

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

vs.

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

Respondents.

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

Appellant,

vs.

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

Respondents.

No. 80581

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APPENDIX TO APPELLANT'S OPENING BRIEF

VOLUME 12

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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 12** 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**

EXHIBIT 1-H

**REMOVED,
CONFIDENTIAL**

EXHIBIT 1-H

EXHIBIT 1-I

EXHIBIT 1-I

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6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

9 Plaintiffs,

10 vs.

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

14 Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS JOE N. BROWN’S AND
NETTIE J. BROWN’S FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS TO GNL, CORP.**

15 **TO: Defendant GNL, CORP.; and**

16 **TO: LEE J. GRANT II, its counsel of record:**

17 Plaintiffs Joe N. Brown and Nettie J. Brown, pursuant to Nevada Rules of Civil
18 Procedure (“NRCP”) 34, hereby request that Defendant GNL, Corp. produce for inspection the
19 documents and things identified herein in accordance with all applicable Rules and the
20 Definitions and Instructions set forth below within thirty (30) calendar days after being served.

21 These requests are continuing, requiring prompt supplemental answers if further events
22 occur or if further information is obtained, developed, or disclosed between the time these
23 requests are first answered and the time of adjudication.

24 **DEFINITIONS**

- 25 1. “DOCUMENT” or “DOCUMENTS” means any writing or writings as defined by NRCP
26 34 and includes writings, drawings, graphs, charts, photographs, audio recordings, and
27 other data compilations from which information can be obtained and/or translated, if
28 **PLAINTIFFS’ FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS**

1 necessary, by the responding party through detection devices into reasonably usable
2 form. The terms "DOCUMENT" and "DOCUMENTS" include any comment or
3 notation appearing on any such writing and not part of the original text. A DOCUMENT
4 including such a comment or notation is considered a separate DOCUMENT.

5 "DOCUMENT" or "DOCUMENTS" refer to any document now or at any time in YOUR
6 possession, custody or control. A person is deemed in control of a DOCUMENT if the
7 person has any ownership, possession or custody of the DOCUMENT or the right to
8 secure the DOCUMENT or a copy thereof from any person or public or private entity
9 having physical possession thereof. "DOCUMENTS" shall not include exact duplicates
10 where originals are available, but shall include all copies different from originals in any
11 way by virtue of any writings, notations, symbols, characters, impressions, or any marks
12 thereon in any form.

13 2. "WRITINGS" and "RECORDINGS" as defined by Nevada Revised Statute 52.225,
14 mean ANY letters, words, or numbers, or their equivalent, set down by handwriting,
15 typewriting, printing, photostating, photographing, magnetic impulse, mechanical or
16 electronic recording, or other form of data compilation.

17 3. The terms "YOU" and "YOUR" mean Defendant GNL, Corp., and/or any principal,
18 and/or present or former: officer, director, employee, servant, agent, attorney, or other
19 representative acting on behalf of Defendant GNL, Corp. The terms include any
20 predecessor in interest, successor, parent, subsidiary, affiliate, and/or division, and any
21 person or company assisting by agreement or otherwise in the prosecution of this lawsuit,
22 and their agents, officers, employees, representatives, and attorneys.

23 4. A reference to a "PERSON" or "PEOPLE" includes any individual, corporation,
24 partnership, joint venture, limited liability company, governmental entity, unincorporated
25 organization, trust, association or other entity responsive to the description in the request,
26 and includes all of that person's principals, employees, agents, attorneys, consultants and
27 other representatives.

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- 1 5. To “DESCRIBE” means to relate in detail sufficient to distinguish the method,
2 procedure, person, place, or thing from all other similar methods, procedures, persons,
3 places, or things.
- 4 6. The terms “IDENTIFY” and “STATE THE IDENTITY OF” with respect to a
5 DOCUMENT mean to set forth the following information:
 - 6 a. A general description thereof (e.g., letter, memorandum, report, etc.);
 - 7 b. A brief summary of its contents;
 - 8 c. The name and address of the custodian of the original;
 - 9 d. The name and address of the PERSON(s), if any, who drafted, prepared, compiled or
10 signed it; and
 - 11 e. Any other descriptive information necessary in order to adequately describe it in a
12 subpoena duces tecum, or in a motion or request for production thereof.
- 13 7. With respect to a PERSON, the term “IDENTIFY” and “STATE THE IDENTITY OF”
14 mean to set forth the following information:
 - 15 a. The name or names of the PERSON requested;
 - 16 b. That PERSON’s name, address, or other contact information; and
 - 17 c. Any other descriptive information necessary in order to adequately describe that
18 PERSON or those people.
- 19 8. “RELATE” and “RELATING,” and the terms “CONCERN” and “CONCERNING,” mean
20 consisting of, referring to, reflecting, describing, evidencing or constituting or being in
21 any way logically or factually connected with the matter discussed.
- 22 9. “COMMUNICATION” or “COMMUNICATIONS” mean the transmittal of information
23 (in the form of facts, ideas, inquiries or otherwise) whether orally, in writing or
24 otherwise.
- 25 10. The terms “AND” and “OR” shall be construed either conjunctively or disjunctively as
26 necessary to bring within the scope of the request all responses that might otherwise fall
27 outside the scope of the request.

28 PLAINTIFFS’ FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

- 1 11. The terms “ALL,” “ANY,” and “EACH” encompass any and all of the matter discussed.
- 2 12. The use of singular form includes plural and vice versa.
- 3 13. The use of present tense includes past tense, and vice versa.
- 4 14. The “INCIDENT” is the event on May 12, 2015, alleged in paragraphs 11-15 of the First
- 5 Amended Complaint and acknowledged in YOUR initial disclosure of witnesses and
- 6 documents, in which Plaintiff Joe N. Brown was injured.
- 7 15. The “PREMISES” refers to the Golden Nugget Laughlin, in Laughlin, Nevada.
- 8 16. The “ESCALATOR” means the descending escalator near the Bubba Gump Shrimp Co.
- 9 restaurant located on the PREMISES.

10 **INSTRUCTIONS**

- 11 1. All production of DOCUMENTS and objections to the production of DOCUMENTS
- 12 requested herein shall be made in writing and delivered to the office of IQBAL LAW
- 13 PLLC, 101 CONVENTION CENTER DRIVE, SUITE 1175, LAS VEGAS, NEVADA
- 14 89109, on or before 5:00 pm PST on the date set for production.
- 15 2. Pursuant to the NRCP 34(2)(E)(i), the DOCUMENTS, WRITINGS, and/or
- 16 RECORDINGS to be produced must be produced as they are kept in the usual course of
- 17 business or must be organized and labeled to correspond to the categories in the relevant
- 18 request for production.
- 19 3. To the extent possible, please produce all DOCUMENTS, WRITINGS, and/or
- 20 RECORDINGS in electronic form either on compact disc or in cloud storage.
- 21 4. Electronically stored information must be produced in PDF format with load files
- 22 containing the COMMUNICATION’s and/or DOCUMENT’s text and all available
- 23 metadata.
- 24 5. All DOCUMENTS are to be produced as they are kept in the usual course of business
- 25 with any identifying labels, file folders, file markings, or similar identifying features, or
- 26 shall be organized and labeled to correspond to the categories requested herein. If there
- 27
- 28

are no DOCUMENTS responsive to a particular request, Defendant GNL, Corp. shall state so in writing.

6. These requests call for the production of all responsive DOCUMENTS in YOUR possession, custody or control, or in the possession, custody, or control of any of YOUR employees, predecessors, successors, parents, subsidiaries, divisions, affiliates, partners, joint ventures, brokers, attorneys, accountants, financial advisors, representatives and agents or other persons acting on YOUR behalf, without regard to the physical location of such DOCUMENTS. In responding to these requests, include DOCUMENTS obtained on YOUR behalf by YOUR counsel, employees, agents or any other persons acting on YOUR behalf. If YOUR response is that the DOCUMENTS are not within YOUR possession or custody, describe in detail the unsuccessful efforts YOU made to locate each such DOCUMENT. If your response is that DOCUMENTS are not under YOUR control, IDENTIFY the PERSON(s) with control of the DOCUMENTS presently and/or knowledge of the present location of the DOCUMENTS.

7. If any DOCUMENT applicable to any request for production was, but no longer is, in YOUR possession or was destroyed, subject to YOUR control or in existence, include a statement:

- a. IDENTIFYING the DOCUMENT;
- b. Describing where the DOCUMENT is now and why it was lost or transferred;
- c. IDENTIFYING the PERSON(s) with control of the DOCUMENT at the time it was lost or transferred;
- d. IDENTIFYING the PERSON(s) with control of or in possession of the DOCUMENT at present;
- e. Describing how the DOCUMENT became lost or destroyed or was transferred;
- f. IDENTIFYING the date of the destruction or transfer of the DOCUMENT;
- g. Describing the contents of the DOCUMENT; and
- h. IDENTIFYING each of those PERSONS responsible for or having knowledge of the

1 loss, destruction or transfer of this DOCUMENT from YOUR possession, custody or
2 control.

3 8. Each request for production contemplates production of all DOCUMENTS in their
4 entirety. If a portion of a DOCUMENT is responsive to one or more requests, the
5 DOCUMENT must be produced in its entirety in response to each request to which it is
6 responsive.

7 9. If any DOCUMENT is withheld in whole or in part, for ANY reason including, without
8 limitation, a claim of privilege or other protection from disclosure such as the work
9 product doctrine or other business confidentiality or trade secret protection, set forth
10 separately with respect to each DOCUMENT:

- 11 a. The ground of privilege or protection claimed;
12 b. Each and every basis under which the DOCUMENT is withheld;
13 c. The type of DOCUMENT;
14 d. Its general subject matter;
15 e. The DOCUMENT's date;
16 f. The author(s) of the DOCUMENT;
17 g. ANY recipient of the DOCUMENT;
18 h. Its present location and custodian; and
19 i. The requests to which the DOCUMENT is responsive.

20 10. To the extent YOU assert that a DOCUMENT contains information that should be
21 protected from disclosure (based on the attorney-client privilege, work product doctrine
22 or another protection) and non-privileged information, the non-privileged portions of the
23 DOCUMENT must be produced. For each such DOCUMENT, indicate the portion of the
24 DOCUMENT withheld by stamping the words "MATERIAL REDACTED" on the
25 DOCUMENT in an appropriate location that does not obscure the remaining text.

26 11. If there are no DOCUMENTS responsive to any particular request, as determined after a
27 reasonable and diligent investigation, YOU must state so in writing.

28 PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS

12. These requests for production are continuing in nature; in the event you become aware of or acquire in your possession custody or control of additional responsive DOCUMENTS, you must promptly produce such additional DOCUMENTS for inspection and copying.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: All DOCUMENTS CONCERNING the INCIDENT.

REQUEST NO. 2: All DOCUMENTS CONCERNING ANY reported malfunction by, AND ANY mechanical/operational problem issue CONCERNING, the ESCALATOR.

REQUEST NO. 3: All DOCUMENTS CONCERNING ANY reported injury to ANY PERSON in which the ESCALATOR was alleged to have been involved.

REQUEST NO. 4: All DOCUMENTS CONCERNING the installation of, AND ANY refitting, refurbishment, modification, upgrading, modernizing or redesign of, the ESCALATOR.

REQUEST NO. 5: All DOCUMENTS CONCERNING ANY construction, modifications, refurbishments, OR redesign of the PREMISES occurring from January 1, 1980 to the present day.

REQUEST NO. 6: All DOCUMENTS evidencing the existence of ANY insurance policies AND/OR coverage(s) identified by YOU in response to Interrogatory No. 23 of *Plaintiffs Joe N. Brown's and Nettie J. Brown's First Set of Interrogatories to Defendant GNL, Corp.*, served concurrently herewith.

REQUEST NO. 7: All DOCUMENTS evidencing the relationship between YOU AND Defendants Landry's, Inc. AND Golden Nugget, Inc.

REQUEST NO. 8: All DOCUMENTS evidencing the relationship between Defendants Landry's, Inc. AND Golden Nugget, Inc.

Dated November 22, 2016.

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of IQBAL LAW PLLC, and that on this
3 22nd day of November, 2016 I caused to be served a true and correct copy of foregoing
4 **PLAINTIFFS JOE N. BROWN'S AND NETTIE J. BROWN'S FIRST SET OF**
5 **REQUESTS FOR PRODUCTION OF DOCUMENTS TO GNL, CORP.** in the following
6 manner:
7

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

12 **Chiu & Associates**

13 **Contact**

Email

14 Diana Smith

diana.smith@aig.com

15 Lee Grant

lee.grant@aig.com

16 Shannon Jory

shannon.jory@aig.com

17 Sydney Basham

sydney.basham@aig.com

18
19 For those Parties not registered pursuant to Administrative Order 14-2, service was made
20 in the following manner:

21 **(UNITED STATES MAIL)** Pursuant to NRCP 5(b), by depositing a copy of the above-
22 referenced document for mailing in the United States Mail, first-class postage prepaid, at Las
23 Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date
24 above written.
25

26 /s/ Julia M. Diaz

27 An employee of IQBAL LAW PLLC

28 **PLAINTIFFS' FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS**

EXHIBIT 1-J

EXHIBIT 1-J

JNB02040

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

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

Attorney for Defendant
GNL, CORP.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,	)	CASE NO.: A-16-739887-C
NETTIE J. BROWN, an individual,	)	DEPT. NO.: XXXI
Plaintiffs,)	
)	
vs.	)	DEFENDANT GNL, CORP.'S
	)	RESPONSES TO PLAINTIFF'S FIRST
LANDRY'S, INC., a foreign corporation;	)	SET OF REQUEST FOR
GOLDEN NUGGET, INC. a Nevada	)	PRODUCTION OF DOCUMENTS
corporation, d/b/a GOLDEN NUGGET)	
LAUGHLIN; GNL, CORP., a Nevada)	
corporation; DOE INDIVIDUALS 1-100,)	
ROE BUSINESS ENTITIES 1-100,)	
)	
Defendants.)	

COMES NOW, Defendant GNL, CORP. (hereinafter "Defendant"), by and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, pursuant to Rule 34, of the Nevada Rules of Civil Procedure, and hereby submits its response to Plaintiff GNL, CORP.'S First Set of Request for Production of Documents as follows:

PRELIMINARY STATEMENT

GNL, CORP. has not yet completed its investigation and discovery of this matter. The following responses are provided to the best of GNL, CORP.'S ability and understanding at this time. Discovery is continuing and GNL, CORP. reserves the right to supplement these responses as additional information becomes available.

REQUEST NO. 1:

All DOCUMENTS CONCERNING the INCIDENT.

RESPONSE TO REQUEST NO. 1:

OBJECTION: This Request is overly broad, unduly burdensome and premature, as Defendant has not yet completed its investigation. FURTHER OBJECTION: This Request seeks information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please refer to all pleadings and NRCP 16.1 Disclosures produced in this case, and any supplements and/or amendments thereto. Discovery is ongoing.

REQUEST NO. 2:

All DOCUMENTS CONCERNING ANY reported malfunction by, AND ANY mechanical/operational problem issue CONCERNING, the ESCALATOR.

RESPONSE TO REQUEST NO. 2:

OBJECTION: This Request is vague, overly broad as it is not limited to temporal scope or alleged incident, unduly burdensome and assumes facts not in evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: 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. Discovery is ongoing.

REQUEST NO. 3:

All DOCUMENTS CONCERNING ANY reported injury to ANY PERSON in which the ESCALATOR was alleged to have been involved.

RESPONSE TO REQUEST NO. 3:

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

1 OBJECTION: This Request seeks information potentially protected by attorney-client and/or
2 attorney-work privilege. FURTHER OBJECTION: This Request seeks private information of
3 hotel patrons and seeks to invade their right to privacy.

4 Subject to and without waiving the foregoing objections, this answering Defendant
5 responds as follows: Defendant will disclose discoverable documents relevant to this request in
6 accordance with an executed stipulated protective order. Discovery is ongoing.

7 **REQUEST NO. 4:**

8 All DOCUMENTS CONCERNING the installation of, AND ANY refitting,
9 refurbishment, modification, upgrading, modernizing or redesign of, the ESCALATOR.

10 **RESPONSE TO REQUEST NO. 4:**

11 OBJECTION: This Request is vague, overly broad as it is not limited to temporal scope,
12 unduly burdensome, compound and assumes facts not in evidence.

13 Subject to and without waiving the foregoing objections, this answering Defendant
14 responds as follows: Upon information and belief, there have been no modifications to the
15 Subject Escalator. Further, upon information and belief, the Subject Escalator was installed
16 circa 1979/1980, when the casino was owned by another company. Therefore, Defendant is not
17 in possession of any discoverable documents in response to this request. Discovery is ongoing.

18 **REQUEST NO. 5:**

19 All DOCUMENTS CONCERNING ANY construction, modifications, refurbishments
20 OR redesign of the PREMISES occurring from January 1, 1980 to the present day.

21 **RESPONSE TO REQUEST NO. 5:**

22 OBJECTION: This Request is vague, overly broad as it is not limited to temporal scope
23 or alleged incident, unduly burdensome, lacks foundation, assumes facts not in evidence,
24 compound, irrelevant and not reasonably calculated to lead to the discovery of admissible
25 evidence. FURTHER OBJECTION: This Request is nothing more than a fishing expedition on
26 behalf of the requesting party, and potentially seeks proprietary information.

27 . . .

28

REQUEST NO. 6:

All DOCUMENTS evidencing the existence of ANY insurance policies AND/OR coverage(s) identified by YOU in response to Interrogatory No. 23 of *Plaintiff Joe N. Brown's and Nettie J. Brown's First Set of Interrogatories to Defendant GNL, Corp.*, served concurrently herewith.

RESPONSE TO REQUEST NO. 6:

OBJECTION: This Interrogatory is overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Based on the allegations in the Complaint, Defendant is self-insured for the alleged incident. Should further facts be alleged, Defendant reserves the right to supplement. Discovery is continuing.

REQUEST NO. 7:

All DOCUMENTS evidencing the relationship between YOU AND Defendant Landry's, Inc. AND Golden Nugget, Inc.

RESPONSE TO REQUEST NO. 7:

OBJECTION: This Interrogatory is overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege and is nothing more than a fishing expedition on behalf of the requesting party.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Please refer to Defendant's Response to Interrogatory No. 29 to Plaintiff's First Set of Interrogatories to Defendant served concurrently herewith.

...

REQUEST NO. 8:

All DOCUMENTS evidencing the relationship between Defendants Landry's, Inc. AND Golden Nugget, Inc.

RESPONSE TO REQUEST NO. 8:

OBJECTION: This Interrogatory is overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER OBJECTION: This Interrogatory seeks information potentially protected by attorney-client and/or attorney-work product privilege and is nothing more than a fishing expedition on behalf of the requesting party.

DATED this 2nd day of February, 2017.

GRANT & ASSOCIATES

/s/ Annalisa N. Grant, Esq.

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

Attorney for Defendant
GNL, CORP.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 2nd day of February, 2017, I served a true and correct copy of the foregoing **DEFENDANT GNL, CORP.'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS** by serving as follows:

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

EXHIBIT 1-K

EXHIBIT 1-K

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7455 Arroyo Crossing Parkway, Suite 300
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RSPN
ANNALISA N. GRANT, ESQ.
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Annalisa.Grant@aig.com

Attorney for Defendant
GNL, CORP.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

JOE N. BROWN, an individual, and his Wife,	)	CASE NO.: A-16-739887-C
NETTIE J. BROWN, an individual,	)	DEPT. NO.: XXXI
Plaintiffs,)	
)	
vs.	)	DEFENDANT GNL, CORP.'S
	)	SUPPLEMENTAL RESPONSES TO
LANDRY'S, INC., a foreign corporation;	)	PLAINTIFF'S FIRST SET OF
GOLDEN NUGGET, INC. a Nevada	)	REQUEST FOR PRODUCTION OF
corporation, d/b/a GOLDEN NUGGET	)	DOCUMENTS
LAUGHLIN; GNL, CORP., a Nevada)	
corporation; DOE INDIVIDUALS 1-100,)	
ROE BUSINESS ENTITIES 1-100,)	
)	
Defendants.)	

COMES NOW, Defendant GNL, CORP. (hereinafter "Defendant"), by and through its attorney, Annalisa N. Grant, Esq., of the law firm of GRANT & ASSOCIATES, pursuant to Rule 34, of the Nevada Rules of Civil Procedure, and hereby submits its supplemental responses to Plaintiff GNL, CORP.'S First Set of Request for Production of Documents as follows:

PRELIMINARY STATEMENT

GNL, CORP. has not yet completed its investigation and discovery of this matter. The following responses are provided to the best of GNL, CORP.'S ability and understanding at this time. Discovery is continuing and GNL, CORP. reserves the right to supplement these responses as additional information becomes available.

REQUEST NO. 2:

All DOCUMENTS CONCERNING ANY reported malfunction by, AND ANY mechanical/operational problem issue CONCERNING, the ESCALATOR.

RESPONSE TO REQUEST NO. 2:

OBJECTION: This Request is vague, overly broad as it is not limited to temporal scope or alleged incident, unduly burdensome and assumes facts not in evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: 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. Discovery is ongoing.

SUPPLEMENTAL RESPONSE TO REQUEST NO. 2:

OBJECTION: This Request is vague, overly broad as limited from 1980 to the present, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, this answering Defendant responds as follows: Defendant was unaware of any mechanical/operational issues with the Subject Escalator at the time the alleged incident occurred. Please refer to EXHIBIT I (GNL 000048-000051) to Defendant's Initial NRCP 16.1 Disclosure, regarding Thyssenkrupp's April 2015 and May 2015 service records. Discovery is ongoing.

REQUEST NO. 3:

All DOCUMENTS CONCERNING ANY reported injury to ANY PERSON in which the ESCALATOR was alleged to have been involved.

RESPONSE TO REQUEST NO. 3:

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

OBJECTION: This Request seeks information potentially protected by attorney-client and/or

1 attorney-work privilege. FURTHER OBJECTION: This Request seeks private information of
2 hotel patrons and seeks to invade their right to privacy.

3 Subject to and without waiving the foregoing objections, this answering Defendant
4 responds as follows: Defendant will disclose discoverable documents relevant to this request in
5 accordance with an executed stipulated protective order. Discovery is ongoing.

6 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 3:**

7 **OBJECTION: This Request is vague, overly broad as limited from 1980 to the**
8 **present, unduly burdensome and not reasonably calculated to lead to the discovery of**
9 **admissible evidence. FURTHER OBJECTION: This Request seeks information**
10 **potentially protected by attorney-client and/or attorney-work privilege to the extent it can**
11 **be read to include communications between Defendant and its counsel. FURTHER**
12 **OBJECTION: This Request seeks information that is subject to the rights to privacy of**
13 **third parties.**

14 Subject to and without waiving the foregoing objections, this answering Defendant
15 responds as follows: Please refer to EXHIBIT L (GNL 000107-000170) to Defendant's
16 Second Supplemental NRCP 16.1 Disclosure, regarding confidential documents pertaining
17 to prior incidents, disclosed subject to executed protective order. Discovery is ongoing.

18 **REQUEST NO. 4:**

19 All DOCUMENTS CONCERNING the installation of, AND ANY refitting,
20 refurbishment, modification, upgrading, modernizing or redesign of, the ESCALATOR.

21 **RESPONSE TO REQUEST NO. 4:**

22 **OBJECTION: This Request is vague, overly broad as it is not limited to temporal scope,**
23 **unduly burdensome, compound and assumes facts not in evidence.**

24 Subject to and without waiving the foregoing objections, this answering Defendant
25 responds as follows: Upon information and belief, there have been no modifications to the
26 Subject Escalator. Further, upon information and belief, the Subject Escalator was installed
27 circa 1979/1980, when the casino was owned by another company. Therefore, Defendant is not
28

1 in possession of any discoverable documents in response to this request. Discovery is ongoing.

2 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 4:**

3 **OBJECTION:** This Request is vague, overly broad as limited from 1980 to the
4 present, unduly burdensome and not reasonably calculated to lead to the discovery of
5 admissible evidence.

6 Subject to and without waiving the foregoing objections, this answering Defendant
7 responds as follows: Please refer to EXHIBIT I (GNL 000048-000051) to Defendant's Initial
8 NRCP 16.1 Disclosure, regarding Thyssenkrupp's April 2015 and May 2015 service
9 records.

10 DATED this 3rd day of March, 2017.

11 GRANT & ASSOCIATES

12 /s/ *Annalisa N. Grant, Esq.*

13
14

ANNALISA N. GRANT, ESQ.
15 Nevada Bar No. 11807
16 7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

17 Attorney for Defendant
18 GNL, CORP.
19
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21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

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

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

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

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

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

/s/ Diana Smith

An Employee of
GRANT & ASSOCIATES

EXHIBIT 1-L

EXHIBIT 1-L

JNB02053

1 supervisor?

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

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

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

10 Q. And who is that?

11 **A. Clint Belka.**

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

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

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

16 **A. Chris McComas.**

17 Q. Can you spell the last name?

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

19 Q. And what is Chris' title?

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

23 Q. No problem.

24 **A. It's approximate.**

25 Q. No problem at all.

1 **A. Both.**

2 Q. Okay. Okay. And I've seen some e-mails where,
3 you know, you send from your phone and presumably a
4 computer. So do you have a separate work computer here?

5 **A. I do.**

6 Q. Okay. All right. Is the work computer linked
7 to your phone and I -- so let me ask the question: Does
8 an e-mail that appears on your work computer also appear
9 on your phone?

10 **A. Yes.**

11 Q. Okay. Does the Golden Nugget have any e-mail or
12 retention policies that you're aware of?

13 **A. No.**

14 Q. Do you ever delete your e-mails?

15 **A. Only if I'm doing a draft and I decide not to**
16 **send it.**

17 Q. Gotcha. Gotcha. So outside of drafts, when
18 you -- every e-mail that you've sent, let's say to --
19 especially if it's Alan or Clint -- you don't delete
20 those e-mails, do you?

21 **A. I do not.**

22 Q. Do you ever delete those?

23 **A. Not that I'm aware of, unless it was by**
24 **accident.**

25 Q. Okay. Okay. If you get e-mails from Alan or

1 Clint in your inbox, do you ever delete those?

2 **A. No.**

3 Q. In your inbox, do you have specific subfolders
4 for, say, horticulture and, you know, different things,
5 or do you just have one general e-mail?

6 **A. I just have one general e-mail.**

7 Q. Okay. Okay. And how far back roughly, in terms
8 of years, does your e-mail go? And just to provide you
9 some context, if this will help you answer, I have
10 e-mails going back to 2013 when I started my firm. I
11 have some e-mails from the old firm I worked at, but I
12 have every e-mail from when I started the firm in 2013.
13 So hopefully that context allows you to answer the
14 question.

15 How far back do your work e-mails go in terms of
16 chronological date?

17 **A. 2010.**

18 Q. 2010. Okay. When you send an e-mail on your
19 work phone, it's in the sent folder on your work phone.
20 Is that same e-mail also on your work computer in the
21 sent folder?

22 **A. It should be, yes.**

23 Q. Okay. Have you checked?

24 **A. There are times when I -- yes, I go back to my**
25 **desktop. And just depending on where I'm at. If I'm**

1 **A.** Well, I was requested by legal to provide
2 information on the escalators.

3 Q. Yes. Do you know when that request was made?

4 **A.** Well, yesterday there was a request made --

5 Q. Okay.

6 **A.** -- to make sure that I located e-mails. And
7 then prior to that, like I said -- and I can't give you
8 an exact date -- it might have been 30 days ago, 45 days
9 ago.

10 Q. Okay.

11 **A.** There was a request made for information
12 regarding ThyssenKrupp.

13 Q. Okay. So yesterday -- and, again, not holding
14 you to anything specific because you're not a robot with
15 perfect memory -- but yesterday and 45, 60 days ago,
16 before this two-month window, were you ever asked to
17 find documents or answer questions?

18 **A.** On other legal matters?

19 Q. Or on this case?

20 **A.** No.

21 Q. No. Okay. So the first time you were asked to
22 find documents regarding Thyssen 45, 60 days ago --
23 let's just call it two months -- what kind of searches
24 did you do?

25 **A.** Basically, I provided all the e-mails that I had

1 **between ThyssenKrupp and myself.**

2 Q. Okay. Who did you provide those e-mails to?

3 **A. To our legal department.**

4 Q. Do you know the specific person, the name?

5 **A. Well, Elliott.**

6 Q. Elliott. Okay. When you say "legal
7 department," you mean Elliott?

8 **A. Elliott.**

9 Q. And so you provided all of the e-mails back and
10 forth with Thyssen to Elliott sometime in the last two
11 months?

12 **A. Uh-huh. Yes.**

13 Q. Okay. And so when you did those searches for
14 the ThyssenKrupp e-mails, did you search by -- by
15 individual names, like Larry --

16 **A. No.**

17 Q. -- Panaro?

18 **A. No.**

19 Q. How did you search?

20 **A. ThyssenKrupp.**

21 Q. Okay. So you put ThyssenKrupp into your
22 either --

23 **A. Search --**

24 Q. -- Outlook search --

25 **A. Uh-huh.**

1 Q. -- and then whatever results came up, you took
2 those, and what did you do with those results?

3 **A. I scanned them and sent them to legal.**

4 Q. Okay. Okay. Roughly, approximately how many
5 pages was that? And I know it could have been two
6 months ago. But was it over 100 pages? Was it less
7 than 50? Do you have a rough guess?

8 **A. More than a hundred.**

9 Q. Okay. Was it more than 300?

10 **A. Don't know that.**

11 Q. Okay. But it was a substantial amount of
12 documents?

13 **A. Yes.**

14 Q. Okay. And so when you say you scanned them, you
15 didn't actually print the e-mails physically? You took
16 each e-mail and turned it into a PDF?

17 **A. Yeah. I scanned -- I scanned it. No, but I did**
18 **copy -- I did copy some of the e-mails, then I scanned**
19 **those and sent those.**

20 Q. Okay. So procedurally, you did the search, you
21 put in Thyssen into the search box, it came up with a
22 bunch of e-mails, you printed them -- and I just want to
23 confirm -- you printed them and then you scanned them
24 to --

25 **A. Yes.**

1 Q. -- to Elliott?

2 A. Yes.

3 Q. That's the process?

4 A. Yes.

5 Q. Okay. Did you do that one search term "Thyssen"
6 and that's it?

7 A. At that time, yes.

8 Q. Okay. All right. And then you didn't do any
9 other searches at the time with those e-mails given to
10 Elliott; correct?

11 A. Yes.

12 Q. Yes, you did searches; or, no, you didn't do
13 searches?

14 A. No, I did not do searches.

15 MS. McLEOD: Yes, you are correct.

16 BY MR. IQBAL:

17 Q. So beyond the Thyssen search variable, there
18 were --

19 A. At that time --

20 Q. -- no other searches?

21 A. -- I only sent ThyssenKrupp e-mails that
22 populated my e-mail --

23 Q. Got it.

24 A. -- search.

25 Q. Okay. Would you be able to pull up the date

1 that you sent them to Elliott? And I don't -- I don't
2 want, you know, any other communications that you had
3 with Elliott. But would you be able to determine, say
4 during a break if you called your assistant, when they
5 were scanned to Elliott, the date?

6 **A. I don't think so.**

7 Q. Okay. But it was within the last two months?

8 **A. Yes.**

9 Q. Okay. All right. Now, yesterday what specific
10 searches did you do on your e-mails?

11 **A. I searched for specific names --**

12 Q. Okay.

13 **A. -- of people that I had worked with --**

14 Q. Okay.

15 **A. -- at ThyssenKrupp.**

16 Q. Okay.

17 **A. And then realized that this was additional to**
18 **what I had originally sent.**

19 Q. Okay.

20 **A. So once I realized that, then I copied, scanned,**
21 **and sent them.**

22 Q. Got it. Is there -- do you know why -- any
23 reason why they did not come up when you did the
24 original search for Elliott two months ago?

25 **A. I don't know.**

1 Q. Okay.

2 A. I don't know if it just didn't pick it up in the
3 system. You know, because specifically when I put in
4 Scott Olsen -- because that's, you know, it says
5 ThyssenKrupp right on it -- but for whatever reason --
6 at least not that I'm aware of --

7 Q. Okay.

8 A. -- but they specifically came up under that
9 name, so --

10 Q. Got it. Okay. Now, did the search for Elliott
11 that took place 30 or 45 or 60 days ago, when you put in
12 Thyssen and all of those e-mails populated the search
13 and then you printed them, did you withhold any e-mails?

14 A. No.

15 Q. Okay. You printed every single e-mail that came
16 up in the system?

17 A. Every single e-mail.

18 Q. Okay. Yesterday, what specific names -- and you
19 mentioned Scott Olsen -- so let's assume -- please
20 confirm for me that you put Scott Olsen into your
21 search.

22 A. Scott Olsen and Larry Panaro -- and I -- to be
23 honest with you, I don't remember if Paul Hamrick was in
24 there as well.

25 Q. So you did three separate searches?

1 **A. Yes.**

2 Q. Okay. Did you do more than three?

3 **A. No.**

4 Q. Did you withhold any of those e-mails that
5 populated?

6 **A. No.**

7 Q. Okay. So you -- any e-mail that showed up, you
8 printed it and you scanned it?

9 **A. Yes.**

10 Q. I'm assuming you scanned it to counsel?

11 **A. Yes.**

12 Q. Okay. Outside of the search for Elliott,
13 Thyssen, and outside of the search of the individual
14 names -- Olsen, Panaro, Hamrick -- have you done any
15 other searches?

16 **A. I didn't search for Elliott.**

17 Q. I'm sorry. I'm sorry. Okay. Outside of the
18 search that you -- that you did on -- because Elliott
19 asked you 30 days ago or 45 days ago -- and that search
20 specifically was ThyssenKrupp?

21 **A. Yes.**

22 Q. Okay. And outside of the search yesterday which
23 was for Scott Olsen, Larry, Paul, you have not conducted
24 any other searches; correct?

25 **A. Yes.**

1 Q. That's correct?

2 A. Yes.

3 Q. Okay. So no other searches?

4 A. No other searches.

5 Q. Okay. Did you search for any e-mails that you
6 sent to Alan or that you sent to Mike or Jackie
7 regarding the escalator?

8 A. I didn't specifically search for any of those.

9 Q. Okay. Or have you ever been instructed to
10 search for those?

11 A. No.

12 Q. All right. Were you ever instructed to search
13 for e-mails regarding the escalator that you sent to
14 Nicholas or Mike Shure?

15 A. No.

16 Q. Were you instructed to search for any e-mails
17 regarding the escalator that you sent to Clint?

18 A. No.

19 Q. Okay. And how about Chris McComas?

20 A. No.

21 Q. Okay. So you've never been instructed to search
22 for e-mails regarding the escalator that you sent to
23 Chris?

24 A. No.

25 Q. Okay. And how about Jackie?

1 Q. Okay.

2 A. I mean --

3 Q. It's a pretty frequent topic?

4 A. I can't be specific, but it's a frequent topic.

5 Q. Okay. Okay. So would you say that you had
6 e-mail correspondence with Thyssen at least once every
7 month or two months regarding the escalator?

8 A. Absolutely.

9 Q. Okay. Since 2010, when your e-mails started?

10 A. Oh, yeah. Absolutely.

11 Q. Okay. And would you say you continued to have
12 e-mail correspondence with Thyssen regarding the
13 escalator once every month or two months at least,
14 today?

15 A. This is an assumption, but I would say yes.

16 Q. Okay. So given that it was the down escalator
17 and there have been issues with the steps, it has been a
18 topic of frequent conversation with Thyssen?

19 A. Well, it might not necessarily be specific to
20 the steps. It may be a comb plate that's broken --

21 Q. Right.

22 A. -- top plate screws that are loose. I know we
23 had to replace a transmission on it -- not replace it;
24 rebuild it. The bearings went out. Handrails came
25 loose.

1 steps, and you said it's not just the steps.

2 **A. No.**

3 Q. It could be the --

4 **A. Handrails.**

5 Q. Handrails?

6 **A. It can be rollers.**

7 Q. Rollers?

8 **A. It could be, you know, noise.**

9 Q. Right.

10 **A. Somebody dropped their keys.**

11 Q. So then you would say -- it's fair to say there
12 have been a number of safety operational mechanical
13 issues with the down escalator?

14 **A. Yes.**

15 Q. Okay. Over the years?

16 **A. Yes.**

17 Q. And especially in 2012 and 2015 --

18 **A. Well --**

19 Q. -- with the steps?

20 **A. Yes. Because it's documented.**

21 Q. Got it. I want to just introduce one document
22 into evidence, and then we can take the break for lunch.

23 **A. Okay.**

24 MR. IQBAL: I appreciate everyone's indulgence
25 here.

1 going to operate that equipment.

2 Q. I appreciate that. I'm not asking about the
3 State inspector. I'm asking about a statement that
4 somebody --

5 A. No, I know what you're asking me.

6 Q. Hold on.

7 A. It's a tricky question.

8 Q. No, it's not. It's not.

9 A. To me it is.

10 Q. Okay.

11 A. It's very tricky.

12 Q. All right.

13 A. I'm being led into something that is not true.

14 Q. Right. I just want you to say whether this
15 statement is true or not.

16 A. But it's not.

17 Q. I'm going to give you the statement, so --

18 A. Okay.

19 Q. Okay.

20 A. Clarify for me, because I'm not --

21 Q. Okay.

22 A. -- I'm not happy with the question.

23 Q. Okay. Let me ask it very, very cleanly.

24 Have there been -- and this is a yes or no

25 question, so it's very clear for you -- have there been

1 operational and mechanical issues with the escalator,
2 the down escalator, between 2012 and 2017? Yes or no?

3 **A. Yes.**

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

8 **A. Yes.**

9 MS. McLEOD: Objection; improper hypothetical.

10 BY MR. IQBAL:

11 Q. Okay. You can go ahead and answer.

12 **A. Okay.**

13 Q. Yes, you would disagree?

14 **A. I would disagree.**

15 Q. Okay. You would disagree with my statement that
16 there have been no problems with the escalator?

17 MS. McLEOD: Same objection; asked and answered.

18 BY MR. IQBAL:

19 Q. You can go ahead and answer.

20 **A. Okay. Again, I refer back to the statement, I**
21 **have a professional contractor ThyssenKrupp --**

22 Q. Right.

23 **A. -- a professional service and operational**
24 **company maintaining our equipment. I have a State of**
25 **Nevada inspector that tells me that that equipment is**

EXHIBIT 1-M

EXHIBIT 1-M

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

RSPN

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Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC. & GOLDEN NUGGET, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

Plaintiffs,

vs.

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

Defendants.

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

**DEFENDANT GNL, CORP.'S
RESPONSES TO PLAINTIFFS'
SECOND SET OF REQUEST FOR
PRODUCTION OF DOCUMENTS**

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.

COMES NOW, Defendant GNL, CORP. (hereinafter "Defendant"), by and through its
attorney, Alexandra B. M^cLeod, Esq., of the law firm of **GRANT & ASSOCIATES**, pursuant to
Rule 34, of the Nevada Rules of Civil Procedure, and hereby submits its response to Plaintiffs'

Second Set of Request for Production of Documents as follows:

DEFINITIONS

A. “Non-discoverable/Irrelevant” – The Request in question concerns a matter that is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence.

B. “Unduly Burdensome” – The Request in question seeks discovery which is unduly burdensome or expensive, taking into account the needs of the case, limitations on the parties’ resources, and the importance of the issues at stake in the litigation.

C. “Vague” – The Request in question contains a word or phrase which is not adequately defined, or the overall Request is confusing, and GNL is unable to reasonably ascertain what information or documents Plaintiff seeks in the Request.

D. “Overly Broad” – The Request in question seeks information or documents beyond the scope of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly, seeks information or documents which are non-discoverable/irrelevant and is unduly burdensome.

GENERAL OBJECTIONS

1. GNL objects to Plaintiffs’ Instruction No. 1 inasmuch as Plaintiffs cannot unilaterally set the time for electronic service of this Defendant’s responses. Service will be made in due course pursuant to NRCP 34 but may be served or received beyond Plaintiffs’ 5:00 pm PDT deadline.

2. GNL objects to Plaintiffs’ Requests to the extent that they request any information that is protected by any absolute or qualified privilege or exemption, including, but not limited to, the attorney-client privilege, the attorney-work product exemption, and the consulting-expert exemption. Specifically, GNL objects to Plaintiffs’ Requests on the following grounds:

a. GNL objects to Plaintiffs’ Requests to the extent that they seek documents or disclosure of information that protected from disclosure by the attorney-client

1 privilege in accordance with Rule 26 of the Nevada Rules of Civil Procedure and/or applicable
2 case law.

3 b. GNL objects to Plaintiffs' Requests to the extent that they seek
4 documents or disclosure of information that are protected from disclosure by the work-product
5 exemption in accordance with Rule 26(b)(1), (3), and (4) of the Nevada Rules of Civil
6 Procedure and/or applicable case law.

7 c. GNL objects to Plaintiffs' Requests to the extent that they seek
8 documents or information protected from disclosure pursuant to the consultant/expert
9 exemption in accordance with Rule 26(b)(3) and (4) of the Nevada Rules of Civil Procedure
10 and/or applicable case law.

11 d. GNL objects to Plaintiffs' Requests to the extent that they seek trade
12 secrets, commercially sensitive information, or confidential proprietary data entitled to
13 protection under Rule 26(c)(7) of the Nevada Rules of Civil Procedure. See also NRS 49.325.

14 3. GNL objects to Plaintiffs' Requests pursuant to Rule 33(d) of the Nevada Rules
15 of Civil Procedure in that Plaintiff seeks a compilation or summary of information which can be
16 gleaned from documents Defendant has agreed to produce to Plaintiff herein.

17 4. GNL objects to Plaintiffs' Requests to the extent they seek information,
18 documentation, etc., which are not in Defendant's or Defendant's attorneys' possession,
19 custody, or control.

20 5. These responses will be made on the basis of information and writings available
21 to and located by GNL upon reasonable investigation of records. There may be other and
22 further information respecting the Requests propounded by Plaintiff of which GNL despite its
23 reasonable investigation and inquiry, are presently unaware. GNL reserves the right to modify
24 or enlarge any response with such pertinent additional information as it may subsequently
25 discover.

26 6. No incidental or implied admissions will be made by the responses to Requests.
27 The fact that GNL may respond or object to any Request, or any party thereof, shall not be
28

1 deemed an admission that GNL accepts or admits the existence of any fact set forth or assumed
2 by such Request, or that such response constitutes admissible evidence. The fact that GNL
3 responds to part of any Request is not to be deemed a waiver by GNL of his objections,
4 including privilege, to other parts to such Request.

5 7. GNL objects to any instruction or Requests to the extent that same would impose
6 upon GNL greater duties than are set forth under the Nevada Rules of Civil Procedure. GNL
7 will supplement its responses to those Requests as required by NRCP 26(e).

8 8. All response will be made solely for the purpose of this action. Each response
9 will be subject to all objections as to competence, relevant, materiality, propriety and
10 admissibility, and to any and all other objections on any ground which would require the
11 exclusion from evidence of any statement herein if any such statements were made by a witness
12 present and testifying at trial, all of which objections and grounds are expressly reserved and
13 may be interposed at such hearings.

14 9. GNL adopts by reference the above objections and incorporates each objection as
15 if it was fully set forth below in each of Defendant's responses.

16 **REQUEST NO. 9:**

17 Please produce ALL DOCUMENTS, WRITINGS AND CORRESPONDENCE
18 RELATING to ANY "Elevator Accident Reports" issued by the State of Nevada's Division of
19 Industrial Relations (including but not limited to the Mechanical Compliance Section)
20 (collectively, the "State of Nevada") OR its PEOPLE, RELATING to the ESCALATOR from
21 the date of its installation to September 1, 2017.

22 **RESPONSE TO REQUEST NO. 9:**

23 OBJECTION: This Request is vague, overly broad, as it is not limited in temporal scope,
24 unduly burdensome, compound, and assumes facts not in evidence. FURTHER OBJECTION:
25 The information sought in this Request is equally available, if at all, to the Requesting Party
26 through a records request or subpoena to the State of Nevada's Division of Industrial Relations;
27 therefore, responding to this Request would be unreasonably time-consuming, burdensome, and
28

1 unfair. *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014 WL 496936 (D.
2 Nev. Feb. 6, 2014). Subject to and without waiving the foregoing objections, this answering
3 Defendant responds as follows:

4 Upon information and belief, the Subject Escalator was installed circa 1979, and
5 therefore, Defendant would not have records from the date of its installation. This answering
6 Defendant is not in possession of any responsive documents titled “State of Nevada Elevator
7 Accident Report” other than **EXHIBIT G (GNL 000029)** to Defendants’ Initial NRCP 16.1
8 Disclosure.

9 **REQUEST NO. 10:**

10 Please produce ALL DOCUMENTS, WRITINGS AND CORRESPONDENCE in
11 YOUR possession RELATING to the Elevator Accident Reports identified in Request No. 9
12 above.

13 **RESPONSE TO REQUEST NO. 10:**

14 **OBJECTION:** This Request is vague, overly broad, as it is not limited in temporal scope,
15 unduly burdensome, compound, and assumes facts not in evidence. **FURTHER OBJECTION:**
16 The information sought in this Request is equally available to the Requesting Party through a
17 records request or subpoena to the State of Nevada’s Division of Industrial Relations. Therefore,
18 responding to this Request would be unreasonably time-consuming, burdensome, and unfair.
19 *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014 WL 496936 (D. Nev.
20 Feb. 6, 2014). Subject to and without waiving the foregoing objections, this answering
21 Defendant responds as follows:

22 None. Please refer to Defendant’s response to Request No. 9, as set forth above.

23 **REQUEST NO. 11:**

24 Please produce ALL DOCUMENTS, WRITINGS AND CORRESPONDENCE in
25 YOUR possession RELATING to ANY violations CONCERNING the ESCALATOR, from
26 January 1, 2010 to September 1, 2017.

27 . . .
28

RESPONSE TO REQUEST NO. 11:

OBJECTION: This Request is vague, overly broad, as it is not adequately limited in temporal scope or similar-type incidents, unduly burdensome, compound, lacks foundation, and assumes facts not in evidence. Any information on subsequent incidents is outside the scope of discovery provided by NRCP 26. *See, e.g., Walker vs. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. Lexis 24122 (Montana 2007) (declining to require the production of claims information post the Plaintiff's incident). FURTHER OBJECTION: The term "violations" is undefined, argumentative, and ambiguous, and, therefore, is subject to multiple interpretations. Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to the Subject Incident as follows:

Please refer to information contained in documents previously produced as **GNL000053-000106**, as well as documents served contemporaneously herewith as **GNL000346-000360**. Please note that these documents are sometimes titled "Notice of Violation & Inspection."

REQUEST NO. 12:

Please produce ALL inspection reports AND CORRESPONDENCE of ANY kind from the State of Nevada OR its PEOPLE, OR ANY other regulator, RELATING to the ESCALATOR, from January 1, 2010 to September 1, 2017.

RESPONSE TO REQUEST NO. 12:

OBJECTION: This Request is vague, overly broad, as it is not adequately limited in temporal scope or similar-type incidents, unduly burdensome, compound, lacks foundation, and assumes facts not in evidence. Any information on subsequent incidents is outside the scope of discovery provided by NRCP 26. *See, e.g., Walker vs. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. Lexis 24122 (Montana 2007) (declining to require the production of claims information post the Plaintiff's incident). FURTHER OBJECTION: The term "regulator" is ambiguous and undefined, and therefore subject to multiple interpretations. Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to

the Subject Incident as follows:

Please refer to information contained in documents previously produced as **GNL 000029**, **GNL 000048-000051**, **GNL 000053-000106**, as well as documents served contemporaneously herewith as **GNL 000346-000360** and **GNL 000408-000418**.

REQUEST NO. 13:

Please produce ALL follow-up reports to “Report No. 200” RELATING to the INCIDENT.

RESPONSE TO REQUEST NO. 13:

OBJECTION: This Request is vague and ambiguous as the Incident Report (previously produced as GNL000001-000014) is designated as “Case # 2015-00200” not “Report No. 200.”

FURTHER OBJECTION: This Request is also overly broad, unduly burdensome, and compound, as well as assumes facts not in evidence. Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

Not Applicable. Defendant is not in possession of any documents responsive to this Request.

REQUEST NO. 14:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS CONCERNING ANY follow up reports to Report 200 that RELATE to the INCIDENT.

RESPONSE TO REQUEST NO. 14:

OBJECTION: This Request is vague and ambiguous as the Incident Report (previously produced as GNL000001-000014) is designated as “Case # 2015-00200” not “Report No. 200.”

FURTHER OBJECTION: This Request is also overly broad, unduly burdensome, and compound, as well as assumes facts not in evidence. Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

Not Applicable. Defendant is not in possession of any documents responsive to this Request.

...

REQUEST NO. 15:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS that RELATE to Report No. 200.

RESPONSE TO REQUEST NO. 15:

OBJECTION: This Request is vague and ambiguous as the Incident Report (previously produced as GNL000001-000014) is designated as "Case # 2015-00200" not "Report No. 200."

FURTHER OBJECTION: This Request is also overly broad, unduly burdensome, and compound, as well as assumes facts not in evidence. Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

Please see documents previously produced as **GNL000015-000029** and **GNL000048-000052**.

REQUEST NO. 16:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS RELATING to the ESCALATORS exchanged between YOU and ANY of the other defendants to this action AND the State of Nevada or its PEOPLE between January 1, 2012 and September 10, 2017.

RESPONSE TO REQUEST NO. 16:

OBJECTION: This Request is vague, compound, overly broad as not adequately limited in temporal scope, unduly burdensome, and assumes facts not in evidence. FURTHER

OBJECTION: This Request seeks information that may be confidential and/or protected by attorney-client and/or attorney-work product privilege. Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to the Subject Incident as follows:

Please see documents previously produced as **GNL 000048-000051**, **GNL 000053-000106**, **GNL 000171-000172**, as well as documents served contemporaneously herewith as **GNL 000346-000360** and **GNL 000408-000418**.

...

REQUEST NO. 17:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS RELATING to ANY suggested, anticipated, planned, approved OR actual modernization, modification, or alteration of the ESCALATOR between the date of its installation and September 1, 2017.

RESPONSE TO REQUEST NO. 17:

OBJECTION: This Request is vague, overly broad, as it is not adequately limited in temporal scope or similar-type incidents, unduly burdensome, compound, lacks foundation, and assumes facts not in evidence. Any information on subsequent incidents is outside the scope of discovery provided by NRCP 26. *See, e.g., Walker vs. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. Lexis 24122 (Montana 2007) (declining to require the production of claims information post the Plaintiff's incident). FURTHER OBJECTION: The terms "modernization", "modification," and "alteration" are undefined and ambiguous, and therefore, are subject to multiple interpretations. Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to the Subject Incident as follows:

Please see documents previously produced as **GNL 000048-000051, GNL 000053-000106, GNL 000171-000172**, as well as documents served contemporaneously herewith as **GNL 000346-000360**.

REQUEST NO. 18:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS CONCERNING ANY repairs OR part-replacements RELATING to the ESCALATOR between the date of its installation and September 1, 2017.

RESPONSE TO REQUEST NO. 18:

OBJECTION: This Request is vague, overly broad, as it is not adequately limited in temporal scope or similar-type incidents, unduly burdensome, compound, lacks foundation, and assumes facts not in evidence. Any information on subsequent incidents is outside the scope of discovery provided by NRCP 26. *See, e.g., Walker vs. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. Lexis 24122

(Montana 2007) (declining to require the production of claims information post the Plaintiff's incident). Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to the Subject Incident as follows:

Please see documents previously produced as **GNL 000048-000051, GNL 000053-000106, GNL 000171-000172**, as well as documents served contemporaneously herewith as **GNL 000346-000360**.

REQUEST NO. 19:

Please produce ALL Reports No. 1 through No. 199.

RESPONSE TO REQUEST NO. 19:

OBJECTION: This Request is vague and ambiguous as the Incident Report (previously produced as GNL000001-000014) is designated as "Case # 2015-00200" not "Report No. 200."

The security incident and response reports are numbered sequentially, and reports numbered earlier in the sequence are for wholly unrelated incidents in different areas of the property.

Defendant agrees to produce prior incident reports pertaining to the down escalator only, which can be argued to be reasonably calculated to lead to the discovery of admissible evidence.

FURTHER OBJECTION: This Request is vague, overly broad as it is not limited in temporal scope, unduly burdensome, assumes facts not in evidence, compound, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. FURTHER

OBJECTION: This Request seeks documents that are protected by the privacy rights of third parties, and beyond the scope provided by Nevada Rules of Civil Procedure and, specifically,

Rule 26, as it seeks information that is protected personal information under NRS chapter 603A, Protected Health Information under HIPAA, as well as protected by customers' rights to

privacy. No exceptions exist for discovery and Defendant cannot disclose information responsive to this request without violating its security responsibilities as a Data Collector in

Nevada. The Requesting Party has failed to show a compelling need for this discovery. Subject to and without waiving the foregoing objections, this answering Defendant responds with

documents no more than five years prior to the Subject Incident as follows:

Please see documents previously produced as **GNL000107-170**, as well as documents served contemporaneously herewith as **GNL 000361-000407**.

REQUEST NO. 20:

Please produce ALL subsequent reports following Report No. 200, up to and including any reports dated September 1, 2017.

RESPONSE TO REQUEST NO. 20:

OBJECTION: This Request is vague and ambiguous as the Incident Report (previously produced as GNL000001-000014) is designated as "Case # 2015-00200" not "Report No. 200." The security incident and response reports are numbered sequentially, and reports numbered earlier in the sequence are for wholly unrelated incidents in different areas of the property.

Defendant has produced prior incident reports pertaining to the down escalator only, which can be argued to be reasonably calculated to lead to the discovery of admissible evidence.

OBJECTION: This Request is vague, overly broad as it is not limited in temporal scope, unduly burdensome, assumes facts not in evidence, compound, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence inasmuch as any information on subsequent incidents is outside the scope of discovery provided by NRCP 26. *See, e.g., Walker vs. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. Lexis 24122 (Montana 2007) (declining to require the production of claims information post the Plaintiff's incident). FURTHER OBJECTION: This Request seeks documents that are protected by the privacy rights of third parties, and beyond the scope provided by Nevada Rules of Civil Procedure and, specifically, Rule 26, as it seeks information that is protected personal information under NRS chapter 603A, Protected Health Information under HIPAA, as well as protected by customers' rights to privacy. No exceptions exist for discovery and Defendant cannot disclose information responsive to this request without violating its security responsibilities as a Data Collector in Nevada. The Requesting Party has failed to show a compelling need for this discovery.

...

...

REQUEST NO. 21:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS RELATING to State Inspector Steve Robertson's May 13, 2015 "Elevator Accident Report" (produced by GNL and identified by the bates no. GNL000029) on the ESCALATOR.

RESPONSE TO REQUEST NO. 21:

OBJECTION: This Request is vague, ambiguous, overly broad, unduly burdensome, assumes facts not in evidence. Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

Upon information and belief, Defendant currently has no additional documents responsive to this request. See Robertson deposition at 20:24-21:3 and 58:2-5.

REQUEST NO. 22:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS RELATING to State Inspector Steve Robertson's other Elevator Accident Report(s) – based on his testimony at his August 21, 2017 deposition – on the ESCALATOR AND on ALL other elevators AND escalators at the PREMISES.

RESPONSE TO REQUEST NO. 22:

OBJECTION: This Request is vague, ambiguous, an unintelligible without a specific reference to the deposition testimony/transcript of Mr. Robertson. FURTHER OBJECTION: This Request assumes facts not in evidence, lacks foundation, and is compound and overly broad as it is not adequately limited in temporal scope, alleged incident or Subject Escalator. Requested documentation on other elevators and escalators at the premises is not reasonably calculated to lead to the discovery of admissible evidence and therefore compliance would be unreasonably time-consuming, burdensome, and unfair. *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014 WL 496936 (D. Nev. Feb. 6, 2014) Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

Upon information and belief and based on a search of the term "report" in the word index to Robertson's deposition, there are no documents responsive to this Request.

REQUEST NO. 23:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS RELATING to, AND IDENTIFY ALL other State Inspectors' AND contracted third parties' reports regarding the ESCALATOR (associated with scheduled, unscheduled inspections and accident reports).

RESPONSE TO REQUEST NO. 23:

OBJECTION: This Request is vague, compound, overly broad as it is not limited in temporal scope or alleged incident, unduly burdensome, assumes facts not in evidence, and lacks foundation. Subject to and without waiving the foregoing objections, this answering Defendant responds with documents no more than five years prior to the Subject Incident as follows:

Please see documents previously produced as **GNL 000029, GNL 000048-000051, GNL 000053-000106, GNL 000171-000172**, as well as documents served contemporaneously herewith as **GNL 000346-000360**.

REQUEST NO. 24:

Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS regarding The American Society of Mechanical Engineers ("ASME") AND its guidelines (including ANY training or educational materials regarding shifting ASME standards) in YOUR possession.

RESPONSE TO REQUEST NO. 24:

OBJECTION: This Request is vague, overly broad, and unduly burdensome. FURTHER OBJECTION: This information sought in this Request is equally available to the Requesting Party through a records request or subpoena to The American Society of Mechanical Engineers ("ASME"). Therefore, responding to this Request would be unreasonably time-consuming, burdensome, and unfair. *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014 WL 496936 (D. Nev. Feb. 6, 2014). Subject to and without waiving the foregoing objections, this answering Defendant responds as follows:

1 Upon information and belief, Defendant currently has no documents responsive to this
2 request.

3 **REQUEST NO. 25:**

4 Please produce ALL DOCUMENTS, WRITINGS AND COMMUNICATIONS
5 RELATING to the Americans with Disabilities Act of 1990, as amended (“ADA”) AND its
6 guidelines (including ANY training or education materials) in YOUR possession.

7 **RESPONSE TO REQUEST NO. 25:**

8 OBJECTION: This Request is vague, ambiguous, and unintelligible. The information sought in
9 this Request is equally available to the Requesting Party through a records request or subpoena
10 to the entity regulating the Americans with Disabilities Act of 1990 (“ADA”). Therefore,
11 responding to this Request would be unreasonably time-consuming, burdensome, and unfair.
12 *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014 WL 496936 (D. Nev.
13 Feb. 6, 2014). Subject to and without waiving the foregoing objections, this answering
14 Defendant responds as follows:

15 Upon information and belief, Defendant currently has no documents responsive to this
16 request which relate to the Subject Incident or Subject Escalator.

17 **REQUEST NO. 26:**

18 Please produce copies of ALL discovery including ALL DOCUMENTS, WRITINGS
19 AND COMMUNICATIONS YOU received from ALL non-Plaintiff PERSONS OR PEOPLE
20 involved in this action, including but not limited to other defendants.

21 **RESPONSE TO REQUEST NO. 26:**

22 OBJECTION: This Request is vague, ambiguous, and overly broad. The information sought in
23 this Request is equally available to the Requesting Party through a demand for prior pleadings
24 and discovery. Therefore, responding to this Request would be unreasonably time-consuming,
25 burdensome, and unfair. *See Krause v. Nev. Mut. Ins. Co.*, 2014 U.S. Dist. LEXIS 14872, 2014
26 WL 496936 (D. Nev. Feb. 6, 2014). Subject to and without waiving the foregoing objections,
27 this answering Defendant responds as follows:
28

None at this time other than what has been served on and produced to all parties during the discovery of this case, including Defendants' NRCP 16.1 Disclosures, and all supplements thereto.

NOTE: These responses shall be deemed continuing pursuant to Rule 26(e)(2), and will be supplemented or amended as warranted between the time answers are served and the time of arbitration or trial of this matter.

DATED this 20th day of October, 2017.

GRANT & ASSOCIATES



ALEXANDRA B. MCLEOD, ESQ.

Nevada Bar No. 8185

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC. and
GOLDEN NUGGET, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 20th day of October, 2017, I served a true and correct copy of the foregoing **DEFENDANT GNL, CORP.'S RESPONSES TO PLAINTIFFS' SECOND SET OF REQUEST FOR PRODUCTION OF DOCUMENTS** by serving as follows:

☒ Through the Court authorized electronic mail to all parties listed on the master service pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR;
☐ Depositing said document(s) with the U.S. Postal Service;
addressed to the following person(s) at the address(es) listed below:

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

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, NV 89101
*Attorney for Third-Party Defendant,
ThyssenKrupp Elevator Corporation*

/s/ Camie Devoge

An Employee of **GRANT & ASSOCIATES**

EXHIBIT 1-N

EXHIBIT 1-N

JNB02086

1 **accident, a property related accident.**

2 Q. Okay. Where did the accident occur?

3 **A. In the south parking garage --**

4 Q. Okay.

5 **A. -- in Las Vegas.**

6 Q. All right. And that was the one deposition that
7 you had in '07. Have you testified at trial?

8 **A. Yes.**

9 Q. Okay. Was it also in the same case?

10 **A. Same case.**

11 Q. Okay. And when was that testimony?

12 **A. 2009, possibly.**

13 Q. And if you recall, what was the result of that
14 case?

15 **A. They found in case of the defendant (sic).**

16 Q. Okay. So they found in favor of Nugget?

17 **A. They did.**

18 Q. Okay. What was the plaintiff claiming in that
19 case?

20 **A. I don't know the exact charges off the top of my**
21 **head. Wrongful death, I think.**

22 Q. Okay. And what were the subject matters, the
23 kinds of questions that you were asked?

24 **A. Questions related to the parking garage itself.**

25 Q. Okay. What's your job title?

1 **A. Vice President of Engineering.**

2 Q. How long have you been Vice President of
3 Engineering?

4 **A. Ten years.**

5 Q. Okay. And before you were Vice President of
6 Engineering, did you have any other jobs with Nugget?

7 **A. I was the Director of Facilities when I first**
8 **came back in '07. And prior to that, I was an Assistant**
9 **Chief. And I started there an engineer, HVAC**
10 **technician.**

11 Q. So when you say you came back in 2007 you were
12 the Director of Facilities, was there a period of time
13 when you were employed somewhere else and you started at
14 Nugget?

15 **A. I worked for the Las Vegas Convention Visitors**
16 **Authority for approximately 23 months.**

17 Q. What were you doing for the Convention
18 Authority?

19 **A. I was Assistant Director over Facilities.**

20 Q. Okay. So we're kind of working backwards. But
21 before coming back to Nugget in '07, you were with the
22 Convention Authority for approximately two years?

23 **A. That's correct.**

24 Q. And before your stint with the Convention
25 Authority were you with Nugget?

1 this statement that you now disagree with?

2 **A. I do not.**

3 Q. Did anyone ask you, prior to this March date
4 from last year, or the January date of the original
5 responses, did anyone ask you to review your e-mails?

6 **A. No.**

7 Q. Did anyone ask you prior to this March date in
8 2017, and the original January 2017 -- or February 2017
9 responses from Nugget, did anyone ask you to do any
10 document searches or review any of your information?

11 **A. What are the dates?**

12 Q. Before March 3rd, 2017. So last year.

13 **A. So before March of 2017?**

14 Q. Correct.

15 **A. No.**

16 Q. Okay. Has anyone asked you since that time to
17 review your e-mails and documents and anything related
18 to the escalator in question?

19 **A. No.**

20 Q. Have you ever done a search through your e-mails
21 for relevant e-mails or communications or documents
22 related to the down escalator?

23 **A. No.**

24 Q. Okay.

25 MR. IQBAL: I am now handing what's going to be

1 **A. No.**

2 Q. Okay. Our incident happened -- our incident
3 happened May 12th, 2015. And if you refer to the
4 Account History Report, that second page of the Account
5 History report has our incident, May 12th, 2015. And
6 then right above that it has another accident on the
7 escalator, May 25th, 2015. Do you see that, sir?

8 **A. Yes.**

9 Q. Okay. When did you first become aware of this
10 accident that is at the heart of this case? So
11 referring to the incident from May 12th, 2015. When did
12 you first become aware of that incident?

13 **A. Like I said, it was -- it was February or March**
14 **of this year, '18.**

15 Q. Of this year?

16 **A. Of this year.**

17 Q. Okay. So before February or March of this year,
18 you had no knowledge whatsoever of the accident on the
19 12th?

20 **A. No.**

21 Q. Okay. So you did not know about this accident?

22 **A. I did not know.**

23 Q. Until this year?

24 **A. Yes.**

25 Q. Okay. When did you become aware of the incident

EXHIBIT 1-O

EXHIBIT 1-O

1 MS. BEAL: Kimberly Beal for ThyssenKrupp.

2 BY MR. IQBAL:

3 Q. Mr. Smith, who's your employer?

4 A. Golden Nugget.

5 Q. And your position?

6 A. Risk manager.

7 Q. And have you been deposed before?

8 A. Yes.

9 Q. How many times?

10 A. Probably more than 15 and fewer than 25.

11 Q. Okay. So it's not your first rodeo?

12 A. No.

13 Q. That's good. That's good. So we'll skip some
14 of the introductory instructions that I'm sure you've
15 heard many, many times, and that's why I asked you that.

16 You said that between 15 and 25 depositions.

17 How many on behalf of Golden Nugget?

18 A. All of them.

19 Q. Okay. So 15 to 25 depositions, all with -- or
20 behalf of Golden Nugget. And how long have you been
21 with the company?

22 A. Since March 31st, 2005.

23 Q. Now, we don't need to go through all roughly 20,
24 but what were these depositions -- what kind of cases
25 were these depositions associated with?

1 **A. That's fine.**

2 Q. Okay. During this lunch break, did you discuss
3 with anyone your testimony from this morning?

4 **A. No.**

5 Q. Okay. During this lunch break, did you discuss
6 any documents associated with this case with anyone?

7 **A. I believe our discussion was completely limited**
8 **to bulgogi.**

9 (Reporter's clarification.)

10 THE WITNESS: Bulgogi. That's the Korean meat
11 dish I had.

12 (Discussion held off the record.)

13 BY MR. IQBAL:

14 Q. Got it. Okay. So you didn't discuss with
15 anyone this case or your answers in this case or
16 anything coming up in this afternoon?

17 **A. No.**

18 Q. Okay. All right. Now, before lunch you stated
19 that you found out, quote, very recently, close quote,
20 about the plaintiff here having a broken neck. You made
21 a point of saying "very recently." Do you just roughly
22 recall when you found out?

23 MS. McLEOD: Objection; asked and answered.

24 THE WITNESS: Yeah. Just -- it's been recently,
25 but -- like, I didn't know about it probably a month

1 ago, I wasn't aware of it.

2 BY MR. IQBAL:

3 Q. A month ago you weren't aware of it?

4 A. No.

5 Q. Okay. So sometime in the last month?

6 A. Yes.

7 Q. And just to confirm, you don't recall who told
8 you?

9 A. No, I do not.

10 Q. Okay. Typically, when you're informed about
11 injuries associated with cases such as this one, who
12 would tell you, typically?

13 A. In most cases, I would hear about it from the
14 person that had it happened to or, you know, somebody
15 operating on their behalf prior to initiation of a
16 lawsuit, usually before counsel even. It's not unusual
17 for them sending medical documents or something like
18 that.

19 Q. Okay. But that probably didn't happen here,
20 because you found out in the last month; correct?

21 A. Correct.

22 Q. Okay. So if it's not, as you said, typically
23 from the person that the injury happened to or someone
24 associated with them, who else would tell you about case
25 injuries?

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

4 A. I probably read them at the time.

5 Q. Okay.

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

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

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

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

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

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

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

23 Q. Right.

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

25 Q. So you didn't write this?

1 **A. No.**

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

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

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

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

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

23 **A. It sounds right.**

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

1 **A. No.**

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

8 **A. Yes.**

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

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

14 Q. You don't know?

15 **A. No.**

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

18 **A. No.**

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

22 **A. Yes.**

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

1 A. Well, I mean, there's no way for me to determine
2 that. I can determine whether it appears that all the
3 statements likely would be there or not. But if there
4 were statements that I'm unaware of or that everyone
5 else is unaware of, there would be no way for me to know
6 that.

7 And I -- I mean, like I said, without actually
8 seeing the stuff, I don't even know that I ever saw any
9 of it. But typically I'm going to see all the stuff
10 that is in that form, the exhibits.

11 Q. Got it. But you didn't draft this --

12 A. No.

13 Q. -- Answer?

14 A. No.

15 Q. Sorry. It was cut off in the middle, so let me
16 just ask that full question again before you answer.

17 You didn't draft the Supplemental Response to
18 Interrogatory No. 18?

19 A. No.

20 Q. Okay. Did you have any changes to this response
21 when you read it?

22 A. No.

23 Q. What investigation or investigations are you
24 aware of that were conducted to determine whether there
25 were any other statements?

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

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

5 **A. Not that I was involved in.**

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

9 **A. It would typically be counsel.**

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

12 **A. Staff counsel, yes.**

13 Q. Okay.

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

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

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

19 Q. But you're not sure?

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

24 Q. Right.

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

1 BY MR. IQBAL:

2 Q. Okay. Looking at Page 10, right before your
3 verification -- actually, two pages in front of your
4 verification -- so we're looking here, sir, on this page
5 at Supplemental Response to Interrogatory No. 29. Do
6 you see that?

7 **A. Yes.**

8 Q. Okay. And it's talking about the relationship
9 between Golden -- the GNL Corp., Golden Nugget, Inc.,
10 and Landry's, Inc. Do you see that? That's Lines 6
11 through 14.

12 **A. Yes.**

13 Q. Do you see that?

14 **A. Yes.**

15 Q. Did you prepare this answer?

16 **A. No.**

17 Q. Who prepared this answer?

18 **A. I'm guessing it was staff counsel.**

19 Q. But you're not sure?

20 **A. No.**

21 Q. You have no personal knowledge of who prepared
22 it?

23 **A. No. I mean, it looks like Annalisa signed it,**
24 **so presumably she was at least involved in it.**

25 Q. But you don't know?

1 **A. I don't know.**

2 Q. Okay. You just see an electronic signature
3 here?

4 **A. Yes.**

5 Q. What, if anything, did you do to determine if
6 this answer was true?

7 **A. I looked to see whether there was anything that**
8 **would lead me to believe it wasn't true, and there**
9 **wasn't. I was being told by people that would have no**
10 **reason to not put it exactly the way it is.**

11 Q. People told you that the answer was true?

12 **A. The counsel did, yeah.**

13 Q. So you had -- you had conversations about this
14 answer, and they told you that this language is true?

15 MS. McLEOD: Are you asking --

16 BY MR. IQBAL:

17 Q. That's just a yes-or-no question. Did you have
18 conversations regarding this answer?

19 MS. McLEOD: Are you asking about in-house
20 counsel, or are you asking about --

21 MR. IQBAL: No, I'm just asking anyone.

22 BY MR. IQBAL:

23 Q. Did you, yes or no, have a conversation with
24 somebody about the truthfulness of this answer?

25 **A. Yeah. I mean, it was a very brief conversation.**

1 Q. Okay. After this March document, did you do
2 anything else in this case?

3 A. I don't recall.

4 Q. So you have no memory of a follow-up correction
5 document?

6 A. I don't think so.

7 Q. Okay. Were you consulted about the July 2017
8 document?

9 A. Not that I know of. I mean, I may have been,
10 but I don't recall it.

11 Q. Okay. Who's Steve Scheinthal?

12 A. S-c-h-e-i-n-t-h-a-l. I don't know what his
13 title is, but he's the head of the legal department for
14 Landry's.

15 Q. Okay. So you've got Steve, then you've got
16 Elliott, and you've got Julie. Any other Landry's
17 attorneys that you know by name?

18 A. I know there are other Landry's attorneys, but I
19 don't deal with any of them.

20 Q. Have you talked -- and I don't want to know any
21 details. It's just a yes-or-no question. Have you
22 talked to Steve about this case?

23 A. No.

24 Q. Ever?

25 A. No.

1 do a lot of e-mails that way.

2 Q. Is that just something you automatically do with
3 cases that are in litigation?

4 A. Yeah.

5 Q. Okay. So you automatically reviewed your
6 e-mails related to this incident after receiving the
7 Complaint and Summons?

8 A. Yes.

9 Q. Okay. But no one specifically has asked you to
10 review your e-mails; correct?

11 A. Not that I recall. They may have at some point,
12 but I don't recall.

13 Q. So as you're sitting here today, you don't
14 remember anyone asking you to do an e-mail search?

15 A. No.

16 MS. McLEOD: No, that's correct; or, no, no one
17 asked you?

18 THE WITNESS: No. No one asked me, that I can
19 recall. Thank you.

20 BY MR. IQBAL:

21 Q. And sitting here today, have you been asked
22 to -- or do you remember being asked to search any of
23 the hard copy files for documents related to this case?

24 A. Well, which --

25 Q. So this case. Has anyone asked you to review

1 your litigation file, for example?

2 **A. No.**

3 Q. Okay. So in terms of preparation, you watched
4 the video, you said you reviewed the security report,
5 you reviewed your interrogatory responses that you
6 verified, and then you had the meeting with Alex.

7 Now, obviously, I don't want to know anything
8 that you talked about with Alex. But during the
9 meeting, did you review any documents?

10 **A. I think we went over the interrogatories --**

11 Q. Okay.

12 **A. -- just in the most brief as possible way.**

13 Q. Did you review any e-mails?

14 **A. No.**

15 Q. Okay. Now, when you mentioned security
16 report -- we're on Exhibit 7; correct?

17 MS. McLEOD: 8.

18 BY MR. IQBAL:

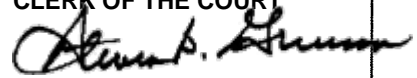
19 Q. Or 8, yeah. So you have what's been labeled as
20 Exhibit 8. Counsel has it. It's GNL000001 to 14. Is
21 this what you reviewed --

22 **A. Yes.**

23 Q. -- Exhibit 8?

24 **A. Yes.**

25 Q. Is it -- so what you reviewed also had 14 pages?



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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 vs.)

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

17 Defendants.)

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

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

24 Third-Party Defendants.)

DATE OF HEARING: 01/08/19
TIME OF HEARING: 9:00 a.m.

25 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S OPPOSITION TO**
26 **PLAINTIFFS' EMERGENCY MOTION FOR REOPENING OF DISCOVERY, COURT**
INTERVENTION, AND SANCTIONS ON ORDER SHORTENING TIME

27 Defendant, thyssenkrupp Elevator Corporation ("TKE"), by and through its attorney of
28 record, REBECCA L. MASTRANGELO, ESQ., of the law firm of ROGERS, MASTRANGELO,

JNB02105

CARVALHO & MITCHELL, hereby files its Opposition to Plaintiffs' Emergency Motion for Reopening of Discovery, Court Intervention, and Sanctions on Order Shortening Time.

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

POINTS & AUTHORITIES

The instant motion should be denied. It is based upon incomplete factual assertions which do not fully inform the Court of important discovery matters critical to the consideration of the motion. Further, it fails to inform that Court of what discovery Plaintiffs seek at this late stage and why such discovery was not undertaken during the lengthy discovery period. Finally, the motion falsely accuses thyssenkrupp of not truthfully answering discovery, which is a serious accusation unfounded in the exhibits and evidence in this case.

I

STATEMENT OF UNDISPUTED FACTS

The following facts are entirely undisputed between the parties and are based upon the filings contained in the court docket and/or the discovery referenced herein.

1. Plaintiffs filed their initial Complaint, which named only the Golden Nugget-related entities, on July 12, 2015.

2. Plaintiffs filed their first Amended Complaint, again naming only the Golden Nugget-related entities, on September 1, 2016.

3. Golden Nugget filed its Third Party Complaint against thyssenkrupp Elevator Corporation on January 23, 2017.

4. thyssenkrupp filed its Answer to the Third Party Complaint on February 17, 2017.

5. On April 18, 2017, thyssenkrupp served its initial Early Case Conference List of Witnesses and Production of Documents. *See Exhibit "A," without attachments.*

6. On November 6, 2017, thyssenkrupp served its Second Supplement to Early Case

1 Conference List of Witnesses and Production of Documents, which production included various
2 emails and work order proposals for the subject escalator. *See Exhibit "B."*

3 7. During the relevant period of time (2015), Christopher Dutcher was the thyssenkrupp
4 mechanic primarily responsible for maintenance of the subject escalator; Scott Olsen was his
5 supervisor; and Larry Panaro was the thyssenkrupp sales representative for the Golden Nugget
6 Laughlin account. *Undisputed.*

7 8. On January 19, 2018, Golden Nugget produced its Twelfth Supplemental Document
8 Production, which included 76 pages of email communications between thyssenkrupp and Golden
9 Nugget pertaining to the subject escalator. *See Exhibit "C," without attachments.*

10 9. On January 24, 2018, Plaintiffs' counsel deposed Golden Nugget employee, Don
11 Hartmann for over six hours, during which Mr. Hartmann testified about the escalator steps, their
12 replacement in 2012, and the issues surrounding cracked steps and replacement thereof in 2015.
13 *Undisputed.*

14 10. On February 1, 2018, Golden Nugget produced its Thirteenth Supplemental
15 Document Production, which included 116 additional pages of email communications between
16 thyssenkrupp and Golden Nugget. *See Exhibit "D," without attachments.*

17 11. On February 6, 2018, thyssenkrupp responded to Plaintiffs' First Set of Requests for
18 Production of Documents, in which Plaintiffs sought, inter alia, email communications between
19 thyssenkrupp and Golden Nugget, stating that it "has not located any documents responsive to [the
20 Requests] other than those previously produced in thyssenkrupp Elevator Corporations, Second
21 Supplement to Early Case Conference Production of Documents." *See Exhibit "E."*

22 12. The down escalator at Golden Nugget Laughlin had some or all of its steps replaced
23 in 2012. *Undisputed.*

24 13. On May 12, 2015, Plaintiff Joe Brown fell on the down escalator at Golden Nugget
25 Laughlin. *Undisputed.*

26 14. The State of Nevada, as required by administrative code, inspected the escalator on
27
28

1 May 13, 2015, and its inspector determined that the condition of the escalator was "good" and that
2 Plaintiff fell due to "loss of balance" with a contributing factor being that Plaintiff was using the
3 escalator with a cane. *See Exhibit "F."*

4 15. The emails produced by thyssenkrupp in 2017 pertain to the cracked steps and
5 proposals for the replacement of same in 2012. *See Exhibit "B."* All of the Golden Nugget
6 deponents (Don Hartmann, Clint Belka and Richard Smith) as well as the thyssenkrupp mechanic,
7 Chris Dutcher, testified at length about the same. The representations in the moving papers that
8 somehow the Defendants somehow "hid" this information is patently **false**.

9 16. In 2017, counsel for thyssenkrupp requested that anyone in the thyssenkrupp Las
10 Vegas office who had responsibility for the Golden Nugget Laughlin escalators search their
11 computers (and hard files) for any emails (or other documentation) pertaining to the down escalator
12 at issue. All of the emails obtained were produced in thyssenkrupp's Second Supplement to Early
13 Case Conference List of Witnesses and Production of Documents. *See Exhibit "G," Affidavit of*
14 *Rebecca L. Mastrangelo, Esq. and Exhibit "B."*

15 17. Unbeknownst to Attorney Mastrangelo, once an email is deleted at the local office,
16 it become irretrievable at the local level. When that occurs, the IT department must obtain any
17 deleted email communications through an archival back up system. *See Exhibit "H," Affidavit of*
18 *Scott Silitsky and Exhibit "G," Affidavit of Rebecca a L. Mastrangelo, Esq.*

19 18. In 2018, after discussions with Plaintiffs' counsel about Chris Dutcher's testimony
20 about alleged email communications, counsel for thyssenkrupp reached out to the thyssenkrupp in-
21 house legal department to see what more could be done to search for any email communications
22 involving Christopher Dutcher pertaining to the subject escalator. The search was performed
23 through thyssenkrupp's archival back up system. The emails contained therein, pertaining to the
24 subject escalator, were immediately produced in thyssenkrupp's Seventh Supplement to Early Case
25 Conference List of Witnesses and Production of Documents. *See Exhibit "I."* No emails pertaining
26 to the subject escalator were withheld.

19. Every single email produced in thyssenkrupp's Seventh Supplement post-dates the Plaintiffs' incident. *See Exhibit "I."*

II

ARGUMENT

A. Although Mr. Dutcher's emails were produced later in the litigation, they contain no information which Plaintiffs had not already received or discovered through other documents and depositions.

As set forth above in the Statement of Undisputed Facts, thyssenkrupp produced email communications and work order proposals discussing the potential, and actuality, of cracked steps in the Kone-manufactured down escalator at the Golden Nugget in Laughlin. Thus, Plaintiffs were informed of the issue as far back as November of 2017. Indeed, in the depositions Plaintiffs took of Golden Nugget and thyssenkrupp personnel in 2017 and 2018, the issue was thoroughly discussed, and Plaintiffs' escalator expert based her opinions on the documents and the testimony.

While some additional emails were located from a deleted data base in 2018, there is no new, different, or additional information contained within those emails which was not previously known to Plaintiffs' counsel. Therefore, Plaintiffs have not been harmed in any way.

B. All of the email communications produced in November of 2018 post date Plaintiffs' incident and, therefore, cannot be used to show notice of a defective condition.

While the emails at issue are discoverable, as they all post-date the subject incident, their admissibility remains an issue for the court to address at a later date. However, what is certain is that the emails cannot be used to show notice of a defective condition, either to Golden Nugget or to thyssenkrupp, for the reason that none of the emails were authored prior to Plaintiffs' incident, and none reflect any knowledge that thyssenkrupp was aware of the cracked steps prior to Plaintiffs' incident. In fact, the undisputed evidence in this case is that, while the Kone steps had the potential for cracking and did crack at some point around 2012, neither thyssenkrupp nor Golden Nugget were aware of additional cracked steps between the step replacement in 2012 and the time of Plaintiff Joe Brown's fall. Indeed, the State of Nevada escalator inspector did not note cracked steps when he

1 inspected the escalator the day after Mr. Brown's fall. *See Exhibit "F."*

2 It was some time after Brown's fall that cracks were found again in the escalator steps which
3 led to the emails and thyssenkrupp's recommendations to Golden Nugget that it replace some or all
4 of the escalator steps. None of this was "news" to Plaintiffs' counsel who has been aware of the
5 2015 cracked steps since at least 2017.

6 C. Plaintiffs' motion fails to identify what additional discovery is being sought and how
7 the few new emails (containing information previously discovered in other forms)
8 require additional discovery.

9 Plaintiffs have deposed multiple Golden Nugget employees at length about the cracked steps
10 issue and other matters. Plaintiffs have likewise deposed Christopher Dutcher regarding the same.
11 The instant motion seeks to reopen discovery yet fails to describe what additional discovery
12 Plaintiffs seek and why they did not conduct the discovery during the almost two years of discovery
13 time.

14 As stated above, the recently produced emails all post-date the Plaintiffs' alleged incident.
15 The fact that thyssenkrupp was advising Golden Nugget Laughlin to replace its escalator steps in
16 October of 2015, five months *after* Plaintiff Joe Brown fell, has no bearing on thyssenkrupp's, or
17 Golden Nugget's, negligence in this case.

18 D. None of thyssenkrupp's discovery responses were false.

19 Contrary to the accusations in Plaintiffs' Motion, thyssenkrupp NEVER made false
20 representations in its discovery responses or otherwise. When asked to produce email
21 communications, thyssenkrupp responded that it had not located any emails other than those it
22 previously produced in November of 2017. *See Exhibit "E."* When additional emails were finally
23 located through the IT department, those emails were supplementally produced. thyssenkrupp has
24 produced all documents responsive to Plaintiffs' requests, even those which have no relevance to
25 the Plaintiffs' claims herein.

26 ///

1 E. Plaintiffs' request for trial continuance and for a delayed hearing on the Motions in
2 Limine (for which Plaintiffs have failed to oppose within the time permitted by the
3 rules) have already been agreed to.

4 Plaintiffs were served with multiple motions in limine filed by the various Defendants. The
5 motions were timely served in accordance with this Court's trial order in effect at the time. Plaintiffs
6 have failed to oppose any of the motions in limine and the time in which to do so has passed. The
7 recently produced emails have nothing to do with the majority of the motions in limine, yet Plaintiffs
8 have used this as an excuse not to timely oppose the motions.

9 Plaintiffs sought a continuance of the hearing on the motions in limine and the Court has
10 already granted that continuance. Plaintiffs sought a trial continuance and the Court has already
11 granted that continuance.

12 F. Plaintiffs are not entitled to sanctions and have not met their burden in
13 requesting same.

14 Simply because a small number of post-incident emails were located and produced later
15 rather than earlier, which neither hindered discovery nor caused a need for additional discovery,
16 Plaintiffs desire sanctions in the form of attorneys fees. Plaintiffs have failed to explain why they
17 believe they are entitled to fees, what fees they believe they are entitled to, and the amount of fees
18 claimed or supported. Plaintiffs have further failed to analyze their request for sanctions under the
19 applicable case, *Young v. Johnny Ribeiro Building, Inc.*, 106 Nev. 88, 787 P.2d 777 (1990). Because
20 of Plaintiffs' failures in their burden on moving for sanction, their request should be summarily
21 denied. Even analyzing under *Johnny Ribeiro*, however, it is clear that Plaintiffs are not entitled to
22 sanctions in this matter.

23 Before turning to an analysis under *Johnny Ribeiro*, it must be pointed out that, while
24 Plaintiffs request sanctions under NRCP 26, they fail to state what discovery responses thyssenkrupp
25 made which were "false" as they claim. Further, if Plaintiffs believed that any of thyssenkrupp's
26 discovery responses were false, incomplete, or insufficient in any manner, they had the opportunity,
27 and obligation, to file a motion to compel before the Discovery Commissioner, during the open

1 period of discovery. Instead, they sat back and waited for discovery to close and now beg for more
2 discovery and sanctions. This is improper procedurally as well as unsupported by Plaintiffs' motion
3 and any evidence provided to this court.

4 Plaintiffs next cite to NRCP 37 and argue that the court can exclude evidence where a party
5 has failed to provide it. Again, they do not explain what evidence they seek to exclude. If they
6 desire the exclusion of the late-discovery emails from Christopher Dutcher, thyssenkrupp does not
7 object to same given that they are largely irrelevant and supported by other testimony and
8 documentation.

9 Plaintiffs seem to accuse thyssenkrupp of not producing the entirety of Mr. Dutcher's email
10 communications. All the emails, pertaining to the subject escalator, which have been located on
11 thyssenkrupp's archived emails, have been produced.

12 Turning to the *Johnny Ribeiro* factors, which this court must analyze in determining whether
13 any sanctions are appropriate, it is important to note that our high court therein held that Rule 37
14 generally authorizes discovery sanctions "only if there has been willful noncompliance with a
15 discovery order of the court." 106 Nev. at 91. There has been no discovery order (and certainly no
16 willful noncompliance) because the Plaintiffs waited until after discovery was closed to raise the
17 issue of missing emails and then chose to short circuit the matter by filing this motion before the
18 court instead of the discovery commissioner. Further, none of the *Johnny Ribeiro* factors support
19 any conduct which deserves sanctions.

20 While there were late-discovered emails, there was no type of willful misconduct or
21 intentional violation of the rules. There has been no prejudice to Plaintiffs as the information
22 contained within the newly found emails was already known to Plaintiffs and was discussed with
23 multiple witnesses as well as experts. No evidence has been irreparably lost. In short, there has
24 been no conduct which is sanctionable and there has been no harm to Plaintiffs.

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III

CONCLUSION

For the reasons set forth above, Plaintiffs' motion should be denied in its entirety.

DATED this 20th day of December, 2018.

ROGERS, MASTRANGELO, CARVALHO &
MITCHELL



REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
700 South Third Street
Las Vegas, Nevada 89101
Attorney for Defendant/Third-Party Defendant
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 20 day of
4 December, 2018, a true and correct copy of the foregoing **DEFENDANT THYSSENKRUPP**
5 **ELEVATOR CORPORATION'S OPPOSITION TO PLAINTIFFS' EMERGENCY**
6 **MOTION FOR REOPENING OF DISCOVERY, COURT INTERVENTION, AND**
7 **SANCTIONS ON ORDER SHORTENING TIME** was served via electronic means with the
8 Eighth Judicial 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

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28



An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL

EXHIBIT A

JNB02115

1 ECC
2 REBECCA L. MASTRANGELO, ESQ.
3 Nevada Bar No. 5417
4 ROGERS, MASTRANGELO, CARVALHO & MITCHELL
5 300 South Fourth Street, Suite 710
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

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
26 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S EARLY CASE
27 CONFERENCE LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS**

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

JNB02116

1 MASTRANGELO, CARVALHO & MITCHELL, hereby submits its Early Case Conference List
2 of Witnesses and Production of Documents as follows:

3 I.

4 WITNESSES

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

8 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
9 incident.

- 10 2. Nettie J. Brown
11 Mohamed A. Iqbal, Jr., Esq.
12 Christopher Mathews, Esq.
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109

13 Plaintiff is expected to testify as to the facts and circumstances surrounding the subject
14 incident.

- 15 3. Chris Dutcher and/or
16 Persons Most Knowledgeable
17 THYSSENKRUPP ELEVATOR CORPORATION
18 c/o Rebecca L. Mastrangelo, Esq.
300 S. Fourth Street, Suite 710
Las Vegas, Nevada 89101

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

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

26 These witnesses are expected to testify as to the facts and circumstances surrounding the
27 subject incident and the investigation of same.

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

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

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 through 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).

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

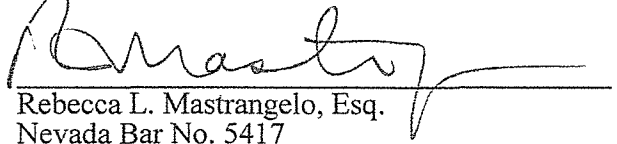
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1 Defendant reserves the right to add to its list of document as discovery proceeds.

2 DATED this 17th day of April, 2017.

3 ROGERS, MASTRANGELO, CARVALHO &
4 MITCHELL

5 
6 Rebecca L. Mastrangelo, Esq.

7 Nevada Bar No. 5417

8 300 South Fourth Street, Suite 710

9 Las Vegas, Nevada 89101

10 Attorney for Defendant

11 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 18th day of
4 April, 2017, a true and correct copy of the foregoing **DEFENDANT THYSSENKRUPP**
5 **ELEVATOR CORPORATION'S EARLY CASE CONFERENCE LIST OF WITNESSES**
6 **AND PRODUCTION OF DOCUMENTS** was served via electronic means with the Eighth
7 Judicial District Court, addressed as follows, upon the following counsel of record:

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

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

15 
16 _____
17 An employee of ROGERS, MASTRANGELO,
18 CARVALHO & MITCHELL
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EXHIBIT B

JNB02121

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

12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

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

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

18 vs.

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

25 Defendants.

26 GNL, CORP., a Nevada corporation;
27
28 Third-Party Plaintiff,

29 vs.

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

34 Third-Party Defendants.

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

38 Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and through its

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

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- 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

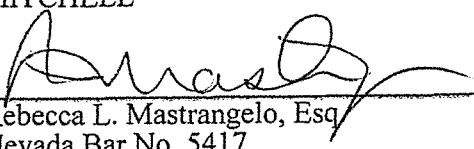
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1 Defendant reserves the right to add to its list of document as discovery proceeds.

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**

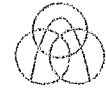
13 Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify
14 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 6 day of
15 November, 2017, a true and correct copy of the foregoing **DEFENDANT THYSSENKRUPP**
16 **ELEVATOR CORPORATION'S SECOND 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

29 
30 An employee of ROGERS, MASTRANGELO,
31 CARVALHO & MITCHELL

Account History Report



thyssenkrupp

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

Customer: GOLDEN NUGGET Customer Number: 1003
Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89029-1520

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

JNB02127

Customer: GOLDEN NUGGET Customer Number: 75047

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

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

JNB02128

Customer: GOLDEN NUGGET Customer Number: 78037

Site Name: GOLDEN NUGGET HOTEL 2800 S CASINO DR LAUGHLIN 89029-1520

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

JNB02129

Customer: GOLDEN NUGGET Customer Number: 79107

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

JNB02130

Customer: GOLDEN NUGGET Customer Number: 78837

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 NUGGET REMOVE 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							

JNB02131

Customer: GOLDEN NUGGET Clubroom Number: 70007

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

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

JNB02132

Customer: GOLDEN NUGGET Customer Number: 70027

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

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 16465236 Task #: 8947603 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, customer relations with don hartman, as per dons request I checked stepprollers 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

JNB02133

Customer: GOLDEN NUGGET Customer Number: 72847

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

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

JNB02134

Customer: GOLDEN NUGGET Customer Number: 75037

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

Preventive Maintenance	Assigned To	Incident Date	Act Start Date	Act End Date	Travel Hrs	Labor Hrs	Total Hrs
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14531602 Task #: 7915706 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted larry panaro Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/16/2015 09:15:00 AM	06/16/2015 09:15:00 AM	06/16/2015 10:00:00 AM	0 hrs 0 mins	0 hrs 45 mins	0 hrs 45 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14531744 Task #: 7915782 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: N/A Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: * PO #: N/A	GASPER, JOSEPH T	06/12/2015 07:00:00 AM	06/12/2015 07:00:00 AM	06/12/2015 05:00:00 PM	1 hrs 0 mins	8 hrs 0 mins	9 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14466046 Task #: 7880793 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: deliver tools/supplies to repair crew Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/11/2015 06:00:00 AM	06/11/2015 06:00:00 AM	06/11/2015 08:00:00 AM	0 hrs 0 mins	2 hrs 0 mins	2 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14420894 Task #: 7856742 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: down escalator, fueled work vehicle,dropped off parts, camérons helper in escalator training and I filled in for the 2nd man in repair team,cleandown unit and prepare for stepchain replacement,assisted in dissassembling chains Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/09/2015 06:00:00 AM	06/09/2015 06:00:00 AM	06/09/2015 12:00:00 PM	0 hrs 0 mins	6 hrs 0 mins	6 hrs 0 mins
SN: US135386 OEM SerNo: CE42505 Description: #2 Down Activity Code: SR #: 14400938 Task #: 7846009 Priority: P3 Standard Payroll Status: PROCESSED Description: TKE Preventive Maintenance Caller: N/A PH: N/A Resolution: assisted repair crew with barricades needed for repair,brought material to jobsite Coverage: PLATINUM PREMIERE FULL MAINT 24 HR CBS INCLUDED ESCALATOR Billable: N PO #: N/A	DUTCHER, CHRISTOPHER M	06/08/2015 09:45:00 AM	06/08/2015 09:45:00 AM	06/08/2015 12:00:00 PM	0 hrs 0 mins	2 hrs 15 mins	2 hrs 15 mins

JNB02135

Customer: GOLDEN NUGGET Customer Number: 75037

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

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

JNB02136

Customer: GOLDEN NUGGET Customer Number: 71897

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

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

JNB02137

Customer: GOLDEN NUGGET Customer Number: 74007

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

JNB02138

Customer: GOLDEN NUGGET Order Number: 75027

Site Name: GOLDEN NUGGET HOTEL 2800 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

JNB02139

Customer: GOLDEN NUGGET Customer Number: 76007

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

JNB02140

Customer: GOLDEN NUGGET Customer Number: 75057

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

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

JNB02141

Customer: GOLDEN NUGGET Customer Number: 7387

Site Name: GOLDEN NUGGET HOTEL 2300 S CASINO DR LAUGHLIN 89025-1520

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

JNB02142

Customer: GOLDEN NUGGET customer Number: 79037

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

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

JNB02143

JNB02144



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.

JNB02146



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, appearing to read "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

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: _____

JNB02148

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ThyssenKrupp Elevator



Repair Order.

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

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

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

Date: _____

Approved by: _____

Title: Branch Manager Date: _____

JNB02150

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.

JNB02152

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.

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, 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

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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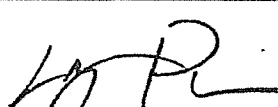

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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	2015-2-117110		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

JNB02159

JNB02160

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.

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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.

ThyssenKrupp Elevator Americas



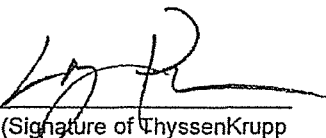
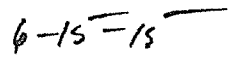
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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

JNB02166

JNB02167

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

JNB02168

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.

JNB02170

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)

Larry Panaro

702-262-6775

Date:

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.

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:

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

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

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

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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:

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

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

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

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

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

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

Laura Fitzgerald

From: Panaro, Larry <Larry.Panaro@thyssenkrupp.com>
Sent: Tuesday, October 31, 2017 11:43 AM
To: Olsen, Scott
Subject: FW: P.O. Confirmation & 50% Deposit Invoice
Attachments: TKE Invoice (GN Laughlin Escalator Steps).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: 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 #3255059

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.

JNB02189

ThyssenKrupp Elevator



Repair Order.

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

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

022814

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By:

(Signature of Authorized Individual)

(Printed or Typed Name)

Title:

Date:

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

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:

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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
Irais, Mendoza

TERMS IMMEDIATE

CONTACT TERRY NUGENT (702) 252-5757

QUANTITY	UNIT	ITEM#	DESCRIPTION	UNIT COST	TOTAL	LINE #
			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			
1.00	Lot	3084016	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 L.

JNB02192

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 or 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. Time: Timely deliveries and/or completions 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 deliveries, 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:VII (a) Workmen's 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 Liability 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. Privileged Licenses: 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 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 license applicant or a revoked 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 a 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 will (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 validity, 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.

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!

www.thyssenkruppelevator.com

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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 4589, larry.panaro@thyssenkrupp.com

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

Hi Don,

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

Please let us know if you have any additional questions.

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

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

<mailto:larry.panaro@thyssenkrupp.com>

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

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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!

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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.



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



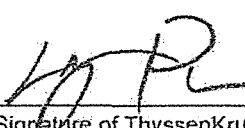
Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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.

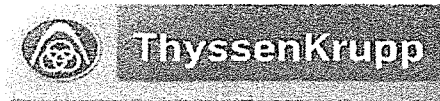
This Work Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator Corporation.

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: <u></u> (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 <u>6-15-15</u> (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

JNB02204

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.



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.



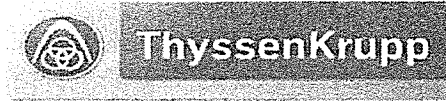
In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., 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



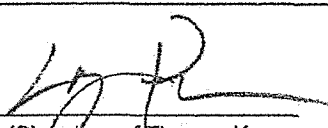

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance and 50% upon completion.

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  _____ (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

JNB02211

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!

www.thyssenkruppelevator.com Facebook · Blog · Twitter · LinkedIn ·
Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com

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)

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!

JNB02213

> Phone: (702) 262-6775
 > Cell: (702) 591-9422
 > Fax: (866) 248-5612
 > <mailto:larry.panaro@thyssenkrupp.com>
 > Monthly Safety Message - Remember: Report all accidents in a timely manner!
 > -----
 > www.thyssenkruppelevator.com Facebook · Blog · Twitter · LinkedIn ·
 > Google+ · YouTube Subscribe to our e-newsletter www.urban-hub.com
 >
 >
 > -----Original Message-----
 > From: Hartmann, Don [<mailto:DHARTMANN@GoldenNugget.com>]
 > Sent: Wednesday, August 05, 2015 3:27 PM
 > To: Panaro, Larry
 > Cc: Olsen, Scott; Alan Trantina; Tom MacDonald
 > Subject: Re: Damaged Escalator Steps (Down Unit)
 >
 > We have the new steps in our Warehouse ready to be scheduled for install.
 >
 > Thank you
 >
 > Sent from my iPhone
 >
 >
 >> On Aug 5, 2015, at 3:24 PM, Panaro, Larry <Larry.Panaro@thyssenkrupp.com> wrote:
 >>
 >> Hi Don,
 >>
 >>
 >>
 >> I hope all is well. I just wanted to reach out to you and follow up
 >> on the escalator step matter at Golden Nugget Laughlin. Has a
 >> decision been made on which direction the property wants to go on
 >> these step replacement proposals?
 >>
 >>
 >>
 >> Chris Dutcher (TKE Laughlin Mechanic) brought it up to me again last
 >> week as a safety concern of his, that is why I thought I would reach
 >> out to you.
 >>
 >>
 >>
 >> Please let me know at your earliest convenience.
 >>
 >>
 >>
 >> Sincerely,
 >>
 >>
 >>
 >> Larry Panaro
 >>
 >> Account Manager
 >>
 >> Service, Repair and Modernization Sales
 >>
 >>
 >>
 >> ThyssenKrupp Elevator Americas

>>
>> 5440 S. Procyon St., Ste. B
>>
>> Las Vegas, NV 89118
>>
>>
>> Phone: (702) 262-6775
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>> Cell: (702) 591-9422
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>> Fax: (866) 248-5612
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>> <mailto:larry.panaro@thyssenkrupp.com>
>>
>> Monthly Safety Message - Remember: Report all accidents in a timely
>> manner!
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>>
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>>
>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
>> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <[https://plus.google.com/u/0/b/101712657051078702814/1017126570510787](https://plus.google.com/u/0/b/101712657051078702814/101712657051078702814)
>> 028
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guid>
>> e>
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>> 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
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>> <mailto:larry.panaro@thyssenkrupp.com>
>>
>> Monthly Safety Message - Remember: Report all accidents in a timely
>> manner!
>>
>> _____
>> - - - - -
>>
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>>
>> Facebook <<https://www.facebook.com/ThyssenKruppElevatorAmericas>> *
>> Blog <<http://blog.thyssenkruppelevator.com/>> * Twitter
>> <https://twitter.com/#!/tke_americas> * LinkedIn
>> <<http://www.linkedin.com/company/thyssenkrupp-elevator>> * Google+
>> <[https://plus.google.com/u/0/b/101712657051078702814/1017126570510787](https://plus.google.com/u/0/b/101712657051078702814/1017126570510787028)
>> 028
>> 14> * YouTube
>> <<http://www.youtube.com/channel/UCMlk2PG6wp5wjK-UAMqUXXQ?feature=guid>
>> e>
>>
>> Subscribe to our e-newsletter
>> <<http://thyssenkruppelevator.com/subscribe>>

>>
>> www.urban-hub.com <<http://www.urban-hub.com/>>
>>
>>
>>
>> <GN Laughlin - 5 Esc Steps.pdf>
>> <GN Laughlin - 40 Esc Steps.pdf>

EXHIBIT C

JNB02218

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

SLWD

ALEXANDRA B. MCLEOD, ESQ.

Nevada Bar No. 8185

GRANT & ASSOCIATES

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Tel: (702) 940-3529

Fax: (855) 429-3413

Alexandra.McLeod@aig.com

Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC., and GOLDEN NUGGET, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

**DEFENDANTS'/THIRD-PARTY
PLAINTIFFS' TWELFTH
SUPPLEMENTAL LIST OF
WITNESSES AND DOCUMENTS
PURSUANT TO NRCP 16.1
DISCLOSURE**

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.

COME NOW, Defendants/Third-Party Plaintiffs GNL, CORP., LANDRY'S, INC. and
GOLDEN NUGGET, INC. ("GNL"), by and through their attorney, ALEXANDRA B.
MCLEOD, ESQ., of the law firm of GRANT & ASSOCIATES, and hereby submit their Eleventh

Supplemental List of Witnesses and Documents pursuant to NRCP 16.1 as follows (**updates in bold*):

I.

WITNESSES

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

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

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

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

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

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

4. Person(s) Most Knowledgeable and/or Custodian of Records
THYSSENKRUPP ELEVATOR CORPORATION
THYSSENKRUPP NORTH AMERICA, INC.
c/o ROGERS, MASTRANGELO, CARVALHO & MITCHELL
300 South Fourth Street, Suite 710
Las Vegas, Nevada 89101

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

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

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

10
11 6. DAVID FLORES (FORMER GNL, CORP. EMPLOYEE)
12 (Last Known Address)
3442 Sun River Rd., #3
Bullhead City, AZ 86429

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

15
16 7. ASHLEY STEWART (FORMER GNL, CORP. EMPLOYEE)
17 (Last Known Address)
2055 Pegasus Ranch Rd.
Bullhead City, AZ 86429

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

20
21 8. RYAN KNUPP (FORMER GNL, CORP. SECURITY SUPERVISOR)
22 (Last Known Address)
1890 Sea Breeze Lane
Bullhead City, AZ 86442

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

25
26 9. MARK BUKSA (GNL, CORP. SECURITY OFFICER)
27 c/o GRANT & ASSOCIATES
7455 Arroyo Crossing Parkway, Suite 300
28 Las Vegas, Nevada 89113

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

3
4 10. SHALONDA MOLETTE
5 c/o IQBAL LAW PPC
6 101 Convention Center Drive, Suite 1175
7 Las Vegas, Nevada 89109

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

10
11 11. CLAY MOLLETTE
12 c/o IQBAL LAW PPC
13 101 Convention Center Drive, Suite 1175
14 Las Vegas, Nevada 89109

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

17
18 12. Person(s) Most Knowledgeable and/or Custodian of Records
19 CLARK COUNTY FIRE DEPARTMENT
20 50 Laughlin Civic Drive
21 Laughlin, Nevada 89029

22 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
23 of the facts and circumstances surrounding the issues in this case, including but not limited to
24 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
25 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
26 Records is expected to testify regarding his/her knowledge of the documentation produced by
27 this entity, including but not limited to the authenticity and completeness of said records, and
28 any related matters.

13
14 13. Person(s) Most Knowledgeable and/or Custodian of Records
15 AMERICAN MEDICAL RESPONSE
16 415 El Camino Way
17 Lake Havasu City, Arizona 96403

18 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
19 of the facts and circumstances surrounding the issues in this case, including but not limited to
20
21
22

1 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
2 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
3 Records is expected to testify regarding his/her knowledge of the documentation produced by
4 this entity, including but not limited to the authenticity and completeness of said records, and
5 any related matters.

6
7 14. Person(s) Most Knowledgeable and/or Custodian of Records
8 WESTERN ARIZONA REGIONAL MEDICAL CENTER
2735 Silver Creek Road
Bullhead City, AZ 86442

9 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
10 of the facts and circumstances surrounding the issues in this case, including but not limited to
11 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
12 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
13 Records is expected to testify regarding his/her knowledge of the documentation produced by
14 this entity, including but not limited to the authenticity and completeness of said records, and
15 any related matters.

16
17 15. Person(s) Most Knowledgeable and/or Custodian of Records
18 SUNRISE HOSPITAL & MEDICAL CENTER
3186 South Maryland Parkway
Las Vegas, NV 89109

19 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
20 of the facts and circumstances surrounding the issues in this case, including but not limited to
21 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
22 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
23 Records is expected to testify regarding his/her knowledge of the documentation produced by
24 this entity, including but not limited to the authenticity and completeness of said records, and
25 any related matters.

26 16. Person(s) Most Knowledgeable and/or Custodian of Records
27 SOUTHERN NEVADA VA
6900 N. Pecos Road
28 North Las Vegas, NV 89086

1 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
2 of the facts and circumstances surrounding the issues in this case, including but not limited to
3 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
4 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
5 Records is expected to testify regarding his/her knowledge of the documentation produced by
6 this entity, including but not limited to the authenticity and completeness of said records, and
7 any related matters.

8
9 17. Person(s) Most Knowledgeable and/or Custodian of Records
10 DESERT SURGICAL ASSOCIATES
3196 S. Maryland Pkwy, Ste. 101A
Las Vegas, NV 89109

11 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
12 of the facts and circumstances surrounding the issues in this case, including but not limited to
13 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
14 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
15 Records is expected to testify regarding his/her knowledge of the documentation produced by
16 this entity, including but not limited to the authenticity and completeness of said records, and
17 any related matters.

18
19 18. Person(s) Most Knowledgeable and/or Custodian of Records
20 CULINARY HEALTH FUND
1901 Las Vegas, Blvd., South, Suite 107
Las Vegas, NV 89104

21 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
22 of the facts and circumstances surrounding the issues in this case, including but not limited to
23 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
24 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
25 Records is expected to testify regarding his/her knowledge of the documentation produced by
26 this entity, including but not limited to the authenticity and completeness of said records, and
27 any related matters.

1
2 19. Person(s) Most Knowledgeable and/or Custodian of Records
3 IPC OF NEVADA
4 P.O. Box 844917
5 Los Angeles, CA 90084

6 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
7 of the facts and circumstances surrounding the issues in this case, including but not limited to
8 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
9 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
10 Records is expected to testify regarding his/her knowledge of the documentation produced by
11 this entity, including but not limited to the authenticity and completeness of said records, and
12 any related matters.

13 20. Person(s) Most Knowledgeable and/or Custodian of Records
14 LANDRY'S, INC.
15 c/o GRANT & ASSOCIATES
16 7455 Arroyo Crossing Parkway, Suite 300
17 Las Vegas, Nevada 89113

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

22 21. Person(s) Most Knowledgeable and/or Custodian of Records
23 GOLDEN NUGGET, INC.
24 c/o GRANT & ASSOCIATES
25 7455 Arroyo Crossing Parkway, Suite 300
26 Las Vegas, Nevada 89113

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

25 22. Person(s) Most Knowledgeable and/or Custodian of Records
26 JERRY JONES, M.D.
27 400 Shadow Lane, Suite 103
28 Las Vegas, Nevada 89106

The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge of the facts and circumstances surrounding the issues in this case, including but not limited to evaluation of Plaintiff NETTIE J. BROWN, her treatment, related necessity and reasonableness of costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of Records is expected to testify regarding his/her knowledge of the documentation produced by this entity, including but not limited to the authenticity and completeness of said records, and any related matters.

GNL hereby reserves the right to amend the foregoing list of witnesses and discovery progresses.

II.

DOCUMENTS

GNL hereby provides the following copies of documents which are attached hereto.

No.	Description	Bates
A	*Plaintiff's Complaint	N/A
B	*Plaintiff's First Amended Complaint	N/A
C	*GNL'S Answer to Amended Complaint	N/A
D	*GNL'S First Amended Answer to Amended Complaint	N/A
E	Incident Report	GNL 000001-000014
F	Photographs	GNL 000015-000028
G	State of Nevada Elevator Accident Report	GNL 000029
H	Dover Elevator Company Master Maintenance Service Agreement	GNL 000030-000047
I	Thyssenkrupp Service Records	GNL 000048-000051
J	Surveillance Video	GNL 000052
K	Escalator Inspection Records	GNL 000053-000106
L	CONFIDENTIAL – Documents Regarding Prior Incidents (Subject to Executed Protective Order)	GNL 000107-000170
M	CONFIDENTIAL – Correspondence Regarding Escalator Repair (Subject to Executed Protective Order)	GNL 000171-000172

1	No.	Description	Bates
2	N	CONFIDENTIAL – 1992 & 1993 Escalator Permits (Subject to Executed Protective Order)	GNL 000173-000174
3	O	**Defendants Landry's, Inc.'s and Golden Nugget, Inc.'s Answer to Plaintiffs' Amended Complaint	N/A
4	P	**Defendants'/Third-Party Plaintiffs' Third-Party Complaint	N/A
5	Q	**Third-Party Defendant ThyssenKrupp Elevator Corporation's Answer to Third-Party Complaint	N/A
6	R	Plaintiff, NETTIE BROWN'S Guest History	GNL 000175-000182
7	S	The Insurance Company of the State of Pennsylvania Commercial General Liability Insurance Policy	GNL 000183-000277
8	T	The Insurance Company of the State of Pennsylvania Commercial General Liability Declarations	GNL 000278-000281
9	U	AIG Commercial Umbrella Liability Policy Declarations	GNL 000282
10	V	Sunrise Hospital & Medical Center & Sunrise Children's Hospital Certificate of the Custodian of Films Records for Plaintiff JOE N. BROWN	GNL 000283
11	W	Desert Surgical Associates Billing Records for Plaintiff JOE N. BROWN	GNL 000284-000290
12	X	Correspondence from Desert Surgical Associates regarding No Medical Records for Plaintiff JOE N. BROWN	GNL 000291-000292
13	Y	Jerry Jones, M.D. Medical Records for Plaintiff NETTIE J. BROWN	GNL 000293-000312
14	Z	Western Arizona Regional Medical Center Medical Records for Plaintiff JOE N. BROWN	GNL 00313-000343
15	AA	Western Arizona Regional Medical Center Medical Records Affidavit of Film Records	GNL 000344
16	BB	Western Arizona Regional Medical Center Disk of Films – available upon request for a reasonable copying fee	GNL 000345
17	CC	Escalator Inspection Documents	GNL 000346-000360

1 Disclosed pursuant to a mutually agreed upon and fully executed stipulated protective
2 order:

No.	Description	Bates
DD	CONFIDENTIAL – Historical Incident Reports	GNL 000361-000407
EE	CONFIDENTIAL – Escalator Permit Documents	GNL 000408-000418
FF	CONFIDENTIAL – Deed to Golden Nugget Laughlin	GNL 000419-000438
GG	CONFIDENTIAL – Landry's Gaming, Inc.'s Pre-Dividend Structure	GNL 000439
HH	CONFIDENTIAL – Landry's Gaming, Inc.'s Post-Dividend Structure	GNL 000440

11 GNL hereby provides the following copies of documents which are attached hereto:

No.	Description	Bates
II	Correspondence from Nevada Orthopedic & Spine Center Regarding No Records	GNL 000441-000445
JJ	Sunrise Hospital & Medical Center Certificate of Film Records	GNL 000446
KK	Culinary Health Fund Records	GNL 000447-000550
LL	Desert Surgical Associates Medical Records	GNL 000551-000571
MM	IPC Healthcare, Inc. Medical Records	GNL 000572-000585
NN	Correspondence from Desert Surgical Associates	GNL 000586-000591
OO	Sunrise Hospital & Medical Center Medical Records	GNL 000592-000849
PP	Western Arizona Regional Medical Center Billing Records	GNL 000850-000851

23 Disclosed pursuant to a mutually agreed upon and fully executed stipulated
24 protective order:

QQ	CONFIDENTIAL – Supplemental email communications between Golden Nugget Laughlin and Thyssenkrupp concerning the subject down escalator	GNL 000852-000928
----	--	-------------------

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

*These records are presumably already in Plaintiffs' possession. GNL will produce copies at the Plaintiffs' request for a reasonable copying fee.

**These records are presumably already in the parties' possession. GNL will produce copies at the parties' request for a reasonable copying fee.

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

DATED this 19th day of January, 2018.

GRANT & ASSOCIATES

Alexandra B. Leod

ALEXANDRA B. MCLEOD, ESQ.
Nevada Bar No. 8185
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC., and
GOLDEN NUGGET, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of GRANT & ASSOCIATES and that on this 19th day of January, 2018, I served a true and correct copy of the foregoing DEFENDANTS'/THIRD-PARTY PLAINTIFFS' TWELFTH SUPPLEMENTAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO NRCP 16.1 DISCLOSURE by serving as follows:

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

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

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

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

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, NV 89101
Attorney for Third-Party Defendant,
ThyssenKrupp Elevator Corporation

/s/ Diana Smith

An Employee of GRANT & ASSOCIATES

EXHIBIT D

JNB02231

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

SLWD

ALEXANDRA B. M^cLEOD, ESQ.

Nevada Bar No. 8185

GRANT & ASSOCIATES

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Tel: (702) 940-3529

Fax: (855) 429-3413

Alexandra.M^cLeod@aig.com

Attorney for Defendants/Third-Party Plaintiffs,

GNL, CORP., LANDRY'S, INC., and GOLDEN NUGGET, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

Plaintiffs,

vs.

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

Defendants.

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

**DEFENDANTS'/THIRD-PARTY
PLAINTIFFS' THIRTEENTH
SUPPLEMENTAL LIST OF
WITNESSES AND DOCUMENTS
PURSUANT TO NRCP 16.1
DISCLOSURE**

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.

COME NOW, Defendants/Third-Party Plaintiffs GNL, CORP., LANDRY'S, INC. and
GOLDEN NUGGET, INC. ("GNL"), by and through their attorney, ALEXANDRA B.
M^cLEOD, ESQ., of the law firm of GRANT & ASSOCIATES, and hereby submit their Thirteenth

Supplemental List of Witnesses and Documents pursuant to NRCP 16.1 as follows (**updates in bold*):

I.

WITNESSES

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

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

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

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

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

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

4. Person(s) Most Knowledgeable and/or Custodian of Records
THYSSENKRUPP ELEVATOR CORPORATION
THYSSENKRUPP NORTH AMERICA, INC.
c/o ROGERS, MASTRANGELO, CARVALHO & MITCHELL
300 South Fourth Street, Suite 710
Las Vegas, Nevada 89101

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

5
6 5. RAY FAVELA (GNL, CORP. BARTENDER)
7 c/o **GRANT & ASSOCIATES**
8 7455 Arroyo Crossing Parkway, Suite 300
9 Las Vegas, Nevada 89113

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

12 6. DAVID FLORES (FORMER GNL, CORP. EMPLOYEE)
13 (Last Known Address)
14 3442 Sun River Rd., #3
15 Bullhead City, AZ 86429

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

18 7. ASHLEY STEWART (FORMER GNL, CORP. EMPLOYEE)
19 (Last Known Address)
20 2055 Pegasus Ranch Rd.
21 Bullhead City, AZ 86429

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

24 8. RYAN KNUPP (FORMER GNL, CORP. SECURITY SUPERVISOR)
25 (Last Known Address)
26 1890 Sea Breeze Lane
27 Bullhead City, AZ 86442

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

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

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

3
4 10. SHALONDA MOLETTE
5 c/o IQBAL LAW PPC
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109

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

8
9 11. CLAY MOLLETTE
c/o IQBAL LAW PPC
101 Convention Center Drive, Suite 1175
10 Las Vegas, Nevada 89109

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

13
14 12. Person(s) Most Knowledgeable and/or Custodian of Records
CLARK COUNTY FIRE DEPARTMENT
15 50 Laughlin Civic Drive
Laughlin, Nevada 89029

16 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
17 of the facts and circumstances surrounding the issues in this case, including but not limited to
18 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
19 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
20 Records is expected to testify regarding his/her knowledge of the documentation produced by
21 this entity, including but not limited to the authenticity and completeness of said records, and
22 any related matters.

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24 13. Person(s) Most Knowledgeable and/or Custodian of Records
AMERICAN MEDICAL RESPONSE
25 415 El Camino Way
Lake Havasu City, Arizona 96403

26 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
27 of the facts and circumstances surrounding the issues in this case, including but not limited to
28

1 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
2 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
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8 WESTERN ARIZONA REGIONAL MEDICAL CENTER
2735 Silver Creek Road
Bullhead City, AZ 86442

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18 SUNRISE HOSPITAL & MEDICAL CENTER
3186 South Maryland Parkway
Las Vegas, NV 89109

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20 of the facts and circumstances surrounding the issues in this case, including but not limited to
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27 16. Person(s) Most Knowledgeable and/or Custodian of Records
28 SOUTHERN NEVADA VA
6900 N. Pecos Road
North Las Vegas, NV 89086

1 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
2 of the facts and circumstances surrounding the issues in this case, including but not limited to
3 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
4 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
5 Records is expected to testify regarding his/her knowledge of the documentation produced by
6 this entity, including but not limited to the authenticity and completeness of said records, and
7 any related matters.

8
9 17. Person(s) Most Knowledgeable and/or Custodian of Records
10 DESERT SURGICAL ASSOCIATES
3196 S. Maryland Pkwy, Ste. 101A
Las Vegas, NV 89109

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17 any related matters.

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19 18. Person(s) Most Knowledgeable and/or Custodian of Records
20 CULINARY HEALTH FUND
1901 Las Vegas, Blvd., South, Suite 107
Las Vegas, NV 89104

21 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
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27 any related matters.
28

1
2 19. Person(s) Most Knowledgeable and/or Custodian of Records
3 IPC OF NEVADA
4 P.O. Box 844917
5 Los Angeles, CA 90084

6 The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge
7 of the facts and circumstances surrounding the issues in this case, including but not limited to
8 evaluation of Plaintiff JOE N. BROWN, his treatment, related necessity and reasonableness of
9 costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of
10 Records is expected to testify regarding his/her knowledge of the documentation produced by
11 this entity, including but not limited to the authenticity and completeness of said records, and
12 any related matters.

13 20. Person(s) Most Knowledgeable and/or Custodian of Records
14 LANDRY'S, INC.
15 c/o GRANT & ASSOCIATES
16 7455 Arroyo Crossing Parkway, Suite 300
17 Las Vegas, Nevada 89113

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

22 21. Person(s) Most Knowledgeable and/or Custodian of Records
23 GOLDEN NUGGET, INC.
24 c/o GRANT & ASSOCIATES
25 7455 Arroyo Crossing Parkway, Suite 300
26 Las Vegas, Nevada 89113

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

25 22. Person(s) Most Knowledgeable and/or Custodian of Records
26 JERRY JONES, M.D.
27 400 Shadow Lane, Suite 103
28 Las Vegas, Nevada 89106

The Person(s) Most Knowledgeable is expected to testify regarding his/her knowledge of the facts and circumstances surrounding the issues in this case, including but not limited to evaluation of Plaintiff NETTIE J. BROWN, her treatment, related necessity and reasonableness of costs thereof, diagnoses and prognoses, and any other related matters. The Custodian of Records is expected to testify regarding his/her knowledge of the documentation produced by this entity, including but not limited to the authenticity and completeness of said records, and any related matters.

GNL hereby reserves the right to amend the foregoing list of witnesses and discovery progresses.

II.

DOCUMENTS

GNL hereby provides the following copies of documents which are attached hereto.

No.	Description	Bates
A	*Plaintiff's Complaint	N/A
B	*Plaintiff's First Amended Complaint	N/A
C	*GNL'S Answer to Amended Complaint	N/A
D	*GNL'S First Amended Answer to Amended Complaint	N/A
E	Incident Report	GNL 000001-000014
F	Photographs	GNL 000015-000028
G	State of Nevada Elevator Accident Report	GNL 000029
H	Dover Elevator Company Master Maintenance Service Agreement	GNL 000030-000047
I	Thyssenkrupp Service Records	GNL 000048-000051
J	Surveillance Video	GNL 000052
K	Escalator Inspection Records	GNL 000053-000106
L	CONFIDENTIAL – Documents Regarding Prior Incidents (Subject to Executed Protective Order)	GNL 000107-000170
M	CONFIDENTIAL – Correspondence Regarding Escalator Repair (Subject to Executed Protective Order)	GNL 000171-000172

1	No.	Description	Bates
2	N	CONFIDENTIAL – 1992 & 1993 Escalator Permits (Subject to Executed Protective Order)	GNL 000173-000174
3	O	**Defendants Landry's, Inc.'s and Golden Nugget, Inc.'s Answer to Plaintiffs' Amended Complaint	N/A
4	P	**Defendants'/Third-Party Plaintiffs' Third-Party Complaint	N/A
5	Q	**Third-Party Defendant ThyssenKrupp Elevator Corporation's Answer to Third-Party Complaint	N/A
6	R	Plaintiff, NETTIE BROWN'S Guest History	GNL 000175-000182
7	S	The Insurance Company of the State of Pennsylvania Commercial General Liability Insurance Policy	GNL 000183-000277
8	T	The Insurance Company of the State of Pennsylvania Commercial General Liability Declarations	GNL 000278-000281
9	U	AIG Commercial Umbrella Liability Policy Declarations	GNL 000282
10	V	Sunrise Hospital & Medical Center & Sunrise Children's Hospital Certificate of the Custodian of Films Records for Plaintiff JOE N. BROWN	GNL 000283
11	W	Desert Surgical Associates Billing Records for Plaintiff JOE N. BROWN	GNL 000284-000290
12	X	Correspondence from Desert Surgical Associates regarding No Medical Records for Plaintiff JOE N. BROWN	GNL 000291-000292
13	Y	Jerry Jones, M.D. Medical Records for Plaintiff NETTIE J. BROWN	GNL 000293-000312
14	Z	Western Arizona Regional Medical Center Medical Records for Plaintiff JOE N. BROWN	GNL 00313-000343
15	AA	Western Arizona Regional Medical Center Medical Records Affidavit of Film Records	GNL 000344
16	BB	Western Arizona Regional Medical Center Disk of Films – available upon request for a reasonable copying fee	GNL 000345
17	CC	Escalator Inspection Documents	GNL 000346-000360

1 Disclosed pursuant to a mutually agreed upon and fully executed stipulated protective
2 order:

3 No.	<i>Description</i>	Bates
4 DD	<i>CONFIDENTIAL</i> – Historical Incident Reports	GNL 000361-000407
5 EE	<i>CONFIDENTIAL</i> – Escalator Permit Documents	GNL 000408-000418
6 FF	<i>CONFIDENTIAL</i> – Deed to Golden Nugget Laughlin	GNL 000419-000438
7 GG	<i>CONFIDENTIAL</i> – Landry's Gaming, Inc.'s Pre- Dividend Structure	GNL 000439
8 HH	<i>CONFIDENTIAL</i> – Landry's Gaming, Inc.'s Post-Dividend Structure	GNL 000440

10
11 GNL hereby provides the following copies of documents which are attached hereto:

12 No.	<i>Description</i>	Bates
13 II	Correspondence from Nevada Orthopedic & Spine Center Regarding No Records	GNL 000441-000445
14 JJ	Sunrise Hospital & Medical Center Certificate of Film Records	GNL 000446
15 KK	Culinary Health Fund Records	GNL 000447-000550
16 LL	Desert Surgical Associates Medical Records	GNL 000551-000571
17 MM	IPC Healthcare, Inc. Medical Records	GNL 000572-000585
18 NN	Correspondence from Desert Surgical Associates	GNL 000586-000591
19 OO	Sunrise Hospital & Medical Center Medical Records	GNL 000592-000849
20 PP	Western Arizona Regional Medical Center Billing Records	GNL 000850-000851

22
23 Disclosed pursuant to a mutually agreed upon and fully executed stipulated protective
24 order:

25 No.	<i>Description</i>	Bates
26 QQ	<i>CONFIDENTIAL</i> – Supplemental email communications between Golden Nugget Laughlin and Thyssenkrupp concerning the subject down escalator	GNL 000852-000928

No.	Description	Bates
RR	CONFIDENTIAL – Additional email communications between Golden Nugget Laughlin and Thyssenkrupp concerning the subject down escalator	GNL 000929-001045

*These records are presumably already in Plaintiffs' possession. GNL will produce copies at the Plaintiffs' request for a reasonable copying fee.

**These records are presumably already in the parties' possession. GNL will produce copies at the parties' request for a reasonable copying fee.

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

DATED this 1st day of February, 2018.

GRANT & ASSOCIATES



ALEXANDRA B. MCLEOD, ESQ.
Nevada Bar No. 8185
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, Nevada 89113

Attorney for Defendants/Third-Party Plaintiffs,
GNL, CORP., LANDRY'S, INC., and
GOLDEN NUGGET, INC.

CERTIFICATE OF SERVICE

I certify that I am an employee of **GRANT & ASSOCIATES** and that on this 1st day of February, 2018, I served a true and correct copy of the foregoing **DEFENDANTS'/THIRD-PARTY PLAINTIFFS' THIRTEENTH SUPPLEMENTAL LIST OF WITNESSES AND DOCUMENTS PURSUANT TO NRCP 16.1 DISCLOSURE** by serving as follows:

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

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

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

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

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, NV 89101
*Attorney for Third-Party Defendant,
ThyssenKrupp Elevator Corporation*

/s/ Camie DeVoge

An Employee of **GRANT & ASSOCIATES**

EXHIBIT E

JNB02244

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

17 Defendants.
18

19 GNL, CORP., a Nevada corporation;

20 Third-Party Plaintiff,
21

22 vs.

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

25 Third-Party Defendants.
26

27 **THIRD-PARTY DEFENDANT THYSSENKRUPP ELEVATOR
CORPORATION'S RESPONSE TO PLAINTIFFS' FIRST SET OF
28 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

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

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

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:**

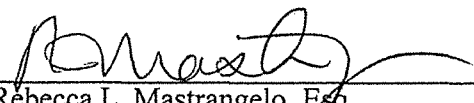
5 Please produce all documents, writings and communications, dated from January 1, 2011
6 to September 1, 2017, exchanged (sent or received) between, addressed or forwarded to, and/or
7 copying: any one or more of Paul Hamrick, Scott Olsen, Jim MacDavid, Larry Panaro, and/or
8 Christopher Dutcher, relating 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

21
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25
26
27
28

An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL

EXHIBIT F

JNB02251

BRIAN SANDOVAL
Governor

STATE OF NEVADA

STEVE GEORGE
Administrator

BRUCE BRESLOW
Director



RANDY JEWETT
Chief Administrative
Officer

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

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
MECHANICAL COMPLIANCE SECTION
1301 N. Green Valley Parkway, Suite 160
Henderson, Nevada 89074

Elevator Accident Report

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

Revised 12/5/2014

EXHIBIT G

JNB02253

1 **AFFIDAVIT OF REBECCA L. MASTRANGELO, ESQ. IN SUPPORT OF**
2 **THYSSENKRUPP ELEVATOR CORPORATION'S OPPOSITION TO PLAINTIFFS'**
3 **EMERGENCY MOTION FOR REOPENING OF DISCOVERY, COURT**
4 **INTERVENTION, AND SANCTIONS**

5 STATE OF NEVADA)
6 COUNTY OF CLARK) ss:
7)

8 REBECCA L. MASTRANGELO, ESQ. being duly sworn, deposes and states:

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

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

13 3. That in 2017, after thyssenkrupp made an appearance in this case and after
14 discovery had begun, Affiant obtained emails from Scott Olsen and Larry Panaro in the
15 thyssenkrupp office in Las Vegas, Nevada. Affiant confirmed that the emails provided were all
16 of the emails to or from thyssenkrupp personnel pertaining to the down escalator at Golden
17 Nugget Laughlin.

18 4. During his deposition in this matter, Christopher Dutcher, a thyssenkrupp
19 mechanic who was responsible for the maintenance of the subject escalator at all relevant times
20 herein, initially testified that he had not sent any emails pertaining to the escalator. Later in his
21 testimony, he thought that he did send emails to his supervisors and perhaps to the Golden
22 Nugget. Affiant confirmed, once again, with Dutcher's supervisors at the Las Vegas office that
23 all emails pertaining to the escalator had been provided.

24 5. Unbeknownst to Affiant, who has represented thyssenkrupp Elevator Corporation
25 for approximately 18 years, once emails are deleted at the local office, they become irretrievable
26 at the local level. Affiant has been advised that deleted emails can be retrieved by the IT
27 Services department within thyssenkrupp through review of an archival back-up system.

28 6. In 2018, after learning of the archival back-up system, Affiant requested any and
all emails to or from Christopher Dutcher pertaining to the subject escalator. While there were
multiple emails provided to Affiant which related to other escalators in Laughlin, Affiant

JNB02254

1 produced every email (with attachments) in thyssenkrupp's Seventh Supplement to Early Case
2 Conference List of Witnesses and Production of Documents. No relevant documents were
3 withheld and there were no emails which pre-dated the Plaintiffs' alleged incident.

4 FURTHER AFFIANT SAYETH NAUGHT.

5 DATED this 18th day of December, 2018.

6 
7 REBECCA L. MASTRANGELO

8 SUBSCRIBED and SWORN to before me
9 this 18th day of December, 2018.

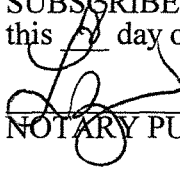
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NOTARY PUBLIC



EXHIBIT H

JNB02256

1 **AFFIDAVIT OF SCOTT J. SILITSKY IN SUPPORT OF THYSENKRUPP ELEVATOR**
2 **CORPORATION'S OPPOSITION TO PLAINTIFFS' EMERGENCY MOTION FOR**
3 **REOPENING OF DISCOVERY, COURT INTERVENTION, AND SANCTIONS**

4 STATE OF FLORIDA)
5 COUNTY OF BROWARD) ss:

6 SCOTT J. SILITSKY, being duly sworn, deposes and states:

- 7 1. I am the Vice President of Rick & Litigation Management of Defendant
8 thyssenkrupp Elevator Corporation. I make this affidavit in support of its
9 Opposition to Plaintiffs' Emergency Motion for Reopening of Discovery, Court
10 Intervention, and Sanctions. I know these matters of my own personal knowledge
11 and am competent to testify thereto.
- 12 2. At the request of outside counsel, I engaged thyssenkrupp's IT Services
13 department to make a search of all emails from 2011 to the present to or from
14 Christopher Dutcher involving the escalators at the Golden Nugget Laughlin. The
15 emails obtained included exchanges pertaining to the down escalator at Golden
16 Nugget Laughlin as well as other units on thyssenkrupp service. I understand that
17 all of the emails pertaining to the down escalator at Golden Nugget Laughlin were
18 produced in thyssenkrupp's Seventh Supplement to Early Case Conference List of
19 Witnesses and Production of Documents.
- 20 3. The emails obtained through the IT Services department were those which had
21 apparently been deleted by senders or recipients of the emails in the Las Vegas
22 thyssenkrupp office. Once emails have been deleted at the local level, they
23 become inaccessible to the persons who deleted them. The only way for their
24 retrieval of which I am aware is to have someone in the IT Services department
25 conduct a search through the archival back-up system, which not available to
26 personnel in the local thyssenkrupp service offices.
- 27 4. thyssenkrupp has made all reasonable efforts to locate and produce email
28 communications pertaining to the subject escalator and has not destroyed or

JNB02257

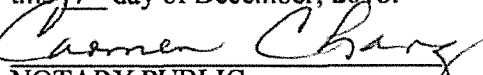
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withheld any emails.

DATED this 19 day of December, 2018.


SCOTT J. SILITSKY

SUBSCRIBED and SWORN to before me
this 19 day of December, 2018.


NOTARY PUBLIC

