in good condition, and have not been altered or defeated."
- 5) By definition in order to visually inspect equipment it must be clean. The maintenance tasks were not performed as the records show there was not enough time allocated to maintenance to perform the tasks. The task of visually inspecting the steps for cracks occurred directly AFTER the two incidents which first shows TKE did have experience in these issues and were aware the step cracks could be the culprit. Also 40 escalator steps with cracks, some being critical should have been monitored at least annually instead of waiting until accidents were detected. Maintenance occurs to prevent issues or catch issues prior to incidents.

Response to Mr. Turner's Rebuttal "6.1.4" of the Expert Report of Sheila N. Swett

The maintenance documents did not show mechanics were onsite during all the interior tests and inspections.

Response to Mr. Turner's Rebuttal "7.0" of the Expert Report of Sheila N. Swett

At no time did the S & A report mention the escalator stopped or jerked. The steps were unstable due to the step chain stretched. The distance between steps was over 6mm which is the code maximum limit. The step cracks on 40 steps were found after the accident and should have been found during normal maintenance prior to the accidents. Cracks in steps result in unstable steps and contributed to Mr. Brown's incident.

Response to Mr. Turner's Rebuttal "8.0" of the Expert Report of Sheila N. Swett

- 1) Unconditionally the combination of step chain stretch and cracked steps caused the unstable condition of the steps. This is evidenced by the second more thorough state inspection after the second accident occurred as well as the immediate notification via work order and multiple emails and conferences regarding the cracked steps where TKE advised on the work order ******Safety Matter****** and further included in the explanation that the cracks "can cause a serious safety issue for the riding passengers."
- 2) The seriousness of step cracks is known in the industry. An escalator that has had previous issues with step cracks should be inspected/maintained more often not less often.
- 3) It is the responsibility of the owner to oversee the contractual obligations of their elevator/escalator maintenance provider. TKE did not maintain the escalator and GNL did not properly oversee.

- 4) Additions to original report dated 5/4/18.

OPINIONS

The signage for the escalator was not code compliant. A list of rules written in English applied to the ballustrade is both difficult to read and comprehend in the seconds you get on the escalator. The code requires a pictograph warning since language barriers prevent many people from reading a straight list written in English. The pictograph warning sign has been in the elevator code for over 30 years. Also the only sign visible from the escalator to direct anyone to the elevator was hung from the ceiling far to the right of the escalator. It was certainly not in the path to the entrance of the escalator and stairs. During the May 2 2018 visual inspection it was noticed a new sign had been placed directly beside the down escalator at eye/handrail level. There was no sign at the entrance to the up escalator to direct to the nearest elevator. I believe that had a sign been obvious (like it is placed now) at the entrance to the down escalator on the day of the accident the choice of using an elevator would have prevented Mr. Brown's accident however a sign would not correct the deficiencies and condition of the escalator due to step chain stretch and step cracks.

Mr. Dutcher (TKE mechanic) deposition.

- 1) Mr. Dutcher (TKE mechanic) states in his deposition that 60 percent time he did not record the maintenance or tasks in the TKE maintenance system because he was too busy. The recording of the time and tasks is a code requirement and a TKE company requirement. If the load on Mr. Dutcher's TKE assigned maintenance route was more than could be recorded I believe it was also more than could be safely performed. Maintenance affects the safety of all vertical transportation equipment and therefore affects the safety of the riding public. An overloaded maintenance route affected the safety of the escalators and also contributed to Mr. Brown's incident.
- 2) Mr. Dutcher (TKE mechanic) also states that he knows about the step crack issues but then states he "doesn't like looking at cracks in the steps". After discovering the cracks and notifying TKE Mr. Dutcher repeatedly advised GNL of the importance of replacement of the cracked steps. Mr. Dutcher advised not only that the 40 cracked steps need to be replaced but it would be better, safer, to replace all the steps. Mr. Dutcher agrees that had all steps been replaced in 2012 steps would not have been cracked in 2015. I am in agreement with Mr. Dutcher the cracked steps should have been replaced immediately and it would have been a safer option to replace all the steps. I believe the cracked steps led to the unstable steps Mr. Brown may have encountered which led to his accident.
- 3) The opinion from my first report that proper maintenance was not performed on this escalator and that had proper maintenance been performed the escalator would have been in a safer working order. Lack of maintenance led to Mr. Brown's escalator accident at GNL.

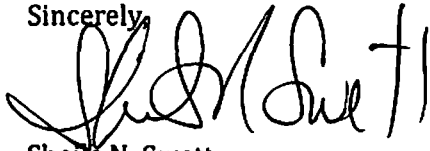
Mr. Richard Smith (GNL Risk Manager) deposition

Mr. Smith testified that he goes years without interacting with the Golden Nugget Laughlin staff. Mr. Smith advises he may or may not read emails sent to him from security and may or may not look at security footage sent to him. Mr. Smith believes that "safety matters" regarding escalators do not fall under his position as Risk Manager. Mr. Smith believes that he should get involved only "if something catastrophic happens" and not before. It is my

opinion that a fall down an escalator resulting in a broken neck is catastrophic since a broad definition of catastrophic involves causing sudden great damage or suffering. A second fall down the same escalator within 2 weeks would also be of major safety concern. As head of a department Mr. Smith's belief that safety is not a concern of a risk manager has led to attitudes of lower safety standards on GNL property leading to accidents and incidents such as Mr. Brown faced when riding on unsafe equipment owned and not properly supervised by Golden Nugget.

The writer of the report reserves the right to modify, change, amend, append or supplement the opinions and conclusions contained in this document should additional discovery or documentation be provide.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sheila N. Swett', written over the word 'Sincerely,'.

Sheila N. Swett

Attachment: Sheila N. Swett Resume, Expert Witness Log

4-2017

RESUME

Sheila N. Swett
1115 Nicholson Street
Houston, TX 77008
(713)-690-7705
(713) 598-9819

I have been in the elevator business over 30 years working in vertical transportation layout, engineering, field operations, modernization and more recently (last 20 years) as an expert witness, consultant and inspector. I currently own Swett & Associates, an all inclusive elevator consulting and elevator engineering firm as well as Elevator Technical Services and Elevator Contracting Services in Houston, TX., a company that primarily does safety inspection and testing of elevators and escalators. My interests lie strongly in the modernization arena which utilize my experience as well as my commercial and industrial design strengths and analytical skills in both application engineering and construction.

**JOB EXPERIENCE –
SUMMARY OF QUALIFICATIONS**

Elevator Technical Services
Elevator Contracting Services
1201 Nicholson St.
Houston, TX 77008

July 1, 2005 – Present

President-ETS and ECS currently test and inspect over 3000 elevator units in the Houston and TX area.

Sheila N. Swett
Dba Swett & Associates, Inc.
Swett Consulting

1115 Nicholson
Houston, TX 77008

11/96 - Present

Owner - Elevator Modernization Consultant – Elevator/Escalator Inspector (18 years)- Licensed General Contractor (15 years)-Licensed Elevator Contractor (12 years)

QEI certified elevator inspector and in Alabama, Missouri, Texas and Mississippi state registered elevator inspector. Certified as an Elevator Consultant (CEC) by IAEC. I was past president of the International Association of Elevator Consultants from 2010 thru 2012 and am currently Executive Director. I am consultant to the elevator industry at manufacturing level, consulting level and company or installation and engineering level in the arena of elevator modernization. I provide expert witness services in all aspects of the vertical transportation field. I provide elevator/escalator inspections, consulting services, maintenance evaluations, specifications, project management, and contract evaluation to elevator owners and facility managers. I have worked with all major manufacturers in various projects as well as many independent elevator companies. I sit on the ASME code committees for “inspection” and “wind turbine elevators” and am diligently active with the processes of the ASME code committees.

Buildings and facilities:

- Washington University School of Medicine (140 assorted vertical transportation units on-site) - (Inspector and Consultant) (past 17 years)
- University of Alabama (250 vertical transportation units on site) – (Inspector and Consultant last 10 years). Responsible for consulting and inspection of all university owned equipment as well as all new elevator escalator installations.
- University of Illinois (350 units on site – consulting and inspecting)

JNB00502

- Anheuser Busch, Inc. – St. Louis, MO (90 elevators on site) – (Consultant)
- Convention & Entertainment Facilities, Houston, TX George R. Brown Convention,(26 Escalators, 29 Elevators), Houston Center for Performing Arts, Tranquility Parking Garage (2 Elevators), Jones Hall (6 Elevators), Wortham Theater (12 Elevators, 2 Escalators) – (Inspector, Consultant, Expert Witness)
- Hyatt Headquarters - Chicago, IL (42 elevators) – (Elevator Engineer)
- Chicago Tribune Bldg - Chicago, IL (18 elevators) – (Elevator Engineer)
- Missouri Sewer District – St. Louis, MO (45 units) – (Elevator Inspector)
- Bay Area Transit Authority – San Francisco, CA (80+ elevators) (Court appointed Technical Advisor)
- UT Medical, Houston, TX (43 elevators)
- Texas Medical Center, Houston TX (65 elevators) (Elevator inspector and consultant)
- Jefferson County Birmingham, AL (40+ Elevators) (Inspector and Consultant)
- Kay Bailey Hutchison Convention Center, Dallas TX – (Consultant)

Expert Witness cases: See attached list

Sheila Swett General Contractors

1115 Nicholson

Houston, TX 77008

Present

General Contractor - Hold full general contractor license inclusive of industrial, commercial, and residential construction. Past projects include new design of light gage structural steel framing of residential properties. Second generation general contractor, fourth generation trade contractor.

Dover Elevator Systems, Inc.

Horn Lake, Mississippi

8/83 - 11/96

Modernization Mechanical Engineer II

Responsibilities included:

The field survey and factory design of modernization products and elevator systems.

Project Coordinator for all major modernization construction projects in the United States.

Responsible for providing training of field modernization engineers in the survey, design, and estimating phases of elevator modernization.

Responsible for prompt technical assistance regarding modernization problems to architects, consultants, and field organization both domestic and foreign.

Responsible for representing field installation procedures and feedback to factory for product improvement.

Responsible for building and maintaining technical manuals and bulletins for elevator modernization procedures.

Previous positions in the elevator industry included new equipment traction product line engineering and new equipment traction layout.

Previous positions in the elevator industry included new equipment escalator product line engineering and new equipment escalator layout.

EDUCATION

University College of Northampton

Northampton, England

Post graduate work on - MSc - Lift Engineering – Currently enrolled

University of Alabama

Tuscaloosa, AL

Post graduate work on Master of Business

University of Memphis

Memphis, Tennessee

Enrolled intermittently from 1974 through 1995 in College of Business, GPA 3.7

JNB00503

Awards: Golden Key National Honor Society
Who's Who in American Colleges

State Technical Institute in Memphis
Memphis, Tennessee
Degree: Associate of Engineering Technology
Major: Mechanical Engineering Technology
Date: September 11, 1983
Awards: High Honors
GPA: 3.813

LICENSES

"QEC" Qualified Elevator Consultant (one of only eight consultants in the world awarded this designation.)
"MBE" Certification by Uniform Certification Agency City of Houston
"DBE" Certification by Uniform Certification Agency City of Houston
"M/WBE" Certification by NCTRCA for Dallas
"HUB" Certification by State of Texas Certificate #1202823238200
Licensed Elevator and Escalator Inspector QEI #I-179 (Currently Certified through National Association of Elevator Safety Authorities "NAESA") since February 1997
State of Texas Elevator Contractor License
Numerous individual state Elevator and Escalator Inspector Licenses
General Contractor License State of Tennessee from 1995 to 2015

PROFESSIONAL MEMBERSHIPS

National Businesswomen's Leadership Association
National Association of Women in Construction
Member of National Association of Elevator Contractors (NAEC)
International Association of Elevator Consultants (IAEC previously NAVTP) (Current Executive Director) 1995-present
National Elevator Industry Inc. (NEII) Member serving on architectural committee
Founding Member of Elevator U, an organization for large facilities solutions (Colleges and Universities)
ASME Member of a number of subcommittees for various elevator code sections, Existing Elevator Committee, Wind Turbine Elevator Committee (Stand Alone code writer/author), Inspections Committee
On Board of EESF (Elevator and Escalator Safety Foundation)

COMMUNITY ACTIVITIES

Volunteer for Elevator and Escalator Safety Foundation "Safe-T Rider Program"
Active member of Lakewood Church
Habitat for Humanity volunteer and former member of construction board

JNB00504

SUMMARY EXPERT CASES

**Sheila Swett
1114 Nicholson St.
Houston, TX 77008**

(expert for plaintiff team)
Cooney and Conway (Chicago)
settled

Plaintiff vs Schindler (expert for plaintiff team)
New Orleans, LA
Settled

Plaintiff vs major manufacturer (believe Otis) (expert for the manufacturer)
McAllen, TX
OEM released from suit

Plaintiff vs. major manufacturer (believe Amtech which is owned by Otis) (expert
for the manufacturer)
Houston, TX
OEM released from suit

Plaintiff vs. elevator valve manufacturer (expert for the manufacturer)
Little Rock, Arkansas
Settled

Amtech Elevator vs Building owner (expert for plaintiff team)
Bingham, Mann, House, Veenstra (Houston, TX.)
Settled

Residential Elevator owner vs Elevator contracting company (expert for plaintiff)
Settled

Plaintiff vs. Otis and building management (expert for building management team)
Ongoing

Plaintiff vs. Casino and elevator maintenance company (expert for plaintiff team)
Joliet, Illinois
Settled

2012-2013

**Adrian Rodriguez, individually and on behalf of the estate of cloria rodriguez,
deceased, Timoteo Rodriguez, Jacinto Rodriguez, and Sara Ochoa, plaintiffs, vs. 1859
Historic Hotels, Ltd, LHH Hospitality, LLC, GAL-TEX Hotel Corporation, and Otis
Elevator Company, Defendants.
Sico, White, Hoelscher & Braugh, LLP, James Hada Atty (Plaintiff) (TEXAS)**

2014

**Maria Perez vs. Omni Hotel Management (expert for the owner team)
Hoblit Ferguson Darling, LLP, Rebecca M. Rabago (Texas)
Current**

Atkins vs. (expert for plaintiff team)

**Bedford Rogers & Bowling, P.C. Jeff Bowling, (Alabama)
current**

Gus Carrales vx TRT Development Company-CCS (expert for the owner team)

**Hoblit Ferguson Darling, LLP, Rebecca M. Rabago (Texas)
Current**

2015

**Karen Carter vs. Metlife Group, Inc, Schindler Elevator Corp, ING Clarion Realty
Services
Williams Kherkher, Eloy Gaitan (Texas)**

2014-15

**Gamino vs Schindler (expert for plaintiff team)
Buchanan Law Firm (Texas)
(?)**

2015

**Gary E. "Chip" Thompson vs Otis Elevator
BHV Law, Dan Broussard atty for Plaintiff
(Current, Received pretrial notice 4-4-18)**

2014-2015

**Sara Berry vs. D.H. Ventures, LLC, Homewood Suites Management LLC, KONE Inc,
Hilton Worldwide Inc, Homewood Suites by Hilton, John Doe I-X, Jane Doe I-X, White
Corporations and or Sole Proprietorships
Law Offices of Jack H. Hirsch (plaintiff attorney) (ARIZONA)
(?)**

2016-2018

**Gary Schneider vs Kessler Hospitality LLC., dba Fairfield Inn & Suites and
ThyssenKrupp Elevator Corporation
Zehl & Associates – attorney Kevin C. Haynes, Esq, (Plaintiff)
Settled**

2017

**Yuriko Robledo and Brandi Marie Oubre vs Hospital Corporation of America. Inc.,
Houston Pediatric Specialty Group, Clear Lake Regional Medical Center, In., Lincoln
Harris, LLC and Thyssenkrupp Elevators Corporation**

Gonzalez Law Group (Texas)
Current

2018

Wayne Warnell and Tonya Warnell vs. Schumacher Elevator Company, Schumacher Elevator Company, Inc. (Iowa) – Brett Beattie on behalf of plaintiff
Settled

2018

Nicole Curtis vs Dallas Marriott City Center
W. Brice Cottongame attorney for plaintiff (Texas)
Current

2018

Joe N. Brown, Nettie J. Brown vs Landry's Inc., Golden Nugget Inc, Golden Nugget Laughlin GNL Corp, Doe Individuals, Roe Business Entities
Iqbal Law PLLC esq (Plaintiff)
Current

2018

Fantez Jones vs Starbucks Corporation and HG Galleria, LLC
The Brown Law Firm, LLP (Plaintiff)
Current

EXHIBIT H

JNB00508

ACOM

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Drive, Suite 1175

Las Vegas, Nevada 89109

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.;
THYSSENKRUPP ELEVATOR CORP., a
foreign corporation; DOE INDIVIDUALS 1-
100; and ROE BUSINESS ENTITIES 1-100,

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

SECOND AMENDED COMPLAINT

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

AND ASSOCIATED CASES

COME NOW, Plaintiffs Joe N. Brown and Nettie J. Brown by and through their attorneys of record, Iqbal Law PLLC, file this Second 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; Thyssenkrupp Elevator Corp., a foreign corporation; DOE Individuals 1-100 and ROE Business Entities 1-100; and allege as follows:

///

SECOND AMENDED COMPLAINT

1 of 7

JNB00509

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, "Nugget 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. Defendant Thyssenkrupp Elevator Corporation ("TKE") is a foreign corporation doing business in Clark County and throughout the State of Nevada (the Nugget Defendants and TKE are referred to herein collectively as the "Defendants").

6. 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.

7. 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 Second Amended Complaint will be amended to include them when their true names and capacities become known.

8. 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 Second Amended Complaint will be amended to include them when their true names and capacities become known.

II. ALLEGATIONS COMMON TO ALL CLAIMS

9. On or about May 11, 2015, Joe and Nettie Brown traveled, with members of their family, from their Las Vegas home to vacation in Laughlin, Nevada.

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

11. 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 the "down" escalator installed at the Laughlin Nugget.

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

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

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

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

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

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

18. Pursuant to NRS 42.001 *et seq.*, a plaintiff may recover punitive damages in addition to compensatory damages for the sake of example and by way of punishing the defendant. Here, defendants acted with, among other things, malice, both express and implied – meaning conduct that is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or safety of others. Conscious disregard means the knowledge of the probable harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those consequences.

19. Evidence in this case has shown, among other things, that: (i) the “down” escalator at the Laughlin Nugget had cracked steps, posed substantial risks to the riding public over a period of several years, and was consistently and continuously experiencing safety and maintenance problems, which led to Plaintiffs’ injuries; (ii) defendants were on notice and knew of the escalator’s dangerous condition for years, failed to take the steps to make the escalator safe, and failed to shut down the escalator until it was safe; and (iii) defendants had a conscious disregard of the rights and safety of the riding public, and willfully and deliberately failed to act to make the escalator safe and avoid injuring the public, including Plaintiffs.

III. JURISDICTION

20. The Court has jurisdiction of this matter pursuant to NRS 14.020 and NRS 14.065, as: (i) Defendant Landry's does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here; (ii) Defendants Golden Nugget and GNL are corporations organized under the laws of, and doing business in, this State; and (iii) Defendant TKE does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here.

21. Further, the amount in controversy falls within the jurisdictional limit of this Court.

1 **IV. VENUE**

2 22. 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 Second Amended Complaint.

5 23. 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 24. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-23 above.

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

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

18 27. As the entity responsible for the servicing and repair of the "down" escalator at
19 the Laughlin Nugget, Defendant TKE owed Joe and Nettie Brown a duty of care, to wit: to
20 service and maintain the escalator in such a way as to keep the escalator in a reasonably safe
21 condition for use.

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

25 29. Defendant TKE breached its duty of care by negligently servicing and failing to
26 repair the escalator used to transport persons within the Laughlin Nugget.

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

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

Second Cause of Action – Loss of Consortium

32. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-31 above.

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

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

VI. PRAYER FOR RELIEF

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

a. For an award of compensatory damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), to be proven at trial;

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

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

///

///

///

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

Dated this ____ day of _____ 2018.

Respectfully Submitted,

IQBAL LAW PLLC

By: /s/ Mohamed Iqbal

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

Christopher Mathews (NSB #10674)

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

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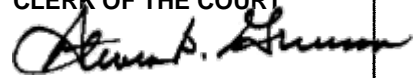
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OPP
REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 S. Third Street
Las Vegas, Nevada 89101
Phone (702) 383-3400
Fax (702) 384-1460
rmastrangelo@rmcmlaw.com
Attorneys for Third-Party Defendant
THYSSENKRUPP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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

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

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.

DATE OF HEARING: 08/07/18
TIME OF HEARING: 9:00 a.m.

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.

**THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR
CORPORATION'S OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE
TO FILE SECOND AMENDED COMPLAINT**

Third-Party Defendant, Thyssenkrupp Elevator Corporation ("TKE"), by and through its

JNB00516

1 attorney of record, REBECCA L. MASTRANGELO, ESQ., of the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, hereby submits its Opposition to Plaintiffs'
3 Motion for Leave to File Second Amended Complaint.

4 This Opposition is based upon the pleadings and papers on file herein, the accompanying
5 Memorandum of Points and Authorities and oral argument, if any, at the time of the hearing on this
6 matter.

7 POINTS AND AUTHORITIES

8 I.

9 INTRODUCTION AND RELIEF SOUGHT

10 This case involves an incident which occurred on **May 11, 2015**, on the down escalator at
11 the Golden Nugget Laughlin ("GNL"). Plaintiffs' First Amended Complaint filed on **September**
12 **1, 2016** alleges as follows (Exhibit "A"):

- 13 11. Joe Brown, who suffered shrapnel wounds in his legs while serving overseas and
14 uses a cane when he walks, boarded the Laughlin escalator last.
- 15 12. When Joe Brown stepped onto the Laughlin Nuggets Escalator, the stair he stood
16 on was loose and unstable.
- 17 13. Because the Laughlin Nugget escalator stairwell was narrow, Joe Brown was
18 unable to steady himself with his cane. He reached for the escalator handrail, but
19 was blocked by a stationary metal railing running the length of the escalator and
20 was unable to steady himself with the handrail.
- 21 14. As a result, Joe Brown lost his balance and fell down the Laughlin Nugget
22 escalator.

23 See First Amended Complaint, attached hereto as Exhibit "A."

24 Plaintiffs' First Amended Complaint alleges that Defendants GNL, Golden Nugget and
25 Landry's owed Plaintiff a duty of care, and negligently designed, installed, operated and
26 maintained the stairs, railings and /or escalators, causing injuries and damages to Plaintiffs.
27 Notably, although DOE Defendants are named in the First Amended Complaint, no specific
28 allegations of negligence are alleged against them.

1 After Plaintiffs filed suit against GNL, GNL then filed a Third-Party Complaint against
2 TKE alleging breach of contract, breach of express and implied warranties, and seeking
3 apportionment and contribution as well as equitable indemnification against TKE. TKE filed its
4 answer to the TPC on **February 17, 2017**, and, as Plaintiffs' motion fully admits, TKE has been
5 involved in this matter "since nearly the beginning." (Motion at page 11).

6 Plaintiffs waited until **July 4, 2018 at 12:01 a.m.**¹ to file their Motion to Amend, which
7 failed to include the applicable Nevada case authorities governing the standard for a motion to
8 amend. Furthermore, Plaintiffs' Motion does not factually describe how the claims made against
9 a new defendant are not barred by the running of the statute of limitations. All of Plaintiffs'
10 claims are for personal injuries/wrongful death and are thus governed by the two-year statute of
11 limitations codified in NRS 11.190(4)(e). The statute of limitations has clearly expired and
12 Plaintiffs' Motion does not even inform the court of this fact let alone address long-standing
13 Nevada case law precluding the relief Plaintiffs seek.

14 Defendant TKE therefore opposes Plaintiffs' untimely and frivolous motion, which does
15 not contain the necessary discussion of the governing law or applicable facts, in violation of
16 NRCP 11.²

17 II.

18 STANDARD OF REVIEW AND SUMMARY OF ARGUMENT

19 Plaintiffs' motion argues that leave to amend should be granted under NRCP 15 and
20 *Forman v. Davis*, 371 U.S. 178 (1962). Plaintiffs' motion does not discuss any Nevada case law
21 concerning the status of a Third-Party Defendant or a motion filed after the statute of limitations

22
23 ¹ The deadline to file a motion to amend the pleadings was **July 3, 2018**. Thus, Plaintiffs waited until the
24 expiration of the period to file the instant motion, or even if construed as timely filed, literally the last possible
second before expiration of the time period.

25 ² Plaintiffs' motion takes seven pages to factually describe alleged bad conduct by the Defendants, none of
26 which is actually relevant to the standards for granting a motion to amend. Notably absent from this factual diatribe
27 are any facts outlining why a motion to amend would be properly granted under NRCP 10. Plaintiffs' Motion also
seeks leave to amend to add a prayer for punitive damages against Golden Nugget; however, their existing First
Amended Complaint already contains that prayer. (Exhibit "A" at page 5 of 6.)

1 has expired. Plaintiffs do not address the standard for substituting a new defendant in place of a
2 DOE or ROE fictitious defendant.

3 Plaintiffs' motion is not governed by NRCP 15, as TKE is only a Third-Party Defendant
4 under NRCP 14, and was never joined to Plaintiffs' action prior to the running of the statute of
5 limitations on **May 11, 2017**. See *Frankel v. Back*, 37 F.R.D. 545, 548–49 (E.D. Pa. 1965³)
6 (“Rule 15 applies to those instances where the party seeking amendment has theretofore asserted
7 a claim against another party to the action and is merely amending that pleading to assert a
8 further claim against the same party, enlarge his original claim or to have the pleadings conform
9 to the proofs adduced at the trial of the cause.”) Instead, Plaintiffs' proposed Second Amended
10 Complaint could only be proper under NRCP 10, which requires compliance with the factors
11 outlined in *Nurenberger Hercules–Werke GMBH v. Virostek*, 107 Nev. 873, 881, 882 P.2d 1100
12 (1991).

13 Plaintiffs' motion is without merit and must be denied, as:

- 14 1. The motion is governed by NRCP 10, not NRCP 15;
- 15 2. The statute of limitations has expired;
- 16 3. Plaintiffs' failure to amend prior to the running of the statute of limitations was a
17 legal choice pursuant to *Reid v. Royal Ins. Co.*, 80 Nev. 137, 141, 390 P.2d 45, 47
(1964);
- 18 4. Plaintiffs' pleading did not name specific DOE DEFENDANTS to comply with
19 NRCP 10, but instead utilized them as a catch-all as a precaution in violation of
20 *Nurenberger* and *Cruz v. Durbin*, 2014 WL 5449710, at *3–4 (D. Nev. Oct. 17,
21 2014); and
- 22 5. Plaintiffs did not exercise reasonable diligence in moving to amend.

24 ³Federal cases interpreting the analogous federal rules are strong persuasive authority as to the meaning of
25 Nevada's Rules of Civil Procedure. *Ford v. Branch Banking & Tr. Co.*, 131 Nev. Adv. Op. 53, 353 P.3d 1200, 1202
26 (2015); *Executive Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876 (2002) (“Federal cases
27 interpreting the Federal Rules of Civil Procedure “are strong persuasive authority, because the Nevada Rules of Civil
28 Procedure are based in large part upon their federal counterparts.”).

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III.

LEGAL ARGUMENT

A. **NRCP 15 does not apply to Plaintiffs' motion to amend.**

NRCP 15 applies to those cases where a party is seeking to amend a claim against a previously named direct defendant. See *Frankel v. Back*, 37 F.R.D. 545, 548–49 (E.D. Pa. 1965) (emphasis added):

The plaintiff finally contends that Rule 15(a) permits the amendment of a pleading at any time where justice so requires, citing *Copeland Motor Co. v. General Motors Corp.*, 199 F.2d 566 (5th Cir. 1952). The problem with this argument is that Rule 15 applies to those instances where the party seeking amendment has theretofore asserted a claim against another party to the action and is merely amending that pleading to assert a further claim against the same party, enlarge his original claim or to have the pleadings conform to the proofs adduced at the trial of the cause. In the instant case, plaintiff never filed a claim against the third party defendant so that the requested amendment would amount to an original claim against the third party defendant after the statute of limitations has run and not the amendment of a pleading already filed setting forth a claim against the third party defendant.

On the basis of the foregoing opinion, the plaintiff's motion to amend his complaint to assert a claim against the third party defendant directly should be denied.

TKE is not, and has never been, a direct Defendant, but a Third-Party Defendant under NRCP 14. And, as a Third-Party Defendant under NRCP 14, TKE is entitled to assert the expiration of the statute of limitations as to any direct claim against it by Plaintiffs. See e.g., *Bishop v. Atmos Energy Corp.*, 161 F.R.D. 339, 340–41 (W.D. Ky. 1995); citing Wright & Miller, Federal Practice and Procedure, § 1459, p. 450; 3 Moore's Federal Practice § 14.09; and *Frankel v. Back*, 37 F.R.D. 545, 547–48 (E.D.Pa.1965) (holding that a statute of limitation will bar untimely claims asserted by plaintiffs against third-party defendants). See also *Netherlands Ins. Co. v. MD Plumbing & Heating, LLC*, 2011 WL 832555, at *2 (D. Conn. Mar. 3, 2011):

As this Court has previously had occasion to recognize, it is well established that under Rule 14(a)(3), “any claim existing between plaintiff and the third-party defendant is subject to the applicable statute of limitations; the statute is neither tolled nor waived upon the third-party defendant's entry into the action but continues to run until the plaintiff actually asserts the claim against the third-party defendant, or, if the time period runs before the action is commenced, serves as a bar to the claim at the outset.” 6 Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, Federal Practice and Procedure § 1459, at 526 (3d ed.2010); see *Gouveia v. Sig Simonazzi North America, Inc.*, No. 3:03cv597 (MRK), 2005 WL 293506, at *2 (D.Conn. Jan. 11, 2005) (denying leave to

1 amend complaint to add direct claims against a third-party defendant where the statute of
2 limitations on those claims had run).

3 See also *Fed. Ins. Co. v. Lighthouse Const., Inc.*, 230 F.R.D. 387, 390 (D. Del. 2005):

4 Courts interpreting Rule 14(a) have not permitted the rule to be used to add a claim which
5 is barred by the applicable statute of limitations. See e.g. *Dysart v. Marriott Corp.*, 103
6 F.R.D. 15, 18 (E.D.Pa.1984) (permitting plaintiff to file a claim against third-party
7 defendant under Rule 14(a) "at any time before the statute of limitations has run");
8 *Carroll v. USA*, 149 F.R.D. 524, 527 (W.D.La.1993) (holding that Rule 14(a) "does not
9 envision the revival of an action barred by the statute of limitations"). In this case,
10 Federal's claim arose from the partial roof collapse on February 17, 2003. The applicable
11 statute of limitations for this action is two years as provided in 10 Del. C. § 8107.
12 However, Federal did not file its Motion For Leave To File Rule 14(a) Claim Against
13 East Coast until March 8, 2005, shortly after the expiration of the two-year limitations
14 period. Federal has not made any argument that the statute of limitations should be tolled,
15 and therefore, the Court concludes that Federal's claim against East Coast is barred by the
16 statute of limitations.

17 As **admitted** by Plaintiffs in the motion, they were long aware of TKE, as TKE was
18 involved in this action **prior** to the running of the statute of limitations. TKE answered the TPC
19 on February 17, 2017 and the statute of limitations expired on **May 11, 2017**. Thus, Plaintiffs
20 had an abundance of time within which to file a direct action against TKE, but decided not to do
21 so. A plaintiff does not have to accept a third-party defendant into its case if it does not wish to
22 do so. This decision by the Brown Plaintiffs was not a mistake, but a deliberate choice. See *Reid*
23 *v. Royal Ins. Co.*, 80 Nev. 137, 141, 390 P.2d 45, 47 (1964):

24 However, if a new party is impleaded, it is optional with the plaintiff whether he will
25 accept the third-party defendant as a defendant in his (the plaintiff's) case. The rule is
26 clear in this respect. It states: 'The plaintiff may assert any claim against the third-party
27 defendant arising out of the transaction or occurrence that is the subject matter of the
28 plaintiff's claim against the third-party plaintiff.'

Because of these clearly defined principles, it is apparent, in the case before us, that the
judgment for the plaintiffs against the third-party defendant (subcontractor) cannot stand.
The plaintiffs never sought to impose a liability upon the subcontractor. Even after the
subcontractor was impleaded by the named defendant (contractor) the plaintiffs did not
choose to amend their complaint to accept the subcontractor as an additional defendant in
their case. We can only conclude that they were satisfied with the validity of their case
against the general contractor and were willing to win or lose on that claim for relief.

TKE could not have known whether Plaintiffs would also seek to hold it liable after the
filing of the Third-Party Complaint, but TKE was clearly allowed to rely upon the absence of
such allegations after the statute of limitations ran on **May 11, 2017**, more than a year prior to

1 Plaintiffs' Motion to Amend. See *Curry v. Johns-Manville Corp.*, 93 F.R.D. 623, 626–27 (E.D.
2 Pa. 1982) (emphasis added):

3 Moreover, the more reasonable inference to draw from the circumstances of this case is
4 that third-party defendants had no reason to know, prior to the filing of plaintiffs' motion
5 for leave to amend, that plaintiffs wished to assert direct claims against them. Plaintiffs
6 presumably made some determination prior to filing their complaint of who most likely
7 sold the products to which Mr. Curry was exposed. Tactical considerations may have
8 entered into plaintiffs' decision to sue only the original defendants, instead of launching a
9 broader attack on the asbestos industry. Pacor's decision to bring additional parties into
10 the suit may also have been based in part on tactical considerations. To the extent Pacor's
11 joinder of additional asbestos sellers was based on better information than that hitherto
12 available to plaintiffs, plaintiffs certainly knew the identities of these additional
13 companies by June of 1981. At that point, plaintiffs had four months within which to
14 move for leave to amend before October 17, 1981, when their cause of action would
15 arguably become barred according to the allegations of their own complaint. However,
16 plaintiffs made no attempt to assert direct claims against the third parties until November.
17 Under these circumstances, third-party defendants may have inferred quite reasonably
18 that plaintiffs' failure to take prompt action to assert direct claims against them was a
19 matter of deliberate tactical choice, not error.

20 Plaintiffs knew, almost from the beginning of this litigation as admitted in their own
21 Motion, that TKE was a potential party. Plaintiffs chose not to sue TKE before the statute ran,
22 even knowing that TKE was made a Third-Party Defendant. Plaintiffs must live with the
23 deliberate choice that they made. See *Netherlands Ins. Co. v. MD Plumbing & Heating, LLC*,
24 2011 WL 832555, at *3 (D. Conn. Mar. 3, 2011):

25 While Netherlands Insurance is surely correct that Allied Sprinkler and Central
26 Connecticut Fire both had notice such that they would not be prejudiced in defending
27 claims brought directly by Netherlands Insurance, see Fed.R.Civ.P. 15(c)(1)(C)(i), the
28 Court concludes that Netherlands Insurance has not—and indeed cannot—make the
required showing under Rule 15(c)(1)(C)(ii). Just like the plaintiff in *Gouveia*,
Netherlands Insurance knew the identity of Allied Sprinkler and Central Connecticut Fire
long before the statute of limitations ran on the claims it now seeks to bring against those
third-party defendants. See 2005 WL 293506, at *4.

Under that circumstance—that is, where a plaintiff knows the identity of the third-party
defendant before the statute of limitations runs, but waits until after the statute of
limitations has run to bring direct claims against the third-party defendant—the plaintiff's
failure to name to proper defendant results from the plaintiff's own choice, and not from
“a mistake concerning the proper party's identity.” Fed.R.Civ.P. 15(c)(1)(C)(ii); see
Gouveia, 2005 WL 293506, at *4 (citing, among others, *Rendell-Speranza v. Nassim*,
107 F.3d 913, 918–19 (D.C.Cir.1997); *Lundy v. Adamar of New Jersey, Inc.*, 34 F.3d
1173, 1183 (3d Cir.1994); *Cornwell v. Robinson*, 23 F.3d 694, 705 (2d Cir.1994)).
Netherlands Insurance had ample time to assert timely direct claims, but it chose not to do

1 so. See Gouveia, 2005 WL 293506, at *4.

2 For those reasons, Netherlands Insurance Co.'s Motion for Leave to File Claims Against
3 Third-Party Defendants [doc. # 56] is DENIED.

4 Moreover, leave to amend under NRCP 15 would not be proper, as Plaintiffs were clearly
5 untimely in seeking leave to amend. Even if the Motion is considered timely filed on July 4,
6 2018, Plaintiffs waited for more than a year after TKE was added as a Third-Party Defendant to
7 make the Motion. Plaintiffs unduly delayed seeking amendment under NRCP 15 and cannot
8 claim reasonable diligence. To determine reasonable diligence, courts consider three factors.
9 *Sparks v. Alpha Tau Omega Fraternity, Inc.*, 127 Nev. 287, 295, 255 P.3d 238, 243 (2011):

- 10 1. whether the party unreasonably delayed amending the pleadings to reflect the true
11 identity of a defendant once it became known,
- 12 2. whether the plaintiff utilized “ ‘judicial mechanisms such as discovery’ ” to
13 inquire into a defendant's true identity, and
- 14 3. Whether a defendant concealed its identity or otherwise obstructed the plaintiff's
15 investigation as to its identity.

16 Defendant TKE never concealed its identity or otherwise obstructed Plaintiffs'
17 investigation of this incident. By Plaintiffs' own admission, they chose not to seek leave to
18 amend until now, despite their knowledge of TKE. Plaintiffs waited more than a year to seek
19 court approval for the second amendment of the Complaint. Thus, Plaintiffs cannot show
20 reasonable diligence, because they failed to promptly move to amend.

21 **B. Plaintiffs' Complaint fails to comply with *Nurenberger*.**

22 In actuality, amendment of the complaint to add TKE as a direct Defendant must be
23 determined under NRCP 10, and such a decision is controlled by *Nurenberger Hercules-Werke*
24 *GMBH v. Virostek*, 107 Nev. 873, 881, 882 P.2d 1100 (1991). This decision which has been
25 good law in the State of Nevada for **27 years**, created a three-part test for whether an amended
26 pleading, which adds a new party, relates back to an original pleading. The Supreme Court of
27 Nevada therein held that the amended pleading will relate back only if the plaintiff (1) originally
28 plead “fictitious or doe defendants in the caption of the complaint,” (2) originally plead “the

1 basis for naming defendants by other than their true identity, and clearly specifying the
2 connection between the intended defendants and the conduct, activity, or omission upon which
3 the cause of action is based” and (3) exercised “reasonable diligence in ascertaining the true
4 identity of the intended defendants and promptly moving to amend the complaint in order to
5 substitute the actual for the fictional.” *Id.*

6 While Plaintiffs’ initial Complaint contained DOE/ROE Defendants, the complaint did
7 **not** plead the basis for naming such defendants by other than their true identity, nor did the
8 complaint clearly specify the connection between the intended defendants and the conduct,
9 activity, or omission. The DOE paragraph at issue in *Nurenberger* stated:

10 Fictitious Defendants DOES I-V, XYZ Partnerships I-V and ABC Corporations I-V are
11 those parties whose identities currently are unknown to Plaintiff but who may have
12 caused or contributed to the conduct and or omissions complained of by Plaintiff herein.
When the true names of those fictitious Defendants are discovered, they will be
substituted into this Complaint accordingly.

13 Very similarly, Plaintiffs’ DOE paragraph in the instant case states (emphasis added):

14 The true names and capacities of Defendants DOE Individuals 1 through 100, are
15 presently unknown to Plaintiffs, who therefore sues said Defendants by such fictitious
16 names. **Plaintiff is informed and believes, and thereupon alleges that each
Defendant designated as DOE Individuals 1 through 100 are legally responsible for
the events referred to herein. The First Amended Complaint will be amended to
include them when their true names and capacities become known.**

17 (Exhibit “A” at paragraph 6.)

18 Plaintiffs’ vague DOE/ROE allegations do not indicate the basis for naming defendants
19 by other than their true identity, and do not at all specify **any** connection between the intended
20 defendants and the conduct or activity upon which the cause of action is based. Thus, Plaintiffs’
21 originally plead DOE/ROE paragraph is insufficient to allow relation back of the amendment
22 under NRCP 10. See *Cruz v. Durbin*, 2014 WL 5449710, at *3–4 (D. Nev. Oct. 17, 2014):

23 Neither prong is satisfied. Regarding the second prong, Cruz’s original complaint named
24 Roe Defendants that “are responsible in some manner” for the accident. (Compl. (# 1–3)
25 at ¶ 5). This generalized allegation is what *Nurenberger* precludes: precautionary
26 placeholders. To satisfy *Nurenberger*’s second prong, the original pleading must allege
27 facts that point to an intended-but-presently-unidentified defendant. *Nurenberger* states
that the original pleading must show who the “intended,” “target[ed],” or
“contemplate[d]” defendant is, “notwithstanding the uncertainty of their true identit[y]”.
Nurenberger, 107 Nev. at 880–81 (citations omitted).

1 Additionally, Plaintiffs' First Amended Complaint only asserts actual allegations against
2 Defendants GNL and Landrys. There are no other specific allegations against any other
3 Defendant, not even a DOE or ROE Defendant. Nevada case law clearly provides that DOE
4 defendants are not allowed to be utilized simply as a precautionary measure to avoid the statute
5 of limitations. *Nurenberger Hercules-Werke GMBH v. Virostek*, 107 Nev. 873, 881, 822 P.2d
6 1100, 1105-06 (1991):

7 First, and most obvious, the rule we now provide is applicable only where a plaintiff has
8 utilized the pleading latitude afforded by Rule 10(a). Second, it should be clear that
9 fictitious defendants may not be properly included in a complaint merely as a
10 precautionary measure in the event theories of liability other than those set forth in the
11 complaint are later sought to be added by amendment. In other words, there must be a
12 clear correlation between the fictitious defendants and the pleaded factual basis for
13 liability. This element of the rule supplies the basis for recognizing the intended
14 defendants who, in legal contemplation, are parties to the cause of action.

15 In Plaintiffs' First Amended Complaint allegations are only made against GNL and
16 Landrys, not TKE nor even a DOE. Pursuant to *Nurenberger* and *Cruz*, such allegations are
17 what these cases specifically prohibit, including DOE Defendants in a complaint listed merely as
18 a precautionary measure. Plaintiffs' First Amended Complaint did not identify any DOE
19 defendant as a potential defendant, with the intention to conduct discovery, and then substitute
20 the true name for a DOE defendant as required by *Nurenberger Hercules-Werke GMBH v.*
21 *Virostek*, 107 Nev. 873, 881, 822 P.2d 1100, 1105-06 (1991):

22 Third, and last, Rule 10(a) was not intended to reward indolence or lack of diligence by
23 giving plaintiffs an automatic method of circumventing statutes of limitations. Plaintiffs
24 utilizing the pleading latitude provided by Rule 10(a) must exercise reasonable diligence
25 in pursuing discovery and other means of ascertaining the true identity of the intended
26 defendants, and then promptly move to amend their complaints pursuant to Rule 10(a).

27 Plaintiffs never intended to utilize NRCP 10 as a method to substitute TKE for a DOE
28 Defendant. Plaintiffs did not intend to exercise reasonable diligence in conducting discovery of
the escalator maintenance company's name because they already knew TKE was involved, yet
they did not sue TKE in the Complaint before or even after TKE became a Third-Party
Defendant, nor before the statute of limitations ran. Plaintiffs did not fail to name TKE because

1 they lacked information to discover TKE's identity. They already knew it. This knowledge and
2 intent precludes amendment under NRCP 10(a). See *Ocasio v. Perez*, 2017 WL 1097190, at *6
3 (D. Nev. Mar. 22, 2017), appeal dismissed sub nom. *Ocasio v. Gruner*, 17-15741, 2017 WL
4 3124200 (9th Cir. June 15, 2017):

5 Rule 10(a) cannot avail Plaintiff here, however, because this is not a case where "despite
6 reasonable diligence, the true identity of culpable parties is uncertain or unknown to
7 plaintiff." *Nurenberger*, 822 P.2d at 1103. Indeed, Plaintiff admits that his original
8 Complaint failed to name Tanner not because he lacked information to discover Tanner's
9 identity, but because "Plaintiff did not have his notes with him at the time he drafted the
10 complaint and was writing it off the top of his head." (Resp. 14:19-21).

11 Consequently, Plaintiff cannot invoke Rule 10(a) to avoid the statute of limitations as to
12 Tanner, and the Court therefore DISMISSES Plaintiff's claims against Tanner with
13 prejudice.

14 The allegations in Plaintiffs' Complaint, and the admission in the Motion as to Plaintiffs'
15 knowledge are clearly opposed to any intention to properly plead and discover the true name of
16 an unknown escalator maintenance company as a proper DOE Defendant. All of the actual
17 evidence shows that Plaintiffs included DOE Defendants in the complaint as a mere precaution
18 or as part of a cut and paste form, which is clearly insufficient under *Nurenberger*.

19 Finally, under NRCP 10(a), Plaintiffs must be proactive. Plaintiffs cannot wait for
20 unknown defendants to be made known, but they must proactively seek to identify such
21 defendants if they want the protections of NRCP 10(a). *Sparks v. Alpha Tau Omega Fraternity,*
22 *Inc.*, 127 Nev. 287, 294, 255 P.3d 238, 243 (2011):

23 In *Nurenberger*, we recognized that plaintiffs must proactively seek to identify unknown
24 defendants in order for an amendment made pursuant to NRCP 10(a) to relate back to the
25 filing date of the original complaint, and we therefore included a reasonable diligence
26 requirement as the third factor. 107 Nev. at 881, 822 P.2d at 1105. The reasonable
27 diligence requirement is intended to guard against the abuse of Doe and Roe defendants
28 as placeholders during the commencement of litigation and "was not intended to reward
indolence or lack of diligence by giving plaintiffs an automatic method of circumventing
statutes of limitations." *Id.*

V

CONCLUSION

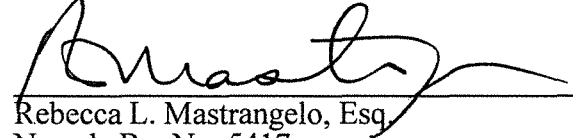
These are the facts and they are undisputed: Plaintiffs failed to sue Thyssenkrupp

1 Elevator Corporation prior to the running of the statute of limitations; Plaintiffs were aware of
2 TKE's identity long before the statute ran but they chose not to move to amend prior to the
3 statute running; Plaintiffs' original Complaint failed to comply with the mandates of NRCP 10
4 nor our high court's ruling in *Nurenberger, supra*; Plaintiffs' conduct after filing the Complaint
5 and First Amended Complaint failed to comply with *Nurenberger, supra*. Under well
6 established law in the state of Nevada, Plaintiffs are not entitled to amend their Complaint at this
7 late date to add a cause of action against Thyssenkrupp Elevator Corporation.

8 Based upon the foregoing, Plaintiffs' Motion for Leave to Amend to file Second
9 Amended Complaint must be denied.

10 DATED this 19th day of July, 2018.

11 ROGERS, MASTRANGELO, CARVALHO &
12 MITCHELL

13 

14 Rebecca L. Mastrangelo, Esq.
15 Nevada Bar No. 5417
16 700 S. Third Street
17 Las Vegas, Nevada 89101
18 Attorney for Third-Party Defendant
19 THYSSENKRUPP ELEVATOR CORPORATION
20
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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 July, 2018, a true and correct copy of the foregoing **THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S OPPOSITION TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT** was served via electronic means with the Eighth Judicial District Court, addressed as follows, upon the following counsel of record:

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

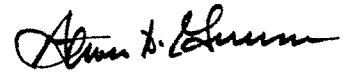
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An employee of ROGERS, MASTRANGELO,
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EXHIBIT A

JNB00529


CLERK OF THE COURT

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

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

FIRST AMENDED COMPLAINT

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

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

FIRST AMENDED COMPLAINT

1 of 6

JNB00530

1 I. THE PARTIES

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

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

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

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

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

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

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

1 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
28

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

4 IV. VENUE

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

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

10 V. CAUSES OF ACTION

11 **First Cause of Action - Negligence**

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

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

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

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

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

28 FIRST AMENDED COMPLAINT

4 of 6

JNB00533

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.

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.

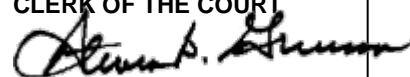
Chiu & Associates

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

**OPPS**

LEE J. GRANT II, ESQ.
Nevada Bar No. 11808
Alexandra.M^cLeod@aig.com
Nevada Bar No. 8185
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Tel.: (702) 940-3529
Fax: (855) 429-3413
Alexandra.M^cLeod@aig.com

Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC.

DISTRICT COURT**CLARK COUNTY, NEVADA**

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

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

vs.

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.,
LANDRY'S, INC. & GOLDEN
NUGGET, INC., OPPOSITION TO
PLAINTIFFS' MOTION FOR LEAVE
TO FILE SECOND AMENDED
COMPLAINT**

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

Date of Hearing: Aug 7, 2018

Time of Hearing: 9:00 a.m.

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

Third-Party Defendants

COME NOW Defendants, GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET,
INC. (collectively "Defendants" and/or "GNL"), by and through their counsel of record,
ALEXANDRA B. M^cLEOD, ESQ., of the law firm of GRANT & ASSOCIATES, and hereby

1 submit the instant Opposition to Plaintiffs' Motion for Leave to File Second Amended
2 Complaint in the above-entitled action, pursuant to Nevada Rule of Civil Procedure 15.

3 This Opposition is made and based upon all of the papers and pleadings on file herein,
4 the Points and Authorities hereinafter to follow, and such oral argument and testimony as this
5 Honorable Court may entertain at a hearing of the subject Motion, if so desired.

6 DATED this 23rd day of July, 2018.

7 GRANT & ASSOCIATES

8 

9 ALEXANDRA B. MCLEOD, ESQ.

10 Nevada Bar No. 8185

11 7455 Arroyo Crossing Parkway, Suite 300

12 Las Vegas, Nevada 89113

13 *Attorney for Defendants/Third-Party Plaintiffs,*
14 *GNL, CORP., LANDRY'S, INC. & GOLDEN*
15 *NUGGET, INC.*

16 **POINTS & AUTHORITIES**

17 **I. INTRODUCTION & STATEMENT OF RELEVANT FACTS**

18 Plaintiff Joe Brown alleges a broken neck resulting from a fall on the down escalator at
19 the Golden Nugget Hotel & Casino in Laughlin, Nevada on May 12, 2015 at 7:28 pm. *See*
20 **EXHIBIT A.** Plaintiff's Complaint alleges the escalator was too loose, unstable, and narrow. To
21 the contrary, State Inspector Steve Robertson determined that the incident occurred when
22 Plaintiff stepped in between steps and lost his balance when the steps began to descend. Brown
23 was using a cane as a walking aid at the time of his fall and admittedly had been drinking
24 alcohol. He was transported from the casino to a hospital in Arizona and later flown to Sunrise
25 Hospital in Las Vegas, where it was confirmed that he sustained an inoperable, acute fracture of
26 the C1 anterior and posterior arch. Meanwhile, Plaintiff Nettie Brown's claims are limited to
27 loss of consortium.

28 In regard to the repair and maintenance history of the subject down escalator at the
Golden Nugget Laughlin, Plaintiffs' understanding and recitation of facts is inaccurate,
argumentative, and libelous. In fact, the escalator steps were replaced in 2012 and the down

1 escalator received all new steps (salvaged steps were used on the neighboring up escalator). *See*
2 **EXHIBIT B**. In the interim before Plaintiff Brown's accident, preventative maintenance and
3 annual inspections were completed. Specifically, annual inspections were completed on or about
4 February 13, 2015, just three months before the subject accident. *See* **EXHIBIT C**. The only
5 violations noted were for hoist cables in one of the elevators; there was nothing out of order
6 with the subject down escalator. *Id.* Furthermore, the day following Brown's accident, State
7 Inspector Steve Robertson arrived on site to inspect the equipment, noted no violations,
8 determined the accident to have been caused by user error rather than equipment failure, and
9 placed the down escalator back in service. *See* **EXHIBIT D**. An issue with replacement steps also
10 cracking was identified later in 2015, *after* Plaintiff's accident, and subsequently cured with 40
11 additional replacement steps. *See* **EXHIBIT E**. Plaintiffs' incorrect statements are nothing more
12 than an attempt to inflame the Court and to distract from the tardiness and substantive
13 inadequacies of their motion to amend.

14 With that background information in mind, we turn to the Plaintiffs' present request to
15 file a Second Amended Complaint. Plaintiffs' Complaint was filed on July 12, 2016, pleading
16 only negligence and loss of consortium. That Complaint has already been amended once, on
17 September 21, 2016, to add the proper entity GNL, Corp., but making no changes to the causes
18 of action. Now, Plaintiffs seek leave to further amend their pleading, this time to add a direct
19 cause against Third-party Defendant Thyssenkrupp and to add a prayer for punitive damages
20 even though their causes of action remain negligence only and are insufficient to support an
21 award of punitive damages.

22 **II. BECAUSE PLAINTIFFS' MOTION IS UNTIMELY, LEAVE TO AMEND**
23 **SHOULD BE DENIED**

24 Pursuant to the Third Stipulation and Order to Extend Discovery in this case, filed
25 March 15, 2018, Plaintiffs had only until July 3, 2018 to move to amend the pleadings. *See*
26 **EXHIBIT F**. Yet they waited until July 4, 2018 to do so; because of the holiday their motion was
27 effectively filed the next business day on July 5, 2018. The movant's "undue delay" in seeking
28 to amend the complaint is specifically cited by the Nevada Supreme Court as cause to deny the

1 leave requested, *Stephens v. Southern Nev. Music Co.*, 89 Nev. 104, 105-6, 507 P.2d 138, 139
2 (1973) (citing *Forman v. Davis*, 371 U.S. 178, 83 S.Ct. 227 (1962)). Here, Plaintiffs have
3 known the identity, proper name, and connection to this case of Thyssenkrupp for over 18
4 months (Third-Party Complaint naming Thyssenkrupp filed January 23, 2017). Plaintiffs' delay
5 in seeking leave to amend is prejudicial especially as they seek to use NRCP 15 as a vehicle to
6 usurp the statute of limitations. Moreover, Plaintiffs seek not only to add a party to their existing
7 cause of action for negligence, but also to amend their Complaint to include punitive damages
8 as well.

9 Plaintiffs' errors here are two-fold; at this late date, they can no longer add a new party
10 to their action, regardless of its involvement in a Third-Party Claim, nor may they assert
11 additional bases for relief. "While an amendment may be made to correct a mistake in the name
12 of party, a new party may not be brought into an action once the statute of limitations has run
13 because such an amendment amounts to a new and independent cause of action." *Servatius v.*
14 *United Resort Hotels*, 85 Nev. 371, 372-373, 455 P.2d 621, 622 (1969) (modified by
15 *Nurenberger, supra* only as to its application to cases governed by NRCP 10[a]). On balance,
16 allowing Plaintiffs to amend their Complaint is not required by justice.

17 **III. IF PLAINTIFFS' PROPOSED AMENDMENT IS FUTILE, LEAVE TO AMEND**
18 **SHOULD BE DENIED**

19 NRCP 15(a) provides that leave to amend a complaint shall be "freely given when justice so
20 requires." Nevertheless, the court may deny a motion to amend in a proper case; if the intent were
21 otherwise, leave of the court would not be required. *See, e.g., Stephens, supra*, 89 Nev. at 105, 507
22 P.2d at 139. It is important to note that the statute mandates the grant of leave to amend only when
23 justice so requires, not merely if justice allows. Furthermore, leave to amend should not be granted
24 if the proposed amendment would be futile. *See Halcrow, Inc. v. Eighth Judicial Dist. Court of the*
25 *State*, 302 P.3d 1148, 129 Nev. Adv. Rep. 42 (2013); *Allum v. Valley Bank of Nev.*, 109 Nev. 280,
26 287, 849 P.2d 297, 302 (1993). **A proposed amendment may be deemed futile if the plaintiff**
27 **seeks to amend the complaint in order to plead an impermissible claim** or any other claim that
28

would otherwise be subject to dismissal. *See Soebbing v. Carpet Barn, Inc.*, 109 Nev. 78, 84, 847 P.2d 731, 736 (1993) (emphasis added).

IV. BECAUSE TORT LIABILITY ALONE IS INSUFFICIENT TO SUPPORT AN AWARD OF PUNITIVE DAMAGES, THE PUNITIVE DAMAGES CLAIMS PLAINTIFFS PROPOSE WOULD BE FUTILE

Nevada law has long recognized that “a plaintiff is never entitled to punitive damages as a matter of right.” *Dillard Dept. Stores, Inc. v. Beckwith*, 115 Nev. 372, 380, 989 P.2d 882, 887 (1999) (quoting *Ramada Inns v. Sharp*, 101 Nev. 824, 826, 711 P.2d 1, 2 (1985)). Tort liability alone is insufficient to support an award of punitive damages. *Wichinsky v. Mosa*, 109 Nev. 84, 89, 847 P.2d 727 (1993).

Plaintiffs’ only causes of action in the (Proposed) Second Amended Complaint are for general negligence and loss of consortium. Such negligence based claims, under Nevada law, are insufficient to support an award of punitive damages. Simply put, even if Plaintiffs could prove their claims for negligence or their contentions of malice or conscious disregard, they still would not be entitled to recover punitive damages because the punitive damages statutes in Nevada require conduct *exceeding* recklessness or gross negligence. *Wyeth v. Rowatt*, 244 P.3d 765, 126 Nev. Adv. Rep. 44 (2010); *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 743, 192 P.3d 243, 255 (2008). Because they cannot meet the bar of Nevada’s requirement to establish punitive damages, they instead direct this Honorable Court to federal standards and the alleged “reprehensibility of the defendant’s conduct” (Motion at 10:3-6). But established decisions of the Nevada Supreme Court cannot be supplanted by those of another court.

Plaintiff’s (Proposed) Second Amended Complaint attempts to impute punitive damages on GNL and all Defendants by alleging a delay in repairing the subject escalator, an allegation which has been disproven by the discovery in this case. Despite testimony and documentary evidence of the replacement of all steps on the subject down escalator, Plaintiffs’ continue to contend that, “The Nugget Defendants’ actions and inaction are the embodiment of conscious disregard...” (Motion at 12:17-18). Even so, the Nevada Supreme Court has made it clear that “conscious disregard” in the punitive damages statute, NRS 42.005, requires a “**culpable state of mind that must exceed mere recklessness or gross negligence.**” *Countrywide*, 124 Nev. at

1 725; *First Nat. Bank of Ely v. Progressive Cas. Ins. Co.*, 2012 WL 5944847 (D. Nev. Nov. 27,
2 2012) (emphasis added). Plaintiffs have set forth absolutely no facts which illustrate that any
3 employee of GNL acted with a conscious disregard for the rights or safety of others, and have
4 not pled any allegations of culpability in excess of recklessness or gross negligence in the case
5 at bar.

6 It is Plaintiffs' burden to establish that Defendants acted **intentionally, willfully, and**
7 **deliberately knowing that such conduct would be harmful to Plaintiffs specifically.** Plaintiff
8 asserts that GNL allowed a "risk to unsuspecting patrons" who would ride the escalator.
9 (Motion at 12:17-21) Yet, Plaintiffs' Motion is silent to allegations or evidence that GNL
10 intended to harm this Plaintiff, Mr. Joe Brown – and the Proposed Second Amended Complaint
11 fails to allege any such facts. As used in the Nevada statute, "[m]alice, express or implied,
12 means conduct which is *intended to injure* a person or despicable conduct which is engaged in
13 with a conscious disregard of the rights or safety of others." NRS 42.001(3). Nevada courts
14 have made clear "[t]he term malice as used in the statute means *malice in fact* and denotes *ill-*
15 *will*, or a *desire to do harm* for the mere satisfaction of doing it." *Warmbrodt v. Blanchard*, 692
16 P.2d 1282, 1286 (Nev. 1984) (emphases added).

17 Even if Plaintiffs' allegations in the (Proposed) Second Amend Complaint were true and
18 Defendants were found negligent, this finding would still not support an evidentiary basis for
19 concluding that GNL acted with malice. Plaintiff cannot establish fraud or express malice, as
20 Defendant's alleged failure to repair the escalator steps, does not give rise to any reasonable
21 inference that Defendant *intentionally* sought to injure Joe Brown. In fact, Plaintiff's (Proposed)
22 Second Amended Complaint only alleges "a conscious disregard of the safety of the riding
23 public" (*see* ¶19). While GNL vehemently denies this allegation, assuming *arguendo* that it
24 were true, it is still insufficient to establish specific intent. Therefore, Plaintiffs cannot establish
25 the requisite intent by GNL or its employees to support punitive damages and any such
26 amendment to their pleadings would be futile.

27 ...

28 ...

1 **V. CONCLUSION**

2 WHEREFORE, Plaintiffs' Motion for Leave to Amend is untimely and their (Proposed)
3 Second Amended Complaint fails to state any legal basis sufficient to support to punitive
4 damages. There is no evidence in this matter that GNL formed intent, let alone a specific intent,
5 to harm Plaintiff Joe Brown and a claim for punitive damages would immediately become
6 subject to dismissal. Therefore, Plaintiff's leave to add a claim for punitive damages is futile
7 and should be denied.

8 RESPECTFULLY SUBMITTED this 23rd day of July, 2018.

9 GRANT & ASSOCIATES

10 

11 ALEXANDRA B. MCLEOD, ESQ.

12 Nevada Bar No. 8185

13 7455 Arroyo Crossing Parkway, Suite 300

14 Las Vegas, Nevada 89113

15 *Attorney for Defendants/Third-Party Plaintiffs,*
16 *GNL, CORP., LANDRY'S, INC. & GOLDEN*
17 *NUGGET, INC.*

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 23rd day of July, 2018 I caused a true and correct copy of the foregoing **DEFENDANTS', GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC., OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT** 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 EDCR 7.26, to be sent via facsimile; and/or
- X Pursuant to EDCR 7.26, 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/ Denisse Girard-Rubio

An Employee of GRANT & ASSOCIATES

EXHIBIT “A”

JNB00544

Case # :

2015-00200

Golden Nugget Hotel & Casino
LAUGHLIN

Case Report

Reported By: RYAN KNUPP

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

List of supplemental reports

Follow Up 2015-00200_1

List of contacts in this report

, UNKNOWN

INJURED PERSON

Contact # 1 (INJURED PERSON)

Full Name

UNKNOWN

Drivers License

Drivers License State

Email Address

UNKNOWN

Age

Date of Birth

Gender

Race

M

BLACK

Height

Weight

Hair Color

Eye Color

5'10"

175

BLACK

BLACK

Approx. Age

Demeanor

Build

Clothing

60+

MEDIUM

T-SHIRT AND BLUE JEANS

Notes

UNABLE TO GET HIS INFORMATION AT THE TIME.

Addresses

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

Case # :

2015-00200

Address :

UNKNOWN

City

State

Zip

Country

Address Type

UNKNOWN

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

EXHIBIT “B”

JNB00547

Payment Overview (LDHY Golden Nugget (All) AP - Entry)

Operating Unit	Gaming and Casinos	Payee	
Number	80369	Paid To Name	THYSSENKRUPP ELEVATOR
Currency	USD	Taxpayer ID	62-1211267
Amount	31,017.00	Supplier Number	10787
Date	10/24/2012	Site	ATL-PO BOX 90
Payment Process Request	WN GNL 102412	Address	PO BOX 933004 ATLANTA, GA 91193-3004 United States
Voucher		Bank	
Status	Reconciled	Name	BANK OF AMERICA
Cleared Amount	31,017.00	Account	Laughlin - AP
Cleared Date	11/06/2012	Payment Document	
Void Date		Payment Method	Check
Maturity Date		Payment Process Profile	
Acknowledged Status			

Invoices

Number	Amount Paid	GL Date	Description
Q22814DP	31,017.00	10/24/2012	

Invoice Overview Bank Supplier Payments

JNB00548

GNL 002040

Payment Overview (LDNY Golden Nugget (All) AP - Entry)			
Operating Unit		Gaming and Casinos	
Number	81809		
Currency	USD		
Amount	31,197.00		
Date	02/01/2013		
Payment Process Request	WN GNL 20113		
Voucher			
Status	Reconciled		
Cleared Amount	31,197.00		
Cleared Date	02/11/2013		
Void Date			
Maturity Date			
Acknowledged Status			
Invoices		Payee	
Number	Amount Paid	GL Date	Description
6000020161	31,197.00	02/01/2013	
Bank		Supplier	
Name	BANK OF AMERICA		
Account	Laughlin - AP		
Payment Document			
Payment Method	Check		
Payment Process Profile			
Paid To Name		THYSSENKRUPP ELEVATOR	
Taxpayer ID		62-1211267	
Supplier Number	10787	Site	ATL-PO BOX 90
Address	PO BOX 933004 ATLANTA, GA 91193-3004 United States		

Invoice Overview
Bank
Supplier
Payments

JNB00549

GNL 002041

EXHIBIT “C”

JNB00550

ELEVATOR AND ESCALATOR
RESULTS OF INSPECTION

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

2/13/15
1748
C3250

2/11/15 - 2/13/15
2360 S. CASINO DR
LAUGHLIN, NV. 89029

OWNER OR OWNERS AGENT: GOLDEN NUGGET HOTEL & CASINO

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

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

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

Total Item count this page 1

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

Total Item count this page 1

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

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

5. I accept the above violation(s)
Explained to and copy received by:

6. Inspector's name and signature:

W. Schaefer W. Schaefer

JNB00551
ENL 000360

EXHIBIT “D”

JNB00552



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS

MECHANICAL COMPLIANCE SECTION

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

Elevator Accident Report

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

Revised 12/5/2014

JNB00553

GNL 000029

EXHIBIT “E”

JNB00554

EXHIBIT “E”

JNB00555

www.urban-hub.com

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

Good Afternoon Don,

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

www.thyssenkruppelevator.com

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[Subscribe to our e-newsletter](#)

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ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

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

Scope of Work:

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

Repairs Summary:

DOWN
ESCALATOR

ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

Safety Matter

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

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

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

ThyssenKrupp Elevator Americas



Purchaser agrees to pay the sum of: Six Thousand Nine Hundred Seventy Dollars (\$6,970.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

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

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

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

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

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

ThyssenKrupp Elevator Americas



ThyssenKrupp

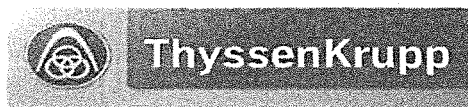
In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc.,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

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

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

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

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



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

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

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

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

ThyssenKrupp Elevator Americas



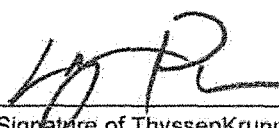

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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

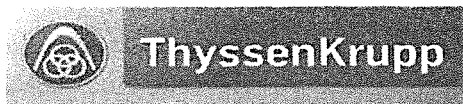
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

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

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

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

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

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

Total Contract Price

\$6,970.00

Current Amount Due

\$3,485.00

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

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

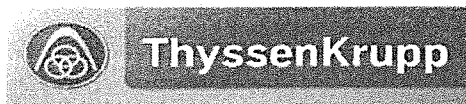
Payment Reference ID:	ACIA-ZQU21Z
Quote #:	2015-2-117110
Customer Number:	
Remittance Amount:	3485

Customer Name: Golden Nugget

Site Location: GOLDEN NUGGET HOTEL

JNB00563

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date: June 16, 2015

Purchaser Golden Nugget

Building Name: GOLDEN NUGGET HOTEL

Contact Name: DON HARTMANN

Address: 2300 S CASINO DR

Title: DIRECTOR OF FACILITIES

City/ST/ZIP: LAUGHLIN, NV 89029-1520

Address:

Contract #:

City/ST/ZIP:

Phone: +1 702 2987160

Scope of Work:

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

Repairs Summary:

DOWN
ESCALATOR

ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

*****Safety Matter*****

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

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

ThyssenKrupp Elevator Americas



ThyssenKrupp

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



Terms and Conditions:

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

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

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

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

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



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

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

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

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

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



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

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

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

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

ThyssenKrupp Elevator Americas



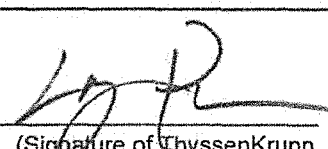

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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

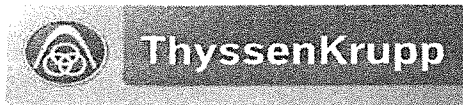
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

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

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

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

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

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

Total Contract Price

\$49,880.00

Current Amount Due

\$24,940.00

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

Please detach the below section and provide along with payment.

Remit To:

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

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

Customer Name: Golden Nugget

Site Location: GOLDEN NUGGET HOTEL

JNB00570

INVOICE

Page: 1 of 1 KONE Spares



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

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

Account
0872.00.00.070.000.00
8/25/2015
10/21/11
E. K. K. K. K.

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

Please return this portion with your payment

PAYMENT ADVICE

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

Payer: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Invoice number: 115701 Invoice Date: 07/14/2015 Customer Number: 12649754 KONE Order No: 340496802 Area Office No: YF2 Billing Type: YF2	
Remit to: KONE Spares 4156 P O BOX 894156 LOS ANGELES, CA 90189-4156		Amount paid if different than invoice amount: \$ INVOICE AMOUNT: USD \$ 18,668.89	

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

115701720600018668897

JNB00571
GNL 002033

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

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

Don,

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

Thank you,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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

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

This is not covered on our Maintenance Contract??

Sent from my iPhone

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

>

> Great Don, where were the steps purchased from?

>

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

>

> Thank you,

>

> Larry Panaro

> Account Manager

> Service, Repair and Modernization Sales

>

> ThyssenKrupp Elevator Americas

> 5440 S. Procyon St., Ste. B

> Las Vegas, NV 89118

>

> Phone: (702) 262-6775
> Cell: (702) 591-9422
> Fax: (866) 248-5612
> <mailto:larry.panaro@thyssenkrupp.com>
> Monthly Safety Message - Remember: Report all accidents in a timely manner!

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

> -----Original Message-----

> From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
> Sent: Wednesday, August 05, 2015 3:27 PM
> To: Panaro, Larry
> Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
> Subject: Re: Damaged Escalator Steps (Down Unit)

> We have the new steps in our Warehouse ready to be scheduled for install.

> Thank you

> Sent from my iPhone

>> On Aug 5, 2015, at 3:24 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

>> Hi Don,

>> I hope all is well. I just wanted to reach out to you and follow up
>> on the escalator step matter at Golden Nugget Laughlin. Has a
>> decision been made on which direction the property wants to go on
>> these step replacement proposals?

>> Chris Dutcher (TKE Laughlin Mechanic) brought it up to me again last
>> week as a safety concern of his, that is why I thought I would reach
>> out to you.

>> Please let me know at your earliest convenience.

>> Sincerely,

>> Larry Panaro

>> Account Manager

>> Service, Repair and Modernization Sales

>> ThyssenKrupp Elevator Americas

>>
>> 5440 S. Procyon St., Ste. B
>>
>> Las Vegas, NV 89118
>>
>>
>> Phone: (702) 262-6775
>>
>> Cell: (702) 591-9422
>>
>> Fax: (866) 248-5612
>>
>> <mailto:larry.panaro@thyssenkrupp.com>
>>
>> Monthly Safety Message - Remember: Report all accidents in a timely
>> manner!
>>
>> -----
>>
>> www.thyssenkruppelevator.com <<http://www.thyssenkruppelevator.com/>>
>>
>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
>> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <[https://plus.google.com/u/0/b/101712657051078702814/1017126570510787](https://plus.google.com/u/0/b/101712657051078702814/101712657051078702814)
>> 028
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guid>
>> e>
>>
>> Subscribe to our e-newsletter
>> <<http://thyssenkruppelevator.com/subscribe>>
>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
>>
>>
>>
>> From: Panaro, Larry
>> Sent: Tuesday, June 16, 2015 4:29 PM
>> To: 'Hartmann, Don'
>> Cc: Olsen, Scott
>> Subject: Damaged Escalator Steps (Down Unit)
>> Importance: High
>>
>>
>>
>> Good Afternoon Don,
>>
>>
>>
>> It was great catching up with you last week. Per our conversation,
>> and your conversations with Chris Dutcher (TKE Mechanic), attached
>> are the proposals to replace the damaged/cracked escalator steps on the "Down"
>> unit at the Golden Nugget Laughlin. As we discussed, this is a
>> safety matter for the riding public. There are currently 40 steps
>> showing signs of cracking, and 5 of the 40 are critical. At this
>> time, we recommend replacing the 40 steps, however, the 5 steps need
>> to be addressed asap.

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

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

INVOICE

Page: 1 of 1 KONE Spares



Invoice number: 1157033639		Area Office: KONE Inc. Federal 36 2357423	
Invoice Date: 08/12/2015		KONE Spares 325 19TH STREET MOLINE, IL 61265 PH: 800-343-3344 FAX: 309-762-7475	
Customer Purchase Order No: 1004752			
KONE Order No: 340514250			
Billing Type: YF2			
Salesperson: Mr Daniel Whitcanack			
Bill To: GOLDEN NUGGET LAUGHLIN PO BOX 77111 LAUGHLIN NV 89028 USA		Ship-To GOLDEN NUGGET LAUGHLIN 2300 S CASINO DR LAUGHLIN NV 89029 USA	
RECEIVED AUG 17 2015 GNL			
Payment Terms: ZUSB Net 30		Other Comments:	

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

Account 8/17/2015 8/24/2015 10/20/2015

Account 8/17/2015 8/24/2015 10/20/2015

0872.000.000 0700.000.000

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

Please return this portion with your payment

PAYMENT ADVICE

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

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

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

115703363900002579813

JNB00577
GNL 002036



GOLDEN NUGGET HOTEL & CASINO
Las Vegas, NV, 89104
Office 702.386.8257 Fax: 702.387.4457

PURCHASE ORDER

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

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

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

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

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

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

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

REQUESTOR: CODI GIBSON
DEPT: ENGINEERING

THERE MAY BE FREIGHT

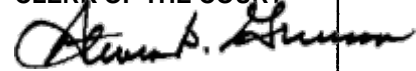
PLEASE EMAIL INVOICE TO: GNLVAP@GOLDENNUGGET.COM

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

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

EXHIBIT “F”

JNB00580



SAO

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

1-(702) 750-2950 (Tel)

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

info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

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

(THIRD REQUEST)

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

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1 of 10

03-05-18 P04:01 IN

JNB00581

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

4 **I. EDCR 2.35 STATEMENT**

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

6 Plaintiffs

7 November 22, 2016 Plaintiffs propounded their first set of requests for
8 admission, requests for production of documents,
and interrogatories to Defendant GNL.

9 November 29, 2016 Plaintiffs served their Initial Disclosures under
10 NRCP 16.1.

11 March 3, 2017 Plaintiffs served their responses to Third-Party
12 Defendant TKE's Demand for Prior Pleadings and
Discovery.

13 April 7, 2017 Plaintiffs served their second set of disclosures of
14 witnesses and documents.

15 April 7, 2017 Plaintiff Joe N. Brown served his responses to
16 GNL's first set of requests for admissions, requests
for production of documents, and interrogatories to
Defendant GNL.

17 April 19, 2017 Plaintiffs propounded their first set of requests for
18 production, requests for admissions, and
interrogatories to Landry's and GNL.

19 June 19, 2017 Plaintiff Nettie J. Brown served her responses to
20 GNL's first set of requests for admissions.

21 June 20, 2017 Plaintiff Nettie J. Brown served her responses to
22 GNL's first set of interrogatories.

23 June 21, 2017 Plaintiff Nettie J. Brown served her responses to
24 GNL's first set of requests for production of
documents.

25 September 8, 2017 Plaintiffs propounded their second set of requests
26 for production of documents to GNL.

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

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

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

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

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

STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL

1	November 21, 2017	Defendant Landry's served its Supplemental Responses to Plaintiffs' First Set of Interrogatories.
2		
3	<u>GNI</u>	
4	May 22, 2017	Defendant GNI served its responses to Plaintiffs' first set of interrogatories, requests for production of documents, and requests for admissions.
5		
6	June 30, 2017	Defendant GNI served its NRCP 7.1 Disclosure Statement.
7		
8	July 10, 2017	Defendant GNI served its "corrected" responses to Plaintiffs' first set of interrogatories.
9		
10	November 21, 2017	Defendant GNI served its Supplemental Responses to Plaintiffs' First Set of Requests for Production of Documents.
11		
12	November 21, 2017	Defendant GNI served its Supplemental Responses to Plaintiffs' First Set of Interrogatories.
13	<u>TKE</u>	
14	April 18, 2017	Third-Party Defendant TKE served its Early Case Conference List of Witnesses and Production of Documents.
15		
16	May 24, 2017	Third-Party Defendant TKE propounded its requests for admission, requests for production of documents and interrogatories to Defendant/Third-Party Plaintiff GNL, Corp.
17		
18		
19	June 6, 2017	TKE served its Subpoena for Deposition of Steve Robertson from the Department of Business and Industry, Division of Industrial Relations, Mechanical Compliance Section scheduled on July 11, 2017.
20		
21		
22	July 10, 2017	TKE served its Notice to Vacate Deposition of Steve Robertson scheduled on July 11, 2017.
23		
24	July 13, 2017	TKE served its Subpoena for Deposition of Steve Robertson from the Department of Business and Industry, Division of Industrial Relations, Mechanical Compliance Section scheduled on August 21, 2017.
25		
26		
27	STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE TRIAL	
28		

I LAW LV

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

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

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

25 ///

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

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

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

4 IT IS SO STIPULATED.

5 DATED this 5th day of February 2018.

6 IQBAL LAW PLLC

DATED this ___ day of February 2018.

GRANT & ASSOCIATES

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

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

13 DATED this 5th day of March 2018.

14 ROGERS, MASTRANGELO, CARVALHO
15 & MITCHELL

16 Ca #14403 for
17 REBECCA L. MASTRANGELO, ESQ.
18 Nevada Bar No. 5417
700 S. 3rd Street
19 Las Vegas, NV 89101
20 Attorneys for Third-Party Defendants,
THYSSENKRUPP ELEVATOR CORPORATION

21
22 **ORDER**

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

24 **DESCRIPTION**

25 **NEW DEADLINE**

26 Last day to amend pleadings or add parties:

7/3/18

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

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

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

4 IT IS SO STIPULATED.


5 DATED this ____ day of February 2018.

6 IQBAL LAW PLLC

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

DATED this 28 day of February 2018.

GRANT & ASSOCIATES


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

13 DATED this ____ day of February 2018.

14 ROGERS, MASTRANGELO, CARVALHO
15 & MITCHELL

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

22 **ORDER**

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

24 **DESCRIPTION**

NEW DEADLINE

25 Last day to amend pleadings or add parties:

7/3/18

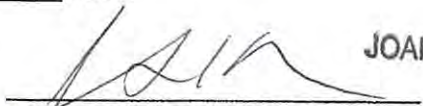
27 STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE
28 TRIAL

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

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

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


9 DATED this 9th day of March 2017.

10  JOANNA S. KISHNER

11  DISTRICT COURT JUDGE

12
13
14 Respectfully submitted by:

15 IQBAL LAW PLLC

16 
17 MOHAMED A. IQBAL, JR., ESQ.
18 Nevada Bar No. 10623
19 101 Convention Center Drive, Suite 1175
20 Las Vegas, Nevada 89109
21 Attorneys for Plaintiffs,
22 JOE N. BROWN and NETTIE J. BROWN

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

25
26
27 STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES AND CONTINUE
28 TRIAL

RPLY

IQBAL LAW PLLC

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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 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

**REPLY IN SUPPORT OF MOTION FOR
LEAVE TO FILE SECOND AMENDED
COMPLAINT**

Date of Hearing: August 7, 2018

Time of Hearing: 9:00 a.m.

Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs") hereby file the following Reply in Support of Motion for Leave to File Second Amended Complaint (the "Motion").

I. INTRODUCTION.

In their Motion, Plaintiffs proposed amending their existing pleadings to add further detail regarding Landry's Inc., Golden Nugget, Inc., and GNL, Corp. (collectively, the "Nugget Defendants"), and to name third-party defendant Thyssenkrupp Elevator Corporation ("TKE") as a direct defendant. The proposed amendments are based on knowledge by TKE and the Nugget Defendants of the defective and dangerous condition of the escalator at the Golden Nugget Laughlin hotel and casino; their awareness of the risk posed to the public by those defects and

1 dangers; and their failure to remedy the problems, which resulted in devastating injuries to
2 Plaintiff Joe Brown in the form of a broken neck. (*See generally*, Motion 3:1-5:8, 6:8-8:16).

3 TKE and the Nugget Defendants have both filed opposition briefs (respectively, the
4 “TKE Opp.” and “Nugget Opp.”) alleging that the Motion should be denied because it bears a
5 file stamp literally one minute after the agreed-upon deadline.¹ Turning to the merits, TKE
6 contends the Motion should be denied because a 27-year-old case – one overruled in pertinent
7 part seven years ago – suggests the Motion should have been brought under Nevada Rule of
8 Civil Procedure (“Rule”) 10 rather than Rule 15. The Nugget Defendants for their part rely on a
9 case from 1984 to argue that punitive damages are not permitted in Nevada absent specific intent
10 to harm a specific individual – even though no such specific intent was required at the time, and
11 certainly was not required after the 1995 changes to the Nevada punitive damages statute.

12 The opposition briefs ignore the relevant facts as set forth in the Motion and misstate the
13 law. They should be disregarded, and the Motion should be granted in accordance with Nevada
14 law and its mandate that permission to amend “shall be freely given when justice so requires.”
15 Rule 15(a).

16 **II. LAW AND ARGUMENT.**

17 **A. The Motion Was Timely Submitted, and Defendants Were Not Prejudiced by the** 18 **One Extra Minute Shown on its Time-Stamp.**

19 Both opposition briefs note that the stipulated date for filing motions to amend was July
20 3, 2018, and complain the file stamp affixed to the Motion by the e-filing system reads 12:01 am
21 on July 4, 2018. (TKE Opp. 3:6-16; Nugget Opp. 3:22-4:8). In fact, the Motion was uploaded
22 for filing on July 3rd, in accordance with the parties’ agreement; however, the submission and
23 file stamp were delayed. (*See* Declaration of Mohamed A. Iqbal, Jr. in Support of Reply in
24 Support of Motion for Leave to File Second Amended Complaint (“Iqbal Reply Decl.,” filed

25
26 ¹ Regrettably, both opposition briefs were filed days after the deadline for oppositions passed.
27 Even if the Motion was submitted a minute late (which as discussed below, it was not), the extra
28 time defendants took to provide their responses is more than enough to address the issue.

herewith) at ¶ 2). Neither opposition offers any authority for the proposition that a motion submitted on the date they agreed to has been unduly delayed or is untimely.

There is in fact special irony in the defendants' positions, inasmuch as neither of them bothered to observe the court's deadline to file their opposition briefs. Per EDCR 2.20, such briefs must be filed within 10 days; counting judicial days from the time-stamp on the Motion, oppositions were due no later than July 18, 2018. TKE did not attempt to file until the following day – a filing which did not actually contain an opposition. TKE's opposition brief was not filed until July 20th – two days late under the rule. (TKE Opp. p. 1).² The Nugget Defendants filed their opposition even later, on July 23, 2018. Having generously granted themselves *multiple extra days* to respond, the defendants' complaint about *one extra minute* is particularly churlish.

Nevada, of course, has a long-standing policy of adjudicating issues on their merits. *See e.g., Nev. Power Co. v. Fluor Ill.*, 837 P.2d 1354, 1359 (Nev. 1992). Even had the instant Motion been a minute late, that would not justify the sanction of rejecting it outright – especially where, as here, *neither opposing party has even claimed they were prejudiced*. Indeed, even if the defendants claimed prejudice, it is difficult to see how it would not have been cured by their unilateral decisions to delay filing their opposition briefs. The Court should disregard the defendants' timeliness arguments and decide the Motion on the merits.

B. TKE's Opposition Relies on Inapplicable and Obsolete Legal Standards and Cannot Stand Given TKE's Withholding of Evidence.

1. The Federal Rules Relied on by TKE Do Not Apply in Nevada.

TKE begins its attack by arguing that "Plaintiffs' motion is not governed by NRCP 15." (TKE Opp. 4:3-5). Citing federal district court cases holding amendment after the running of a statute of limitations cannot be accomplished under the federal version of Rule 15, TKE contends the Motion "could only be proper under NRCP 10," because it seeks to add a party not

² In fairness, Plaintiffs assume TKE attempted to file their opposition brief on July 19th (which would still have been late under the rule) but encountered technical difficulties that cost them an extra day.

1 specifically named in the previous complaint and because the relevant statute of limitation has
2 run. (TKE Opp. 4:5-20).³

3 TKE is wrong to rely on federal cases rather than Nevada law. To the extent they explain
4 their reasoning, the cases which hold that adding parties is improper under Rule 15 are grounded
5 squarely in the federal version of Rule 15(c). *See e.g., Curry v. Johns-Manville Corp.*, 93 F.R.D.
6 623, 627 (E.D. Pa. 1982) (cited at TKE Opp. 7:1-12) (denying leave to amend “pursuant to
7 F.R.C.P. 15(c).”). Often, the cases pinpoint specific portions of the federal rule: the Connecticut
8 decision cited at length by TKE, for example, denied a request for leave to amend by observing
9 “the [Plaintiff] has not — and indeed cannot — make the required showing under **Rule**
10 **15(c)(1)(C)(ii).**” *Neth. Ins. Co. v. MD Plumbing & Heating, LLC*, 2011 U.S. Dist. LEXIS 20999
11 at *8 (D. Conn. Mar. 3, 2011) (cited at TKE Opp. 5:21-27 and 7:18-8:3) (emphasis added).
12 Other cases relied on by TKE look to different portions of the Rule: the Delaware case relied on
13 by TKE, for example, held “[i]n this case ... [Plaintiff] has not satisfied the requirements of **Rule**
14 **15(c)(3)** to add a claim against ... a party that was not previously named” in the original
15 Complaint. *Fed. Ins. Co. v. Lighthouse Constr., Inc.*, 230 F.R.D. 387, 390 (D. Del., 2005) (cited
16 at TKE Opp. 6:2-9) (emphasis added).

17 TKE’s reliance on these federal decisions is misplaced. In federal court, the question of
18 whether an amendment relates back to the date of the original complaint such that it can be
19 allowed after a statute of limitations has run “is a question of **federal procedure**,” not state law.
20 *Bishop v. Atmos Energy Corp.*, 161 F.R.D. 339, 341 (W.D. Ky. 1995) (cited at TKE Opp. 5:15-
21 18) (emphasis added). These procedures are not, however, automatically applicable in Nevada.
22 TKE seeks to skirt this problem by observing in a footnote that in questions of Nevada civil
23 procedure, our courts treat “Federal cases interpreting the analogous federal rules” as persuasive.
24 (TKS Opp. p. 4 fn. 3).

25
26 ³ TKE makes no effort to analyze the relation-back provisions of Rule 15, apparently in the
27 mistaken belief that they do not apply.

1 But this rationale is incomplete, and here it is in error. Nevada courts rely on federal
2 court procedure decisions when the Nevada rule “*mirrors* the federal rule,” *Executive Mgmt. Ltd.*
3 *v. Ticor Title Ins. Co.*, 38 P.3d 872, 876 (Nev. 2002) (emphasis added); is “*modeled on*” the
4 federal rule, *Ford v. Branch Banking and Trust Co.*, 353 P.3d 1200, 1202 (Nev. 2015); or where
5 the federal rule “is *identical to*” the Nevada rule, *Las Vegas Novelty, Inc. v. Fernandez*, 787 P.2d
6 772, 774 (Nev. 1990) (emphases added). Rule 15, however, is one of those in which the Nevada
7 rule *does not* mirror the federal rule; in fact, they vary substantially. The federal Rule 15(c), on
8 which TKE’s opposition is ultimately founded, consists of two major subparts, three sub-
9 subparts, and two sub-sub-subparts; but the Nevada version of the same Rule consists of a single
10 sentence. Compare Fed.R.Civ.P. 15(c) with Nev.R.Civ.P. 15(c). It is not possible to deny a
11 Nevada amendment based on a subpart of Rule 15(c) because the Nevada rule *has* no subparts.

12 2. The Nevada Rules Allow Amendment to Add Parties Under Rule 15(c).

13 Because the federal cases cited by TKE rely on provisions that do not exist in Nevada,
14 the question remains whether Nevada law allows amendments to add a party under Rule 15.
15 TKE insists it does not, strenuously arguing that “amendment of the complaint to add TKE as a
16 direct Defendant must be determined under NRCP 10.” (TKE Opp. 8:20-21). This result, TKE
17 insists, is mandated by *Nurenberger Hercules-Werke GMBH v. Virotek*, 882 P.2d 1100 (Nev.
18 1991), which TKE argues “has been good law in Nevada for **27 years**.” (TKE Opp. 8:21-23)
19 (emphasis in original). In fact, TKE once again is wrong. The portions of the *Nurenberger* case
20 suggesting Rule 15 does not apply were overruled seven years ago.

21 In *Costello v. Casler*, 254 P.3d 631 (Nev. 2011), the court considered whether a party
22 could be added under Rule 15 and if so, whether the pleading would relate back despite the
23 running of the statute of limitations – the same issue presented in this case. The district court,
24 relying on the same provisions of *Nurenberger* urged by TKE, concluded it would not; and it
25 granted summary judgment for the defendant. The Nevada Supreme Court reversed. *Costello*,
26 254 P.3d at 636. In so doing, the Supreme Court expressly disavowed what it called “dicta” in
27 *Nurenberger* suggesting Rule 15 did not apply – and held that it did. *Id.* at 633 n. 2 and 634 n. 4.

1 TKE's erroneous arguments notwithstanding, "[t]he rules of civil procedure allow parties
2 to amend their prior pleadings. NRCP 15(a). Amended pleadings arising out of the same
3 transaction or occurrence may relate back to the date of the original filing. NRCP 15(c)."
4 *Jackson v. Groenendyke*, 369 P.3d 362, 365 (Nev. 2016) (citations in original). The key issue in
5 deciding whether to permit an amendment is whether the opposing party has been prejudiced by
6 the passage of time. *Id.* at 366. "NRCP 15(c) **is to be liberally construed** to allow relation back
7 of the amended pleading where the opposing party will be put to no disadvantage." *Costello*,
8 254 P.3d at 634 (citations omitted). As before, TKE has not alleged any prejudice by allowing
9 the proposed amendment; nor could it plausibly do so.

10 The maintenance of the escalator that broke Joe Brown's neck was placed squarely in
11 issue by the Plaintiffs in their operative complaint (*see* First Amended Complaint ("FAC"), ¶¶
12 22-23). As the alleged maintainer of the escalator (*see* Third-Party Complaint, ¶ 6), TKE knew it
13 would have to account for the diligence and efficacy of its maintenance. TKE has, by its own
14 admission, "been involved in this matter since nearly the beginning" (TKE Opp. 3:3-5) and has
15 had every opportunity to participate in discovery and other pre-trial practice. In fact, it has
16 eagerly done so: TKE deposed Plaintiff Joe Brown, took the deposition of a state elevator
17 inspector, insisted on being present at the examination of the escalator by Plaintiffs' expert, and
18 attended every deposition to date. (Iqbal Reply Decl. at ¶ 3). Moreover, TKE's defense of the
19 third-party complaint by the Nugget Defendants has been to attack the Plaintiffs' underlying
20 claims; for example, with reports contending that Joe Brown's broken neck is his own fault, and
21 that his injuries are not as severe or costly as he claims. *Id.*

22 3. *TKE Cannot Complain About Timing Because TKE Withheld Evidence.*

23 Plaintiffs did not initially know TKE's identity, and more importantly did not know that
24 TKE was aware of the defects in the escalator and the risk those defects posed to the public.
25 TKE made initial Rule 16 disclosures on April 18, 2017, that included several pages of
26 maintenance history; but ***TKE withheld multiple emails and repair orders*** showing that ***TKE's***
27 ***engineers knew, as early as 2012, that the escalator steps were "obsolete" and "prone to***

1 *develop cracks” that posed “a serious safety issue”* for the public and should all be replaced.
 2 (Declaration of Mohamed Iqbal in Support of Plaintiffs’ Motion for Leave to File Second
 3 Amended Complaint (“Iqbal Opening Decl.,” previously filed) at Ex. C; *see also* Iqbal Reply
 4 Decl. at ¶ 4). *TKE also withheld over a dozen additional pages of maintenance history*
 5 showing that an inspection of the escalator mere days after Joe Brown’s injury showed *the*
 6 *escalator steps were in fact cracked and had to be replaced.* (Iqbal Opening Decl., Exs. B and
 7 E). Despite their obvious relevance, *TKE kept these documents from its initial production and*
 8 *did not make them available until November 6, 2017* – roughly six months after the statute of
 9 limitations passed. (Iqbal Reply Decl. at ¶ 4). TKE cannot assert the statute under these
 10 circumstances, even under the Rule 10 standard erroneously relied on in its opposition: “[t]he
 11 right to amend and relate back should rarely be denied plaintiffs *irrespective of the extent of the*
 12 *delay* whenever *the intended defendant has sought in any way to mislead or deceive* the
 13 complaining party.” *Nurenberger*, 822 P.2d at 1105-06 (emphasis added).

14 TKE’s opposition is without merit. Rule 15 governs Plaintiffs’ Motion; its liberal
 15 mandate permits amendments to add parties; and, having neither asserted nor shown any
 16 prejudice from allowing the amendment, TKE cannot properly oppose it. Moreover, *having*
 17 *withheld evidence showing its own culpability until after the statute of limitations ran, TKE*
 18 *cannot now be heard to object* to the amendment.

19 C. The Nugget Opposition Misstates Settled Nevada Law on Punitive Damages.

20 The Nugget Defendants assert that the Motion should be denied because “tort liability
 21 alone is insufficient to support an award of punitive damages.” (Nugget Opp. 5:3-4). They
 22 contend instead that it is “Plaintiffs’ burden to establish that Defendants acted **intentionally,**
 23 **willfully, and deliberately knowing that such conduct would be harmful to Plaintiffs**
 24 **specifically.**” (*Id.* at 6:6-7) (emphasis in original). Arguing that “Defendant’s alleged failure to
 25 repair the escalator steps, does not give rise to any reasonable inference that Defendant
 26 *intentionally* sought to injure Joe Brown,” the Nugget Defendants contend “Plaintiffs cannot
 27

1 establish the requisite intent by GNL or its employees to support punitive damages and any such
2 amendment to their pleadings would be futile.” (*Id.* at 6:19-26) (emphasis in original).

3 The Nugget Defendants have misstated the law. The Nevada statute on punitive damages
4 provides that such damages are available when the defendant engages in “conduct which is
5 intended to injure a person *or* despicable conduct which is engaged in with *a conscious*
6 *disregard of the rights or safety of others.*” NRS 42.001(3) (emphasis added). The intent to
7 injure a specific plaintiff is not required. The Nugget Defendants wrongly suggest otherwise by
8 citing language from *Warmbrodt v. Blanchard*, 692 P.2d 1282, 1286 (Nev. 1984), a case which
9 preceded Nevada’s punitive damages statute adopted in 1995; but even this citation is
10 misleading, as the defendants’ brief omits *Warmbrodt’s* reference to an earlier case, *Bader v.*
11 *Cerri*, 609 P.2d 314 (Nev. 1980). The *Bader* court correctly noted that “malice” as used in the
12 context of exemplary or punitive damages “contemplates willful and intentional conduct done in
13 reckless disregard of possible results.” *Id.* at 318-319.

14 In *Countrywide Home Loans, Inc. v. Thitchener*, 192 P.3d 243 (Nev. 2008), the Nevada
15 Supreme Court concluded that “evidence of multiple ignored warning signs suggesting that [the
16 defendant] knew of a potential mix-up, as well as evidence indicating that [the defendant]
17 continued to proceed ... despite knowing of the probable harmful consequences of doing so” was
18 enough to support an award of punitive damages, even though the plaintiffs had not proven a
19 specific intent to injure them. *Id.* at 255. No such specific intent is required, no matter how
20 strenuously the Nugget Defendants contend that it is. On the contrary, behavior that exposes the
21 public to serious risk of harm – in other words, the sort of behavior exhibited by the defendants
22 (see Iqbal Opening Decl., Ex. C) – is sufficient.

23 In fact, the primary case relied on by the Nugget Defendants in their opposition, *Wyeth v.*
24 *Rowatt*, 244 P.3d 765 (Nev. 2010) (cited at Nugget Opp. 5:15-16), featured plaintiffs who
25 developed cancer after taking the defendants’ drugs. *Wyatt*, 244 P.3d at 770. In upholding the
26 jury’s decision to impose punitive damages, the Nevada Supreme Court did not call for evidence
27 of intent to harm anyone; instead, it held that when determining “whether a defendant’s conduct

1 is so reprehensible as to warrant the imposition of punitive damages” the trier of fact “may
2 consider evidence ... that may show that the defendants’ conduct, which harmed the plaintiffs,
3 may also present a substantial risk *to the general public.*” *Id.* at 783 n. 11 (emphasis added).

4 The application and amount of punitive damages are questions of fact entrusted to the
5 trier in bifurcated proceedings under NRS 42.005(3). The Nugget Defendants already face such
6 proceedings because the Plaintiffs have repeatedly asked for exemplary damages. (*See e.g.*,
7 FAC, ¶¶ 25 and 28; *see also id.*, Section VI.b.). The Nugget Defendants’ opposition thus is not
8 based on any legal infirmity in Plaintiffs’ case for punitive damages, and they do not oppose the
9 Motion because it exposes them to any additional liability. Instead, their opposition is based on
10 the fear that Plaintiffs may be in a better position to obtain the exemplary damages requested.
11 But that is not itself a sufficient basis for opposing the Motion.

12 **III. CONCLUSION.**

13 For all the foregoing reasons, the Motion should be granted.

14 IQBAL LAW PLLC

15 By: /s/ Mohamed A. Iqbal, Jr.
16 Mohamed A. Iqbal, Jr. (NSB #10623)
17 Christopher Mathews (NSB #10674)

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

1 **DECLARATION OF MOHAMED A. IQBAL, JR. IN SUPPORT OF REPLY IN**
2 **SUPPORT OF MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

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

4 1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe
5 N. Brown and Nettie J. Brown (“Plaintiffs”) in the above-captioned proceeding and make this
6 declaration subject to penalty of perjury under the laws of the United States and the State of
7 Nevada, in support of the Plaintiffs’ Reply in Support of Motion for Leave to File Second
8 Amended Complaint.

9 2. On July 3, 2018, the date stipulated for motions for leave to amend, we electronically
10 uploaded a copy of Plaintiffs’ Motion for Leave to File Second Amended Complaint. The
11 upload of the Motion occurred before midnight, but the e-file server was slow and its electronic
12 acknowledgment of the submission was delayed, resulting in a file stamp which indicates the
13 upload was accepted by the server at 12:01 am on July 4th – which was, of course, a holiday.

14 3. Thyssenkrupp Elevator Corporation (“TKE”) was not initially named in the Complaint
15 because Plaintiffs did not at that time have any evidence that TKE had been involved in, or bore
16 any responsibility for, the events that caused Mr. Brown’s broken neck. TKE has, however,
17 participated in this case since nearly its inception, attending all the depositions taken by
18 Plaintiffs; TKE has also taken the deposition of Mr. Brown and a state elevator inspector and
19 insisted on being present at the examination of the escalator by Plaintiffs’ expert. TKE’s defense
20 of the third-party complaint filed in this case has been to attack the Plaintiffs’ underlying claims
21 rather than those of the third-party plaintiffs. TKE’s expert reports, for example, argue Mr.
22 Brown’s broken neck is his own fault and that his injuries are not as severe or costly as he
23 claims.

24 4. Despite its *participation* in discovery, TKE was not timely *forthcoming* with critical
25 evidence of its own culpability. TKE’s initial disclosures on April 18, 2017, included five pages
26 of maintenance logs covering 2014 and 2015; but those pages omitted critical entries showing,
27 for example, that an inspection of the escalator that broke Mr. Brown’s neck conducted just days
28 after the accident showed the escalator steps were broken and had to be replaced. Also withheld

1 from the initial disclosures were multiple emails and repair orders in which TKE's engineers
2 stated, as early as 2012, that the escalator steps were "obsolete" and "prone to develop cracks"
3 that posed "a serious safety issue" for the public, and that the steps should all be replaced. TKE
4 kept those entries, emails, and repair orders to itself until November 6, 2017, six months after the
5 statute of limitations would ordinarily have run. The other defendants in the case likewise did
6 not produce copies of the documents – until after TKE did so. Plaintiffs expeditiously sent meet
7 and confer letters demanding to know why the documents had been withheld, took depositions to
8 ascertain the extent of the information withheld, and conducted follow-up discovery. This
9 process is still ongoing.

10 Dated this 2nd day of August 2018.

11 By: 

12 Mohamed A. Iqbal, Jr.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this 2nd day of August 2018, I caused to be served a true and correct copy of foregoing **REPLY IN SUPPORT OF MOTION FOR LEAVE TO FILE SECOND 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.

Grant & Associates

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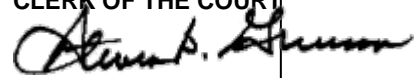
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/s/ Kevin Williams

An employee of IQBAL LAW PLLC



1 RTRAN

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 JOE BROWN,)
7 Plaintiff(s),) Case No. A-16-739887-C
8 vs.)
9 LANDRY'S INC.,) DEPT. XXXI
10 Defendant(s).)

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12
13 BEFORE THE HONORABLE JOANNA S. KISHNER,
14 DISTRICT COURT JUDGE

15 TUESDAY, AUGUST 7, 2018

16
17 **TRANSCRIPT OF PROCEEDINGS RE:**
18 **PLAINTIFFS' MOTION FOR LEAVE TO FILE SECOND AMENDED**
19 **COMPLAINT**

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21 (Appearances on page 2.)
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25 RECORDED BY: SANDRA HARRELL, COURT RECORDER

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APPEARANCES:

For the Plaintiff(s):	MOHAMED A. IQBAL, ESQ.
For the Defendant(s), Golden Nugget, Inc. and Landry's Inc., and the Defendant(s) and Third Party Plaintiff(s), GNL Corp:	ALEXANDRA B. McLEOD, ESQ.
For the Third Party Defendant(s), Thyssenkrupp Elevator Corporation:	REBECCA L. MASTRANGELO

1 **LAS VEGAS, NEVADA, TUESDAY, AUGUST 7, 2018**

2 [Proceedings commenced at 9:31 a.m.]

3
4 THE COURT: Page 10, *Joe Brown vs. Landry's*, 739167.

5 MS. MASTRANGELO: Good morning, Your Honor. Rebecca
6 Mastrangelo for Thyssenkrupp Elevator.

7 MS. McLEOD: Good morning, Your Honor. Alexandra
8 McLeod from Grant & Associates, 8185, on behalf of the Golden Nugget
9 defendants.

10 MR. IQBAL: Good morning, Your Honor. Mohammed Iqbal
11 on behalf of Plaintiffs, 10623.

12 THE COURT: Okay. Motion for Leave to File Second
13 Amended Complaint. So I got oppositions to this one. I have two
14 different types of oppositions. I've got one opposition, untimely, under
15 the NRCP 15 standpoint, and I've got the other opposition that statute of
16 limitations has run, so you can't amend to add somebody who's not in
17 the first one.

18 Go ahead, counsel.

19 MR. IQBAL: Yes. Thank you, Your Honor.

20 So Plaintiffs move to amend their existing pleadings to add
21 further detail regarding Gold -- the Golden Nugget entities, and then to
22 name third party Thyssenkrupp as a direct defendant.

23 THE COURT: Okay.

24 MR. IQBAL: Based on Thyssen's and Nugget's knowledge of
25 the dangerous and defective condition of the escalator and their

1 awareness of the risk posed to the public by those defects, and their
2 failure to remedy the problems, which resulted in the devastating injuries
3 to Plaintiff.

4 Now, Your Honor correctly stated the positions of -- of the
5 oppositions. And going to 15(a), the 15(a) argument by Thyssen. So
6 Thyssen relies on inapplicable federal law, citing federal district court
7 cases, as we point out in the reply, based on Federal 15(c) parts and
8 subparts.

9 Now, Nevada 15(c) is one sentence. They have a footnote
10 about the accord and respect that Nevada law gives to federal, but
11 only when the applicable rule mirrors the federal rule. Here, there's a
12 substantial difference. Again, the federal 15(c) has two major subparts,
13 has sub-subparts, and then sub-sub-subparts. Nevada has one
14 sentence under 15(c).

15 So the reliance on the federal district court cases to push this
16 to a 10 -- Rule 10 analysis is simply wrong. You -- you cannot deny a
17 Nevada amendment based on a subpart of Rule 15(c) that doesn't exist
18 in this state. Because Nevada's 15(c) has no subparts.

19 And so yeah, the Delaware case that they cite, it's based
20 on 15(c)(3), the Connecticut case, 15(c)(1)(C)(ii). That's simply
21 inapplicable.

22 So then we turn to the question of whether Nevada law allows
23 amendments under 15(a). Thyssen argues no. And they cite
24 *Nurenberger*. They cite *Nurenberger* and they say -- they argue:

25 "Has been good law in Nevada for 27 years."

1 Wrong again. The -- the critical parts of *Nurenberger* relevant
2 to this analysis were overturned in *Costello*. The Supreme Court in
3 *Costello* expressly disavowed what it called dicta in the *Nurenberger*
4 decision, suggesting that 15 -- Rule 15 did not apply. The *Costello*
5 court, the controlling opinion in Nevada today, said no, it -- it does apply.
6 And *Costello*'s a 2011 case.

7 So, ultimately, when we look at a 15(a) analysis, Your Honor,
8 the key issue is permitting an amendment when there is a lack of
9 prejudice. *Costello* allows relation back where the opposing party will
10 not be put -- will be put at no disadvantage. There has been no
11 prejudice -- viable prejudice alleged by allowing the proposed
12 amendment to go forward, nor could they plausibly do so. Here's why.

13 The maintenance of the escalator that broke Plaintiff's neck
14 was placed squarely at issue by Plaintiffs in the operative complaint, the
15 first amended complaint. As the alleged maintainer of the escalator,
16 Thyssen knew that it would have to account for the diligence of its
17 maintenance. Thyssen admitted in its opposition that it's "been involved
18 in this matter since nearly the beginning." Thyssen has had every
19 opportunity to participate in discovery and has done so.

20 And moreover, Thyssen's defense against the third party
21 complaint from Nugget hasn't been to go after Nugget. They have
22 attacked Plaintiff's underlying bases. So where they -- if they were an
23 official party, their -- their discovery efforts would not have been any
24 different. There would be no prejudice with the amendment going
25 forward.

1 THE COURT: Why didn't it come in earlier? Why didn't you
2 seek to bring them in earlier?

3 MR. IQBAL: Your Honor, part of that was because there was
4 a lot of evidence that was hidden. There was a lot of evidence hidden
5 as -- as discussed in the reply until six months after that -- that statute of
6 limitations ran. We -- we've been aggressive in discovery. The -- the
7 evidence, the e-mails explicitly -- you're talking about the safety
8 concerns for the riding public were -- were offered in a second
9 supplemental from Thyssen November 6th, 2017. In less than a month,
10 we -- we issued a -- a six-part, multi-part 2.34 discovery letter to -- to
11 Nugget, we have continued those efforts and we've issued discovery to
12 Thyssen. Those discovery efforts continue. Even as -- as recent as
13 May 7th, we do a deposition in New York of Thyssen's engineer at that
14 time. And he talks about e-mails that he has sent back and forth. We
15 haven't gotten those e-mails.

16 After that May 7th deposition, in June, we -- we -- again, after
17 getting the transcript, we again then issued discovery requests to
18 Thyssen. So the diligence is there.

19 And -- and the difference between the MGM case that you had
20 and this one, our -- our party, Plaintiff, an individual, did not have
21 access. Thyssen had responsibilities under 16.1. Their April 15 --
22 Rule 16 initial disclosures had some documents, some portions of the
23 maintenance log. But not critical portions of the maintenance log
24 showing that just a few -- just days after Plaintiff's injury, it was
25 determined that the steps were cracked.

1 Now, what -- the difference again is the strength of the
2 evidence that was hidden from Plaintiffs for six months after that statute
3 of limitations passed with -- with Thyssen. And -- and Nugget
4 separately, in February of '07 -- '17, in March of '17 stated we're not
5 aware of any mechanical problems, this, that, and everything.

6 What do we get in November 6th? We get explicit e-mails that
7 both parties hid -- both parties hid. I mean, I don't know if it gets any
8 better than this.

9 "A serious safety issue for the riding passengers." The
10 escalator steps are "obsolete, prone to cracking."

11 You know, there's a difference between that affidavit that was
12 at issue in the earlier case and the strength of the evidence here, the
13 posture of the parties, and the diligence that Plaintiffs have shown here.
14 So it's -- Thyssen really can't complain about time when their second
15 supplemental with all of those juicy e-mails that, by the way, back and
16 forth between them and Golden Nugget, Nugget didn't share either with
17 Plaintiffs, until that second supplemental came out. So you can't
18 complain about time when you've -- when you've hidden evidence for six
19 months.

20 And -- and so when you look at it, the Rule 15(c) analysis
21 under the federal rules is -- is wrong. The *Nurenberger* analysis is also
22 wrong, because they don't cite *Costello*, which is the actual controlling
23 law. And then you have that additional third component of hiding these
24 relevant e-mails and evidence.

25 Now, that -- that's with -- that's with Thyssen. So what -- what

1 you're left with then is 15(a), as justice requires. Liberally construed as
2 justice requires. We've been in front of Your Honor on -- on Motions to
3 Dismiss, summary judgment on the Nugget entities. This has been a --
4 a very heavily litigated case. And -- and so there's no dilatory motive,
5 there's no bad faith. This is -- this is simply preserving the -- the right --
6 and again, we're not saying we're -- we're entitled to -- to a decision on
7 punitive damages. That would be inappropriate. That's a jury decision.
8 That's for the trier of fact. This is simply that this should go to the jury.

9 Now, switching to the Nugget entities and their opposition,
10 their opposition -- here we go. They misstate the punitive damages
11 standard. They're citing a 1984 case and they're saying:

12 "Plaintiff's burden to establish the defendants acted
13 intentionally, willfully, and deliberately, knowing that such conduct
14 would be harmful to Plaintiff specifically."

15 Page 6, lines 6 and 7 of their opposition.

16 That is wrong. Nevada's punitive damages rule, the statute,
17 was changed in 1995, 11 years after the case cited by Golden Nugget.
18 It's: Or despicable conduct which is engaged in with a conscious
19 disregard of the rights or safety of others.

20 Now, let's go back to that case that Nevada --

21 THE COURT: Counsel. Counsel.

22 MR. IQBAL: I'm sorry.

23 THE COURT: I really appreciate you giving a seminar. When
24 I have my 9:00s -- remember I said I was calling the ones I thought were
25 going to be quicker so that we could get --

1 MR. IQBAL: Absolutely, Your Honor.

2 THE COURT: -- the other people, I've got to get them. And I
3 appreciate it. If you think it's going to take long, what I can do is I can
4 pause you right now, finish up my other 9:00s, get them in and out of
5 here, and then circle back to you all. It -- because I didn't know that this
6 was one that people would take more than just about five minutes on
7 each side, because that's normally what we do for --

8 MR. IQBAL: I appreciate that, Your Honor.

9 THE COURT: -- I want to make sure everyone gets fully
10 heard. Yeah.

11 MR. IQBAL: Absolutely.

12 THE COURT: So I want to make sure everyone gets fully
13 heard. What --

14 MR. IQBAL: And I -- I can even stop right now and ask if the
15 court has any questions for Plaintiffs, and then I can sit down.

16 THE COURT: Sure. That's fine. I didn't want to cut you off if
17 you want more time. I just want to try and allocate for everybody else's
18 schedules as well.

19 MR. IQBAL: Absolutely. I'll -- I'll just close by saying just like
20 with Thyssen, Golden Nugget has the completely wrong standard for
21 punitive damages and we're entitled to it.

22 THE COURT: Okay. Thank you so much.

23 So let's each respond briefly, he gets final word, and then the
24 court will make a ruling.

25 Go ahead, counsel. Who's going first? Thyssen? Okay.

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MS. MASTRANGELO: Five minutes, Your Honor.

None of counsel's arguments has addressed the issue we're here for today. Neither the motion nor the reply address the statute of limitations. Neither the motion nor the reply addressed his failure to properly identify Doe defendants and allegations against them. And neither the motion nor the reply address the mandates of *Nurenberger*, which is still good law. I've been to the Supreme Court more times on *Nurenberger* than any other issue, and it remains good law till today.

This motion, as far as Thyssenkrupp is concerned, is not even a close call. The whole purpose of naming Doe defendants in a complaint is when you don't know the identity of that defendant and later you find out who it is and you substitute. Here, he knew the identity well before the statute of limitations ran. He's always known the identity. Thyssenkrupp has been in this case before the statute of limitations ran, and even when Thyssenkrupp got in the case, he waited another year and a half to file this motion.

So even if you had everything else working, Judge, he still hasn't named any allegations against Doe Defendant Escalator Maintenance Company in either the first amended complaint or the original complaint. There is nothing in there that says maintenance company was negligent. Nothing in there at all. That does not satisfy *Nurenberger*, it does not satisfy his Doe defendant allegations.

It's just under any liberal -- under the most liberal interpretation of the law, this motion has to be denied.

THE COURT: What do we do about the -- do you agree on

1 the subsequent e-mails only more recently being disclosed, which
2 showed tie-ins between --

3 MS. MASTRANGELO: No. I produced those e-mails in
4 response to Golden Nugget's request for production long ago.

5 THE COURT: What would long ago be? Well, I -- they
6 weren't 16.1 disclosures back at the beginning of this case in '16?

7 MS. MASTRANGELO: We produced our maintenance
8 records in 16.1, we --

9 THE COURT: Complete?

10 MS. MASTRANGELO: Complete. There are some
11 maintenance --

12 THE COURT: Or in -- because he -- he is -- because
13 counsel --

14 MS. MASTRANGELO: -- records that don't exist because of
15 the passage of time. We produced everything surrounding this incident,
16 Judge. We produced the correspondence from KONE, the escalator
17 manufacturer, directing their client, their customer, Golden Nugget's, as
18 well as the maintenance company, to replace these steps. We produced
19 all that long ago. And I don't have the exact date that they were
20 produced. He says November of '17. I believe it was prior to that. But
21 even November of '17, he waited another seven, eight months before
22 filing this motion.

23 And again, it all goes back to the Doe defendants in the
24 original complaint, Judge. That's what you have to base it on. When the
25 statute of limitations ran, we have to -- the only way he can

1 Thyssenkrupp in is Doe and Roe allegations. He did not say one single
2 Doe was an escalator maintenance company, he did not make a single
3 allegation of negligence against a maintenance company.

4 THE COURT: Okay.

5 MS. MASTRANGELO: Those claims just can't be part of this
6 case.

7 THE COURT: Okay. Appreciate it.

8 Your argument's different. Go ahead.

9 MS. McLEOD: The proposed changes to Plaintiff's complaint
10 with respect to the Golden Nugget entities are less comprehensive than
11 that of Thyssenkrupp. But the standard here is not that justice allows
12 amendment, but requires amendment. And another topic that Plaintiff
13 failed to address either in their motion or their reply, is the futility of the
14 amendments that they're seeking and the fact that should the court allow
15 the second amended complaint, think both defendants will have reasons
16 to file motions on that complaint.

17 With regard to the allegations and punitive damages
18 allegations, the standard, as far as I know and as I've argued
19 successfully in other departments, is the *Countrywide* case, which was
20 not addressed by Plaintiff in their motion. And when it was brought up in
21 opposition, it was not brought up or addressed in their reply.

22 The -- even the proposed second amended complaint states a
23 cause of action for negligence and loss of consortium. Those causes of
24 action do not, under *Countrywide*, they're insufficient to support a claim
25 of punitive damages. Plaintiff completely sidesteps that argument and

1 completely fails to address the precedent of the *Countrywide* case. We
2 echo the sentiments of our -- our co-defendant and we believe that this
3 proposed amendment should be disallowed as futile.

4 MR. IQBAL: Your Honor, very quickly.

5 THE COURT: Yeah, of course.

6 MR. IQBAL: Counsel just said that we ignored *Countrywide*.
7 It's in our reply, page 8 of 12, lines 14 to 22.

8 THE COURT: Sure.

9 MR. IQBAL: And then going to Thyssenkrupp's argument that
10 this was produced long ago, April 18, 2017, was their Rule 16. The
11 second supplemental was November 6, 2017. We didn't sit on our
12 hands after that, because we just got a few e-mails. We sent out
13 exhaustive discovery, and based on those e-mails, started doing multiple
14 depositions, which we've done. So there's been no diligence.

15 I just wanted to correct the record, Your Honor. Thank you.

16 THE COURT: Sure. All right. Got a couple of questions.
17 With reference back to the first amended complaint. Okay.

18 MR. IQBAL: Yes.

19 THE COURT: Part of Thyssenkrupp's argument is on the
20 Roes, right? So paragraph 7 is your Roes.

21 The true names and capacity of each defendant Roe business
22 entities 1 through 100 are presently unknown to Plaintiffs, who
23 therefore sue said defendants by such fictitious names. Defendants
24 are informed and believed and therefore allege that each defendant
25 designated Roe Business Entities 1 through 100 are legally

1 responsible for the events referred to herein. The first amended
2 complaint will be amended to include them when their true names
3 and capacities become known.

4 So would you argue that that is or is not sufficient to put --

5 MR. IQBAL: Your Honor, under -- under the standard, we --
6 we knew of Thyssenkrupp, obviously, they were brought in. We did not
7 know of their role in -- in the defects, we did not role -- know their role in
8 the maintenance, we did not know that these e-mails were going back
9 and forth and that they sat on their hands, Your Honor.

10 And so when you look at 15(a), when you look at *Costello*, you
11 can relate back, you can relate back when the -- when there's no
12 prejudice. And they've literally conducted discovery, which is still
13 ongoing, as if they've been in this -- against Plaintiffs.

14 Separately, even under *Nurenberger*, which again, *Costello*, it
15 clearly points out, is -- is dicta and overruled, even under *Nurenberger*,
16 even under that flawed analysis that Thyssen has, you -- let me -- let me
17 quote it and then I'll sit down.

18 THE COURT: Yeah, sure.

19 MR. IQBAL: *Nurenberger* holds the right to amend and relate
20 back shall rarely be denied Plaintiffs irrespective of the extent of the
21 delay whenever the intended defendant has sought in any way to
22 mislead or deceive the complaining party.

23 That's *Nurenberger*, if they want to rely on that. And what did
24 we do, Your Honor? We -- we added actual transcripts from the
25 depositions of their own engineer and their own second supplemental,

1 which was e-served on November -- November 6th, 2017. And the
2 evidence is -- is staring all of us in the face.

3 Thank you, Your Honor.

4 THE COURT: And the court agrees. The court's going to
5 grant the Motion for Leave for the Second Amended Complaint in its
6 entirety. While the court's appreciative of the excellent oral arguments in
7 the pleadings of all the parties, since there's reference, I mean, each
8 case is different. I have to look at the facts in each case. I have to look
9 at the diligence in each case. I have to look at the information that's
10 available in each case.

11 And in this case, when I look at the totality and look in the
12 applicable case law, that would be what this court has to analyze, this
13 court's going to find it's appropriate for the Motion for Leave the Second
14 Amended Complaint. This is very different from the other case. I've got
15 to get Thyssenkrupp in there. When I look at the Golden Nugget, it is --
16 while it's excellently been drafted, it's still -- a plethora of Supreme Court
17 and appellate court cases says that this court should grant the Motion for
18 Leave the Second Amended Complaint. The court's going to grant.

19 Is that going to be filed 10 days from this entry of order? Or
20 how much time do you need to file it? And if whatever time you say, I'm
21 going to ask the other parties what they -- their viewpoint is.

22 MR. IQBAL: Your Honor, 10 days is -- is perfectly fine.

23 THE COURT: 10 days from notice of entry?

24 MR. IQBAL: 10 business days under the -- under the rule.

25 THE COURT: Yeah. Does that work for the other parties?

1 MS. MASTRANGELO: Doesn't make a difference to me,
2 Judge.

3 MS. McLEOD: That's fine.

4 THE COURT: Okay. So then when you draft your order, put
5 that the -- the second amendment's going to be filed within 10 business
6 days after Notice of Entry of order. And you all might want to stay tuned
7 on a lot of those NRCP changes coming down the pike.

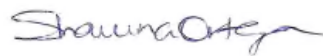
8 Have a great one. Thank you so very much.

9 MR. IQBAL: Thank you, Your Honor.

10 [Proceedings concluded at 9:53 a.m.]

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18 ATTEST: I do hereby certify that I have truly and correctly transcribed the
19 audio/video proceedings in the above-entitled case to the best of my
20 ability.

21 

22 Shawna Ortega, CET*562

NEOJ

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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 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

PLEASE TAKE NOTICE that the Order Granting Motion for Leave to File Second Amended Complaint, a copy of which is attached hereto as Exhibit A, has been entered on September 12, 2018.

Dated this 12th day of September 2018.

IQBAL LAW PLLC

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

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

Christopher Mathews (NSB #10674)

Attorneys for Plaintiffs Joe N. Brown and

Nettie J. Brown

NOTICE OF ENTRY OF ORDER

1 of 2

JNB00620

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 12th day of September 2018, I caused to be served a true and correct copy of foregoing
4 **NOTICE OF ENTRY OF ORDER** regarding the Order Granting Motion for Leave to File
5 Second Amended Complaint 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

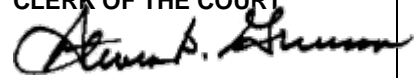
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DISTRICT COURT
CLARK COUNTY, NEVADA

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.; THYSSENKRUPP ELEVATOR CORP., a foreign corporation; DOE INDIVIDUALS 1- 100; and ROE BUSINESS ENTITIES 1-100, Defendants.	Case No.: A-16-739887-C Dept. No.: XXXI SECOND AMENDED COMPLAINT (Amount in Controversy Exceeds \$50,000 Arbitration Exemption Requested)
AND ASSOCIATED CASES	

COME NOW, Plaintiffs Joe N. Brown and Nettie J. Brown by and through their attorneys of record, Iqbal Law PLLC, file this Second 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; Thyssenkrupp Elevator Corp., a foreign corporation; DOE Individuals 1-100 and ROE Business Entities 1-100; and allege as follows:

///

1 **I. THE PARTIES**

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

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

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

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

12 5. Defendant Thyssenkrupp Elevator Corporation ("TKE") is a foreign corporation
13 doing business in Clark County and throughout the State of Nevada (the Nugget Defendants and
14 TKE are referred to herein collectively as the "Defendants").

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

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

25 8. The true names and capacities of Defendants ROE Business Entities 1 through
26 100 are presently unknown to Plaintiffs, who therefore sue said Defendants by such fictitious
27 names. Plaintiffs are informed and believe, and therefore allege, that each Defendant designated
28

as ROE Business Entities 1 through 100 are legally responsible for the events referred to herein. This Second Amended Complaint will be amended to include them when their true names and capacities become known.

II. ALLEGATIONS COMMON TO ALL CLAIMS

9. On or about May 11, 2015, Joe and Nettie Brown traveled, with members of their family, from their Las Vegas home to vacation in Laughlin, Nevada.

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

11. 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 the "down" escalator installed at the Laughlin Nugget.

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

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

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

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

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

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

18. Pursuant to NRS 42.001 *et seq.*, a plaintiff may recover punitive damages in addition to compensatory damages for the sake of example and by way of punishing the defendant. Here, defendants acted with, among other things, malice, both express and implied – meaning conduct that is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or safety of others. Conscious disregard means the knowledge of the probable harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those consequences.

19. Evidence in this case has shown, among other things, that: (i) the “down” escalator at the Laughlin Nugget had cracked steps, posed substantial risks to the riding public over a period of several years, and was consistently and continuously experiencing safety and maintenance problems, which led to Plaintiffs’ injuries; (ii) defendants were on notice and knew of the escalator’s dangerous condition for years, failed to take the steps to make the escalator safe, and failed to shut down the escalator until it was safe; and (iii) defendants had a conscious disregard of the rights and safety of the riding public, and willfully and deliberately failed to act to make the escalator safe and avoid injuring the public, including Plaintiffs.

III. JURISDICTION

20. The Court has jurisdiction of this matter pursuant to NRS 14.020 and NRS 14.065, as: (i) Defendant Landry's does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here; (ii) Defendants Golden Nugget and GNL are corporations organized under the laws of, and doing business in, this State; and (iii) Defendant TKE does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here.

21. Further, the amount in controversy falls within the jurisdictional limit of this Court.

1 **IV. VENUE**

2 22. 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 Second Amended Complaint.

5 23. 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 24. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-23 above.

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

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

18 27. As the entity responsible for the servicing and repair of the "down" escalator at
19 the Laughlin Nugget, Defendant TKE owed Joe and Nettie Brown a duty of care, to wit: to
20 service and maintain the escalator in such a way as to keep the escalator in a reasonably safe
21 condition for use.

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

25 29. Defendant TKE breached its duty of care by negligently servicing and failing to
26 repair the escalator used to transport persons within the Laughlin Nugget.

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

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

Second Cause of Action – Loss of Consortium

32. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-31 above.

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

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

VI. PRAYER FOR RELIEF

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

a. For an award of compensatory damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), to be proven at trial;

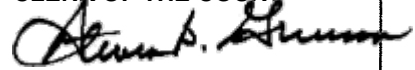
b. For an award of punitive and exemplary damages, in a fair and just amount in the discretion of the Court, for the sake of example and by way of punishing Defendants;

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

///

///

///



ANS
REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 S. Third Street
Las Vegas, Nevada 89101
Phone (702) 383-3400
Fax (702) 384-1460
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Attorneys for 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.;
THYSSENKRUPP ELEVATOR CORP., a
foreign corporation; DOE INDIVIDUALS 1-
100; and ROE BUSINESS ENTITIES 1-100,

Defendants.

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

THYSSENKRUPP ELEVATOR
CORPORATION'S ANSWER TO
SECOND AMENDED
COMPLAINT

AND ALL OTHER RELATED ACTIONS.

Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and through its
attorneys, ROGERS, MASTRANGELO, CARVALHO & MITCHELL, in response to Plaintiffs'
Second Amended Complaint on file herein, admits, denies and alleges as follows:

THE PARTIES

I

Answering Paragraphs 1, 2, 3, 4, 6, 7 and 8 of Plaintiffs' Second Amended Complaint on
file herein, Defendant states that it is without knowledge or information sufficient to form a
belief as to the truth of the allegations contained therein and on that basis denies each and every

JNB00629

1 allegation.

2 II

3 Answering Paragraph 5 of Plaintiffs' Second Amended Complaint on file herein,
4 Defendant denies the allegations contained therein, save and except Defendant admits that it is a
5 foreign corporation doing business in Clark County and throughout the State of Nevada.

6 **ALLEGATIONS COMMON TO ALL CLAIMS**

7 I

8 Answering Paragraphs 9, 10, 12, 15, 16 and 17 of Plaintiffs' Second Amended Complaint
9 on file herein, Defendant states that it is without knowledge or information sufficient to form a
10 belief as to the truth of the allegations contained therein and on that basis denies each and every
11 allegation.

12 II

13 Answering Paragraph 11 of Plaintiffs' Second Amended Complaint on file herein,
14 Defendant states that it is without knowledge or information sufficient to form a belief as to the
15 truth of the allegations contained therein and on that basis denies each and every allegation, save
16 and except Defendant denies that "all four boarded the "down" escalator installed at the Laughlin
17 Nugget."

18 III

19 Answering Paragraphs 13, 14, 18 and 19 of Plaintiffs' Second Amended Complaint on
20 file herein, Defendant denies the allegations contained therein.

21 **JURISDICTION**

22 I

23 Answering Paragraph 20 of Plaintiffs' Second Amended Complaint on file herein,
24 Defendant states that the allegations contained therein constitute conclusions of law and thus
25 require no answer.

1 II

2 Answering Paragraph 21 of Plaintiffs' Second Amended Complaint on file herein,
3 Defendant states that it is without knowledge or information sufficient to form a belief as to the
4 truth of the allegations contained therein and on that basis denies each and every allegation.

5 **VENUE**

6 I

7 Answering Paragraph 22 of Plaintiffs' Second Amended Complaint on file herein,
8 Defendant states that the allegations contained therein constitute conclusions of law and thus
9 require no answer.

10 II

11 Answering Paragraph 23 of Plaintiffs' Second Amended Complaint on file herein,
12 Defendant states that the allegations contained therein constitute conclusions of law and thus
13 require no answer; however, to the extent that they contain allegations of fact, Defendant denies
14 the allegations.

15 **FIRST CAUSE OF ACTION**

16 I

17 Answering Paragraph 24 of Plaintiffs' Second Amended Complaint on file herein,
18 Defendant repeats and realleges its answers to the allegations contained in Paragraphs 1 through
19 23 of the Second Amended Complaint and incorporates the same herein by this reference.

20 II

21 Answering Paragraphs 25, 26 and 27 of Plaintiffs' Second Amended Complaint on file
22 herein, Defendant states that the allegations contained therein constitute conclusions of law and
23 thus require no answer; however, to the extent that they contain allegations of fact, states that it is
24 without knowledge or information sufficient to form a belief as to the truth or falsity of the
25 allegations contained therein and on that basis denies each and every allegation.

1 III

2 Answering Paragraphs 28 and 29 of Plaintiffs' Second Amended Complaint on file
3 herein, Defendant states that the allegations contained therein constitute conclusions of law and
4 thus require no answer; however, to the extent that they contain allegations of fact, Defendant
5 denies the allegations.

6 IV

7 Answering Paragraphs 30 and 31 of Plaintiffs' Second Amended Complaint on file
8 herein, Defendant denies the allegations contained therein.

9 **SECOND CAUSE OF ACTION**

10 I

11 Answering Paragraph 32 of Plaintiffs' Second Amended Complaint on file herein,
12 Defendant repeats and realleges its answers to the allegations contained in Paragraphs 1 through
13 31 of the Second Amended Complaint and incorporates the same herein by this reference.

14 II

15 Answering Paragraph 33 of Plaintiffs' Second Amended Complaint on file herein,
16 Defendant states that it is without knowledge or information sufficient to form a belief as to the
17 truth of the allegations contained therein and on that basis denies each and every allegation.

18 III

19 Answering Paragraph 34 of Plaintiffs' Second Amended Complaint on file herein,
20 Defendant denies the allegations contained therein.

21 **AFFIRMATIVE DEFENSES**

22 **FIRST AFFIRMATIVE DEFENSE**

23 The Second Amended Complaint on file herein fails to state a claim against Defendant
24 upon which relief can be granted.

25 **SECOND AFFIRMATIVE DEFENSE**

26 The incident alleged in the Second Amended Complaint and the resulting damage, if any,
27
28

1 to Plaintiffs was proximately caused or contributed to by the Plaintiffs' own negligence, and such
2 negligence was greater than the negligence, if any, of Defendant.

3 **THIRD AFFIRMATIVE DEFENSE**

4 This answering Defendant alleges that the incident or incidents referred to in the Second
5 Amended Complaint, and all injuries and damages, if any, resulting therefrom, were caused by
6 the acts or omissions of a third party over whom this answering Defendant had no control.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 This answering Defendant alleges that Plaintiffs failed to mitigate their damages, if any.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 All risks and dangers involved in the factual situation described in Plaintiffs' Second
11 Amended Complaint were open, obvious and known to Plaintiff and Plaintiff voluntarily
12 assumed said risks and dangers.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 Recovery of punitive or exemplary damages is barred as NRS 42.005, under which
15 punitive and exemplary damages are recoverable under Nevada law, is unconstitutionally vague
16 under the due process clause of the Fifth Amendment to the United States Constitution and
17 Section 8 of Article I of the Nevada Constitution, and as applied, authorizes an award of punitive
18 or exemplary damages in violation of Defendant's right of equal protection of the law under the
19 United States Constitution, and authorizes an award of punitive damages which would constitute
20 an excessive fine in violation of Section 6 of Article I of the Nevada Constitution.

21 **SEVENTH AFFIRMATIVE DEFENSE**

22 Pursuant to NRCP Rule 11, as amended, all possible affirmative defenses may not have
23 been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the
24 filing of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer
25 to allege additional affirmative defenses if subsequent investigation warrants.

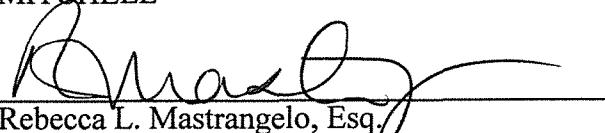
26 WHEREFORE, Defendant, THYSSENKRUPP ELEVATOR CORPORATION, prays as
27
28

1 follows:

- 2 1. That Plaintiffs take nothing by reason of their Second Amended Complaint on file
- 3 herein;
- 4 2. That Defendant be dismissed with costs and attorney's fees incurred herein; and
- 5 3. For such other and further relief as the Court may deem just in the premises.

6 DATED this 11th day of October, 2018.

7 ROGERS, MASTRANGELO, CARVALHO &
8 MITCHELL

9 
10 Rebecca L. Mastrangelo, Esq.
11 Nevada Bar No. 5417
12 700 S. Third Street
13 Las Vegas, Nevada 89101
14 Attorney for Defendant
15 THYSSENKRUPP ELEVATOR CORPORATION
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1 **CERTIFICATE OF SERVICE**

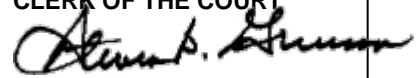
2 Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify
3 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 11 day of
4 October, 2018, a true and correct copy of the foregoing THYSSENKRUPP ELEVATOR
5 CORPORATION'S ANSWER TO SECOND AMENDED COMPLAINT was served via
6 electronic means with the Eighth Judicial District Court, addressed as follows, upon the
7 following counsel of record:

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

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

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An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL



1 **MSJ**

2 LEE J. GRANT II, ESQ.
3 Nevada Bar No. 11808
4 ALEXANDRA B. M^cLEOD, ESQ.
5 Nevada Bar No. 8185
6 GRANT & ASSOCIATES
7 7455 Arroyo Crossing Parkway, Suite 300
8 Las Vegas, Nevada 89113
9 Tel.: (702) 940-3529
10 Fax: (855) 429-3413
11 Alexandra.M^cLeod@aig.com

12 Attorney for Defendants/Third-Party Plaintiffs,
13 GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC.

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

19 vs.

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

28 Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants

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

**DEFENDANTS', LANDRY'S AND
GOLDEN NUGGET, INC.'S, MOTION
FOR SUMMARY JUDGMENT**

Date of hearing:

Time of hearing:

COME NOW Defendants, LANDRY'S, INC. (hereinafter "LANDRY'S") & GOLDEN
NUGGET, INC. (hereinafter "GNI"), by and through their counsel of record, ALEXANDRA B.
M^cLEOD, ESQ., of the law firm of GRANT & ASSOCIATES, and hereby submit the instant

1 Motion for Summary Judgment in the above-entitled action, pursuant to Nevada Rule of Civil
2 Procedure 56 and Nevada Revised Statutes 78.225 and 78.747.

3 This Motion is made and based upon all of the papers and pleadings on file herein, the
4 Points and Authorities hereinafter to follow, and such oral argument and testimony as this
5 Honorable Court may entertain at a hearing of the subject Motion, if so desired.

6 RESPECTFULLY SUBMITTED this 1st day of November, 2018.

7 GRANT & ASSOCIATES

8 

9 ALEXANDRA B. MCLEOD, ESQ.

10 Nevada Bar No. 8185

11 7455 Arroyo Crossing Parkway, Suite 300

12 Las Vegas, Nevada 89113

13 *Attorney for Defendants GNL, LANDRY'S & GNI*

14 **NOTICE OF MOTION**

15 TO: ALL PARTIES HERETO; and

16 TO: COUNSEL OF RECORD FOR ALL PARTIES HERETO:

17 PLEASE TAKE NOTICE that the undersigned will bring the foregoing
18 **DEFENDANTS', LANDRY'S AND GOLDEN NUGGET, INC.'S, MOTION FOR**
19 **SUMMARY JUDGMENT** on for hearing before the above-entitled Court on the 4 day of
20 **Dec.**, 2018, at the hour of **9:30** a.m./~~p.m.~~, in Department 31, or as soon thereafter as
21 counsel may be heard.

22 DATED this 1st day of November, 2018.

23 GRANT & ASSOCIATES

24 

25 ALEXANDRA B. MCLEOD, ESQ.

26 Nevada Bar No. 8185

27 7455 Arroyo Crossing Parkway, Suite 300

28 Las Vegas, Nevada 89113

Attorney for Defendants GNL, LANDRY'S & GNI

POINTS & AUTHORITIES

I. INTRODUCTION & STATEMENT OF RELEVANT FACTS

Plaintiff Joe Brown alleges a broken neck resulting from a fall on the down escalator at the Golden Nugget Hotel & Casino in Laughlin, Nevada on May 12, 2015 at 7:28 pm. Plaintiff's Second Amended Complaint alleges the escalator was too loose, unstable, narrow, and shaky (at ¶¶13-14). To the contrary, State Inspector Steve Robertson determined that the incident occurred when Plaintiff stepped in between steps and lost his balance when the steps began to descend. ThyssenKrupp Elevator was the servicing company contracted to maintain and repair the down escalator at Golden Nugget Laughlin prior to and at the time of Plaintiff's fall.

Plaintiffs named GNL, CORP. ("GNL"), and, erroneously, also sued GOLDEN NUGGET, INC., ("GNI") and LANDRY'S, INC. ("LANDRY'S") and alleged that they "collectively" own and operate the Golden Nugget Laughlin. Importantly, however, Plaintiffs do not even allege that LANDRY'S and/or GNI should be subject to liability through the alter ego doctrine. There is no basis (such as improper governance, unity of interest, abuse of the corporate form, or fraud) to pierce the corporate veil here, and none has been alleged.

GNL initially appeared in the action and indicated that it was the only correct entity responsible for the day-to-day operation of the Golden Nugget Laughlin. In fact, GNL has admitted to owning and operating the subject location as evidenced by its admission of the issue in its Answer to Plaintiff's Amended Complaint, at 2:1-3: "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." Notably, the "remaining allegations" that were denied were that the entities jointly own and operate the Golden Nugget Laughlin. Nevertheless, and despite GNL's admission that it owned and operated the Golden Nugget Laughlin, Plaintiff now seeks to proceed to trial against LANDRY'S and GNI when there is no legally cognizable reason for doing so.

As the Court is aware, Defendants GNI and LANDRY'S previously filed, on May 23, 2017, a Motion for Summary Judgment of Plaintiffs' claims as these entities are not proper

parties to this lawsuit. 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. Defendants' Motion was denied on the basis that NRCP 7.1 disclosures had not yet been filed on behalf of the parties and because a typographical error was found in the body of three of Plaintiffs' Interrogatories when responses were prepared on behalf of GNI and LANDRY'S. The MSJ was denied without prejudice on June 27, 2017. Once those errors were corrected,¹ Defendants filed a Motion for Reconsideration on August 1, 2017. The Motion for Reconsideration was denied October 10, 2017 on the basis that the corrected discovery did not meet the standard for reconsideration.

However, discovery is now completed and closed and Plaintiffs have uncovered no evidence either to refute Defendants' assertions regarding corporate structure or to establish that LANDRY'S and GNI have any role in operating the Golden Nugget Laughlin. LANDRY'S and GNI are merely stockholders and, therefore, are not proper Defendants in the case before the Court. With that background in mind, and because neither GNI nor LANDRY'S own, operate, or control the Laughlin Nugget, there can be no dispute that Plaintiffs lack any legal basis to maintain this suit against either entity. 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.

...

¹ On 4-19-17, Plaintiffs served Interrogatories on GNI and Landry's. Verified responses to Plaintiffs' Interrogatories were served on behalf of both defendants on 5-22-17. However, as is noted above, the text of Plaintiffs' Interrogatories contained the following typographical errors:

1. Interrogatory No. 1: GNI added "and/or control."
2. Interrogatory No. 3: Landry's removed an extra comma.
3. Interrogatory No. 6: Landry's added a space and changed "of more" to "or more."

On 7-10-17, GNI and LANDRY'S both served verified, corrected responses to Plaintiffs' Interrogatories correcting the typographical mistakes in the body of Plaintiffs' requests that are noted above. The parties' responses remained unchanged – that GNL was the only entity that owned or operated the Golden Nugget Laughlin, as discussed in previous motions.

II. STATEMENT OF UNDISPUTED FACTS

NRCP 56(c) requires that motions for summary judgment include “a concise statement setting forth each fact material to the disposition of the motion which the party claims is or is not genuinely in issue, citing the particular portions of any pleadings, affidavit, deposition, interrogatory, answer, admission, or other evidence upon which the party relies.” 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 and are enumerated below:

UNDISPUTED FACT	SUPPORTING EVIDENCE
1. Plaintiffs’ allegation is that Defendant LANDRY’S Inc. “owns and operates more than 500 restaurants, hotels, and casino properties through the United States” including GNL, Corp. dba Golden Nugget Laughlin	EXHIBIT A, Plaintiffs’ Second Amended Complaint at ¶¶1, 3
2. Plaintiffs’ allegation is that “together, Defendants LANDRY’S, Golden Nugget, and GNL...own and operate a resort hotel called Golden Nugget Laughlin...”	EXHIBIT A, Plaintiffs’ Second Amended Complaint at ¶4
3. Plaintiffs’ allegation is that “Defendant LANDRY’S does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here”	EXHIBIT A, Plaintiffs’ Second Amended Complaint at ¶20
4. Plaintiffs’ allegation is that LANDRY’S, Golden Nugget, and GNL owed a duty of care to install, operate, and maintain the premises at Golden Nugget Laughlin and, specifically, the escalators	EXHIBIT A, Plaintiffs’ Second Amended Complaint at ¶¶25, 26
5. Plaintiffs’ (operative) Second Amended Complaint is devoid of any allegations that LANDRY’S and/or GNI should be subject to liability through the alter ego doctrine	EXHIBIT A, Plaintiffs’ Second Amended Complaint

6. GNL owns, operates, and manages the Golden Nugget Laughlin	<p>Answer to Plaintiff's Amended Complaint, at 2:1-3</p> <p>EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 2</p> <p>EXHIBIT H, Deed to Golden Nugget Laughlin*</p>
7. GNL was in control on the escalator on the date of the Subject Incident	EXHIBIT B , GNL's Supplemental Response to Plaintiff's Interrogatory 4
8. LANDRY'S does not directly, or indirectly, manage or operate GNL but is merely a stockholder	<p>EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 29</p> <p>EXHIBIT D, LANDRY'S Corrected Responses to Plaintiff's Interrogatories 1, 3, & 4</p> <p>EXHIBIT E, LANDRY'S Supplemental Response to Plaintiff's Interrogatory 1</p> <p>EXHIBIT I, Landry's Gaming, Inc.'s Pre-Dividend Structure</p> <p>EXHIBIT J, Landry's Gaming, Inc.'s Post-Dividend Structure</p>
9. LANDRY'S does not directly, or indirectly, manage or operate the Golden Nugget Laughlin	<p>EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 2</p> <p>EXHIBIT D, LANDRY'S Corrected Responses to Plaintiff's Interrogatories 1, 3, & 4</p> <p>EXHIBIT E, LANDRY'S Supplemental Response to Plaintiff's Interrogatory 1</p>
10. At the time of the incident (5-12-15), 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	<p>EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 29</p> <p>EXHIBIT E, Landry's Supplemental Response to Plaintiff's Interrogatory 1</p> <p>EXHIBIT I, Landry's Gaming, Inc.'s Pre-Dividend Structure</p> <p>EXHIBIT J, Landry's Gaming, Inc.'s Post-Dividend Structure</p>

* Subject to Stipulated Protective Order, to be supplemented pending a SRCR 3 Motion to File Under Seal. Documents previously produced to counsel confidentially as GNL000419-440.

11. GNI is a holding company that owns the outstanding stock of GNL, among other companies.

EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 29

EXHIBIT C, GNL, CORP.'S NRCP 7.1 Disclosure Statement

EXHIBIT F, GNI's Corrected Response to Plaintiff's Interrogatory 2

EXHIBIT I, Landry's Gaming, Inc.'s Pre-Dividend Structure

EXHIBIT J, Landry's Gaming, Inc.'s Post-Dividend Structure

12. GNI does not, directly, or indirectly, manage or operate GNL.

EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 29

EXHIBIT F, GNI's Corrected Responses to Plaintiff's Interrogatories 1 & 4

EXHIBIT G, GNI's Supplemental Responses to Plaintiff's Interrogatory 1

13. GNI does not directly, or indirectly, manage or operate the Golden Nugget Laughlin

EXHIBIT B, GNL's Supplemental Response to Plaintiff's Interrogatory 29

EXHIBIT F, GNI's Corrected Responses to Plaintiff's Interrogatories 1 & 4

EXHIBIT G, GNI's Supplemental Responses to Plaintiff's Interrogatory 1

III. SUMMARY JUDGMENT SHOULD NOT BE REGARDED AS A "DISFAVORED PROCEDURAL SHORTCUT" AND IS WARRANTED IN THE CASE AT BAR

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." Nev. R. Civ. P. 56(c) (emphasis added); *see also Dermody v. City of Reno*, 113 Nev. 207, 931 P.2d 1354 (1997); *Bish v. Guaranty Nat'l Ins. Co.*, 109 Nev. 133, 848 P.2d 1057 (1993); *Butler v. Bogdanovich*, 101 Nev. 449, 451, 705 P.2d 662, 663 (1985); and *Wiltsie v. Baby Grand Corp.*, 105 Nev. 291, 774 P.2d 432 (1989). Furthermore, since Nevada substantially has adopted the Federal Rules of Civil Procedure, federal case law interpreting the operation of those rules

1 becomes persuasive. Here, the movant is the Defendant and, accordingly, the procedure set forth
2 by NRCp 56 is as follows:

3 For defending party. A party against whom a claim, counterclaim, or cross-claim
4 is asserted or a declaratory judgment is sought may, at any time move with or
5 without supporting affidavits for a summary judgment in his favor upon all or any
part thereof.

6 As the Nevada Supreme Court reminded us in *Wood v. Safeway, Inc.*, 121 Nev. 724, 121
7 P.3d 1026 (2005), Rule 56 should not be regarded as a “disfavored procedural shortcut.” Most
8 importantly, the Court dispelled the notion that even the “slightest doubt as to the operative
9 facts” can preclude summary judgment by explicitly abrogating the slightest doubt standard
10 from Nevada jurisprudence. *Id.* at 1031. “While the pleadings and other proof must be construed
11 in a light most favorable to the nonmoving party, that party bears the burden to ‘do more than
12 simply show that there is some metaphysical doubt’ as to the operative facts in order to avoid
13 summary judgment being entered in the moving party's favor.” *Id.* *Wood v. Safeway* is also
14 instructive that “the substantive law controls which factual disputes are material and will
15 preclude summary judgment; other factual disputes are irrelevant” *Id.* (quoting *Anderson v.*
16 *Liberty Lobby, Inc.*, 477 U.S. 242, 248 [1986]).

17 “To establish entitlement to judgment as a matter of law, defendant need only negate one
18 element of plaintiff's case (*i.e.*, duty, breach, causation, or damages).” *Harrington v. Syufy*
19 *Enters.*, 113 Nev. 246, 248, 931 P.2d 1378, 1380 (1997); *see also, Bulbman, Inc. v. Nevada*
20 *Bell*, 108 Nev, 105, 112 (1992); *Van Cleave v. Kietz–Mill Minit Mart*, 97 Nev. 414, 633 P.2d
21 1220, 1222 (1981) (holding that if the movant can show that one of the elements is clearly
22 lacking as a matter of law, summary judgment is proper). Once this initial responsibility has
23 been satisfied, the burden shifts to the non-moving party to show – by affidavit or otherwise –
24 specific facts that demonstrate the existence of a genuine issue for trial or have summary
25 judgment entered against them. *Maine v. Stewart*, 109 Nev. 721, 727, 857 P.2d 755, 759 (1993);
26 *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 294 (1983). Furthermore, the evidence
27 presented to defeat summary judgment must be admissible and sufficient to overcome a NRCp
28 56(c)(2) objection.

1
2 **IV. BECAUSE THE ACTIONS OF A SUBSIDIARY COMPANY ARE NOT**
3 **ATTRIBUTABLE TO ANY PARENT CORPORATION, LANDRY'S AND GNI**
4 **ARE ENTITLED TO SUMMARY JUDGMENT HERE**

5 Pursuant to NRCP 17(b), the capacity of an individual or entity to sue or be sued is
6 determined by the law of this State. The persons or entities who own a corporation are its
7 stockholders. *See* NRS 78.010(1)(i). Longstanding Nevada law insulates individual stockholders
8 or parent companies from direct liability. Importantly, pursuant to NRS 78.225 and NRS
9 78.747, a stockholder is not individually liable in a negligence-based tort action against the
10 corporation solely by virtue of being a stockholder, unless that stockholder acts as the alter ego
11 of the corporation.²

12 Further, “Under the principle of corporate separateness, the actions of a subsidiary
13 company are generally not attributable to its parent corporation.” *Viega GmbH v. Eighth Jud.*
14 *Dist. Ct.*, 130 Nev. 368, 380, 328 P.3d 1152, 1161 (2014), *citing*, *Dole Food Co. v. Patrickson*,
15 538 U.S. 468, 474 (2003) (“The doctrine of piercing the corporate veil [not plead in Brown’s
16 case], however, is the rare exception, applied in the case of fraud or certain other exceptional
17 circumstances”). The amount of control typical in a parent-subsidary relationship is insufficient
18 to demonstrate agency. *Viega GmbH, supra*, 130 Nev. at 380, 328 P.3d at 1160 (explaining
19 reasoning by reference to cases in string citation); *see also MGM Grand, Inc. v. Eighth Judicial*
20 *Dist. Court*, 107 Nev. 65, 68–69, 807 P.2d 201, 203 (1991) (holding that Walt Disney
21 Company's Nevada subsidiaries' contacts could not be imputed to Disney because it “exercise[d]
22 no more control over its [Nevada] subsidiaries than [wa]s appropriate for a sole shareholder of a
23 corporation”).

24 Here, the Plaintiffs impermissibly seek to hold the stockholders liable for the alleged
25 negligence of GNL, Corp. solely by virtue of holding stock. But the undisputed facts establish
26 ***neither GNI nor LANDRY'S directly owns or operates the Golden Nugget Laughlin.*** All day-
27 to-day activities relating to the operation and management are conducted by GNL employees.

28 ² Again, Plaintiffs’ have made no alter ego allegations in the case at bar.

1 See **EXHIBIT B**, GNL's Supplemental response to Interrogatory 29. GNI is a holding company
2 that does not, directly or indirectly, manage or operate GNL. *Id.* Furthermore, LANDRY'S,
3 neither directly nor indirectly, through one or more of its subsidiaries, operates or controls GNL.
4 Rather LANDRY'S wholly owned subsidiaries operate restaurants *inside* the casino. See
5 **EXHIBIT D**, LANDRY'S Corrected response to Interrogatory 3. In fact, LANDRY'S is not even
6 in the direct chain of ownership of GNL.

7 While GNI and LANDRY'S may be GNL's parents (or, more appropriately in the
8 instance of LANDRY'S, a remote great-grandparent), there is no basis for keeping them in the
9 action under Nevada law. To do so would subject every stockholder of a corporation to suit,
10 frustrating the very purposes of and negating the protections of incorporation. This slippery
11 slope is especially precarious in Nevada where protection of corporations and limited liability
12 companies is sacrosanct. (So much so that our State is sometimes referred to as the "Delaware
13 of the West" because of its statutory protections and resulting popularity for business
14 formation.) If Plaintiffs are allowed to take LANDRY'S and GNI to trial for an injury on a
15 Golden Nugget Laughlin escalator, the protections afforded to stakeholders, as intended and
16 enacted by the Nevada Legislature, would have no meaning whatsoever.

17 Perhaps if there was some risk that GNL was underfunded, undercapitalized, or
18 underinsured or discovery had revealed some abuse of the corporate form, Plaintiffs' naming of
19 stockholder entities would be justified. To the contrary, GNL owns and operates the Golden
20 Nugget Laughlin casino with assets and insurance adequate to compensate these Plaintiffs
21 should they prove their case at trial. As such, to subject stakeholder, parent and grandparent
22 companies to liability for GNL's day-to-day operation of the Golden Nugget Laughlin and its
23 escalators offends the protections of NRS Chapter 78.

24 ...

26 ...

28 ...

1 **V. CONCLUSION**

2 WHEREFORE, because neither LANDRY'S or GNI operates the Golden Nugget
3 Laughlin and its escalators, and NRS 78.225 and 78.747 protect both entities from liability
4 simply due to their stakeholder status, summary judgment in favor of LANDRY'S and GNI is
5 necessary here. Furthermore, once dismissed pursuant to summary judgment, both entities
6 should be removed from the case caption.

7 RESPECTFULLY SUBMITTED this 1st day of November, 2018.

8 GRANT & ASSOCIATES

9 

10 ALEXANDRA B. MCLEOD, ESQ.

11 Nevada Bar No. 8185

12 7455 Arroyo Crossing Parkway, Suite 300

13 Las Vegas, Nevada 89113

14 *Attorney for Defendants GNL, LANDRY'S & GNI*

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 1st day of November, 2018 I caused a true and correct copy of the foregoing **DEFENDANTS', LANDRY'S AND GOLDEN NUGGET, INC.'S, MOTION FOR SUMMARY JUDGMENT** 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 EDCR 7.26, to be sent via facsimile; and/or

 X Pursuant to EDCR 7.26, by transmitting via the Court's electronic filing services by the document(s) listed above to the Counsel set forth on the service list.

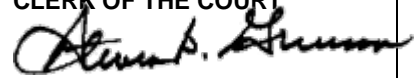
/s/ Camie DeVoge

An Employee of GRANT & ASSOCIATES

EXHIBIT A

EXHIBIT A

JNB00648



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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.;
THYSSENKRUPP ELEVATOR CORP., a
foreign corporation; DOE INDIVIDUALS 1-
100; and ROE BUSINESS ENTITIES 1-100,

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

SECOND AMENDED COMPLAINT

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

AND ASSOCIATED CASES

COME NOW, Plaintiffs Joe N. Brown and Nettie J. Brown by and through their attorneys of record, Iqbal Law PLLC, file this Second 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; Thyssenkrupp Elevator Corp., a foreign corporation; DOE Individuals 1-100 and ROE Business Entities 1-100; and allege as follows:

///

SECOND AMENDED COMPLAINT

1 of 7

JNB00649

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, "Nugget 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. Defendant Thyssenkrupp Elevator Corporation ("TKE") is a foreign corporation doing business in Clark County and throughout the State of Nevada (the Nugget Defendants and TKE are referred to herein collectively as the "Defendants").

6. 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.

7. 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 Second Amended Complaint will be amended to include them when their true names and capacities become known.

8. 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 Second Amended Complaint will be amended to include them when their true names and capacities become known.

II. ALLEGATIONS COMMON TO ALL CLAIMS

9. On or about May 11, 2015, Joe and Nettie Brown traveled, with members of their family, from their Las Vegas home to vacation in Laughlin, Nevada.

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

11. 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 the "down" escalator installed at the Laughlin Nugget.

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

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

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

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

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

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

18. Pursuant to NRS 42.001 *et seq.*, a plaintiff may recover punitive damages in addition to compensatory damages for the sake of example and by way of punishing the defendant. Here, defendants acted with, among other things, malice, both express and implied – meaning conduct that is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or safety of others. Conscious disregard means the knowledge of the probable harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those consequences.

19. Evidence in this case has shown, among other things, that: (i) the “down” escalator at the Laughlin Nugget had cracked steps, posed substantial risks to the riding public over a period of several years, and was consistently and continuously experiencing safety and maintenance problems, which led to Plaintiffs’ injuries; (ii) defendants were on notice and knew of the escalator’s dangerous condition for years, failed to take the steps to make the escalator safe, and failed to shut down the escalator until it was safe; and (iii) defendants had a conscious disregard of the rights and safety of the riding public, and willfully and deliberately failed to act to make the escalator safe and avoid injuring the public, including Plaintiffs.

III. JURISDICTION

20. The Court has jurisdiction of this matter pursuant to NRS 14.020 and NRS 14.065, as: (i) Defendant Landry's does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here; (ii) Defendants Golden Nugget and GNL are corporations organized under the laws of, and doing business in, this State; and (iii) Defendant TKE does business in the State of Nevada and has purposefully established minimum contacts in Nevada by conduct and connection such that it should reasonably anticipate being held into court here.

21. Further, the amount in controversy falls within the jurisdictional limit of this Court.

1 **IV. VENUE**

2 22. 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 Second Amended Complaint.

5 23. 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 24. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-23 above.

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

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

18 27. As the entity responsible for the servicing and repair of the "down" escalator at
19 the Laughlin Nugget, Defendant TKE owed Joe and Nettie Brown a duty of care, to wit: to
20 service and maintain the escalator in such a way as to keep the escalator in a reasonably safe
21 condition for use.

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

25 29. Defendant TKE breached its duty of care by negligently servicing and failing to
26 repair the escalator used to transport persons within the Laughlin Nugget.

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

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

Second Cause of Action – Loss of Consortium

32. Plaintiffs re-allege each and every allegation set forth in paragraphs 1-31 above.

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

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

VI. PRAYER FOR RELIEF

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

a. For an award of compensatory damages in an amount in excess of Fifty Thousand Dollars (\$50,000.00), to be proven at trial;

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

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

///

///

///

EXHIBIT B

EXHIBIT B

JNB00656

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Attorney for Defendant
GNL, CORP.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,)	CASE NO.: A-16-739887-C
NETTIE J. BROWN, an individual,)	DEPT. NO.: XXXI
Plaintiffs,)	
)	
vs.)	DEFENDANT GNL, CORP.'S
)	SUPPLEMENTAL RESPONSES TO
LANDRY'S, INC., a foreign corporation;)	PLAINTIFF'S FIRST SET OF
GOLDEN NUGGET, INC. a Nevada)	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 GNL, CORP. (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 supplemental responses to Plaintiff's First Set of Interrogatories as follows (**supplemental information is identified in bold*):

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 . . .

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.

...

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

SUPPLEMENTAL 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.

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

INTERROGATORY NO. 16:

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

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: 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.

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 NRCP 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 NRCP 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

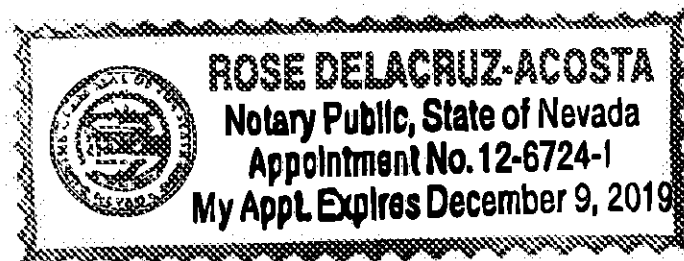
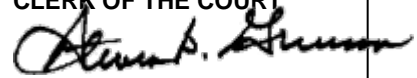


EXHIBIT C

EXHIBIT C

JNB00669



DSST
ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
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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
GNL, CORP., 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**

) **DEFENDANT GNL, CORP.'S**
) **NRCP 7.1 DISCLOSURE**
) **STATEMENT**

///

DEFENDANT GNL, CORP.'S NRCP 7.1 DISCLOSURE STATEMENT

Defendant GNL, CORP., by and through its attorneys, the law office of Grant & Associates, hereby provides its disclosure statement as required pursuant to Nevada Rules of Civil Procedure 7.1.

GNL, CORP.'s parent corporation is Golden Nugget, Inc. No publicly held corporation owns 10% or more of its stock.

WHEREFORE, the aforesaid Defendant, GNL, CORP., by and through its undersigned counsel, respectfully submits its Disclosure Statement as required pursuant to NRCP 7.1.

DATED this 30th 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
GNL, CORP., GOLDEN NUGGET, INC. and
LANDRY'S, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 30th day of June, 2017, I served a true and correct copy of the foregoing **DEFENDANT GNL, CORP.'S NRCP 7.1 DISCLOSURE STATEMENT** 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

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, NV 89101
Ph: 702-383-3400
Fax: 702-384-1460
rmastrangelo@rmcmlaw.com
Attorney for Thyssenkrupp Elevator Corporation

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

EXHIBIT D

EXHIBIT D

JNB00673

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Facsimile No. (855) 429-3413

RSPN
ANNALISA N. GRANT, ESQ.
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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
CORRECTED 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 Plaintiffs' First Set of Requests for
14 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%) or 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 10th day of July, 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

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 10th day of July, 2017, I served a true and correct copy of the foregoing **DEFENDANT LANDRY'S, INC.'S CORRECTED 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)
COUNTY OF HARRIS) ss

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 CORRECTED 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.

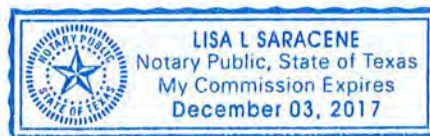
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 7th day of July, 2017.

[Signature]
LANDRY'S, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 7 day of July, 2017.



[Signature]
NOTARY PUBLIC
For said County and State

JNB00681

EXHIBIT E

EXHIBIT E

JNB00682

RSPN
LEE J. GRANT II, ESQ.
Nevada Bar No. 11808
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Phone: (702) 940-3529
Fax: (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
SUPPLEMENTAL RESPONSES TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES

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

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 Plaintiffs' First Set of Requests for
14 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.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1 – AS MODIFIED:

On the date of the incident, Landry's, Inc. did not have an ownership interest in Golden Nugget Laughlin. See, Defendant's Disclosures at HH.

DATED this 21st day of November, 2017.

GRANT & ASSOCIATES

/s/ Lee J. Grant II, Esq.

LEE J. GRANT II, ESQ.

Nevada Bar No. 11808

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Attorney for Defendant,
LANDRY'S, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 21ST day of July, 2017, I served a true and correct copy of the foregoing **DEFENDANT LANDRY'S, INC.'S SUPPLEMENTAL 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 SUPPLEMENTAL 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.

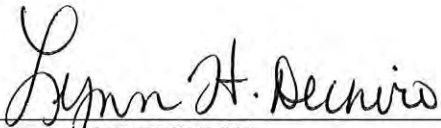
FURTHER AFFIANT SAYETH NAUGHT.

DATED this 21st day of November, 2017.


LANDRY'S, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 21st day of November, 2017.


NOTARY PUBLIC

For said County and State



JNB00688

EXHIBIT F

EXHIBIT F

JNB00689

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

RSPN
ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
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7455 Arroyo Crossing Parkway, Suite 300
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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 CORRECTED 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 Plaintiffs' First Set of Requests for
14 Admissions to Defendant Golden Nugget, Inc. was anything other than an unqualified
15 admission, DESCRIBE the process by which YOU divested YOURSELF of ownership and/or
16 operation of the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada,
17 including without limitation the dates the divestiture took place and the PERSON to whom you
18 divested such ownership and/or operation.

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 10th day of July, 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 10th day of July, 2017, I served a true and correct copy of the foregoing **DEFENDANT GOLDEN NUGGET, INC.'S CORRECTED 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 CORRECTED 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 7th day of July, 2017.


GOLDEN NUGGET, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 7 day of July, 2017.


NOTARY PUBLIC
For said County and State



EXHIBIT G

EXHIBIT G

JNB00697

RSPN
LEE J. GRANT II, ESQ.
Nevada Bar No. 11808
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113
Phone: (702) 940-3529
Fax: (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 SUPPLEMENTAL RESPONSES
TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES**

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

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 Plaintiffs' First Set of Requests for
14 Admissions to Defendant Golden Nugget, Inc. was anything other than an unqualified
15 admission, DESCRIBE the process by which YOU divested YOURSELF of ownership and/or
16 operation of the Golden Nugget hotel, casino, and entertainment resort in Laughlin, Nevada,
17 including without limitation the dates the divestiture took place and the PERSON to whom you
18 divested such ownership and/or operation.

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.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1 – AS MODIFIED:

On the date of the incident, Golden Nugget, Inc. did not have an ownership interest in Golden Nugget Laughlin. See, Defendant's Disclosures at HH. However, Golden Nugget, Inc. did have an ownership interest in GNL, Corp. and GNL, Corp. did have an ownership interest in Golden Nugget Laughlin. See, Defendant's Disclosures at FF.

DATED this 21st day of November, 2017.

GRANT & ASSOCIATES

/s/ Lee J. Grant II, Esq.

LEE J. GRANT II, ESQ.
Nevada Bar No. 11808
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 21st day of November, 2017, I served a true and correct copy of the foregoing **DEFENDANT GOLDEN NUGGET, INC.'S SUPPLEMENTAL 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 SUPPLEMENTAL 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 21st day of November, 2017.


GOLDEN NUGGET, INC. Authorized Agent

SUBSCRIBED and SWORN to before me

This 21st day of November, 2017.



NOTARY PUBLIC
For said County and State



JNB00703

EXHIBIT H

EXHIBIT H

JNB00704

CONFIDENTIAL

**WILL BE PROVIDED TO
PARTIES AND COURT
FOR IN-CAMERA
REVIEW**

JNB00705

EXHIBIT I

EXHIBIT I

JNB00706

CONFIDENTIAL

**WILL BE PROVIDED TO
PARTIES AND COURT
FOR IN-CAMERA
REVIEW**

JNB00707

EXHIBIT J

EXHIBIT J

JNB00708

CONFIDENTIAL

**WILL BE PROVIDED TO
PARTIES AND COURT
FOR IN-CAMERA
REVIEW**

JNB00709