

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.

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No. 80581

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APPENDIX TO APPELLANT'S OPENING BRIEF
VOLUME 9

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Dated June 10, 2022.

Respectfully submitted,

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CERTIFICATE OF SERVICE

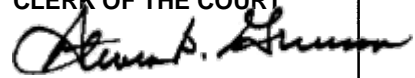
I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 9** to be served as follows:

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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
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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., a Nevada)
corporation; DOE INDIVIDUALS 1-100,)
ROE BUSINESS ENTITIES 1-100,)
Defendants.)

GNL, CORP., a Nevada corporation;)
Third-Party Plaintiff,)

vs.)

THYSSENKRUPP ELEVATOR CORPORATION)
a foreign corporation; DOES 1-75; ROE)
CORPORATIONS 1-75 and ROE)
CORPORATIONS 1-25,)
Third-Party Defendants.)

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

Date of Hearing: 12/04/18
Time of Hearing: 9:30 a.m.

DEFENDANT/THIRD PARTY DEFENDANT THYSSENKRUPP ELEVATOR
CORPORATION'S JOINDER IN, AND ADDITIONAL POINTS AND AUTHORITIES
IN SUPPORT OF, DEFENDANT GNL, CORP.'S MOTION FOR SUMMARY
JUDGMENT ON PUNITIVE DAMAGES


JNB01428

1 Defendant/Third-Party Defendant, thyssenkrupp Elevator Corporation, by and through its
2 attorney of record, REBECCA L. MASTRANGELO, ESQ., of the law firm of ROGERS,
3 MASTRANGELO, CARVALHO & MITCHELL, hereby submits its Joinder in, and Additional
4 Points and Authorities in support of, Defendant GNL, Corp.'s Motion for Summary Judgment on
5 Punitive Damages.

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

9 DATED this 16th day of November, 2018.

10 ROGERS, MASTRANGELO, CARVALHO
11 & MITCHELL

12 
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18 THYSSENKRUPP ELEVATOR CORPORATION

16 **POINTS AND AUTHORITIES**

17 **I.**

18 **OVERVIEW AND RELIEF SOUGHT**

19 This case involves an elderly man, Joe Brown, who fell after stepping onto a down escalator
20 at the Golden Nugget Laughlin Resort and Casino while intoxicated and using a cane. Three
21 members of Plaintiff Joe Brown's party preceded him onto the escalator, did not assist him in any
22 manner, and had no difficulty themselves using the escalator. Plaintiffs' Second Amended
23 Complaint sounds solely in negligence.

24 Defendant thyssenkrupp Elevator Corporation ("TKE") joins in the Motion for Summary
25 Judgment on Punitive Damages filed by Defendant GNL, Corp. ("GNL").

26 Plaintiffs claim, in essence, that some of the escalator steps were cracked, which made them
27 "shaky," which caused Plaintiff Joe Brown to fall. TKE, through its employees and expert, dispute
28

1 that cracked steps could cause shakiness. For purposes of this motion, however, the Court can accept
2 Plaintiffs' theory of liability. For even if the court accepts that a cracked step could be shaky, and
3 even if TKE were found to be negligent in its maintenance of the subject escalator, punitive
4 damages are not recoverable for negligent conduct, nor even grossly negligent nor reckless conduct.
5 Instead, Plaintiffs must prove fraud, malice or oppression and, as there is no evidence of such
6 conduct by TKE, summary judgment on this issue must be granted.

7 II.

8 STANDARD OF REVIEW

9 NRCP 56(c) provides that summary judgment "shall be rendered forthwith" when the
10 pleadings and discovery present no genuine issue of material fact.

11 Under NRCP 56(c), such motions must be supported by statements of undisputed facts
12 which justify summary judgment:

13 Motions for summary judgment and responses thereto shall include a concise
14 statement setting forth each fact material to the disposition of the motion
15 which the party claims is or is not genuinely in issue, citing the particular
portions of any pleading, affidavit, deposition, interrogatory, answer,
admission or other evidence upon which the party relies.

16 When faced with a motion for summary judgment, a party may not have the motion denied
17 on the mere hope that he may be able to discredit movant's evidence at the time of trial, but must
18 come forward with evidence showing the existence of a triable issue of fact. *Hickman v. Meadow*
19 *Wood Reno*, 96 Nev. 782, 617 P.2d 871 (1980). The evidence used to oppose a motion for summary
20 judgment must be admissible. *Schneider v. Continental Assurance Co.*, 110 Nev. 1270, 885 P.2d
21 572 (1994). Moreover, "red herring" issues will not be permitted to defeat summary judgment:

22 The substantive law controls which factual disputes are material and will
23 preclude summary judgment; other factual disputes are irrelevant. A factual
24 dispute is genuine when the evidence is such that a rational trier of fact could
return a verdict for the nonmoving party.

25 *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P.3d 1026, 1031 (2005).

26 Motions for partial summary judgment, which are not dispositive of the entire action, may
27 also be rendered under NRCP 56(d).

1 As to motions for partial summary judgment on claims for punitive damages, the Supreme
2 Court of Nevada has specifically held that the district court has discretion to determine, as a
3 threshold matter, whether the defendants' conduct warrants allowing a claim for punitive damages
4 as a matter of law. *Bongiovi v. Sullivan*, 122 Nev. 556, 138 P.3d 433, 451 (2006); *Evans v. Dean*
5 *Witter Reynold, Inc.*, 116 Nev. 598, 5 P.3d 1043, 1052 (2000).

6 **III.**

7 **STATEMENT OF UNDISPUTED FACTS**

8 TKE herein adopts and incorporates the undisputed statements of facts and exhibits included
9 in Defendant GNL's moving papers.

10 **IV.**

11 **ARGUMENT**

12 To award punitive damages, a jury must find, by clear and convincing evidence, not just that
13 Defendants were negligent or reckless or irresponsible, but that they engaged in despicable conduct
14 they knew would likely cause injury. The record here cannot sustain such a finding.

15 **A. The Requisite State of Mind for Punitive Damages**

16 An award of punitive damages requires a state of mind far greater than mere negligence or
17 even recklessness. See *Countrywide Home Loans, Inc. v. Thitchener*, 192 P.3d 243, 255 (2008).
18 Historically, punitive damages have always been improper unless the evidence shows either a willful
19 wrong or damages as an intended consequence. *American Excess Ins. Co. v. MGM Grand Hotels,*
20 *Inc.*, 102 Nev. 601, 606, 729 P.2d 1352, 1355 (1986). Under the current punitive damages statute,
21 too, a plaintiff may recover punitive damages only where it is proven by "clear and convincing
22 evidence" that the defendant has been guilty of either oppression or malice. NRS 42.005(1).

23 "'Oppression' means despicable conduct that subjects a person to cruel and unjust hardship
24 with conscious disregard of the rights of the person." NRS 42.001(4). "'Malice, express or implied'
25 means conduct which is intended to injure a person or despicable conduct which is engaged in with
26 a conscious disregard of the rights or safety of others." NRS 42.001(3). Implied malice is a discrete
27 basis for awarding punitive damages where conscious disregard is present. See NRS 42.001(3); see
28

1 also *Countrywide*, 192 P.3d at 254-55. "Conscious disregard," in turn, is defined as [1] "the
2 knowledge of the probable harmful consequences of a wrongful act and [2] a willful and deliberate
3 failure to act to avoid those consequences." NRS 42.001(1). Such an actual consciousness that harm
4 would probably result is equivalent to intent to cause that harm.

5 In *Maduike v. Agency Rent-A-Car*, for example, the Nevada Supreme Court found punitive
6 damages inapplicable despite repeated misbehavior by the defendant. 114 Nev. 1, 5-6, 953 P.2d 24,
7 26-27 (1998). In that case, the plaintiff family rented a car from the defendant. When they
8 experienced problems with the car on a drive from Reno to Las Vegas, they called to complain to
9 the defendant, who instructed them to continue driving to its Las Vegas office. On the way, the car
10 caused an accident when the brakes failed. *Id.* at 3, 953 P.2d at 25. The defendant's Las Vegas
11 office refused to repair or replace the vehicle, however, and the plaintiffs had to drive the car back
12 to Reno. On the way, the car malfunctioned, injuring three family members. *Id.* Despite the breadth
13 of the defendant's inattention and callousness, the Nevada Supreme Court agreed that there was no
14 evidence either of defendant's intent to cause hardship or of its conscious disregard for the plaintiffs'
15 rights. *Id.* at 5-6, 953 P.2d at 26-27. Quoting its earlier *Jafbro's* decision, the court noted again that
16 "even unconscionable irresponsibility will not support a punitive damages award." *Id.* at 5, 953 P.2d
17 at 26. See also *Village Dev. Co. v. Filice*, 90 Nev. 305, 315, 526 P.2d 83, 89 (1974) (reversing an
18 award of punitive damages where there was evidence of "unconscionable irresponsibility" in a land
19 sales deal, but not enough evidence to show oppression, fraud, or malice in fact). This standard
20 controls the result in this case.

21 **B. Evidence of Conscious Disregard for Punitive Damages Must be Clear and Convincing**

22 **1. Clear and Convincing Proof is a High Bar**

23 The "clear and convincing evidence" standard "must produce 'satisfactory' proof that is so
24 strong and cogent as to satisfy the mind and conscience of a common man, and so to convince him
25 that he would venture to act upon that conviction in matters of the highest concern and importance
26 to his own interest." *Ricks v. Dabney*, 124 Nev. 74, 79, 177 P.3d 1060, 1063 (2008). It "requires
27 a finding of high probability." *Shade Foods, Inc. v. Innovative Prods. Sales & Marketing, Inc.*, 93
28

1 Cal. Rptr. 2d 364, 394 (2000). The evidence must be "so clear as to leave no substantial doubt" and
2 "sufficiently strong to command the unhesitating assent of every reasonable mind." Id. at 394
3 (quoting *In re Angelia P.*, 171 Cal. Rptr. 637 (1981)).
4

5 **2. Punitive Damages are Quasi-Criminal and Implicate the Concerns of Criminal**
6 **Due Process**

7 Punitive damages are qualitatively different from compensatory damages, going to
8 punishment rather than compensation. They are thus quasi-criminal penalties. *State Farm Mut.*
9 *Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 417 (2003) (stating that punitive damages "serve the same
10 purposes as criminal penalties"); *Austin v. Stokes-Craven Holding Corp.*, 691 S.E.2d 135, 150 (S.C.
11 2010) ("[P]unitive damages are quasi-criminal in nature."); *George Grubbs Enters., Inc. v. Bien*, 900
12 S.W.2d 337, 339 (Tex. 1995) ("In contrast to compensatory damages, exemplary damages rest on
13 justifications similar to those for criminal punishment."). And, because punitive damages impose
14 punishment akin to criminal sanctions, there are "heightened due process considerations surrounding
15 punitive damages awards" under the Fourteenth Amendment. *Grisham v. Philip Morris, Inc.*, 670
16 F. Supp. 2d 1014, 1036 (C.D. Cal. 2009); see *Campbell*, 538 U.S. at 417 (basing the Court's decision
17 on the fact that "defendants subjected to punitive damages in civil cases have not been accorded the
18 protections applicable in a criminal proceeding[, which] increases our concerns over the imprecise
19 manner in which punitive damages systems are administered"); *George Grubbs*, 900 S.W.2d at 339
20 ("Because exemplary damages resemble criminal punishment, they require appropriate substantive
21 and procedural safeguards to minimize the risk of unjust punishment."); *Austin*, 691 S.E.2d at 150
22 ("Because punitive damages are quasi-criminal in nature, the process of assessing punitive damages
23 is subject to the protections of the Due Process Clause of the Fourteenth Amendment of the United
24 States Constitution.").

25 Thus, the showing of malice based on conscious disregard is an issue of constitutional
26 dimension. See generally, e.g., *Philip Morris USA v. Williams*, 549 U.S. 346 (2007); *BMW of N.*
27 *Am., Inc. v. Gore*, 517 U. S. 559 (1996); *TXO Prod. Corp. v. Alliance Res. Corp.*, 509 U.S. 443
28

1 (1993); *Pac. Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); KIRCHER, PUNITIVE DAMAGES:
2 LAW AND PRACTICE 2D § 3.03 (2000). Allowing the jury to impose punitive damages based on
3 the facts in this case would run afoul of both Nevada's clear and convincing evidentiary requirement
4 and the Constitution's guarantee of due process.

5 **3. The Heavy Burden of Creating a Genuine Issue of Material Fact**

6 Plaintiff's burden to defeat summary judgment on punitive damages is substantial.

7 First, although the Court must draw reasonable factual inferences in favor of the non-moving
8 party, it is not required to accept every theory regardless of the basis. Instead, to defeat summary
9 judgment, plaintiff must "set forth specific facts showing there is a genuine issue for trial." *Michaels*
10 *v. Sudeck*, 107 Nev. 332, 334, 810 P.2d 1212, 1213 (1991). Neither conclusory statements nor
11 general allegations are sufficient to create triable issues of fact. See, e.g., *Yeager v. Harrah's Club,*
12 *Inc.*, 111 Nev. 830, 834, 897 P.2d 1093, 1094-95 (1995); *Michaels*, 107 Nev. at 334. Evidence must
13 be admissible to defeat summary judgment, since plaintiff cannot "build a case on the gossamer
14 threads of whimsy, speculation, and conjecture." *Posadas v. City of Reno*, 109 Nev. 448, 452, 851
15 P.2d 438, 442 (1993).

16 Second, establishing just some factual dispute under that standard is insufficient. "The
17 district court ruling on a motion for summary judgment 'must view the evidence presented through
18 the prism of the substantive evidentiary burden.'" *Ferguson v. LVMPD*, 131 Nev. Adv. Op. 94, 364
19 P.3d 592, 595 (2015) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 254 (1986)). In the
20 context of punitive damages, the evidence for plaintiff's factual contentions must suffice to support
21 a jury's finding of the requisite fraud, oppression, or malice based on a conscious disregard, all
22 established by clear and convincing evidence. See *id.* (applying "clear and convincing" standard for
23 summary judgment on civil forfeiture action); *Anderson*, 477 U.S. at 255, 257 (requiring "clear and
24 convincing" standard for finding of malice).

25 Without that clear and convincing evidence linking plaintiff's factual contentions to the legal
26 requirements for punitive damages, there is no genuine is-sue of material fact to send to the jury.
27 See *In re Drakulich*, 111 Nev. 1556, 1566, 908 P.2d 709, 715 (1995).

1 **C. There is No Clear and Convincing Evidence of Committed Wrongful Conduct Worthy**
2 **of Punitive Damages**

3 The circumstances that led to Plaintiff Joe Brown's injury, even if Plaintiffs' theory of
4 liability is believed, still do not rise to the level of malice or oppression warranting punitive
5 damages. In other words, even if a jury believes that Mr. Brown fell because the step he was on was
6 cracked, and even if the jury believed that TKE's failed to properly inspect or maintain the escalator
7 cause TKE to not notice the crack prior to Mr. Brown's fall, this is negligence. Such neglect, if it
8 existed, has not been shown to have been malicious.

9 The escalator was inspected by the State of Nevada on July 14, 2014 and no issues with the
10 steps were found. (Motion Exhibits "H" and "I.") Following the Plaintiffs' incident, the steps were
11 again inspected by the State of Nevada, and no instability was found. (Motion Exhibit "D" and "E.")
12 This is the undisputed objective evidence, which negates the subjective requirement of conscious
13 disregard of a known safety risk.

14 There is no evidence that Defendants were consciously ignoring the signs that would have
15 alerted them to any potential danger. The steps were replaced in 2012, and had not developed any
16 cracks as of July 14, 2014. Yearly repeated inspections by the State of Nevada did not identify any
17 problem with the steps prior to Plaintiffs' incident. At the very least, any possibility of awareness
18 is not "clear and convincing" as required to withstand summary judgment on the punitive damages
19 claim.

20 **V.**

21 **CONCLUSION**

22 Negligence, even gross negligence, is not enough to justify sending punitive damages to the
23 jury. Plaintiffs have not shown, and cannot show, that TKE engaged in conduct that was intended
24 to injure them, or that TKE knowingly, willfully, and deliberately ignored the probable consequences
25 to Plaintiffs' rights and safety. Without the necessary despicable conduct i.e., consciously
26 disregarding the known risk that Joe Brown would fall down the escalator steps, TKE cannot stand

27 ///

28 ///

1 trial for punitive damages. Partial summary judgment should therefore be granted.

2 DATED this 16th day of November, 2018.

3 ROGERS, MASTRANGELO, CARVALHO
4 & MITCHELL

5 
6 REBECCA L. MASTRANGELO, ESQ.

Nevada Bar No. 5417

7 700 S. Third Street

8 Las Vegas, Nevada 89101

Attorney for Defendant/Third-Party Defendant

9 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 16 day of
4 November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S JOINDER IN, AND**
6 **ADDITIONAL POINTS AND AUTHORITIES IN SUPPORT OF, DEFENDANT GNL,**
7 **CORP.'S MOTION FOR SUMMARY JUDGMENT ON PUNITIVE DAMAGES** was served
8 via electronic means with the Eighth Judicial District Court, addressed as follows, upon the
9 following counsel of record:

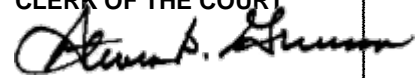
10 Mohamed A. Iqbal, Jr., Esq.
11 Christopher Mathews, Esq.
12 101 Convention Center Drive, Suite 1175
13 Las Vegas, Nevada 89109
Attorneys for Plaintiffs

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

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An employee of ROGERS, MASTRANGELO, CARVALHO
& MITCHELL



REBECCA L. MASTRANGELO, ESQ.
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Attorneys for Defendant/Third-Party Defendant
THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

Date of Hearing: 12/18/18
Time of Hearing: 9:00 a.m.

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

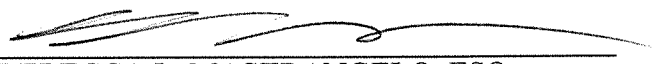
JNB01438

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 Errata to Motion in Limine #7
4 re: Claim that thyssenkrupp "hid" or failed to produce evidence.

5 This Errata 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 9 day of November, 2018.

9
10 ROGERS, MASTRANGELO, CARVALHO
& MITCHELL

11
12 
REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
13 CHARLES A. MICHALEK, ESQ.
Nevada Bar No. 5721
14 700 S. Third Street
Las Vegas, Nevada 89101
15 Attorney for Defendant/Third-Party Defendant
16 THYSSENKRUPP ELEVATOR CORPORATION

17
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AFFIDAVIT OF COUNSEL IN SUPPORT OF ERRATA

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

CHARLES A. MICHALEK, being first duly sworn, deposes and says:

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

2. That your Affiant is counsel responsible for drafting and preparing Motion in Limine #7 in the above captioned matter;

3. That prior to filing said Motion, Affiant received a copy of GNL's first ECC production. This copy unintentionally had additional documents attached to the end of the production, which led counsel to believe that the additional documents were a part of the initial production. These additional documents included emails between TKE and GNL concerning the escalator, and are a subject of the motion.

4. Based on the copy provided, undersigned counsel wrote the motion, believing that the emails had been produced prior to the running of the statute of limitations. On the weekend of November 17, undersigned counsel discovered the error. In order to inform the court of the actual facts of the production, counsel is submitting this affidavit and errata.

5. Plaintiff's counsel, Mohhamed Iqbal, Esq. was apparently not provided with a copy of the emails referenced in Motion in Limine #7 until TKE produced them on November 6, 2017. Undersigned counsel regrets the error and accepts responsibility for it.

6. Counsel withdraws that portion of the motion which argues that the emails were produced earlier than November 6, 2017. However, TKE still believes that Motion in Limine #7

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1 has merit. Defendant TKE did not hide, destroy or fail to produce any relevant evidence.

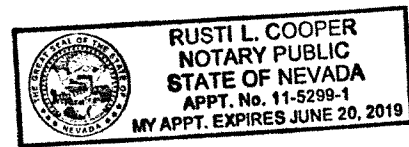
2 FURTHER AFFIANT SAYETH NAUGHT.

3 DATED this 19 day of November, 2018.

4
5 

6 CHARLES A. MICHALEK, ESQ.

7
8 SUBSCRIBED AND SWORN to before me
9 this 19 day of November, 2018.



10 

11 Notary Public

12 **POINTS AND AUTHORITIES**

13
14 As stated in the attached affidavit of counsel, Motion in Limine #7 contained an argument
15 that Plaintiff received emails between TKE and GNL prior to the running of the statute of
16 limitations. This assertion was untrue, and was the result of error on counsel's part. Counsel was
17 provided a copy of a document production which contained additional documents attached to the
18 end of the production. Counsel did not notice the error until November 17, 2018, at which time
19 counsel immediately took steps to rectify the error, by preparing this errata and affidavit.

20 Any argument in Motion in Limine #7 that Plaintiff received the emails prior to
21 November 6, 2017, is withdrawn. However, TKE still believes that the Motion has merit, in that
22 TKE never hid, destroyed, or failed to produce any relevant documents, and a sanction under
23 *Bass-Davis v. Davis*, 122 Nev. 442, 448-49, 134 P.3d 103, 106-07 (2006) therefore is not

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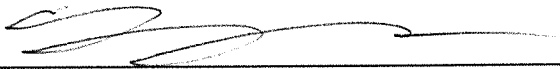
26 ///

27 ///

1 warranted. Counsel apologizes for the error, and submits this affidavit and errata pursuant to
2 counsel's duty of candor to this court.

3 DATED this 19th day of November, 2018.

4 ROGERS, MASTRANGELO, CARVALHO
5 & MITCHELL

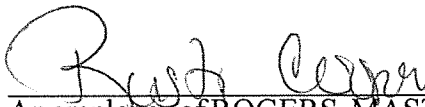
6 
7 REBECCA L. MASTRANGELO, ESQ.
8 Nevada Bar No. 5417
9 CHARLES A. MICHALEK, ESQ.
10 Nevada Bar No. 5721
11 700 S. Third Street
12 Las Vegas, Nevada 89101
13 Attorney for Defendant/Third-Party Defendant
14 THYSSENKRUPP ELEVATOR CORPORATION
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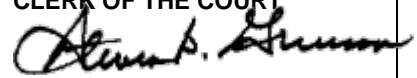
1 **CERTIFICATE OF SERVICE**

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

9
10 Mohamed A. Iqbal, Jr., Esq.
11 Christopher Mathews, Esq.
12 101 Convention Center Drive, Suite 1175
13 Las Vegas, Nevada 89109
14 Attorneys for Plaintiffs

15 Annalisa N. Grant, Esq.
16 Alexandra B. McLeod, Esq.
17 GRANT & ASSOCIATES
18 7455 Arroyo Crossing Parkway, Suite 300
19 Las Vegas, Nevada 89113
20 Attorneys for Defendant/Third-Party Plaintiff

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An employee of ROGERS, MASTRANGELO, CARVALHO
& MITCHELL



1 **OMSJ**

2 IQBAL LAW PLLC

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

4 Christopher Mathews (NSB #10674)

5 101 Convention Center Dr., Suite 1175

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7 1-(702) 750-2950 (Tel)

8 1-(702) 825-2841 (V-Fax)

9 mai@ilawlv.com; cxm@ilawlv.com

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

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

15 Plaintiffs,

16 vs.

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

25 Defendants.

26 GNL, CORP., a Nevada corporation;

27 Third-Party Plaintiff,

28 vs.

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

Third-Party Defendants

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' OPPOSITION TO
DEFENDANTS' LANDRY'S AND
GOLDEN NUGGET, INC.'S MOTION
FOR SUMMARY JUDGMENT**

Date of hearing:

Time of hearing:

**PLAINTIFFS' OPPOSITION TO DEFENDANTS' LANDRY'S AND
GOLDEN NUGGET, INC.'S, MOTION FOR SUMMARY JUDGMENT**

1 **PLAINTIFFS' OPPOSITION TO DEFENDANTS' LANDRY'S AND GOLDEN**
2 **NUGGET, INC.'S MOTION FOR SUMMARY JUDGMENT**

3 Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs") hereby oppose the latest iteration
4 of the Motion for Summary Judgment ("Motion") filed by Defendants Landry's, Inc. and Golden
5 Nugget, Inc. ("Landry's" and "GNI" respectively, and collectively the "Defendants") and
6 respectfully request that the Court again deny said Motion.

7 **I. INTRODUCTION.**

8 The Defendants are correct when they state the "history of this particular Motion is tortured
9 at best." Mot. at 4:1. Sadly, however, little else in their recitation of facts is true.

10 The Defendants incorrectly claim that prior iterations of their summary judgment motion
11 failed on narrow, technical grounds. They allege, for example, that the original motion "was
12 denied on the basis that NRCP 7.1 disclosures had not yet been filed on behalf of the parties," Mot.
13 at 4:3-4, and "because a typographical error was found in the body of three of Plaintiffs'
14 Interrogatories when responses were prepared." *Id.* at 4:4-5. In fact, the only parties who failed
15 to meet their disclosure obligations were the Defendants, and there was no error in the Plaintiffs'
16 queries: the Defendants simply altered the interrogatories served upon them and then responded to
17 their own edits. Despite these multiple failings, the Court heard the motion, reached the merits,
18 and found the Defendants had "not met their burden of showing there are no genuine issues of
19 material fact as to the ownership and control" of the Golden Nugget hotel, resort and casino in
20 Laughlin Nevada (the "Laughlin Nugget"). *See* Order Re Motion for Reconsideration, October
21 31, 2017 (the "October 31 Order") at 3:13-15.

22 The Defendants' claims regarding their failed request for reconsideration (filed the *day*
23 *after* the Court entered its order denying the summary judgment) are also incorrect. The
24 Defendants contend that motion was denied "on the basis that [their] corrected discovery did not
25 meet the standard for reconsideration." Mot. at 4:7-9. In fact, the Court actually ruled that "even
26 if [it] were inclined to reconsider the merits of its initial ruling on the MSJ, it would still find
27 summary judgment inappropriate." October 31 Order at 5:8-10. Thus, the Court has on multiple

occasions addressed the merits of the instant Motion and found them wanting. Yet here we are again.

The Court denied each of the prior motions because the Defendants failed to make their case. The Court issued detailed written findings of fact and conclusions of law to explain its reasoning: after reviewing the Defendants' contention that they exercise neither ownership nor control of the Laughlin Nugget, the Court cited the many "statements by Defendants to the public, the press, and the government, made via websites, statements in news articles, and filings with the U.S. Securities and Exchange commission" contradicting their position. October 31 Order at 3:4-7. "The evidence presented by the Defendants," the Court held, "was *and is* insufficient to meet their burden of proof" on summary judgment. *Id.* at 5:1-2 (emphasis added).

Regrettably, rather than ask the Court to reconsider its findings, the Defendants have chosen simply to ignore them. The instant Motion offers nothing new; and, as set forth below, *the Defendants' evidentiary position has steadily worsened*. In addition to the evidence available before discovery – evidence that was and is sufficient to defeat summary judgment – discovery has revealed the Defendants:

- Supervised the work of the Laughlin Nugget risk management and facilities directors, who testified they answered to their corporate bosses at Landry's and GNI;
- Controlled the Laughlin Nugget capital equipment funds that could (and should) have been devoted to replacing the dangerous and obsolete escalator equipment there; and
- Exercised approval authority over maintenance at the Laughlin Nugget – including maintenance of the very escalator that broke Plaintiff Joe Brown's neck.

Far from showing the absence of any genuine issue of material fact, the evidence now shows even more clearly than before that summary judgment is inappropriate. The Motion should therefore be denied.

///

**PLAINTIFFS' OPPOSITION TO DEFENDANTS' LANDRY'S AND
GOLDEN NUGGET, INC.'S, MOTION FOR SUMMARY JUDGMENT**

1 **II. PROCEDURAL HISTORY.**

2 The Plaintiffs initiated this case by filing a complaint with this Court on July 12, 2016,
3 alleging, *inter alia*, various acts of negligence by the Defendants leading to severe physical injuries
4 to Plaintiff Joe Brown at the Laughlin Nugget. The Plaintiffs subsequently amended their
5 complaint on September 1, 2016,¹ an amendment as of right because none of the defendants had
6 yet answered. The Defendants still did not respond, and on February 17, 2017, the Plaintiffs
7 noticed their intent to take the Defendants' default.

8 After receiving the notice, the Defendants abandoned their prior strategy of ignoring the
9 Court's summons and on February 22, 2017, filed a motion to dismiss. The motion asserted, *inter*
10 *alia*, that contrary to the allegations of the Complaint, the Defendants did not actually exercise any
11 ownership or control over the Laughlin Nugget – in other words, the same basis for the instant
12 Motion. The Court heard the motion to dismiss on March 28, 2017 and denied it by order entered
13 April 25, 2017.

14 Less than a month later, the Defendants brought a motion for summary judgment again
15 contending that, as purportedly-separate corporate entities, they cannot be held accountable for
16 conditions at the Laughlin Nugget. In response, the Plaintiffs produced evidence of multiple public
17 statements by the Defendants in which they asserted – to the public, the press, and the federal
18 government – that they in fact do own and control the Laughlin Nugget. The Court held a hearing
19 on the motion on June 27, 2017 and denied it.

20 The day after the Court entered its order denying summary judgment, the Defendants
21 moved for reconsideration. The Court entertained yet another round of briefing and held yet
22 another hearing; and by order entered October 31, 2017, it once again rejected the Defendants'
23 efforts. The October 31 Order recounted the history of the Defendants' several motions to date;²

24
25 ¹ The operative Second Amended Complaint ("Complaint"), adding direct claims against third-
26 party defendant Thyssenkrupp Elevator Corp., was filed September 18, 2018.

27 ² This section of Plaintiffs' brief is taken in large part from the October 31 Order, at ¶¶ 1-8.

1 correctly noted that on summary judgment, “the Defendants were required to show the absence of
2 any issue of material fact that would allow a rational trier of fact to return a verdict for the
3 Plaintiffs, and that the Defendants are entitled to a judgment as a matter of law,” October 31 Order
4 at 4:20-22; and concluded that the Defendants failed to meet their burden. *Id.* at 5:1-2. The Court
5 further found the Defendants failed to present any evidence warranting reconsideration; but even
6 if they had done so, the Court “would still find summary judgment inappropriate.”

7 The Defendants are once again seeking summary judgment, on the same grounds as before.
8 Although they characterize the instant Motion as a continuation of their prior efforts (lamenting
9 the tortured “history of this particular Motion,” Mot. at 4:1-2), they have not elected to ask the
10 Court for reconsideration. Instead, the Defendants have disregarded the Court’s prior findings and
11 mischaracterized the Complaint as asserting “negligence ... solely by virtue of holding stock.”
12 Mot. at 9:23-24.

13 **III. LEGAL STANDARDS.**

14 Under Nevada law, a party can obtain summary judgment only when there is “no genuine
15 issue as to any material fact and ... the moving party is entitled to a judgment as a matter of law.”
16 Nev. R. Civ. P. 56(c). A factual dispute is genuine when the evidence is such that a rational trier
17 of fact could return a verdict for the nonmoving party. *Wood v. Safeway, Inc.*, 121 P.3d 1026,
18 1031 (Nev. 2005).

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

1 *Nat'l Bank*, 654 P.2d 533 (Nev. 1982); *Jones v. First Mortgage Co. of Nevada*, 915 P.2d 883 (Nev.
2 1996).

3 **IV. ARGUMENT.**

4 In this latest iteration of their oft-defeated motion, the Defendants have stepped up their
5 editing game: no longer content with merely re-writing Plaintiffs' discovery requests, they have
6 instead sought to re-write the Complaint, falsely claiming that "the Plaintiffs impermissibly seek
7 to hold the stockholders liable for the negligence of GNL, Corp. [GNL]" solely by virtue of
8 holding stock." Mot. at 9:23-24. This is not what the Plaintiffs have alleged, and the Defendants
9 know it.

10 In fact, the Complaint alleges that the Defendants (together with co-defendant GNL) own
11 and operate the Laughlin Nugget and so owed a duty of care to the Plaintiffs to install, operate,
12 and maintain the premises and equipment therein in safe condition – a duty they breached through
13 their negligence. *See* Complaint ¶¶ 6, 25-28, 31, and 34. The key issue is whether the Defendants
14 have presented sufficient evidence to eliminate any issue of triable fact regarding their culpability.
15 This Court has repeatedly found that the Defendants failed to meet this burden. *See e.g.*, October
16 31 Order at 3:13-15; 4:20-22; and 5:1-2, 7-10.

17 **A. Pre-Discovery Evidence Shows the Defendants Run the Laughlin Nugget.**

18 As the Court knows from the Defendants' prior failed motions, Landry's has repeatedly
19 affirmed its control over operations at the Laughlin Nugget. When Landry's announced its
20 acquisition of the property in 2005, it boasted that "*Landry's operating skill and leadership* will
21 help boost" the Laughlin Nugget to "*a new level of performance* and satisfaction." Declaration
22 of Mohamed A. Iqbal, Jr., in Support of Plaintiffs' Opposition to Defendants' Motion for Summary
23 Judgment ("Iqbal Decl."), Exhibit C (emphasis added). On its corporate website in 2012, Landry's
24 bragged "At Golden Nugget Laughlin ... *Landry's added* three restaurants ... *and upgraded* the
25 breathtaking river-view rooms." Iqbal Decl., Exhibit D (emphasis added).

1 In 2016, after the Plaintiffs' injuries, Landry's continued to affirm its control over
2 operations at the Laughlin Nugget, posting on its website that in response to a recent data security
3 breach, it implemented "[e]nhanced security measures, including end-to-end encryption" at its
4 properties, including the Laughlin Nugget. Iqbal Decl., Exhibit E. The new encryption system
5 included the restaurants, coffee shops, and all of the retail areas at the Laughlin Nugget, indicating
6 that Landry's exercised control throughout the property. *Id.* Moreover, Landry's claimed it was
7 actively directing the changes, announcing it "*hired a leading cyber security firm* to examine our
8 payment card systems [and], *implemented advanced payment processing solutions*," and was
9 "*working closely with the payment card networks* to identify potentially affected cards." *Id.*
10 (emphasis added). Rather than the passive shareholder described in the instant Motion, Landry's
11 repeatedly has told the world that it is actively involved in the running of the Laughlin Nugget.

12 GNI has similarly conceded that it shares control over operations at the Laughlin Nugget,
13 stating in its last public 10-Q filing with the Securities and Exchange Commission that through its
14 subsidiaries, it "owns and operates the Golden Nugget hotel, casino, and entertainment resorts in
15 downtown Las Vegas and Laughlin, Nevada." Iqbal Decl., Exhibit B at p. 7. GNI repeated this
16 claim throughout its SEC filings, asserting that it "owns and operates the Golden Nugget hotel,
17 casino, and entertainment resorts which consist of two properties, one in Las Vegas and the other
18 in Laughlin, Nevada," *id.* at p. 10, and flatly stating "*We own and operate* the Golden Nugget—
19 Las Vegas and *the Golden Nugget—Laughlin* hotel casinos." *Id.* at p. 27. GNI has produced no
20 documents suggesting that it has relinquished this control over operations.

21 On the basis of these statements alone, the Court denied the Defendants' prior summary
22 judgment motions – and it was right to do so. Indeed, it would be difficult to imagine a clearer
23 case where the evidence presented a genuine issue of material fact, unless additional evidence
24 obtained in discovery further demonstrated the Defendants' control.

25
26 ///

1 **B. Evidence Obtained in Discovery Further Demonstrates Defendants' Control.**

2 It should come as no surprise that additional evidence showing the Defendants' control
3 over the Laughlin Nugget was obtained in discovery. For example, the requisition approval for
4 parts needed to retrofit cracked steps on the Laughlin Nugget down escalator (after that escalator
5 broke Mr. Brown's neck) came from Landry's. Iqbal Decl., Exhibit F. When a request for labor
6 to install the new steps was delayed pending a local supervisor's concurrence, Landry's issued a
7 notice to the Laughlin Nugget prompting them to act: the email was issued with the heading
8 "Action Required." Iqbal Decl., Exhibit G.

9 That action was "***required***" when Landry's said so was well understood by personnel at
10 the Laughlin Nugget. Richard L. Smith, the official responsible for risk management functions at
11 the Laughlin Nugget, described Landry's corporate risk manager Le Ann Lopez as "almost like ...
12 my boss." Iqbal Decl., Exhibit H at 86:19-23; 87:4-8. He further testified that whenever injury
13 accidents occur at the Laughlin Nugget he conferred with Landry's corporate counsel for advice
14 on how to proceed, *id.* at 118:25-119:11, and that investigation of such matters are the
15 responsibility of Landry's staff counsel. *Id.* at 132:6-12. Similarly, Don Hartmann, Director of
16 Facilities at the Laughlin Nugget, testified that in addition to his local supervisors, "I also report
17 to corporate as well" – and specified that his reporting official was Chris McComas, Director of
18 Hotels for Landry's. Iqbal Decl., Exhibit I at 30:3-31:6.

19 Additionally, Mr. Hartmann testified that he also reports to Clint Belka, Vice President of
20 Engineering at the Golden Nugget in Las Vegas ("the Las Vegas Nugget"). According to the
21 organizational chart provided by the Defendants, the Las Vegas Nugget is a putatively-separate
22 entity; neither Mr. Belka nor Mr. Hartmann are in each other's chain of supervision except through
23 some other entity. Iqbal Decl., Exhibit J. The owner of both properties is GNI, *id.*; the cross-
24 entity chain of command described by Mr. Hartmann links there. This is confirmed by the
25 testimony of Mr. Belka, who testified that personnel from outside the Las Vegas Nugget would
26 periodically take him to other Golden Nugget properties, including the Laughlin Nugget, to

1 perform random “quality check[s]” on their operations. Iqbal Decl., Exhibit K at 24:5-11; 24:22-
2 25:3. The testimony of Mr. Belka and Mr. Hartmann confirms that GNI continues to operate the
3 Laughlin Nugget, just as it described in its federal filings. Iqbal Decl., Exhibit B.

4 Mr. Belka also testified that capital budgets for all of the Golden Nugget properties are
5 allocated at the “corporate level,” meaning the general managers of all the properties “and above,”
6 and that as the smallest property the Laughlin Nugget receives the smallest slice of the pie. *Id.* at
7 32:16-33:10. This is particularly significant because the escalator that broke Plaintiff Joe Brown’s
8 neck was an older model whose steps were prone to cracking. Iqbal Decl., Exhibit L at 119:6-21.
9 Indeed, Chris Dutcher, the ThyssenKrupp engineer who serviced the escalator recommended –
10 prior to the accident that caused the Plaintiffs’ injuries – that it be replaced; but this was an
11 expensive proposal that GNI did not follow. *Id.* at 188:14-190:5.³ A rational trier of fact could
12 conclude that GNI’s budget and supervision practices are additional evidence of its continuing
13 control of operations and that the Plaintiffs wound up bearing the cost of GNI’s decisions.

14 Even before discovery, the Court correctly concluded that there were genuine issues of
15 material fact as to the ownership and control of the Laughlin Nugget. The Defendants have
16 produced no new evidence to challenge that conclusion; on the contrary, discovery has only
17 revealed *additional evidence* showing that whatever the Defendants may pretend to be true when
18 problems arise, they are the ones who exercise control over the budget, staff, and maintenance of
19 equipment at the Laughlin Nugget. The instant Motion is thus, like all of its predecessors, without
20 merit.

21 ///

22 _____
23 ³ In their companion Motion for Summary Judgment, Defendants argue that all the steps in the
24 down escalator were replaced in 2012. In fact, Mr. Dutcher testified even though he recommended
25 all of the stairs be replaced for safety’s sake, Iqbal Decl. Exhibit K at 135:3-8, only “a few” steps
26 on the down escalator were actually replaced. *Id.* at 138:7-20. Mr. Dutcher also testified that
27 cracks in the remaining steps developed prior to May 7, 2015 – in other words, *before* the escalator
28 broke Mr. Brown’s neck. *Id.* at 174:12-175:5.

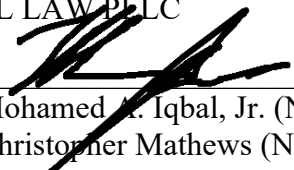
1 **V. CONCLUSION.**

2 For all the foregoing reasons, the Motion should be DENIED.

3 Dated this 19th day of November 2018.

Respectfully Submitted,

4 IQBAL LAW PLLC

5 By: 
6 Mohamed A. Iqbal, Jr. (NSB #10623)
7 Christopher Mathews (NSB #10674)

8 *Attorneys for Plaintiffs Joe N. Brown and*
9 *Nettie Brown*

10 **CERTIFICATE OF SERVICE**

11 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this 19th
12 day of November 2018, I caused to be served a true and correct copy of the foregoing
13 **PLAINTIFFS' OPPOSITION TO DEFENDANTS' LANDRY'S AND GOLDEN NUGGET,**
14 **INC.'S, MOTION FOR SUMMARY JUDGMENT ON LIABILITY AND PUNITIVE**
15 **DAMAGES** to be served as follows:

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

19 _____ Pursuant to EDCR 7.26, to be sent via facsimile; and/or

20 **X** Pursuant to EDCR 7.26, by transmitting via the Court's electronic filing services
21 by the document(s) listed above to the Counsel set forth on the service list.

22 _____
23 */s/ Kevin Williams*
24 An employee of IQBAL LAW PLLC

25
26
27 **PLAINTIFFS' OPPOSITION TO DEFENDANTS' LANDRY'S AND**
28 **GOLDEN NUGGET, INC.'S, MOTION FOR SUMMARY JUDGMENT**

**DECLARATION OF MOHAMED A. IQBAL, JR., IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

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

1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe N. Brown and Nettie J. Brown (“Plaintiffs”) in case no. A-16-739887-C and make this declaration subject to penalty of perjury under the laws of the United States and the State of Nevada, in support of Plaintiffs’ Opposition to Defendants’ Motion for Summary Judgment, filed herewith.
2. **Exhibit A** to this Declaration is a Statement of Disputed Facts.
3. **Exhibit B** to this Declaration is a true and correct copy of GNI’s last publicly-available Form 10- Q filing with the U.S. Securities and Exchange Commission, taken from the EDGAR online database.
4. **Exhibit C** to this Declaration is a true and correct copy of the press release issued by Landry’s (under its former name, Landry’s Restaurants, Inc.) announcing the purchase of the Laughlin Nugget.
5. **Exhibit D** to this Declaration is a true and correct copy of the Landry’s corporate website page “Landry’s History” as it appeared when it was first released on January 14, 2012.
6. **Exhibit E** to this Declaration is a true and correct copy of a Landry’s press release dated January 29, 2016, concerning, inter alia, the Laughlin Nugget.
7. **Exhibit F** to this Declaration is a true and correct copy of an email from Landry’s Inc. dated August 10, 2015, produced in discovery by the Defendants and bearing Bates label GNL 000877. This document was marked “Confidential” by the Defendants and without waiving their right to challenge this designation Plaintiffs will provide a hard copy of the document to the Court, and will provide courtesy copies to counsel for the parties upon request.
8. **Exhibit G** to this Declaration is a true and correct copy of an email from Landry’s Inc. dated December 17, 2015, produced in discovery by the Defendants and bearing Bates label GNL 000897. This document was marked “Confidential” by the Defendants and without waiving their

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right to challenge this designation Plaintiffs will provide a hard copy of the document to the Court, and will provide courtesy copies to counsel for the parties upon request.

9. **Exhibit H** to this Declaration is a true and correct excerpt of the transcript from the deposition of Richard L. Smith, Risk Manager at the Laughlin Nugget, including pages 86, 87, 118, 119, and 132.

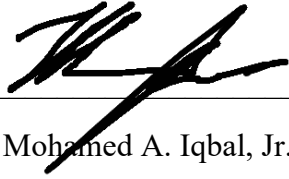
10. **Exhibit I** to this Declaration is a true and correct excerpt of the transcript from the deposition of Don Hartmann, Director of Facilities at the Laughlin Nugget, including pages 30 and 31.

11. **Exhibit J** to this Declaration is a true and correct copy of an organizational chart produced in discovery by the Defendants and bearing Bates label GNL 000440. This document was marked “Confidential” by the Defendants and without waiving their right to challenge this designation Plaintiffs will provide a hard copy of the document to the Court, and will provide courtesy copies to counsel for the parties upon request.

12. **Exhibit K** to this Declaration is a true and correct excerpt of the transcript from the deposition of Vice President of Engineering at the Golden Nugget in Las Vegas, including pages 24, 25, 32, and 33.

13. **Exhibit L** to this Declaration is a true and correct excerpt of the transcript from the deposition of Chris Dutcher of Thyssenkrupp Elevator Corp., including pages 119, 188, 189, and 190.

Dated this 19th day of November 2018.

By: 
Mohamed A. Iqbal, Jr.

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EXHIBIT A

EXHIBIT A

JNB01456

STATEMENT OF DISPUTED FACTS RE: MOTION FOR SUMMARY JUDGMENT

PURPORTEDLY UNDISPUTED FACT	ACTUAL STATUS	SUPPORTING EVIDENCE
6. GNL owns, operates, and manages the Golden Nugget Laughlin	Disputed. Landry's, GNI, and GNL exercise control of the Laughlin Nugget together.	Exhibits B, C, D, E, F, G, H, I, J, and K to this Declaration.
7. GNL was in control on [sic] the escalator on the date of the Subject Incident.	Disputed. Landry's, GNI, and GNL exercised control of the escalator together.	Exhibits B, C, D, E, F, G, H, I, J, and K to this Declaration.
8. LANDRY'S does not directly, or indirectly, manage or operate GNL but is merely a stockholder.	Disputed. Landry's exercises management and operational control and authority over GNL, as admitted in its public statements and described by GNL employees.	Exhibits B, C, D, E, F, G, H, I, and K to this Declaration.
9. LANDRY'S does not directly, or indirectly, manage or operate the Golden Nugget Laughlin.	Disputed. Landry's exercises management and operational control and authority over the Laughlin Nugget, as admitted in its public statements and admitted by GNL employees.	Exhibits B, C, D, E, F, G, H, I, and K to this Declaration.
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.	Disputed. GNI informed the SEC that it was a wholly-owned subsidiary of Landry's and produced no documents purporting to accomplish a change in ownership; and Landry's continued to exercise control over the Laughlin Nugget.	Exhibits B, C, D, E, F, G, H, I, and K to this Declaration.
12. GNI does not directly, or indirectly, manage or operate GNL.	Disputed. GNI exercises management and operational control and authority over GNL, as admitted in its SEC filings and described by GNL employees and GNLV employees.	Exhibits B, H, I, J, and K to this Declaration.
13. GNI does not directly, or indirectly, manage or operate the Golden Nugget Laughlin.	Disputed. GNI exercises management and operational control and authority over the Laughlin Nugget, as admitted in its SEC filings and described by GNL employees and GNLV employees.	Exhibits B, H, I, J, and K to this Declaration.

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EXHIBIT B

EXHIBIT B

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

FORM 10-Q

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

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2006

Commission file number 333-114335

GOLDEN NUGGET, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

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

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

89101
(Zip Code)

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

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

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

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

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

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

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

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

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GOLDEN NUGGET, INC.
PART 1. FINANCIAL INFORMATION

ITEM 1. Financial Statements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

Principles of Consolidation

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

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

Basis of Presentation

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

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

Revenue Recognition and Promotional Allowances

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

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

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

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

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

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

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

Recent Accounting Pronouncements

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

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

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

Segment Reporting

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

Supplemental Cash Flow Information

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

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

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Form 10-Q

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

2. CHANGE OF CONTROL

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

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

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

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

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

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

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

3. ACCRUED LIABILITIES

Accrued liabilities consisted of the following:

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

4. LONG-TERM DEBT*Debt Issuance*

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

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

Bank Credit Agreement

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

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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

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

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

Long-term debt is comprised of the following:

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

5. FREMONT STREET EXPERIENCE

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

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

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

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GOLDEN NUGGET, INC.
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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

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

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

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

Summarized financial information of FSE is as follows:

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

6. EMPLOYEE BENEFIT PLANS

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

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

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

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

7. COMMITMENTS AND CONTINGENCIES

General Litigation

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

8. TRANSACTIONS WITH AFFILIATES

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

9. SUMMARIZED FINANCIAL INFORMATION

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

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

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

CONDENSED CONSOLIDATING BALANCE SHEETS

September 30, 2006

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

(a) To eliminate investment in subsidiaries in consolidation.

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

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

CONDENSED CONSOLIDATING BALANCE SHEETS

December 31, 2005

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

(a) To eliminate investment in subsidiaries in consolidation.

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

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

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS

For the three months ended September 30, 2006

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

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

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

(c) To eliminate taxes in consolidation.

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GOLDEN NUGGET, INC.
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NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS-CONTINUED

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS

For the nine months ended September 30, 2006

	Successor Company			
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries	Total
Net revenues	<u>\$ —</u>	<u>\$ 170,238</u>	<u>\$ —</u>	<u>\$ 170,238</u>
Cost and expenses				
Casino-hotel operations	—	97,083	—	97,083
General and administrative	—	36,339	—	36,339
Depreciation and amortization	—	8,713	—	8,713
Total cost and expenses	<u>—</u>	<u>142,135</u>	<u>—</u>	<u>142,135</u>
Operating income	<u>—</u>	<u>28,103</u>	<u>—</u>	<u>28,103</u>
Other income (expense)				
Equity in loss of joint venture	—	(744)	—	(744)
Equity in income (loss) of subsidiaries	25,219	—	(25,219)(a)	—
Interest expense, net	(10,440)	(19)	—	(10,459)
Gain (loss) on disposal of fixed assets	—	(6)	—	(6)
Interest expense associated with pushed down indebtedness	—	(10,440)	10,440(b)	—
Total other income (expense)	<u>14,779</u>	<u>(11,209)</u>	<u>(14,779)</u>	<u>(11,209)</u>
Income (loss) before income taxes	<u>14,779</u>	<u>16,894</u>	<u>(14,779)</u>	<u>16,894</u>
Provision for income taxes	<u>3,667</u>	<u>5,782</u>	<u>(3,667)(c)</u>	<u>5,782</u>
Net income (loss)	<u>\$ 11,112</u>	<u>\$ 11,112</u>	<u>\$ (11,112)</u>	<u>\$ 11,112</u>

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

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

(c) To eliminate taxes in consolidation.

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

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS

For the period from September 27, 2005 through September 30, 2005

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

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

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

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

CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS

For the period from January 1, 2005 through September 26, 2005

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

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

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

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

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

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

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

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

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the nine months ended September 30, 2006

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

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

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

For the period from January 1, 2005 through September 26, 2005

	Predecessor Company			
	Golden Nugget, Inc.	Guarantor Subsidiaries	Consolidating/ Eliminating Entries	Total
Cash flows from operating activities	\$ 7,144	\$ 8,950	\$ —	\$16,094
Cash flows from investing activities				
Acquisition of property and equipment	—	(6,009)	—	(6,009)
Proceeds from the sale of equipment	—	1,157	—	1,157
Contributions to joint venture	—	(704)	—	(704)
Net cash used in investing activities	—	(5,556)	—	(5,556)
Cash flows from financing activities				
Payments on term loan	(2,100)	—	—	(2,100)
Net borrowings (repayments) under revolving credit facility	(7,065)	—	—	(7,065)
Additional contribution of equity from parent	3,000	—	—	3,000
Distributions to Parent	(979)	—	—	(979)
Net cash provided by financing activities	(7,144)	—	—	(7,144)
Net increase in cash and cash equivalents	—	3,394	—	3,394
Cash and cash equivalents, beginning of period	—	24,119	—	24,119
Cash and cash equivalents, end of period	\$ —	\$ 27,513	\$ —	\$27,513

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

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

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

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

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

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

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

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

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

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

Recent Developments*Purchase of Golden Nugget, Inc.*

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

Seasonality and Quarterly Results

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

Results of Operations

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

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

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Revenues

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

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

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

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

Operating Expenses

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

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

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

Other Income and Expense

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

Income Taxes

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

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

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

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

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

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

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

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

Operating Expenses

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

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

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

Other Income and Expense

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

Income Taxes

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

Liquidity and Capital Resources

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

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

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

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

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

Critical Accounting Policies

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

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

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

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

ITEM 4. DISCLOSURE CONTROLS AND PROCEDURES**Evaluation of Disclosure Controls and Procedures**

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

Changes in Internal Control over Financial Reporting

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

PART II - OTHER INFORMATION

Item 1. Legal Proceedings - None.

Item 5. Other Information - None.

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Item 6. Exhibits

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

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SIGNATURES

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

Golden Nugget, Inc.,
Registrant

/s/ Tilman J. Fertitta

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

/s/ Rick H. Liem

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

Dated: November 14, 2006

JNB01492

EXHIBIT C

EXHIBIT C

JNB01493

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

Company Adds Premier Casinos to Restaurant,

Hospitality, Entertainment Properties

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

JNB01494

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

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

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

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

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

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

JNB01495

SOURCE Landry's Restaurants, Inc.

JNB01496

EXHIBIT D

EXHIBIT D

JNB01497



Landry's History

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

First Steps

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

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

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

Building the Company

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



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

Entertaining Even Bigger Ideas

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

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

A Growing Recipe for Success

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

Making a Splash

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

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

Rooms with a View

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

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Wayback Machine

80 captures
14 Jan 12 - 24 Aug 16

http://www.landrysinc.com/aboutUs/history.asp

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experience.

Putting Our Signature on Dining

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

Entering a Golden Era

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

Taking Entertainment to New Heights

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

A Prehistoric Family Adventure

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

A Bold Direction

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

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craft.

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

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

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

Out with the Old, in with the Gold

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

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EXHIBIT E

EXHIBIT E

JNB01502



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

January 29, 2016

[California Residents, please view here](#)

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

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

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

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

JNB01503

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

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

MORE INFORMATION ON WAYS TO PROTECT YOURSELF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A consumer reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, a few days before actually applying for new credit.

EXHIBIT F

EXHIBIT F

JNB01507

GNLN Don Hartmann

From: Landry's Inc. <proderp@ldry.com>
Sent: Monday, August 10, 2015 7:36 AM
To: Hartmann, Don
Subject: FYI: Purchase Requisition 1005223 has been approved

From **Trantina, Alan**
To **Hartmann, Donald**
Sent **10-Aug-2015 14:35:15**
ID **11126094**

Requisition Total **REDACTED**
Non-Recoverable Tax **0.00 USD**
Justification
Attachments

Required to replace step chain rollers during retro fit of cracked steps for down escalator.

Requisition Lines							
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	USP29864 Roller, 4" Dia. x 7/8" Step Chain Roller	KONE INC	000	Each	40	REDACTED	REDACTED
Approval Sequence							



Num	Name	Action	Action Date	Note
1	Hartmann, Donald K	Submitted	10-Aug-2015 14:24:08	Required to replace step chain rollers during retro fit of cracked steps for down escalator.
2	Trantina, Alan (#GN_SUPERVISOR_APPROVES)	Approved	10-Aug-2015 14:35:14	

EXHIBIT G

EXHIBIT G

JNB01509

GNLN Don Hartmann

From: Landry's Inc. <proderp@ldry.com>
Sent: Thursday, December 17, 2015 2:24 PM
To: Hartmann, Don
Subject: Action Required: Purchase Requisition Amendment 1010108 for Gibson, Codi (11,500.00 USD)

From **Gibson, Codi** Requisition Total **REDACTED**
To **Hartmann, Donald** Non-Recoverable Tax **0.00 USD**
Sent **17-Dec-2015 22:23:50** Justification **needed to replace escalator steps in the casino leading down to river walk (CAPITALIZED)**
ID **11392531** Attachments **E-1 Don Hartmann**

Requisition Lines							
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	40 escalator steps to be installed by ThyssenKrupp (LABOR ONLY)	THYSSENKRUPP ELEVATOR	000	Each	1	REDACTED	REDACTED
Approval Sequence							



Num	Name	Action	Action Date	Note
1	Gibson, Codi P	Submitted	17-Dec-2015 22:23:49	needed to replace escalator steps in the casino leading down to river walk (CAPITALIZED)
2	Hartmann, Donald K (#GN_SUPERVISOR_APPROVES)	Pending		E-1 Don Hartmann

Related Applications

- [View Requisition Details](#)
- [Edit Requisition](#)
- [Open Document](#)

Please click on one of the following choices to automatically generate an E-mail response. Before sending the E-mail response to close this notification, ensure all response prompts include a desired response value within quotes.

Please approve or reject this requisition.

Action: **Approve** **Reject** **Request Information**

EXHIBIT H

EXHIBIT H

JNB01511

1 time to time -- the corporate director of risk
2 management from time to time. I hear from the
3 attorneys.

4 Q. Corporate risk manager, you just said?

5 A. I misspoke. It's the director of -- associate
6 director of corporate risk manager. I don't even know
7 what that is.

8 Q. Okay. Associate director of corporate risk
9 management?

10 A. Of risk management. I -- I don't know what the
11 title is.

12 Q. I gotcha. But as far as you know, sitting here
13 today, you're not exactly clear but it's something like
14 associate director, risk management?

15 A. Yes.

16 Q. Okay. Is there a director of risk management?

17 A. I don't know. That's the thing, is that's --
18 the title has always mystified me. I don't know.

19 Q. Gotcha. Now, the associate director, risk
20 management, who is that?

21 A. Her name is Le Ann Lopez.

22 Q. And she's with corporate?

23 A. She's with Landry's, yeah.

24 Q. She's with Landry's, okay. What is the scope of
25 her authority?

1 MS. McLEOD: Objection; calls for speculation.

2 BY MR. IQBAL:

3 Q. As far as you know.

4 A. Yeah, I don't actually know. Yeah, I don't even
5 know how to describe the relationship. It's -- I mean,
6 sometimes it's almost like being my boss, except if I
7 choose not to do what is, you know, being presented,
8 then nothing happens. So it's not really a boss.

9 Q. I gotcha so let's clarify this a little bit. So
10 Le Ann Lopez will ask you certain things, and you have
11 the freedom to either do what she asks or say no;
12 correct?

13 A. Yeah. And, I mean, you're talking about across
14 time. I mean, I almost never interact with her. But
15 I've seen e-mails from her.

16 Q. Okay. Are they to you?

17 A. Yeah.

18 Q. And typically do you read them?

19 A. Sometimes.

20 Q. Sometimes you don't read her e-mails?

21 A. It just depends. If I know what it's about,
22 then it's -- if it doesn't, you know, concern me, then I
23 won't. I will eventually, but it's -- you know, I've
24 got to deal with stuff, so --

25 Q. I gotcha. So some of her e-mails you ignore for

1 Q. Got it. And, if you know, do you know how long
2 Elliott's been there?

3 A. It seems like a long time, but it's probably
4 been three or four years, something like that.

5 Q. Okay. And if you know, do you know how long
6 Julie Moeller's been there?

7 A. It's less than that. Probably two years or
8 something like.

9 Q. Okay.

10 A. And that's -- it could be longer or shorter. I
11 don't --

12 Q. Okay. Now, you also said in this case that --
13 it looks like you got -- you were the first to get the
14 Complaint and the Summons in this case?

15 A. I seem to remember that I received it, but I
16 couldn't swear to it.

17 Q. No problem. No problem. Is that typical, or is
18 that unusual?

19 A. It just depends. I mean, if it goes through
20 the -- what do you call it, the registered agent? --
21 then it's not going to come to me first. But if they,
22 you know, send a copy to me, you know, fax a courtesy
23 copy, something like that, then it could very well come
24 to me.

25 Q. Okay. And when you first got this Complaint and

1 Summons, what did you do with it?

2 A. Basically just tried to figure out who it was.
3 I mean, the idea, of course, would be to pass it along
4 to legal. But it does no good to do that until we know
5 who it is, so I had to figure out -- try to figure out
6 who it was.

7 Q. Got it. And when you say "legal" -- you just
8 used that term -- what do you mean?

9 A. To the staff attorneys at Landry's.

10 Q. At Landry's?

11 A. Yeah.

12 Q. Okay. That's your legal department?

13 A. Yes.

14 Q. And how long did you take -- if you recall and
15 if you know, how long did you take to kind of figure
16 things out before you sent it along to staff at legal?

17 A. Let me clarify. If that was the order it
18 occurred in, it would have been the top priority to
19 figure it out. If they sent it to me to begin with, it
20 still would have been top priority to figure it out, but
21 if they already had it, I would not have to send it back
22 to them. I would say, This is who we think it is.

23 Q. Got it. And in this instance, it looks like you
24 were the first to get it, and so you forwarded it along
25 to legal?

1 A. I wouldn't necessarily be aware of them.

2 Q. Okay. As you sit here today, you don't recall
3 any investigations related to answering this
4 Supplemental Response?

5 A. Not that I was involved in.

6 Q. Okay. Typically, if there are investigations
7 into discovery questions or responses, who would handle
8 that, typically?

9 A. It would typically be counsel.

10 Q. When you say "counsel," you mean Landry's --
11 Elliott and --

12 A. Staff counsel, yes.

13 Q. Okay.

14 A. Or that's my assumption, I mean.

15 Q. Okay. Have you read the incident report that's
16 referenced here?

17 A. If it references the incident report to this
18 situation, I did, yes.

19 Q. But you're not sure?

20 A. Well, I -- that's the thing, these numbers don't
21 mean anything to me. I mean, my brain doesn't go, Oh,
22 let me remember all these, you know, whatever these
23 numbers are.

24 Q. Right.

25 A. It just doesn't mean anything to me.

EXHIBIT I

EXHIBIT I

JNB01517

1 supervisor?

2 A. I believe Mike was here approximately one year.

3 Q. All right. Now, is your interaction up in the
4 hierarchy limited to the vice president and general
5 manager, or do you talk to other superiors above the
6 general manager?

7 A. I talked to people above and below, because I
8 also report to Vice President of Facilities in
9 Las Vegas.

10 Q. And who is that?

11 A. Clint Belka.

12 Q. Okay. So on the corporate side, it's Alan. But
13 really with facilities, you also report to Clint?

14 A. And I also report to corporate as well.

15 Q. Okay. And who do you report to there?

16 A. Chris McComas.

17 Q. Can you spell the last name?

18 A. M-c-C-o-m-a-s.

19 Q. And what is Chris' title?

20 A. He is corporate facilities, Director of Hotel --
21 Hotels, I believe. Again, don't hold me to the accurate
22 title.

23 Q. No problem.

24 A. It's approximate.

25 Q. No problem at all.

1 Now Director of Hotels for Golden Nugget or
2 Landry's or --

3 A. Landry's.

4 Q. Now, Clint, VP of Facilities in Las Vegas for
5 Golden Nugget or for Landry's?

6 A. Golden Nugget.

7 Q. Clint's been around for a while; right? How
8 many years has he worked?

9 A. Over ten, I believe.

10 Q. Okay. And how about Chris?

11 A. Approximately three years, maybe longer.

12 Q. Okay. If there's a technical issue with the
13 facilities, if an accident occurs involving something on
14 the -- in the facility, who do you inform?

15 MS. McLEOD: Objection; form, assumes facts.

16 BY MR. IQBAL:

17 Q. You can answer.

18 A. I wouldn't be involved with accidents --

19 Q. Okay.

20 A. -- or injuries unless it was directly -- I had
21 direct involvement.

22 Q. Okay.

23 A. Those issues would be reported to security --

24 Q. Okay.

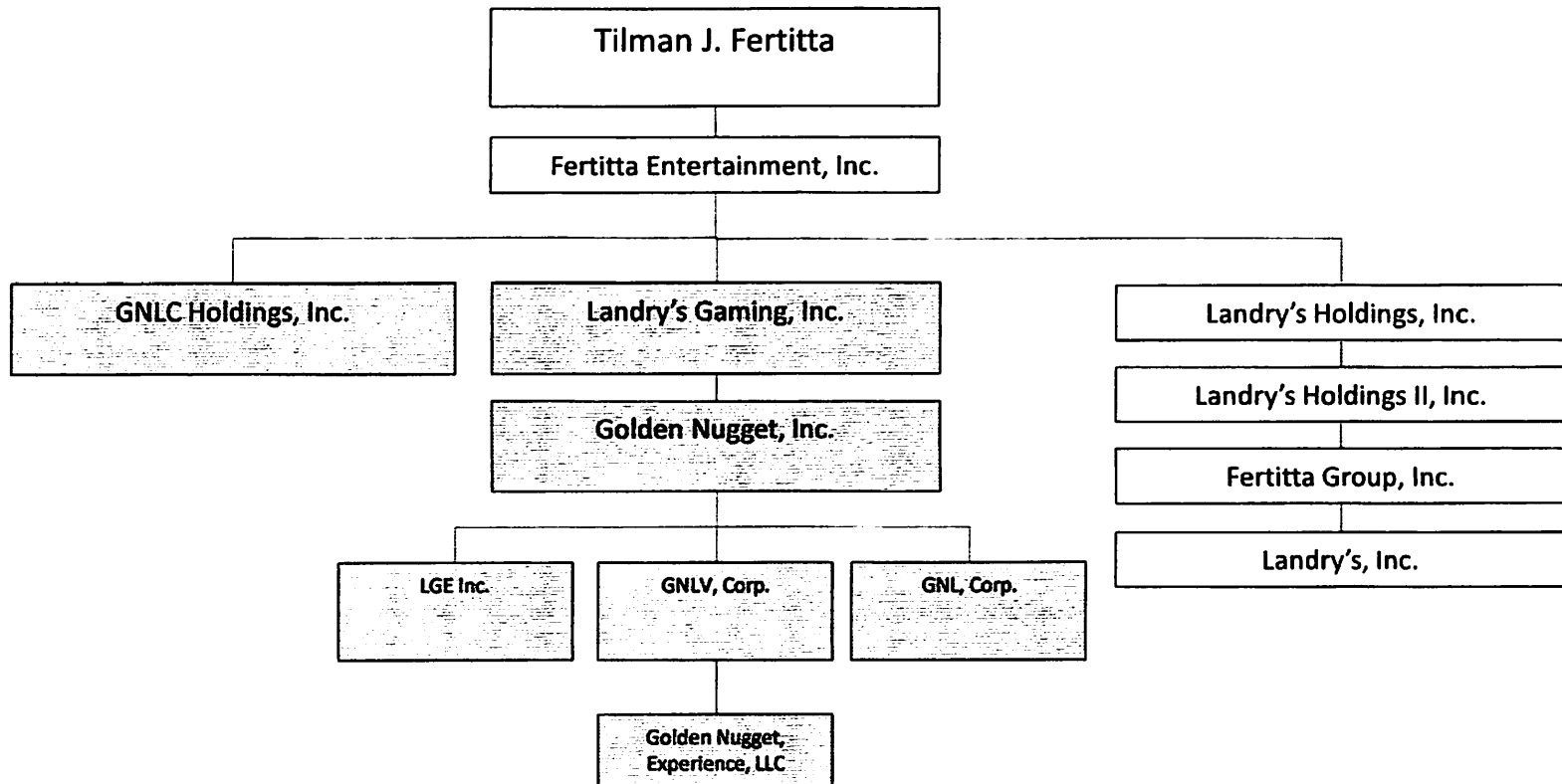
25 A. -- and surveillance.

EXHIBIT J

EXHIBIT J

JNB01520

Schedule 2
Landry's Gaming, Inc.
Post-Dividend Structure



GNL 000440

CONFIDENTIAL

JNB01521

EXHIBIT K

EXHIBIT K

JNB01522

1 **it later.**

2 Q. That makes sense, instead of waiting for the
3 requisition.

4 A. Yeah. Yeah.

5 Q. Okay. And when you -- and you indicated in 2012
6 that you're -- that you were involved in the process at
7 the Laughlin Nugget, but outside of that you can't
8 recall too many instances where you gave either advice
9 or a recommendation on Laughlin matters?

10 A. Not for the most part. I mean, we've done some
11 property visits just to see how things are going.

12 Q. Uh-huh.

13 A. But, no, Don and his team down there and the GMs
14 are responsible for the upkeep and everything on the
15 property.

16 Q. Your property visits, are they routine or
17 random?

18 A. Very random. I mean, I think I've been down
19 there once in, like, the last three years.

20 Q. Okay.

21 A. So --

22 Q. Is there a reason to go, I mean, considering
23 it's not within the scope of your duties?

24 A. It's more or less just to go for a quality
25 check, just to see how things are going. Sometimes

1 **someone from corporate will come in and say, Let's take**
2 **a trip and go down and see how they're doing it; and you**
3 **go down there, and they're doing fine.**

4 **Q. Okay. So do you know how decisions are made at**
5 **the Laughlin Nugget on whether to repair equipment or**
6 **replace it?**

7 **A. I would assume they have the same processes that**
8 **we do.**

9 **Q. Okay. But you're not sure?**

10 **A. I'm not 100 percent sure.**

11 **Q. Okay. But you would assume that the same**
12 **processes in place for the Las Vegas property would --**
13 **is your assumption would generally be in place for other**
14 **properties?**

15 **A. It would make sense that it would.**

16 **Q. Okay. Do you have any reason to believe that**
17 **there would be other processes?**

18 **A. No.**

19 **Q. How often do you have communications or**
20 **correspondence with Don?**

21 **A. Couple times a year, maybe.**

22 **Q. Via e-mails or phone calls?**

23 **A. Mostly would start with an e-mail, but -- you**
24 **know, and then if a phone call is needed, a phone call**
25 **is needed. But there's very few correspondence that**

1 **on Las Vegas.**

2 Q. Okay. Is that the flagship property?

3 A. **It's the largest.**

4 Q. Okay. How many rooms in Vegas?

5 A. **Approximately 2,400.**

6 Q. Hence, the staff of 85, I guess?

7 A. **And hence my sole focus on that property.**

8 Q. Gotcha. If you know -- and it's totally fine if
9 you don't -- what's the second largest property in the
10 Nugget system?

11 A. **I would say Lake Charles.**

12 Q. Lake Charles, Louisiana?

13 A. **Yeah.**

14 Q. Do you know roughly how many rooms they have?

15 A. **I think they are at 1,000 rooms.**

16 Q. Okay. I think Nugget Laughlin has 300 rooms.

17 Would that make it one of the smaller properties in the
18 Nugget?

19 A. **It probably makes it the smallest.**

20 Q. Okay. And then would that also, in your
21 experience and to your knowledge, would that make its
22 budget also the smallest for capital projects and things
23 like that?

24 A. **No. Percentagewise to the size of the property,**
25 **probably not. I think everyone probably gets a fair**

1 **allocation for budget money --**

2 Q. Okay.

3 A. -- based on size.

4 Q. Who makes those decisions on the budgets for the
5 capital projects, this is how much Nugget Las Vegas is
6 going to receive this year, this is how much Nugget
7 Lake Charles is going to receive, and this is how much
8 Nugget Laughlin is going to receive?

9 A. Well, I would imagine that decision is made at a
10 corporate level.

11 Q. Okay. When you mean "corporate," you mean your
12 GM and the GMs of the other properties and above?

13 A. Correct.

14 Q. Okay. Do the GMs of all -- to your knowledge,
15 if you know, like your direct boss, Chris Latil, does he
16 report to anyone specific?

17 A. I don't want to speak for who he exactly reports
18 to, because I would imagine he talks to several people.
19 But I believe they have a gentleman that's kind of over,
20 like, the gaming division --

21 Q. Okay.

22 A. -- that works with the general managers.

23 Q. Okay. All right. So what role does customer
24 safety play in deciding, you know, what repairs or
25 replacements will be made to equipment at the Golden

EXHIBIT L

EXHIBIT L

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1 that if approximately one-third of the steps are
2 cracked on a particular unit, then all of the
3 steps should be replaced, closed quote.

4 Do you see that?

5 A. Yes.

6 Q. What can cause escalator steps to
7 crack?

8 A. Do you have the piece of paper
9 regarding the KONE step cracks?

10 Q. Yes (handing).

11 MS. MASTRANGELO: No. I have it if you
12 want to use it. He's talking about the OEM --

13 A. It's a known condition --

14 MS. MASTRANGELO: -- product bulletin.

15 A. -- of a Montgomery escalator, that
16 their stairs will crack.

17 BY MR. IQBAL:

18 Q. You just said it -- it's a known
19 condition?

20 A. It's a known condition by the
21 manufacturer that built the escalator.

22 Q. Okay.

23 MS. MASTRANGELO: You can use this if you
24 want it. I don't want to show it to him if you
25 don't want him to see it.

1 Q. Okay.

2 A. Other than that, I'm not sure, beyond
3 that scope.

4 Q. And with Platinum Premiere -- would you
5 say the Platinum Premiere coverage is -- is more
6 broad than the Gold coverage?

7 A. Broad? What do you mean?

8 Q. Does it cover more than --

9 A. I'm sure it does, as it says "Platinum"
10 on it.

11 Q. Okay. But other than the names,
12 Platinum and Gold, you don't really know?

13 A. No. They're not discussed.

14 Q. Okay. Do you ever recommend that the
15 escalator itself be replaced?

16 A. For modernization?

17 Q. Right.

18 A. The company likes to modernize
19 equipment --

20 Q. Right.

21 A. -- and get up to new codes.

22 Q. Right.

23 A. But it's a huge expense.

24 Q. Right. That's -- I guess -- that's not
25 my question.

1 Did you personally ever recommend, either
2 to Larry or Scott with your company, or Don or
3 anyone at Golden Nugget -- did you ever recommend
4 replacing the overall escalator?

5 A. Yes. With all the escalators in
6 Laughlin, I do the same thing.

7 Q. Okay. When did you first recommend
8 full replacement of the Laughlin escalators?

9 A. I don't remember the exact date.

10 Q. Was it years ago?

11 A. Years ago.

12 Q. Was it closer to when you started,
13 around 2010?

14 A. It was between that and 2015; I know
15 that.

16 Q. How many times did you recommend full
17 replacement of the escalator?

18 A. Once.

19 Q. Okay.

20 A. And then the company forward -- follows
21 up with that.

22 Q. Okay. So you recommended it only once?

23 A. Yes.

24 Q. And what was the result of your
25 recommendation?

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.

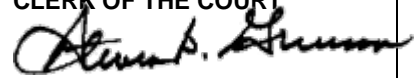
16 In 2013, 2014, 2015, 2016, 2017, 2018 --
17 after that date in September of 2012, did you ever
18 recommend replacement of all 114 steps?

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,



OMD

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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; THYSSENKRUPP ELEVATOR
CORP., a foreign 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 CORPORATION 1-75 and ROE
CORPORATION 1-25,

Third-Party Defendants

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' OPPOSITION TO MOTION
TO DISMISS**

Date of hearing:

Time of hearing:

PLAINTIFFS' OPPOSITION TO MOTION TO DISMISS

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Four weeks later, Landry's renewed its quest to avoid being held to account for its faulty escalator, moving for summary judgment on May 23, 2017. That motion relied on substantially the same arguments as the failed motion to dismiss, and in addition pointed to the moving defendants' own discovery responses³ disclaiming ownership and control of the Laughlin Nugget. In response, the Plaintiffs produced additional statements made by the moving defendants

³ As with the failed motion to dismiss, GNI joined in the motion for summary judgment.

1 contradicting those denials. Following yet another hearing, the Court concluded that the moving
2 defendants had not met their burden of showing no genuine issues of material fact as to the
3 ownership and control of the Laughlin Nugget, and by order entered July 31, 2017, denied the
4 request for summary judgement. *The very next day*, Landry's and its co-defendant GNI moved
5 for reconsideration. The Court heard that motion on October 10, 2017 and denied it by order
6 entered October 31, 2017 (*see* Order re Motion for Reconsideration (the "October 31 Order")).

7 The October 31 Order laid out the procedural history of the case and the various motions,⁴
8 and included detailed findings of fact and conclusions of law. In pertinent part, the Court noted
9 that "[t]o prevail against Defendants' motion to dismiss as to Landry's, Plaintiffs were required to
10 make, *and did make*, a *prima facie* showing that one or more causes of action in the FAC arose
11 from Landry's purposeful contacts with the State of Nevada." October 31 Order at 4:4-6.
12 (emphasis added). It went on to note that the moving defendants offered no new evidence or issues
13 of law that would meet the standard for reconsideration; but concluded that even were it inclined
14 to reconsider, the Court "would still find summary judgment inappropriate." *Id.* at 4:5-8.

15 Landry's has now filed yet another motion to dismiss. It has not asked the Court to
16 reconsider its prior rulings; instead, it simply ignores them, falsely arguing that despite the Court's
17 findings, "Plaintiffs have made absolutely no *prima facie* showing" that jurisdiction is proper.
18 Mot. at 9:4-5.

19 **III. LEGAL STANDARDS.**

20 Nevada's long-arm statute, NRS 14.065, allows our courts to exercise jurisdiction to the
21 same extent as the United States Constitution permits federal courts. *Arbella Mut. Ins. Co. v.*
22 *Eighth Judicial Dist. Court*, 134 P.3d 710, 712 (Nev. 2006). Personal jurisdiction is proper where
23 the defendant's home is in, or the cause of action arises from the defendant's contacts with, the
24 state of Nevada. *Baker v. Eighth Judicial Dist. Court*, 999 P.2d. 1020, 1023 (Nev. 2000).

25
26
27 ⁴ This section of Plaintiffs' brief is taken in large part from the October 31 Order, at ¶¶ 1-8.

To defeat a motion to dismiss under Rule 12(b)(2), a plaintiff need only make a *prima facie* showing that the Court's exercise of jurisdiction is proper. *Trump v. Eighth Judicial Dist. Court*, 857 P.2d 740, 743 (Nev. 1993); *see also Rio Properties, Inc. v. Rio International Interlink*, 284 F.3d 1007, 1019 (9th Cir. 2002).⁵ That is the extent of the burden: if there are disputes as to the facts, "those disputes must be resolved in favor of the plaintiff." *Trump*, 857 P.2d at 744, *quoting Levinson v. District Court*, 742 P.2d 1024, 1026 (Nev. 1987).

A court may exercise general jurisdiction over a foreign company when its contacts with the forum state are so continuous and systematic as to render it essentially at home in the forum state. *Viega GmbH v. Eighth Judicial Dist. Court*, 328 P.3d 1152, 1156-57 (Nev. 2014). Specific personal jurisdiction arises when the defendant purposefully enters the forum's market or establishes contacts in the forum and affirmatively directs conduct there, and the claims arise from that purposeful contact or conduct. *Id.* at 1157. To be subject to the Court's exercise of specific jurisdiction:

[t]he defendant must purposefully avail himself of the privilege of acting in the forum state or of causing important consequences in that state. The cause of action must arise from the consequences in the forum state of the defendant's activities, and those activities, or the consequences thereof, must have a substantial enough connection with the forum state to make the exercise of jurisdiction over the defendant reasonable.

Consipio Holding, BV v. Carlberg, 282 P.3d 751, 755 (Nev. 2012) (*quoting Jarstad v. Nat'l Farmers Union Prop. & Cas. Co.*, 552 P.2d 49, 53 (Nev. 1976)).

Once the plaintiff makes a *prima facie* showing of jurisdiction, the defendant "must present a compelling case that the presence of some other considerations would render jurisdiction unreasonable." *Peccole v. Eighth Judicial Dist. Court*, 899 P.2d 568, 570 (Nev. 1995) (citations omitted). Landry's has not asserted that any such considerations exist here.

⁵ Decisions interpreting the federal rules of civil procedure are persuasive authority in Nevada when the corresponding Nevada rule mirrors or is modeled on its federal counterpart. *Executive Mgmt. Ltd. v. Ticor Title Ins. Co.*, 38 P.3d 872, 876 (Nev. 2002); *Ford v. Branch Banking and Trust Co.*, 353 P.3d 1200, 1202 (Nev. 2015).

1 **IV. ARGUMENT.**

2 Although Landry's is loathe to admit it, this Court has repeatedly found that the Plaintiffs
3 have made a *prima facie* showing that specific jurisdiction exists in this case. The Court's prior
4 rulings were and are correct.

5 **A. Prior Evidence Shows Landry's Calls the Shots at the Laughlin Nugget.**

6 Landry's has held a Nevada business license for more than a decade and repeatedly
7 designated registered agents for service of process. Declaration of Mohamed A. Iqbal, Jr., in
8 Support of Plaintiffs' Opposition to Defendants' Motion to Dismiss ("Iqbal Decl.") Exhibits A and
9 B. There is no plausible dispute that Landry's has purposefully availed itself of the privilege of
10 acting in this State, or that Landry's fully understands that it may as a consequence be sued here.

11 The causes of action here stem from injuries caused by obsolete and faulty equipment at
12 the Laughlin Nugget. Landry's argues it "does not 'own, operate, or control'" the Laughlin Nugget
13 and that as a foreign corporation there is, for that reason, "no legal basis for which Plaintiffs may
14 maintain [*sic*] a lawsuit against it." Mot. at 4:9-11. As pointed out in prior motion practice,
15 however, Landry's claims have been repeatedly contradicted by Landry's own public statements,
16 made both before and after Plaintiffs' injuries occurred.

17 Landry's publicly announced its acquisition of the Laughlin Nugget on September 27,
18 2005. Iqbal Decl., Exhibit C. In its press release, Landry's boasted it would run the show:
19 "***Landry's operating skill and leadership*** will help boost" the property to "***a new level of***
20 ***performance*** and satisfaction." *Id.* (emphasis added). Landry's from the very beginning identified
21 itself as the entity in charge of the Laughlin Nugget, and continued to do so throughout the years.
22 On its corporate website, Landry's bragged "At Golden Nugget Laughlin ... ***Landry's added*** three
23 restaurants ... ***and upgraded*** the breathtaking river-view rooms." Iqbal Decl., Exhibit D (emphasis
24 added).

25 In 2016, well *after* the injuries to the Plaintiffs, Landry's reconfirmed its control over
26 operations at the Laughlin Nugget, announcing on its website that in response to a recent data
27 security breach, it implemented "[e]nhanced security measures, including end-to-end encryption"

28 **PLAINTIFFS' OPPOSITION TO MOTION TO DISMISS**

1 at its properties, including the Laughlin Nugget. Iqbal Decl., Exhibit E. The new encryption
2 system included the restaurants, coffee shops, and all of the retail areas at the Laughlin Nugget,
3 indicating that Landry's exercised control throughout the property. *Id.* Moreover, Landry's
4 claimed it was actively directing the changes, announcing it "***hired a leading cyber security firm***
5 to examine our payment card systems [and], ***implemented advanced payment processing***
6 ***solutions,***" and was "***working closely with the payment card networks*** to identify potentially
7 affected cards." *Id.* (emphasis added). Despite these public affirmations of responsibility and
8 control, Landry's now seeks to portray itself as a passive investor, divorced from the operations of
9 the Laughlin Nugget.

10 The pattern here is painfully clear. When there are improvements at the Laughlin Nugget,
11 Landry's places itself front and center for public praise; yet when things go wrong – as, for
12 example, when a guest's spine is snapped by the obsolete and shoddily-maintained down escalator
13 at the Laughlin Nugget – Landry's pretends it has nothing to do with running the property. This
14 transparent hypocrisy, however, cannot save Landry's from the authority of the Nevada judicial
15 system: as this Court has already determined, the evidence obtained prior to discovery was and is
16 sufficient for a *prima facie* showing of personal jurisdiction.

17 **B. New Evidence *Still* Shows Landry's Calls the Shots at the Laughlin Nugget.**

18 In fact, evidence obtained in discovery in this case show that Landry's not only had overall
19 control of operations; it retained oversight and approval authority for repairs to the very equipment
20 that caused Plaintiffs' injuries. The requisition approval for the parts required to retrofit the
21 cracked steps on the down escalator at the Laughlin Nugget after it broke Plaintiff Joe Brown's
22 neck came from Landry's. Iqbal Decl. Exhibit F. When a request for labor to install the new steps
23 was delayed pending a local supervisor's concurrence, Landry's issued a notice to the Laughlin
24 Nugget prompting them to act: the email was issued with the heading "Action Required." Iqbal
25 Decl. Exhibit G.

26 That action was "***required***" when Landry's said so was well understood by personnel at
27 the Laughlin Nugget. Richard L. Smith, the official responsible for risk management functions at

1 the Laughlin Nugget, described Landry's corporate risk manager Le Ann Lopez as "almost like ...
2 my boss." Iqbal Decl. Exhibit H at 86:19-23; 87:4-8. He further testified that whenever injury
3 accidents occur at the Laughlin Nugget he conferred with Landry's corporate counsel for advice
4 on how to proceed, *id.* at 118:25-119:11, and that investigation of such matters are the
5 responsibility of Landry's staff counsel. *Id.* at 132:6-12. Similarly, Don Hartmann, Director of
6 Facilities at the Laughlin Nugget, testified that in addition to his local supervisors, "I also report
7 to corporate as well" – and specified that his reporting official was Chris McComas, Director of
8 Hotels for Landry's. Iqbal Decl. Exhibit I at 30:3-31:6.

9 Despite its current and false protests, Landry's has made crystal clear through public and
10 private pronouncements and its structure of operations that it controls operations at the Laughlin
11 Nugget. The Plaintiffs have made much more than the *prima facie* showing required to defeat
12 Landry's fourth effort to avoid accountability for its negligence there. The instant Motion is, like
13 all of its predecessors, without merit.

14 **V. CONCLUSION.**

15 For all the foregoing reasons, the Motion should be DENIED.

16 Dated this 19th day of November 2018.

Respectfully Submitted,

17 IQBAL LAW PLLC

18 By: 

19 Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this 19th day of November 2018 I caused to be served a true and correct copy of the foregoing **PLAINTIFFS' OPPOSITION TO MOTION TO DISMISS** 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/ Kevin Williams
An employee of IQBAL LAW PLLC

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PLAINTIFFS' OPPOSITION TO MOTION TO DISMISS

**DECLARATION OF MOHAMED A. IQBAL, JR., IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANTS' MOTION TO DISMISS**

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

1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs") in case no. A-16-739887-C and make this declaration subject to penalty of perjury under the laws of the United States and the State of Nevada, in support of Plaintiffs' Opposition to Defendants' Motion to Dismiss, filed herewith.
2. **Exhibit A** to this Declaration is a true and correct copy of the Entity Detail listing from the Nevada Secretary of State for Landry's, Inc. ("Landry's"),¹ showing that Landry's has a business license in the State of Nevada and has held such a license since April 12, 2005.
3. **Exhibit B** to this Declaration is a true and correct copy of the Entity Actions webpage from the Nevada Secretary of State for Landry's, showing that Landry's has continuously updated its Nevada business license for the past more than 12 years.
4. **Exhibit C** to this Declaration is a true and correct copy of the press release issued by Landry's (under its former name, Landry's Restaurants, Inc.) announcing the purchase of the Laughlin Nugget.
5. **Exhibit D** to this Declaration is a true and correct copy of the Landry's corporate website page "Landry's History" as it appeared when it was first released on January 14, 2012.
6. **Exhibit E** to this Declaration is a true and correct copy of a Landry's press release dated January 29, 2016, concerning, *inter alia*, the Laughlin Nugget.
7. **Exhibit F** to this Declaration is a true and correct copy of an email from Landry's Inc. dated August 10, 2015, produced in discovery by the Defendants and bearing Bates label GNL 000877. This document was marked "Confidential" by the Defendants and without waiving their

¹ Landry's Inc. re-denominated itself "Landry's LLC" on or about July 27, 2018. The parties are aware of this change and have discussed amending the caption of the case to reflect the current naming convention. Plaintiffs anticipate a stipulation to that effect will be filed following the resolution of the current round of motions.

right to challenge this designation Plaintiffs will provide a hard copy of the document to the Court, and will provide courtesy copies to counsel for the parties upon request.

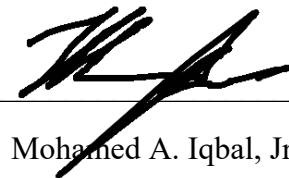
8. **Exhibit G** to this Declaration is a true and correct copy of an email from Landry's Inc. dated December 17, 2015, produced in discovery by the Defendants and bearing Bates label GNL 000897. This document was marked "Confidential" by the Defendants and without waiving their right to challenge this designation Plaintiffs will provide a hard copy of the document to the Court, and will provide courtesy copies to counsel for the parties upon request.

9. **Exhibit H** to this Declaration is a true and correct excerpt of the transcript from the deposition of Richard L. Smith, Risk Manager at the Laughlin Nugget, including pages 86, 87, 118, 119, and 132.

10. **Exhibit I** to this Declaration is a true and correct excerpt of the transcript from the deposition of Don Hartmann, Director of Facilities at the Laughlin Nugget, including pages 30 and 31.

Dated this 19th day of November 2018.

By: _____



Mohamed A. Iqbal, Jr.

JNB01542

EXHIBIT A

EXHIBIT A

JNB01543

LANDRY'S, INC.

Business Entity Information			
Status:	Active	File Date:	4/12/2005
Type:	Foreign Corporation	Entity Number:	E0209872005-3
Qualifying State:	DE	List of Officers Due:	4/30/2017
Managed By:		Expiration Date:	
NV Business ID:	NV20051124480	Business License Exp:	4/30/2017

Additional Information	
Central Index Key:	

Registered Agent Information			
Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	701 S CARSON ST STE 200
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89701
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 620,000.00
Par Share Count:	62,000,000.00	Par Share Value:	\$ 0.01

<input checked="" type="checkbox"/> Officers				<input type="checkbox"/> Include Inactive Officers	
Director - KENNETH BRIMMER					
Address 1:	1510 WEST LOOP S	Address 2:			
City:	HOUSTON	State:	TX		
Zip Code:	77027	Country:	USA		
Status:	Active	Email:			
Director - MICHAEL CHADWICK					
Address 1:	1510 WEST LOOP S	Address 2:			
City:	HOUSTON	State:	TX		
Zip Code:	77027	Country:	USA		
Status:	Active	Email:			
President - TILMAN J FERTITTA					
Address 1:	1510 WEST LOOP SOUTH	Address 2:			

JNB01544

City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	
Director - TILMAN J FERTITTA			
Address 1:	1510 WEST LOOP S	Address 2:	
City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	
Treasurer - RICK LIEM			
Address 1:	1510 WEST LOOP S	Address 2:	
City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	
Director - RICK H LIEM			
Address 1:	1510 WEST LOOP S	Address 2:	
City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	
Secretary - STEVEN L SCHEINTHAL			
Address 1:	1510 WEST LOOP SOUTH	Address 2:	
City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	
Director - STEVEN L SCHEINTHAL			
Address 1:	1510 WEST LOOP S	Address 2:	
City:	HOUSTON	State:	TX
Zip Code:	77027	Country:	USA
Status:	Active	Email:	

- Actions\Amendments			
Action Type:	Miscellaneous		
Document Number:	00000127126-99	# of Pages:	1
File Date:	4/12/2005	Effective Date:	
SUPPORTING DOCUMENT			
Action Type:	Foreign Qualification		
Document Number:	00000127127-00	# of Pages:	1
File Date:	4/12/2005	Effective Date:	
FEDEX TRK 7928-9591-7414 SAE 4-13-05			
Initial Stock Value: Par Value Shares: 62,000,000 Value: \$ 0.01 No Par Value Shares: 0 -----			
----- Total Authorized Capital: \$ 620,000.00			
Action Type:	Initial List		
Document Number:	20050162695-36	# of Pages:	2

JNB01545

File Date:	5/2/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060190417-80	# of Pages:	2
File Date:	3/28/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070123942-50	# of Pages:	2
File Date:	2/22/2007	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20070512071-65	# of Pages:	1
File Date:	7/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080291655-48	# of Pages:	2
File Date:	4/29/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090352363-33	# of Pages:	2
File Date:	4/20/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100265825-01	# of Pages:	2
File Date:	4/23/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110344105-91	# of Pages:	2
File Date:	5/6/2011	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	00003127875-83	# of Pages:	3
File Date:	5/25/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120286608-55	# of Pages:	2
File Date:	4/25/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130285384-46	# of Pages:	2
File Date:	4/29/2013	Effective Date:	
(No notes for this action)			

JNB01546

Action Type:	Annual List		
Document Number:	20140298341-24	# of Pages:	2
File Date:	4/24/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150198857-56	# of Pages:	2
File Date:	4/30/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160172493-35	# of Pages:	1
File Date:	4/14/2016	Effective Date:	
16/17			
Action Type:	Registered Agent Change		
Document Number:	20160189499-49	# of Pages:	1
File Date:	4/27/2016	Effective Date:	
(No notes for this action)			

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EXHIBIT B

EXHIBIT B

JNB01548

NEVADA SECRETARY OF STATE

Barbara K. Cegavske

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Entity Actions for "LANDRY'S, INC."

Sort by File Date ☒ descending ☐ ascending order Re-Sort

1 - 17 of 17 actions

	Actions\Amendments		
Action Type:	Registered Agent Change		
Document Number:	20160189499-49	# of Pages:	1
File Date:	4/27/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160172493-35	# of Pages:	1
File Date:	4/14/2016	Effective Date:	
16/17			
Action Type:	Annual List		
Document Number:	20150198857-56	# of Pages:	2
File Date:	4/30/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140298341-24	# of Pages:	2
File Date:	4/24/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130285384-46	# of Pages:	2
File Date:	4/29/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120286608-55	# of Pages:	2
File Date:	4/25/2012	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	00003127875-83	# of Pages:	3
File Date:	5/25/2011	Effective Date:	

JNB01549

(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110344105-91	# of Pages:	2
File Date:	5/6/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100265825-01	# of Pages:	2
File Date:	4/23/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090352363-33	# of Pages:	2
File Date:	4/20/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080291655-48	# of Pages:	2
File Date:	4/29/2008	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Change		
Document Number:	20070512071-65	# of Pages:	1
File Date:	7/26/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070123942-50	# of Pages:	2
File Date:	2/22/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060190417-80	# of Pages:	2
File Date:	3/28/2006	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20050162695-36	# of Pages:	2
File Date:	5/2/2005	Effective Date:	
(No notes for this action)			
Action Type:	Miscellaneous		
Document Number:	00000127126-99	# of Pages:	1
File Date:	4/12/2005	Effective Date:	
SUPPORTING DOCUMENT			
Action Type:	Foreign Qualification		
Document Number:	00000127127-00	# of Pages:	1
File Date:	4/12/2005	Effective Date:	

JNB01550

FEDEX TRK 7928-9591-7414 SAE 4-13-05
Initial Stock Value: Par Value Shares: 62,000,000 Value: \$ 0.01 No Par Value Shares: 0
Total Authorized Capital: \$ 620,000.00

Return to Entity Details for "LANDRY'S, INC."

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JNB01551

EXHIBIT C

EXHIBIT C

JNB01552

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

Company Adds Premier Casinos to Restaurant,

Hospitality, Entertainment Properties

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

JNB01553

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

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

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

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

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

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

JNB01554

SOURCE Landry's Restaurants, Inc.

JNB01555

EXHIBIT D

EXHIBIT D

JNB01556



Landry's History

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

First Steps

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

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

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

Building the Company

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



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

Entertaining Even Bigger Ideas

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

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

A Growing Recipe for Success

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

Making a Splash

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

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

Rooms with a View

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

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Putting Our Signature on Dining

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

Entering a Golden Era

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

Taking Entertainment to New Heights

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

A Prehistoric Family Adventure

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

A Bold Direction

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

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craft.

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

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

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

Out with the Old, in with the Gold

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

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EXHIBIT E

EXHIBIT E

JNB01561



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

January 29, 2016

[California Residents, please view here](#)

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

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

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

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

JNB01562

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

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

MORE INFORMATION ON WAYS TO PROTECT YOURSELF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A consumer reporting agency that receives a request from a consumer to temporarily lift a freeze on a credit report shall comply with the request no later than three business days after receiving the request.

A security freeze does not apply to circumstances in which you have an existing account relationship and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collection, fraud control or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your own applications for credit. You should plan ahead and lift a freeze, either completely if you are shopping around or specifically for a certain creditor, a few days before actually applying for new credit.

EXHIBIT F

EXHIBIT F

JNB01566

GNLN Don Hartmann

From: Landry's Inc. <proderp@ldry.com>
Sent: Monday, August 10, 2015 7:36 AM
To: Hartmann, Don
Subject: FYI: Purchase Requisition 1005223 has been approved

From **Trantina, Alan**
To **Hartmann, Donald**
Sent **10-Aug-2015 14:35:15**
ID **11126094**

Requisition Total **REDACTED**
Non-Recoverable Tax **0.00 USD**
Justification
Attachments

Required to replace step chain rollers during retro fit of cracked steps for down escalator.

Requisition Lines							
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	USP29864 Roller, 4" Dia. x 7/8" Step Chain Roller	KONE INC	000	Each	40	REDACTED	REDACTED
Approval Sequence							



Num	Name	Action	Action Date	Note
1	Hartmann, Donald K	Submitted	10-Aug-2015 14:24:08	Required to replace step chain rollers during retro fit of cracked steps for down escalator.
2	Trantina, Alan (#GN_SUPERVISOR_APPROVES)	Approved	10-Aug-2015 14:35:14	

EXHIBIT G

EXHIBIT G

JNB01568

GNLN Don Hartmann

From: Landry's Inc. <proderp@ldry.com>
Sent: Thursday, December 17, 2015 2:24 PM
To: Hartmann, Don
Subject: Action Required: Purchase Requisition Amendment 1010108 for Gibson, Codi (11,500.00 USD)

From **Gibson, Codi** Requisition Total **REDACTED**
To **Hartmann, Donald** Non-Recoverable Tax **0.00 USD**
Sent **17-Dec-2015 22:23:50** Justification **needed to replace escalator steps in the casino leading down to river walk (CAPITALIZED)**
ID **11392531** Attachments **E-1 Don Hartmann**

Requisition Lines							
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	40 escalator steps to be installed by ThyssenKrupp (LABOR ONLY)	THYSSENKRUPP ELEVATOR	000	Each	1	REDACTED	REDACTED
Approval Sequence							



Num	Name	Action	Action Date	Note
1	Gibson, Codi P	Submitted	17-Dec-2015 22:23:49	needed to replace escalator steps in the casino leading down to river walk (CAPITALIZED)
2	Hartmann, Donald K (#GN_SUPERVISOR_APPROVES)	Pending		E-1 Don Hartmann

Related Applications

- [View Requisition Details](#)
- [Edit Requisition](#)
- [Open Document](#)

Please click on one of the following choices to automatically generate an E-mail response. Before sending the E-mail response to close this notification, ensure all response prompts include a desired response value within quotes.

Please approve or reject this requisition.

Action: **Approve** **Reject** **Request Information**

EXHIBIT H

EXHIBIT H

JNB01570

1 time to time -- the corporate director of risk
2 management from time to time. I hear from the
3 attorneys.

4 Q. Corporate risk manager, you just said?

5 A. I misspoke. It's the director of -- associate
6 director of corporate risk manager. I don't even know
7 what that is.

8 Q. Okay. Associate director of corporate risk
9 management?

10 A. Of risk management. I -- I don't know what the
11 title is.

12 Q. I gotcha. But as far as you know, sitting here
13 today, you're not exactly clear but it's something like
14 associate director, risk management?

15 A. Yes.

16 Q. Okay. Is there a director of risk management?

17 A. I don't know. That's the thing, is that's --
18 the title has always mystified me. I don't know.

19 Q. Gotcha. Now, the associate director, risk
20 management, who is that?

21 A. Her name is Le Ann Lopez.

22 Q. And she's with corporate?

23 A. She's with Landry's, yeah.

24 Q. She's with Landry's, okay. What is the scope of
25 her authority?

1 MS. McLEOD: Objection; calls for speculation.

2 BY MR. IQBAL:

3 Q. As far as you know.

4 A. Yeah, I don't actually know. Yeah, I don't even
5 know how to describe the relationship. It's -- I mean,
6 sometimes it's almost like being my boss, except if I
7 choose not to do what is, you know, being presented,
8 then nothing happens. So it's not really a boss.

9 Q. I gotcha so let's clarify this a little bit. So
10 Le Ann Lopez will ask you certain things, and you have
11 the freedom to either do what she asks or say no;
12 correct?

13 A. Yeah. And, I mean, you're talking about across
14 time. I mean, I almost never interact with her. But
15 I've seen e-mails from her.

16 Q. Okay. Are they to you?

17 A. Yeah.

18 Q. And typically do you read them?

19 A. Sometimes.

20 Q. Sometimes you don't read her e-mails?

21 A. It just depends. If I know what it's about,
22 then it's -- if it doesn't, you know, concern me, then I
23 won't. I will eventually, but it's -- you know, I've
24 got to deal with stuff, so --

25 Q. I gotcha. So some of her e-mails you ignore for

1 Q. Got it. And, if you know, do you know how long
2 Elliott's been there?

3 A. It seems like a long time, but it's probably
4 been three or four years, something like that.

5 Q. Okay. And if you know, do you know how long
6 Julie Moeller's been there?

7 A. It's less than that. Probably two years or
8 something like.

9 Q. Okay.

10 A. And that's -- it could be longer or shorter. I
11 don't --

12 Q. Okay. Now, you also said in this case that --
13 it looks like you got -- you were the first to get the
14 Complaint and the Summons in this case?

15 A. I seem to remember that I received it, but I
16 couldn't swear to it.

17 Q. No problem. No problem. Is that typical, or is
18 that unusual?

19 A. It just depends. I mean, if it goes through
20 the -- what do you call it, the registered agent? --
21 then it's not going to come to me first. But if they,
22 you know, send a copy to me, you know, fax a courtesy
23 copy, something like that, then it could very well come
24 to me.

25 Q. Okay. And when you first got this Complaint and

1 Summons, what did you do with it?

2 A. Basically just tried to figure out who it was.
3 I mean, the idea, of course, would be to pass it along
4 to legal. But it does no good to do that until we know
5 who it is, so I had to figure out -- try to figure out
6 who it was.

7 Q. Got it. And when you say "legal" -- you just
8 used that term -- what do you mean?

9 A. To the staff attorneys at Landry's.

10 Q. At Landry's?

11 A. Yeah.

12 Q. Okay. That's your legal department?

13 A. Yes.

14 Q. And how long did you take -- if you recall and
15 if you know, how long did you take to kind of figure
16 things out before you sent it along to staff at legal?

17 A. Let me clarify. If that was the order it
18 occurred in, it would have been the top priority to
19 figure it out. If they sent it to me to begin with, it
20 still would have been top priority to figure it out, but
21 if they already had it, I would not have to send it back
22 to them. I would say, This is who we think it is.

23 Q. Got it. And in this instance, it looks like you
24 were the first to get it, and so you forwarded it along
25 to legal?

1 A. I wouldn't necessarily be aware of them.

2 Q. Okay. As you sit here today, you don't recall
3 any investigations related to answering this
4 Supplemental Response?

5 A. Not that I was involved in.

6 Q. Okay. Typically, if there are investigations
7 into discovery questions or responses, who would handle
8 that, typically?

9 A. It would typically be counsel.

10 Q. When you say "counsel," you mean Landry's --
11 Elliott and --

12 A. Staff counsel, yes.

13 Q. Okay.

14 A. Or that's my assumption, I mean.

15 Q. Okay. Have you read the incident report that's
16 referenced here?

17 A. If it references the incident report to this
18 situation, I did, yes.

19 Q. But you're not sure?

20 A. Well, I -- that's the thing, these numbers don't
21 mean anything to me. I mean, my brain doesn't go, Oh,
22 let me remember all these, you know, whatever these
23 numbers are.

24 Q. Right.

25 A. It just doesn't mean anything to me.

EXHIBIT I

EXHIBIT I

JNB01576

1 supervisor?

2 A. I believe Mike was here approximately one year.

3 Q. All right. Now, is your interaction up in the
4 hierarchy limited to the vice president and general
5 manager, or do you talk to other superiors above the
6 general manager?

7 A. I talked to people above and below, because I
8 also report to Vice President of Facilities in
9 Las Vegas.

10 Q. And who is that?

11 A. Clint Belka.

12 Q. Okay. So on the corporate side, it's Alan. But
13 really with facilities, you also report to Clint?

14 A. And I also report to corporate as well.

15 Q. Okay. And who do you report to there?

16 A. Chris McComas.

17 Q. Can you spell the last name?

18 A. M-c-C-o-m-a-s.

19 Q. And what is Chris' title?

20 A. He is corporate facilities, Director of Hotel --
21 Hotels, I believe. Again, don't hold me to the accurate
22 title.

23 Q. No problem.

24 A. It's approximate.

25 Q. No problem at all.

1 Now Director of Hotels for Golden Nugget or
2 Landry's or --

3 A. Landry's.

4 Q. Now, Clint, VP of Facilities in Las Vegas for
5 Golden Nugget or for Landry's?

6 A. Golden Nugget.

7 Q. Clint's been around for a while; right? How
8 many years has he worked?

9 A. Over ten, I believe.

10 Q. Okay. And how about Chris?

11 A. Approximately three years, maybe longer.

12 Q. Okay. If there's a technical issue with the
13 facilities, if an accident occurs involving something on
14 the -- in the facility, who do you inform?

15 MS. McLEOD: Objection; form, assumes facts.

16 BY MR. IQBAL:

17 Q. You can answer.

18 A. I wouldn't be involved with accidents --

19 Q. Okay.

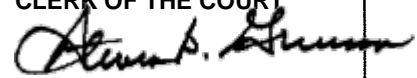
20 A. -- or injuries unless it was directly -- I had
21 direct involvement.

22 Q. Okay.

23 A. Those issues would be reported to security --

24 Q. Okay.

25 A. -- and surveillance.



JMIL
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Attorneys for Defendant/Third-Party Defendant
THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

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

Date of Hearing: 12/18/18
Time of Hearing: 9:00 a.m.

**DEFENDANT/THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR
CORPORATION'S JOINDER TO DEFENDANTS' GNL, CORP., LANDRY'S, INC. &
GOLDEN NUGGET, INC.'S MOTION IN LIMINE #1 TO EXCLUDE SRINIVAS
NALAMACHU, M.D. FOR UNAUTHORIZED PRACTICE OF MEDICINE IN NEVADA**

COMES NOW, Defendant/Third-Part Defendant THYSSENKRUPP ELEVATOR

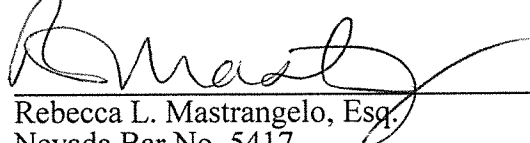
JNB01579

1 CORPORATION, by and through its attorneys of record, the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, and hereby joins in Defendants GNL, CORP.,
3 Landry's, Inc. & Golden Nugget, Inc.'s Motion in Limine #1 to Exclude Srinivas Nalamachu,
4 M.D. for Unauthorized Practice of Medicine in Nevada.

5 This Joinder is made and based upon the pleadings and papers on file herein,
6 Memorandum of Points and Authorities as set forth in the Motion filed by Defendants GNL,
7 CORP., Landry's, Inc. & Golden Nugget, Inc..

8 DATED this 19th day of November, 2018.

9 ROGERS, MASTRANGELO, CARVALHO &
10 MITCHELL

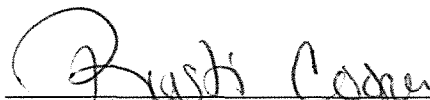
11 
12 Rebecca L. Mastrangelo, Esq.
13 Nevada Bar No. 5417
14 700 South Third Street
15 Las Vegas, Nevada 89101
16 Attorney for Defendant/Third-Party Defendant
17 THYSSENKRUPP ELEVATOR CORPORATION
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1 **CERTIFICATE OF SERVICE**

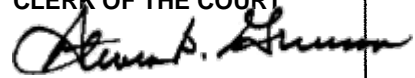
2 Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify
3 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 19 day of
4 November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD-PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S JOINDER TO**
6 **DEFENDANTS' GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC.'S**
7 **MOTION IN LIMINE #1 TO EXCLUDE SRINIVAS NALAMACHU, M.D. FOR**
8 **UNAUTHORIZED PRACTICE OF MEDICINE IN NEVADA** was served via electronic
9 means with the Eighth Judicial District Court, addressed as follows, upon the following counsel
10 of record:

11 Mohamed A. Iqbal, Jr., Esq.
12 Christopher Mathews, Esq.
13 101 Convention Center Drive, Suite 1175
14 Las Vegas, Nevada 89109
Attorneys for Plaintiffs

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

18 

19 An employee of ROGERS, MASTRANGELO,
20 CARVALHO & MITCHELL



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Attorneys for Defendant/Third-Party Defendant
THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

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

Date of Hearing: 12/18/18
Time of Hearing: 9:00 a.m.

**DEFENDANT/THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR
CORPORATION'S JOINDER TO DEFENDANTS' GNL, CORP., LANDRY'S, INC. &
GOLDEN NUGGET, INC.'S MOTION IN LIMINE #2 REGARDING OTHER
INCIDENTS OR REPAIRS AND #3 REGARDING DISCOVERY MATTERS**

COMES NOW, Defendant/Third-Party Defendant THYSSENKRUPP ELEVATOR

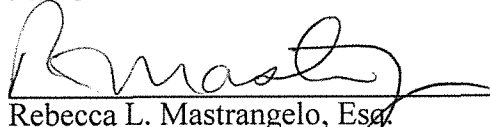
JNB01582

1 CORPORATION, by and through its attorneys of record, the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, and hereby joins in Defendants GNL, CORP.,
3 Landry's, Inc. & Golden Nugget, Inc.'s Motion in Limine #2 Regarding Other Incidents or
4 Repairs and #3 Regarding Discovery Matters.

5 This Joinder is made and based upon the pleadings and papers on file herein,
6 Memorandum of Points and Authorities as set forth in the Motion filed by Defendants GNL,
7 CORP., Landry's, Inc. & Golden Nugget, Inc..

8 DATED this 19th day of November, 2018.

9 ROGERS, MASTRANGELO, CARVALHO &
10 MITCHELL

11 
12 Rebecca L. Mastrangelo, Esq.

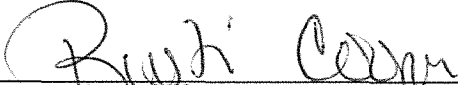
13 Nevada Bar No. 5417
14 700 South Third Street
15 Las Vegas, Nevada 89101
16 Attorney for Defendant/Third-Party Defendant
17 THYSENKRUPP ELEVATOR CORPORATION
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1 **CERTIFICATE OF SERVICE**

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 19 day of
4 November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD-PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S JOINDER TO**
6 **DEFENDANTS' GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC.'S**
7 **MOTION IN LIMINE #2 REGARDING OTHER INCIDENTS OR REPAIRS AND #3**
8 **REGARDING DISCOVERY MATTERS** was served via electronic means with the Eighth
9 Judicial District Court, addressed as follows, upon the following counsel of record:

10 Mohamed A. Iqbal, Jr., Esq.
11 Christopher Mathews, Esq.
12 101 Convention Center Drive, Suite 1175
13 Las Vegas, Nevada 89109
Attorneys for Plaintiffs

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

17 
18 _____
19 An employee of ROGERS, MASTRANGELO,
20 CARVALHO & MITCHELL
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