

**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,

vs.

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 6**

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Dated June 10, 2022.

Respectfully submitted,

IQBAL LAW PLLC

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

### **CERTIFICATE OF SERVICE**

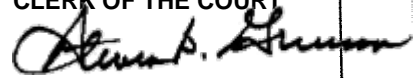
I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 6** to be served as follows:

\_\_\_ 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**



1 **MLIM**  
2 REBECCA L. MASTRANGELO, ESQ.  
3 Nevada Bar No. 5417  
4 ROGERS, MASTRANGELO, CARVALHO & MITCHELL  
5 700 South Third Street  
6 Las Vegas, Nevada 89101  
7 Phone (702) 383-3400  
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9 rmastrangelo@rmcmclaw.com  
10 Attorneys for Defendant/Third-Party Defendant  
11 THYSSENKRUPP ELEVATOR CORPORATION

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**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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

13 Plaintiffs,

14 vs.

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

18 Defendants.

19 GNL, CORP., a Nevada corporation;

20 Third-Party Plaintiff,

21 vs.

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

26 Third-Party Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

Date of Hearing:  
Time of Hearing:

**DEFENDANT/THIRD PARTY DEFENDANT THYSSENKRUPP ELEVATOR**  
**CORPORATION'S MOTION IN LIMINE #7 RE: CLAIM THAT THYSSENKRUPP**  
**"HID" OR FAILED TO PRODUCE EVIDENCE**


JNB00981

1 Defendant/Third-Party Defendant, thyssenkrupp Elevator Corporation ("TKE"), by and  
2 through its attorney of record, REBECCA L. MASTRANGELO, ESQ., of the law firm of ROGERS,  
3 MASTRANGELO, CARVALHO & MITCHELL, hereby submits its Motion in Limine #7 re: Claim  
4 that thyssenkrupp "hid" or failed to produce evidence.

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

8 DATED this 13<sup>th</sup> day of November, 2018.

9 ROGERS, MASTRANGELO, CARVALHO  
10 & MITCHELL

11   
12 REBECCA L. MASTRANGELO, ESQ.  
13 Nevada Bar No. 5417  
14 700 S. Third Street  
15 Las Vegas, Nevada 89101  
16 Attorney for Defendant/Third-Party Defendant  
17 THYSSENKRUPP ELEVATOR CORPORATION

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1 **NOTICE OF MOTION**


2 TO: ALL INTERESTED PARTIES; and

3 TO: THEIR ATTORNEYS OF RECORD

4 YOU WILL PLEASE TAKE NOTICE that undersigned will bring the foregoing  
5 **DEFENDANT/THIRD PARTY DEFENDANT THYSSENKRUPP ELEVATOR**  
6 **CORPORATION'S MOTION IN LIMINE #7 RE: CLAIM THAT THYSSENKRUPP "HID"**  
7 **OR FAILED TO PRODUCE EVIDENCE** on for hearing before Department XXXI of the Eighth  
8 Judicial District Court in Clark County, Nevada on the 18 day of December, 2018, at  
9 the hour of 9:00 A.m., or as soon thereafter as the matter can be heard.

10 DATED this \_\_\_\_\_ day of November, 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 Defendant/Third-Party Defendant  
19 THYSSENKRUPP ELEVATOR CORPORATION

18 **POINTS AND AUTHORITIES**

19 **I.**

20 **OVERVIEW AND RELIEF SOUGHT**

21 This case involves a fall which occurred on the down escalators at the Golden Nugget  
22 Laughlin Resort and Casino ("GNL"). Three members of Plaintiff Joe Brown's party preceded him  
23 onto the escalator and rode it down with no difficulty. However, when Mr. Brown, who had been  
24 drinking alcohol and who requires a cane to walk, stepped onto the escalator, he was unable to steady  
25 himself and he fell, sustaining personal injuries. Plaintiffs' Second Amended Complaint sounds in  
26 negligence.

27 During the course of this litigation, Plaintiffs' counsel has argued before this Court that  
28 thyssenkrupp "hid" or failed to timely disclose documents. As such, Defendant believes that

1 Plaintiffs' counsel will attempt at trial to introduce evidence or argument of TKE's alleged failure  
2 to "comply" with discovery obligations or argue that TKE "hid" documents. Defendant's belief  
3 stems from a "finding" in the order granting Plaintiffs leave to amend the complaint (Exhibit "A.").  
4 The order states that Plaintiffs were unaware of TKE's role in the maintenance of the escalator until  
5 after their original and first amended complaints were filed, and that TKE withheld evidence  
6 concerning its culpability, which was a "basis" for permitting the amendment. (Exhibit "A.") This  
7 assertion is untrue, as Plaintiffs' received the so called "hidden" documents in the very first ECC  
8 production by GNL on November 9, 2016. (Exhibit "B.") At no time did Defendant TKE hide  
9 documents or fail to comply with discovery obligations. Moreover, if Plaintiffs had any evidence  
10 of such behavior, they should have brought a motion before the Discovery Commissioner or this  
11 Court to resolve the issue.

12 Therefore, Defendant moves to exclude any evidence or arguments by Plaintiffs concerning  
13 the above. There are no grounds for such evidence, and Defendant is not subject to any sanctions  
14 under *Bass-Davis v. Davis*, 122 Nev. 442, 448–49, 134 P.3d 103, 106–07 (2006). Thus, any such  
15 evidence or argument would be unfairly prejudicial.

## 16 II.

### 17 MOTION IN LIMINE

18 Motions in Limine are designed to seek the court's rulings on the admissibility of arguments  
19 and evidence seeking to be admitted or utilized at trial. Such motions are governed by EDCR 2.47,  
20 and must contain an affidavit of counsel setting forth the parties attempts to resolve the matter prior  
21 to the filing of the motion. Defendant has attempted to resolve the factual or legal issues involved  
22 in this motion, as outlined below.

## 23 III.

### 24 AFFIDAVIT OF COUNSEL PURSUANT WITH EDCR 2.47

25 STATE OF NEVADA            )  
  ) ss:  
26 COUNTY OF CLARK            )

27 REBECCA L. MASTRANGELO, being first duly sworn, deposes and says:

28 1. That your Affiant is an attorney licensed to practice law in all the courts in the State

1 of Nevada;

2 2. That your Affiant is counsel of record for Defendant/Third Party Defendant  
3 thyssenkrupp Elevator Corporation in the above captioned matter;

4 3. That your Affiant files the instant Motion in Limine;

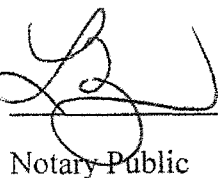
5 4. That prior to filing said Motion, Affiant had a personal telephone call with Plaintiffs'  
6 counsel, Mohamed Iqbal, Esq. on November 13, 2018. At that time, Mr. Iqbal advised that he would  
7 not agree to an order precluding such argument as he felt it was a proper argument which could be  
8 made given his contention that thyssenkrupp did not timely produce documents (a contention that  
9 thyssenkrupp disputes). As such, the instant Motion has become necessary.

10 FURTHER AFFIANT SAYETH NAUGHT.

11 DATED this 13<sup>th</sup> day of November, 2018.

12  
13   
14 REBECCA L. MASTRANGELO, ESQ.

15 SUBSCRIBED AND SWORN to before me  
16 this 13 day of November, 2018.

17   
18 Notary Public



22 IV.

23 LEGAL ARGUMENT

24 A. TKE never withheld or destroyed documents or failed to comply with discovery.

25 Evidentiary sanctions for lost or destroyed evidence in Nevada is controlled by *Bass-Davis*  
26 *v. Davis*, 122 Nev. 442, 134 P.3d 103 (2006). The sanction varies depending on whether the  
27 destruction was intentional or negligent:

28 When evidence is willfully suppressed, NRS 47.250(3) creates a rebuttable presumption that  
the evidence would be adverse if produced. Other courts have determined that willful or  
intentional spoliation of evidence requires the intent to harm another party through the

1 destruction and not simply the intent to destroy evidence.<sup>8</sup> We agree. <sup>\*\*107</sup> Thus, before a  
2 rebuttable presumption that willfully suppressed evidence was adverse to the destroying party  
3 applies, the party seeking the presumption's benefit has the burden of demonstrating that the  
4 evidence was destroyed with intent to harm.<sup>9</sup> When such evidence is produced, the  
5 presumption that the evidence was adverse applies, and the burden of proof shifts to the party  
6 who destroyed the evidence. To rebut the presumption, the destroying party must then prove,  
7 by a preponderance of the evidence, that the destroyed evidence was not unfavorable. If not  
8 rebutted, the fact-finder then presumes that the evidence was adverse to the destroying party.

9 Unlike a rebuttable presumption, an inference has been defined as "[a] logical and reasonable  
10 conclusion of a fact not presented by direct evidence but which, by process of logic and  
11 reason, a trier of fact may conclude exists from the established facts."<sup>11</sup> Although an  
12 inference may give rise to a rebuttable presumption in appropriate cases, an inference simply  
13 allows the trier of fact to determine, based on other evidence, that a fact exists. An inference  
14 is permissible, not required, and it does not shift the burden of proof.

15 As the rebuttable presumption in NRS 47.250(3) applies only when evidence is willfully  
16 suppressed, it should not be applied when evidence is negligently lost or destroyed, without  
17 the intent to harm another party. Instead, an inference should be permitted.<sup>12</sup> As recognized  
18 by the Maryland Court of Special Appeals, "[a]n intentional or willful destruction of the  
19 evidence could support a presumption unfavorable to the [destroyer]; however, the mere  
20 inability to produce the [evidence] would support an adverse inference rather than a  
21 presumption."

22 *Id.* at 448–49.

23 Under NRCP 37(b)(2)(C), when a party fails to make a discovery disclosure pursuant to  
24 NRCP 16.1, the district court may make "[a]n order striking out pleadings or parts thereof ... or  
25 dismissing the action or proceeding or any part thereof, or rendering a judgment by default against  
26 the disobedient party." Non case-concluding discovery sanctions will be upheld if the district court's  
27 sanction order is supported by substantial evidence. *Valley Health Sys., LLC v. Estate of Doe by &*  
28 *through Peterson*, 134 Nev. Adv. Op. 76, 427 P.3d 1021, 1027 (2018).

29 In the present case, TKE never destroyed or failed to produce documents. At the hearing on  
30 Plaintiffs' motion to amend, Plaintiffs argued that both GNL and TKE "hid" emails until the statute  
31 of limitations had expired:

32 Now, what -- the difference again is the strength of the evidence that was hidden from  
33 Plaintiffs for six months after that statute of limitations passed with -- with Thyssen. And --  
34 and Nugget separately, in February of '07 -- '17, in March of '17 stated we're not aware of any  
35 mechanical problems, this, that, and everything.

36 What do we get in November 6th? We get explicit e-mails that both parties hid -- both parties  
37 hid. I mean, I don't know if it gets any better than this. "A serious safety issue for the riding  
38 passengers." The escalator steps are "obsolete, prone to cracking." You know, there's a  
39 difference between that affidavit that was at issue in the earlier case and the strength of the

1 evidence here, the posture of the parties, and the diligence that Plaintiffs have shown here.  
2 So it's -- Thyssen really can't complain about time when their second supplemental with all  
3 of those juicy e-mails that, by the way, back and forth between them and Golden Nugget,  
Nugget didn't share either with Plaintiffs, until that second supplemental came out. So you  
can't complain about time when you've -- when you've hidden evidence for six months.

4 (Exhibit "C.")

5 This argument was absolutely untrue. Plaintiffs were aware that TKE was concerned about  
6 cracks in the escalator stairs because GNL produced the email from TKE discussing the issue on  
7 November 9, 2016. (Exhibit "B.") Defendant TKE asserted at the hearing that Plaintiffs were aware  
8 of these emails far earlier than November 2017. In fact, it was November of 2016 when Plaintiff first  
9 received these emails. (Exhibit "B.")

10 Contrary to Plaintiffs' arguments at the hearing, and the "findings of fact" drafted by  
11 Plaintiffs' counsel, Plaintiffs were clearly put on notice of TKE's role in the maintenance of the  
12 escalator, and that TKE recommended replacement of escalator stairs, prior to the running of the  
13 statute of limitations. These documents were never "hidden" as Plaintiffs argued, and as the order  
14 improperly reflects.

15 Moreover, the hearing was discussing the Plaintiffs' motion to amend the complaint, and had  
16 nothing to do with discovery obligations, or a "finding" for a discovery sanction. Defendant is  
17 concerned that Plaintiffs will now attempt to utilize this "finding" in the motion to amend to  
18 introduce improper evidence at trial.

19 Defendant TKE never withheld documents. There was no intentional, or even negligent  
20 destruction of documents. The "notice" issue Plaintiffs claim TKE "hid" was presented to them in  
21 November of 2016, long before the statute of limitations had expired. (Exhibit "B.")

22 Thus, there are no grounds for requesting any sanction under *Bass-Davis v. Davis*, and  
23 attempting to introduce any evidence or argument that TKE failed to comply with discovery would  
24 be unfairly prejudicial. Plaintiffs never sought an order from the Discovery Commissioner seeking  
25 production of any "hidden" documents, and the Discovery Commissioner never determined that TKE  
26

1 "hid" documents.<sup>1</sup> No evidence of such conduct has been produced, except for an argument  
2 presented during the motion to amend, which is clearly untrue, as shown by the 2016 production.  
3 (Exhibit "B.")

4 Additionally, Plaintiffs were granted leave to amend the complaint and were able, through  
5 discovery, to explore any issues pertaining to TKE's production of documents, and to bring any issue  
6 of noncompliance with document production before the Discovery Commissioner and/or this Court  
7 for an order to compel. They failed to do so and should not now be permitted to argue such a  
8 discovery motion to the jury.


9 V.

10 **CONCLUSION**

11 Based upon all of the foregoing, Defendant respectfully requests that the Court grant the  
12 foregoing Motion in Limine.

13 DATED this 13<sup>th</sup> day of November, 2018.

14 ROGERS, MASTRANGELO, CARVALHO  
15 & MITCHELL

16   
17 REBECCA L. MASTRANGELO, ESQ.  
18 Nevada Bar No. 5417  
19 700 S. Third Street  
20 Las Vegas, Nevada 89101  
21 Attorney for Defendant/Third-Party Defendant  
22 THYSSENKRUPP ELEVATOR CORPORATION  
23  
24  
25  
26

---

27 <sup>1</sup> Plaintiffs' only motion to compel before the Discovery Commissioner did not involve  
28 any alleged improper conduct by TKE and did not involve production of those documents.

**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 13 day of November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD PARTY DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S MOTION IN LIMINE #7 RE: CLAIM THAT THYSSENKRUPP "HID" OR FAILED TO PRODUCE EVIDENCE** was served via electronic means with the Eighth Judicial District Court, addressed as follows, upon the following counsel of record:

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

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



An employee of ROGERS, MASTRANGELO, CARVALHO  
& MITCHELL

EXHIBIT A

JNB00990



*Steven D. Grierson*

**ORDR**

**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](mailto: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 NUGGETT, 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

**ORDER GRANTING MOTION FOR  
LEAVE TO FILE SECOND AMENDED  
COMPLAINT**

AND ASSOCIATED CASES

On August 7, 2018, the Court considered the Motion for Leave to File Second Amended Complaint ("Motion") filed by Plaintiffs Joe N. Brown and Nettie J. Brown (collectively, "Plaintiffs"). Mohamed A. Iqbal, Jr., Esq., appeared on behalf of the Plaintiffs; Alexandra B. McLeod, Esq., appeared on behalf of Landry's Inc., Golden Nugget, Inc., and GNL, Corp. (collectively, the "Nugget Defendants"); and Rebecca L. Mastrangelo, Esq., appeared on behalf of Thyssenkrupp Elevator Corporation ("TKE").

///

**ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED  
COMPLAINT (1 of 6)**

AUG 25 '18 PM 12:43\*

*JCW*

1 Having considered the Motion, the moving and opposition papers filed by the parties, and  
2 the evidence submitted in support thereof, and having heard the arguments of counsel, the Court  
3 enters the following essential:

4 **FINDINGS OF FACT**

5 1. Plaintiffs propose amending their pleadings to add detail regarding the Nugget  
6 Defendants, and to name TKE as a direct defendant.

7 2. The proposed amendments are based on the alleged knowledge of TKE and the  
8 Nugget Defendants of dangerous defects and conditions involving escalators at the Golden Nugget  
9 hotel and casino in Laughlin, Nevada; awareness by TKE and the Nugget Defendants of the risk  
10 posed to the public by those alleged defects and conditions; and the alleged failure by TKE and  
11 the Nugget Defendants to remedy the danger, which Plaintiffs claim resulted in injuries to Plaintiff  
12 Joe N. Brown in the form of a broken neck, and to his wife, Plaintiff Nettie J. Brown, in the form  
13 of loss of consortium.

I LAW LV 14 3. TKE and the Nugget Defendants both oppose the Motion, arguing it should be  
15 denied because it bears a file stamp of 12:01 am on July 4, 2018, one minute after the stipulated  
16 deadline for motions to amend. None of the defendants allege the timing of the Motion prejudiced  
17 the preparation of their responses.

18 4. Plaintiffs provided evidence the Motion was uploaded shortly before midnight on  
19 July 3, 2018, prior to the stipulated deadline. This evidence was not controverted by evidence  
20 from any of the defendants.

21 5. Plaintiffs substantially complied with the deadline for filing the instant Motion.  
22 There is no evidence that the defendants were prejudiced by any delay in the time stamp.

23 6. TKE for its part separately contends the Motion should be denied to the extent it  
24 seeks leave to make TKE a direct defendant because the statute of limitations expired prior to the  
25  
26  
27

28 **ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED  
COMPLAINT (2 of 6)**

JNB00992

1 Motion's filing.<sup>1</sup> TKE did not allege it was prejudiced in preparing its defense by the running of  
2 the statute.

3 7. Plaintiffs' existing complaint alleges their injuries are attributable in part to  
4 negligent maintenance of the escalators at the Golden Nugget in Laughlin.

5 8. Plaintiffs provided evidence that they were unaware of TKE's role as maintainer of  
6 the escalators until after they filed their pleadings. This evidence was not controverted by evidence  
7 from any of the defendants.

8 9. Plaintiffs further provided evidence that TKE did not produce maintenance logs,  
9 emails, and repair orders showing that TKE's engineers knew the escalator steps were "obsolete"  
10 and "prone to develop cracks" that posed "a serious safety issue" for the public and should all be  
11 replaced, until several months after the statute of limitations expired. This evidence was not  
12 controverted by evidence from any of the defendants.<sup>2</sup>

13 10. Plaintiffs provided evidence that after learning of TKE's alleged role and  
14 knowledge, they expeditiously engaged in further discovery regarding the withheld information.  
15 This evidence was not controverted by evidence from any of the defendants.

16 11. Plaintiffs provided evidence that TKE's defense of the case to date has been to  
17 attack the Plaintiffs' underlying claims rather than those of the Nugget Defendants, who sued TKE  
18 prior to the running of the statute of limitations as third-party plaintiffs. This evidence was not  
19 controverted by evidence from any of the defendants.

20 12. The Nugget Defendants for their part contend the Motion should be denied to the  
21 extent it seeks leave to allege claims for punitive damages because such an amendment would be  
22

23  
24 <sup>1</sup> The Nugget Defendants did not make parallel arguments nor join in TKE's opposition.

25 <sup>2</sup> Counsel for TKE noted at the hearing she believed the documents were produced earlier than the  
26 date alleged by Plaintiffs but did not provide evidence to that effect, nor contend the documents  
27 were produced prior to the running of the statute of limitations.

1 futile.<sup>3</sup> The current pleadings contain claims for punitive damages that are substantially similar  
2 to those in the proposed amendment.

3 13. The Nugget Defendants argue the Plaintiffs cannot show they acted with specific  
4 intent to harm the Plaintiffs. The Plaintiffs provided evidence they contend shows the defendants  
5 were aware of various deficiencies in the design and condition of the escalator that posed a  
6 substantial risk to the public and did not fully remedy those deficiencies. This evidence was not  
7 controverted by evidence from any of the defendants.

8 14. Any of the foregoing findings of fact which should more appropriately be  
9 denominated conclusions of law shall be so construed.

10 The Court therefore enters the following essential:

11 **CONCLUSIONS OF LAW**

12 1. Nevada has a long-standing preference for adjudicating issues on their merits. *See*  
13 *e.g., Nev. Power Co. v. Fluor Ill.*, 837 P.2d 1354, 1359 (Nev. 1992); *see also* Nev. R. Civ. P.  
14 (“NRCP”) 1. Because the Motion was filed substantially in compliance with the parties’ stipulated  
15 deadline and the defendants have neither alleged nor demonstrated that they were prejudiced  
16 thereby, the court will decide the Motion on its merits.

17 2. Nevada courts considering civil procedure issues may look to federal court  
18 decisions on analogous federal rules for guidance if the Nevada rule is identical to or mirrors the  
19 federal rule. *Las Vegas Novelty, Inc. v. Fernandez*, 787 P.2d 772, 774 (Nev. 1990); *Executive*  
20 *Mgmt. Ltd. v. Ticor Title Ins. Co.*, 38 P.3d 872, 876 (Nev. 2002). However, the rules at issue here  
21 are neither identical nor mirror images, and the federal cases cited by TKE’s opposition brief are  
22 not to the extent they rely on such differing provisions controlling or persuasive.

23 3. Nevada civil procedure rules, in pertinent part, allow parties to amend their  
24 pleadings by leave of court which is freely given when justice so requires. NRCP 15(a). Whenever  
25

---

26 <sup>3</sup> TKE did not make parallel arguments nor join in the Nugget Defendants’ opposition.  
27

1 the claim or defense asserted in the amended pleading arose out of the conduct, transaction, or  
2 occurrence set forth or attempted to be set forth in the original pleading, the amendment relates  
3 back to the date of the original pleading. NRCP 15(c). This rule is liberally construed to allow  
4 relation back of the amended pleading where the opposing party will be put to no disadvantage.  
5 *Costello v. Casler*, 254 P.3d 631, 634 (Nev. 2011).

6 4. Maintenance of the escalators that allegedly caused Plaintiffs' injuries has always  
7 been an issue known to the parties in this case, including TKE as a third-party defendant. Because  
8 Plaintiffs and the Nugget defendants allege TKE bears responsibility for maintenance of the  
9 escalators, the interests of justice require TKE's inclusion as a direct defendant. Because TKE has  
10 not alleged or demonstrated it will be prejudiced in its defense, the amendment will relate back to  
11 the date of the original pleading. Further, TKE's failure to produce relevant, material evidence  
12 concerning its culpability until after the running of the statute is an additional basis for permitting  
13 the amendment and relation back. *Nurenberger Hercules-Werke GMBH v. Virotek*, 882 P.2d  
14 1100, 1105-06 (Nev. 1991).

15 5. The Nugget Defendants argue the Motion should be denied as futile, because an  
16 award of punitive damages requires proof of specific intent to harm the Plaintiffs. However,  
17 Nevada law also provides for such damages when a defendant engages in "despicable conduct  
18 which is engaged in with a conscious disregard of the rights or safety of others." NRS 42.001(3).  
19 Punitive damages are available when the defendant acts willfully and intentionally and in reckless  
20 disregard of possible results. *Bader v. Cerri*, 609 P.2d 314, 318-19 (Nev. 1980). Conduct  
21 undertaken by a defendant despite knowledge of the probable consequences, including a  
22 substantial risk of harm to the public, may be sufficient to support an award of punitive damages.  
23 *Countrywide Home Loans, Inc. v. Thitchener*, 192 P.3d 243, 255 (Nev. 2008); *Wyeth v. Rowatt*,  
24 244 P.3d 765, 783 n. 11 (Nev. 2010).

25 6. Evidence that the defendants knew of the defective and dangerous condition of the  
26 escalators and of the risk posed to the public by those alleged defects and dangers, but chose to  
27

28 **ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED  
COMPLAINT (5 of 6)**

JNB00995

1 leave the escalators in service, could support an award of punitive damages. Moreover, as the  
2 existing pleadings already contain prayers for punitive damages, denying the Motion would not  
3 change the scope of the Nugget Defendants' potential liability.

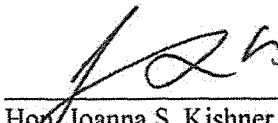
4 7. Any of the foregoing conclusions of law which should more appropriately be  
5 denominated findings of fact shall be so construed.

6 Now, therefore, good cause appearing,

7 **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED** that

8 Plaintiffs' Motion for Leave to File Second Amended Complaint is **GRANTED**. Plaintiffs  
9 shall file their amendment within ten days of notice of entry of this Order.

10 Dated this \_\_\_\_ day of August, 2018.

11  
12  JOANNA S. KISHNER  
13 *me* Hon. Joanna S. Kushner  
District Court Judge, Department XXXI

14 **I LAW LV**

15 Respectfully submitted after circulation to all counsel  
16 appearing at the above-referenced hearing.

17 IQBAL LAW PLLC

18 By: /s/ Mohamed A. Iqbal, Jr.  
Mohamed A. Iqbal, Jr. (NSB #10623)  
19 Christopher Mathews (NSB #10674)

8/24/18  
M.A.I.

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

21  
22  
23  
24  
25  
26  
27  
28 **ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED  
COMPLAINT (6 of 6)**

JNB00996

EXHIBIT B

JNB00997

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

Attorney for Defendant  
GNL, CORP.

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

\* \* \*

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

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

vs.

**DEFENDANT GNL, CORP.'S INITIAL  
LIST OF WITNESSES AND  
DOCUMENTS PURSUANT TO NRCP  
16.1 DISCLOSURE**

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

Defendants.

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

**I.**

**WITNESSES**

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

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



1 medical treatment, and any other related matters.

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

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

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

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

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

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

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

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

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

...

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

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

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

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

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

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

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

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

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

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

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

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

3 II.  
4 DOCUMENTS

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

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

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

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28

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

4 DATED this 9<sup>th</sup> day of November, 2016.

5 GRANT & ASSOCIATES

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

7 \_\_\_\_\_  
LEE J. GRANT II, ESQ.

8 Nevada Bar No. 11808

9 7455 Arroyo Crossing Parkway, Suite 300

10 Las Vegas, Nevada 89113

11 Attorney for Defendant

12 GNL, CORP.  
13  
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1 **CERTIFICATE OF SERVICE**

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

5 **16.1 DISCLOSURE** by serving as follows:

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

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

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

10  
11 Mohamed A. Iqbal, Jr., Esq.  
12 Christopher Mathews, Esq.  
13 101 Convention Center Drive, Suite 1175  
14 Las Vegas, NV 89109  
15 Ph: 702-750-2950  
16 Fax: 702-825-2841  
17 mal@llawlv.com  
18 *Attorney for Plaintiffs*

19  
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25  
26  
27  
28  
*/s/ Diana Smith*

\_\_\_\_\_  
An Employee of  
GRANT & ASSOCIATES

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

EXHIBIT E

EXHIBIT E

JNB01004

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

DOWNES 05/14/2015 0927



## Digital Media List

## Digital Media # 1

Title	Description
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Prepared By:  
RYAN KNUPP(187707)

Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927

Digital Media # 2

Title	Description
-------	-------------



Prepared By:  
RYAN KNUPP(187707)

Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927

## Digital Media # 3

Title

Description



Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

Signature

Reviewed By/Date

DOWNS 05/14/2015 0927



## Digital Media # 4

Title	Description
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Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2057

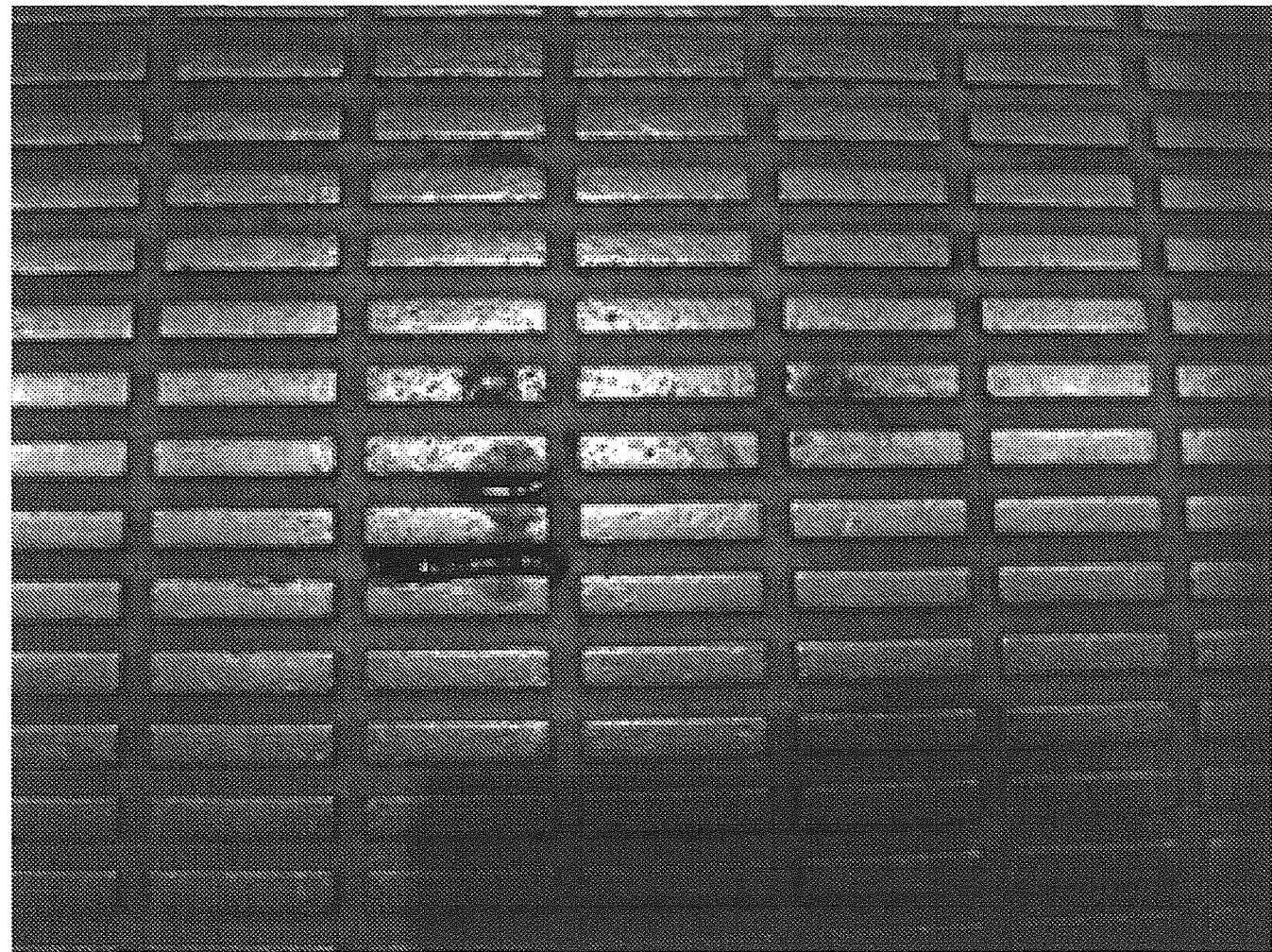
Signature

Reviewed By/Date

DOWNS 05/14/2015 0927

Digital Media # 5

Title	Description
-------	-------------



Prepared By:  
RYAN KNUPP(187707)

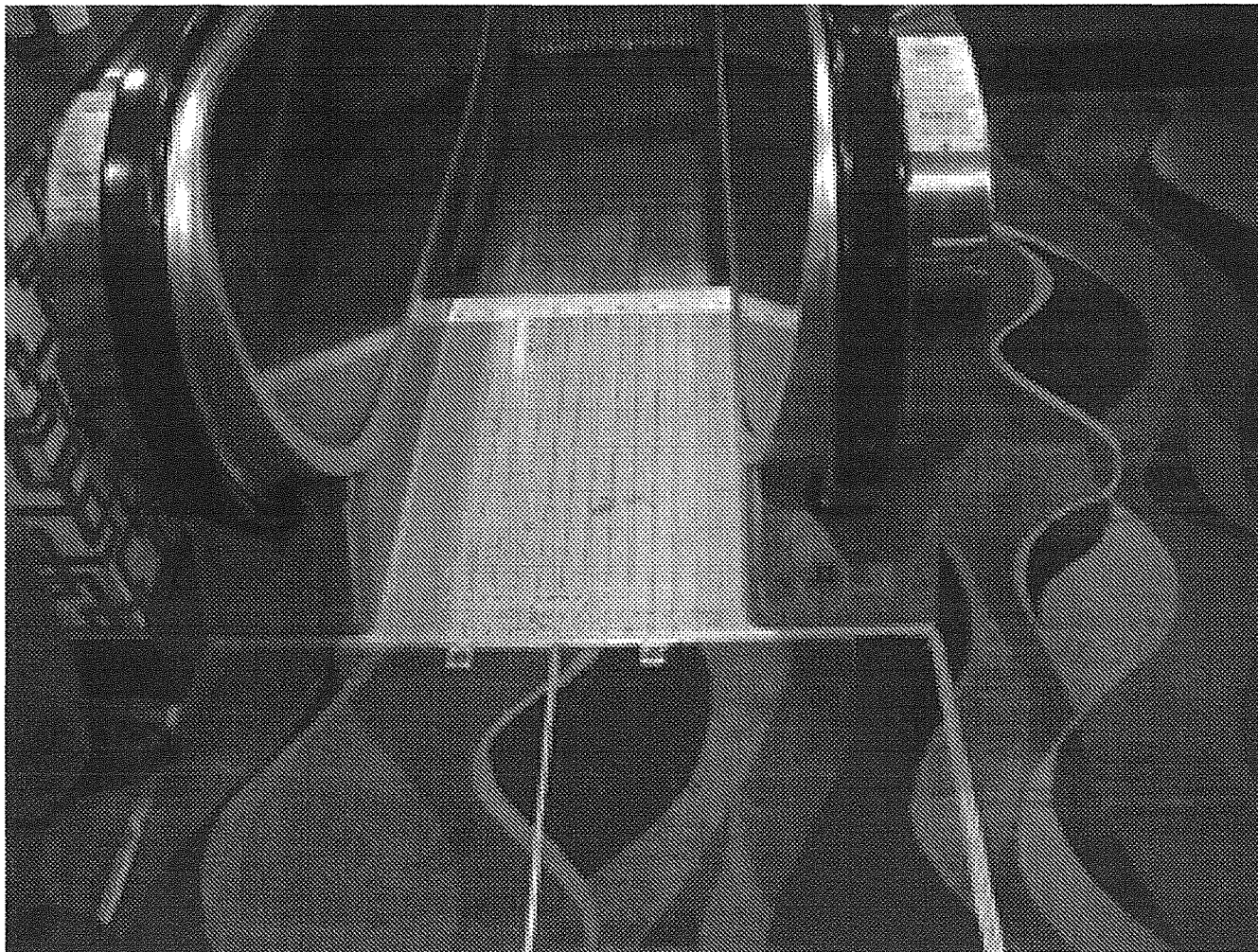
Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927

## Digital Media # 6

Title	Description
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Prepared By:  
RYAN KNUPP(187707)

Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927



Digital Media # 7

Title	Description
-------	-------------



Prepared By:  
RYAN KNUPP(187707)

Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927

Digital Media # 8

Title	Description
-------	-------------



Prepared By:  
RYAN KNUPP(187707)

Submitted Date  
05/12/2015 2057

Signature

Reviewed By/Date  
DOWNS 05/14/2015 0927



## Digital Media # 9

Title	Description
-------	-------------



## Injury

## Officer's Observations

SMALL CUTS TO MALE'S RIGHT FINGERTIPS MIDDLE AND INDEX

## Location of Injury:

ESCALATOR

## Scene of Accident Examined By:

RYAN KNUPP

## Name of Officer Giving First Aid:

RYAN KNUPP

## Surface Condition

GOOD

## Foreign Materials

NONE

## Surface Damage

NONE

## Describe First Aid Rendered:

JUST TRIED TO KEEP THE GUEST STABILIZED UNTIL PARAMEDICS ARRIVED.

## Narrative text

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

## Prepared By:

RYAN KNUPP(187707)

## Submitted Date

05/12/2015 2057

## Signature

## Reviewed By/Date

DOWNES 05/14/2015 0927

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

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

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

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

**Prepared By:**

RYAN KNUPP(187707)

**Submitted Date**

05/12/2015 2057

**Signature****Reviewed By/Date**

DOWNS 05/14/2015 0927

Case # :

2015-00200\_1

Golden Nugget Hotel & Casino  
LAUGHLIN

Follow Up

Reported By: RYAN KNUPP

Parent Report Information

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

Follow Up Information

Synopsis

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

Prepared By:

RYAN KNUPP(187707)

Submitted Date

05/12/2015 2115

Signature

Reviewed By/Date

DOWNES 05/13/2015 0936

**Narrative text**

There is Surveillance coverage  
9 photos taken

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

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

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

**Prepared By:**

RYAN KNUPP(187707)

**Submitted Date**

05/12/2015 2115

**Signature****Reviewed By/Date**

DOWNS 05/13/2015 0936

EXHIBIT F

EXHIBIT F

JNB01019



← ELEVATOR

GNL 000015

JNB01020





GNL 000016

JNB01021





GNL 000017

JNB01022





GNL 000018

JNB01023





GNL01024



## **SAFETY RULES**

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

## **PARENTS**

your children must  
obey these rules



**EARN CASH AND  
COMPS FASTER!**

ELITE EARN 2X FASTER

CHAMPION EARN 2X FASTER

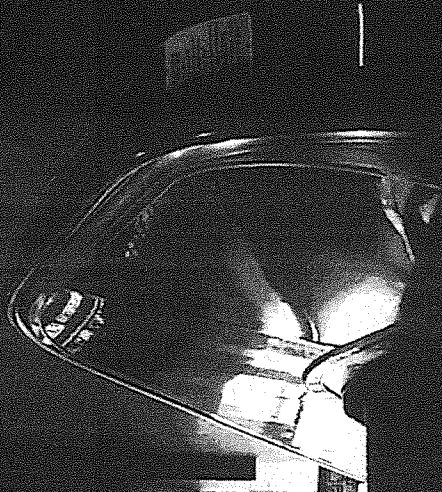
PREMIER EARN 1.5X FASTER

**EARN CASH AND  
COMPS FASTER!**

ELITE EARN 2X FASTER

CHAMPION EARN 2X FASTER

PREMIER EARN 1.5X FASTER



JNB01026

GNL 000021



GNL 000022

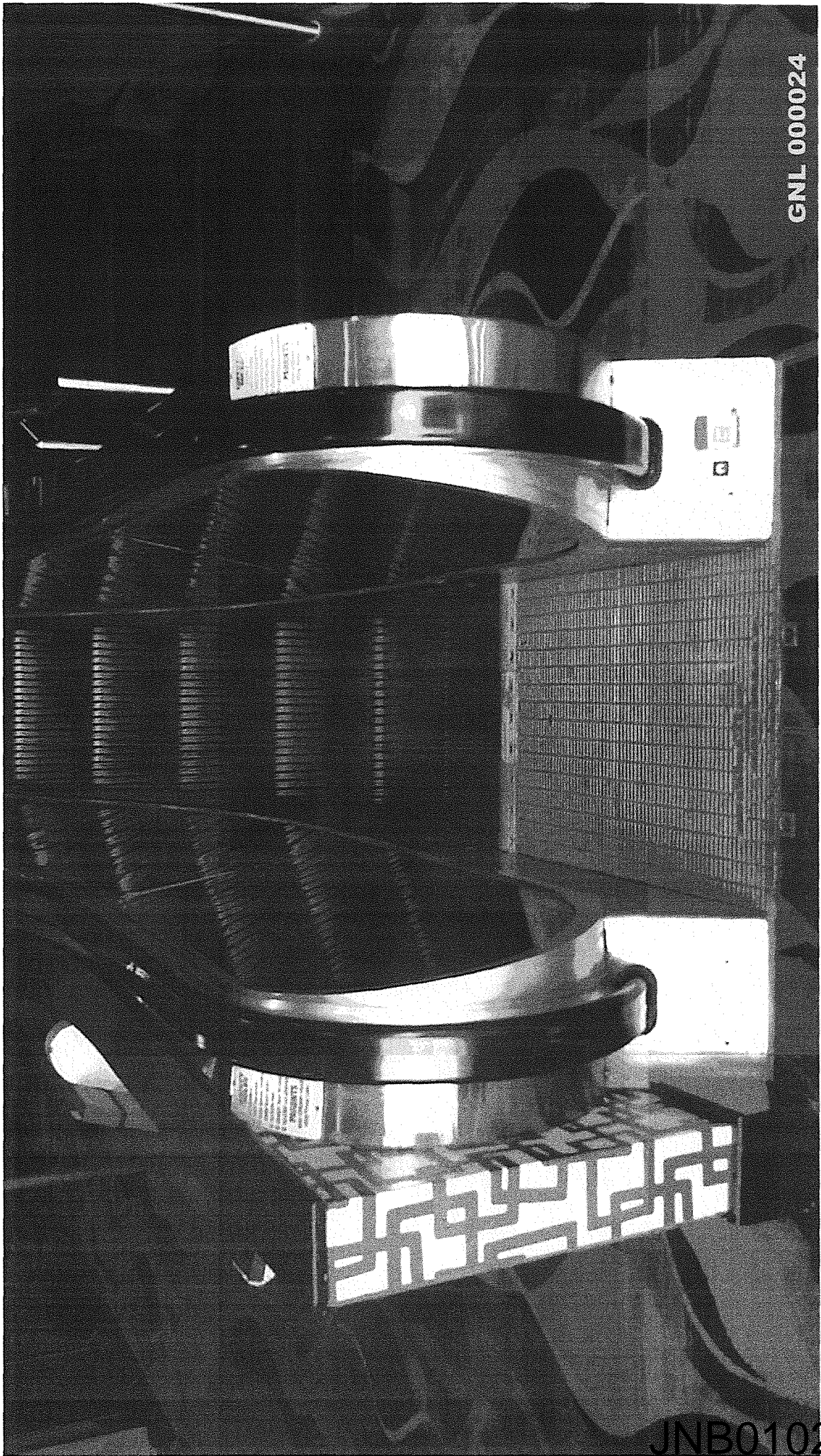
JNB01027





GNL 000023

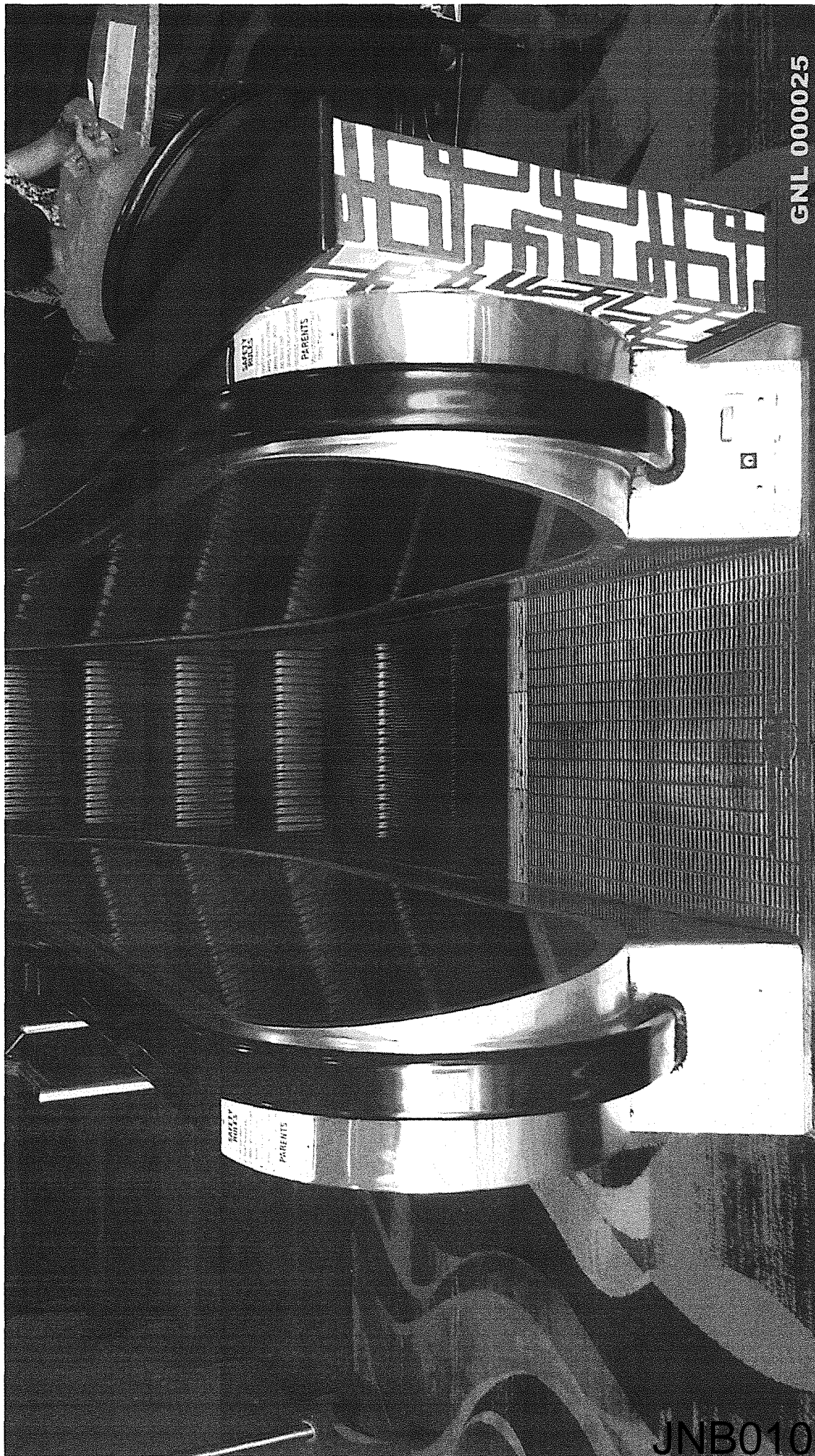
JNB01028



GNL 000024

JNB01029





JNB01030



# **SAFETY RULES**

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

## **PARENTS**

your children must  
obey these rules





GNI 01032





GNL000028 033

EXHIBIT G

EXHIBIT G

JNB01034

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

STEVE GEORGE  
Administrator

BRUCE BRESLOW  
Director



RANDY JEWETT  
Chief Administrative  
Officer

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

DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INDUSTRIAL RELATIONS

MECHANICAL COMPLIANCE SECTION

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

## Elevator Accident Report

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

Revised 12/5/2014

JNB01035

EXHIBIT H

EXHIBIT H

JNB01036



## AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

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

BUILDING LOCATION SAME

2300 SO CASINO DR

LAUGHLIN NV 89029

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

No. Elevators and Type  
**ONE (1) HYDRAULIC PASSENGER**  
**TWO (2) ESCALATORS**

Manufacturer  
**OTIS**  
**MONTGOMERY**

Serial No.  
**TIME OFFICE**

### EXTENT OF COVERAGE

We will:

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

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

Relamp all signals as required during regular examinations only.

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

### ITEMS NOT COVERED

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

The cleaning, refinishing, repair or replacement of

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

## PRORATED ITEMS

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

## SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

## HOURS OF SERVICE

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

**THIS CONTRACT INCLUDES 24 HOUR MINOR EMERGENCY CALLBACKS.**

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

## PURCHASER'S RESPONSIBILITIES

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

## TERM

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

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



## CONDITIONS OF SERVICE

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

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

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

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

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

## PRICE

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

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

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

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

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

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

#### ADDITIONAL PROVISIONS

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

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

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

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

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

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

DOVER ELEVATOR COMPANY  
3330 POLLUX AVE  
LAS VEGAS NV 89102

By: [Signature]  
(Signature of Authorized Official)

FRANK L. NEAL  
(Type or Print Name)

Title VIA - CFO  
(Type or Print)

Date Signed: 2-10-94

#### BILLING ADDRESS:

GOLDEN NUGGET HOTEL

PO BOX 77111

LAUGHLIN NV 89028-7111

#### DOVER USE ONLY

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

Date Signed: February 8, 1994

#### APPROVED: DOVER ELEVATOR COMPANY

By: [Signature]

Title: [Signature]

Date Signed: March 3, 1994

# Master Maintenance Agreement

GOLDEN NUGGET HOTEL



GNL 000034  
JNB01041



**DOVER ELEVATOR COMPANY**

**AGREEMENT FOR  
DOVER MASTER MAINTENANCE SERVICE**

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

Casino Dr.

Laughlin, NV 89029

BUILDING LOCATION Golden Nugget Hotel

Casino Dr.

Laughlin, NV 89029

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

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

**EXTENT OF COVERAGE**

We will:

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

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

Relamp all signals as required during regular examinations only.

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

**ITEMS NOT COVERED**

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

The cleaning, refinishing, repair or replacement of

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

## PRORATED ITEMS

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

## SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

## HOURS OF SERVICE

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

This contract includes 24 hour minor emergency callbacks.

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

## PURCHASER'S RESPONSIBILITIES

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

## TERM

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

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



## CONDITIONS OF SERVICE

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

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

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

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

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

## PRICE

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

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

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

## SPECIAL CONDITIONS

## ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

PAT ROCHE  
(Type or Print Name)

Title CONTROLLER  
(Type or Print)

Date Signed: 8/6/91

### BILLING ADDRESS:

GOLDEN NUGGET LAUGHLIN

P. O. BOX 77111

LAUGHLIN, NV 89029-7711

DOVER ELEVATOR COMPANY  
3330 Pollux Ave.  
Las Vegas, NV 89102

<b>DOVER USE ONLY</b>	
By: <u><i>Michael James</i></u>	Michael James, Sales Representative
Date Signed: <u>7-8-91</u>	
<b>APPROVED: DOVER ELEVATOR COMPANY</b>	
By: <u><i>Mary Lou Stone</i></u>	MARY LOU STONE CONTRACT ANALYST
Title: _____	
Date Signed: <u>9-16-91</u>	



## AGREEMENT FOR DOVER MASTER MAINTENANCE SERVICE

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

BUILDING LOCATION SAME

2300 SOUTH CASINO DRIVE

LAUGHLIN, NV 89029

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

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

### EXTENT OF COVERAGE

We will:

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

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

Relamp all signals as required during regular examinations only.

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

### ITEMS NOT COVERED

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

The cleaning, refinishing, repair or replacement of

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

## PRORATED ITEMS

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

## SCHEDULE OF PARTS TO BE PRORATED

NAME OF PART

DATE INSTALLED

## HOURS OF SERVICE

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

THIS CONTRACT INCLUDES 24 HOUR MINOR EMERGENCY CALLBACKS.

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

## PURCHASER'S RESPONSIBILITIES

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

## TERM

This agreement is effective as of APRIL 1, 19 93 (the anniversary date) and will continue thereafter until terminated as provided herein. Either party may terminate this agreement at the end of the first ~~five~~ year or at the end of any subsequent ~~five~~ year period by giving the other party at least ninety (90) days prior written notice.

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

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

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

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

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

A service charge of 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 our attorney fees, collection costs or court costs in connection therewith.



## SPECIAL CONDITIONS

## ADDITIONAL PROVISIONS

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

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

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

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

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

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

By: [Signature]  
(Signature of Authorized Official)

[Signature]  
(Type or Print Name)

Title VP - CFO  
(Type or Print)

Date Signed: 4-9-93

### BILLING ADDRESS:

GOLDEN NUGGET HOTEL & CASINO

P.O. BOX 77111

LAUGHLIN, NV 89028-7111

### DOVER ELEVATOR COMPANY

3330 POLLUX  
LAS VEGAS, NV 89102

#### DOVER USE ONLY

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

Date Signed: March 12, 1993

#### APPROVED: DOVER ELEVATOR COMPANY

By: [Signature]  
LINDA K. JOHNSON  
CONTRACT ANALYST

Date Signed: 12-5-93

# Master Maintenance Agreement

GOLDEN NUGGET HOTEL & CASINO



GNL 040043  
JNB01030