

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

SPECIAL ADMINISTRATOR
SHALONDA MOLLETTE, AN
INDIVIDUAL, IN PLACE AND STEAD
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GNL, CORP., A NEVADA
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THYSSENKRUPP ELEVATOR
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A FOREIGN CORPORATION,

Respondents.

No. 80581

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APPENDIX TO APPELLANT'S OPENING BRIEF

VOLUME 11

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Dated June 10, 2022.

Respectfully submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.
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CERTIFICATE OF SERVICE

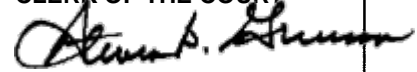
I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 11** to be served as follows:

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

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

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

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



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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 OPPOSITION TO PLAINTIFFS' MOTION IN LIMINE
TO EXCLUDE EXPERT DAVIS L. TURNER**

JNB01807

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 Opposition to Plaintiffs'
4 Motion in Limine to Exclude Expert Davis L. Turner.

5 This Opposition 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 3rd day of December, 2018.

9 ROGERS, MASTRANGELO, CARVALHO
10 & MITCHELL

11 
12 REBECCA L. MASTRANGELO, ESQ.

13 Nevada Bar No. 5417

14 CHARLES A. MICHALEK, ESQ.

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18 Attorney for Defendant/Third-Party Defendant

19 THYSSENKRUPP ELEVATOR CORPORATION

20 **POINTS AND AUTHORITIES**

21 Although the instant motion is disjointed and difficult to comprehend, it appears that
22 Plaintiffs are requesting that the Court strike an expert who was timely and appropriately designated
23 by the defense because (1) Plaintiffs were not told of Mr. Turner or his inspection of the subject
24 escalator until expert reports were disclosed (timely); (2) Mr. Turner spoke to employees of
25 thyssenkrupp and Golden Nugget but couldn't recall the substance of the conversations (and didn't
26 use the same in his analysis of the case); and (3) Mr. Turner didn't bring all of his file materials to
27 his deposition. As set forth below, none of these things requires the exclusion of this expert at the
28 time of trial.

29 **A. The expert report of Davis L. Turner was timely produced and contained all of
30 his opinions and the bases therefor.**

31 NRCP 16.1(a)(2)(B) requires that a party make an expert witness disclosure with respect to
32 any witness retained to provide expert testimony in a case. The disclosure must contain a report

1 with:

2 [A] complete statement of all opinions to be expressed and the basis and reasons
3 therefor; the data or other information considered by the witness in forming the
4 opinions; any exhibits to be used as a summary of or support for the opinions; the
5 qualifications of the witness, including a list of all publications authored by the
6 witness within the preceding 10 years; the compensation to be paid for the study
7 and testimony; and a listing of any other cases in which the witness has testified as
8 an expert at trial or by deposition within the preceding four years.

9 By order of this Court, the deadline for initial expert disclosures was May 2, 2018.

10 Davis Turner complied with every requirement of the rule in producing his expert report, and
11 the expert disclosure was served on Plaintiffs on May 2, 2018. Plaintiffs' counsel deposed Mr.
12 Turner, over a seven and a half hour period of time, on October 19, 2018.

13 1. Defendant was not required to provide notice of an inspection.

14 Plaintiffs first argue that Turner should be excluded because they weren't made aware of Mr.
15 Turner's inspection until receipt of his report. Plaintiffs argue that Defendant was required to provide
16 "notice" of a Rule 34 inspection before allowing Mr. Turner on site. Plaintiffs cite to **no authority**
17 for the proposition that a party cannot conduct a non-destructive examination of property it owns,
18 controls or is granted access to.

19 NRCP 34 allows a party to request entry onto land possessed or controlled by the responding
20 party. Plaintiffs do not control or possess the property, and thus Defendant TKE, which received
21 permission and access to the property by its owner, was not required to provide notice of the access
22 to the property. *In re Katrina Canal Breaches Consol. Litig.*, 2008 WL 4401970, at *7 (E.D. La.
23 Sept. 22, 2008):

24 Rule 34 provides procedures concerning "Producing Documents, Electronically Stored
25 Information, and Tangible Things, or Entering onto Land, for Inspection and Other
26 Purposes," Fed.R.Civ.P. 34, and therefore would apply to Lafarge's pre-litigation desire to
27 enter and inspect property that belongs to others, not Lafarge or its investigators.

28 Moreover, no property or evidence was destroyed during Mr. Turner's inspection. While
29 there are certainly concerns whenever destructive testing is performed, there was no such destructive
30 testing in this case. Plaintiffs, upon their own request, were also permitted to access the property
31 and to inspect the escalator through their own retained expert.

32 2. No evidence was destroyed or lost.

1 Plaintiffs next argue that Mr. Turner, per his deposition testimony, was “assisted” by
2 thyssenkrupp mechanic, Christopher Dutcher, at the time of his inspection, and that he spoke with
3 Mr. Dutcher as well as some unidentified representative of the Golden Nugget. Plaintiffs failed to
4 inform the Court that their escalator expert, Sheila Swett, was also “assisted” in her inspection by
5 thyssenkrupp mechanics. Ms. Swett was not assisted by Mr. Dutcher because he had moved to New
6 York prior to the request for Swett’s inspection.

7 It is unclear why Plaintiffs believe Mr. Turner should be excluded simply because he had
8 communications with Mr. Dutcher and some unidentified employee of Golden Nugget. First,
9 Plaintiffs deposed Mr. Dutcher for an entire day about all matters pertaining to the subject escalator.
10 Thus, they were able to obtain any information they wanted about the escalator directly from Mr.
11 Dutcher. Likewise, Plaintiffs deposed multiple employees of Golden Nugget and were able to ask
12 any questions they had about the escalator. Secondly, Mr. Turner testified that he didn’t recall
13 anything he was told by Dutcher or the Nugget employee. Therefore, none of that alleged
14 information was considered as part of his analysis of the case and none of that information will be
15 presented at the time of trial.

16 No information was lost or destroyed. None of the information told to Mr. Turner was
17 utilized by him as part of his expert work in this case. Plaintiffs have had the opportunity to depose
18 the employees of TKE and Golden Nugget and have had the opportunity to conduct their own expert
19 inspection, assisted by TKE employees. Plaintiffs’ assertion that some type of unknown information
20 was not recorded or recalled by Mr. Turner is no reason to exclude him as an expert, and they have
21 cited no legal authority for such exclusion under these facts.

22 **B. Turner’s file materials were disclosed.**

23 Plaintiffs requested the deposition of Davis Turner and, in their notice, they requested that
24 he bring his file to the deposition. Notably, they did **not** serve a subpoena duces tecum on Mr.
25 Turner and, therefore, he had no obligation to copy his file materials for them. It was Mr. Turner’s
26 testimony, which Plaintiffs neglected to inform the Court, that the documents he did not bring to the
27 deposition were discovery documents which all parties have and which he had only electronic
28 versions. Following his deposition, the documents from Turner’s file, which were not printed and

1 brought to his deposition, were formally produced. *See Exhibit "A" (without attachments).*

2 **C. Conclusion**

3 Plaintiffs are not entitled to sanctions under NRCP 37 because Defendant TKE did not
4 violate any rule of discovery. Defendant gave the same assistance to both experts when they
5 conducted their inspections of the subject escalator. No evidence was destroyed, and there was no
6 willful bad faith conduct.

7 Additionally, Plaintiffs' counsel should further be admonished to that he is not to make
8 statements at the time of trial that TKE "deliberately hid the inspection," "stonewalled discovery,"
9 or otherwise acted inappropriately relative to its expert disclosure and discovery obligations.

10 For the reasons set forth above, Plaintiffs' motion must be denied.

11 DATED this 3rd day of December, 2018.

12 ROGERS, MASTRANGELO, CARVALHO &
13 MITCHELL

14 

15 Rebecca L. Mastrangelo, Esq.
16 Nevada Bar No. 5417
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18 Las Vegas, Nevada 89101
19 Attorney for Defendant/Third-Party Defendant
20 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 3rd day of
4 December, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S OPPOSITION TO**
6 **PLAINTIFFS' MOTION IN LIMINE TO EXCLUDE EXPERT DAVIS L. TURNER** was
7 served via electronic means with the Eighth Judicial District Court, addressed as follows, upon the
8 following counsel of record:

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

13 Annalisa N. Grant, Esq.
14 Alexandra B. McLeod, Esq.
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16 Attorneys for Defendant/Third-Party Plaintiff

17
18 
19 An employee of ROGERS, MASTRANGELO, CARVALHO
20 & MITCHELL
21
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23
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28

EXHIBIT “A”

EXHIBIT “A”

JNB01813

1 ECC
2 REBECCA L. MASTRANGELO, ESQ.
3 Nevada Bar No. 5417
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11 THYSENKRUPP ELEVATOR CORPORATION

12
13 DISTRICT COURT
14
15 CLARK COUNTY, NEVADA
16
17

18 JOE N. BROWN, an individual, and his wife,)
19 NETTIE J. BROWN, an individual,)
20
21 Plaintiffs,)

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

22 vs.)
23
24 LANDRY'S INC., a foreign corporation;)
25 GOLDEN NUGGET, INC., a Nevada)
26 corporation d/b/a GOLDEN NUGGET)
27 LAUGHLIN; GNL, CORP., a Nevada)
28 corporation; DOE INDIVIDUALS 1-100,)
ROE BUSINESS ENTITIES 1-100,)
Defendants.)

29 GNL, CORP., a Nevada corporation;)
30
31 Third-Party Plaintiff,)

32 vs.)
33
34 THYSENKRUPP ELEVATOR CORPORATION)
35 a foreign corporation; DOES 1-75; ROE)
36 CORPORATIONS 1-75 and ROE)
37 CORPORATIONS 1-25,)
38
39 Third-Party Defendants.)

40
41 DEFENDANT/THIRD PARTY DEFENDANT THYSENKRUPP ELEVATOR
42 CORPORATION'S SEVENTH SUPPLEMENT TO EARLY CASE CONFERENCE LIST
43 OF WITNESSES AND PRODUCTION OF DOCUMENTS

44 Defendant, THYSENKRUPP ELEVATOR CORPORATION, by and through its
45
46

1 attorneys, REBECCA L. MASTRANGELO, ESQ. and the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, hereby supplements its Early Case Conference
3 List of Witnesses and Production of Documents as follows: (**Supplements in bold**)

4 I.

5 WITNESSES

- 6 1. Joe N. Brown
7 c/o Mohamed A. Iqbal, Jr., Esq.
8 Christopher Mathews, Esq.
9 101 Convention Center Drive, Suite 1175
10 Las Vegas, Nevada 89109

11 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
12 incident.

- 13 2. Nettie J. Brown
14 Mohamed A. Iqbal, Jr., Esq.
15 Christopher Mathews, Esq.
16 101 Convention Center Drive, Suite 1175
17 Las Vegas, Nevada 89109

18 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
19 incident.

- 20 3. Chris Dutcher and/or
21 Persons Most Knowledgeable
22 THYSSENKRUPP ELEVATOR CORPORATION
23 c/o Rebecca L. Mastrangelo, Esq.
24 700 S. Third Street
25 Las Vegas, Nevada 89101

26 These witnesses may be called to testify as to the condition, function, and maintenance of
27 the subject escalator at all relevant times as well as the inspection of the escalator following the
28 subject incident.

4. Persons Most Knowledgeable
Golden Nugget Laughlin
c/o Annalisa N. Grant, Esq.
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

These witnesses are expected to testify as to the facts and circumstances surrounding the

1 subject incident and the investigation of same.

2 5. Steve Robertson or Person Most Knowledgeable
3 State of Nevada
4 Department of Business and Industry
5 Division of Industrial Relations
6 Mechanical Compliance Section
7 1301 N. Green Valley Parkway, Suite 160
8 Henderson, Nevada 89074

9 This witness is expected to testify as to his inspection of the subject escalator on May 13,
10 2015, and his opinion on the cause of the accident.

11 6. William Schaefer
12 State of Nevada
13 Department of Business and Industry
14 Division of Industrial Relations
15 Mechanical Compliance Section
16 1301 N. Green Valley Parkway, Suite 160
17 Henderson, Nevada 89074

18 This witness is expected to testify as to the inspections and permitting of the subject
19 escalator at all times relevant herein as well as the content of the State of Nevada file pertaining
20 to the subject escalator.

21 7. Larry Panaro
22 current address unknown

23 This witness may be called to testify as to the proposals made to Golden Nugget
24 pertaining to the subject escalator and communications between the parties relative to same.

25 8. Person Most Knowledgeable
26 THYSSENKRUPP ELEVATOR CORPORATION
27 c/o Rebecca L. Mastrangelo, Esq.
28 700 S. Third Street
29 Las Vegas, Nevada 89101

30 This witness may be called to testify as to the proposals made to Golden Nugget
31 pertaining to the subject escalator and communications between the parties relative to same.

32 9. William Schaefer and/or Person Most Knowledgeable
33 High Sierra Elevator Inspections, Inc.
34 4894 Sparks Blvd.
35 Sparks, NV 89436

36 This witness may be called to testify as to the inspections and permitting of the subject

1 escalator at all times relevant herein as well as the content of the High Sierra Elevator Inspections
2 file pertaining to the subject escalator.

3 Defendant also names as witnesses all of Plaintiffs' health care providers after the
4 subject accident, and, as relevant, prior to same.

5 Defendant reserves the right to add to its list of witnesses as discovery proceeds and as
6 the testimony at trial may make necessary.

7 **DOCUMENTS**

- 8 1. Defendant thyssenkrupp Elevator Corporation's Answer to Third Party
9 Complaint;
- 10 2. Agreement for Dover Master Maintenance Service (with pricing redacted as
11 irrelevant to the subject matter of the pending action and not reasonably calculated
12 to lead to the discovery of admissible evidence);
- 13 3. Thyssenkrupp Elevator First Report of Alleged Incident;
- 14 4. State of Nevada Elevator Accident Report;
- 15 5. Thyssenkrupp Account History Report dating from May 13, 2014 though May 12,
16 2015;
- 17 6. Video of subject incident (in the possession of GNL, Corp);
- 18 7. Commercial Lines Policy for Thyssenkrupp North America, Inc. (with premiums,
19 deductibles and retentions redacted as irrelevant to the subject matter of the
20 pending action and not reasonably calculated to lead to the discovery of
21 admissible evidence);
- 22 8. State of Nevada escalator inspection and permitting documents (previously
23 produced by GNL, Corp.);
- 24 9. Account History for Subject Escalator dating from November 2012 through
25 December 2015;
- 26 10. Dover proposal dated June 23, 1998 and related correspondence;
- 27 11. ThyssenKrupp Elevator Repair Order (proposal) dated September 12, 2012;
- 28 12. ThyssenKrupp Elevator Repair order (proposal) dated October 2, 2012;
13. ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;
14. ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;

- 1 15. ThyssenKrupp Elevator Repair Order (proposal) dated November 1, 2015;
- 2 16. Various emails between Larry Panaro and employees of Golden Nugget pertaining
- 3 to escalator steps and proposals (2012 and 2015);
- 4 17. State of Nevada records for escalator bearing State Number NV1993;
- 5 18. High Sierra Elevator Inspections, Inc. file subpoenaed for the subject elevator for
- 6 the period of time from 2012 to 2016;
- 7 19. Safety for Older Adults publication from Elevator Escalator Safety Foundation &
- 8 EESF Canada;
- 9 20. A Safe Ride for Senior Citizens (An Elevator, Escalator and Moving Walk Safety
- 10 Guide for Your Family, Your Friends and You);
- 11 21. **iPhone/email communications from Chris Dutcher;**
- 12 22. **Davis Turner file materials (on disc).**

13 Defendant also identifies and incorporates the documents produced by all other parties

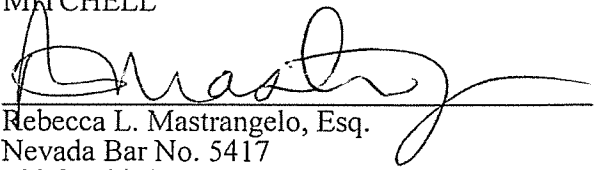
14 herein.

15 Defendant reserves the right to add to its list of document as discovery proceeds.

16 DATED this 16th day of November, 2018.

17 ROGERS, MASTRANGELO, CARVALHO &

18 MITCHELL

19 
Rebecca L. Mastrangelo, Esq.
Nevada Bar No. 5417
700 S. Third Street
Las Vegas, Nevada 89101
Attorney for Defendant

20 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 16th day of
4 November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S SEVENTH**
6 **SUPPLEMENT TO EARLY CASE CONFERENCE LIST OF WITNESSES AND**
7 **PRODUCTION OF DOCUMENTS** was served via electronic means with the Eighth Judicial
8 District Court, addressed as 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 McLeod, Esq.
17 GRANT & ASSOCIATES
18 7455 Arroyo Crossing Parkway, Suite 300
19 Las Vegas, Nevada 89113
20 Attorneys for Defendant/Third-Party Plaintiff

21
22
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An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL

A-16-739887-C Joe Brown, Plaintiff(s)
vs.
Landry's Inc., Defendant(s)

December 04, 2018 09:30 AM All Pending Motions

HEARD BY: Kishner, Joanna S. **COURTROOM:** RJC Courtroom 12B

COURT CLERK: Jolley, Tena

RECORDER: Harrell, Sandra

REPORTER:

PARTIES PRESENT:

Alexandra B. McLeod **Attorney for Defendant, Third Party Plaintiff**

Mohamed A. Iqbal **Attorney for Plaintiff**

Rebecca L. Mastrangelo **Attorney for Defendant, Third Party Defendant**

JOURNAL ENTRIES

The Court noted it received yesterday Plaintiff's Emergency Motion for Reopening Discovery on Order Shortening Time and stated if there was a joint agreement by the parties, it could hear the matter today. Counsel indicated they were not ready to address the motion today.

MOTION TO FILE DOCUMENTS UNDER SEAL PER SRCR 3 OR, ALTERNATIVELY, SUBMIT IN CAMERA

Ms. McLeod stated there were three exhibits produced in discovery under a protective order and a Motion to File Document Under Seal was filed and set for hearing on December 18, 2018. Colloquy regarding advancing the motion to today. At the request of counsel and by stipulation of the parties, COURT ORDERED, Motion to File Documents Under Seal ADVANCED and GRANTED.

LANDRY'S INC.'S MOTION TO DISMISS FOR LACK OF GENERAL OR PERSONAL JURISDICTION...DEFENDANTS' LANDRY'S AND GOLDEN NUGGET, INC.'S MOTION FOR SUMMARY JUDGMENT...DEFENDANTS' MOTION FOR SUMMARY JUDGMENT ON LIABILITY AND PUNITIVE DAMAGES...DEFENDANT/THIRD-PARTY DEFENDANT THYSENKRUPP ELEVATOR CORPORATION'S JOINDER IN, AND ADDITIONAL POINTS AND AUTHORITIES IN SUPPORT OF, DEFENDANT GNL CORP.'S MOTION FOR SUMMARY JUDGMENT ON PUNITIVE DAMAGES Colloquy regarding scheduling. Mr. Iqbal indicated the pending Motion on Order Shortening Time could change the landscape of the pending matters. Ms. Mastrangelo's preference was to continue the trial to another stack in light of Plaintiff's Emergency Motion and the pending Writ. At the request of all counsel, COURT ORDERED, Trial Dates VACATED and RESET; no new dates are being opened up. COURT FURTHER ORDERED, all pending motions set for December 4, 2018 and December 18, 2018 CONTINUED and DIRECTED counsel to provide a letter to the Court with their agreed upon dates for hearing the Dispositive Motions, Motions in Limine, and Plaintiff's Emergency Motion and SET a Status Check on its Chambers Calendar.

12/7/18 (CHAMBERS) STATUS CHECK: LETTER FROM COUNSEL RESETTNG 12/4/18 DISPOSITIVE MOTIONS, 12/18/18 MOTIONS IN LIMINE AND SETTING OST BRIEFING SCHEDULE AND HEARING

3/21/19 10:15 AM PRE TRIAL CONFERENCE

4/16/19 9:00 AM CALENDAR CALL

4/22/19 9:00 AM JURY TRIAL

Steven D. Grierson

MOT

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)

info@ilawlv.com

Attorneys for Plaintiffs

**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.

AND ALL RELATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' EMERGENCY MOTION
FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON
ORDER SHORTENING TIME**

DEPARTMENT XXXI
NOTICE OF HEARING
DATE 1/8/19 TIME 9:00 am
APPROVED BY JCW

**DATE:
TIME:**

Pursuant to NRCP 37(c) and EDCR 2.26, Plaintiffs hereby respectfully move this Court on an emergency basis for reopening discovery, Court intervention, and sanctions on order shortening time (this "Motion"), regarding Defendants' continued discovery violations revealed post-discovery, on Friday, November 16, 2018.

This Motion is based on the pleadings on file with the Court in this matter; the following declaration of Mohamed A. Iqbal, Jr.; the following memorandum of points and authorities; the

**PLAINTIFFS' EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME**

1 of 19

DEC 04 '18 09:21*
JNB01822

exhibits accompanying this Motion; and on such arguments as the Court may entertain at the hearing on this Motion.

Dated December 3, 2018.

Respectfully Submitted,

IQBAL LAW PLLC

By: _____

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

Attorneys for Plaintiffs

ORDER SHORTENING TIME

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that the foregoing Emergency Motion for Reopening Discovery, Court Intervention, and Sanctions on Order Shortening Time (the "Motion") shall be heard on the 8th day of January 2019 9 a.m./p.m.

And it is further ORDERED that Plaintiffs shall file and serve the Motion upon all Defendants by the close of business of the 10th day of December, 2018; that any Opposition or other Response to the Motion shall be filed by the 12 p.m. close of business on the 20th day of December, 2018; and that any Reply in support of the Motion shall be filed by the close of business on the 28 day of December, 2018, with physical copies and tabbed exhibits for chambers.

Dated December 7, 2018.

JOANNA S. KISHNER

Motion must be filed/served by: 12/10/18 at 5 p.m.

Opposition must be filed/served by: 12/20/18 at 12 p.m.

Reply must be filed/served by: 12/28/18 at 5 p.m.

THE HONORABLE JOANNA KISHNER
DEPARTMENT XIII XXXI

Please provide courtesy copies to Chambers upon filing.
DECLARATION OF MOHAMED A. IQBAL, JR., IN SUPPORT OF PLAINTIFFS' REQUEST FOR ORDER SHORTENING TIME

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

1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe and Nettie Brown 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' Request for an Order Shortening Time with respect to the Emergency Motion for Extension of Discovery, Court Intervention, and

PLAINTIFFS' EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME

1 Sanctions (the "Motion"). A separate declaration attached as Exhibit 1 to the Motion attaches
2 the supporting evidence.

3 2. This Court is well aware of this matter given its extensive motion practice: Plaintiffs Joe
4 and Nettie Brown are suing Defendants Landry's, Inc., Golden Nugget, Inc. d/b/a Golden Nugget
5 Laughlin, and GNL, Corp. (collectively, the "Nugget Defendants") and Thyssenkrupp Elevator
6 Corp. ("TKE") (the Nugget Defendants and TKE are referred to collectively as the
7 "Defendants") regarding Defendants' negligent ownership and maintenance of the down
8 escalator (the "Escalator") at the Golden Nugget hotel, resort and casino in Laughlin, Nevada
9 (the "Laughlin Nugget"). The Escalator broke Plaintiff Brown's neck on May 12, 2015 and
10 injured third parties before and after his incident.

11 3. The instant Motion is based on TKE's incomplete and untimely disclosure of damaging
12 emails¹ just nine (9) judicial days ago (on Friday, November 16 (the "November 16 Emails")),
13 which disclosure revealed Defendants' denials during discovery to be false. These false denials
14 worked to the substantial prejudice of Plaintiffs: Defendants are currently seeking dismissal and
15 summary judgment—and, separately, the granting of eleven (11) motions *in limine*—over the
16 next few weeks (December 4 and December 18), and emails relevant to the merits ***have just now***
17 ***been incrementally released to Plaintiffs***. Further, it appears that additional emails remain
18 hidden, as they were throughout discovery.

19 4. Plaintiffs have already been substantially prejudiced by Defendants' abuses and stand to
20 endure more prejudice without immediate Court intervention—which, regrettably, given this late
21 hour before trial and the Court's forthcoming docket, Plaintiffs must seek on an emergency basis.
22 The timing is most concerning: with Plaintiffs contending with over a dozen pending pre-trial
23 motions filed by Defendants, Defendants finally released small chunks of highly relevant
24 evidence.

25
26
27 ¹ TKE also produced five (5) separate photos of cracks in the Escalator's steps.

1 5. Christopher Dutcher was the TKE mechanic assigned to the Escalator from 2010 to 2018;
2 he is currently stationed in New York City. Plaintiffs' counsel flew there and deposed Dutcher
3 on May 14, 2018 with *none* of his emails in hand. Six months later and after the close of
4 discovery, TKE now produces a few random email chains and single emails from a narrow
5 timeframe (May 27, 2015 to October 8, 2015) – conveniently for Defendants *after* Plaintiff
6 Brown's May 12, 2015 accident. They involve just two recipients: Scott Olsen and Larry
7 Panaro, Dutcher's supervisors.

8 6. The November 16 Emails prove, among other things and beyond discovery abuse, that
9 Defendants had notice and actual knowledge of the operational flaws and critical safety concerns
10 associated with the Escalator that injured Plaintiff Brown and third parties. As such, they are
11 relevant to issues of gross negligence, willful disregard for the safety of the riding public, and
12 punitive damages; and they further prove that Plaintiffs have only received a tiny portion of
13 relevant emails exchanged within and between Defendants.

I LAW LV 14 7. Until November 16, Defendant TKE claimed Dutcher's emails *did not exist*, repeatedly
15 insisted on their nonexistence, and issued blanket denials in response to specifically targeted,
16 reasonable in scope, and relevant discovery from Plaintiffs regarding such emails and other
17 communications. And, *to this day*, both the Nugget Defendants and TKE continue to hide emails
18 between themselves regarding the Escalator—and internal emails within each. For the
19 avoidance of doubt: undersigned counsel has high regard for Defendants' respective counsel
20 personally, and attributes the actions and omissions detailed in the Motion to Defendants
21 themselves.

22 8. With trial now in sight TKE decided to be partially forthcoming and e-serve the
23 November 16 Emails (and photos): more than 40 days after the close of discovery and six
24 months after Plaintiffs deposed the witness associated therewith; after the motion *in limine* and
25 the dispositive motion deadlines; and after Defendants filed 11 motions *in limine*, two motions to
26

27
28 PLAINTIFFS' EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME

1 dismiss, one motion for summary judgment, and joinders—and just before the deadline for
2 oppositions to the dispositive motions.

3 9. As set forth in the Motion’s Memorandum of Points and Authorities Statement of Facts,
4 and the attached exhibits, Plaintiffs have sought the November 16 Emails and many other
5 relevant emails *throughout discovery* and engaged in extensive EDCR 2.34 efforts—only to be
6 met with obstruction and false representations from the Defendants and, now, well after the close
7 of discovery, only given a sliver of the evidence *that has been in the Defendants’ possession all*
8 *along*. As such, Defendants individually and collectively violated their NRCP 16.1 and other
9 obligations month after month during discovery—only to do a 180-degree turn post-discovery by
10 giving Plaintiffs a glimpse of what they were rightfully entitled to have received at least ten (10)
11 months ago.

12 10. Plaintiffs are entitled – at a minimum – to a vacating of the trial scheduling order, the
13 vacating of the December 18 hearing on the pending motions *in limine* for 120 days, and
14 reopening of discovery for 90 days. Plaintiffs are also entitled to the payment of attorneys’ fees
15 and costs as a sanction for the late (and contrary to representations) discovery and necessary
16 motion practice. Plaintiffs further seek via the Motion the Court’s direct administration and
17 oversight of discovery, and the consideration of sanctions and/or a discovery special master
18 funded by Defendants, given the significance and impact of the discovery abuses, and reserve the
19 right to request the full panoply of NRCP 37 remedies available to this Court with briefing in the
20 ordinary course.

21 11. Today, without an Order Shortening Time, Plaintiffs face motions *in limine* and trial
22 against massive corporate defendants under inequitable conditions: deprived of relevant evidence
23 damaging to the Defendants and harmed by Defendants’ stark disregard of their discovery
24 obligations. Undersigned counsel respectfully submits that an Order Shortening Time is
25 necessary to preserve Plaintiffs’ rights under discovery and warranted in the interests of justice.
26 Accordingly, Plaintiffs respectfully request that a hearing be set on or before December 7, 2018.

27
28 PLAINTIFFS’ EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME

12. Plaintiffs' application for an Order Shortening Time, and the underlying Motion, are made in good faith and not for the purpose of delay.

Dated December 3, 2018.


MOHAMED A. IQBAL, JR.
Executed in Las Vegas, Nevada

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Defendant TKE Issued Blanket Denials and Stood On 'No Responsive Documents' Representations Throughout Discovery

On January 4, 2018, Plaintiffs served seven (7) total requests for production upon TKE, seeking, *inter alia*: (1) internal documents and emails between several TKE employees, including without limitation Christopher Dutcher and Scott Olsen, regarding the Escalator and dated January 1, 2011 to September 1, 2017;² and (2) Documents, records, other writings, and correspondence (including emails) dated January 1, 2011 to September 1, 2017 between Christopher Dutcher and Golden Nugget personnel.³

TKE's February 6, 2018 Response to Plaintiffs' First Set of Requests for Production of Documents ("TKE's 1st RFP Responses") *produced nothing*—no documents, records, other writings or correspondence (including emails)—and claimed to have "not located any documents responsive to this Request" to each and every one of Plaintiffs' seven requests. In six of its responses, TKE claimed no responsive documents other than those in TKE's November 6, 2017 Second Supplement to Early Case Conference List of Witnesses and Production of Documents

² See Request No. 7 of TKE's February 6, 2018 Responses to Plaintiffs' First Set of Requests for Production of Documents, attached hereto as Exhibit 1-A (as detailed in Exhibit 1, the Declaration of Mohamed Iqbal, Jr. in Support of this Motion (the "Iqbal Decl.")).

³ Exhibit 1-A, at Request No. 2.

PLAINTIFFS' EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME

1 (“TKE 2nd Supp.”). The TKE 2nd Supp. contains *no internal TKE emails* regarding the
2 Escalator, and it contains *no emails* sent to, received by, or even copying Dutcher.⁴

3 TKE’s position extended to the end and beyond the close of discovery.

4 **B. TKE Maintained the ‘No Emails’ Obstruction Despite Evidence to the**
5 **Contrary and Through Waves of EDCR 2.34 Efforts**

6 On or about May 30, 2018, Plaintiffs received the transcript of the May 14, 2018
7 deposition of TKE mechanic Christopher Dutcher (the “Dutcher Dep.”), who was assigned to the
8 Laughlin Nugget and the Escalator between 2010 and 2018.⁵ It confirmed that Dutcher testified
9 under oath, *inter alia*, as follows:

- 10 ♦ He sent to and received from TKE supervisors internal emails regarding the Escalator;⁶
- 11 ♦ He considered Scott Olsen and Larry Panaro his supervisors;⁷
- 12 ♦ He had communication with the Nugget Defendants’ Golden Nugget Laughlin’s Director
13 of Facilities Don Hartmann;⁸
- 14 ♦ He did the most minimal of email searches for this case – some time in 2017;⁹ and
- 15 ♦ He also testified to spoliation of evidence.¹⁰

16 Plaintiffs followed up expeditiously with a detailed June 8, 2018 EDCR 2.34 letter
17 addressing the Pandora’s Box of Defendants’ discovery abuses revealed by Dutcher’s
18 testimony.¹¹ Plaintiffs issued additional discovery in June and received the same, consistent non-
19 responses as before. The parties engaged in EDCR 2.34 discussions between September 15 and
20 September 20 (beginning with an email from Plaintiffs’ counsel Christopher Mathews and
21

22 ⁴ See the TKE 2nd Supp. attached hereto Exhibit 1-B. The only internal TKE emails are
23 from more than two years later and immediately before the production.

24 ⁵ See Excerpts from Dutcher Dep., attached hereto as Exhibit 1-C, at 11:21-22.

25 ⁶ *Id.* at 30:20-22; 56:8-16; and 57:1-19.

26 ⁷ *Id.* at 14:18-15:3; 37:16-25; and 59:15-18.

27 ⁸ *Id.* at 64:7-18.

28 ⁹ *Id.* at 71:6-72:14.

¹⁰ *Id.* at 72:12-73:24.

¹¹ See Plaintiffs’ June 8, 2018 EDCR 2.34 Letter to TKE attached hereto as Exhibit 1-D.

1 TKE's counsel Rebecca Mastrangelo and culminating in a call on September 20).¹² Undersigned
2 counsel sent an October 3, 2018 email summarizing such efforts and Plaintiffs' concerns.¹³
3 TKE's response letter dated October 30, 2018 addressed Plaintiffs' email and stated: "[i]n light
4 of all the emails produced in this case, it is highly unlikely that Chris Dutcher sent any emails
5 pertaining to the escalator."¹⁴ But this entire false narrative came to a screeching halt less than
6 three weeks later with TKE's disclosure of the November 16 Emails.

7 **C. Contradicting all of the Denials When Discovery was Open, On November**
8 **16, 2018, TKE Randomly Produced a Few Internal Emails for the First Time**
9 **– and from a Narrow Time Period Just After Plaintiff Brown's May 12, 2015**
10 **Incident**

11 With no explanation for the 180-degree turn, TKE disclosed three email chains and two
12 random emails to and from Dutcher over a four-month period of time (May 2015 – October
13 2015):¹⁵

14 ♦ May 27-28, 2015 Email chain, Subject: "Golden nugget [sic] step cracks"

15 Dutcher emailed Olsen on May 27 to inform him that 15 cracked steps on the Escalator
16 needed to be replaced "asap," and that Dutcher's *minimum* recommendation was the
17 replacement of 40 old-style steps, if not all the steps.¹⁶ On May 28, Olsen thanked and
18 informed Dutcher that he'd pass it along to Panaro and discuss with the [Nugget's]
19 Director of Facilities Don Hartmann "next week."¹⁷ Dutcher asked if he could speak to
20 Hartmann about the cracked steps and provide the manufacturer's bulletin (re the need to
21 replace the outdated and dangerous type of step in the Escalator).¹⁸ Olsen's brief reply
22 agreed: "Sure, go ahead and plant the seed!"¹⁹

23 ¹² See Exhibit 1, Iqbal Decl., at ¶ 6.

24 ¹³ See Plaintiffs' October 3, 2018 Email to TKE attached hereto as **Exhibit 1-E**.

25 ¹⁴ See TKE's October 30, 2018 Letter to Plaintiffs attached hereto as **Exhibit 1-F**.

26 ¹⁵ See TKE's November 16, 2018 Seventh Supplement to Early Case Conference List of
27 Witnesses and Production of Documents attached hereto as **Exhibit 1-G** (with bates numbers
28 added for ease of reference). Interestingly, the May 2015 emails are sent from Dutcher's mobile
device and – apparently – his personal email address: NVDutch@yahoo.com. The October 2015
emails are sent from a clearly corporate account: christopher.dutcher@thyssenkrupp.com.

¹⁶ Exhibit 1-G, at TKE_7THSUPP_014-15 (May 27, 2015, 3:42 PM)(emphasis added).

¹⁷ *Id.* at TKE_7THSUPP_014 (May 28, 2015, 6:52 AM).

¹⁸ *Id.* at TKE_7THSUPP_013-14 (May 28, 2015, 7:01 AM)

¹⁹ *Id.* at TKE_7THSUPP_013 (May 28, 2015, 7:10 AM).

1 ♦ May 27–June 5, 2015 Email chain, Subject: “Quotes and Tech Bulletin”

2 On the morning of May 27, Dutcher emailed Panaro and attached the bulletin, based on
3 the fact that “we have found cracked steps in this unit beforehand.”²⁰ Panaro responded
4 on June 5 with a one sentence question: “Is this the quote for GN Laughlin?”²¹

5 ♦ June 3, 2015 Single Email, Subject: “golden nugget” [sic]

6 Dutcher (apparently) sent a blank email to both Olsen and Panaro attaching five
7 photographs of what appear to be cracks in the Escalator steps.²²

8 ♦ June 9, 2015 Single Email, Subject: “Golden nugget Laughlin” [sic]

9 Dutcher emailed Panaro, copying Olsen, regarding Hartmann still missing the quote for
10 the replacement of the Escalator steps and asking for two quotes to be sent to Hartmann.²³

11 ♦ October 6-8, 2015 Email chain, Subject: “Laughlin Proposals needed asap”²⁴

12 Dutcher emailed Panaro, copying Olsen, to relay that he spoke to Hartmann about
13 replacing steps “as soon as possible”, and, as Hartmann claimed he still needed a
14 proposal, to request that Panaro send the same.²⁵ The next morning, October 7, Dutcher
15 forwarded that same email to Olsen.²⁶ Olsen responded by pressing Panaro for ASAP
16 delivery of the relevant proposal.²⁷ Forty minutes later, at 10:04 am, Panaro agreed to
17 follow-up that day.²⁸ The next day, on October 8, Dutcher followed up again with
18 Panaro.²⁹ Panaro replied that the Hartmann/Nugget proposal (re replacing the Escalator’s
19 cracked steps) was ready, but he wanted to speak with Hartmann first; he “[would] let
20 [Dutcher] know when [Nugget/Hartmann] get it.”³⁰

21 ²⁰ *Id.* at TKE_7THSUPP_022-29 (May 27, 2015, 7:39 AM).

22 ²¹ *Id.* at TKE_7THSUPP_022 (June 5, 2015, 9:21 AM).

23 ²² *Id.* at TKE_7THSUPP_016-21 (June 3, 2015, 1:01 PM).

24 ²³ *Id.* at TKE_7THSUPP_030 (June 9, 2015, 9:46 AM).

25 ²⁴ Emphasis in original. *Id.* at TKE_7THSUPP_053-54.

26 ²⁵ *Id.* (October 6, 2015, 1:49 PM (MST)).

27 ²⁶ *Id.* at TKE_7THSUPP_054 (October 7, 2015, 8:31 AM). Separate from this chain,
28 apparently, Dutcher resent at the same time that morning of October 7 to Larry Panaro the exact
29 same October 6 email he initially sent Larry. *Id.* at TKE_7THSUPP_032 (October 7, 2015, 8:31
30 AM).

31 ²⁷ *Id.* at TKE_7THSUPP_052-53 (October 7, 2015, 9:24 AM).

32 ²⁸ *Id.* at TKE_7THSUPP_052 (October 7, 2015, 10:04 AM). Twelve minutes later, in a
33 reply not contained within this specific chain, Dutcher thanked Panaro. *Id.* at
34 TKE_7THSUPP_038 (October 7, 2015, 10:16 AM). In a separate reply not contained within this
35 specific chain, Olsen also thanked Panaro. TKE_7THSUPP_041 (October 7, 2015, 11:21 AM).

36 ²⁹ *Id.* at TKE_7THSUPP_051-52 (October 8, 2015, 3:23 PM).

37 ³⁰ *Id.* at TKE_7THSUPP_051 (October 8, 2015, 3:53 PM). The chain ends with a thank
38 you email from Dutcher to Panaro. *Id.* (October 8, 2015, 4:39 PM).

1 The emails reveal that the Escalator's steps were previously cracked, that the Nugget Defendants
2 were made aware of the Escalator's safety issues, and that it took *several months* just to generate
3 proposals for a repair. This, despite the fact that the repairs needed were put in the "asap"
4 categories on or about May 27, 2015, and that separate Panaro emails warned, on June 16, "a
5 safety matter for the riding public . . . At this time, we recommend replacing the 40 steps,
6 however, *the 5 steps need to be addressed asap*,"³¹ and, on June 25, that the repair work should
7 be done "very soon to avoid any further damage and/or incidents."³² The Escalator's steps were
8 not replaced until January 26, 2016, per separate Nugget documents.³³

9 **D. TKE's Late-Breaking Email Production is – On Its Face – Incomplete, and**
10 **Raises Further Questions**

11 Chris Dutcher serviced the Escalator between 2010 and 2018—yet TKE's production
12 represents only a handful of days of correspondence in late May, early June, and early October
13 2015—a mere four and a half months of his *eight-year* tenure at the Laughlin Nugget. Notably,
14 TKE only produced emails dated on or after May 27, 2015 – *15 days after* Plaintiff Brown's
15 accident. Dutcher testified to communication and email exchange with the Nugget Defendants'
16 Don Hartmann³⁴ – but there are no such emails in this production, or in any prior production
17 from TKE or the Nugget Defendants. Within the November 16 Emails themselves, there are no
18 follow-up emails to Panaro's October 8, 2015 email promising to let Dutcher know about his
19 communications with the Laughlin Nugget;³⁵ additionally, there is no record of Panaro
20 "speak[ing]" to Hartmann during the following week. There is also no response from Dutcher to
21 the "high" importance email Panaro sent on June 5, 2015³⁶ -- which is in contrast to his repeated
22

23 ³¹ Exhibit 1-B, TKE 2nd Supp., at JNB_002084.

24 ³² *Id.* at JNB_002083.

25 ³³ *See, e.g.,* GNL00904, part of Nugget's Twelfth Supplemental List of Witnesses and
Documents Pursuant to NRCP 16.1 Disclosure, attached hereto as **Exhibit 1-H**.

26 ³⁴ Exhibit 1-C, Dutcher Dep. 64:14-16.

27 ³⁵ Exhibit 1-G, TKE_7THSUPP_051 (October 8, 2015, 3:53 PM).

28 ³⁶ *Id.* at TKE_7THSUPP_022 (June 5, 2015, 9:21 AM).

1 follow-ups and responses in the May and October 2015 email chains TKE did produce. And
2 there are no emails originating from Panaro or Olsen.

3 TKE's untimely production has generated additional unanswered questions. Among
4 them: Dutcher testified that his iPhone crashed in mid-2017 and he cannot retrieve emails.³⁷ He
5 had no idea, as of his May 14, 2018 deposition, what even happened to his emails regarding the
6 Escalator.³⁸ The mystery now is how these few, limited and selective emails from 2015 were
7 retrieved – and who retrieved them, and what else was uncovered during their retrieval.³⁹ TKE's
8 October 30, 2018 letter, almost a month after the close of discovery, claimed that TKE
9 mechanics did not have company email addresses between 2012 and 2015; yet, TKE's 7th Supp.
10 shows Dutcher's October 2015 emails being sent from a company email address, indicating that
11 TKE provided false information to its counsel, who unwittingly passed it on to Plaintiffs.

12 What is clear is that Dutcher was charged with performing, and actually conducted, only
13 the most minimal of email searches:

14 Q: How long of a search did you do?

15 A: I typed in Golden Nugget escalators, and that's all I did.

16 Q: Okay. So you used one search term?

17 A: Yes – a few search terms, but my device crashed before that time, so I lost all
18 the information regarding any work e-mails.

19 Q: When did your device crash?

20 A: Last year [2017].⁴⁰

21 Unfortunately, TKE's above-referenced discovery abuses were consistent with – or exceeded by
22 – similar abuses from the Nugget Defendants throughout discovery.

23 **E. TKE's Recent Conduct is in Lock-Step with a Pattern of Deception and False**
24 **Statements by All Defendants**

25 1. The Nugget Defendants Hid from Plaintiffs Emails Identifying Serious
26 Safety Concerns with the Escalator that Broke Plaintiff Brown's Neck and
27

28 ³⁷ Exhibit 1-C, Dutcher Dep., 72:12-73:24.

³⁸ *Id.* at 72:4-7.

³⁹ Dutcher also testified that he gave his phone to Scott Olsen upon moving to New York
City in February 2018. *Id.* at 33:7-12.

⁴⁰ *Id.* at 72:8-16.

Made False Statements Throughout Discovery—Statements Their Own
Director Disavowed

Plaintiffs served a first set of RFPs on November 22, 2016 upon the Nugget Defendants, which sought, *inter alia*, “DOCUMENTS CONCERNING ANY reported malfunction by, AND ANY mechanical/operational problem issue CONCERNING, the ESCALATOR.”⁴¹ Plaintiffs granted GNL extended time to respond – nearly 2.5 months. GNL responded to Plaintiffs’ professional courtesy with a false statement and no documents:

“Defendant was unaware of any mechanical/operational issues with the Subject Escalator at the time the alleged incident occurred, and therefore, has no documents responsive to this request.”⁴²

In March of 2017, GNL *re-issued the original false statement* in supplemental responses;⁴³ GNL did identify discovery here, but only four (4) pages worth regarding random TKE service records.⁴⁴ The Nugget Defendants maintained these false statements denying knowledge of issues with the Escalator until and *after* the November 6, 2017 e-service of TKE’s 2nd Supp. exposed them—as it contained emails showing, among other things, that the Escalator’s problems were “a safety matter for the riding public . . . At this time, we recommend replacing the 40 steps, however, *the 5 steps need to be addressed asap*,”⁴⁵ and that the repair work was needed “very soon to avoid any further damage and/or incidents.”⁴⁶

Even their own Director of Facilities, Don Hartmann, disagreed with the representations:

Q: Okay. Let me ask it very, very cleanly. Have there been – and this is a yes or no question, so it’s very clear for you – have there been operational and mechanical issues with the escalator, the down escalator, between 2012 and 2017? Yes or no?

⁴¹ See Plaintiffs’ November 22, 2016 First Set of Requests for Production of Documents to GNL, Corp., attached hereto as **Exhibit 1-I**, Request No. 2, p. 7, ll. 6-7.

⁴² See GNL’s February 2, 2017 Responses to Plaintiffs’ First Set of RFPs attached hereto as **Exhibit 1-J**, Response No. 2, p. 2, ll. 14-20.

⁴³ See GNL’s March 3, 2017 Supplemental Response to Plaintiffs’ First Set of RFPs attached hereto as **Exhibit 1-K**, Supplemental Response No. 2, p. 2, ll. 15-19.

⁴⁴ *Id.*

⁴⁵ Exhibit 1-B, TKE 2nd Supp., at JNB_002084. (Emphasis added).

⁴⁶ *Id.* at JNB_002083.

1 A: Yes.

2 Q: Okay. So if I said to you, there have been no mechanical or operational issues
3 with this down escalator between 2012 and 2017, you would disagree with my
4 statement, correct?

5 A: Yes.⁴⁷

6 Indeed, Hartmann would admit under oath that there were problems, and they were
7 “documented.”⁴⁸

8 2. The Nugget Defendants Hid from Plaintiffs all of their Communications
9 with TKE – Including Related to a Secret Inspection of the Escalator and
10 Clandestine Use of the Same Expert Witness

11 In a second set of RFPs, Plaintiffs requested from the Nugget Defendants all documents,
12 writings, and communications regarding the Escalator with other parties and entities, including
13 TKE.⁴⁹ GNL again stonewalled, only identifying random groupings of previously-disclosed
14 documents. Critically, GNL continued to suppress the emails regarding the Escalator’s risks and
15 to stonewall Plaintiffs’ legitimate and relevant RFPs—even after the TKE 2nd Supp.’s startling
16 exposure. As set forth in Plaintiffs’ motion *in limine* regarding the exclusion of Escalator Expert
17 Witness Davis Turner, both Defendants also hid from Plaintiffs correspondence between the
18 Defendants regarding the retention of Turner and his secret inspection of the Escalator in
19 November of 2017.

20 3. TKE’s Latest Disclosure and 2018 Depositions Reveal the Nugget
21 Defendants’ Continued Concealment of Relevant Emails and Woefully
22 Inadequate Discovery Responses

23 Don Hartmann testified to carrying on email correspondence with Thyssen at least once
24 every month or two months regarding the Escalator – since 2010.⁵⁰ Yet, TKE’s latest disclosure
25 does not contain those emails—and even the few emails within TKE’s 2nd Supp. are only from
26 select portions of two (2012 and 2015) of those years.

27 ⁴⁷See Excerpts from the Transcript of Don Hartmann’s January 24, 2018 Deposition
28 (“Hartmann Dep.”) attached hereto as Exhibit 1-L, at 138:23-139:8.

⁴⁸ *Id.* at 132:20.

⁴⁹ See GNL Corp’s October 20, 2017 Responses to Plaintiffs’ 2nd Set of RFPs attached
hereto as Exhibit 1-M, Request No. 16, p. 8, ll. 12-16.

⁵⁰ Exhibit 1-L, Hartmann Dep., at 128:5-10.

1 Regarding internal emails, Don Hartmann recalled a very specific email sequence in 2012
2 regarding the Escalator– with then Vice President of Facilities Clint Belka – “pretty much my
3 boss” at the time;⁵¹ Hartmann further testified that his work emails go back to 2010,⁵² and he
4 does not delete emails he sent to⁵³ or received from⁵⁴ Belka. Yet there are no internal emails
5 between Hartmann and Belka produced by the Nugget Defendants anywhere. Hartmann testified
6 that he did a few searches for correspondence before his January 24, 2018 deposition (well after
7 Nugget’s responses throughout 2017 refusing to provide documents, communications, and
8 writings regarding the Escalator),⁵⁵ that he *did not search* for internal emails,⁵⁶ and that he was
9 only instructed to search for external emails to TKE.⁵⁷

10 Now the Vice President of Engineering,⁵⁸ Clint Belka testified under oath that he did no
11 email searches and was not instructed to do such searches⁵⁹ (and he wasn’t even aware of the
12 accident until February or March 2018 – again, well after the Nugget Defendants’ discovery
13 responses).⁶⁰ Richard Smith, the Risk Manager for the Laughlin Nugget,⁶¹ testified that “no one

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18 ⁵¹ *Id.* at 30:2-11.

19 ⁵² *Id.* at 59:15-23.

20 ⁵³ *Id.* at 58:17-24.

21 ⁵⁴ *Id.* at 58:25-59:2.

22 ⁵⁵ Request No. 17 asks for all documents, writings, and communications regarding any
23 suggested, anticipated, planned, approved or actual modernization, modification, or alteration of
24 the Escalator through September 1, 2017; Request No. 18 asked for the same regarding all
25 repairs or part-replacements. Exhibit 1-M, GNL’s Responses to Plaintiffs’ 2nd Set of RFPs, at p.
26 9.

27 ⁵⁶ See Exhibit 1-L, Hartmann Dep., at 95 – 102, *generally*.

28 ⁵⁷ *Id.*

⁵⁸ See Excerpts from the Transcript of Clint Belka’s May 1, 2018 Deposition (“Belka
Dep.”) attached hereto as Exhibit 1-N, at 8:25-9:4.

⁵⁹ *Id.* at 99:3-23.

⁶⁰ *Id.* at 109:9-20.

⁶¹ See Excerpts from the Transcript of Richard Smith’s March 15, 2018 Deposition
 (“Smith Dep.”) attached hereto as Exhibit 1-O, at 6:5-6.

asked me to do an email search” and that he “didn’t review any email.”⁶² In fact, Smith claimed he was not aware of Plaintiff Brown’s broken neck until February 2018.⁶³

4. The Nugget Defendants’ Responses Contained False Verifications

Despite the fact that Smith had no awareness of Plaintiff Brown’s injuries in 2017, he executed a verification associated with Nuggets’ March 3, 2017 Supplemental Response to Ps First RFPs.⁶⁴ He testified under oath that he did not write the responses, did not know who drafted the responses, had no personal knowledge of what was written, did not read documents identified in the responses, and did no investigation regarding the truthfulness of the answers.⁶⁵

One exchange is particularly telling:

Q: Okay. Looking at Page 10, right before your verification – actually, two pages in front of your verification – so we’re looking here, sir, on this page at Supplemental Response to Interrogatory No. 29. Do you see that?

A: Yes.

Q: Okay. And it’s talking about the relationship between Golden – the GNL Corp., Golden Nugget, Inc., and Landry’s Inc. Do you see that? That’s Lines 6 through 14.

A: Yes.

Q: Do you see that?

A: Yes.

Q: Did you prepare this answer?

A: No.

Q: Who prepared this answer?

A: I’m guessing it was staff counsel.

Q: But you’re not sure?

A: No.

Q: You have no personal knowledge of who prepared it?

A: No. I mean, it looks like Annalisa [Counsel for the Nugget Defendants] signed it, so presumably she was at least involved in it.

Q: But you don’t know?

⁶² *Id.* at 211:13-212:12.

⁶³ *Id.* at 114:18-115:9.

⁶⁴ *See* Exhibit 1-K, at 12.

⁶⁵ For example, Smith had no independent knowledge of the truth of the response to Interrogatory No. 1. Exhibit 1-O, Smith Dep., at 124-125:19-4. The response to Interrogatory No. 4 referenced a February 8, 2017 letter – Smith did not read that letter. *Id.* at 125:17-126:4. Regarding the response to Interrogatory No. 16, he had no personal knowledge that the statements were true, and he did not draft the response. *Id.* at 131:17-132:5.

1 A: I don't know.⁶⁶

2 **II. LEGAL STANDARDS**

3 **A. NRCP 26(g)**

4 Discovery requests, responses, and objections are all subject to the obligations of NRCP
5 26(g).⁶⁷ In pertinent part, it holds:

6 (2) Every discovery request, response or objection ... shall be signed ... **The**
7 **signature of the attorney or party constitutes a certification that to the best**
8 **of the signer's knowledge, information, and belief, formed after a reasonable**
9 **inquiry, the request, response, or objection, is:**

10 (A) **consistent with these rules** and warranted by existing law or a
11 good faith argument for the extension, modification, or reversal of existing law;

12 (B) **not interposed for any improper purpose, such as to harass,**
13 **obscure, equivocate or to cause unnecessary delay or needless increase in the**
14 **cost of litigation; and**

15 (C) **not unreasonable or unduly burdensome or expensive, given the**
16 **needs of the case, the discovery already had in the case, the amount in**
17 **controversy, and the importance of the issues at stake in the litigation...**

18 (3) If without substantial justification a certification is made in violation of this
19 rule, the court, upon motion or upon its own initiative, shall impose upon the
20 person who made the certification, the party on whose behalf the disclosure,
21 request, response, or objection was made, or both, **an appropriate sanction,**
22 **which may include an order to pay the amount of the reasonable expenses**
23 **incurred because of the violation, including a reasonable attorney's fee.**⁶⁸

24 In *Rebel Oil*, the defendant submitted false responses – which only became clear several months
25 later at a deposition, and well after the truck driver was deposed; the Discovery Commissioner
26 found such responses to be “more than lazy; they were deliberately and artfully drafted to be
27 deceptive in nature.”⁶⁹ Such responses constituted “calculated discovery abuse.”⁷⁰ Sanctions are

28 ⁶⁶ *Id.* at 134:2-135:1. In July of 2017, the Nugget Defendants updated these
Supplemental Responses verified by Smith; Smith at his March 2018 deposition had no memory
of the follow-up document and did not recall being consulted about the follow-up response. *Id.*
at 139:4-10.

⁶⁷ *Olivarez v. Rebel Oil Company, et al.*, Discovery Commissioner Opinion #11 (April,
2003), at 3 (“*Rebel Oil*”).

⁶⁸ *Id.* at 3-4; *see also* NRCP 26(f). (Emphasis added).

⁶⁹ *Id.* at 2-3.

⁷⁰ *Id.* at 6.

1 warranted for such violations, and the Court has the “inherent power...to prevent abuse of the
2 discovery process.”⁷¹

3 **B. NRCP 37(c)(1)**

4 NRCP 37(c)(1) applies where a party fails to provide information or identify a witness as
5 required by Rule 26(a) or (e) – that party is not allowed to use that information or witness at trial
6 to provide evidence unless the failure was substantially justified or is harmless.⁷² Importantly,
7 Rule 37(c)(1) does not require exclusion of the evidence – especially if less drastic sanctions are
8 appropriate.⁷³ Willfulness and bad faith are not required for exclusion – but they are “clearly a
9 factor in deciding the appropriate level of sanction.”⁷⁴ The different options available to a court
10 under NRCP 37 sanctions and the case law demonstrate the breadth of this Court’s discretion.

11 **III. ARGUMENT**

12 **A. TKE’s Late Disclosures Confirm TKE and the Nugget Defendants’**
13 **Violations of NRCP 26(g) and NRCP 37(c)(1) – and Are Similar to the**
14 **Discovery Abuses in *Rebel Oil* which Resulted in Comprehensive Sanctions**

15 TKE’s late disclosures confirm that both Defendants’ discovery responses were false, and
16 that they individually and collectively breached NRCP 26(g). And Plaintiffs’ discovery was not
17 burdensome, as just seven (7) total requests were served upon TKE in Plaintiffs’ First Set of
18 RFPs, and TKE obstructed all of them and produced no documents. TKE refused throughout
19 discovery to produce any internal emails or any of Chris Dutcher’s emails *period*. Dutcher is a
20 key witness, given he was the mechanic assigned to the Escalator for eight years (including all
21 times relevant to this action). To partially produce Dutcher’s emails now means TKE’s
22 responses breached NRCP 26(f)’s standards for good faith and are sufficient to trigger sanctions.
23 Separately, the Nugget Defendants’ own Director of Facilities explicitly disavowed the Nugget
24 Defendants’ claim that they were unaware of any mechanical, safety, or operational issues with

25 ⁷¹ *Id.* at 18 (citing *Young v. Ribeiro Bld’g. Inc.*, 106 Nev. 88, 787 P.2d 777 (1990)).

26 ⁷² NRCP 37(c)(1).

27 ⁷³ *Jackson v. UA Theatre Circuit, Inc.*, 278 F.R.D. 586, 594-95 (Nev. 2011).

28 ⁷⁴ *Id.* (internal citations omitted).

1 the Escalator, and Risk Manager Richard Smith verified responses with literally zero personal
2 knowledge or independent investigation.

3 Both Defendants also conducted no email searches – or woefully insufficient searches,
4 which makes satisfying NRCP 26(f)’s “reasonable inquiry” requirement impossible for both.

5 The information contained within TKE’s November 16 Emails is substantially late—but,
6 even more important, it goes to the merits and aspects of Plaintiffs’ claims, including regarding
7 punitive damages: prior cracks with the Escalator’s steps were known, and the Defendants were
8 for years nonchalant, stingy, unorganized, and willfully negligent regarding the Escalator’s
9 serious flaws and risks. Defendants’ obstruction of key evidence until well after the deposition
10 of key witnesses is a replica of the discovery abuses in *Rebel Oil*; what is different here is that
11 Defendants are being exposed on the eve of trial.

12 TKE’s failure to produce all of Dutcher’s relevant emails, or any internal emails
13 originating with his supervisors Panaro and Olsen, and the Nugget Defendants’ failure to provide
14 internal emails from key individuals (e.g., Hartmann and Belka), and beyond a handful of
15 external emails to TKE, constitute plain breaches of NRCP 37(c)(1). How long each Defendant
16 knew of the Escalator’s problems and the evidence of notice—and inactivity—reflected in their
17 emails impact Plaintiffs’ claims and Plaintiffs are entitled to such evidence and the right to
18 propound additional discovery based on them.

19 **B. Here, Plaintiffs Seek Lesser (non-Case-Dispositive) Sanctions and Relief and**
20 **the Court’s Intervention in Defendants’ Discovery Abuses**

21 Given the scope of these discovery abuses, Plaintiffs could seek case-dispositive
22 sanctions or even for the expulsion of the withheld information and/or associated witnesses
23 under NRCP 37. However, because the rules suggest less drastic sanctions be considered first in
24 lieu of more stringent remedies, Plaintiffs presently seek substantially less.

25 Plaintiffs respectfully move for a vacating of the trial scheduling order, the vacating of
26 the December 18 hearing on the pending motions *in limine* for 120 days, and reopening of
27 discovery for 90 days. Under NRCP 26(g) and NRCP 37(c)(1), Plaintiffs are also entitled to the

28 **PLAINTIFFS’ EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME**

1 payment of attorneys' fees and costs as a sanctions for the discovery provided late (and contrary
2 to prior representations), for the still-undisclosed information whose existence is shown by the
3 late discovery, and for the fees and costs associated with this Motion. Plaintiffs further seek via
4 this Motion the Court's direct administration and oversight of discovery, and the consideration of
5 sanctions and/or a discovery special master funded by Defendants in light of the significance and
6 impact of the discovery abuses, and reserve the right to request the full panoply of NRCP 37
7 remedies available to this Court with briefing in the ordinary course.

8 **IV. CONCLUSION**

9 For the reasons set forth above, Plaintiffs' Motion should be GRANTED.

10 Dated December 3, 2018.

Respectfully Submitted,

11 IQBAL LAW PLLC

12 By: 
13 Mohamed A. Iqbal, Jr. (NSB# 10623)
14 *Attorneys for Plaintiffs*

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28 **PLAINTIFFS' EMERGENCY MOTION FOR REOPENING DISCOVERY, COURT
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME**

EXHIBIT 1

EXHIBIT 1

JNB01841

1 **DECL**
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10
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 **Case No.: A-16-739887-C**
27 **Dept. No.: XXXI**

28 **AND RELATED CASES**

DECLARATION OF MOHAMED A. IQBAL, JR., ESQ.
IN SUPPORT OF PLAINTIFFS' EMERGENCY MOTION FOR REOPENING
DISCOVERY, COURT INTERVENTION, AND SANCTIONS ON ORDER
SHORTENING TIME

I, MOHAMED A. IQBAL, JR., under penalty of perjury, declare and say:

1. I am an attorney duly licensed to practice law in the State of Nevada and am the principal for Iqbal Law PLLC, counsel of record for Plaintiffs JOE BROWN and NETTIE BROWN in case number A-16-739887-C currently pending before the Eighth Judicial District Court of Nevada. I make this declaration in support of Plaintiffs' Emergency Motion for Reopening Discovery, Court Intervention, and Sanctions on Order Shortening Time. Defendant/Third Party Defendant Thyssenkrupp Elevator Corporation is defined hereinafter as "TKE" and GNL, Corp., Landry's Inc., and Golden Nugget, Inc. are collectively referenced herein as the "Nugget Defendants."

1 2. I have personal knowledge as to the facts set forth in this declaration. If called upon to
2 testify, I could and would do so competently and would similarly testify to the subsequent facts
3 as set forth in this declaration.

4 3. Exhibit 1-A to this Declaration is a true and correct copy of TKE's February 6, 2018
5 Responses to Plaintiffs' First Set of Requests for Production.

6 4. Exhibit 1-B to this Declaration is a true and correct copy of TKE's November 6, 2017
7 Second Supplement to Early Case Conference List of Witnesses and Production of Documents,
8 with bates numbers added by Plaintiffs for ease of reference.

9 5. Exhibit 1-C to this Declaration is a true and correct excerpt of the transcript from the
10 May 14, 2018 deposition of TKE mechanic Christopher Dutcher. This transcript was received
11 by undersigned counsel on or about May 30. Plaintiffs immediately addressed the discrepancies
12 and issues it raised.

13 6. Exhibit 1-D to this Declaration is a true and correct copy of Plaintiffs' June 8, 2018
14 EDCR 2.34 Letter to TKE. Plaintiffs issued additional discovery in June and received the same,
15 consistent non-responses as before. The parties engaged in EDCR 2.34 discussions between
16 September 15 and September 20 (beginning with an email from Plaintiffs' counsel Christopher
17 Mathews and TKE's counsel Rebecca Mastrangelo and culminating in a call on September 20).

18 7. Exhibit 1-E to this Declaration is a true and correct copy of Plaintiffs' October 3, 2018
19 Email to TKE, which summarizes the meet-and-confer efforts through that point in time.

20 8. Exhibit 1-F to this Declaration is a true and correct copy of TKE's October 30, 2018
21 Letter to Plaintiffs.

22 9. Exhibit 1-G to this Declaration is a true and correct copy of TKE's November 16, 2018
23 Seventh Supplement to Early Case Conference List of Witnesses and Production of Documents,
24 with bates numbers added by Plaintiffs for ease of reference.

25 10. Exhibit 1-H to this Declaration is one page from the Nugget Defendants' 12th
26 Supplemental NRCP 16.1 production, bates numbered as GNL00904, presented confidentially;
27 this document was marked "Confidential" by the Defendants and without waiving their right to
28

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

3 11. Exhibit 1-I to this Declaration is a true and correct copy of Plaintiffs' November 22,
4 2016 First Set of Requests for Production of Documents to GNL, Corp.

5 12. Exhibit 1-J to this Declaration is a true and correct copy of GNL's February 2, 2017
6 Responses to Plaintiffs' First Set of Request [sic] for Production.

7 13. Exhibit 1-K to this Declaration is a true and correct copy of GNL's March 3, 2017
8 Supplemental Response to Plaintiffs' First Set of Requests for Production.

9 14. Exhibit 1-L to this Declaration is a true and correct excerpt of the transcript from the
10 January 24, 2018 Deposition of the Nugget Defendants' Laughlin Nugget Director of Facilities
11 Don Hartmann.

12 15. Exhibit 1-M to this Declaration is a true and correct copy of GNL's October 20, 2017
13 Responses to Plaintiffs' 2nd Set of Requests for Production.

14 16. Exhibit 1-N to this Declaration is a true and correct excerpt of the transcript from the
15 May 1, 2018 Deposition of the Nugget Defendants' Vice President of Engineering Clint Belka.

16 17. Exhibit 1-O to this Declaration is a true and correct excerpt of the transcript from the
17 March 15, 2018 Deposition of the Nugget Defendants' Risk Manager Richard Smith.

18 Dated December 3, 2018.

19
20 

21 MOHAMED A. IQBAL, JR.
22
23
24
25
26
27
28

EXHIBIT 1-A

EXHIBIT 1-A

JNB01845

1 REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
2 ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 S. Third Street
3 Las Vegas, Nevada 89101
Phone (702) 383-3400
4 Fax (702) 384-1460
rmastrangelo@rmcmlaw.com
5 Attorneys for Third-Party Defendant
THYSSENKRUPP ELEVATOR CORPORATION
6

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA
9

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

11 Plaintiffs,)
12)

13 vs.)

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

17 Defendants.)

18 GNL, CORP., a Nevada corporation;)

19 Third-Party Plaintiff,)

20 vs.)

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

23 Third-Party Defendants.)
24)

25 **THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR**
26 **CORPORATION'S RESPONSE TO PLAINTIFFS' FIRST SET OF**
REQUESTS FOR PRODUCTION OF DOCUMENTS

27 Third-Party Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and
28 through its attorneys, REBECCA L. MASTRANGELO, ESQ. and the law firm of ROGERS,

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

JNB01846

1 MASTRANGELO, CARVALHO & MITCHELL, hereby responds to Plaintiffs' First Set of
2 Requests for Production of Documents as follows:

3 **REQUEST NO. 1:**

4 Please produce all documents, writings and communications (which include without
5 limitation, e-mails and text messages), dated from January 1, 2011 to September 1, 2017,
6 exchanged (sent or received) between, addressed or forwarded to, and/or copying: on one hand,
7 you and, on the other, any one or more of the following: GNL Corp./Landry's/Golden Nugget,
8 Inc., contacts - Don Hartman (Director of Facilities), Irais Mendoza (Purchasing Buyer), Richard
9 Smith (Risk Manager), and Clint Belka (VP of Engineering) relating to the escalator.

10 **RESPONSE:**

11 Objection. Overly burdensome and overly broad in scope ("all documents . . . relating to
12 the escalator") and time (January 1, 2011 to September 1, 2017) and thereby irrelevant to the
13 subject matter of the pending action and not reasonably calculated to lead to the discovery of
14 admissible evidence. Notwithstanding said objections and without waiving same, thyssenkrupp
15 has not located any documents responsive to this Request other than those which were previously
16 produced in thyssenkrupp Elevator Corporation's Second Supplement to Early Case Conference
17 Production of Documents.

18 **REQUEST NO. 2:**

19 Please produce all documents, writings and communications, dated from January 1, 2011
20 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
21 copying: on one hand, Christopher Dutcher, and on the other, any one or more of Don Hartman,
22 Irais Mendoza, Richard Smith, and Clint Belka, relating to the escalator.

23 **RESPONSE:**

24 Objection. Asked and answered. Request is also objected to as overly burdensome and
25 overly broad in scope ("all documents . . . relating to the escalator") and time (January 1, 2011 to
26 September 1, 2017) and thereby irrelevant to the subject matter of the pending action and not
27

1 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding said
2 objections and without waiving same, thyssenkrupp has not located any documents responsive to
3 this request.

4 **REQUEST NO. 3:**

5 Please produce all documents, writings, and communications, dated from January 1, 2011
6 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
7 copying: on one hand, Larry Panaro, and on the other, any one or more of Don Hartman, Irais
8 Mendoza, Richard Smith, and Clint Belka, relating to the escalator.

9 **RESPONSE:**

10 Objection. Asked and answered. Request is also objected to as overly burdensome and
11 overly broad in scope ("all documents . . . relating to the escalator") and time (January 1, 2011 to
12 September 1, 2017) and thereby irrelevant to the subject matter of the pending action and not
13 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding said
14 objections and without waiving same, thyssenkrupp has not located any documents responsive to
15 this Request other than those which were previously produced in thyssenkrupp Elevator
16 Corporation's Second Supplement to Early Case Conference Production of Documents.

17 **REQUEST NO. 4:**

18 Please produce all documents, writings, and communications, dated from January 1, 2011
19 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
20 copying: on one hand, Jim MacDavid, and on the other, any one or more of Don Hartman, Irais
21 Mendoza, Richard Smith, and Clint Belka, relating to the escalator.

22 **RESPONSE:**

23 Objection. Asked and answered. Request is also objected to as overly burdensome and
24 overly broad in scope ("all documents . . . relating to the escalator") and time (January 1, 2011 to
25 September 1, 2017) and thereby irrelevant to the subject matter of the pending action and not
26 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding said
27

1 objections and without waiving same, thyssenkrupp has not located any documents responsive to
2 this Request other than those which were previously produced in thyssenkrupp Elevator
3 Corporation's Second Supplement to Early Case Conference Production of Documents.

4 **REQUEST NO. 5:**

5 Please produce all documents, writings, and communications, dated from January 1, 2011
6 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
7 copying: on one hand, Scott Olsen, and on the other, any one or more of Don Hartman, Irais
8 Mendoza, Richard Smith, and Clint Belka, relating to the escalator.

9 **RESPONSE:**

10 Objection. Asked and answered. Request is also objected to as overly burdensome and
11 overly broad in scope ("all documents . . . relating to the escalator") and time (January 1, 2011 to
12 September 1, 2017) and thereby irrelevant to the subject matter of the pending action and not
13 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding said
14 objections and without waiving same, thyssenkrupp has not located any documents responsive to
15 this Request other than those which were previously produced in thyssenkrupp Elevator
16 Corporation's Second Supplement to Early Case Conference Production of Documents.

17 **REQUEST NO. 6:**

18 Please produce all documents, writings, and communications, dated from January 1, 2011
19 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
20 copying: on one hand, Paul Hamrick, and on the other, any one or more of Don Hartman, Irais
21 Mendoza, Richard Smith, and Clint Belka, relating to the escalator.

22 **RESPONSE:**

23 Objection. Asked and answered. Request is also objected to as overly burdensome and
24 overly broad in scope ("all documents . . . relating to the escalator") and time (January 1, 2011 to
25 September 1, 2017) and thereby irrelevant to the subject matter of the pending action and not
26 reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding said
27
28

1 objections and without waiving same, thyssenkrupp has not located any documents responsive to
2 this Request other than those which were previously produced in thyssenkrupp Elevator
3 Corporation's Second Supplement to Early Case Conference Production of Documents.

4 **REQUEST NO. 7:**


5 Please produce all documents, writings and communications, dated from January 1, 2011
6 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
7 copying: any one or more of Paul Hamrick, Scott Olsen, Jim MacDavid, Larry Panaro, and/or
8 Christopher Dutcher, relating to the escalator; for the avoidance of doubt, this request includes,
9 without limitation, your internal communications relating to the escalator.

10 **RESPONSE:**

11 Objection. Overly burdensome and overly broad in scope ("all documents . . . relating to
12 the escalator") and time (January 1, 2011 to September 1, 2017) and thereby irrelevant to the
13 subject matter of the pending action and not reasonably calculated to lead to the discovery of
14 admissible evidence. Notwithstanding said objections and without waiving same, thyssenkrupp
15 has not located any documents responsive to this Request other than those which were previously
16 produced in thyssenkrupp Elevator Corporation's Second Supplement to Early Case Conference
17 Production of Documents.

18 DATED this 6th day of February, 2018.

19 ROGERS, MASTRANGELO, CARVALHO &
20 MITCHELL

21 
22 Rebecca L. Mastrangelo, Esq.
23 Nevada Bar No. 5417
24 700 S. Third Street
25 Las Vegas, Nevada 89101
26 Attorney for Defendant
27 THYSSENKRUPP ELEVATOR CORPORATION
28

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 6 day of
4 February, 2018, a true and correct copy of the foregoing **THIRD-PARTY DEFENDANT**
5 **THYSSENKRUPP ELEVATOR CORPORATION'S RESPONSE TO PLAINTIFFS'**
6 **FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via
7 electronic means with the Eighth Judicial District Court, addressed as follows, upon the
8 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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28

An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL

EXHIBIT 1-B

EXHIBIT 1-B

JNB01852

1 ECC
2 REBECCA L. MASTRANGELO, ESQ.
3 Nevada Bar No. 5417
4 ROGERS, MASTRANGELO, CARVALHO & MITCHELL
5 700 S. Third Street
6 Las Vegas, Nevada 89101
7 Phone (702) 383-3400
8 Fax (702) 384-1460
9 rmastrangelo@rmcmlaw.com
10 Attorneys for Third-Party Defendant
11 THYSSENKRUPP ELEVATOR CORPORATION

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DISTRICT COURT
CLARK COUNTY, NEVADA

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

14 vs.

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

21
22 Defendants.

23 GNL, CORP., a Nevada corporation;

24
25 Third-Party Plaintiff,

26 vs.

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

Third-Party Defendants.

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

**DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S SECOND
SUPPLEMENT TO EARLY CASE CONFERENCE LIST OF WITNESSES
AND PRODUCTION OF DOCUMENTS**

Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and through its

JNB-1833

1 attorneys, REBECCA L. MASTRANGELO, ESQ. and the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, hereby supplements its Early Case Conference
3 List of Witnesses and Production of Documents as follows: **(Supplements in bold)**

4 I.

5 WITNESSES

- 6 1. Joe N. Brown
7 c/o Mohamed A. Iqbal, Jr., Esq.
8 Christopher Mathews, Esq.
9 101 Convention Center Drive, Suite 1175
10 Las Vegas, Nevada 89109

11 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
12 incident.

- 13 2. Nettie J. Brown
14 Mohamed A. Iqbal, Jr., Esq.
15 Christopher Mathews, Esq.
16 101 Convention Center Drive, Suite 1175
17 Las Vegas, Nevada 89109

18 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
19 incident.

- 20 3. Chris Dutcher and/or
21 Persons Most Knowledgeable
22 THYSSENKRUPP ELEVATOR CORPORATION
23 c/o Rebecca L. Mastrangelo, Esq.
24 **700 S. Third Street**
25 Las Vegas, Nevada 89101

26 These witnesses may be called to testify as to the condition, function, and maintenance of
27 the subject escalator at all relevant times as well as the inspection of the escalator following the
28 subject incident.

4. Persons Most Knowledgeable
Golden Nugget Laughlin
c/o Annalisa N. Grant, Esq.
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

These witnesses are expected to testify as to the facts and circumstances surrounding the

1 subject incident and the investigation of same.

- 2 5. Steve Robertson or Person Most Knowledgeable
3 State of Nevada
4 Department of Business and Industry
5 Division of Industrial Relations
6 Mechanical Compliance Section
7 1301 N. Green Valley Parkway, Suite 160
8 Henderson, Nevada 89074

9 This witness is expected to testify as to his inspection of the subject escalator on May 13,
10 2015, and his opinion on the cause of the accident.

- 11 6. William Schaefer
12 State of Nevada
13 Department of Business and Industry
14 Division of Industrial Relations
15 Mechanical Compliance Section
16 1301 N. Green Valley Parkway, Suite 160
17 Henderson, Nevada 89074

18 This witness is expected to testify as to the inspections and permitting of the subject
19 escalator at all times relevant herein as well as the content of the State of Nevada file pertaining
20 to the subject escalator.

- 21 7. Larry Panaro and/or
22 Person Most Knowledgeable
23 THYSSENKRUPP ELEVATOR CORPORATION
24 c/o Rebecca L. Mastrangelo, Esq.
25 700 S. Third Street
26 Las Vegas, Nevada 89101

27 This witness may be called to testify as to the proposals made to Golden Nugget
28 pertaining to the subject escalator and communications between the parties relative to
same.

Defendant also names as witnesses all of Plaintiffs' health care providers after the
subject accident, and, as relevant, prior to same.

Defendant reserves the right to add to its list of witnesses as discovery proceeds and as
the testimony at trial may make necessary.

DOCUMENTS

1. Defendant thyssenkrupp Elevator Corporation's Answer to Third Party

Complaint;

2. Agreement for Dover Master Maintenance Service (with pricing redacted as irrelevant to the subject matter of the pending action and not reasonably calculated to lead to the discovery of admissible evidence);
3. Thyssenkrupp Elevator First Report of Alleged Incident;
4. State of Nevada Elevator Accident Report;
5. Thyssenkrupp Account History Report dating from May 13, 2014 though May 12, 2015;
6. Video of subject incident (in the possession of GNL, Corp);
7. Commercial Lines Policy for Thyssenkrupp North America, Inc. (with premiums, deductibles and retentions redacted as irrelevant to the subject matter of the pending action and not reasonably calculated to lead to the discovery of admissible evidence);
8. State of Nevada escalator inspection and permitting documents (previously produced by GNL, Corp.);
9. **Account History for Subject Escalator dating from November 2012 through December 2015;**
10. **Dover proposal dated June 23, 1998 and related correspondence;**
11. **ThyssenKrupp Elevator Repair Order (proposal) dated September 12, 2012;**
12. **ThyssenKrupp Elevator Repair order (proposal) dated October 2, 2012;**
13. **ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;**
14. **ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;**
15. **ThyssenKrupp Elevator Repair Order (proposal) dated November 1, 2015.**
16. **Various emails between Larry Panaro and employees of Golden Nugget pertaining to escalator steps and proposals (2012 and 2015).**

Defendant also identifies and incorporates the documents produced by all other parties

herein.

///

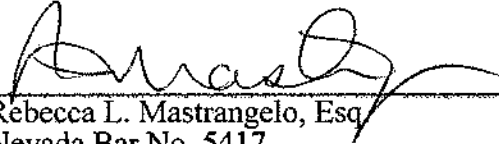
///

///

1 Defendant reserves the right to add to its list of document as discovery proceeds.

2 DATED this 3rd day of November, 2017.

3 ROGERS, MASTRANGELO, CARVALHO &
4 MITCHELL

5 
6 Rebecca L. Mastrangelo, Esq.
7 Nevada Bar No. 5417
8 700 S. Third Street
9 Las Vegas, Nevada 89101
10 Attorney for Defendant
11 THYSSENKRUPP ELEVATOR CORPORATION

12 **CERTIFICATE OF SERVICE**

13 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
14 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 6 day of
15 November, 2017, a true and correct copy of the foregoing **DEFENDANT THYSSENKRUPP**
16 **ELEVATOR CORPORATION'S SECOND SUPPLEMENT TO EARLY CASE**
17 **CONFERENCE LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS** was
18 served via electronic means with the Eighth Judicial District Court, addressed as follows, upon
19 the following counsel of record:

20 Mohamed A. Iqbal, Jr., Esq.
21 Christopher Mathews, Esq.
22 101 Convention Center Drive, Suite 1175
23 Las Vegas, Nevada 89109
24 Attorneys for Plaintiffs

25 Annalisa N. Grant, Esq.
26 GRANT & ASSOCIATES
27 7455 Arroyo Crossing Parkway, Suite 300
28 Las Vegas, Nevada 89113
Attorneys for Defendant/Third-Party Plaintiff



An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL

Account History Report

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



JNB_002013

Customer: GOLDEN NUGGET Customer Number: 16087

Site Name: GOLDEN NUGGET HOTEL PARIS CASINO DR. FAUCETT ST. 170

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

JNB01859

Customer: GOLDEN NUGGET Customer Number: 73225

Site Name: GOLDEN NUGGET HOTEL 2200 S CASINO DR LAUGHLIN 89020-1520

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

JNB_002014

JNB01860

Customer: GOLDBEX NUGGET Customer Number: 75087

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

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

JNB_002015

JNB01861

Customer: GOLDEN NUGGET Customer Number: 78867

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

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

JNB_002016

JNB01862

Customer: GOLDEN NUGGET Customer Number: 78987

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

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

JNB_002017

JNB01863

Customer: GOLDEN NUGGET Customer Number: 12007

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

JNB_002018

On Site Repair	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	MCEWEN, MONTE J	05/14/2014 06:00:00 AM	05/14/2014 06:00:00 AM	05/24/2014 02:00:00 AM	2 hrs 0 mins	20 hrs 15 mins	22 hrs 15 mins
Activity Code: SR #: 8414662 Task #: 4662632 Priority: P3 Standard Payroll Status: PROCESSED							
Description: GOLDEN NUGGET REMOVE AND INSTALL DAMAGED ESCALATOR GEAR BOX #2 DOWN							
Resolution: N/A							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	DUTCHER, CHRISTOPHER M	05/14/2014 07:00:00 AM	05/14/2014 07:00:00 AM	05/23/2014 12:00:00 PM	0 hrs 0 mins	12 hrs 0 mins	12 hrs 0 mins
Activity Code: SR #: 8414662 Task #: 4662633 Priority: P3 Standard Payroll Status: PROCESSED							
Description: GOLDEN NUGGET REMOVE AND INSTALL DAMAGED ESCALATOR GEAR BOX #2 DOWN							
Resolution: N/A							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
GOLDEN NUGGET HOTEL - On Site Repair Subtotal					13 hrs 45 mins	103 hrs 0 mins	116 hrs 45 mins

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	DUTCHER, CHRISTOPHER M	12/01/2015 06:00:00 AM	12/01/2015 06:00:00 AM	12/01/2015 07:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
Activity Code: SR #: 17069364 Task #: 9268986 Priority: P3 Standard Payroll Status: PROCESSED							
Description: TKE Preventive Maintenance Caller: N/A PH: N/A							
Resolution: observed operation and rode units							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							
SN: US135386 OEM SerNo: CE42505 Description: #2 Down	DUTCHER, CHRISTOPHER M	11/19/2015 06:00:00 AM	11/19/2015 06:00:00 AM	11/19/2015 07:00:00 AM	0 hrs 0 mins	1 hrs 0 mins	1 hrs 0 mins
Activity Code: SR #: 16930104 Task #: 9195358 Priority: P3 Standard Payroll Status: PROCESSED							
Description: TKE Preventive Maintenance Caller: N/A PH: N/A							
Resolution: down escalator, spoke with don hartman about proposals							
Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N							
PO #: N/A							

JNB01864

Customer: GOLDEN NUGGET Customer Number: 75007

Site Name: GOLDEN NUGGET HOTEL 300 S CASINO DR LAUGHLIN NV 89021-1020

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

JNB_002019

JNB01865

Customer: GOLDEN NUGGET Customer Number: 76837

Site Name: GOLDEN NUGGET HOTEL 2800 S CASINO DR LAUGHLIN NV 89023-1520

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

JNB_002020

JNB01866

Customer: GOLDEN NUGGET Customer Number: 75037

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89020-1520

Preventive Maintenance

Assigned To

Incident Date

Act Start Date

Act End Date

Travel Hrs

Labor Hrs

Total Hrs

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/16/2015
09:15:00 AM

06/16/2015
09:15:00 AM

06/16/2015
10:00:00 AM

0 hrs 0
mins

0 hrs 45
mins

0 hrs 45
mins

Activity Code: SR #: 14531602 Task #: 7915706 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: assisted larry panaro

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

GASPER, JOSEPH T

06/12/2015
07:00:00 AM

06/12/2015
07:00:00 AM

06/12/2015
05:00:00 PM

1 hrs 0
mins

8 hrs 0
mins

9 hrs 0
mins

Activity Code: SR #: 14531744 Task #: 7915782 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: N/A

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: *

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/11/2015
06:00:00 AM

06/11/2015
06:00:00 AM

06/11/2015
08:00:00 AM

0 hrs 0
mins

2 hrs 0
mins

2 hrs 0
mins

Activity Code: SR #: 14466046 Task #: 7880793 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: deliver tools/supplies to repair crew

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/09/2015
06:00:00 AM

06/09/2015
06:00:00 AM

06/09/2015
12:00:00 PM

0 hrs 0
mins

6 hrs 0
mins

6 hrs 0
mins

Activity Code: SR #: 14420894 Task #: 7856742 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, fueled work vehicle, dropped off parts, cameron's helper in escalator training and I filled in for the 2nd man in repair team, cleandown unit and prepare for stepchain replacement, assisted in dissassembling chains

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/08/2015
09:45:00 AM

06/08/2015
09:45:00 AM

06/08/2015
12:00:00 PM

0 hrs 0
mins

2 hrs 15
mins

2 hrs 15
mins

Activity Code: SR #: 14400938 Task #: 7846009 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: assisted repair crew with barricades needed for repair, brought material to jobsite

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

JNB_002021

JNB01867

Customer: GOLDEN NUGGET Customer Number: 75967

Site Name: GOLDEN NUGGET HOTEL 2200 S CASINO DR LAUGHLIN 89020-1520

Preventive Maintenance

Assigned To

Incident Date Act Start Date Act End Date Travel Hrs Labor Hrs Total Hrs

SN: US135386 OEM SerNo: CE42505 Description: #2 Down DUTCHER, CHRISTOPHER M 06/03/2015 12:00:00 PM 06/03/2015 12:00:00 PM 06/03/2015 02:00:00 PM 0 hrs 0 mins 2 hrs 0 mins 2 hrs 0 mins

Activity Code: SR #: 14329684 Task #: 7807916 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: discussed concerns with scott olsen and larry panaro

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down DUTCHER, CHRISTOPHER M 05/28/2015 06:00:00 AM 05/28/2015 06:00:00 AM 05/28/2015 08:00:00 AM 0 hrs 0 mins 2 hrs 0 mins 2 hrs 0 mins

Activity Code: SR #: 14243062 Task #: 7761948 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator,customer relations with don hartman about cracked steps and worn stepchain

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down DUTCHER, CHRISTOPHER M 05/27/2015 07:00:00 AM 05/27/2015 07:00:00 AM 05/27/2015 02:00:00 PM 0 hrs 0 mins 7 hrs 0 mins 7 hrs 0 mins

Activity Code: SR #: 14216198 Task #: 7747560 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, acquired 2 quotes for part replacement,printed obsolescence and replacement policy statementfabricated escalator steps with step body cracks,faxxed in accident reports,barricaded unit and cleaned all faces of steps and inspected for cracks as layed out in kone bulletin,observed operation and returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down DUTCHER, CHRISTOPHER M 05/13/2015 06:00:00 AM 05/13/2015 06:00:00 AM 05/13/2015 08:00:00 AM 0 hrs 0 mins 2 hrs 0 mins 2 hrs 0 mins

Activity Code: SR #: 14024880 Task #: 7645676 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: called state inspector for accident inspection, met with inspector steve robertson and reviewed security video,visually inspected escalator,observed unit in normal operating condition and returned to service

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down DUTCHER, CHRISTOPHER M 04/10/2015 06:00:00 AM 04/10/2015 06:00:00 AM 04/10/2015 12:00:00 PM 0 hrs 0 mins 6 hrs 0 mins 6 hrs 0 mins

Activity Code: SR #: 13506168 Task #: 7369573 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator, customer reported noises,picked up parts from riverside,replace trailwheel rollers on 6 steps and tightened the stepreads

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

JNB_002022

JNB01868

Customer: GOLDEN NUGGET Customer Number: 76997

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1620

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

JNB_002023

JNB01869

Customer: GOLDEN NUGGET Customer Number: 75887

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89020-1520

Preventive Maintenance

Assigned To

Incident Date

Act Start Date

Act End Date

Travel Hrs

Labor Hrs

Total Hrs

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

09/05/2014
07:00:00 AM

09/05/2014
07:00:00 AM

09/05/2014
08:00:00 AM

0 hrs 0
mins

1 hrs 0
mins

1 hrs 0
mins

Activity Code: SR #: 10085204 Task #: 5545364 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: Preventive Maintenance | Performed Preventive Maintenance

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

08/01/2014
01:00:00 PM

08/01/2014
01:00:00 PM

08/01/2014
02:00:00 PM

0 hrs 0
mins

1 hrs 0
mins

1 hrs 0
mins

Activity Code: SR #: 9535992 Task #: 5251871 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: Preventive Maintenance | Performed Preventive Maintenance,visual inspection

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/30/2014
07:15:00 AM

06/30/2014
07:15:00 AM

06/30/2014
08:30:00 AM

0 hrs 0
mins

1 hrs 15
mins

1 hrs 15
mins

Activity Code: SR #: 9020446 Task #: 4976808 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: visual inspection and observation of both units

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

06/19/2014
07:00:00 AM

06/19/2014
07:00:00 AM

06/19/2014
08:00:00 AM

0 hrs 0
mins

1 hrs 0
mins

1 hrs 0
mins

Activity Code: SR #: 8888330 Task #: 4907449 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: visual inspection of up and down units

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

SN: US135386 OEM SerNo: CE42505 Description: #2 Down

DUTCHER, CHRISTOPHER M

05/13/2014
09:00:00 AM

05/13/2014
09:00:00 AM

05/13/2014
01:00:00 PM

0 hrs 0
mins

4 hrs 0
mins

4 hrs 0
mins

Activity Code: SR #: 8407216 Task #: 4651065 Priority: P3 Standard Payroll Status: PROCESSED

Description: TKE Preventive Maintenance Caller: N/A PH: N/A

Resolution: down escalator,rounded up and moved material to jobsite for repair in am

Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N

PO #: N/A

JNB_002024

JNB01870

Customer: GOLDEN NUGGET Contactor Number: 15030

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

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

JNB_002025

JNB01871

Customer: GOLDEN NUGGET Customer Number: 75007

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

Preventive Maintenance

Assigned To

Incident Date Act Start Date Act End Date Travel Hrs Labor Hrs Total Hrs

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

JNB_002026

JNB01872

Customer: GOLDEN NUGGET Customer Number: 76937

Site Name: GOLDEN NUGGET HOTEL 3300 S CASINO DR LAS VEGAS NV 89109-1520

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

JNB_002027

JNB01873

Customer: GOLDEN NUGGET Customer Number: 76087

Site Name: GOLDEN NUGGET HOTEL 2400 S CASINO DR LAUGHLIN 89029-1520

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

JNB_002028

JNB01874

Customer: GOLDEN NUGGET Customer Number: 25037

Site Name: GOLDEN NUGGET HOTEL 2400 S CASINO DR LASVEAS NV 89029-1520

Preventive Maintenance

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

JNB_002029

JNB01875



DOVER ELEVATOR COMPANY

4145 West Ali Baba Lane, Suite A
Las Vegas, Nevada 89118-1654

June 23, 1998

Don Hartman
Golden Nugget Hotel & Casino
2300 Casino Dr.
Laughlin, Nevada 89029

Subject: Escalator Safety Devices

Dear Mr. Hartman:

Dover proposes to furnish the necessary labor, material and expense to install Escalator Step Safety Side Plates on your escalators CE42504-UP and CE42505-DN for the sum of: Fifteen Thousand, Eight Hundred Dollars.....(\$15,800.00).

The above price includes sales tax and is subject to revision or withdrawal if not accepted within sixty (60) days. The above mentioned work will be performed during our regular working hours 7:00 AM to 4:00 PM Monday through Friday.

Please note, each escalator will be out of service for approximately 1½ days while this work is being performed.

If this price is acceptable, please sign and return one (1) copy to my attention. We will schedule the work at your earliest convenience.

This proposal is submitted for acceptance within sixty (60) days from date executed by us.

This proposal, together with the terms and conditions printed on the back hereof and which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of Dover Elevator Company shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties.

Respectfully submitted,

DOVER ELEVATOR COMPANY

SIGNED AND
ACCEPTED IN DUPLICATE _____ 19 _____

BY: Bob Rhea

PURCHASER _____

APPROVED & ACCEPTED
FOR DOVER ELEVATOR COMPANY _____ 19 _____

BY _____ 19 _____

BY _____

PURCHASE ORDER NUMBER (if required): _____

TERMS AND CONDITIONS

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.
2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB's or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. We retain title to all equipment supplied by us under this contract and a security interest therein (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.
5. We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
6. Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
7. We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.
8. In consideration of our performance of the work herein described, at the price stated, you agree to indemnify, defend and hold us harmless from all damages, claims, suits, expenses and payments resulting from loss, damage or injury including death, to persons or property on account of or resulting from performance of this contract or from operation of the elevators whether before or after final acceptance, except as directly due to those acts or omissions of our employees or those of our sub-contractors.
9. We shall not be liable for any loss, damage or delay caused by acts of Government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.
10. Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.
11. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
12. All applicable sales and use taxes, permit fees and licenses imposed upon us as an elevator contractor as of the date of this proposal, are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.
13. Payments shall be made as follows: Net cash on completion if the work is completed within a thirty day period; if the work is not completed within a thirty day period, payment shall be due on the first day of each month for ninety percent of the value, based on contract prices, of labor and materials incorporated in the work and of materials ready for delivery or suitably stored at the site or other agreed upon location up to and including the last day of the preceding month, less the aggregate of previous payments; and upon substantial completion of the work, a sum sufficient to increase the total payments to ninety percent of the contract price. If, after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract prices, of the uncompleted portion. The remainder of the contract price shall be due and payable upon completion of the work. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed. In the event of any default by you in the payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment. We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. Any moneys not paid when due shall bear interest at the legal rate in force at the place of the project. You also agree to pay, in addition to any defaulted amount plus interest, all our attorney fees, collection costs or court costs in connection therewith.
14. We warrant the work performed by us under this contract against defects in materials and workmanship for a period of ninety days from the date each elevator is completed and placed in operation. In the event of a claim, you must give us prompt notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others; nor shall we be responsible for equipment to which revisions, additions, or alterations have been made by others. This warranty is in lieu of any other liability for defects. **WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS CONTRACT, NOR ARE THERE ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.** Like any piece of fine machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication and adjustment due to normal use, beyond that included in the contract; nor will we correct, without charge, breakage, maladjustments or other trouble arising from abuse or misuse of the equipment, improper or unbalanced power supply characteristics, improper or inadequate maintenance, trouble due to acts of God or any other causes beyond our control.
If the equipment installed by us under this contract is deemed to be a consumer product, and we a supplier and Purchaser a consumer under Title I of Public Law 93-637, known as the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, then the implied warranties required by such act shall be limited in duration to the same period of time as the expressed warranty set forth herein and this entire warranty is designated as **LIMITED**.
We shall in no event be liable for damages or delay nor for any consequential, special or contingent damages or breach of warranty.
If there is more than one unit in this contract, this section shall apply separately to each unit as completed and placed in operation.
15. In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.
16. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

JNB0-18738



DOVER ELEVATOR COMPANY

4145 W. Ali Baba, Suite A • Las Vegas, NV 89118
(702) 262-6775 • FAX: (702) 262-6790

June 11, 1998

Don Hartman
Golden Nugget Hotel & Casino
2300 Casino Dr.
Laughlin, NV 89029

Re: Escalator Safety

Dear Mr. Hartman:

Dover Elevator Company is proud to be your current escalator service provider. As your escalator service provider, we would also like to inform you about an important passenger safety issue. Specifically the narrow gap between escalator steps and the adjacent stationary metal skirt panel is now recognized as a potential trap for small fingers and toes. Children are the most likely passengers to suffer injuries as a result of sticking their appendages in the gap. Injuries from such an accident can be severe.

To improve passenger safety on your escalators, Dover Elevator Company proposes to install a proven and economical safety device that is specifically designed to prevent such accidents. Simply put, the safety device is an add-on to your escalator(s) which minimizes the gap between the escalator step and metal skirt. The cost of modernizing your equipment with this safety device is set forth on the enclosed proposal.

Dover Elevator Company encourages you to carefully consider this proposal. In addition to improving passenger safety, this upgrade is a sound economic decision in the face of the ever-increasing cost of insurance and litigation.

Please contact me if you have any additional questions regarding this safety device.

Sincerely,

A handwritten signature in cursive script that reads "Bob Rhees".

Bob Rhees
Sales Representative

Enclosure

ThyssenKrupp Elevator



Repair Order.

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

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

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

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

By:

(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

By:

(Signature of ThyssenKrupp Elevator Representative)

Larry Panaro

(702) 262-6775

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

JNB 10283

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ThyssenKrupp Elevator



Repair Order.

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

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

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

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

JNB 10283

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date:	June 16, 2015	Purchaser	Golden Nugget
Building Name:	GOLDEN NUGGET HOTEL	Contact Name:	DON HARTMANN
Address:	2300 S CASINO DR	Title:	DIRECTOR OF FACILITIES
City/ST/ZIP:	LAUGHLIN, NV 89029-1520	Address:	
Contract #:		City/ST/ZIP:	
		Phone:	+1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN
ESCALATOR

ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

Safety Matter

As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. Therefore, we are proposing as Option #1 the following: We shall replace the critical steps (5 steps) on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.

Option #2 will be included in a subsequent proposal and will be to replace all forty (40) steps at this time.

ThyssenKrupp Elevator Americas



Purchaser agrees to pay the sum of: Six Thousand Nine Hundred Seventy Dollars (\$6,970.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

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

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



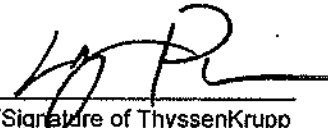
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

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

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

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

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775 6-15-15 (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117110		June 16, 2015	ACIA-ZQU21Z

Total Contract Price	\$6,970.00
Current Amount Due	\$3,485.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQU21Z
Quote #:	2015-2-117110
Customer Number:	
Remittance Amount:	3485

Customer Name: Golden Nugget
Site Location: GOLDEN NUGGET HOTEL

JNB01892

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date:	June 16, 2015	Purchaser	Golden Nugget
Building Name:	GOLDEN NUGGET HOTEL	Contact Name:	DON HARTMANN
Address:	2300 S CASINO DR	Title:	DIRECTOR OF FACILITIES
City/ST/ZIP:	LAUGHLIN, NV 89029-1520	Address:	
Contract #:		City/ST/ZIP:	
		Phone:	+1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN

ESCALATOR

ESCALATOR STEPS

STEP ROLLERS/ROLLER ASSEMBLIES

Safety Matter

As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. At this time, we do recommend replacing all identified cracked steps. Therefore, we are proposing as Option #2 the following: We shall replace all steps (40 steps) showing signs of cracking on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

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

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



ThyssenKrupp

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



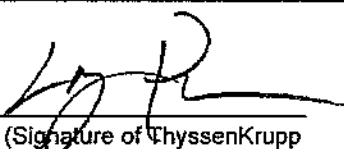
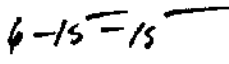
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

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

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

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

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775  (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117143		June 16, 2015	ACIA-ZQUY0B

Total Contract Price

\$49,880.00

Current Amount Due

\$24,940.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQUY0B
Quote #:	2015-2-117143
Customer Number:	
Remittance Amount:	24940

Customer Name: Golden Nugget

Site Location: GOLDEN NUGGET HOTEL

JNB-1899

ThyssenKrupp Elevator



Repair Order.

Date: November 1, 2015
Attention: Golden Nugget Laughlin
Attn: Don Hartmann
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281
Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

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

We propose to provide one (1) Repair Crew to remove the existing damaged/obsolete escalator steps and install new escalator steps (40 total steps) on one (1) unit located at the Golden Nugget. This work shall be performed on a "Time and Material" basis. Travel time and mileage will also be charged and shown on the time ticket that will be presented by our mechanic for signature. Please note: all materials are to be provided by the Golden Nugget, as this proposal is for labor only. Materials shall include new roller/roller assemblies for each new step.

The applicable Time and Material billing rate is as follows:

One (1) Repair Crew \$382.00 per hour (Regular Working Hours -- Mon.-Fri., 7am-4pm)

Significant discount provided off of standard billing rates

To be performed under job # _____

Please note: Please understand that this is a significantly discount rate, as our standard Repair Crew billing rate is currently \$770.00 per hour. This repair order shall not exceed \$11,500.00 without further approval from the Golden Nugget.

This proposal shall show your acknowledgement of our billing rate and your approval to perform the work. Please sign this proposal below or provide a P.O., and fax back to (866) 248-5612.

Upon receipt of this proposal, your request for service will be scheduled by our Service Department.

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

By: _____
(Signature of ThyssenKrupp Elevator Representative)

Larry Panaro
(702) 262-6775

Date: 11-1-15

Approved by: _____

Title: Branch Manager Date: _____

RO 03/02

JNB 19055

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:41 AM
To: Olsen, Scott
Subject: FW: Elevator/Escalator Upgrades (Golden Nugget)
Attachments: GN (Elevator Electronic Door Edges).pdf; GN (Escalator Skirt Brushes).pdf

FYI...

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

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

From: Panaro, Larry
Sent: Monday, June 25, 2012 2:44 PM
To: Hartmann, Don
Cc: Hamrick, Paul
Subject: Elevator/Escalator Upgrades

Good Afternoon Don,

It was a pleasure speaking with you this morning. Per our conversation, attached and below are the budget numbers/proposals for you to include in your package to your G.M.:

1. Electronic Door Edges for cars #5, #6, #7 & #8 = \$11,580.00 (\$1,930.00 per door edge assembly), proposal attached
2. Escalator Safety Skirt Brushes for "Up" and "Down" units = \$9,308.00 (\$4,654.00 per escalator), proposal attached
3. New Steps (112 total) for "Up" and "Down" escalator units = \$86,464.00 (\$772.00 per step with installation)
4. Complete Modernization of the Four (4) Parking Garage Elevators = \$680,000.00 (\$170,000.00 per elevator)

As I mentioned, the modernization of the Parking Garage elevators will include the following major components: new gearless AC machines with regenerative drives (*versus the existing geared machines with the generators*), new controllers, new door operators, new governors, new wiring and cables, and new signal fixtures (car side and hall side).

Please give me a call with any questions. Once I speak with Chris (TKE Mechanic), I will forward you more information regarding the escalator steps.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422
Fax: (866) 248-5612
<mailto:larry.panaro@thyssenkrupp.com>

www.thyssenkruppelevator.com

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

ThyssenKrupp Elevator



Repair Order.

Date: June 25, 2012
Attention: Golden Nugget Laughlin
Attn: Don Hartmann
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281
Building: Golden Nugget Laughlin
Address: same
City: same
Service contract #:

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

We propose to install six (6) new ADA electronic door edges to replace the existing mechanical safety edges on four (4) elevators located at the above address. The elevators included within this proposal are #5, #6, #7 and #8. Two of these units are front and rear opening, and will therefore require two (2) electronic door edges.

The ADA electronic edge senses the presence of an obstruction in the door opening with a screen of 40 infrared beams. If obstructions are detected in this area, the doors will reopen. From a safety perspective, these new ADA electronic door edges will significantly reduce the chance of a closing elevator door injuring passengers.

The total investment at the date of this quotation is:
Eleven Thousand Five Hundred Eighty and 00/100 Dollars.....\$11,580.00 (\$1,930.00 per door edge assembly)

This price includes all applicable labor, materials, taxes and shipping charges.

If this proposal meets your approval, please sign and return one (1) copy to my attention. We will then schedule the work to be completed. RETURN FAX: (866) 248-5612

Please note: this work shall be completed during normal working hours of Monday-Friday, 7:00am-4:00pm.

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
4145 W. Ali Baba, Ste. A
Las Vegas, NV 89118

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

Date: 6/25/12

Approved by: _____

Title: _____ Date: _____

Repair Order.

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ThyssenKrupp Elevator



Repair Order.

Date: June 25, 2012
Attention: Golden Nugget Laughlin
Attn: Don Hartmann
Address: 2300 S. Casino Drive
City: Laughlin, NV 89028
Telephone: Phone: (702) 298-7160
Fax: (702) 298-7281

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

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

ThyssenKrupp elevator proposes to furnish the necessary labor and material to upgrade your existing escalators in the following manner:

Provide for compliance with step/skirt performance index adopted by the ASME A17.1 - 2000 National Code for Elevator and Escalator Safety.

1.) Install escalator safety brushes on both the "up" and "down" escalators at the Golden Nugget Laughlin.

The total investment at the date of this quotation is:
Nine Thousand Three Hundred Eight and 00/100 Dollars.....\$9,308.00 (\$4,654.00 per escalator)

If this proposal meets your approval, please sign and return one (1) copy to my attention. We will then schedule the work to be completed. RETURN FAX: (866) 248-5612

Please note: this work shall be completed during normal working hours of Monday-Friday, 7:00am-4:00pm.

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____

(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____

Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
4145 W. Ali Baba, Ste. A
Las Vegas, NV 89118

By: _____

(Signature of ThyssenKrupp Elevator Representative)

Larry Panaro

702-262-6775

Date: 6/25/12

Approved by: _____

Title: _____

Date: _____

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:41 AM
To: Olsen, Scott
Subject: FW: Elevator/Escalator Upgrades (Golden Nugget)

More...

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

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

From: Hartmann, Don [mailto:DHARTMANN@GoldenNugget.com]
Sent: Monday, June 25, 2012 2:52 PM
To: Panaro, Larry
Subject: Re: Elevator/Escalator Upgrades

Larry I appreciate your help in getting this done. I will include in my business plan.

Have a great afternoon

From: Panaro, Larry [mailto:Larry.Panaro@thyssenkrupp.com]
Sent: Monday, June 25, 2012 02:43 PM
To: Hartmann, Don
Cc: Hamrick, Paul <Paul.Hamrick@thyssenkrupp.com>
Subject: Elevator/Escalator Upgrades

Good Afternoon Don,

It was a pleasure speaking with you this morning. Per our conversation, attached and below are the budget numbers/proposals for you to include in your package to your G.M.:

1. Electronic Door Edges for cars #5, #6, #7 & #8 = \$11,580.00 (\$1,930.00 per door edge assembly), proposal attached
2. Escalator Safety Skirt Brushes for "Up" and "Down" units = \$9,308.00 (\$4,654.00 per escalator), proposal attached
3. New Steps (112 total) for "Up" and "Down" escalator units = \$86,464.00 (\$772.00 per step with installation)
4. Complete Modernization of the Four (4) Parking Garage Elevators = \$680,000.00 (\$170,000.00 per elevator)

As I mentioned, the modernization of the Parking Garage elevators will include the following major components: new gearless AC machines with regenerative drives (*versus the existing geared machines with the generators*), new controllers, new door operators, new governors, new wiring and cables, and new signal fixtures (car side and hall side).

Please give me a call with any questions. Once I speak with Chris (TKE Mechanic), I will forward you more information regarding the escalator steps.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775
Cell: (702) 591-9422
Fax: (866) 248-5612
<mailto:larry.panaro@thyssenkrupp.com>

www.thyssenkruppelevator.com

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Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:46 AM
To: Olsen, Scott
Subject: FW: Damaged Escalator Steps (Down Unit)

FYI...this was after the property bought the steps directly from KONE Spares.

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

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

-----Original Message-----

From: Hartmann, Don [mailto:DHARTMANN@GoldenNugget.com]
Sent: Wednesday, August 5, 2015 3:27 PM
To: Panaro, Larry
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
Subject: Re: Damaged Escalator Steps (Down Unit)

We have the new steps in our Warehouse ready to be scheduled for install.

Thank you

Sent from my iPhone

> On Aug 5, 2015, at 3:24 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:
>
> Hi Don,
>
>
>
> I hope all is well. I just wanted to reach out to you and follow up
> on the escalator step matter at Golden Nugget Laughlin. Has a
> decision been made on which direction the property wants to go on
> these step replacement proposals?
>
>
>
> Chris Dutcher (TKE Laughlin Mechanic) brought it up to me again last
> week as a safety concern of his, that is why I thought I would reach
> out to you.
>
>
>
> Please let me know at your earliest convenience.
>
>
>
> Sincerely,
>

>
>
> Larry Panaro
>
> Account Manager
>
> Service, Repair and Modernization Sales
>
>
>
> ThyssenKrupp Elevator Americas
>
> 5440 S. Procyon St., Ste. B
>
> Las Vegas, NV 89118
>
>
>
> Phone: (702) 262-6775
>
> Cell: (702) 591-9422
>
> Fax: (866) 248-5612
>
> <mailto:larry.panaro@thyssenkrupp.com>
>
> Monthly Safety Message - Remember: Report all accidents in a timely
> manner!
>
>
> -----
>
>
> www.thyssenkruppelevator.com <<http://www.thyssenkruppelevator.com/>>
>
> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
> <https://twitter.com/#!/tke_americas> * LinkedIn
> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
> <<https://plus.google.com/u/0/b/101712657051078702814/10171265705107870>
> 28
> 14> * YouTube
> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guide>
>>
>
> Subscribe to our e-newsletter
> <<http://thyssenkruppelevator.com/subscribe>>
>
> www.urban-hub.com <<http://www.urban-hub.com/>>
>
>
>
> From: Panaro, Larry
> Sent: Tuesday, June 16, 2015 4:29 PM
> To: 'Hartmann, Don'
> Cc: Olsen, Scott
> Subject: Damaged Escalator Steps (Down Unit)
> Importance: High
>
>
>
> Good Afternoon Don,

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

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

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

>
>
>
> Sincerely,

>
>
>
> Larry Panaro
>
> Account Manager
>
> Service, Repair and Modernization Sales

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

>
>
>
> Phone: (702) 262-6775
>
> Cell: (702) 591-9422
>
> Fax: (866) 248-5612

>
> <mailto:larry.panaro@thyssenkrupp.com>

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

>
> -----
> -----

>
> www.thyssenkruppelevator.com <<http://www.thyssenkruppelevator.com>>
>
> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *

> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
 > <https://twitter.com/#!/tke_americas> * LinkedIn
 > <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
 > <<https://plus.google.com/u/0/b/101712657051078702814/10171265705107870>
 > 28
 > 14> * YouTube
 > <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guide>
 > >
 >
 > Subscribe to our e-newsletter
 > <<http://thyssenkruppelevator.com/subscribe>>
 >
 > www.urban-hub.com <<http://www.urban-hub.com/>>
 >
 >
 >
 > <GN Laughlin - 5 Esc Steps.pdf>
 > <GN Laughlin - 40 Esc Steps.pdf>

Laura Fitzgerald

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

Importance: High

FYI...

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

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

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

Clint,

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

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

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775
Cell: (702) 591-9422
Fax: (866) 248-5612
<mailto:larry.panaro@thyssenkrupp.com>

www.thyssenkruppelevator.com

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

ThyssenKrupp Elevator



Repair Order.

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

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:


GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

By: 
(Signature of ThyssenKrupp Elevator Representative)
Larry Panaro

(702) 262-6775

Date: 10/2/12

Approved by: _____

Title: Branch Manager Date: _____

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:43 AM
To: Olsen, Scott
Subject: FW: P.O. Confirmation & 50% Deposit Invoice
Attachments: TKE Invoice (GN Laughlin Escalator Steps).pdf

FYL...

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

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

From: Panaro, Larry
Sent: Tuesday, October 2, 2012 7:50 AM
To: Mendoza, Irais
Cc: Hartmann, Don; Shawhan, Rebecca M.; Hammond, Misty M.
Subject: RE: P.O. Confirmation & 50% Deposit Invoice

Good Morning Irais,

Thank you for sending the P.O. information for the escalator steps at Golden Nugget Laughlin. Attached is the 50% down payment invoice per the submitted Repair Order. Please let me know if you have any questions. The deposit check can be sent to the following address, or I can stop by and pick it up when ready:

ThyssenKrupp Elevator
4145 W. Ali Baba Ln., Ste. A
Las Vegas, NV 89118

Thank you,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775
Cell: (702) 591-9422
Fax: (866) 248-5612
<mailto:larry.panaro@thyssenkrupp.com>

www.thyssenkruppelevator.com

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From: Mendoza, Irais [<mailto:IMENDOZA@GoldenNugget.com>]
Sent: Monday, October 01, 2012 12:14 PM
To: Panaro, Larry
Subject: PO Confirmation

Good afternoon Larry,

PO has been approved. Please confirm receipt of PO 19266 and ETA

(it was just approved so you might still not have it – but you will shortly)

Thanks,



Irais Mendoza
Purchasing Buyer
Golden Nugget Hotel and Casino
Las Vegas, NV
P: 702-386-8192
F: 702-387-4457
imendoza@goldennugget.com

ThyssenKrupp Elevator

INVOICE

Customer Number #3255069

BRANCH OFFICE

PLEASE REMIT TO:

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

SOLD TO:

Golden Nugget Laughlin
2300 S. Casino Dr.
Laughlin, NV 89029

RE:

Golden Nugget Laughlin
2300 S. Casino Dr.
Laughlin, NV 89029

INVOICES ARE DUE WHEN RENDERED

TERMS	CUSTOMER ORDER NO.	OUR JOB NO.	DATE	INVOICE NO.
NET	P.O. #19266	105Q22814	10/1/2012	Q22814DP

Furnish labor and material necessary to replace a total of 118 escalators steps on the two (2) escalators located at the Golden Nugget Laughlin, per the Repair Order dated September 12, 2012. Please reference the approval P.O. #19266. Work to be performed as authorized by Don Hartmann, and approved by Nydia I. Casas.

Total Repair Cost	\$89,916.00
50% down payment due on this invoice	\$44,958.00
Total due at this time	\$44,958.50

Remaining balance shall be billed upon completion of work

THIS CHARGE WAS CREATED BECAUSE SERVICE WAS NOT COVERED BY MAINTENANCE CONTRACTS YOU MAY HAVE WITH THYSSENKRUPP ELEVATOR. FOR QUESTIONS, PLEASE CALL YOUR SALES REPRESENTATIVE OR LOCAL THYSSEN OFFICE AT (702) 262-6775.

Goods or services covered by this invoice were produced in compliance with the Fair Labor Standards Act of 1938, as amended.

JNB0-19270

ThyssenKrupp Elevator



Repair Order.

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

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

222814

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

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

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

Date: 9/12/12

Approved by: [Signature]

Title: Branch Manager Date: 10-1-2012

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



VENDOR Laughlin, NV 89028-7111
10787
THYSSENKRUPP ELEVATOR
PO BOX 933004
ATLANTA, GA 91193-3004 United States

SHIP TO 2300 South Casino Dr.
Laughlin, NV 89029
United States

CONTACT TERRY NUGENT (702) 252-5757

PURCHASE ORDER

Page 1

GOODS WILL NOT BE ACCEPTED UNLESS THIS PURCHASE ORDER
NUMBER APPEARS ON ALL INVOICES, PACKAGES, PACKING SLIPS
AND BILLS OF LADING

P.O. NUMBER

19266

TYPE

STANDARD

ORDER DATE

21-SEP-12

DUE DATE

28-SEP-12

BILL TO

Accounts Payable

P.O.Box 77111

Laughlin, NV 89028

United States

BUYER

Iraiz, Mendoza

TERMS IMMEDIATE

QUANTITY	UNIT	ITEM#	DESCRIPTION	UNIT COST	TOTAL	LINE #
1.00	Lot	3084016	TO BE DELIVERED ON OR BEFORE: 09/28/12 ANY QUESTIONS, CONTACT: IRAI MENDOZA P: 702-386-8192 F: 702-387-4457 imendoza@goldennugget.com REQUESTOR: PEGGY RUIZ DEPT: ENGINEERING SERVICE, REPLACEMENT OF ALL 118 STEPS ON BOTH ESCALATORS *** End of Report ***	89,916.00	89916.00	1

Terms and Conditions

1. This purchase order number must appear on all packages, packing slips, invoices and correspondence.
2. A packing slip must accompany the merchandise and must indicate contents and Purchase Order number.
3. Applicable discounts will be taken from date of invoice or receipt of goods, whichever is later.
4. Any change or corrections to this Purchase Order must be initiated by the Purchase Department only.
5. See last page for additional terms and conditions.

Total:

89,916.00

ENTERED BY
APPROVED BY

Casas, Nydia I.

JNB_002079

JNB01925

PURCHASE ORDER ADDITIONAL TERMS AND CONDITIONS

- 11) Shipping: Shipping instructions contained herein must be strictly followed, and Seller shall, upon shipment, send written notice of shipment to Purchaser stating the number of this Order, the kind and amount of merchandise and the route and method by which the shipment is being made. Seller shall suitably pack, mark and ship all merchandise in a manner to secure the lowest transportation cost in accordance with the shipping instructions and requirements contained herein and the requirements of common carriers. Purchaser and Seller agree to assist each other in the prosecution of any claims against carriers.
- 12) Invoices, Discounts and Taxes: Seller shall render a separate invoice for each shipment of service, and original bills of lading/other shipping documents (including the carrier's original receipt showing payment) must accompany each invoice or be provided via electronic exchange. No charges for packing or cartage will be paid unless otherwise specified herein. Time for the allowance of any discount will be computed from the date of receipt of invoices and/or merchandise, whichever is later, together with all required supporting documents in proper form. Any applicable state sales tax and/or use tax shall be paid by Seller. Excise tax, where applicable, shall be billed as a separate item on the same invoice as the merchandise to which it is related.
- 13) Title: Title in merchandise and/or components of service are of the essence for this Order. Purchaser may, at Purchaser's option and at Seller's expense, refuse to accept or return any merchandise delivered, or services performed, after the date(s) specified in this Order. Purchaser shall not be liable for the purchase of merchandise, or the payment of services, refused, returned or rejected, as applicable, based upon late delivery or performance. If the job site for which any merchandise is intended is not ready for delivery, Seller, upon notice from Purchaser, shall hold such merchandise for a reasonable period and at no cost.
- 14) Inspection and Warranty: All merchandise and/or services specified in this Order are subject to Purchaser's inspection within a reasonable time after final delivery or completion. If, upon inspection, any merchandise or service is, in Purchaser's sole judgment, found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this Order, Purchaser may reject such merchandise and/or services and, in the case of merchandise, return such rejected merchandise at Seller's expense. Payment for merchandise and/or services prior to inspection shall not be construed as an acceptance of unsatisfactory or defective merchandise and/or services. Upon the refusal or return of unsatisfactory or defective merchandise or the rejection of unsatisfactory or defective services, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of such merchandise or services (including the cost to return any such merchandise to Seller). Without limiting any express warranties, Seller hereby warrants to Purchaser that the material, merchandise and/or services to be furnished under this Order shall, as applicable, fully conform to the specifications, drawings, samples or other descriptions furnished or adopted by Purchaser, shall be fit and sufficient for the purpose intended, merchantable, of first grade quality and workmanship and free from defects. This warranty shall survive acceptance and payment. At Purchaser's option, Seller shall replace or redo, at Seller's sole cost and expense, any material, merchandise or services, or portion thereof, found within twelve (12) months after acceptance to be defective.
- 15) Cancellation: Purchaser may, for any reason, at Purchaser's option, cancel any unshipped merchandise or unperformed services. To the extent this Order covers services or stock merchandise, Purchaser's only obligation is to pay for and accept merchandise shipped, and services performed, prior to such cancellation. To the extent this Order covers merchandise manufactured or fabricated to Purchaser's (as opposed to Seller's) specifications, Seller shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Seller is not in default, Purchaser shall reimburse Seller for the actual, direct cost to Seller of such merchandise which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such merchandise shall pass to Purchaser. Seller agrees that it will not manufacture items in reserve in an amount greater than the number of manufactured items that Seller has shipped to Purchaser at any one time.
- 16) Breach: If Seller fails to make delivery of all or any of the merchandise or perform all or any of the services specified in this Order within the time(s) specified or otherwise fails to perform all or any of the terms of this Order, Purchaser may, at Purchaser's option and without prejudice of any other rights, cancel this Order in whole or in part.
- 17) Indemnity and Insurance: Seller hereby covenants and agrees to indemnify, defend and hold Purchaser, its parent company, subsidiaries and affiliates, free, clear and harmless from, and against, any and all claims, demands, losses, liabilities, damages, causes of action and expenses (including attorneys' fees) caused by, resulting from, or in any way connected with (a) an infringement or claimed infringement of any patent, trademark or copyright arising out of the use or possession of the merchandise furnished, or the services performed, by Seller, (b) the acts, omissions or negligence of Seller, or Seller's agents, employees or contractors, in connection with this Order or (c) Seller's breach of this Order or any of Seller's representations or warranties contained herein. At all times while Seller is providing services under this Order, Seller shall, at Seller's expense, maintain in a company or companies with a current A.M. Best Company rating of at least A:VI (a) Workers' Compensation Insurance as required by State law in the state where the purchaser's property is located and (b) Commercial General Liability Insurance and Commercial Automobile Liability Insurance in the minimum amounts of Three Million Dollars (\$3,000,000.00) each, combined single limits per occurrence or accident, as applicable, for property damage (including that of Purchaser) and bodily injury (including death). The Commercial General and Commercial Automobile Insurance policies shall name Purchaser, its parent company, subsidiaries and affiliates, as additional insureds, include contractual liability coverage for the indemnity provisions contained herein (with respect to the Commercial General Insurance policy), contain a broad form property damage endorsement, be primary without regard to any insurance carried by Purchaser and provide Purchaser with at least thirty (30) days' prior notice of reduction or cancellation.
- 18) No Waiver, No Other Terms: No waiver or modification of the terms or conditions of this Order shall be binding on Purchaser unless approved of in writing by Purchaser. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of this Order. This Order is expressly limited to the terms and conditions contained herein, and any other terms or conditions contained on Seller's document(s) which purport to limit Seller's obligation or liability or Purchaser's right to remedies shall be of no force and effect.
- 19) Purchaser's Acknowledgment: Seller acknowledges that Purchaser, Purchaser's parent company, subsidiaries and affiliates, are businesses that are, or may be, subject to and exist because of privileged licenses issued by governmental authorities. Therefore, Seller and Seller's agents, employees and representatives shall obtain any license, qualification, clearance or the like which shall be requested or required of any of them by any regulatory authority having jurisdiction over Purchaser or any parent company, subsidiary or affiliate of Purchaser. If Seller, or Seller's agents, employees, or representatives, fails to satisfy such requirement or if Purchaser or any parent company, subsidiary or affiliate of Purchaser is directed to cease business with Seller or its agents, employees or representatives by any such authority, or if Purchaser shall in good faith determine, in Purchaser's sole and exclusive judgment, that Seller, or any of Seller's agents, employees, or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities or (b) was or is involved in any relationship, either of which could or does jeopardize Purchaser's business or such licenses, or those of a parent company, subsidiary or affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Order may be terminated immediately by Purchaser. In addition, Seller hereby acknowledges that it is illegal for a denied license applicant or a revoked license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the State gaming authorities), or a business organization under the control of a denied license applicant, or a revoked licensee, to enter into, or attempt to enter into, a contract with Purchaser without the prior approval of the appropriate State gaming authorities. Seller hereby affirms, represents and warrants to Purchaser that Seller is not a denied license applicant, a revoked licensee or a business organization under the control of a denied licensee, and Seller hereby agrees that this Order is subject to immediate termination by Purchaser if Seller should become any of the foregoing. In the event this Order is terminated pursuant to this Section, Purchaser shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed as of such termination date, but Purchaser shall have no further liability to Seller.
- 20) Conduct: Seller acknowledges that Purchaser and Purchaser's parent company, subsidiaries and affiliates have a reputation for offering high quality entertainment and/or services to the public, are subject to regulation and licensing and desire to maintain their reputation and receive positive publicity. Seller therefore agrees that at all relevant times in connection with this Order, Seller and Seller's agents, employees and representatives (a) will not conduct themselves in a manner which is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, and (b) will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in the best interests of Purchaser or Purchaser's parent company, subsidiaries or affiliates. Purchaser shall use Purchaser's good faith business judgment in determining whether Seller's conduct or that of Seller's agents, employees or representatives was contrary to the foregoing and, upon such determination, Purchaser shall have the right to immediately terminate this Order. In that event, Purchaser shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed as of such termination date, but Purchaser shall have no further liability to Seller.
- 21) Miscellaneous: Responsibility for damage to merchandise or services to be furnished under this Order from any cause whatsoever shall rest with Seller until the later of (a) final installation or final completion and (b) final receipt and acceptance thereof by Purchaser, as applicable. Seller hereby covenants and agrees that all merchandise and services covered by this Order shall (a) be free of any liens, claims, and encumbrances and (b) comply with any and all applicable federal, state and local laws, rules, regulations and ordinances including, but not limited to, the Fair Labor Standards Act and the rules and regulations of the State gaming authorities. Seller may not assign this Order (or any portion thereof) without Purchaser's prior written consent. To the extent Seller will perform services hereunder at Purchaser's property, Seller shall conduct such services only at such specific Purchaser approved times and Seller shall submit to Purchaser in advance a complete inventory list and MSD Sheets for any hazardous substances to be used. The laws of the State where the purchaser's property is located shall govern the valid, construction, performance and effect of, and the state and federal courts located in county and state where the purchaser's property is located shall have exclusive jurisdiction over any action in connection with, this Order. This Order supersedes all previous communications, negotiations and agreements and constitutes the sole and entire agreement between the parties with respect to the subject matter hereof.

JNB0-19288

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:45 AM
To: Olsen, Scott
Subject: FW: Damaged Escalator Steps (Down Unit)

FYI...

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

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

From: Hartmann, Don [mailto:DHARTMANN@GoldenNugget.com]
Sent: Wednesday, June 17, 2015 8:45 AM
To: Panaro, Larry
Cc: Olsen, Scott
Subject: Re: Damaged Escalator Steps (Down Unit)

Good Morning

Is it possible to split this cost over two months billing for the five cracked steps on the down escalator?

Best Regards

Sent from my iPhone

On Jun 16, 2015, at 4:30 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

Good Afternoon Don,

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

ThyssenKrupp Elevator Americas
4145 W. Ali Baba, Suite A

Las Vegas, NV 89118

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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<GN Laughlin - 5 Esc Steps.pdf>

<GN Laughlin - 40 Esc Steps.pdf>

Laura Fitzgerald

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

Importance: High

FYI...

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

T: (702) 262-6775, M: (702) 591-9422, ShoreTel 4569, larry.panaro@thyssenkrupp.com

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

Hi Don,

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

Please let us know if you have any additional questions.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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

Good Afternoon Don,

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date:	June 16, 2015	Purchaser	Golden Nugget
Building Name:	GOLDEN NUGGET HOTEL	Contact Name:	DON HARTMANN
Address:	2300 S CASINO DR	Title:	DIRECTOR OF FACILITIES
City/ST/ZIP:	LAUGHLIN, NV 89029-1520	Address:	
Contract #:		City/ST/ZIP:	
		Phone:	+1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN
ESCALATOR

ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

*****Safety Matter*****

As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. Therefore, we are proposing as Option #1 the following: We shall replace the critical steps (5 steps) on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.

Option #2 will be included in a subsequent proposal and will be to replace all forty (40) steps at this time.

ThyssenKrupp Elevator Americas



Purchaser agrees to pay the sum of: Six Thousand Nine Hundred Seventy Dollars (\$6,970.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

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

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

ThyssenKrupp Elevator Americas



In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

ThyssenKrupp Elevator Americas



ThyssenKrupp

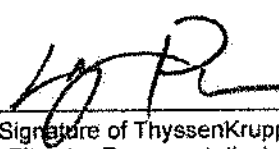
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

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

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

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

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775 6-15-15 (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas

**ThyssenKrupp**

SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation

PO BOX 933004

Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117110		June 16, 2015	ACIA-ZQU21Z

Total Contract Price
Current Amount Due\$6,970.00
\$3,485.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQU21Z
Quote #:	2015-2-117110
Customer Number:	
Remittance Amount:	3485

Customer Name: Golden Nugget
Site Location: GOLDEN NUGGET HOTEL**JNB0-1937**

ThyssenKrupp Elevator Americas



WORK ORDER



Recommended by: Dutcher, Christopher

Date: June 16, 2015

Purchaser Golden Nugget

Building Name: GOLDEN NUGGET HOTEL

Contact Name: DON HARTMANN

Address: 2300 S CASINO DR

Title: DIRECTOR OF FACILITIES

City/ST/ZIP: LAUGHLIN, NV 89029-1520

Address:

Contract #:

City/ST/ZIP:

Phone: +1 702 2987160

Scope of Work:

Purchaser authorizes ThyssenKrupp Elevator Corporation to perform the following described work on the following vertical transportation equipment in the above building:

Repairs Summary:

DOWN
ESCALATOR

ESCALATOR STEPS
STEP ROLLERS/ROLLER ASSEMBLIES

*****Safety Matter*****

As discussed, TKE has inspected the escalator steps on the "Down" unit located at the Golden Nugget Laughlin. As Chris Dutcher (TKE Mechanic) provided from the OEM, this type of step is prone to develop cracks, which can cause a serious safety issue for the riding passengers. Furthermore the existing steps are obsolete, and a new thru-axel step is recommended as the replacement. During our inspection we identified that forty (40) steps have developed cracks, however five (5) steps are showing critical cracking. At this time, we do recommend replacing all identified cracked steps. Therefore, we are proposing as Option #2 the following: We shall replace all steps (40 steps) showing signs of cracking on the "Down" escalator unit.

The step replacement includes new roller/roller assemblies for each step.

ThyssenKrupp Elevator Americas



Purchaser agrees to pay the sum of: Forty Nine Thousand Eight Hundred Eighty Dollars (\$49,880.00) plus any applicable sales tax billed in addition to this contract price.
Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

ThyssenKrupp Elevator Americas



Terms and Conditions:

Unless stated otherwise elsewhere in this document, the price of this Work Order includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Work Order for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Work Order for Purchaser's acceptance. A service charge of 1½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Purchaser's acceptance of this Work Order and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Work Order will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Work Order without the prior written approval of an authorized ThyssenKrupp Elevator manager.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

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

ThyssenKrupp Elevator's performance of this Work Order is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Work Order or the manufacture, delivery or installation of any equipment described in this Work Order. Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator. If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Work Order, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy. Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

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In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Work Order or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgements, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Work Order, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate ThyssenKrupp Elevator therefore, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Work Order and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Work Order and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Work Order, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Work Order and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out

ThyssenKrupp Elevator Americas



of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Work Order shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order. In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

ThyssenKrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent ThyssenKrupp Elevator has performed the work described above. ThyssenKrupp Elevator has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described above. It is agreed that possession and control of the vertical transportation equipment remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

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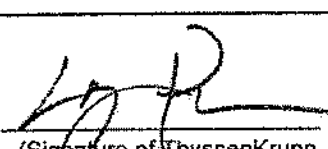
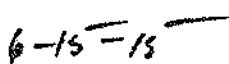
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

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

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

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

ThyssenKrupp Elevator Corporation	Golden Nugget	ThyssenKrupp Elevator Corporation Approval
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Larry Panaro Sales Representative larry.panaro@thyssenkrupp.com +1 702 2626775  (Date Submitted)	_____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	_____ (Print or Type Name) Branch Manager _____ (Date of Approval)

ThyssenKrupp Elevator Americas



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number:

Please Remit To: ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Attn: Mr. DON HARTMANN

Terms	Repair No.	Customer Reference No./PO	Date	Reference Number
Immediate	2015-2-117143		June 16, 2015	ACIA-ZQUY0B

Total Contract Price	\$49,880.00
Current Amount Due	\$24,940.00

We accept credit card payments. Please call 801-449-8221 and ask for the LAS VEGAS Branch Receivable Specialist.

Please detach the below section and provide along with payment.

Remit To:

ThyssenKrupp Elevator Corporation
PO BOX 933004
Atlanta, GA 31193-3004

Payment Reference ID:	ACIA-ZQUY0B
Quote #:	2015-2-117143
Customer Number:	
Remittance Amount:	24940

Customer Name: Golden Nugget
Site Location: GOLDEN NUGGET HOTEL

JNB019448

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:46 AM
To: Olsen, Scott
Subject: FW: Damaged Escalator Steps (Down Unit)

Importance: High

More info...

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

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

-----Original Message-----

From: Panaro, Larry
Sent: Monday, August 10, 2015 10:49 AM
To: Panaro, Larry; Hartmann, Don
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald; Hamrick, Paul; MacDavid, Jim
Subject: RE: Damaged Escalator Steps (Down Unit)
Importance: High

Hi Don,

I hope all is well. I never heard back from you regarding the work to replace the escalator steps? I sent you the e-mail below and I left you a voice message as well. Can you please give me a call to discuss the specifics?

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775
Cell: (702) 591-9422
Fax: (866) 248-5612
<mailto:larry.panaro@thyssenkrupp.com>
Monthly Safety Message - Remember: Report all accidents in a timely manner!

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Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com

-----Original Message-----

From: Panaro, Larry
Sent: Wednesday, August 05, 2015 4:02 PM
To: 'Hartmann, Don'
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
Subject: RE: Damaged Escalator Steps (Down Unit)

Don,

Can you please call me at your earliest convenience to discuss specifics of this work, (702) 591-9422.

Thank you,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com

-----Original Message-----

From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
Sent: Wednesday, August 05, 2015 3:59 PM
To: Panaro, Larry
Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
Subject: Re: Damaged Escalator Steps (Down Unit)

This is not covered on our Maintenance Contract??

Sent from my iPhone

> On Aug 5, 2015, at 3:31 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

>
> Great Don, where were the steps purchased from?
>
> Would you just like me to revise my proposal for the labor only to install the steps?
>
> Thank you,
>
> Larry Panaro
> Account Manager
> Service, Repair and Modernization Sales
>
> ThyssenKrupp Elevator Americas
> 5440 S. Procyon St., Ste. B
> Las Vegas, NV 89118
>

> Phone: (702) 262-6775
> Cell: (702) 591-9422
> Fax: (866) 248-5612
> <mailto:larry.panaro@thyssenkrupp.com>
> Monthly Safety Message - Remember: Report all accidents in a timely manner!

> -----
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> Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com

> -----Original Message-----

> From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
> Sent: Wednesday, August 05, 2015 3:27 PM
> To: Panaro, Larry
> Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
> Subject: Re: Damaged Escalator Steps (Down Unit)

> We have the new steps in our Warehouse ready to be scheduled for install.

> Thank you

> Sent from my iPhone

>> On Aug 5, 2015, at 3:24 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

>> Hi Don,

>> I hope all is well. I just wanted to reach out to you and follow up
>> on the escalator step matter at Golden Nugget Laughlin. Has a
>> decision been made on which direction the property wants to go on
>> these step replacement proposals?

>> Chris Dutcher (TKE Laughlin Mechanic) brought it up to me again last
>> week as a safety concern of his, that is why I thought I would reach
>> out to you.

>> Please let me know at your earliest convenience.

>> Sincerely,

>> Larry Panaro

>> Account Manager

>> Service, Repair and Modernization Sales

>> ThyssenKrupp Elevator Americas

>>
>> 5440 S. Procyon St., Ste. B
>>
>> Las Vegas, NV 89118
>>
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>> Phone: (702) 262-6775
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>> -----
>>
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>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
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>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <<https://plus.google.com/u/0/b/101712657051078702814/1017126570510787028>
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guid>
>> e>
>>
>> Subscribe to our e-newsletter
>> <<http://thyssenkruppelevator.com/subscribe>>
>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
>>
>>
>>
>> From: Panaro, Larry
>> Sent: Tuesday, June 16, 2015 4:29 PM
>> To: 'Hartmann, Don'
>> Cc: Olsen, Scott
>> Subject: Damaged Escalator Steps (Down Unit)
>> Importance: High
>>
>>
>>
>> Good Afternoon Don,
>>
>>
>>
>> It was great catching up with you last week. Per our conversation,
>> and your conversations with Chris Dutcher (TKE Mechanic), attached
>> are the proposals to replace the damaged/cracked escalator steps on the "Down"
>> unit at the Golden Nugget Laughlin. As we discussed, this is a
>> safety matter for the riding public. There are currently 40 steps
>> showing signs of cracking, and 5 of the 40 are critical. At this
>> time, we recommend replacing the 40 steps, however, the 5 steps need
>> to be addressed asap.

>>
>>
>>
>> As you will notice, the price per step is significantly less if all
>> 40 can be replaced at once (versus doing only 5 steps).
>>
>>
>>
>> Please call me with any further questions or concerns pertaining to
>> this correspondence.
>>
>>
>>
>> Sincerely,
>>
>>
>>
>> Larry Panaro
>>
>> Account Manager
>>
>> Service, Repair and Modernization Sales
>>
>>
>>
>> ThyssenKrupp Elevator Americas
>>
>> 4145 W. Ali Baba, Suite A
>>
>> Las Vegas, NV 89118
>>
>>
>>
>> Phone: (702) 262-6775
>>
>> Cell: (702) 591-9422
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>> -----
>>
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>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <[https://plus.google.com/u/0/b/101712657051078702814/1017126570510787](https://plus.google.com/u/0/b/101712657051078702814/1017126570510787028)
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>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMik2PG6wp5wjK-UAMqUXXQ?feature=guid>
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>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
>>
>>
>>
>> <GN Laughlin - 5 Esc Steps.pdf>
>> <GN Laughlin - 40 Esc Steps.pdf>

EXHIBIT 1-C

EXHIBIT 1-C

1 the casinos, hotels?

2 Q. Yes.

3 A. Riverside Resort --

4 Q. Okay.

5 A. -- Edgewater --

6 Q. Okay.

7 A. -- Colorado Belle --

8 Q. Okay.

9 A. -- Golden Nugget, Pioneer, the mall,
10 Tropicana Express, River Palms, and the Avi.

11 Q. Okay. And so from Laughlin, then, this
12 Presidents' Day weekend you were reassigned to New
13 York City, or did you request a move?

14 A. I requested to be moved.

15 Q. Okay. Any particular reason?

16 A. My wife was born and raised in Long
17 Island, so we moved closer to her family --

18 Q. Okay.

19 A. -- and the heat was getting to me.

20 Q. Got you. Understood.

21 And so is it fair to say, between June of
22 2010 and February of 2018, the Golden Nugget
23 Laughlin was part of your geographical area?

24 A. Yes.

25 Q. Okay.

1 Q. So for approximately one to two years
2 after you joined, you didn't have an e-mail
3 address?

4 A. I don't believe so.

5 Q. Okay. Outside of this
6 Christopher.Dutcher@tke.net -- outside of this
7 address, have you used any other work e-mail
8 addresses with ThyssenKrupp?

9 A. No.

10 Q. Who is your current supervisor?

11 A. Current supervisor?

12 Q. Yes.

13 A. Ted Mazola.

14 Q. Can you spell the last name?

15 A. I'll have to look at my phone.

16 Q. No problem. No problem. That's --
17 that's okay. That's okay.

18 Who -- who was your supervisor when you
19 were assigned to Laughlin between 2010 and 2018?

20 A. I believe it was Scott Olsen at the
21 time, but we went through a few supervisors during
22 that period.

23 Q. So for most of this eight-year period
24 when you were assigned to Laughlin, your direct
25 supervisor was Scott Olsen, yes?

1 A. Most of it.

2 Q. That's -- that's correct?

3 A. Yes.

4 Q. Okay. Do you recall the names of other
5 supervisors, before Scott?

6 A. Jim MacDavid.

7 Q. Okay. And then?

8 A. Paul Hamrick.

9 Q. Anyone else?

10 A. That's it.

11 Q. Okay. So did you just have one
12 supervisor at any one time?

13 A. It was mostly Scott Olsen for the eight
14 years, but there were periods of one -- one year
15 it was Jim MacDavid, and another year it was Paul
16 Hamrick.

17 Q. Okay. Was -- has Scott been with
18 Thyssen that entire eight-year stretch?

19 A. Yes.

20 Q. Okay. Is he still currently employed
21 by Thyssen?

22 A. Yes.

23 Q. Okay. Do you still keep in touch with
24 the -- the folks you worked with in Laughlin?

25 A. Once in a while.

1 Q. Okay. So what -- what did -- aside
2 from the -- the TK Smart program on your phone,
3 what did you do to make sure you didn't forget
4 what you saw during an inspection or service?

5 A. I just remember it in my head or take
6 care of it as necessary.

7 Q. Okay. Now, you -- you mentioned that
8 you were the only one assigned over the eight
9 years to the escalators.

10 To your knowledge, did anybody else take
11 any notes or photographs or make any drawings as
12 part of inspecting the escalators for
13 ThyssenKrupp?

14 A. No.

15 Q. Okay. I just -- I want to ask a
16 process question; but before I get to that, you
17 used your smart device to send e-mails to
18 supervisors?

19 A. Yes.

20 Q. Okay. Would you send e-mails to your
21 supervisors regarding the Laughlin escalators?

22 A. From time to time.

23 Q. Okay. Okay. And is it possible for
24 you to search your e-mail sent box and inbox back
25 five, six years?

1 the up or down escalators at Laughlin, that you
2 wouldn't delete them?

3 **A. Yes.**

4 Q. Okay. And did you maintain that same
5 policy with the CN50?

6 **A. Yes.**

7 Q. Okay. Do you know where your --
8 your -- your Laughlin iPhone is today?

9 **A. Not currently. But I know I gave the**
10 **devices to Scott Olsen --**

11 Q. Okay.

12 **A. -- before I left.**

13 Q. And so, with your current device, the
14 second iPhone that you received when you came to
15 New York, you are incapable of reviewing any
16 e-mails prior to February 2018; is that correct?

17 **A. Yes.**

18 Q. Yes?

19 **A. Yes.**

20 Q. Okay. So if I asked you now, if we
21 were sitting going through your -- your e-mails,
22 you wouldn't have any from Laughlin, correct?

23 **A. Not on my device.**

24 Q. Okay. Where else would your e-mails be
25 accessible?

1 A. Not for maintenance.

2 Q. Okay. All right. So if there was a
3 repair that was needed, would you first alert
4 Scott, or would you alert the -- the casino owner?

5 A. It depended on the repair.

6 Q. Okay. Can you -- can you discuss that
7 further?

8 A. Yeah. If it needed -- if the gear box
9 needed to be changed or we needed to change oil or
10 motor bearings, I would call my supervisor or the
11 repair supervisor, and I would -- I'd get it
12 okayed through them and then schedule it with the
13 building.

14 Q. Okay. And other repairs, you would
15 directly deal with the Nugget?

16 A. Other repairs that were a huge expense,
17 I would have to deal with my salesman and have him
18 deal with the Nugget.

19 Q. Got it. Okay.

20 A. So I would deal with Larry Panaro, is
21 his name.

22 Q. Got it.

23 So if it was a smaller repair, it would
24 go through Scott; and if it was a larger repair,
25 it would have to go through sales and Larry?

1 **A. Not normally.**

2 Q. Okay. You said "not normally."

3 When would you?

4 **A. If there were issues with -- with the**
5 **unit, like the gearbox, possibly. If there were**
6 **issues pertaining to the age of the steps, the age**
7 **of the escalator, I would send that in an e-mail.**

8 Q. Okay. And who would you e-mail?

9 **A. I would e-mail Larry Panaro.**

10 Q. And did you, from time to time, between
11 2010 and 2018, e-mail Larry regarding the down
12 escalator?

13 **A. Yes.**

14 Q. Okay. Because you had concerns about
15 the down escalator?

16 **A. There were some concerns.**

17 Q. Okay. And -- we'll get to those. But
18 I -- I'm just talking process now.

19 And not -- not just with Laughlin Nugget;
20 with all of the casinos?

21 **A. Multiple places.**

22 Q. Yes, multiple places.

23 If you had a concern about an escalator,
24 you would then e-mail Larry Panaro?

25 **A. Yes.**

1 Q. Okay. Would you also e-mail Scott
2 Olsen?

3 A. Yes.

4 Q. Okay. So would you send one e-mail to
5 both of them, or would you e-mail them separately?

6 A. Most of the time, it'd be to both of
7 them.

8 Q. Okay. Okay. And so e-mails, you
9 reserved for situations when you were concerned
10 about the machine?

11 A. Yes.

12 Q. Okay. And you did that, typically,
13 from time to time, for different casinos?

14 A. Depending on the situation.

15 Q. Okay. And you -- as you sit here, you
16 recall that you did that from time to time for
17 the -- the down escalators at -- at Golden Nugget
18 Laughlin, correct?

19 A. Yes.

20 Q. Okay. Outside of the -- the logbooks
21 in the machine rooms at the different casinos, did
22 ThyssenKrupp keep any other records in the machine
23 rooms?

24 A. Not normally.

25 Q. Okay. When you say "not normally," can

1 **A. I don't know.**

2 Q. You don't know. Okay.

3 Did you ever spend any time in the
4 Las Vegas office?

5 **A. Only for safety training.**

6 Q. Okay. So outside of safety training,
7 you never had occasion to go to the Las Vegas
8 office?

9 **A. Not normally.**

10 Q. Okay. Okay. When would you go?

11 **A. Only if I needed parts.**

12 Q. Got it. Okay.

13 **A. And safety training.**

14 Q. Got it. Okay.

15 So Larry and the sales folks were located
16 in Las Vegas, and also Scott and Paul and Jim,
17 your supervisors?

18 **A. Yes.**

19 Q. Okay. And what -- what's the -- the
20 address of the Las Vegas office?

21 **A. I don't know the exact address.**

22 Q. Okay. Do you know the rough location?

23 **A. I could look in my phone, if that's**
24 **what you need.**

25 Q. Okay. No, no, no. And -- anything

1 Golden Nugget folks?

2 A. If it wasn't serious, I would let Don
3 know what I did on the escalator so he was aware.

4 Q. Okay. And how would you let Don know?

5 A. I'd either call him or see him
6 personally.

7 Q. Okay. Did you ever send Don e-mails?

8 A. I think I sent him one e-mail, saying
9 that I was servicing his escalator.

10 Q. Okay. So in eight years, you probably
11 just sent a -- a handful of e-mails to him or just
12 one?

13 A. Maybe a handful.

14 Q. Okay. Did Don Hartmann ever send
15 e-mails to you?

16 A. I think he sent one.

17 Q. Okay.

18 A. It may have said, okay, thanks.

19 Q. Okay. Did you receive e-mails from any
20 other Golden Nugget personnel?

21 A. No.

22 Q. Do you -- if I said the name Clint
23 Bekla, does that -- Belka, does that ring a bell?

24 A. Not really.

25 Q. Okay. Did you deal with a Richard

1 Q. Okay. Have you been asked by anyone
2 to -- to search your e-mails in association with
3 this case?

4 A. Would you say the question again?

5 Q. Yes.

6 Have you been asked by anyone to do a
7 search or look for your e-mails regarding the
8 Laughlin Nugget escalators?

9 A. My work e-mails?

10 Q. Yes.

11 A. To do a search? Yes.

12 Q. Yeah.

13 Who - who asked you to do a search?

14 A. She did --

15 Q. Okay.

16 A. -- Rebecca.

17 Q. Okay. And I don't -- I don't want to
18 know what -- what -- what you -- you -- you talked
19 about, but when -- when was that request made?

20 A. Sometime last year.

21 Q. Okay. Do you remember, roughly?

22 A. No.

23 Q. Okay. And did you do a search?

24 A. I may have looked around.

25 Q. Okay. Where did you look around?

1 A. In my company phone.

2 Q. Okay. Okay. Did you find any e-mails?

3 A. I don't believe I found anything.

4 Q. Okay. So do you have any idea what
5 happened to those e-mails that you sent regarding
6 the Laughlin Nugget escalators?

7 A. No.

8 Q. How long of a search did you do?

9 A. I typed in Golden Nugget escalators,
10 and that's all I did.

11 Q. Okay. So you used one search term?

12 A. Yes -- a few search terms, but my
13 device crashed before that time, so I lost all the
14 information regarding any work e-mails.

15 Q. When did your device crash?

16 A. Last year.

17 Q. Do you remember roughly what time?

18 A. No.

19 Q. Okay. Was it at the end of the year,
20 right before you got transferred to New York, or
21 was it early on in 2017?

22 A. It was probably in the middle of the
23 year, last year.

24 Q. Okay. And after your device crashed,
25 were you able to turn on the device?

1 A. I was able to reboot it and enter my
2 e-mail in and all that information, do a hard
3 reset --

4 Q. Okay.

5 A. -- but all the information was lost
6 previous to that.

7 Q. Okay. Okay. So --

8 A. On my end.

9 Q. On your end.

10 So your e-mails prior to the middle of
11 2017, you -- you weren't able to find any?

12 A. I have no access.

13 Q. No access. Okay. Okay.

14 And do you know how long e-mails stay on
15 the Thyssen Cloud?

16 A. No idea.

17 Q. Okay. Has -- have you taken any -- any
18 steps to -- to retrieve the e-mails prior to the
19 middle of last year?

20 A. No.

21 Q. So when you did the search, it was only
22 for the e-mails that were available after the
23 crash?

24 A. Yes.

25 Q. Okay. Besides checking your e-mail,

EXHIBIT 1-D

EXHIBIT 1-D

IQBAL LAW PLLC

June 8, 2018
Rebecca L. Mastrangelo
William Mitchell
Rogers, Mastrangelo, Carvalho & Mitchell, Ltd.
300 S. 4th St., #710
Las Vegas, NV 89101
via E-Service

RE: Case No. A-16-739887-C, Brown v. Landry's, Inc. et al.

- (1) Discovery of Previously Denied Emails During Chris Dutcher's Deposition**
- (2) Demand for Emails, Documents, and Other Correspondence Responsive to Plaintiffs' January 4, 2018 First Set of RFPs to TKE ("Plaintiffs' 1st RFPs") by July 9, 2018, and for EDCR 2.34 Efforts**
- (3) Litigation Hold and Plaintiffs' Right to Inspect**
- (4) TKE's Potential Spoliation**
- (5) Deposition Dates for Scott Olsen, Larry Panaro, and TKE's Relevant IT Officer, Employee, or Consultant**

Dear Rebecca and Will:¹

On January 4, 2018, Plaintiffs served seven specific requests upon Third-Party Defendant Thyssenkrupp Elevator Corp. ("TKE") in Plaintiffs' 1st RFPs, which identified key individuals and sought, *inter alia*:

- ◆ Internal documents, records, other writings, and correspondence (including emails)² dated January 1, 2011 to September 1, 2017 between any one or more of Paul Hamrick, Scott Olsen, Jim MacDavid, Larry Panaro, and/or Christopher Dutcher, relating to the down escalator (the "Escalator") at the Golden Nugget Laughlin ("Golden Nugget"). See Request No. 7.
- ◆ Documents, records, other writings, and correspondence (including emails) dated January 1, 2011 to September 1, 2017 between Christopher Dutcher and Golden Nugget personnel. See Request No. 2.

TKE's February 6, 2018 Response to Plaintiffs' First Set of RFPs ("TKE's 1st RFP Responses") produced nothing—no documents, records, other writings or correspondence (including emails)—and claimed to have "not located any documents responsive to this Request" to each and every one of Plaintiffs' seven requests. In six of its responses, TKE claimed no responsive documents other than those in TKE's November 6, 2017 Second Supplement to Early Case Conference List of Witnesses and Production of Documents ("TKE 2nd Supp."). The TKE 2nd Supp. contains *no internal TKE emails* regarding the Escalator, and it contains *no emails* sent to, received by, or even copying Chris Dutcher. In fact, the TKE 2nd Supp. contains only three email chains, two from 2012 and one from 2015, with a grand total of 13 emails.³

(1) Discovery during Chris Dutcher's Deposition of Previously Denied Emails

On or about May 30, 2018, Plaintiffs received the transcript of the May 14, 2018 deposition of TKE mechanic Chris Dutcher (the "Dutcher Dep."), which confirmed that Chris Dutcher testified under oath to, *inter alia*, the following:

- ◆ Sending to and receiving from TKE supervisors emails regarding the Escalator;⁴
- ◆ During his eight years of servicing the Escalator on behalf of TKE, a timeframe that includes the incident at issue in this case, Dutcher considered Scott Olsen and Larry Panaro to be his supervisors;⁵ and

¹ As undersigned counsel indicated on or about May 31, 2018, we do not intend to litigate this when Rebecca is out of the office on a noticed absence—hence the 30 days referenced in Section (2), *infra*.

² These items are squarely within the scope of the terms "ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS" as set forth in Plaintiffs' 1st RFPs and used in each of the seven separate requests therein.

³ This total does not include the "FYI" emails from Larry Panaro (TKE) to Scott Olsen (TKE) dated October 31, 2017 that forwarded the underlying 2012 and 2015 emails between TKE and Golden Nugget.

⁴ See Dutcher Dep. at p. 30:20-22; 56:8-16; 57:1-19; 61:21-24 and 70:21-25.

⁵ *Id.* at p. 14:18-15:3; 15:11-22; 34:16-24; 35:10-21; 36:8-22; 37:16-25; 43:14-25 and 59:15-18.

- ◆ Dutcher had emails with Golden Nugget's Don Hartmann.⁶

It is now clear that the emails TKE apparently failed to locate, as asserted in TKE's 2nd Supp. in February of 2018, actually do exist, based on the sworn testimony of Chris Dutcher in May. Equally troubling, Mr. Dutcher also testified to potential spoliation and loss of evidence.

(2) Demand for Emails, Documents, Records, and Correspondence Responsive to Plaintiffs' 1st RFPs, by July 9, 2018 and for EDCR 2.34 Efforts

All internal TKE emails, documents, records, and correspondence regarding the Escalator, and *all of Chris Dutcher's* emails, documents, records, and correspondence regarding the Escalator, are within the scope of Request Nos. 2 and 7 in Plaintiffs' 1st RFPs. Given the fact that TKE has had in excess of *five months* to respond to them, a further grant of 30 days here—made in good faith—is generous. Accordingly, please produce:

- ◆ All internal TKE emails, documents, records, and correspondence dated January 1, 2011 to September 1, 2017 regarding the Escalator; and
- ◆ All emails, documents, records, and correspondence sent or received by, or copying, Christopher Dutcher dated January 1, 2011 to September 1, 2017 regarding the Escalator, *by the close of business on July 9, 2018*, to undersigned counsel's attention.

This letter constitutes Plaintiffs' initial EDCR 2.34 effort, and we would like to arrange a conference call to discuss and potentially resolve this dispute. Please contact undersigned counsel with dates and times for an EDCR 2.34 conference.

(3) Litigation Hold on TKE's "Cloud", the TKE "Smart Phone" Recording System, Dutcher's Former Device(s), the "Logbook", Dutcher's Email Account, and the "Account History Report" for the Escalator, and Plaintiffs' Right to Inspect the Same

TKE is hereby given notice of its obligation to take reasonable steps to preserve any and all information, emails, documents, data, correspondence and equipment associated with the following:

- ◆ TKE's "Cloud"⁷—Dutcher's emails regarding the Escalator may be in the TKE Cloud;
- ◆ TKE's "Smart Phone" Recording System⁸—Dutcher testified extensively regarding the "Smart Phone" system, and how he recorded information regarding certain services, repairs, and inspections of the Escalator;
- ◆ Dutcher's previous TKE iPhone⁹—Dutcher received emails on, and sent emails from, this device, and turned it over to Scott Olsen upon Dutcher's move to New York City in February of 2018;
- ◆ TKE or Golden Nugget Laughlin's "Logbook"¹⁰—Dutcher testified that he recorded certain events in the Logbook associated with his services, repairs, and inspections of the Escalator;
- ◆ Dutcher's email account; and
- ◆ The complete "Account History Report"—Dutcher testified that the Account History Report located on pages 7 to 23 of TKE's 2nd Supp. was incomplete (*e.g.*, evidence of annual inspections is missing from the Account History Report in TKE's 2nd Supp.)¹¹

⁶ *Id.* at p. 64:7-18.

⁷ *Id.* at p. 34:2-8 and 73:14-16.

⁸ *Id.* at p. 21:23-25; 22-23; 24:1-10; 25:21-25; 26:5-24; 30:1-6; 42:1-13; 54:22-25; 55:5-13; 68:11-69:18; 70:13-17; 76:16-19; 79:7-15; 79:25-80:24; 81:17-20; 82:1-9 and 90:16-19.

⁹ *Id.* at p. 33:7-12.

¹⁰ *Id.* at p. 26:25-27:20; 50:12-19; 51:21-25; 52-53; 54:1-21; 55:1-18; 57:20-58:6; 60:18-61:4; 65:23-66:16; 68:11-20; 74:3-7 and 79:16-19.

¹¹ *Id.* at p. 76:16-24; 79:7-80:19; 86:15-21; 90:8-93:9.

and all associated and/or related parts, and all related documents and electronically stored information, within the scope of NRC Rule 34(a).

Furthermore, Plaintiffs reserve the right to seek, among other things, third-party inspections and forensic accounting with respect to the above-referenced information, equipment and systems.

(4) TKE's Potential Spoliation

The preservation of the above-referenced information, emails, documents, records, data, correspondence and equipment is especially important given Dutcher's sworn testimony about potential spoliation linked to TKE's procedures, acts, and failures to act. Dutcher testified that his TKE iPhone crashed in mid-2017 and that he was unable to retrieve emails before that time.¹² If true, this loss of potential evidence occurred well after this litigation was initiated and after TKE's obligations to preserve evidence became not only tangible but unambiguous and substantial. Dutcher also testified that the TKE Smart Phone system barred access to information outside of the current calendar year¹³ and had problems with data entry,¹⁴ and that certain Account History Report entries from before 2012 are unavailable.¹⁵

Given the fact that: (i) TKE denied for several months the existence of, and/or simply failed to identify/produce, most of the above-referenced information, emails, documents, records, data, correspondence and equipment—until Plaintiffs' discovery; (ii) Plaintiffs only discovered such evidence at Mr. Dutcher's May 2018 deposition (e.g., given Mr. Dutcher's testimony that he sent emails regarding the Escalator to his supervisors); and (iii) until May of 2018 Plaintiffs were made unaware of such evidence by TKE's assertions, Plaintiffs are very concerned about the spoliation of evidence by TKE's acts and failures to act.

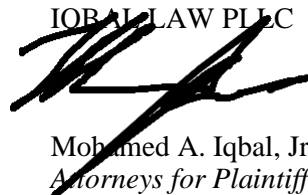
(5) Deposition Dates for Scott Olsen, Larry Panaro, and TKE's Relevant IT Officer, Employee, or Consultant

Please provide the availability of Scott Olsen, Larry Panaro, and TKE's person most knowledgeable regarding TKE's IT system(s) and configuration, TKE's Cloud, TKE's "Smart Phone" system, TKE employee devices and email account(s), and data and document retention, for depositions during the following time periods: **July 10th through July 31st** (inclusive, meaning that undersigned counsel shall be available on any and all dates within *this three-week range*, for morning and afternoon sessions). Accordingly, we have provided a substantial amount of flexibility and expect all of the above-referenced witnesses to be able to commit to some date within this stretch of time. Please provide concrete dates of availability for these individuals *by June 18, 2018*.

Please contact me regarding scheduling the proposed EDCR 2.34 conference call (Section 2) and the requested deposition dates (Section 5). Thank you in advance for your cooperation.

Sincerely,

IQBAL LAW PLLC



Mohamed A. Iqbal, Jr.
Attorneys for Plaintiffs

¹² *Id.* at p. 72:12-73:24.

¹³ *Id.* at p. 26:9-24.

¹⁴ *Id.* at p. 80:20-81:22.

¹⁵ *Id.* at p. 90:8-93:9.

EXHIBIT 1-E

EXHIBIT 1-E

JNB01969

Subject: Brown v. Landry's et al: Final EDCR 2.34 Efforts Re Missing Emails about the Subject Escalator at the Laughlin Nugget
Date: Wednesday, October 3, 2018 at 11:58:24 AM Pacific Daylight Time
From: Mohamed A. Iqbal, Jr.
To: Rebecca Mastrangelo
CC: Christopher Mathews
Attachments: image001.png

Hi Rebecca:

As you know, Plaintiffs' initial June 8, 2018 EDCR 2.34 Letter addressed, among other things: (1) the discovery of previously denied emails during Chris Dutcher's May 14, 2018 deposition; and (2) a demand for emails, documents, and other correspondence responsive to Plaintiffs' January 4, 2018 First Set of RFPs to TKE. TKE's February 6, 2018 Response – and TKE's Second Supplemental production – contain no internal TKE emails and no emails sent to, received by, or even copying Chris Dutcher. In fact, Dutcher testified to the existence of relevant emails to/from TKE supervisors and, separately, Golden Nugget's Don Hartmann—and these have yet to be produced. Dutcher also testified to his work iPhone crashing in mid-2017 (well after TKE was made aware of this litigation) and being unable to retrieve emails.

Plaintiffs sent additional discovery in June of 2018. TKE's brief responses in mid-July largely stonewalled.

Plaintiffs and TKE engaged in EDCR 2.34 discussions from September 15 – September 20 (beginning with an email from Chris Mathews and concluding with a call between you and Chris on September 20). During the September 20 call, you indicated, among other things, that:

- TKE gave Plaintiffs everything it has with respect to emails, and its people had searched all their in-boxes for information relevant to the Laughlin property
- You would ask TKE about recovering deleted and archived emails, but were not optimistic that TKE would have anything

(Additional topics included: (1) a brief initial discussion re witnesses to be deposed; (2) a subsequent discussion about your personal search for hard copy records, notwithstanding TKE's exclusive use of electronic records; and (3) missing repair tickets).

It's hard to believe that a troublesome escalator with multiple injury incidents between at least 2010 and 2016 only triggered a handful of email chains between the defendants and zero internal emails.

Plaintiffs tried to ascertain the status of and search for electronically stored information and email through the scheduling of 30(b)(6) depositions in September and October 2018, and both TKE and Golden Nugget objected. The parties are currently in the midst of several depositions and Plaintiffs would certainly like to avoid motion practice – and, in that regard, now offer a stipulation or custodian of records affidavit solution:

Will TKE stipulate to spoliation of Dutcher emails? He testified to his iPhone crashing in mid-2017 after the initiation of litigation and being unable to retrieve earlier emails.

Will TKE stipulate that there were no internal TKE emails regarding small to catastrophic injury incidents occurring on April 9, 2010, August 28, 2010, November 25, 2010, February 8, 2012, May 9, 2012, August 17, 2012, January 23, 2013, February 23, 2013, April 21, 2013, May 26, 2013, September 30, 2013, (where are the 2014 incidents?), February 14, 2015, May 12, 2015 (Joe Brown's accident), and May 25, 2015—that we know of? And, to the extent there were internal TKE emails regarding

these incidents, has TKE lost them/access to them?

It doesn't have to be a stipulation. Potentially, it could be in an affidavit from TKE's custodian of records. But without strong admissions from TKE, Plaintiffs will have to seek a motion to compel/for spoliation.

Let's have a call when you get time today or tomorrow.

Thank you—
Mo

Mohamed A. Iqbal, Jr.
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EXHIBIT 1-F

EXHIBIT 1-F

JNB01972



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October 30, 2018

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

Re: Joe Brown and Nettie Brown v. Landry's, Inc., GNL Corp./GNL Corp. v.
ThyssenKrupp Elevator Corporation

Dear Mo:

With regard to the matter referenced above, please give me a call to discuss your discovery concerns. In reviewing your recent email as well as the discovery to date, it does not appear that there has been any spoliation of evidence.

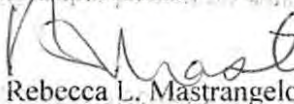
Mr. Dutcher testified, initially, in deposition that he sent no emails but, later in the testimony, he stated that he did believe he sent some emails. However, during the time in question (2012 to 2015), thyssenkrupp mechanics did not have thyssenkrupp email addresses, therefore, if he had sent any emails to anyone in the thyssenkrupp office, such emails would have come from his personal email. Also, the recipients would have received those emails and those would have been produced along with the other emails thyssenkrupp produced in this case. Neither Scott Olsen, nor Larry Panaro, nor anyone else in the local office, has any additional emails pertaining to the subject escalator. Likewise, had Chris Dutcher sent any emails to Don Hartmann or anyone else at the Golden Nugget, Golden Nugget should have those. In light of all of the emails which have been produced in this case, it is highly unlikely that Chris Dutcher sent any emails pertaining to the escalator.

Relative to your claims that there should be emails pertaining to the "small to catastrophic injury incidents" occurring at the Golden Nugget in 2010, 2012, 2013 and 2015, if you carefully review the Golden Nugget incident reports, none of those incidents were reported to thyssenkrupp other than the August 17, 2012 incident.

Please give me a call at your convenience to discuss.

Very truly yours,

ROGERS, MASTRANGELO, CARVALHO
& MITCHELL



Rebecca L. Mastrangelo

RLM/lf

04094520 3010

JNB01974

EXHIBIT 1-G

EXHIBIT 1-G

1 ECC
2 REBECCA L. MASTRANGELO, ESQ.
3 Nevada Bar No. 5417
4 ROGERS, MASTRANGELO, CARVALHO & MITCHELL
5 700 S. Third Street
6 Las Vegas, Nevada 89101
7 Phone (702) 383-3400
8 Fax (702) 384-1460
9 rmastrangelo@rmcmlaw.com
10 Attorneys for Defendant/Third-Party Defendant
11 THYSSENKRUPP ELEVATOR CORPORATION

7
8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

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

13 vs.

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

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

23 vs.

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

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

25 **DEFENDANT/THIRD PARTY DEFENDANT THYSSENKRUPP ELEVATOR**
26 **CORPORATION'S SEVENTH SUPPLEMENT TO EARLY CASE CONFERENCE LIST**
27 **OF WITNESSES AND PRODUCTION OF DOCUMENTS**

28 Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and through its

TKF 7THSUPP-004
JNB01976

1 attorneys, REBECCA L. MASTRANGELO, ESQ. and the law firm of ROGERS,
2 MASTRANGELO, CARVALHO & MITCHELL, hereby supplements its Early Case Conference
3 List of Witnesses and Production of Documents as follows: (**Supplements in bold**)

4 **I.**

5 **WITNESSES**

- 6 1. Joe N. Brown
7 c/o Mohamed A. Iqbal, Jr., Esq.
8 Christopher Mathews, Esq.
9 101 Convention Center Drive, Suite 1175
10 Las Vegas, Nevada 89109

11 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
12 incident.

- 13 2. Nettie J. Brown
14 Mohamed A. Iqbal, Jr., Esq.
15 Christopher Mathews, Esq.
16 101 Convention Center Drive, Suite 1175
17 Las Vegas, Nevada 89109

18 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
19 incident.

- 20 3. Chris Dutcher and/or
21 Persons Most Knowledgeable
22 THYSSENKRUPP ELEVATOR CORPORATION
23 c/o Rebecca L. Mastrangelo, Esq.
24 700 S. Third Street
25 Las Vegas, Nevada 89101

26 These witnesses may be called to testify as to the condition, function, and maintenance of
27 the subject escalator at all relevant times as well as the inspection of the escalator following the
28 subject incident.

4. Persons Most Knowledgeable
Golden Nugget Laughlin
c/o Annalisa N. Grant, Esq.
GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

These witnesses are expected to testify as to the facts and circumstances surrounding the

1 subject incident and the investigation of same.

2 5. Steve Robertson or Person Most Knowledgeable
3 State of Nevada
4 Department of Business and Industry
5 Division of Industrial Relations
6 Mechanical Compliance Section
7 1301 N. Green Valley Parkway, Suite 160
8 Henderson, Nevada 89074

9 This witness is expected to testify as to his inspection of the subject escalator on May 13,
10 2015, and his opinion on the cause of the accident.

11 6. William Schaefer
12 State of Nevada
13 Department of Business and Industry
14 Division of Industrial Relations
15 Mechanical Compliance Section
16 1301 N. Green Valley Parkway, Suite 160
17 Henderson, Nevada 89074

18 This witness is expected to testify as to the inspections and permitting of the subject
19 escalator at all times relevant herein as well as the content of the State of Nevada file pertaining
20 to the subject escalator.

21 7. Larry Panaro
22 current address unknown

23 This witness may be called to testify as to the proposals made to Golden Nugget
24 pertaining to the subject escalator and communications between the parties relative to same.

25 8. Person Most Knowledgeable
26 THYSSENKRUPP ELEVATOR CORPORATION
27 c/o Rebecca L. Mastrangelo, Esq.
28 700 S. Third Street
Las Vegas, Nevada 89101

This witness may be called to testify as to the proposals made to Golden Nugget
pertaining to the subject escalator and communications between the parties relative to same.

9. William Schaefer and/or Person Most Knowledgeable
High Sierra Elevator Inspections, Inc.
4894 Sparks Blvd.
Sparks, NV 89436

This witness may be called to testify as to the inspections and permitting of the subject

1 escalator at all times relevant herein as well as the content of the High Sierra Elevator Inspections
2 file pertaining to the subject escalator.

3 Defendant also names as witnesses all of Plaintiffs' health care providers after the
4 subject accident, and, as relevant, prior to same.

5 Defendant reserves the right to add to its list of witnesses as discovery proceeds and as
6 the testimony at trial may make necessary.

7 DOCUMENTS

- 8 1. Defendant thyssenkrupp Elevator Corporation's Answer to Third Party
9 Complaint;
- 10 2. Agreement for Dover Master Maintenance Service (with pricing redacted as
11 irrelevant to the subject matter of the pending action and not reasonably calculated
12 to lead to the discovery of admissible evidence);
- 13 3. Thyssenkrupp Elevator First Report of Alleged Incident;
- 14 4. State of Nevada Elevator Accident Report;
- 15 5. Thyssenkrupp Account History Report dating from May 13, 2014 though May 12,
16 2015;
- 17 6. Video of subject incident (in the possession of GNL, Corp.);
- 18 7. Commercial Lines Policy for Thyssenkrupp North America, Inc. (with premiums,
19 deductibles and retentions redacted as irrelevant to the subject matter of the
20 pending action and not reasonably calculated to lead to the discovery of
21 admissible evidence);
- 22 8. State of Nevada escalator inspection and permitting documents (previously
23 produced by GNL, Corp.);
- 24 9. Account History for Subject Escalator dating from November 2012 through
25 December 2015;
- 26 10. Dover proposal dated June 23, 1998 and related correspondence;
- 27 11. ThyssenKrupp Elevator Repair Order (proposal) dated September 12, 2012;
- 28 12. ThyssenKrupp Elevator Repair order (proposal) dated October 2, 2012;
13. ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;
14. ThyssenKrupp Elevator Work Order (proposal) dated June 16, 2015;

- 1 15. ThyssenKrupp Elevator Repair Order (proposal) dated November 1, 2015;
- 2 16. Various emails between Larry Panaro and employees of Golden Nugget pertaining
- 3 to escalator steps and proposals (2012 and 2015);
- 4 17. State of Nevada records for escalator bearing State Number NV1993;
- 5 18. High Sierra Elevator Inspections, Inc. file subpoenaed for the subject elevator for
- 6 the period of time from 2012 to 2016;
- 7 19. Safety for Older Adults publication from Elevator Escalator Safety Foundation &
- 8 EESF Canada;
- 9 20. A Safe Ride for Senior Citizens (An Elevator, Escalator and Moving Walk Safety
- 10 Guide for Your Family, Your Friends and You);
- 11 21. **iPhone/email communications from Chris Dutcher;**
- 12 22. **Davis Turner file materials (on disc).**

13 Defendant also identifies and incorporates the documents produced by all other parties


14 herein.

15 Defendant reserves the right to add to its list of document as discovery proceeds.

16 DATED this 16th day of November, 2018.

17 ROGERS, MASTRANGELO, CARVALHO &

18 MITCHELL

19 
Rebecca L. Mastrangelo, Esq.

20 Nevada Bar No. 5417

21 700 S. Third Street

22 Las Vegas, Nevada 89101

23 Attorney for Defendant

24 THYSSENKRUPP ELEVATOR CORPORATION

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 10th day of
4 November, 2018, a true and correct copy of the foregoing **DEFENDANT/THIRD PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S SEVENTH**
6 **SUPPLEMENT TO EARLY CASE CONFERENCE LIST OF WITNESSES AND**
7 **PRODUCTION OF DOCUMENTS** was served via electronic means with the Eighth Judicial
8 District Court, addressed as 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 McLeod, Esq.
17 GRANT & ASSOCIATES
18 7455 Arroyo Crossing Parkway, Suite 300
19 Las Vegas, Nevada 89113
20 Attorneys for Defendant/Third-Party Plaintiff

21
22
23
24
25
26
27
28

An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL



Molasky Corporate Center
100 City Parkway Ste. 150
Las Vegas, NV. 89106

**Brown v. Thyssenkrupp
Elevator**

Rebecca Mastrangelo

From: Chris Dutcher <nvdutch@yahoo.com>
Sent: Wednesday, May 27, 2015 3:42 PM
To: Olsen, Scott
Subject: Golden nugget step cracks

Hello sir,

Today I inspected the golden nugget down escalator steps as per Kone's bulletins.

I found 20 steps to be the new thru-axle type.

I found 35 old style welded fabricated cracked steps in total with type A cracks in them.

5 steps had no cracks visually

Of the 35 steps that are cracked 15 of the steps need to be replaced with the new style thru axle step asap.

I recommend at a minimum the 40 old style fabricated steps should be replaced with the new style steps if not all of the steps.

sincerely,
Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Olsen, Scott
Sent: Thursday, May 28, 2015 6:52 AM
To: Chris Dutcher; Panaro, Larry
Subject: RE: Golden nugget step cracks

Thanks, Chris I'll pass this on to Larry and we will discuss this with Don next week.

Scott Olsen
Service Operation Superintendent

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

Phone: (702) 262-6775
Direct: (702) 789-4636
Cell: (702) 429-9927
Fax: (866) 248-5612
scott.olsen@thyssenkrupp.com

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-----Original Message-----

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sincerely,
Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Chris Dutcher <nvdutch@yahoo.com>
Sent: Thursday, May 28, 2015 7:01 AM
To: Olsen, Scott
Subject: Re: Golden nugget step cracks

Hello sir,

Would you like me to speak with Don about the cracked steps and give him the KONE cracked step bulletin or should I leave all the information for you and Larry to discuss with him ?

Please let me know

thank you,
Chris Dutcher

Sent from my iPhone

> On May 28, 2015, at 6:52 AM, Olsen, Scott <Scott.Olsen@thyssenkrupp.com> wrote:
>
> Thanks, Chris I'll pass this on to Larry and we will discuss this with Don next week.
>
>
>
> Scott Olsen
> Service Operation Superintendent
>
>
> ThyssenKrupp Elevator Americas
> 4145 W. Ali Baba Ste. A
> Las Vegas, NV 89118
>
> Phone: (702) 262-6775
> Direct: (702) 789-4636
> Cell: (702) 429-9927
> Fax: (866) 248-5612
> scott.olsen@thyssenkrupp.com
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> Monthly Safety Message ----- Safety Is Not By Chance, But By Choice . . . Make the Correct Choice!
>
>
> _____
> -----
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> our e-newsletter www.urban-hub.com
>
>
>

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> To: Olsen, Scott

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>

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>

> sincerely,

> Chris Dutcher

>

> Sent from my iPhone

Rebecca Mastrangelo

From: Olsen, Scott
Sent: Thursday, May 28, 2015 7:10 AM
To: Chris Dutcher
Subject: RE: Golden nugget step cracks

Sure, go ahead and plant the seed!

Scott Olsen
Service Operation Superintendent

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

Phone: (702) 262-6775
Direct: (702) 789-4636
Cell: (702) 429-9927
Fax: (866) 248-5612
scott.olsen@thyssenkrupp.com

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Subject: Re: Golden nugget step cracks

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> Service Operation Superintendent

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> _____
> -----
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> To: Olsen, Scott

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>

> sincerely,

> Chris Dutcher

>

> Sent from my iPhone

Rebecca Mastrangelo

From: Rebecca Mastrangelo
Sent: Wednesday, November 14, 2018 3:59 PM
To: Rebecca Mastrangelo
Subject: FW: golden nugget
Attachments: FullSizeRender.jpg; ATT600010.txt; FullSizeRender.jpg; ATT600013.txt; FullSizeRender.jpg; ATT600015.txt; FullSizeRender.jpg; ATT600017.txt; FullSizeRender.jpg; ATT600019.txt

-----Original Message-----

From: Chris Dutcher [mailto:nvdutch@yahoo.com]
Sent: Wednesday, June 03, 2015 1:01 PM
To: Olsen, Scott <Scott.Olsen@thyssenkrupp.com>; Panaro, Larry <larry.panaro@thyssenkrupp.com>
Subject: golden nugget



TKE ZHSUB 047
JNB01992



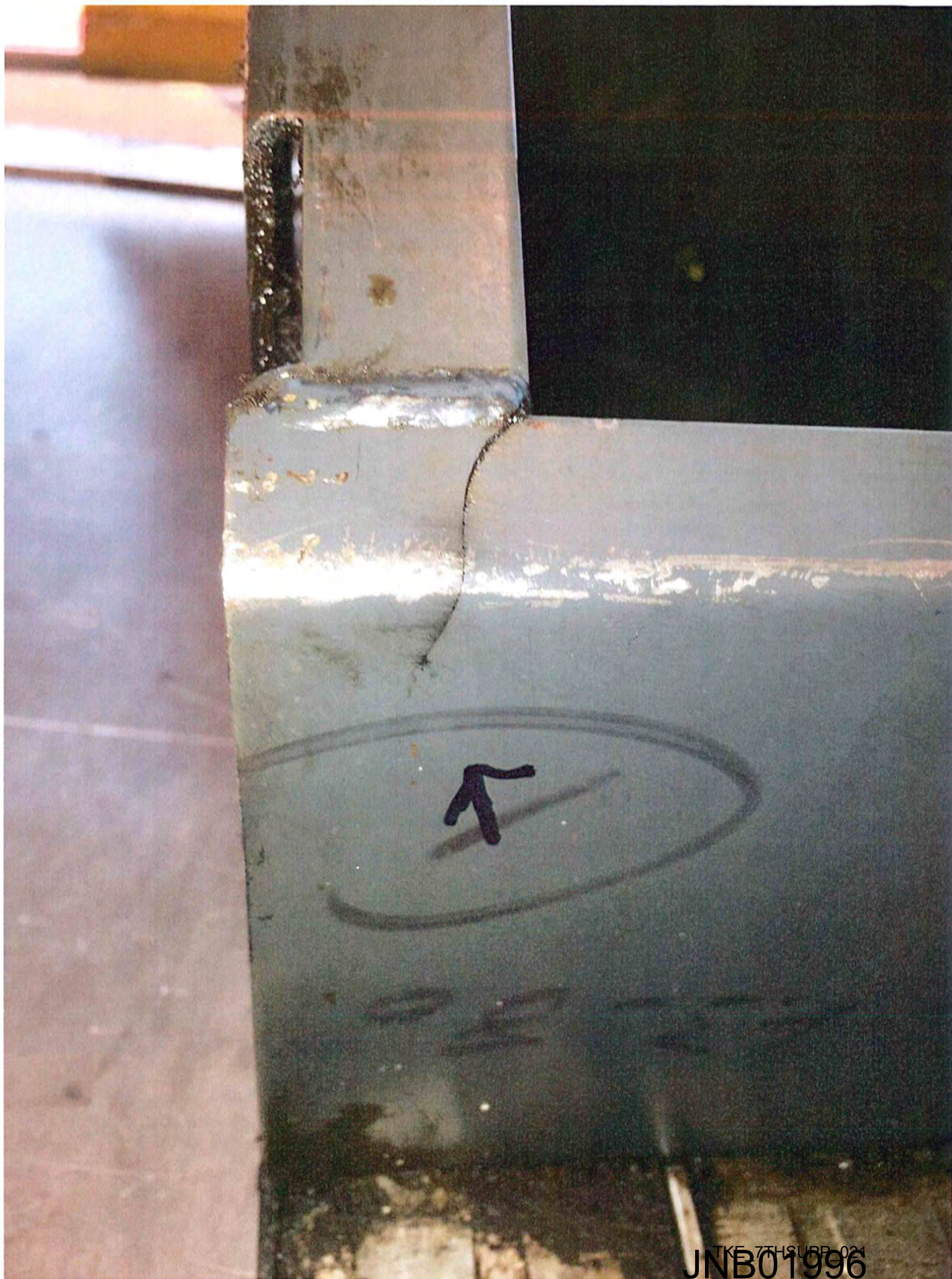
TKF-ZHSUBP-048
JNB01993



TKC 7TH USE 010
JNB01994



TKC 7TH USF 020
JNB01995



TKE 7TH SUBP 024
JNB01996

Rebecca Mastrangelo

From: Panaro, Larry
Sent: Friday, June 05, 2015 9:21 AM
To: nvdutch@yahoo.com
Subject: FW: Quotes and Tech Bulletin
Attachments: 2281_001.pdf; ATT6459538.htm; SEB-03-004-2007.pdf; ATT6459539.htm

Importance: High

Is this the quote for GN Laughlin?

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

ThyssenKrupp Elevator Americas

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

Phone: (702) 262-6775

Cell: (702) 591-9422

Fax: (866) 248-5612

<mailto:larry.panaro@thyssenkrupp.com>

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

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www.urban-hub.com

From: Chris Dutcher [<mailto:nvdutch@yahoo.com>]
Sent: Wednesday, May 27, 2015 7:39 AM
To: Olsen, Scott; Panaro, Larry
Subject: Fwd: Quotes and Tech Bulletin

Hello gentleman,

Below are the quotes that I have acquired from Kone spares.

One quote is for just the step chain entirely.

The second quote is for step chain, steps, roller kits.

Also included is the bulletin for cracked steps as we have found cracked steps in this unit beforehand.

thank you, Chris Dutcher

Sent from my iPhone

Begin forwarded message:

Subject: Quotes and Tech Bulletin

Thanks,
Sarah

Persons consider this withdrawal noncontingent and actual.



Quotation Confirmation

KONE Spares One KONE Court Moline, IL 61265-1380				Phone: 800-343-3344 Fax: 309-743-5355 Home Page Internet: www.konespares.us E-Mail Internet: ksparts@kone.com		
Quotation Number: 330335166 Customer Number: N170735				ATTN: FAX: 866-768-8655 PHONE: 770-799-0425 FROM: THYSSENKRUPP ELEVATOR COMPANY 114 TOWN PARK DRIVE SUITE 300 KENNESAW GA 30144 USA		
Sales Order Date: 05/27/2015 FOB: Origin Terms: Net 30 Purchase Order Number: PENDING Purchase Order Date: 05/27/2015 Salesperson: Miss Sarah Studnicka Valid To Date: 06/27/2015				Lead Time:		
Bill To: THYSSENKRUPP ELEVATOR COMPANY 114 TOWN PARK DRIVE SUITE 300 KENNESAW GA 30144				Ship To: THYSSENKRUPP ELEVATOR 4145 WEST ALI BABA SUITE A LAS VEGAS NV 89118 USA		
QUANTITY			ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
Req	Co	D.Date				
10	10	05/28/2015	10	US67884 CHAIN,STEP,ROLL,24P,41000#	436.00	4,360.00
					Total before Tax	4,360.00
					Sales Tax	353.16
					TOTAL PRICE	4,713.16



Quotation Confirmation

KONE Spares One KONE Court Moline, IL 61265-1380				Phone: 800-343-3344 Fax: 309-743-5355 Home Page Internet: www.konespares.us E-Mail Internet: ksparts@kone.com		
Quotation Number: 330335169 Customer Number: N170735				ATTN: FAX: 866-768-8655 PHONE: 770-799-0425 FROM: THYSSENKRUPP ELEVATOR COMPANY 114 TOWN PARK DRIVE SUITE 300 KENNESAW GA 30144 USA		
Sales Order Date: 05/27/2015 FOB: Origin Terms: Net 30 Purchase Order Number: PENDING Purchase Order Date: 05/27/2015 Salesperson: Miss Sarah Studnicka Valid To Date: 06/27/2015				Lead Time:		
Bill To: THYSSENKRUPP ELEVATOR COMPANY 114 TOWN PARK DRIVE SUITE 300 KENNESAW GA 30144				Ship To: THYSSENKRUPP ELEVATOR 4145 WEST ALI BABA SUITE A LAS VEGAS NV 89118 USA		
QUANTITY			ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
Req	Co	D.Date				
10	10	05/28/2015	10	US67884 CHAIN,STEP,ROLL,24P,41000#	436.00	4,360.00
60	60	05/28/2015	20	USP34244001 STEP, 3E THRU-AXLE SERVICE	420.00	25,200.00
60	60	05/28/2015	30	USP29864 ROLLER,4"DIA 7/8"WIDE	58.00	3,480.00
					Total before Tax	33,040.00
					Sales Tax	2,676.24
					TOTAL PRICE	35,716.24

Product Bulletin

SEB PCM and Product Reliability



Attn: All Escalator Service Personnel

File: SEB-03-004-2007

Date: 2008-1-28 (Rev 1)
(Rev 0 published 2007-01-12)

Subject: Obsolescence and Replacement
Policy Statement – Fabricated
Escalator Steps with Step Body Cracks

Obsolescence and Replacement Policy Statement – Fabricated Escalator Steps with Step Body Cracks

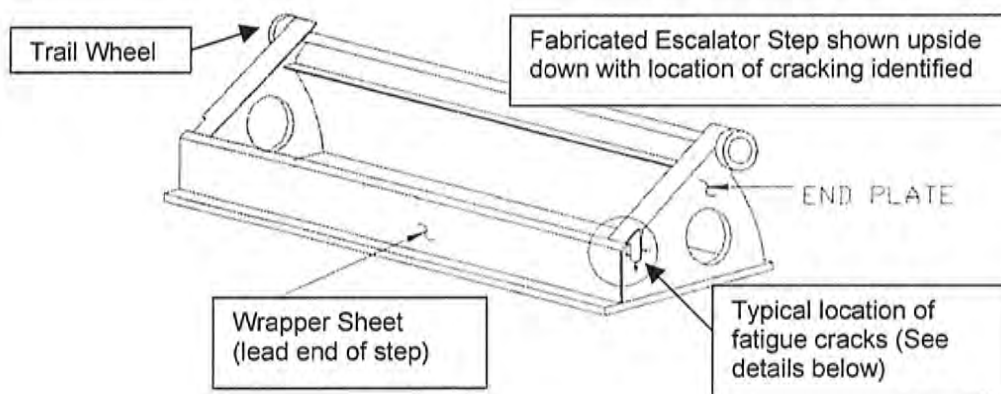
Product Affected

This bulletin defines type A and type B step cracks that may occur in fabricated steps used on HR type escalators, where the chain rollers are individually flange mounted to the step body end plate. This type of step was manufactured prior to 1993, and all related components are now classed as obsolete.

Issue

This bulletin is to be used in making a proper determination of when step replacement is necessary. The replacement policy given is based on the continuing policy KONE Spares has followed since we conducted an independent study through the University of Illinois Engineering Dept. in 1981. Additionally, the many years of accumulated field experience with KONE HR escalators, using fabricated steps, has now provided full life cycle knowledge of this component.

During the lifetime of escalator step band components it has been found that on fabricated steps used on HR type escalators, where the chain rollers are individually flange mounted to the step body end plate, cracking can occur in the sheet metal body, due to long term cyclic loading fatigue. The length of time required to develop these cracks is dependent on the equipment operating hours, unit operating speed, loading on the equipment, environmental and building conditions, and service care provided. Therefore, regular maintenance inspections are necessary to determine if cracks have developed, and to determine if steps should be replaced.



Product Bulletin

SEB PCM and Product Reliability

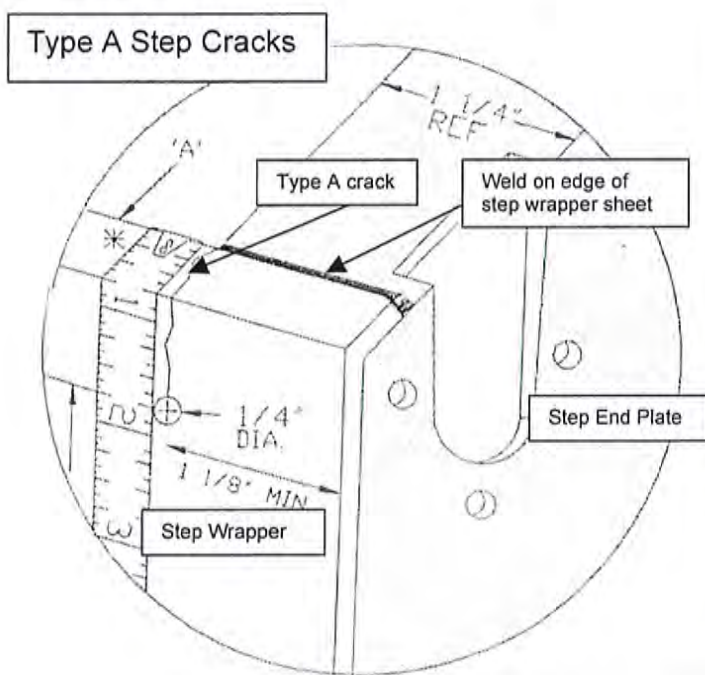


Cause & Effect

Crack type definitions:

Type A – Cracks are located at the lead end of the step (where the chain rollers attach), beginning at the end of the 1" weld on the edge of the step wrapper sheet where it attaches to the end plate. The crack proceeds toward the tread surface at approximately 90 degrees to the weld. (See the diagram below)

Type B – Cracks radiate from the bolt pattern on the end plate where the chain wheel roller flange attaches to the step. (See diagram of Type B cracks for location identification).



Type A cracks are a result of weld stress imparted to the step body during manufacturing. On older style steps, where the step wrapper is welded to the step end plate as shown in the diagram, the step body is quite rigid, and the weld places the wrapper in stress at the end of the weld. In use, the slight twisting that a step is subject to during its travel through the step band path will allow that stress to relieve itself in the form of a crack. The crack is not a result of static loading. Even if a unit is maintained properly, 'A' cracks may develop, and proceed to the point of relief, normally the bend in the wrapper sheet of the step body. However, the crack may progress over the bend in the wrapper sheet, as shown in the diagram, before stopping. *Type A cracks do not necessarily require replacement.* If the crack has not grown beyond 1-3/4" long, as shown in the diagram, measured from point 'A' on the wrapper edge, a relief hole may be drilled at the end of the crack to terminate the cracking.

Replacement Policy for steps with Type A cracks

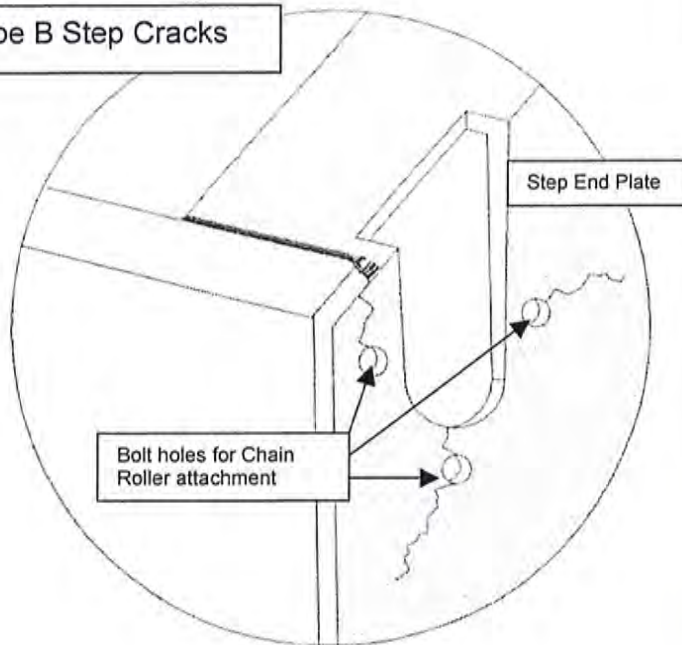
Steps with Type A cracks do not necessarily require replacement. A 1/4" diameter hole may be drilled at the end of the crack to provide a smooth relief surface at the end of the crack. (See diagram above) This relief hole will terminate further progression of the crack. NOTE: If the crack has progressed over the bend in the step body wrapper sheet and has turned toward the side of the step, it should be replaced. The diagram above shows the maximum allowable crack progression for Type A cracks.

Product Bulletin

SEB PCM and Product Reliability



Type B Step Cracks



Type B cracks are a direct result of fatigue due to cyclic loading over time imposed on the end plate by the chain roller mounting flange attachment. As the steps move over the upper 30 degree transition, the combined weight of any loading on the step wheel is transferred through the chain wheel flange attachment to the side of the step resulting in continued flexing of the step body as it moves around the step band. Novatex board adjustment plays a role in determining the length of time that steps may operate before cracking occurs. Novatex boards must be adjusted properly to support the weight of the chain, steps and live load, and improperly maintained novatex boards can cause higher cyclic loading to occur on the step body, with resultant life reduction. The continued cycling of steps moving around the step band, combined with step end plate loading results in fatigue crack formation at the chain wheel flange attachment point. Type B cracks radiate outward from the mounting holes, as shown. (See Life Cycle section of this bulletin)

Replacement Policy for steps with Type B cracks
ANY STEPS WITH TYPE "B" CRACKS REQUIRE REPLACEMENT

Factors affecting step lifetime in service

In service, steps may develop cracks defined by KONE Spares as Type A or Type B. Type A cracks are a result of weld stress relief in a particular manufacturing design that used a weld on the edge of the step wrapper sheet. This weld was eliminated in later models of the step and replaced by a rivet. Type B cracks form in the end plate and are a result of long term fatigue in the step end plate due to the cyclic loading described above in this discussion.

Tests conducted by KONE, through the University of Illinois in the early nineteen eighties showed that Type A cracks are unrelated to static loading, and if they occur, this will be after 400,000 to 500,000 stepband cycles. Type A cracks do not cause degeneration of structural integrity, and the cracks may be terminated by drilling a small hole at the end of the crack.

Type B cracks however, are degenerate, and occur due to step end plate fatigue. On escalators where the novatex board adjustments are properly maintained, the life of steps has been found to be in excess of 15 years, and is dependent upon loading, hours of service, step-band speed, environmental conditions, and maintenance care. The step design affected by this cyclic loading is now an OBSOLETE component. KONE Spares recommends that this type of step be upgraded to a through axle type of step, or cast aluminum step, which exhibits much better life and is not affected by end plate flexing in the same way.

Product Bulletin

SEB PCM and Product Reliability



Corrective Action

Step cracks do not appear overnight. Normal maintenance procedures and examinations consistent with KONE approved service guidelines for HR Escalators will give warning of potential problems and prevent them from becoming critical. Steps may not be repaired by welding, and any type of repair other than drilling for type A cracks is not an approved repair. Any field documents or letters which may show repairs by welding should be discarded.

Contact Person

For more information, contact the PCM and Product Reliability engineering group at KONE Service Business Center in Moline IL.

Approvals & Version History

Checked by: E.G.S. Date: 2008-1-15

Approved by: J.M.B. Date: 2008-1-16

Issue	Date	Description of Change	Ref. CR	Approved by
R0	2008-01-12	First release		John Bril
R1	2008-01-28	Shorter version of policy statement released in Jan 2007		John Bril

Rebecca Mastrangelo

From: Chris Dutcher <nvdutch@yahoo.com>
Sent: Tuesday, June 09, 2015 9:46 AM
To: Panaro, Larry
Cc: Olsen, Scott
Subject: Golden nugget laughlin

Larry,

I am writing to you in regards as to the golden nugget laughlin.

Don Hartman at the golden nugget came to look at our current progress this morning and in doing so he was wanted to know if you had sent him the quote for the steps as he had not currently received it.

We indeed will need the 5 steps and roller package to complete the step chain replacement and have the unit back in service by Friday.

Would you please send him the quote for the 5 steps and 5 rollers and also would you send him the quote for replacing the 40 steps and 40 roller package as well.

Please cc me as well so I can hand deliver the quote if necessary.

Thank you,
Chris Dutcher @ Thyssenkrupp Las Vegas

Sent from my iPhone

Rebecca Mastrangelo

From: Dutcher, Christopher M. - Field Technician
Sent: Tuesday, October 06, 2015 1:49 PM
To: Panaro, Larry
Cc: Olsen, Scott
Subject: Laughlin Proposals needed asap

Hello sir,

Yesterday I spoke with Don Hartman in regards to his escalator steps needing replaced as soon as possible.

He made know to me that he has not received a proposal as of yet for step replacement.

Would you please send or resend the proposal to him and to myself in case I need to hand deliver said proposal.

Today I spoke with Richard Ruff in regards to the glass replacement that needs to be done.

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Would you please send or resend the proposal to him and to myself in case I need to hand deliver said proposal.

Thank you sir

Sincerely,
Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Dutcher, Christopher M. - Field Technician
Sent: Wednesday, October 07, 2015 8:31 AM
To: Panaro, Larry
Cc: Olsen, Scott
Subject: Laughlin Proposals needed asap

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Sent from my iPhone

Rebecca Mastrangelo

From: Olsen, Scott
Sent: Wednesday, October 07, 2015 9:24 AM
To: Panaro, Larry
Cc: Dutcher, Christopher M. - Field Technician
Subject: FW: Laughlin Proposals needed asap

Larry, see Chris Dutcher's email below. can you please get proposals sent over to Don and Richard ASAP, if you have already please disregard.

Thanks

Scott Olsen
Service Operation Superintendent

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

Phone: (702) 262-6775
Direct: (702) 789-4636
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From: Dutcher, Christopher M. - Field Technician
Sent: Wednesday, October 07, 2015 8:31 AM
To: Olsen, Scott
Subject: Fwd: Laughlin Proposals needed asap

Sent from my iPhone

Begin forwarded message:

From: Christopher Dutcher <christopher.dutcher@tkelevator.net>
Date: October 6, 2015 at 1:49:14 PM MST
To: larry.panaro@thyssenkrupp.com

Cc: Scott Olsen <scott.olsen@thyssenkrupp.com>

Subject: Laughlin Proposals needed asap

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Sent from my iPhone

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From: Panaro, Larry
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To: Olsen, Scott
Cc: Dutcher, Christopher M. - Field Technician
Subject: RE: Laughlin Proposals needed asap

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Thanks,

Larry Panaro
Sales Manager - Las Vegas
West Region

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<mailto:larry.panaro@thyssenkrupp.com>

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Sent from my iPhone

Rebecca Mastrangelo

From: Dutcher, Christopher M. - Field Technician
Sent: Wednesday, October 07, 2015 10:16 AM
To: Panaro, Larry
Subject: Re: Laughlin Proposals needed asap

Larry,

Thank you sir.
Your help and time are very much appreciated.

Sent from my iPhone

On Oct 7, 2015, at 10:04 AM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

Guys,

I will follow up on these today.

Thanks,

Larry Panaro
Sales Manager - Las Vegas
West Region

ThyssenKrupp Elevator Americas
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Sent: Wednesday, October 07, 2015 9:24 AM
To: Panaro, Larry
Cc: Dutcher, Christopher M. - Field Technician
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Service Operation Superintendent

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Sent: Wednesday, October 07, 2015 8:31 AM
To: Olsen, Scott
Subject: Fwd: Laughlin Proposals needed asap

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Date: October 6, 2015 at 1:49:14 PM MST
To: larry.panaro@thyssenkrupp.com
Cc: Scott Olsen <scott.olsen@thyssenkrupp.com>
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Sincerely,
Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Olsen, Scott
Sent: Wednesday, October 07, 2015 11:21 AM
To: Panaro, Larry
Cc: Dutcher, Christopher M. - Field Technician
Subject: RE: Laughlin Proposals needed asap

Thanks, Larry

Scott Olsen
Service Operation Superintendent

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Cc: Dutcher, Christopher M. - Field Technician
Subject: RE: Laughlin Proposals needed asap

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West Region

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Cc: Dutcher, Christopher M. - Field Technician
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Sent from my iPhone

Rebecca Mastrangelo

From: Dutcher, Christopher M. - Field Technician
Sent: Thursday, October 08, 2015 3:23 PM
To: Panaro, Larry
Subject: Re: Laughlin Proposals needed asap

Hello Larry,

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I am looking to follow up with the customers after they have received the proposals so I can speed up the process of them approving them.

Thank you ,
Chris Dutcher

Sent from my iPhone

On Oct 7, 2015, at 10:04 AM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

Guys,

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Thanks,

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Sales Manager - Las Vegas
West Region

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<mailto:larry.panaro@thyssenkrupp.com>

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From: Olsen, Scott
Sent: Wednesday, October 07, 2015 9:24 AM
To: Panaro, Larry
Cc: Dutcher, Christopher M. - Field Technician
Subject: FW: Laughlin Proposals needed asap

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Subject: Laughlin Proposals needed asap

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Thank you sir

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Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Panaro, Larry
Sent: Thursday, October 08, 2015 3:54 PM
To: Dutcher, Christopher M. - Field Technician
Subject: RE: Laughlin Proposals needed asap

Chris,

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Proposal has been prepared for Don at Golden Nugget, but I have not sent it yet because I would like to speak with him first. I will let you know when he gets it.

Thanks,

Larry Panaro
Sales Manager - Las Vegas
West Region

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West Region

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From: Olsen, Scott

Sent: Wednesday, October 07, 2015 9:24 AM

To: Panaro, Larry

Cc: Dutcher, Christopher M. - Field Technician

Subject: FW: Laughlin Proposals needed asap

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Sincerely,
Chris Dutcher

Sent from my iPhone

Rebecca Mastrangelo

From: Dutcher, Christopher M. - Field Technician
Sent: Thursday, October 08, 2015 4:39 PM
To: Panaro, Larry
Subject: Re: Laughlin Proposals needed asap

Larry,

Thank you sir for the update.
I will talk to Richard in the morning.

Talk to you soon
Chris Dutcher

Sent from my iPhone

On Oct 8, 2015, at 3:53 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:

Chris,

Proposal has been sent to Richard. You can follow up with him.

Proposal has been prepared for Don at Golden Nugget, but I have not sent it yet because I would like to speak with him first. I will let you know when he gets it.

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Sent: Wednesday, October 07, 2015 9:24 AM
To: Panaro, Larry
Cc: Dutcher, Christopher M. - Field Technician
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From: Dutcher, Christopher M. - Field Technician
Sent: Wednesday, October 07, 2015 8:31 AM
To: Olsen, Scott
Subject: Fwd: Laughlin Proposals needed asap

Sent from my iPhone

Begin forwarded message:

From: Christopher Dutcher <christopher.dutcher@tkelevator.net>
Date: October 6, 2015 at 1:49:14 PM MST
To: larry.panaro@thyssenkrupp.com
Cc: Scott Olsen <scott.olsen@thyssenkrupp.com>
Subject: **Laughlin Proposals needed asap**

Hello sir,

Yesterday I spoke with Don Hartman in regards to his escalator steps needing replaced as soon as possible.

He made know to me that he has not received a proposal as of yet for step replacement.

Would you please send or resend the proposal to him and to myself in case I need to hand deliver said proposal.

Today I spoke with Richard Ruff in regards to the glass

replacement that needs to be done.

He made known to me that he has not received a proposal as of yet for glass replacement.

Would you please send or resend the proposal to him and to myself in case I need to hand deliver said proposal.

Thank you sir

Sincerely,
Chris Dutcher

Sent from my iPhone