

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

Electronically Filed
Jun 10 2022 11:56 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 81151

APPENDIX TO APPELLANT'S OPENING BRIEF

VOLUME 15

Mohamed A. Iqbal, Jr., Esq. (Nevada Bar No. 10623)

IQBAL LAW PLLC

9130 W. Post Road, Suite 200

Las Vegas, NV 89148

Telephone: 702-750-2950

V-Fax: 702-825-2841

info@ilawlv.com; mai@ilawlv.com

Attorneys for Appellant

INDEX TO APPELLANT'S OPENING BRIEF APPENDIX
VOLUME 15

<u>Document</u>	<u>Page Number</u>
MTEX Deadline for Court-Ordered Disc 27Jun19	JNB02684-02718
TKE's Obj to Panero Subpoena _01Jul19	JNB02719-02727
TKE's Oppo to MTEX Deadline for Court-Ordered Disc 03Jul19	JNB02728-02750
GNL's Joinder to TKE's Oppo to MTEX Disc _05Jul19	JNB02751-02753
Reply ISO MTEX Deadline for Court-Ordered Disc 08Jul19	JNB02754-02759
TKE's Joinder to GNL's MSJ Punitive Damages 26Jul19	JNB02760-02769
P's Omnibus Oppo to GNL's MSJ Punitive and TKE's Joinder 06Aug19	JNB02770-02783
Exhs to P's Omnibus Oppo to MSJ 07Aug19 (part 1)	JNB02784-02889

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

<u>Document</u>	<u>Page Number</u>
Complaint in Case no. A-16-739887-C _12Jul16	JNB00001-00006 (Volume 1)
First Amended Complaint _01Sep16	JNB00007-00012 (Volume 1)
[GNL's] Answer to First Amended Complaint _21Sep16	JNB00013-00019 (Volume 1)
[GNL's] First Amended Answer to FAC _26Sep16	JNB00020-00026 (Volume 1)
[GNL's] Third-Party Complaint _23Jan17	JNB00027-00036 (Volume 1)
TKE Demand Prior Pleadings & Disc _17Feb17	JNB00037-00039 (Volume 1)
Landry & GNL's Demand Jury Trial _03Apr17	JNB00040-00041 (Volume 1)
Landry & GNL's MSJ _23May17	JNB00042-00082 (Volume 1)
Oppo to MSJ and P's Req for Disc Under 56f _07Jun17	JNB00083-00206 (Volume 1)
Landry & GNL's Reply ISO MSJ _20Jun17	JNB00207-00214

	(Volume 1)
CM re Landry & GNL's MSJ_27Jun22	JNB00215-00216 (Volume 1)
NEOJ Denying MSJ & Granting P's Countermot for Disc Under 56f 31Jul17	JNB00217-00220 (Volume 1)
Landry & GNL's Mot for Recon_01Aug17	JNB00221-00251 (Volume 2)
Oppo to Mot for Recon_18Aug17	JNB00252-00258 (Volume 2)
Mot to Compel Disc from Landry & GNL and Req for Sancts 23Aug17	JNB00259-00277 (Volume 2)
Landry and GNL's Reply ISO Mot for Recon_24Aug17	JNB00278-00283 (Volume 2)
Exhs of Erra to Mot to Compel Disc & Req for Sancts 24Aug17	JNB00284-00370 (Volume 2)
Supp Oppo to Landry & GNL' Reply ISO Mot for Recon 30Aug17	JNB00371-00378 (Volume 2)
GNL's Oppo to Mot to Compel Discovery_11Sep17	JNB00379-00389 (Volume 2)
Reply ISO of P's Mot to Compel Discovery & Req for Sancts_06Oct17	JNB00390-00397 (Volume 2)
NEOJ Denying GNL's Mot for Recon_31Oct17	JNB00398-00404 (Volume 2)
Iqbal's Decl ISO Mot for Leave SAC_05Jul18	JNB00405-00515 (Volume 3)
TKE's Oppo to Mot for Leave to File SAC_20Jul18	JNB00516-00535 (Volume 3)
GNL's Oppo to Mot for Leave to File SAC_23Jul18	JNB00536-00591 (Volume 3)
Reply ISO Mot for Leave to File SAC_02Aug18	JNB00592-00603 (Volume 3)
Transcript 07Aug18 Mot for Leave to File SAC_10Aug18	JNB00604-00619 (Volume 3)
NEOJ Granting Leave to File SAC_12Sep18	JNB00620-00621 (Volume 3)
SAC_18Sep18	JNB00622-00628 (Volume 3)
TKE's Answer to SAC_11Oct18	JNB00629-00635 (Volume 3)

Landry & GNL's MSJ_01Nov18	JNB00636-00709 (Volume 3)
Landry & GNL's MSJ on Liability & Punitive Damages_01Nov18	JNB00710-00856 (Volume 4)
Landry's MTD for Jurisdiction_01Nov18	JNB00857-00870 (Volume 4)
Landry & GNL's Err to MSJ on Liability & Punitive Damages_08Nov18	JNB00871-00874 (Volume 4)
Landry & GNL's MiL 1 to Excl Nalamachu for Unauth MD Practice in NV_13Nov18	JNB00875-00914 (Volume 4)
Landry & GNL's MiL 2 Other Incidents or Repairs 3 Disc Matters_13Nov18	JNB00915-00935 (Volume 4)
TKE's MiL 3 Responsibility Avoid & Reptile Theory Args_13Nov18	JNB00936-00951 (Volume 4)
TKE's MiL 4 Improper Voir Dire_13Nov18	JNB00952-00960 (Volume 5)
TKE's MiL 6 Excl of Evidence_13Nov18	JNB00961-00980 (Volume 5)
[TKE's] MiL 7 Claim TKE Hid Evidence_13Nov18 (part 1)	JNB00981-01050 (Volume 6)
[TKE's] MiL 7 Claim TKE Hid Evidence_13Nov18 (part 2)	JNB01051-01078 (Volume 7)
P's MiL 1 Excl Expert Davis Turner_13Nov18	JNB01079-01087 (Volume 7)
Mohamed Iqbal Jr.'s Decl ISO P's MiL 1_14Nov18 (part 1)	JNB01088-01200 (Volume 7)
Mohamed Iqbal Jr.'s Decl ISO P's MiL 1_14Nov18 (part 2)	JNB01201-01334 (Volume 8)
TKE's MiL 8 Excl Testim Sheila Nabors Swett_14Nov18	JNB01335-01427 (Volume 8)
TKE's Joinder ISO GNL's MSJ on Punitive Damages_16Nov18	JNB01428-01437 (Volume 9)
Err to TKE's MiL 7_19Nov18	JNB01438-01443 (Volume 9)
Oppo to Landry & GNL's MSJ_19Nov18	JNB01444-01531 (Volume 9)
P's Oppo to MTD_19Nov18	JNB01532-01578 (Volume 9)
TKE's Joinder to GNL's MiL 1 Excl Nalamachu_19Nov18	JNB01579-01581

	(Volume 9)
TKE's Joinder to GNL's MiL 2 & 3_19Nov18	JNB01582-01584 (Volume 9)
Err to P's Oppo to MTD & MSJ_20Nov18	JNB01585-01718 (Volume 10)
Reply ISO of Landry's MTD_27Nov18	JNB01719-01735 (Volume 10)
GNL Reply ISO Landry & GNL's MSJ_28Nov18	JNB01736-01746 (Volume 10)
Reply ISO MSJ Liability & Punitive Damages_28Nov18	JNB01747-01753 (Volume 10)
P's Resp to TKE's Joinder and Brief ISO GNL's MSJ Pun Damages_30Nov18	JNB01754-01800 (Volume 10)
Landry & GNL's Oppo to P's Mils 1 Excl Davis_03Dec18	JNB01801-01806 (Volume 10)
TKE's Oppo to P's Mils 1 Exlc Davis_03Dec18	JNB01807-01819 (Volume 11)
CM Open Matters and TKE's Joinder to GNL's MSJ Pun Damages_04Dec18	JNB01820-01821 (Volume 11)
P's Emerg Mot Reopen Disc & Sancts w Exhs_10Dec18 (part 1)	JNB01822-02029 (Volume 11)
P's Emerg Mot Reopen Disc & Sancts w Exhs_10Dec18 (part 2)	JNB02030-02104 (Volume 12)
TKE's Oppo to Emerg Mot to Reopen Disc etc_20Dec18 (part 1)	JNB02105-02258 (Volume 12)
TKE's Oppo to Emerg Mot to Reopen Disc etc_20Dec18 (part 2)	JNB02259-02313 (Volume 13)
GNL's Joinder to TKE's Oppo to Emerg Mot_20Dec18	JNB02314-02320 (Volume 13)
TKE's Reply ISO Joinder & GNL's MSJ Pun Damages_21Dec18	JNB02321-02330 (Volume 13)
P's Reply ISO Emerg Mot_28Dec18	JNB02331-02422 (Volume 13)
CM P's Emerg Mot_08Jan19	JNB02423-02423 (Volume 13)
NEOJ Granting P's Emerg Mot_11Feb19	JNB02424-02433 (Volume 13)
P's Oppo to TKE's MiL 7 TKE Hid Evidence_15Feb19	JNB02434-02447 (Volume 13)

P's Oppo to TKE's MiL 8 Excl Sheila Nabors Swett_ 15Feb19	JNB02448-02451 (Volume 13)
P's Oppo to TKE's MiL 3 Responsib Avoid & Reptile Theory_ 15Feb19	JNB02452-02455 (Volume 13)
P's Oppo to TKE's MiL 6 Excl Evidence_ 15Feb19	JNB02456-02467 (Volume 13)
P's Oppo to Landry & GNL's MiL 1 Excl Nalamachu_ 15Feb19	JNB02468-02505 (Volume 14)
P's Oppo to Landry & GNL's MiL 2 Other Incidents_ 15Feb19	JNB02506-02509 (Volume 14)
P's Oppo to TKE's MiL 4 Improper Voir Dire_ 15Feb19	JNB02510-02514 (Volume 14)
P's MiL 2 Davis Lee Turner Testimony_ 25Feb19	JNB02515-0254 (Volume 14)
TKE's Reply ISO MiL 3 Responsib Avoid & Reptile Theory Arguments_ 28Feb19	JNB0255-02546 (Volume 14)
TKE's Reply ISO MiL 4 Improper Voir Dire_ 28Feb19	JNB02547-02550 (Volume 14)
TKE's Reply ISO MiL 6 Excl Evidence_ 28Feb19	JNB02551-02565 (Volume 14)
TKE's Reply ISO MiL 7 TKE Hid Evidence_ 28Feb19	JNB02566-02577 (Volume 14)
TKE's Reply ISO MiL 8 Excl Testim Sheila Nabors Swett_ 28Feb19	JNB02578-02582 (Volume 14)
TKE's Reply ISO Joinder to GNL's MiL 2 Other Incidents_ 28Feb19	JNB02581-02586 (Volume 14)
GNL's Reply ISO GNL's MiLs 1-3_ 28Feb19	JNB02587-02592 (Volume 14)
TKE's Oppo to P's MiL 2 Turner's Opinions on Alcohol Use_ 08Mar19	JNB02593-02597 (Volume 14)
GNL's Joinder to TKE's Oppo to P's MiL 2 Excl Turner's Opinions on Alcohol Use_ 11Mar19	JNB02598-02600 (Volume 14)
NEOJ Granting SJ to Landry's & GNL_ 11Mar19	JNB02601-02608 (Volume 14)
NEOJ TKE's SAO to Cont Pretrial Conf_ 19Mar19	JNB02609-02614 (Volume 14)
P's Reply ISO P's MiL 2 Turner's Opinions on Alcohol Use_ 20Mar19	JNB02615-02618 (Volume 14)
Transcript 28Mar19 MiL 1 Excl Nalamachu_ 10Dec21	JNB02619-02669

	(Volume 14)
NEOJ Liability & Pun Damages_19Apr19	JNB02670-02675 (Volume 14)
SAO Disc Matters & Trial Stack_22Apr19	JNB02676-02678 (Volume 14)
NEOJ TKE's MiLs 1-6 _27Jun19	JNB02679-02683 (Volume 14)
MTEX Deadline for Court-Ordered Disc_27Jun19	JNB02684-02718 (Volume 15)
TKE's Obj to Panero Subpoena _01Jul19	JNB02719-02727 (Volume 15)
TKE's Oppo to MTEX Deadline for Court-Ordered Disc_03Jul19	JNB02728-02750 (Volume 15)
GNL's Joinder to TKE's Oppo to MTEX Disc_05Jul19	JNB02751-02753 (Volume 15)
Reply ISO MTEX Deadline for Court-Ordered Disc_08Jul19	JNB02754-02759 (Volume 15)
TKE's Joinder to GNL's MSJ Punitive Damages_26Jul19	JNB02760-02769 (Volume 15)
P's Omnibus Oppo to GNL's MSJ Punitive and TKE's Joinder_06Aug19	JNB02770-02783 (Volume 15)
Exhs to P's Omnibus Oppo to MSJ_07Aug19 (part 1)	JNB02784-02889 (Volume 15)
Exhs to P's Omnibus Oppo to MSJ_07Aug19 (part 2)	JNB02890-02995 (Volume 16)
NEOJ Denying P's MTEX Court-Ordered Disc_07Aug19	JNB02996-02999 (Volume 16)
NEOJ TKE's MiLs 7 Granted and 8 Deferred_07Aug19	JNB03000-03003 (Volume 16)
NEOJ Granting GNL's MSJ & TKE's Joinder Pun Damages_27Sep19	JNB03004-03012 (Volume 16)
Transcript 07Oct19_10Dec21 (part 1)	JNB03013-03130 (Volume 16)
Transcript 07Oct19_10Dec21 (part 2)	JNB03131-03168 (Volume 17)
GNL's Object to Depo Excerpts 24Jan18 Don Hartmann_07Oct19	JNB03169-03176 (Volume 17)
GNL's Object to Depo Excerpts 17May19 Don Hartmann_07Oct19	JNB03177-03181 (Volume 17)

CM Further Proceedings_11Oct19	JNB03182-03182 (Volume 17)
NEOJ GNL's MiLs 1 Deferred, 2-3 Granted_16Oct19	JNB03183-03188 (Volume 17)
NEOJ TKE's MiL 8 Granted_24Oct19	JNB03189-03197 (Volume 17)
Not of P's Appeal Pun Damages & TKE's MiL 8 Excl Sheila Nabors Swett 28Oct19	JNB03198-03214 (Volume 17)
P's Case Appeal Statement_28Oct19	JNB03215-03219 (Volume 17)
GNL's Revised Obcts Depo Excerpts 24Jan18 Hartmann_14Nov19	JNB03220-03227 (Volume 17)
GNL's Rev Objects to P's Depo Excerpts 24Jan18 Hartmann_15Nov19	JNB03228-03230 (Volume 17)
SAO TKE & GNL's Dism 3P Complaint_22Nov19	JNB03231-03233 (Volume 17)
NEOJ Dism 3P Complaint_27Nov19	JNB03234-03238 (Volume 17)
P's 7.27 Civil Trial Memo 1 Open Statms & Demost Exhs_05Dec19	JNB03239-03243 (Volume 17)
P's 7.27 Civil Trial Memo 2 Med Bills from P's Exh30_16Dec19	JNB03244-03247 (Volume 17)
P's 7.27 Civil Trial Memo 3_16Dec19	JNB03248-03254 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec_16Dec19	JNB03255-03261 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec_16Dec19	JNB03262-03268 (Volume 17)
P's 7.27 Civil Trial Memo 3 Depo Excerpts Into Rec with Excerpts_16Dec19	JNB03269-03369 (Volume 17)
TKE's 7.27 Civil Trial Memo 1_16Dec19	JNB03370-03385 (Volume 18)
GNL's 7.27 Brief ISO Anticip Oral Mot for Judg_16Dec19	JNB03386-03391 (Volume 18)
GNL's 7.27 Trial Brief on Medical Bills_17Dec19	JNB03392-03395 (Volume 18)
P's 7.27 Civil Trial Memo 4 Reading Christopher Dutcher Depo_18Dec19	JNB03396-03396 (Volume 18)
Jury Instructions_18Dec19	JNB03397-03435

	(Volume 18)
Jury Trial Verdict_18Dec19	JNB03436-03436 (Volume 18)
NEOJ Jury Verdict_09Jan20	JNB03437-03441 (Volume 18)
P's Not of Appeal on Jury Verdict_08Feb20	JNB03442-03448 (Volume 18)
P's Case Appeal Statement_09Feb20	JNB03449-03452 (Volume 18)
Mot for Leave to Proceed on Appeal In Forma Pauperis_24Feb20	JNB03453-03460 (Volume 18)
GNL's Oppo to P's Mot for Leave Pauperis_09Mar20	JNB03461-03463 (Volume 18)
Not of Evidenciary Hearing_13Apr20	JNB03464-03465 (Volume 18)
CM Evidentiary Hearing_23Apr20	JNB03466-03466 (Volume 18)
P's Supp Mot for Leave Pauperis_28Apr20	JNB03467-03480 (Volume 18)
P's Not of Appeal Attorneys' Fees Award_05May20	JNB03481-03491 (Volume 18)
P's Case Appeal Statem Attorneys' Fees Award_05May20	JNB03492-03495 (Volume 18)
Order Granting In Forma Pauperis_06May20	JNB03496-03498 (Volume 18)
Court's 2nd Order Req for Transcripts Clarification_04Oct21	JNB03499-03502 (Volume 18)
P's Not of Transcript Clarification_03Jun20	JNB03503-03508 (Volume 18)

///

Dated June 10, 2022.

Respectfully submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.

MOHAMED A. IQBAL, JR.

Nevada Bar No. 10623

9130 W. Post Road, Suite 200

Las Vegas, NV 89148

Attorneys for Appellant

CERTIFICATE OF SERVICE

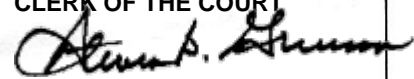
I certify that I am an employee of IQBAL LAW PLLC and that on June 10, 2022, I caused a true and correct copy of the **APPENDIX TO APPELLANT’S OPENING BRIEF VOLUME 15** to be served as follows:

___ 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**



ORIGINAL

MTED
IQBAL LAW PLLC
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
101 Convention Center Dr., Suite 1175
Las Vegas, Nevada 89109
1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**MOTION TO EXTEND DEADLINE FOR
COURT-ORDERED DISCOVERY
ON ORDER SHORTENING TIME**

**MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY
ON ORDER SHORTENING TIME**

Pursuant to NRCp 37(c) and EDCR 2.26, Plaintiffs hereby respectfully move this Court on order shortening time for an extension of the deadline to complete discovery previously ordered by the Court, completion of which has been delayed by the defendants' conduct and by unforeseen medical circumstances. This Motion¹ is based on the pleadings on file with the Court in this matter; the following declaration of Mohamed A. Iqbal, Jr.; the following memorandum

¹ This submission (originally by Christopher Mathews, Esq. on June 17) was withdrawn on June 18; undersigned counsel has regained active status with the Nevada State Bar.

**MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME**

1 of points and authorities; the exhibits accompanying this Motion; and on such arguments as the
2 Court may entertain at the hearing on this Motion. There are hearings set in this case for July 10,
3 2019 at 1:00 pm, and Plaintiffs respectfully request that this matter be set for that date and time.

4 Dated June 26, 2019.

Respectfully Submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.
Mohamed A. Iqbal, Jr. (NSB #10623)
Attorneys for Plaintiffs

ORDER SHORTENING TIME

10 GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that the foregoing Motion to
11 Extend Deadline for Court-Ordered Discovery on Order Shortening Time (the "Motion") shall be
12 heard on the 10 day of July 2019, at 1 a.m. (p.m.)

13 It is further ORDERED that Plaintiffs shall serve the Motion upon all Defendants by the
14 close of business of the 27th day of June 2019; that any Opposition or other Response to
15 the Motion shall be filed by ~~the close of business~~ on the 5th day of July, 2019; and that any
16 Reply in support of the Motion shall be filed by the close of business on the 8th day of July,
17 2019, with physical copies and tabbed exhibits for chambers.

18 Dated June 27, 2019.

19
20 
21 THE HONORABLE JOANNA KISHNER
22 DEPARTMENT XXXI

23 Motion must be filed/served by: 6/27/19 by 5pm.
24 Opposition must be filed/served by: 7/5/19 by 12pm
25 Reply must be filed/served by: 7/8/19 by 5pm
26 ///
27 Please provide courtesy copies to Chambers upon filing.

28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

**DECLARATION OF MOHAMED A. IQBAL, JR., IN SUPPORT OF
PLAINTIFFS' REQUEST FOR ORDER SHORTENING TIME**

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

1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe and Nettie Brown and make this declaration subject to penalty of perjury under the laws of the United States and the State of Nevada, in support of Plaintiffs' Motion to Extend Deadline for Court-Ordered Discovery on Order Shortening Time (the "Motion"). A separate declaration attached to the Motion attaches the supporting evidence.

2. The Court previously ordered that discovery be reopened because defendant Thyssenkrupp Elevator Corp. ("TKE") failed to timely disclose relevant evidence. This necessitated new and/or reopened depositions, which Plaintiffs have attempted to schedule for several months. However, through a combination of multiple-month delays by defendants in providing contact information for the witnesses,² good-faith efforts by counsel to accommodate each others' schedules, and medical crises (involving, among other things, emergency heart surgery and follow-up care) for undersigned counsel and for his father, the new discovery deadline just expired (on June 17).

3. Counsel for TKE has indicated that her client is now unwilling to allow the Court-ordered depositions to go forward because of the deadline; accordingly, Plaintiffs are compelled to bring this Motion on order shortening time to preserve the noticed and subpoenaed deposition dates, and to allow the discovery to proceed without disrupting the case's place in the October 14, 2019 trial stack. There are hearings set in this case for July 10, 2019 at 1:00 pm, and Plaintiffs respectfully request that this matter be set for that date and time.

Dated June 26, 2019.

/s/ Mohamed A. Iqbal, Jr.
MOHAMED A. IQBAL, JR.

² Plaintiffs' counsel wishes to stress that he does not attribute the behavior of the defendants to their respective counsel, who have acted collegially and professionally throughout the proceedings.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION.**

3 Having previously withheld documents critical to the case until after the running of the
4 statute of limitations, and withholding still more documents contradicting the assertions of its co-
5 defendant until after the close of discovery, defendant Thyssenkrupp Elevator Corp. ("TKE")
6 now refuses to allow the depositions previously ordered by the Court to proceed absent further
7 extension of the reopened discovery deadline. Accordingly, Plaintiffs have been forced to file
8 this Motion to Extend Deadline for Court-Ordered Discovery on Order Shortening Time and
9 respectfully ask that it be granted.

10 **II. PROCEDURAL HISTORY.**

11 As the Court is aware, there have been several discovery issues in this case resulting in
12 various orders compelling defendants to turn over documents and imposing sanctions.

13 On November 1, 2018, after the initial close of discovery, defendant GNL, Corp.
14 ("GNL") filed a motion for summary judgement. GNL asserted it was undisputed that all steps
15 on the down escalator at the Golden Nugget Hotel Resort and Casino in Laughlin Nevada (the
16 "Laughlin Nugget") were replaced in 2012 with all-new steps; and further, that the day after
17 Plaintiff Joe Brown was injured on that escalator, the steps were examined and found to be in
18 perfect condition. Accordingly, GNL argued, there was "no evidence of any negligent
19 maintenance" of the escalator. *See e.g.*, Defendants' Motion for Summary Judgment on Liability
20 and Punitive Damages ("MSJ") at 5:3-5, 6:10-18, 10:11-14, and 13:3-5.

21 On November 16, 2018, TKE (GNL's co- and cross-defendant) produced emails, color
22 photographs, and other documents exchanged among various TKE employees. *See* Order
23 Granting Emergency Motion for Reopening Discovery, Court Intervention, and Sanctions on
24 Order Shortening Time ("Discovery Order") at 3:15-19. The emails revealed, *inter alia*, that
25 roughly two-thirds of the steps on the down escalator were actually old steps; and that of those,
26 the overwhelming majority (35 out of 40) were cracked and needed replacement. Declaration of
27

28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 Mohamed A. Iqbal Jr. in Support of Motion to Extend Deadline for Court-Ordered Discovery on
2 Order Shortening Time ("Iqbal Decl.") at ¶ 2.

3 Plaintiffs timely moved to reopen discovery to inquire further regarding the subject
4 matter of these late-produced documents. Discovery Order at 3:20-21. TKE and GNL opposed
5 that motion. *Id.* at 2:3-6. The Court, by order entered February 11, 2019, found that TKE "failed
6 to meet its discovery obligations and in so doing hindered Plaintiffs' discovery and the
7 adjudication of this case." *Id.* at 4:13-15. The Court reopened discovery "at least with respect to
8 all persons identified" in TKE's untimely November 2018 disclosure. *Id.* at 5:1-4. The court
9 also imposed monetary sanctions against TKE for its discovery misconduct. *Id.* at 5:8-13.

10 **III. STATEMENT OF FACTS.**

11 Even before the Court entered its Discovery Order, Plaintiffs sought in good faith to try
12 to schedule the additional depositions in early 2019. These efforts included numerous calls and
13 face-to-face meetings between counsel. *Iqbal Decl.* at ¶ 3. In addition, the parties exchanged
14 multiple emails on the subject. For example:

- 15 ♦ On January 24, 2019, counsel for Plaintiffs wrote to counsel for GNL and TKE
16 soliciting their availability for depositions in February 2019 and asking for a last
17 known address for former GNL employee Don Hartmann ("Hartmann"), who was
18 identified in TKE's late production as GNL's responsible official for the escalator.
19 Neither counsel responded. *Iqbal Decl.* at ¶ 4 and Exhibit 1.
- 20 ♦ On February 4, 2019, counsel for Plaintiffs wrote again to counsel for GNL and TKE,
21 advising that he would simply notice deposition dates as they had not responded to
22 his prior request. He also asked again for Hartmann's last known address, and
23 specifically noted that he would need to be deposed first. *Iqbal Decl.* at ¶ 5 and
24 Exhibit 1. The need to depose Hartmann ahead of the other witnesses was based on
25 Plaintiffs' desire to focus the additional discovery on the discrepancy between what
26 GNL had represented to the Court about the steps, and what the late-produced TKE

1 emails showed. Iqbal Decl. ¶ 6. Counsel for TKE responded to (1) acknowledge
2 Plaintiffs' need to depose Hartmann first; (2) propose a delay for the deposition of
3 TKE's Chris Dutcher ("Dutcher"); (3) note that former employee TKE Larry Panero
4 ("Panero") lives in Las Vegas and his deposition would therefore be "easy to
5 schedule"; and (4) advise that the deposition of TKE employee Scott Olsen would be
6 "very easy to schedule." Iqbal Decl. ¶ 7 and Exhibit 1.

7 ♦ On February 5, 2019, counsel for Plaintiffs agreed to postpone Dutcher's deposition
8 as requested and asked counsel for TKE for a last known address for Panero. Iqbal
9 Decl. ¶ 8 and Exhibit 1.

10 ♦ On February 7, 2019, counsel for GNL orally advised that they had not yet provided
11 an address for Hartmann because they were trying "to connect with him informally"
12 to save the effort and expense of an out-of-state subpoena. Counsel for Plaintiffs
13 memorialized this discussion in an email to all parties the next day. Iqbal Decl. ¶ 9
14 and Exhibit 2.

15 ♦ On February 20, 2019, Plaintiffs' counsel again wrote to GNL's lawyers asking for
16 Hartmann's contact information. Iqbal Decl. ¶ 10 and Exhibit 3. The same day,
17 counsel for TKE advised that she had scheduled a week-long vacation in Mexico
18 starting March 17th. *Id.*

19 GNL did not provide an address for Hartmann until March 15, 2019, two days before TKE's
20 counsel's vacation.

21 By this time, counsel for Plaintiffs was occupied with medical issues involving his own
22 health, and, separately – within a matter of days – emergency heart surgery for his father.
23 Because his father is a resident of India who was visiting the United States, when he was
24 diagnosed on March 18 with a serious condition, which resulted in surgery on March 21, this
25 emergency occupied substantially all of Plaintiffs' counsel's time, as he explained in an email to
26 counsel for GNL and TKE on March 27, 2019. Iqbal Decl. ¶ 11 and Exhibit 4. Even after
27

28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 release from hospital on April 11, the father remained confined to Plaintiff's counsel's
2 condominium, hooked to a dialysis machine for 10 hours a day, until he was deemed medically
3 stable enough to return to India in mid-May. Iqbal Decl. ¶ 11.

4 Once this crisis passed, Plaintiffs continued to work in good faith to schedule the
5 additional depositions ordered by the Court – but were stymied by TKE's lack of cooperation:

6 ♦ On April 16, 2019, counsel for the parties finally agreed that Hartmann's deposition
7 would go forward in mid-May 2019. This date was based on Hartmann's availability
8 following a subpoena – GNL never reached the "informal" arrangement with him
9 they discussed in February – and the schedules of counsel. Iqbal Decl. ¶ 12 and
10 Exhibit 5. Although there were subsequent discussions about possible
11 postponements based on the schedules of defendants' respective counsel, the
12 Hartmann deposition went forward on May 17, 2019. Iqbal Decl. ¶ 13.

13 ♦ On June 3, 2019, after reviewing the rough transcript from the Hartmann deposition,
14 counsel for Plaintiffs advised TKE's counsel that he could agree to a stipulation in
15 lieu of Dutcher's further deposition testimony, and to short depositions of Panero and
16 Olsen. Iqbal Decl. ¶ 14 and Exhibit 6.

17 ♦ On June 7, 2019, counsel for TKE provided an address for Panero (originally
18 requested by Plaintiffs in February), but also advised that TKE would not agree to his
19 deposition, the deposition of Olsen, or a stipulation for Dutcher. Iqbal Decl. ¶ 15 and
20 Exhibit 7.

21 On June 11, 2019, Plaintiffs proceeded with deposition notices for Olsen and Dutcher,
22 and subpoenaed Panero on June 16, 2019. The last of these depositions is presently set for July
23 17, 2019; but counsel for TKE has indicated her client will not agree to extend discovery one
24 month to take them. Iqbal Decl. at ¶ 16.

25 This case is currently set to be heard in the trial stack beginning October 14, 2019.

26 ///

27
28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 **IV. LAW AND ARGUMENT.**

2 Regrettably, TKE's latest position is consistent with its conduct throughout this case. As
3 the Court will recall, TKE withheld key documents demonstrating its culpability in the escalator
4 malfunction until *after* the statute of limitations would ordinarily have run. *See* Order Granting
5 Motion for Leave to File Second Amended Complaint at 3:8-12, 5:11-14. TKE then continued
6 to drag its feet, failing to produce key emails and other documents until after the close of
7 discovery. TKE "failed to meet its discovery obligations and in so doing hindered Plaintiffs'
8 discovery and the adjudication of this case." Order at 4:13-15.

9 The issues involved are obviously central to the case: they involve discrepancies between
10 GNL's representations to the Court that the escalator was equipped with all-new steps (in 2012),
11 which were inspected and found to be in perfect condition (in 2015); and TKE's internal emails
12 showing that none of those representations were true. Unfortunately, TKE – and GNL, which
13 both defendants have informed the Court share an unwritten joint defense agreement – have
14 obstinately resisted reopening discovery. The Court ruled against them, *see* Discovery Order,
15 *passim*, but the Court's command has not been enough to secure their full and timely
16 cooperation.

17 Plaintiffs advised in writing that they intended to question Hartmann first. Neither
18 defendant objected to this sequence of events, and GNL's offer to secure Hartmann's
19 cooperation without a subpoena – while ultimately unsuccessful – was accepted by Plaintiffs in
20 good faith. GNL's delay in providing contact information for Hartmann ultimately coincided
21 with medical emergencies besetting Plaintiffs' counsel; but the parties were ultimately able to
22 take his deposition and there is no reason to believe, given that the trial stack in this case is
23 several months away, they could not do likewise for the TKE witnesses.

24 But such an agreement would not be in keeping with TKE's practice of dragging its heels
25 until deadlines are upon the parties or have passed, and then to attempting to use those deadlines
26 to its advantage. Despite acknowledging from the beginning that Hartmann would be deposed
27

28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 first and having been asked for Panero's address in February, TKE did not object to its co-
2 defendant's delay in providing Hartmann's contact information and did not provide Panero's
3 information until June – *at which point TKE announced it would not agree to any of the*
4 *depositions of its personnel ordered by the Court.*

5 Courts have inherent authority to manage discovery. *Zivkovic v. S. Cal. Edison Co.*, 302
6 F.3d 1080, 1087 (9th Cir. 2002). Here, *the Court has already ordered additional discovery*
7 *based on TKE's misconduct* – its failure to provide documents when it should have. Discovery
8 Order at 5:1-5. The decision whether to allow additional time to complete this already-ordered
9 discovery is at bottom an equitable one weighing “(1) the danger of prejudice to the opposing
10 party; (2) the length of the delay and its potential impact on the proceedings; (3) the reason for
11 the delay; and (4) whether the movant acted in good faith.” *Bateman v. U.S. Postal Service*, 231
12 F.3d 1220, 1223-24 (9th Cir. 2000) (citing *Pioneer Investment Services Co. v. Brunswick Assoc.*
13 *Ltd. Partnership*, 507 U.S. 380, 395, 113 S. Ct. 1489, 123 L. Ed. 2d 74 (1993)).

14 There is no possibility of prejudice from allowing the depositions to go forward through
15 July 17, and Plaintiffs acted in good faith and diligently to schedule them given the conduct of
16 the defendants. Plaintiffs respectfully submit that unless the Court enforces its prior Discovery
17 Order by extending the time to take the already-ordered depositions, TKE will be rewarded for
18 its prior delays and the discrepancy between GNL's version of events and TKE's story will
19 remain unresolved.

20 **V. CONCLUSION.**

21 For all the foregoing reasons, this Motion to Extend Deadline for Court-Ordered
22 Discovery should be granted.

23 Dated June 26, 2019.

Respectfully Submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.
Mohamed A. Iqbal, Jr. (NSB #10623)
Attorneys for Plaintiffs

27 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
28 SHORTENING TIME

1 **DECLARATION OF MOHAMED A. IQBAL, JR.**
2 **IN SUPPORT OF**
3 **MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY**
 ON ORDER SHORTENING TIME

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

5 1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe
6 and Nettie Brown in the above-captioned proceeding and make this declaration subject to penalty
7 of perjury under the laws of the United States and the State of Nevada, in support of the
8 Plaintiffs' Motion to Extend Deadline for Court-Ordered Discovery on Order Shortening Time.

9 2. On November 1, 2018, after the initial close of discovery, defendant GNL, Corp.
10 ("GNL") moved for summary judgement, saying all the steps on the down escalator at the
11 Golden Nugget Hotel Resort and Casino in Laughlin Nevada were replaced in 2012 with all-new
12 steps, and that the day after Plaintiff Joe Brown was injured on that escalator the steps were
13 examined and found in perfect condition. On November 16, 2018, defendant Thyssenkrupp
14 Elevator Corp. ("TKE") produced emails, color photographs, and other documents exchanged
15 among various TKE employees contradicting these claims. The emails revealed, among other
16 things, that about two-thirds of the steps on the down escalator were actually old steps and, of
17 those, 35 out of 40 were cracked and needed replacement.

18 3. These matters were litigated earlier this year, leading to the Court's Order Granting
19 Emergency Motion for Reopening Discovery, Court Intervention, and Sanctions on Order
20 Shortening Time ("Discovery Order") entered February 11, 2019. After the hearing on that
21 motion (and even before the Discovery Order was formally entered), I began good-faith efforts
22 to schedule additional depositions for early 2019. My efforts included numerous calls and face-
23 to-face meetings with counsel for GNL and TKE, as well as numerous emails.

24 4. On January 24, 2019, I wrote to counsel asking their availability for depositions in
25 February and for a last known address for former GNL employee Don Hartmann ("Hartmann"),
26 who was identified in TKE's late production as GNL's responsible official for the escalator.
27 Neither counsel responded. Exhibit 1 is a true and correct copy of this email communication.

28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
 SHORTENING TIME

1 5. On February 4, 2019, I wrote again to counsel for GNL and TKE to tell them I would
2 simply notice deposition dates as they had not responded to my prior request. I asked again for
3 Hartmann's last known address, and specifically noted that he would need to be deposed first.

4 6. The need to depose Hartmann ahead of the other witnesses was based on my desire to
5 focus the additional discovery on the discrepancy between what GNL represented to the Court
6 about the steps, and what the late-produced TKE emails showed. I felt that taking up this issue
7 with him might save the parties the cost of further discovery if he could explain the discrepancy.

8 7. None of the other counsel objected to my proposal to take Hartmann first; in fact, TKE's
9 counsel specifically acknowledged that plan in writing and indicated it would be easy to set up
10 the other depositions (for TKE employees Chris Dutcher ("Dutcher") and Scott Olsen
11 ("Olsen")), and former employee Larry Panero ("Panero") afterward. She even suggested we put
12 off Dutcher's deposition until later in the year, when the weather would be better. These
13 comments appear in Exhibit 1.

14 8. On February 5, 2019, I agreed with the suggestion to hold off on Dutcher's deposition,
15 and I asked counsel for TKE for a last known address for Panero. This is also reflected in
16 Exhibit 1.

17 9. On February 7, 2019, I spoke with counsel for GNL who advised they hadn't given me an
18 address for Hartmann yet because they were trying "to connect with him informally" to save the
19 effort and expense of an out-of-state subpoena. Exhibit 2 is a true and correct copy of an email I
20 sent confirming the discussion.

21 10. On February 20, 2019, I again wrote to GNL's lawyers asking for Hartmann's contact
22 information. The same day, counsel for TKE advised that she had scheduled a week-long
23 vacation in Mexico starting March 17th. Exhibit 3 is a true and correct copy of emails
24 documenting these discussions. GNL did not provide an address for Hartmann until March 15,
25 2019, almost two months after I asked, and just two days before TKE's counsel's vacation.

26
27
28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 11. Starting in mid-March, however, I was occupied with personal medical issues and –
2 more urgently – emergency heart surgery for my father, a resident of India who was visiting the
3 United States. He was diagnosed on March 18 with a serious condition, which resulted in
4 surgery on March 21. This occupied substantially all my time, as I explained in an email to
5 opposing counsel on March 27, 2019. Exhibit 4 is a true and correct copy of this email. Even
6 after his release from hospital on April 11, my father remained confined to my condo and hooked
7 to a dialysis machine for 10 hours a day, until he was deemed medically stable enough to return
8 to India in mid-May.

9 12. On April 16, 2019, counsel for the parties agreed Hartmann’s deposition would go
10 forward in mid-May 2019, based on Hartmann’s availability following a subpoena (GNL never
11 reached the “informal” arrangement with him they discussed in February) and the schedules of
12 counsel. Exhibit 5 is a true and correct copy of emails documenting these discussions.

13 13. I had several discussions later about possible postponements of the Hartmann deposition,
14 based on the schedules of defendants’ respective counsel, but it went forward on May 17, 2019.

15 14. On June 3, 2019, after reviewing the rough transcript from the Hartmann deposition, I
16 told TKE’s counsel I could agree to a stipulation in lieu of Dutcher’s further testimony, and to
17 short depositions of Panero and Olsen. Exhibit 6 is a true and correct copy of this email.

18 15. On June 7, 2019, counsel for TKE provided an address for Panero (more than four
19 months after my original written request, which I repeated in subsequent face-to-face
20 discussions). However, she also advised her client would not agree to Panero’s deposition, the
21 deposition of Olsen, or to a stipulation for Dutcher. Exhibit 7 is a true and correct copy of our
22 email correspondence.

23
24
25
26 ///

27
28 MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

1 16. In an abundance of caution, I served deposition notices for Dutcher and Olsen, and
2 caused a subpoena to issue for Panero, with the last deposition scheduled for July 17. I am still
3 willing to work with counsel for the other parties to accommodate their schedules as needed –
4 provided doing so does not become an exercise in delay in which the other parties accept the
5 professional courtesy and then claim time has run out on the discovery ordered by the Court.

6 Dated June 26, 2019.

7 /s/ Mohamed A. Iqbal, Jr.
8 MOHAMED A. IQBAL, JR.
9
10
11
12
13

14 I LAW LV
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER
SHORTENING TIME

EXHIBIT 1

EXHIBIT 1

JNB02697

From: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Date: Tuesday, February 5, 2019 at 5:55 AM

To: Rebecca Mastrangelo <rmcmawlaw.com>, "McLeod, Alexandra B" <Alexandra.McLeod@aig.com>

Cc: Marie-Claire Alsanjaki <mcs@ilawlv.com>, Christopher Mathews <cxm@ilawlv.com>
Subject: Re: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

I was being too presumptuous. Safe travels (and please go to a country bar before you return).

Agreed on NYC weather and pushing Dutcher. Hartmann/IT, Panero (can we have his last known address/contact info), Olsen, and Dutcher.

Thanks—
 Mo

Mohamed A. Iqbal, Jr.
 Iqbal Law PLLC
 101 Convention Center Drive, Suite 1175
 Las Vegas, NV 89109
 (484) 680-6981 (Cell)
ILAW LV

This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

From: Rebecca Mastrangelo <rmcmawlaw.com>
Date: Monday, February 4, 2019 at 5:30 PM

To: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>, "McLeod, Alexandra B" <Alexandra.McLeod@aig.com>

Cc: Marie-Claire Alsanjaki <mcs@ilawlv.com>, Christopher Mathews <cxm@ilawlv.com>
Subject: RE: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

I'm in Nashville tomorrow and Wednesday so can't meet up. May I suggest that we plan on the Dutcher depo in New York a little later since you want Hartmann first and since the weather back east is not conducive to travel right now? I will work with you on any dates but I was just in New York two weeks ago and it was 10 degrees below. Miserable!

Olsen is very easy to schedule and, as previously advised, Panero doesn't work for tk any more but I do know that he is still in Las Vegas so he will be easy to schedule as well.

On Thursday, I have a hearing in another department so I'll check in there first since Judge Kishner tends to go long on her motion mornings.

Talk soon.

Rebecca

From: Mohamed A. Iqbal, Jr. [<mailto:mai@ilawlv.com>]
Sent: Monday, February 04, 2019 5:25 PM
To: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>; Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>
Cc: Marie-Claire Alsanjakli <mcs@ilawlv.com>; Christopher Mathews <cxm@ilawlv.com>
Subject: Re: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

Thank you, Rebecca. I'm generally good the last two weeks of February (the 18th and 25th). But, I need to depose IT/Don Hartmann first, followed in some order (I'm flexible here) of Dutcher, Olsen and Panero.

Rather than a *lot* of emails, can we all just meet for a drink tomorrow?

Discussing depositions and trial date before the 2/7/19 status check could potentially allow us to submit a stipulation for Her Honor's consideration near the top of the hearing calendar. Perhaps it's a bit ambitious to think we'll agree on everything, but a chat may allow us to be more efficient when the matter is called.

Thank you,
Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)



This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

From: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>
Date: Monday, February 4, 2019 at 5:00 PM
To: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>, "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>
Cc: Marie-Claire Alsanjakli <mcs@ilawlv.com>, Christopher Mathews <cxm@ilawlv.com>
Subject: RE: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

What dates are you proposing? I am willing to work with you on scheduling. Also, what are we doing on the trial date?

JNB02699

From: Mohamed A. Iqbal, Jr. [<mailto:mai@ilawlv.com>]
Sent: Monday, February 04, 2019 4:59 PM
To: Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>
Cc: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>; Marie-Claire Alsanjakli <mcs@ilawlv.com>; Christopher Mathews <cxm@ilawlv.com>
Subject: Re: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

Counsel—

I still need a last known address for Hartmann for subpoena purposes. Also, I requested dates in the below email and have received nothing, so I'll notice depositions pursuant to my schedule.

Thank you,
Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)



This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

From: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Date: Thursday, January 24, 2019 at 4:43 PM
To: "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>
Cc: Rebecca Mastrangelo <RMastrangelo@rmcmlaw.com>, Marie-Claire Alsanjakli <mcs@ilawlv.com>, Christopher Mathews <cxm@ilawlv.com>
Subject: Re: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

Counsel:

Thank you for the input. We tracked the proposed order from the transcript of the hearing and what her Honor set forth. You're welcome to submit a competing order, seek reconsideration, and/or appeal the Court's order altogether. We're going to submit.

Re depositions, Plaintiffs need to depose Panero, Olsen, Dutcher, Hartmann (we may need his current contact details from HR), and the IT person handling Hartmann's emails and account upon his retirement/transition. Plaintiffs will focus on the emails and abide by the Court's instructions. If someone specific to the emails arises, Plaintiffs reserve the right to depose them. I would like to give sufficient notice and propose mid-Feb through end of Feb. for the

JNB02700

depos. Early March if necessary. Can we get availability for the above witnesses (and for yourselves, of course) please?

Thank you,
Mo

Sent from my iPhone

On Jan 23, 2019, at 10:13 AM, Mcleod, Alexandra B <Alexandra.Mcleod@aig.com> wrote:

Counsel:

We disagree with conclusion of law #3. Additionally, I believe the instructions from the Court (if not Her Honor's orders) were for us to meet and confer on a discovery schedule and proposed new trial date, so I presumed those dates were to be included in the order.

Kind regards,
Alex

ALEXANDRA B. MCLEOD

Trial Attorney, **GRANT & ASSOCIATES**

Staff Counsel for **AIG**

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, NV 89113

Ofc: 702-940-3556

Cell: 702-971-1193

Fax: 855-429-3413

Alexandra.McLeod@aig.com

To learn more about Staff Counsel & Coverage Counsel, [click here](#).

From: Marie-Claire Alsanjakli [<mailto:mcs@ilawlv.com>]

Sent: Friday, January 18, 2019 12:00 PM

To: Mcleod, Alexandra B; Rebecca Mastrangelo

Cc: Mohamed A. Iqbal, Jr.

Subject: Re: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

My apologies, not sure why it didn't attach. This should be good.

Thank you

Marie-Claire Alsanjakli
Executive Assistant
Iqbal Law PLLC

JNB02701

101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
Email: mcs@ilawlv.com
(702) 750-2950 (Main)
(702) 825-2841 (VFax)
<image003.png>

This e-mail is a confidential communication from Iqbal Law PLLC, and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 750-2950.

From: Marie-Claire Alsanjakli <mcs@ilawlv.com>
Date: Friday, January 18, 2019 at 11:57 AM
To: "McLeod, Alexandra B" <Alexandra.Mcleod@aig.com>, Rebecca Mastrangelo <RMastrangelo@rmcmclaw.com>
Cc: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Subject: Brown v. Landry's et al. (Proposed Order re Discovery Motion)

Dear Alex and Rebecca:

Please find attached for your review the proposed Order regarding the January 8, 2019 Emergency Discovery Motion.

Please let us know if you have any questions or concerns.

Kind Regards

Marie-Claire Alsanjakli
Executive Assistant
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
Email: mcs@ilawlv.com
(702) 750-2950 (Main)
(702) 825-2841 (VFax)
<image003.png>

This e-mail is a confidential communication from Iqbal Law PLLC, and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachm

JNB02702

EXHIBIT 2

EXHIBIT 2

JNB02703

From: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Date: Friday, February 8, 2019 at 9:39 AM
To: "McLeod, Alexandra B" <Alexandra.Mcleod@aig.com>, "Hartig, Sarah B." <Sarah.Hartig@aig.com>, Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>
Subject: Brown v Landrys - Current Status re Multiple Issues

Counsel:

First, Sarah, it was a pleasure meeting you yesterday.

Second, below are the pending immediate issues:

- ◆ All: Please see attached a revised proposed order re Plaintiffs' emergency motion to re-open discovery; I'm using Rebecca's PDF mark-up as the base and added what she and I worked out during a call yesterday, with two substantive additional changes; Alex's request to remove conclusion of law no. 3 is also accepted; the *two substantive* changes are in light of the recent events – to paragraphs 1 (concerning all of us) and 5 (only concerning TKE) on page 5 (there is a third minor change: on page 4, conclusion of law no. 4's intro needs to be removed with the removal of no. 3, and February on page 5); if this works, I'll circulate an MS Word version to sign or please give me authorization to insert /s/ for your signature; would like to submit to the Court today so the parties demonstrate some competency to work together (I accept my portion of the responsibility)
- ◆ Alex: Sarah mentioned that Nugget's delay in procuring Hartmann's contact details for a deposition subpoena stemmed from its continuing efforts to connect with him informally so he appears without the hassle/expense of a foreign jurisdiction subpoena (given his Arizona residency)(I'll address his role and your questions in a subsequent email or when we meet*); I very much appreciate that—thank you, and I will stand-by, as Plaintiffs' obvious preference is to avoid unnecessary work and expense
- ◆ Alex and Sarah: Rebecca is consulting with her client re Plaintiffs' request for a stipulation to vacate the motions in limine and have the substantive motions heard on 2/12; Sarah was in agreement as of yesterday and Alex's proposed stip went in that same direction, regarding Nugget's MiLs; presumably, Nugget is still amenable to such a stipulation concerning all of the MiLs?
- ◆ All, re the trial date: Plaintiffs are good with April 22, subject to the availability of one witness, which is being determined, or a later trial date if the other parties prefer; of course, if it is 4/22, we will need extreme scheduling cooperation from the parties re discovery (and, separately/tangentially, I will have to be more communicative)

*Not urgent, but I'd like to toss out there getting drinks later next week, after Alex gets back and after the Tuesday hearing, to have a candid settlement convo – and I am also not opposed to requesting from Her Honor a mediation/settlement judge. If it's too soon, it's too soon, and if we need to go all the way, all three parties will go all the way, but I want to be mindful of the

JNB02704

potentially extensive judicial resources our matter may gobble up over the next few months, in light of the Court's massive active-case list and yesterday's hearing.

Thanks—
Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)



This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and n

JNB02705

EXHIBIT 3

EXHIBIT 3

JNB02706

From: Mohamed A. Iqbal, Jr. [<mailto:mai@ilawlv.com>]
Sent: Wednesday, February 20, 2019 4:15 PM
To: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>
Cc: Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>
Subject: Re: Joe Brown

Rebecca -

I am cool w it. Just want to get together soon on dates because we don't have tons of time (and doing the review you and I discussed). Thoughts on a SAO versus letter? (We could also reflect the fact that the parties are working together and eliminated one round of motion practice by settling the attorneys fee's issue). Speaking of date conflicts—only potential in my case; I may need to be in England around/just before March 29 to ensure that a certain young lady has enough dry foods and a camp stove, (and heads of cattle/beads?) if Brexit becomes more of a shitshow and there is no deal and no Article 50 delay. Hopefully would be back by April 2 at the latest.

Alex - thanks for drafting the order and we'll get our review done asap. Do we have details for Hartmann to show?

Thank you both—

Mo

Sent from my iPhone

On Feb 20, 2019, at 3:54 PM, Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com> wrote:

Guys – In going over my calendar in March, I see that we have a pretrial conference on March 21, and the judge's order states that trial counsel must be present. Before this new trial setting, I made plans to be in Mexico the week of March 17 and it will be impossible, therefore, for me to attend the PTC in person or even by court call. I would like to send Judge Kishner a letter explaining the foregoing and asking her to hold our PTC on the same day as the hearing on the motions in limine. This would be more efficient for everyone and would alleviate my problem. Are you guys ok with that?

Rebecca

<image001.png>

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, Nevada 89101
702-383-3400
702-384-1460 fax

Notice of Confidentiality:

This e-mail, and any attachments thereto, is intended only for use by the

JNB02707

addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by e-mail (by replying to this message) or telephone (noted above) and permanently delete the original and any copy of any e-mail and any printout thereof. Thank you for your cooperation with respect to this matter.

JNB02708

EXHIBIT 4

EXHIBIT 4

JNB02709

From: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Date: Wednesday, March 27, 2019 at 12:47 PM
To: "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>, Rebecca Mastrangelo
<rmastrangelo@rmcmlaw.com>
Subject: Joe Brown case

Hi Alex and Rebecca:

I hope both of you are doing well, and, Rebecca, I hope you had a nice trip to Mexico.

Over the last several months, I've had an undisclosed medical/health issue that has gotten more problematic, and it may impact my schedule moving forward. Separately, my dad had emergency heart surgery last week and has been at St. Rose for almost two weeks total (I'm writing this email from the ICU, where he's been for a while).

Needless to say, I've been unable to do a whole lot since Alex sent Hartmann's address on March 15. As previously discussed with Rebecca, I've narrowed down the remaining discovery we need to do, and I intend to subpoena Hartmann this week, but it's been difficult (have been in the hospital for several hours every day).

Would you be amenable to requesting that we be placed on the next trial stack?

Thank you and see you tomorrow at the PT conference.

Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)



This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

JNB02710

EXHIBIT 5

EXHIBIT 5

JNB02711

From: Mcleod, Alexandra B [<mailto:Alexandra.Mcleod@aig.com>]
Sent: Tuesday, April 16, 2019 2:53 PM
To: Mohamed A. Iqbal, Jr. <mai@ilawlv.com>; Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>
Cc: Kevin Williams <kxw@ilawlv.com>; Devoge, Camie <Camie.Devoge@aig.com>
Subject: RE: Brown (KXW, be on standby)

My signature is attached. I am available for the Hartmann deposition May 15-17. Let me know if anything else is needed at this time.

Kind regards,
Alex

ALEXANDRA B. MCLEOD

Trial Attorney, **GRANT & ASSOCIATES**
Staff Counsel for **AIG**
7455 Arroyo Crossing Parkway, Suite 300
Las Vegas, NV 89113
Ofc: 702-940-3556
Cell: 702-971-1193
Fax: 855-429-3413
Alexandra.McLeod@aig.com

To learn more about Staff Counsel & Coverage Counsel, [click here](#).

From: Mohamed A. Iqbal, Jr. [<mailto:mai@ilawlv.com>]
Sent: Tuesday, April 16, 2019 2:10 PM
To: Rebecca Mastrangelo; Mcleod, Alexandra B
Cc: Kevin Williams
Subject: [EXTERNAL] Re: Brown (KXW, be on standby)

This message is from an external sender; be cautious with links and attachments.

Thanks for editing, Rebecca – I agree on all points. No need to tie ourselves down with a specific date on the record, especially if we have to reschedule Hartmann (which I'm happy to accommodate)

Very minor edits on the attached MS Word. I took the liberty of attaching an executable PDF but, Alex and Rebecca, feel free to modify further.

Once we finalize, I will send a new, clean email to both of you requesting authorization to sign on your behalf and attaching the final SAO. Your affirmative email replies will be printed out and attached to the SAO that Kevin physically submits to the Department. This would be the

JNB02712

more efficient way but of course not as good, so, any concerns and we can pick up the original wet signatures. Thanks -

Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)
<image001.png>

This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

From: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>
Date: Tuesday, April 16, 2019 at 1:38 PM
To: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>, "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>
Subject: RE: Brown

Here's the corrected one.

From: Rebecca Mastrangelo
Sent: Tuesday, April 16, 2019 1:38 PM
To: Mohamed A. Iqbal, Jr. <mai@ilawlv.com>; Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>
Subject: RE: Brown

Guys – I corrected the MIL hearing time to 8:30 and fixed the grammar pertaining to Hartmann's depo. I did not change the date for his depo; not sure that is so important for the court so we can leave it and maybe change it later if everyone can do it a different day. However, we need to get it on calendar and get him subpoenaed.

Mo – hope everything is ok on your end. Let me know if you want me to wet sign this or if you think the judge will accept an "ss"

Thanks for getting this done.

Rebecca

From: Mohamed A. Iqbal, Jr. [<mailto:mai@ilawlv.com>]
Sent: Tuesday, April 16, 2019 1:18 PM
To: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>; Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>

JNB02713

Subject: Re: Brown

Importance: High

Sorry Rebecca, this has been a hell of a day. Please see attached a draft stip and order, in MS Word format for your respective edits. Thank you-

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)

<image002.png>

This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

From: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>

Date: Tuesday, April 16, 2019 at 10:03 AM

To: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>, "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>

Subject: Brown

MO – Judge Kishner is going to be very unhappy if we don't get that stip to her!

<image003.png>

Rebecca L. Mastrangelo, Esq.
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, Nevada 89101
702-383-3400
702-384-1460 fax

Notice of Confidentiality:

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by e-mail (by replying to this message) or telephone (noted above) and permanently delete the original and any copy of any e-mail and any printout thereof. Thank you for your cooperation with respect to this matter.

JNB02714

EXHIBIT 6

EXHIBIT 6

JNB02715

From: "Mohamed A. Iqbal, Jr." <mai@ilawlv.com>
Date: Monday, June 3, 2019 at 4:05 PM
To: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>, "Mcleod, Alexandra B" <Alexandra.Mcleod@aig.com>
Subject: Brown Case - TKE

Hi Rebecca –

I hope all is well. Don't need to take Dutcher's depo – will bring a declaration to the hearing tomorrow. I need to do short depositions of Panero and Olsen—same day works. Can you coordinate? I can accommodate them on weekdays and weekends over the next two weeks, and further out, and give you no blackout dates from my end.

As an overall FYI, my parents left for further medical treatment in India and my medical issues, stretching back to January, have stabilized. There will be much more flexibility in my daily calendar.

Thanks,
Mo

Mohamed A. Iqbal, Jr.
Iqbal Law PLLC
101 Convention Center Drive, Suite 1175
Las Vegas, NV 89109
(484) 680-6981 (Cell)



This e-mail is a confidential communication from Iqbal Law PLLC and may contain proprietary, privileged, and/or otherwise protected information. If you are not the (or a) named recipient, please delete this email and any attachments immediately, and notify the sender at (702) 530-4015.

JNB02716

EXHIBIT 7

EXHIBIT 7

JNB02717

Subject: Brown

Date: Friday, June 7, 2019 at 7:05:05 AM Eastern Daylight Time

From: Rebecca Mastrangelo <rmastrangelo@rmcmlaw.com>

To: mai@ilawlv.com <mai@ilawlv.com>

Hi Mo,

Here is the last known address for Panaro: 2760 Marnay Lane, Henderson, NV 89044.

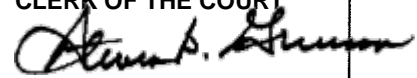
As we discussed, I cannot agree to his deposition at this time since the order allowed you several months of additional discovery and the deadline is now upon us. The same goes for Scott Olsen.

As to the proposed declaration for Dutcher, I believe all the information you seek was already testified to by him in the deposition you already took. Why is there a need for him to sign a declaration when it is all already in his sworn testimony?

Rebecca

Sent from my iPad

JNB02718



OBJ
REBECCA L. MASTRANGELO, ESQ.
Nevada Bar No. 5417
MADELINE L. DI CICCIO, ESQ.
Nevada Bar No. 5934
ROGERS, MASTRANGELO, CARVALHO & MITCHELL
700 South Third Street
Las Vegas, Nevada 89101
Phone (702) 383-3400
Fax (702) 384-1460
rmastrangelo@rmcmclaw.com
Attorneys for Defendant
THYSSENKRUPP ELEVATOR CORPORATION

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

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.

OBJECTION TO SUBPOENA FOR DEPOSITION

COMES NOW, Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and
through its counsel of record, Rebecca L. Mastrangelo, Esq., of the law firm of Rogers,
Mastrangelo, Carvalho & Mitchell, and hereby objects to Plaintiffs' Subpoena for Deposition of

JNB02719

1 Larry Panero (sic) based upon the fact that this subpoena and proposed stipulation is in violation
2 of this Court dated April 17, 2019 (and entered on April 22, 2019). That order, attached hereto,
3 expressly provides that discovery must conclude by June 17, 2019. Plaintiffs' subpoena which
4 was apparently served just days before the discovery cutoff schedules Mr. Panero's deposition for
5 July 17, 2019, a month after the close of discovery.

6 Because Plaintiffs' counsel issued the subpoena in violation of this Court's order,
7 Defendant objects to same.

8 DATED this 18th day of July, 2019.

9 ROGERS, MASTRANGELO, CARVALHO &
10 MITCHELL

11 

12 REBECCA L. MASTRANGELO, ESQ.

13 Nevada Bar No. 5417

14 MADELINE L. DI CICCIO, ESQ.

15 Nevada Bar No. 5934

16 700 South Third Street

17 Las Vegas, Nevada 89101

18 Attorney for Defendant

19 THYSSENKRUPP ELEVATOR CORPORATION
20
21
22
23
24
25
26
27
28

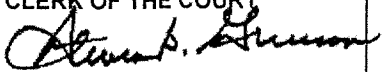
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 1 day of July, 2019, a true and correct copy of the foregoing **OBJECTION TO SUBPOENA FOR DEPOSITION** was served via electronic means with the Eighth Judicial District Court, addressed as follows, upon the following counsel of record:

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

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


An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHEL



NEOJ
IQBAL LAW PLLC
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
101 Convention Center Dr., Suite 1175
Las Vegas, Nevada 89109
1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER REGARDING DISCOVERY
MATTERS AND TRIAL STACK**

PLEASE TAKE NOTICE that the Stipulation and Order Regarding Discovery Matters
and Trial Stack has been entered on April 22, 2019, a copy of which is attached hereto as
Exhibit A.

Dated April 22, 2019.

Respectfully Submitted,

IQBAL LAW PLLC

By: /s/ Mohamed A. Iqbal, Jr.
Mohamed A. Iqbal, Jr. (NSB #10623)

NOTICE OF ENTRY OF STIPULATION AND ORDER

1 of 2

CERTIFICATE OF SERVICE

I certify that I served the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER REGARDING DISCOVERY MATTERS AND TRIAL STACK** on all counsel of record in this matter using the Court's e-file/e-service system on April 22, 2019.

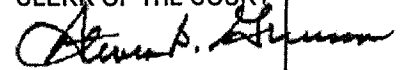
By: /s/ Kevin Williams
An employee of IQBAL LAW PLLC

ILAW LV

EXHIBIT A

EXHIBIT A

JNB02724



1 **SAO**
2 **IQBAL LAW PLLC**
3 Mohamed A. Iqbal, Jr. (NSB #10623)
4 Christopher Mathews (NSB #10674)
5 101 Convention Center Dr., Suite 1175
6 Las Vegas, Nevada 89109
7 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
8 info@ilawlv.com

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

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

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

11 **Plaintiffs,**

12 **vs.**

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

21 **Defendants.**

22 **AND ASSOCIATED CASES**

Case No.: A-16-739887-C
Dept. No.: XXXI

**STIPULATION AND ORDER
REGARDING DISCOVERY MATTERS
AND TRIAL STACK**

23 **COME NOW** the Parties, by and through their respective counsel of record, and hereby
24 stipulate to the following:

25 **1. Defendants GNL, Corp.'s:**

- 26 **a. Motion *in Limine* #1 to Exclude Srinivas Nalamachu, MD for Unauthorized Practice**
27 **of Medicine in Nevada; and**
28 **b. Motions *in Limine* #2 Regarding Other Incidents or Repairs And #3 Regarding**
Discovery Matters,

STIPULATION AND ORDER REGARDING DISCOVERY MATTERS AND TRIAL STACK

1 of 3

APR 17 '19 PM 08:16*

TC 31

- 1 shall be heard on April 22, 2019 at 8:30 a.m.
- 2 2. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's:
- 3 a. Motion in Limine #1 Re: Computation of Damages;
- 4 b. Motion in Limine #3 Re: Responsibility Avoidance and Reptile Theory Arguments;
- 5 c. Motion in Limine #4 Re: Improper Voir Dire;
- 6 d. Motion in Limine #6 Re: Exclusion of Evidence of Subsequent Incidents;¹
- 7 e. Motion in Limine #7 Re: Claim that Thyssenkrupp "Hid" or Failed to Produce
- 8 Evidence; and
- 9 f. Motion in Limine #8 Re: Exclude the Testimony of Sheila Nabors Swett,

10 shall be heard on April 22, 2019 at 8:30 a.m.

- 11 3. Plaintiffs filed a notice of limited non-opposition to:
- 12 a. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's Motion in
- 13 Limine #2 Re: Treating Physicians; and
- 14 b. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's Motion in
- 15 Limine #5 Re: Limit Experts to Opinions and Matters Set Forth in Their Reports,
- 16 and these two Motions may be granted and vacated from the April 22, 2019 hearing.
- 17 4. Plaintiffs will schedule, subpoena, and depose Don Hartmann at a time and location to be
- 18 determined.
- 19 5. Discovery, the limits of which have been set by the Court pursuant to prior order and
- 20 rulings (including at a prior hearing on March 28, 2019), shall conclude by June 17, 2019.
- 21 6. The Parties agree that trial for this matter is currently set for the October 14, 2019 trial
- 22 stack, and respectfully request from the Court a pre-trial order to this effect.

23 IT IS SO STIPULATED.

24 [Signatures follow on the next page]

25

26 ¹ Plaintiffs and Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation are

27 discussing a resolution that will allow this motion in limine to be granted and removed from the

28 Court's hearing calendar.

1 DATED this 16th day of April 2019.

2 IQBAL LAW PLLC

3 *James E. Lewis Jr. NSB #17116*
4 *for Mohamed A. Iqbal, Jr.*
5 MOHAMED A. IQBAL, JR., ESQ.

6 Nevada Bar No. 10623

7 101 Convention Center Drive, Suite 1175

8 Las Vegas, Nevada 89109

9 Attorneys for Plaintiffs,

10 JOE N. BROWN and NETTIE J. BROWN

11 DATED this 16th day of April 2019.

12 ROGERS, MASTRANGELO, CARVALHO

13 & MITCHELL

14 *Rebecca L. Mastrangelo*
15 REBECCA L. MASTRANGELO, ESQ.

16 Nevada Bar No. 5417

17 700 S. 3rd Street

18 Las Vegas, NV 89101

19 Attorneys for Defendants/Third-Party Defendants,

20 THYSSENKRUPP ELEVATOR CORPORATION

DATED this 16th day of April 2019.

GRANT & ASSOCIATES

21 *Alexandra M. Leod*
22 ALEXANDRA M. LEOD, ESQ.

23 Nevada Bar No. 8185

24 7455 Arroyo Crossing Parkway, Suite 300

25 Las Vegas, Nevada 89113

26 Attorneys for Defendants, GNL CORP.,

27 LANDRY'S, INC., and GOLDEN NUGGET,
28 INC.

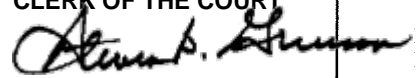
ORDER

IT IS SO ORDERED.

DATED this 17 day of April 2019.

29 *Joanna S. Kishner*
30 DISTRICT COURT JUDGE JOANNA S. KISHNER
31 DEPARTMENT XXXI

STIPULATION AND ORDER REGARDING DISCOVERY MATTERS AND TRIAL STACK



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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

Date of Hearing: 7/10/19
Time of Hearing: 1:00 p.m.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

**DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S
OPPOSITION TO PLAINTIFFS' MOTION TO EXTEND DEADLINE FOR COURT-
ORDERED DISCOVERY ON AN ORDER SHORTENING TIME**

COMES NOW, Defendant, THYSSENKRUPP ELEVATOR CORPORATION, by and
through its counsel of record, Rebecca L. Mastrangelo, Esq. and the law firm of ROGERS,

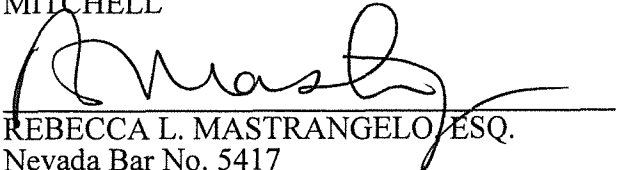
JNB02728

1 MASTRANGELO, CARVALHO & MITCHELL, and hereby submits its Opposition to Plaintiffs'
2 Motion to Extend Deadline for Court-Ordered Discovery on an order shortening time.

3 This Opposition is made and based upon the papers and pleadings on file herein, the
4 accompanying memorandum of points and authorities, and oral argument, if any, at the time of the
5 hearing on this matter.

6 DATED this 3rd day of July, 2019.

7 ROGERS, MASTRANGELO, CARVALHO &
8 MITCHELL

9 
10 REBECCA L. MASTRANGELO, ESQ.

11 Nevada Bar No. 5417

12 MADELINE L. DICICCO, ESQ.

13 Nevada Bar No. 5934

14 700 South Third Street

15 Las Vegas, Nevada 89101

16 Attorneys for Defendant

17 THYSSENKRUPP ELEVATOR CORPORATION

18 **POINTS AND AUTHORITIES**

19 **I.**

20 **INTRODUCTION AND SUMMARY OF ARGUMENT**

21 The facts underlying this case are well known to the court. Plaintiffs' Complaint was
22 filed on July 12, 2016. Since that time, there have been fourteen depositions taken, four
23 extensions of discovery and multiple trial continuances, all based upon a simple fall on an
24 escalator by an elderly, intoxicated man who required a cane to ambulate. To state that the case
25 has been overlitigated is an understatement. Plaintiffs now desire yet another deposition even
26 though the discovery deadline has passed.

27 Further, despite the allegations in Plaintiffs' motion accusing thyssenkrupp of "dragging
28 its heels" through discovery, the court file will reflect that the history of Plaintiffs' prosecution in
this case is fraught with last minute filings (literally at or after midnight on the due dates),
repeated requests for additional time and now a motion so untimely that it must be heard on

1 shortened time. In addition to being untimely, the instant motion fails to cite the applicable
2 standard or any support for the relief sought. No excusable neglect has been shown, but only
3 excuses. As set forth more fully below, Plaintiffs' motion should be denied.

4 II.

5 BACKGROUND AND PROCEDURAL HISTORY

6	July 12, 2016	Plaintiffs' Complaint filed
7	August 2017	Discovery continued by stipulation of counsel.
8	November 6, 2017	Defendant thyssenkrupp produced approximately 70 pages of work
9		proposals and email communications bringing to light the issue of cracked
10		escalator steps on the unit at issue. The emails included email
		communications between Larry Panaro (then employed by thyssenkrupp)
		and Don Hartmann (then employed by Golden Nugget) relating to same.
11	December 2017	Discovery continued by stipulation of counsel.
12	November 16, 2018	Defendant thyssenkrupp produced approximately 40 additional pages of
13		email communications, none of which provided any new or additional
		information pertaining to the cracked steps.
14	December 10, 2018	Plaintiffs filed emergency motion to reopen discovery based upon the
		additional emails.
15	January 8, 2019	Court granted Plaintiffs' emergency motion and permitted counsel the
16		opportunity to depose the individuals mentioned in the newly produced
17		emails, limiting the scope of the depositions to the information contained
18		in the new emails. The Court ordered the parties to confer on a timetable
		for such discovery and submit a stipulation within two weeks.
19	February 2019	Exchange of emails among all counsel re: depositions with proposed dates
20		in late February and early March 2019, with the exception of Chris
		Dutcher, who would be deposed later in the year given New York weather.
21	March 2019	No communication from Plaintiffs re: depositions of TKE personnel.
22	April 2019	No communication from Plaintiffs re: depositions of TKE personnel.
23	April 2019	Despite the foregoing, Plaintiffs did not submit a stipulation and order to
24		the Court until April, 2019. The Order was signed by the Court on April
		17, 2019, and ordered that the limited discovery be concluded by June 17,
		2019. (<i>Attached as Exhibit "A."</i>)
25	May 17, 2019	Plaintiffs conducted the deposition of Don Hartmann, which was the one
26		and only deposition timely requested and noticed pursuant to the Court's
27		April 2019 order.

May 18, 2019 to
June 2, 2019 No communication from Plaintiffs re: depositions of TKE personnel.

June 3, 2019 Plaintiffs expressed an interest in deposing Larry Panaro but failed to notice the deposition.

June 11, 2019 Plaintiffs served notices of depositions of Scott Olsen and Christopher Dutcher to occur, in Las Vegas, and New York City, respectively, on June 27, 2019 and June 28, 2019. (*Attached collectively as Exhibit "B."*)

June 14, 2019 Counsel for TKE advised Plaintiffs' counsel that the notices of deposition for Olsen and Dutcher were in violation of the court's order closing discovery on June 17, 2019. (*Attached as Exhibit "C."*) No response was received.

June 20, 2019 Counsel for TKE was informed that Scott Olsen is direly ill and not expected to return to work in the near future (thus unavailable for deposition). Plaintiffs' counsel was advised through correspondence. (*Attached as Exhibit "D."*)

June 25, 2019 Plaintiffs filed a Subpoena for Deposition of Larry Panero (sic) which was the first notice to defense counsel of same. The Subpoena commands Mr. Panaro to appear on July 17, 2019, a month after the court-ordered discovery cutoff. Plaintiffs have not served counsel in this case with a Notice of Deposition.

July 1, 2019 TKE filed a Notice of Objection to the Subpoena for Panaro's deposition. A motion for protective order had been planned by the instant motion and opposition obviates the need for same.

III.

ARGUMENT

A. Standard

This motion presents questions of law in applying the standards of NRCP 16 and EDCR 2.35. Under NRCP 16(b)(4), a discovery schedule may be modified by the court for "good cause".¹ Rule 16(b)'s "good cause" standard primarily considers the diligence of the party seeking the amendment. See *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 971

¹ Disregard of the [scheduling] order would undermine the court's ability to control its docket, disrupt the agreed-upon course of the litigation, and reward the indolent and the cavalier." *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 971 (Nev. App. 2015) NRCP 16 was drafted precisely to prevent this from occurring. *Id.*

1 (Nev. App. 2015):

2 In determining whether “good cause” exists under Rule 16(b), the basic inquiry for the
3 trial court is whether the filing deadline cannot reasonably be met despite the diligence of
4 the party seeking the amendment. See 6A Charles Alan Wright, Arthur R. Miller & Mary
5 Kay Kane, Federal Practice and Procedure § 1522.2 (2010), and cases cited therein.

6 Courts have identified four factors that may aid in assessing whether a party exercised
7 diligence in attempting, but failing, to meet the deadline: (1) the explanation for the untimely
8 conduct, (2) the importance of the requested untimely action, (3) the potential prejudice in
9 allowing the untimely conduct, and (4) the availability of a continuance to cure such prejudice.
10 *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 971 (Nev. App. 2015).

11 These four factors are nonexclusive and need not be considered in every case. If the
12 moving party was not diligent in at least attempting to comply with the deadline, “the inquiry
13 should end.” *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 971 (Nev. App.
14 2015). Thus, of the four factors, the first (the movant's explanation for missing the deadline) is by
15 far the most important and may in many cases be decisive by itself. *Id.* (“Although the existence
16 or degree of prejudice to the party opposing the modification might supply additional reasons to
17 deny a motion, the focus of the inquiry is upon the moving party's reasons for seeking
18 modification.”).

19 Lack of diligence has been found when a party was aware of the information behind its
20 amendment before the deadline, yet failed to seek amendment before it expired. See *Perfect*
21 *Pearl Co. v. Majestic Pearl & Stone, Inc.*, 889 F.Supp.2d 453, 457 (S.D.N.Y.2012) (“A party
22 fails to show good cause when the proposed amendment rests on information that the party knew,
23 or should have known, in advance of the deadline.” (internal quotation marks omitted)). In
24 addition, “carelessness is not compatible with a finding of diligence and offers no reason for a
25 grant of relief.” *Johnson*, 975 F.2d at 609. See also *Nutton v. Sunset Station, Inc.*, 131 Nev. Adv.
26 Op. 34, 357 P.3d 966, 971–72 (Nev. App. 2015):

27 Under these circumstances, the record demonstrates that Nutton did not act diligently in
28 filing his motion when he did. In particular, Nutton proffered no explanation as to why he
could not have filed his motion before the deadline for doing so, especially since he

1 asserted that both parties had already conducted discovery relating to his proposed new
2 claim. Rather than filing the motion before the deadline, he inexplicably let the deadline
3 elapse by three weeks. Thus, Nut ton's motion would have been properly denied under
4 NRCPP 16(b).

5 While the standard for showing good cause is already high, Plaintiff's instant motion was
6 not filed until 10 days after the expiration of the discovery deadline. Under EDCR 2.35, such
7 motions must be filed 20 days before the discovery deadline date. Once the discovery deadline
8 has expired, any such request shall not be granted unless excusable neglect is shown. EDCR
9 2.35(a):

- 10 (a) Stipulations or motions to extend any date set by the discovery scheduling order
11 must be in writing and supported by a showing of good cause for the extension
12 and be received by the discovery commissioner within 20 days before the
13 discovery cut-off date or any extension thereof. **A request made beyond the
14 period specified above shall not be granted unless the moving party, attorney
15 or other person demonstrates that the failure to act was the result of
16 excusable neglect.** (Emphasis added.)

17 The meaning of the term excusable neglect is well settled. For example, Black's Law
18 Dictionary defines "excusable neglect" as follows:

19 A failure—which the law will excuse—to take some proper step at the proper time (esp.
20 in neglecting to answer a lawsuit) not because of the party's own carelessness, inattention,
21 or willful disregard of the court's process, but because of some unexpected or unavoidable
22 hindrance or accident or because of reliance on the care and vigilance of the party's
23 counsel or on a promise made by the adverse party.

24 Black's Law Dictionary 1133 (9th ed.2009). A number of Nevada cases have applied "excusable
25 neglect" as grounds for enlarging time under NRCPP 6(b)(2) and as a basis for setting aside a
26 judgment under NRCPP 60(b)(1). The concept of "excusable neglect" applies to instances where
27 some external factor beyond a party's control affects the party's ability to act or respond as
28 otherwise required. See *Clark v. Coast Hotels & Casinos, Inc.*, 62603, 2014 WL 3784262, at
*3–4 (Nev. July 30, 2014); *Moseley v. Eighth Judicial Dist. Court*, 124 Nev. 654, 667–68, 188
P.3d 1136, 1145–46 (2008) (concluding that, under NRCPP 6(b)(2), excusable neglect may justify
an enlargement of time to allow for substitution of a deceased party where the delay was caused
by a lack of cooperation from the decedent's family and attorney); *Stoecklein v. Johnson Elec.,
Inc.*, 109 Nev. 268, 273, 849 P.2d 305, 308 (1993) (affirming a district court's finding of

excusable neglect under NRCP 60(b)(1) where default judgment resulted from a lack of notice); *Yochum v. Davis*, 98 Nev. 484, 486–87, 653 P.2d 1215, 1216–17 (1982) (reversing a district court's order denying a motion to set aside a default judgment under NRCP 60(b)(1) where default resulted from a lack of procedural knowledge).

B. Plaintiffs' motion does not satisfy the standard for either "good cause" or "excusable neglect".

Plaintiffs' motion asserted that the allowed discovery could not be completed because:

- 1) Counsel was pre-occupied with a medical emergency for his father, in March of 2019, and
- 2) Defendant did not provide an address for ex-GNL employee Don Hartmann until March 15, 2019.

Neither of Plaintiffs' purported reasons qualify as good cause or excusable neglect.

Plaintiff obtained a discovery continuance on **January 8, 2019**, to conduct the previously requested discovery by the deadline of **June 17, 2019**. Plaintiffs did not depose Don Hartmann until May 17, 2019, and further waited until **June 3, 2019** to request to schedule other depositions. Even after being advised on June 3, 2019 that depositions beyond the June 17, 2019 discovery cutoff would not be agreed to, Plaintiffs still delayed before sending notices of depositions until well after the discovery cutoff and delayed even further in filing the motion for additional time.

Plaintiffs' motion does not state why Plaintiffs could not have timely filed a motion to continue as required by EDCR 2.35. As Plaintiffs' own motion asserts, counsel knew that Defendant TKE was not going to agree to depositions occurring past the discovery deadline of June 17, 2019. Plaintiffs had sufficient time, before the discovery deadline expired, within which to file a motion pursuant to EDCR 2.35. Instead, Plaintiffs waited until after the deadline had expired, which now requires a showing of "excusable neglect" in addition to a showing of "good cause."

Given the total lack of an explanation as to why Plaintiff could not file this motion before the expiration of the deadline, good cause in this matter has not been shown pursuant to *Nutton v.*

1 *Sunset Station, Inc., supra* at 971–72:

2 Under these circumstances, the record demonstrates that Nutton did not act diligently in
3 filing his motion when he did. In particular, Nutton proffered no explanation as to why he
4 could not have filed his motion before the deadline for doing so, especially since he
5 asserted that both parties had already conducted discovery relating to his proposed new
6 claim. Rather than filing the motion before the deadline, he inexplicably let the deadline
7 elapse by three weeks. Thus, Nutton's motion would have been properly denied under
8 NRCP 16(b).

9 In this case, Plaintiffs were not diligent in at least attempting to comply with the deadline.
10 Thus, “the inquiry should end.” *Id.* at 971.

11 Moreover, Plaintiffs cannot show excusable neglect. The concept of “excusable neglect”
12 applies to instances where **some external factor beyond a party's control** affects the party's
13 ability to act or respond as otherwise required. See *Clark v. Coast Hotels & Casinos, Inc.*, 62603,
14 2014 WL 3784262, at *3–4 (Nev. July 30, 2014); *Moseley v. Eighth Judicial Dist. Court*, 124
15 Nev. 654, 667–68, 188 P.3d 1136, 1145–46 (2008). Plaintiffs’ motion does identify any external
16 factor which prohibited Plaintiffs from filing a motion to continue the deadline before it expired.
17 The stated medical emergencies of counsel’s father had, pursuant to the motion, been resolved by
18 May, 2019. There was no factor outside Plaintiffs’ control which prohibited filing a motion
19 before June 17, 2019. No unexpected or unavoidable hindrance occurred to prevent compliance
20 with the deadline.

21 Finally, Plaintiffs’ lack of diligence has resulted in at least one witness (Scott Olsen)
22 being unavailable for deposition at any time in the near future. See *Exhibit “D.”* As the instant
23 motion was filed on an order shortening time (and, additionally, during a holiday week), to the
24 extent this Court allows Plaintiffs to reopen discovery once again, TKE will need to bring this
25 matter before the Court once again by way of a Motion for Protective Order.

26 IV.

27 CONCLUSION

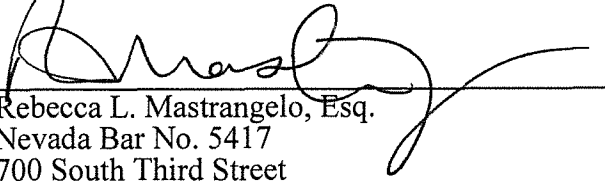
28 There have already been several continuances of this matter. The discovery deadline has
passed once again. Plaintiffs have waited until after the deadline to move this court to re-open

1 discovery, after failing to conduct the discovery they seek in the past six months. While the
2 medical situation of Plaintiffs' counsel's father is regrettable, this "emergency" had resolved long
3 before expiration of the deadline, and does not provide good cause and excusable neglect.
4 Plaintiffs' counsel is in his current predicament based upon his own delay and failure of
5 diligence.

6 Based upon the foregoing, the request to re-open discovery should be denied.

7 DATED this 3rd day of July, 2019.

8 ROGERS, MASTRANGELO, CARVALHO &
9 MITCHELL

10 
11 Rebecca L. Mastrangelo, Esq.
12 Nevada Bar No. 5417
13 700 South Third Street
14 Las Vegas, Nevada 89101
15 Attorney for Defendant

16 THYSSENKRUPP ELEVATOR CORPORATION
17
18
19
20
21
22
23
24
25
26
27
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 3 day of
4 July, 2019, a true and correct copy of the foregoing **DEFENDANT THYSSENKRUPP**
5 **ELEVATOR CORPORATION'S OPPOSITION TO PLAINTIFFS' MOTION TO**
6 **EXTEND DEADLINE FOR COURT- ORDERED DISCOVERY ON AN ORDER**
7 **SHORTENING TIME** was served via electronic means with the Eighth Judicial District Court,
8 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
16 Annalisa N. Grant, Esq.
17 GRANT & ASSOCIATES
18 7455 Arroyo Crossing Parkway, Suite 300
19 Las Vegas, Nevada 89113
20 Attorneys for Third-Party Plaintiff

21
22 
23 An employee of ROGERS, MASTRANGELO,
24 CARVALHO & MITCHELL
25
26
27
28

EXHIBIT “A”

EXHIBIT “A”

JNB02738



1 **SAO**
2 IQBAL LAW PLLC
3 Mohamed A. Iqbal, Jr. (NSB #10623)
4 Christopher Mathews (NSB #10674)
5 101 Convention Center Dr., Suite 1175
6 Las Vegas, Nevada 89109
7 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
8 info@ilawlv.com

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

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

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

14 Plaintiffs,

15 vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C
Dept. No.: XXXI

**STIPULATION AND ORDER
REGARDING DISCOVERY MATTERS
AND TRIAL STACK**

21 COME NOW the Parties, by and through their respective counsel of record, and hereby
22 stipulate to the following:

23 1. Defendants GNL, Corp.'s:

- 24 a. Motion *in Limine* #1 to Exclude Srinivas Nalamachu, MD for Unauthorized Practice
25 of Medicine in Nevada; and
26 b. Motions *in Limine* #2 Regarding Other Incidents or Repairs And #3 Regarding
27 Discovery Matters,

28 **STIPULATION AND ORDER REGARDING DISCOVERY MATTERS AND TRIAL STACK**

1 of 3

APR 17 '19 PM08:16*

JNB02739

- 1 shall be heard on April 22, 2019 at 8:30 a.m.
- 2 2. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's:
- 3 a. Motion in Limine #1 Re: Computation of Damages;
- 4 b. Motion in Limine #3 Re: Responsibility Avoidance and Reptile Theory Arguments;
- 5 c. Motion in Limine #4 Re: Improper Voir Dire;
- 6 d. Motion in Limine #6 Re: Exclusion of Evidence of Subsequent Incidents;¹
- 7 e. Motion in Limine #7 Re: Claim that Thyssenkrupp "Hid" or Failed to Produce
- 8 Evidence; and
- 9 f. Motion in Limine #8 Re: Exclude the Testimony of Sheila Nabors Swett,
- 10 shall be heard on April 22, 2019 at 8:30 a.m.
- 11 3. Plaintiffs filed a notice of limited non-opposition to:
- 12 a. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's Motion in
- 13 Limine #2 Re: Treating Physicians; and
- 14 b. Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation's Motion in
- 15 Limine #5 Re: Limit Experts to Opinions and Matters Set Forth in Their Reports,
- 16 and these two Motions may be granted and vacated from the April 22, 2019 hearing.
- 17 4. Plaintiffs will schedule, subpoena, and depose Don Hartmann at a time and location to be
- 18 determined.
- 19 5. Discovery, the limits of which have been set by the Court pursuant to prior order and
- 20 rulings (including at a prior hearing on March 28, 2019), shall conclude by June 17, 2019.
- 21 6. The Parties agree that trial for this matter is currently set for the October 14, 2019 trial
- 22 stack, and respectfully request from the Court a pre-trial order to this effect.

23 IT IS SO STIPULATED.

24 [Signatures follow on the next page]

25 _____

26 ¹ Plaintiffs and Defendant/Third Party Defendant ThyssenKrupp Elevator Corporation are

27 discussing a resolution that will allow this motion in limine to be granted and removed from the

28 Court's hearing calendar.

1 DATED this 16th day of April 2019.

2 IQBAL LAW PLLC

3 *James E. Iqbal* *NSB #14116*
4 *For Mohamed A. Iqbal, Jr.*
5 MOHAMED A. IQBAL, JR., ESQ.

6 Nevada Bar No. 10623

7 101 Convention Center Drive, Suite 1175

8 Las Vegas, Nevada 89109

9 *Attorneys for Plaintiffs,*

10 *JOE N. BROWN and NETTIE J. BROWN*

DATED this 16th day of April 2019.

GRANT & ASSOCIATES

Alexandra M. Leod

ALEXANDRA M^CLEOD, ESQ.

Nevada Bar No. 8185

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, Nevada 89113

Attorneys for Defendants, GNL, CORP.,

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

8 DATED this 16th day of April 2019.

9 ROGERS, MASTRANGELO, CARVALHO

10 & MITCHELL

Rebecca L. Mastrangelo

11 REBECCA L. MASTRANGELO, ESQ.

12 Nevada Bar No. 5417

13 700 S. 3rd Street

14 Las Vegas, NV 89101

Attorneys for Defendants/Third-Party Defendants,

THYSSENKRUPP ELEVATOR CORPORATION

ILAW LV

15 ORDER

16 IT IS SO ORDERED.

17 DATED this 17 day of April 2019.

18 *Joanna S. Kishner*
19
20 DISTRICT COURT JUDGE JOANNA S. KISHNER
21 DEPARTMENT XXXI
22
23
24
25
26
27
28

STIPULATION AND ORDER REGARDING DISCOVERY MATTERS AND TRIAL STACK

EXHIBIT “B”

EXHIBIT “B”

JNB02742

NDEP

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

1-(702) 750-2950 (Tel)

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

info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

Case No.: A-16-739887-C

Dept. No.: XXXI

**NOTICE OF TAKING DEPOSITION OF
SCOTT OLSEN**

AND ASSOCIATED CASES

TO: SCOTT OLSEN; Defendant Thyssenkrupp Elevator Corp.; Rebecca L. Mastrangelo, Rogers Mastrangelo Carvalho & Mitchell, its counsel of record; and

TO: All other parties and their respective counsel of record:

* * *

PLEASE TAKE NOTICE that on June 27, 2019, at 10:00 a.m., at IQBAL LAW PLLC, 101 Convention Center Drive, Suite 1175, Las Vegas, Nevada 89109, Plaintiffs Joe N. Brown and Nettie J. Brown will take the deposition of SCOTT OLSEN upon oral examination, pursuant to N.R.C.P. Rule 26, before a Notary Public, or some other officer authorized by law to administer oaths. Oral examination will continue from day to day until completed.

NOTICE OF DEPOSITION

1 of 2

1 All parties, and/or their respective counsel of record, are invited to attend and ask
2 questions.

3 Dated June 11, 2019.

4 IQBAL LAW PLLC

5 By: /s/ Christopher Mathews
6 Christopher Mathews (NSB #10674)

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

9 **CERTIFICATE OF SERVICE**

10 I certify that I served the foregoing **NOTICE OF DEPOSITION** on all counsel of record in this
11 matter using the Court's e-file/e-service system on June 11, 2019.

12 By: /s/ Mohamed A. Iqbal, Jr.
13 An employee of IQBAL LAW PLLC

14 **ILAW LV**

NDEP

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

1-(702) 750-2950 (Tel)

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

info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**NOTICE OF TAKING DEPOSITION OF
CHRIS DUTCHER**

TO: CHRIS DUTCHER; Defendant Thyssenkrupp Elevator Corp.; Rebecca L. Mastrangelo, Rogers Mastrangelo Carvalho & Mitchell, its counsel of record; and

TO: All other parties and their respective counsel of record:

* * *

PLEASE TAKE NOTICE that on June 28, 2019, at 10:00 a.m. Eastern Time, at Davinci Meeting Rooms, 551 Madison Ave. #1101, New York, New York 10022, Plaintiffs Joe N. Brown and Nettie J. Brown will take the deposition of CHRIS DUTCHER upon oral examination, pursuant to N.R.C.P. Rule 26, before a Notary Public, or some other officer authorized by law to administer oaths. Oral examination will continue from day to day until completed.

NOTICE OF DEPOSITION

1 of 2

1 All parties, and/or their respective counsel of record, are invited to attend and ask
2 questions.

3 Dated June 11, 2019.

4 IQBAL LAW PLLC

5 By: /s/ Christopher Mathews
6 Christopher Mathews (NSB #10674)

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

9 **CERTIFICATE OF SERVICE**

10 I certify that I served the foregoing **NOTICE OF DEPOSITION** on all counsel of record in this
11 matter using the Court's e-file/e-service system on June 11, 2019.

12 By: /s/ Mohamed A. Iqbal, Jr.
13 An employee of IQBAL LAW PLLC

14 **ILAW** LV

EXHIBIT “C”

EXHIBIT “C”

JNB02747



Attorneys At Law
Stephen H. Rogers
Rebecca L. Mastrangelo
Daniel E. Carvalho
Bert Mitchell*
Imran Anwar
Charles A. Michalek
Marissa R. Temple
Will C. Mitchell
Sean N. Payne
*Of Counsel

June 14, 2019

VIA E-SERVICE
AND U.S. MAIL

Mohamed A. Iqbal, Jr., Esq.
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109

Re: Joe Brown and Nettie Brown v. Landry's, Inc., GNL Corp./GNL Corp. v.
ThyssenKrupp Elevator Corporation

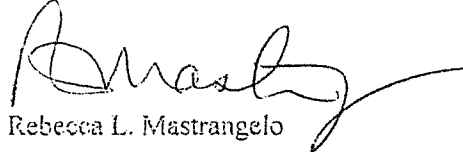
Dear Mr.:

With regard to the matter referenced above, I am in receipt of your notices of depositions of Chris Dutcher and Scott Olsen. As you should be aware, these notices are *in violation of the court order* signed by Judge Kishner on April 17, 2019, and entered on April 22, 2019. As such, please issue a notice vacating the notices. Neither Mr. Dutcher nor Mr. Olsen will be appearing for these untimely and improperly noticed depositions and, furthermore, I will be in Chicago for depositions in another case on those dates.

Thank you for your prompt attention to this matter.

Very truly yours,

ROGERS, MASTRANGELO, CARVALHO
& MITCHELL



Rebecca L. Mastrangelo

RLM/H

cc: Alexandra McLeod, Esq.

EXHIBIT “D”

EXHIBIT “D”

JNB02749



Attorneys At Law
Stephen H. Rogers
Rebecca L. Mastrangelo
Daniel E. Carvalho
Bert Mitchell*
Imran Anwar
Charles A. Michalek
Marissa R. Temple
Will C. Mitchell
Sean N. Payne
*Of Counsel

June 20, 2019

VIA E-SERVICE
AND U.S. MAIL

Mohamed A. Iqbal, Jr., Esq.
101 Convention Center Drive, Suite 1175
Las Vegas, Nevada 89109

Re: Joe Brown and Nettie Brown v. Landry's, Inc., GNL Corp./GNL Corp. v.
ThyssenKrupp Elevator Corporation

Dear Mo:

With regard to the matter referenced above, based upon our discussion yesterday, I understand that you will be filing a motion with the court to reopen discovery in order to take/retake depositions of thyssenkrupp personnel. In addition to my previously expressed objection based upon untimeliness, please be advised that Scott Olsen is on medical leave and unable to participate in a deposition. He has recently had a major surgery and there is no timeframe for his return to work. I request that you take this into consideration in deciding how you would like to proceed.

Thank you for your prompt attention to this matter.

Very truly yours,

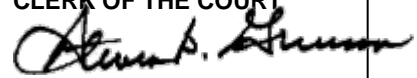
ROGERS, MASTRANGELO, CARVALHO
& MITCHELL



Rebecca L. Mastrangelo

RLM/lf

cc: Alexandra McLeod, Esq.



JOIN

ANNALISA N. GRANT, ESQ.
Nevada Bar No. 11807
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 Defendant/Third-Party Plaintiff, GNL, CORP.

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 corporation¹;
GOLDEN NUGGET, INC. a Nevada
corporation, d/b/a GOLDEN NUGGET
LAUGHLIN²; GNL, CORP., a Nevada
corporation; THYSSENKRUPP ELEVATOR
CORP., a foreign corporation; DOE
INDIVIDUALS 1-100,
ROE BUSINESS ENTITIES 1-100,

Defendants.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants

Case No.: A-16-739887-C
Dept. No.: XXXI

**JOINDER TO THYSSENKRUPP'S
OPPOSITION TO PLAINTIFFS'
MOTION TO EXTEND DEADLINE
FOR COURT-ORDERED
DISCOVERY**

Date of hearing: July 10, 2019

Time of hearing: 1:00 p.m.

COMES NOW Defendant, GNL, CORP., by and through its counsel of record,
ALEXANDRA B. MCLEOD, ESQ., of the law firm of GRANT & ASSOCIATES, and hereby

¹ Dismissed pursuant to summary judgment and this Court's order dated 3-11-19.

² Dismissed pursuant to summary judgment and this Court's order dated 3-11-19.

1 submits the instant Joinder to thyssenkrupp's Opposition to Plaintiffs' Motion to Extend
2 Deadline for Court-Ordered Discovery on Order Shortening Time in the above-entitled action.
3 Said Joinder hereby adopts and incorporates by reference the Points and Authorities contained
4 in the subject Opposition. Furthermore, this joining party points out to the Court that Plaintiffs
5 have had ample opportunity for discovery and several bites at the apple. But for the limited
6 discovery permitted on thyssenkrupp's 2015 emails, discovery closed October 3, 2018.

7 As for the additional discovery, Plaintiffs seek to pass the blame for their own lack of
8 diligence, especially considering that the April discovery order was not drafted and filed until
9 *after* counsel's personal and family medical problems were known, and it was further known
10 that Hartmann would need to be subpoenaed for deposition. Plaintiffs also failed to request a
11 continuance before the discovery deadline either from the other parties or from the Court. "It is
12 the Plaintiff upon whom the duty rests to use diligence at every stage of the proceeding to
13 expedite his case to a final determination; the Defendant is required only to meet the Plaintiff
14 step by step as the latter proceeds." *Thran v. First Judicial District Court ex rel. Ormsby*
15 *County*, 79 Nev. 176, 380 P.2d 297 (1963). If, as is the case here, the moving party was not
16 diligent in at least attempting to comply with the deadline, "the inquiry should end." *Nutton v.*
17 *Sunset Station, Inc.*, 131 Nev. Adv. Op. 34, 357 P.3d 966, 971 (Nev. App. 2015). Plaintiffs have
18 failed to establish any excusable neglect for their untimely motion, and their motion to further
19 extend or re-open discovery should be denied accordingly.

20 DATED this 5th day of July, 2019.

21 GRANT & ASSOCIATES

22 

23 ALEXANDRA B. MCLEOD, ESQ.
24 Nevada Bar No. 8185
25 7455 Arroyo Crossing Parkway, Suite 300
26 Las Vegas, Nevada 89113
27 Attorney for Defendant GNL, Corp.
28

CERTIFICATE OF SERVICE

I certify that I am an employee of **GRANT & ASSOCIATES** and that on this 5th day of July, 2019 I caused a true and correct copy of the foregoing **JOINDER TO THYSSENKRUPP'S OPPOSITION TO PLAINTIFFS' MOTION TO EXTEND DEADLINE FOR COURT-ORDERED DISCOVERY** to be served as follows:

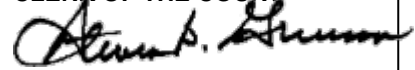
____ By placing the same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or

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

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

/s/ Alexandra McLeod

An Employee of **GRANT & ASSOCIATES**



RPLY

IQBAL LAW PLLC

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

Christopher Mathews (NSB #10674)

101 Convention Center Dr., Suite 1175

Las Vegas, Nevada 89109

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

info@ilawlv.com

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

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

Defendants.

AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**REPLY IN SUPPORT OF MOTION TO
EXTEND DEADLINE FOR COURT-
ORDERED DISCOVERY
ON ORDER SHORTENING TIME**

Date of hearing: July 10, 2019

Time of hearing: 1:00 p.m.

**REPLY IN SUPPORT OF MOTION TO EXTEND DEADLINE FOR COURT-
ORDERED DISCOVERY ON ORDER SHORTENING TIME**

Plaintiffs hereby respectfully submit the following Reply in Support of Motion to Extend
Deadline for Court-Ordered Discovery on Order Shortening Time (“Motion” or “Mot.”).

I. INTRODUCTION.

Defendant Thyssenkrupp Elevator Corp. (“TKE”)’s opposition to the Motion
 (“Opposition” or “Opp.”) is remarkable chiefly for what it does ***not*** address. TKE does not dispute
 the significance of the remaining discovery described in the Motion, nor does TKE suggest it will
 be prejudiced by permitting an extension. Instead, TKE demands strict enforcement of a deadline
 that the defendants’ requests for delay and failures to provide information made untenable.

REPLY IN SUPPORT OF MOTION TO EXTEND DEADLINE FOR COURT-ORDERED
DISCOVERY ON ORDER SHORTENING TIME

1 The Motion itself establishes that TKE sought to slow Plaintiffs' initial proposal to take all
2 the additional discovery ordered by the Court by February or early March 2019. It also shows that
3 both TKE and GNL Corp. ("GNL") (TKE's co- and joint defendant under a purported unwritten
4 joint defense agreement cited by TKE and GNL in prior hearings) delayed the progress of
5 discovery by failing to provide witness information for weeks and sometimes months after it was
6 requested.

7 The email correspondence between the parties (attached as exhibits to the Motion) shows
8 that counsel for the parties were, however, still apparently working together: court intervention did
9 not appear necessary based on either the correspondence or the face-to-face discussions between
10 counsel. Unfortunately, on June 7, 2019 – the day it finally provided witness information requested
11 months before – TKE for the first time announced it would refuse to allow the discovery it had
12 itself delayed.

13 Plaintiffs respectfully submit that given this record and as described further below, neither
14 TKE nor GNL should be heard to object to an extension of the time needed to complete the court-
15 ordered discovery.

16 **II. ARGUMENT.**

17 This Court has found on more than one occasion that TKE failed to produce relevant and
18 material documents in this case. These include documents showing its involvement in and
19 knowledge of defects in the down escalator at the Laughlin Nugget (which TKE did not produce
20 until after the statute of limitations would ordinarily have run) and documents showing that repairs
21 to the escalator – which the GNL has told the Court involved replacement of all the steps prior to
22 the incident in which Plaintiff Joe Brown was injured – in fact left in place dozens of obsolete old-
23 style steps that TKE itself deemed dangerous to the public. The Court specifically found this
24 failure "hindered Plaintiffs' discovery and the adjudication of this case." *See* Order Granting
25 Emergency Motion for Reopening Discovery, Court Intervention, and Sanctions on Order
26

27
28 **REPLY IN SUPPORT OF MOTION TO EXTEND DEADLINE FOR COURT-ORDERED
DISCOVERY ON ORDER SHORTENING TIME**

1 Shortening Time (“Discovery Order”) at 4:13-15. TKE’s Opposition acknowledges none of this
2 history.

3 The Opposition also fails to address the fact that for each of the depositions Plaintiffs are
4 currently seeking, TKE either failed to provide information or affirmatively requested a delay:

- 5 • with respect to its former employee Larry Panaro – after assuring Plaintiffs the deposition
6 would be “easy to schedule,” TKE withheld contact information for more than four months
7 after Plaintiffs asked for it, and then objected to letting the deposition proceed. Mot. Exs.
8 1, 6, and 7;
- 9 • regarding current employee Scott Olsen – TKE assured Plaintiffs the deposition would be
10 “very easy to schedule,” but did not inform Plaintiffs of the “major surgery” it now cites
11 as a reason to oppose any extension of time.¹ Mot. Exs. 1 and 7; *see also* Declaration of
12 Mohamed A. Iqbal, Jr. in Support of Plaintiffs’ Reply in Support of Motion to Extend
Deadline for Court-Ordered Discovery on Order Shortening Time (“Iqbal Reply Decl.”) at
¶ 2; and
- as for employee Chris Dutcher, when Plaintiffs suggested a February deposition date,
TKE’s counsel proposed delaying until later in the year, and then refused Plaintiffs’ offer
to stipulate to testimony to avoid the need for the deposition. Mot. Exs. 1, 6, and 7.

13 Moreover, scheduling these depositions was dependent on that of former Golden Nugget employee
14 Don Hartmann – a deposition that all parties understood should be first. Mot. Exs 1, 2, 3, and 5;
15 *see also* Declaration of Mohamed A. Iqbal, Jr. in Support of Motion to Extend Deadline for Court-
16 Ordered Discovery on Order Shortening Time (“Iqbal Opening Decl.”), ¶¶ 5-7 and 12-13. This
17 schedule-critical event in turn was affected by GNL’s failure to provide Mr. Hartmann’s contact
18 information for roughly two months, even as they assured Plaintiffs they were seeking an
19 agreement for him to appear without subpoena ... an agreement GNL ultimately failed to secure.
20 Mot. Exs. 1, 2, and 3; Iqbal. Opening Decl. ¶¶ 4 and 9-10.

21 These facts are not disputed in the Opposition. It is likewise undisputed that TKE did not
22 provide Mr. Panaro’s contact information (despite having been requested to do so on multiple
23

24 ¹ The Opposition does not specify when the surgery occurred or when it had notice that
25 Mr. Olsen would be away from work as a result. Although it is theoretically possible he scheduled
26 the surgery without informing his employer, the brief does not claim that is what happened. Given
27 TKE’s prior history of keeping its information from Plaintiffs, there is no reason to infer TKE was
surprised by this development and every reason to believe they simply decided not to tell the
Plaintiffs or the Court.

occasions orally and in writing starting on February 5, 2019) until June 7th. Mot. Exs. 1 and 7; Iqbal Opening Decl. ¶¶ 8 and 15. TKE gave no prior indication that it would object to working with counsel to schedule his deposition or the other “easy” depositions. To the extent Plaintiffs’ patience can be said to amount to neglect, it is thus excusable. *See e.g. Mosely v. Eighth Judicial Dist. Court*, 188 P. 3d 1136 (Nev. 2008) (concluding that excusable neglect exists where the moving party attempts to work with opposing counsel in good faith to meet the required deadlines, or where the opposing party withholds its cooperation or attempts to stall). The emergency heart surgery for Plaintiffs’ counsel’s father and extensive follow-up care which lasted until mid-May simply added a layer of difficulty to the scheduling process that was also beyond Plaintiffs’ control. Mot. Ex. 4; Iqbal Decl. ¶ 11.

Rather than explain its foot-dragging, TKE argues that because Plaintiffs “knew that TKE was not going to agree to depositions occurring past the discovery deadline of June 17, 2019” they should have brought this motion “before the discovery deadline expired.” Opp. at 7:19-24. TKE’s Opposition claims Plaintiffs “were not diligent in at least attempting to comply with the deadline” after learning TKE was again attempting to stonewall. *Id.* at 8:6 (emphasis in original). But in fact Plaintiffs originally submitted the Motion to the Court on June 17, 2019; the submission was withdrawn (after discussion among the Court and counsel for all parties on June 18th) so that Plaintiffs could resubmit it when the status of Plaintiffs’ counsel with the State Bar of Nevada was resolved. Mot. at p. 1, fn. 1. There was no objection to this procedure raised during the discussion. *See* Iqbal Reply Decl. at ¶ 3. The supposed failure described in TKE’s brief simply never occurred.

It is unclear whether TKE’s refusal to allow depositions of its personnel is part of its prior pattern of hindering discovery. It may simply reflect an opportunistic decision to take advantage of its own and GNL’s slow-rolling the requested witness contact information. Either way: the discovery is needed to determine how the defective steps that broke Plaintiff Joe Brown’s neck wound up on the escalator, when both TKE and GNL claim they should have been replaced. None of the witnesses have become unavailable; TKE does not contend that Mr. Olsen will not return to

1 work, or that he cannot otherwise be deposed if necessary with proper consideration for his current
2 condition. There is no prejudice asserted or shown by letting the court-ordered discovery proceed.
3 Plaintiffs acted in good faith, and should not be denied their discovery simply because they tried
4 to work amicably with opposing counsel.

5 **III. CONCLUSION.**

6 For all the foregoing reasons, the Motion should be granted.

7 Dated July 8, 2019.

Respectfully Submitted,

8 IQBAL LAW PLLC

9 By: /s/ Mohamed A. Iqbal, Jr.
10 Mohamed A. Iqbal, Jr. (NSB #10623)
11 Christopher Mathews (NSB #10674)
12 *Attorneys for Plaintiffs*

13
14 I LAW LV

1 **DECLARATION OF MOHAMED A. IQBAL, JR. IN SUPPORT OF PLAINTIFFS’**
2 **REPLY IN SUPPORT OF MOTION TO EXTEND DEADLINE FOR COURT-**
3 **ORDERED DISCOVERY ON ORDER SHORTENING TIME**

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

5 1. I am over the age of 18 and competent to testify. I am counsel of record for Plaintiffs Joe
6 and Nettie Brown in the above-captioned proceeding and make this declaration subject to penalty
7 of perjury under the laws of the United States and the State of Nevada, in support of Plaintiffs’
8 Reply in Support of Motion to Extend Deadline for Court-Ordered Discovery on Order Shortening
9 Time.

10 2. Defendant Thyssenkrupp Elevator Corp. (“TKE”) advised Plaintiffs, through counsel, that
11 it would be “easy” to schedule a deposition for TKE employee Scott Olsen because he lived in Las
12 Vegas. TKE did not inform us that Mr. Olsen had any medical conditions or plans for surgery that
13 would make him unavailable. Had they done so, I would have sought to rearrange my discovery
14 plans as necessary to deal with that fact.

15 3. Plaintiffs originally submitted their Motion to Extend Deadline for Court-Ordered
16 Discovery on Order Shortening Time to the Court on June 17, 2019. It was withdrawn after
17 discussion (off the record) between the Court and counsel for all parties that took place at a hearing
18 on June 18th; I represented that it would be re-submitted when my status with the State Bar of
19 Nevada was resolved. There was no objection to this procedure raised during the discussion.

20 Dated July 8, 2019.

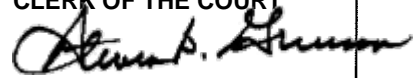
21 /s/ Mohamed A. Iqbal, Jr.
22 MOHAMED A. IQBAL, JR.

23 **CERTIFICATE OF SERVICE**

24 I certify that I served the foregoing **REPLY IN SUPPORT OF MOTION TO EXTEND**
25 **DEADLINE FOR COURT-ORDERED DISCOVERY ON ORDER SHORTENING TIME**
26 on all counsel of record in this matter using the Court’s e-file/e-service system on July 8, 2019.

27 By: /s/ Marie-Claire Alsanjakli
28 An employee of IQBAL LAW PLLC

REPLY IN SUPPORT OF MOTION TO EXTEND DEADLINE FOR COURT-ORDERED
DISCOVERY ON ORDER SHORTENING TIME



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

DISTRICT COURT
CLARK COUNTY, NEVADA

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

vs.

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

Defendants.

CASE NO.: A-16-739887-C

DEPT. NO.: XXXI

DATE OF HEARING: 8/27/19
TIME OF HEARING: 9:30 a.m.

GNL, CORP., a Nevada corporation;

Third-Party Plaintiff,

vs.

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

Third-Party Defendants.

**DEFENDANT/THIRD-PARTY DEFENDANT THYSSENKRUPP
ELEVATOR CORPORATION'S JOINDER IN GNL'S
MOTION FOR SUMMARY JUDGMENT ON PUNITIVE DAMAGES**

COMES NOW, Defendant/Third-Party Defendant, thyssenkrupp Elevator Corporation,
by and through its attorney of record, REBECCA L. MASTRANGELO, ESQ., of the law firm of

JNB02760

1 ROGERS, MASTRANGELO, CARVALHO & MITCHELL, and hereby submits its Joinder in,
2 and Additional Points and Authorities in support of, Defendant GNL Corp.'s Motion for
3 Summary Judgment on Punitive Damages.

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

7 **POINTS AND AUTHORITIES**

8 I

9 **OVERVIEW AND RELIEF SOUGHT**

10 The facts of this case are well known to the Court. Plaintiff Joe Brown fell after stepping
11 onto a down escalator at the Golden Nugget Laughlin Resort and Casino while intoxicated and
12 using a cane. Three members of Plaintiff Joe Brown's party preceding him onto the escalator,
13 did not assist him in any manner, and had no difficulty themselves using the escalator. Plaintiffs'
14 Second Amended Complaint sounds solely in negligence.

15 Defendant thyssenkrupp Elevator Corporation ("TKE") joins in the Motion for Summary
16 Judgment on Punitive Damages filed by Defendant GNL, Corp. ("GNL") and argues herein that
17 Plaintiffs are not entitled, under the facts of this case and Nevada law, to proceed with a prayer
18 for punitive damages.

19 Plaintiffs claim, in essence, that some of the escalator steps were cracked, which made
20 them "shaky" which caused Plaintiff Joe Brown to fall. TKE, through its employees and expert,
21 dispute that cracked steps, even if they existed at the time of the incident, could cause shakiness.
22 For purposes of this motion, however, the Court can accept Plaintiffs' theory of liability. For
23 even if the court accepts that a cracked step could be shaky, and even if TKE were found to be
24 negligent in its maintenance of the subject escalator, punitive damages are not recoverable for
25 negligent conduct, nor even grossly negligent nor reckless conduct. Instead, Plaintiffs must
26 prove fraud, malice or oppression and, as there is no evidence of such conduct by TKE, summary
27

1 judgment on this issue must be granted.

2 II

3 **STANDARD OF REVIEW**

4 NRCP 56(c) provides that summary judgment “shall be rendered forthwith” with the
5 pleadings and discovery present no genuine issue of material fact.

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

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

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

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

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

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

24 As to motions for partial summary judgment on claims for punitive damages, the
25 Supreme Court of Nevada has specifically held that the district court has discretion to determine,
26 as a threshold matter, whether the defendants’ conduct warrants allowing a claim for punitive
27

1 damages as a matter of law. *Bongiovi v. Sullivan*, 122 Nev. 556, 139 P.3d 433, 451 (2006);
2 *Evans v. Dean Witter Reynold, Inc.*, 116 Nev. 598, 5 P.3d 1043, 1052 (2000).

3 III

4 **STATEMENT OF UNDISPUTED FACTS**

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

7 IV

8 **ARGUMENT**

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

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

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

21 "‘Oppression’ means despicable conduct that subjects a person to cruel and unjust
22 hardship with conscious disregard of the rights of the person." NRS 42.001(4)(emphasis added).
23 "‘Malice, express or implied’ means conduct which is intended to injure a person or despicable
24 conduct which is engaged in with a conscious disregard of the rights or safety of others." NRS
25 42.001(3)(emphasis added). Implied malice is a discrete basis for awarding punitive damages
26 where conscious disregard is present. See NRS 42.001(3); see also *Countrywide*, 192 P.3d at

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

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

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

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

24 The “clear and convincing evidence” standard “must produce ‘satisfactory’ proof that is
25 so strong and cogent as to satisfy the mind and conscience of a common man, and so to convince
26 him that he would venture to act upon that conviction in matters of the highest concern and
27 importance to his own interest.” *Ricks v. Dabney*, 124 Nev. 74, 79, 177 P.3d 1060, 1063 (2008).

1 It “requires a finding of high probability.” *Shade Foods, Inc. v. Innovative Prods. Sales &*
2 *Marketing, Inc.*, 93 Cal. Rptr. 2d 364, 394 (2000). The evidence must be “so clear as to leave no
3 substantial doubt” and “sufficiently strong to command the unhesitating assent of every
4 reasonable mind.” Id. at 394 (quoting *In re Angelia P.*, 171 Cal. Rptr. 637 (1981)).

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

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

26 Thus, the showing of malice based on conscious disregard is an issue of constitutional
27
28

dimension. See generally, e.g., *Philip Morris USA v. Williams*, 549 U.S. 346 (2007); *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559 (1996); *TXO Prod. Corp. v. Alliance Res. Corp.*, 509 U.S. 443 (1993); *Pac. Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); KIRCHER, PUNITIVE DAMAGES: LAW AND PRACTICE 2D § 3.03 (2000). Allowing the jury to impose punitive damages based on the facts in this case would run afoul of both Nevada’s clear and convincing evidentiary requirement and the Constitution’s guarantee of due process.

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

Plaintiffs' burden to defeat summary judgment on punitive damages is substantial.

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

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

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

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

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

12 The escalator was inspected by the State of Nevada on July 14, 2014 and no issues with
13 the steps were found. (Motion Exhibits "H" and "I".) Following Joe Brown's incident, the steps
14 were again inspected by the State of Nevada, and no instability was found. (Motion Exhibit "D"
15 and "E".) Had the State inspector believed the escalator was unsafe, he had not only the
16 authority, but the obligation, to take it out of service. It is important to note that the escalator did
17 not belong to thyssenkrupp; it belonged to the building owner. Thus, while thyssenkrupp could
18 make recommendations to GNL, it could not repair or replace the escalator, nor any component
19 parts thereof, without GNL's authorization (and payment). The agreement between TKE and
20 GNL was only for maintenance, nothing else.

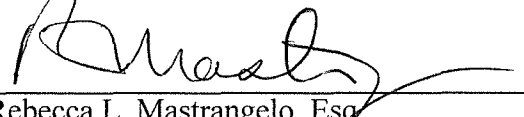
21 There is no evidence in this case that the Defendants were consciously ignoring any signs
22 which could have alerted them to a potential for danger. The steps were replaced in 2012, and
23 had not developed any cracks as of July 14, 2014. Repeated annual inspections by the State of
24 Nevada did not identify any problem with the steps prior to the subject incident. At the very
25 least, any possibility of awareness is not "clear and convincing" as required to withstand
26 summary judgment on the punitive damages claim.

CONCLUSION

Neither negligence, gross negligence, recklessness, nor even unconscionable irresponsibility is enough to justify sending punitive damages to the jury. Plaintiffs have not shown, and cannot show, that TKE engaged in conduct that was intended to injure them, or that TKE knowingly, willfully, and deliberately ignored the probable consequences to Plaintiffs' rights and safety. Without the necessary despicable conduct i.e., consciously disregarding the known risk that Joe Brown would fall down the escalator steps, TKE cannot stand trial on punitive damages. It simply cannot be said that neglect in maintenance can subject a defendant to punitive damages under Nevada law.

DATED this 26th day of July, 2019.

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**

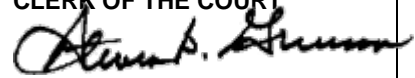
2 Pursuant to N.R.C.P. 5(a), E.D.C.R. 7.26(a), and Rule 9 of the N.E.F.C.R. I hereby certify
3 that I am an employee of Rogers, Mastrangelo, Carvalho & Mitchell, and on the 26 day of
4 July, 2019, a true and correct copy of the foregoing **DEFENDANT/THIRD-PARTY**
5 **DEFENDANT THYSSENKRUPP ELEVATOR CORPORATION'S JOINDER IN GNL'S**
6 **MOTION FOR SUMMARY JUDGMENT ON PUNITIVE DAMAGES** 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 Alexandra McLeod, Esq.
16 Annalisa N. Grant, Esq.
17 GRANT & ASSOCIATES
18 7455 Arroyo Crossing Parkway, Suite 300
19 Las Vegas, Nevada 89113
20 Attorneys for Third-Party Plaintiff

21
22
23
24
25
26
27
28

An employee of ROGERS, MASTRANGELO,
CARVALHO & MITCHELL



1 **OMSJ**

2 IQBAL LAW PLLC

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

4 Christopher Mathews (NSB #10674)

5 101 Convention Center Dr., Suite 1175

6 Las Vegas, Nevada 89109

7 1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)

8 mai@ilawlv.com; cxm@ilawlv.com

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

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

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

14 Plaintiffs,

15 vs.

16 GNL, CORP.; THYSSENKRUPP ELEVATOR
17 CORP., a foreign corporation; DOE
18 INDIVIDUALS 1-100; ROE BUSINESS
19 ENTITIES 1-100,

20 Defendants.

21 AND ASSOCIATED CASES

Case No.: A-16-739887-C

Dept. No.: XXXI

**PLAINTIFFS' OMNIBUS OPPOSITION
TO GNL, CORP.'S MOTION FOR
SUMMARY JUDGMENT ON PUNITIVE
DAMAGES AND TO THYSSENKRUPP
ELEVATOR CORP.'S JOINDER**

Date: August 27, 2019

Time: 9:30 a.m.

22 Plaintiffs Joe N. Brown and Nettie J. Brown (the "Plaintiffs") hereby file the following
23 Omnibus Opposition (this "Opposition" or "Opp.") to Defendant GNL, Corp.'s ("GNL") *Re-*
24 *noticed* Motion for Summary Judgment on Punitive Damages¹ (the "Motion") and to Defendant
25 Thyssenkrupp Elevator Corp.'s ("TKE") subsequent joinder (the "Joinder") (GNL and TKE,
26 collectively, "Defendants").

27
28 ¹ While Defendant GNL's *Re-noticed* Motion is styled as addressing Liability and Punitive
Damages, GNL's counsel made it clear that GNL was only moving with respect to Punitive
Damages. A true and correct copy of Alexandra B. McLeod's July 19, 2019 email is **Exhibit 1-A**
to this Opposition.

**PLAINTIFFS' OMNIBUS OPPOSITION
TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY**

3 GNL's Motion, like failed predecessors, rests on the absence of candor as to the law and
4 the facts—and both mandate Plaintiffs having the opportunity to present evidence of punitive
5 damages to a Nevada jury. The Motion repeats prior arguments—rejected by the Court—that as
6 a matter of law, tort liability “is insufficient to support an award of punitive damages.” Mot. at
7 12:11-13. GNL argues that Plaintiffs must prove they “acted **intentionally, willfully, and**
8 **deliberately knowing that such conduct would be harmful to Plaintiffs specifically.**” Mot. at
9 13:13-14 (emph. in orig.). But, as the Court has already ruled and as set forth below, this is not
10 the law. The Nevada legislature and courts have made clear that no specific intent is required:
11 despicable conduct that shows a conscious disregard of the rights or safety of others is sufficient.

12 Unfortunately for Defendants, and even more so Plaintiff Joe Brown, Defendants' *multi-*
13 *year* conscious disregard for: (i) the safety of innocent patrons at the Laughlin Nugget with respect
14 to the subject “down” escalator (the “Down Escalator”); and, separately, (ii) the Down Escalator's
15 mechanical problems; was reprehensible and shocking. Indeed, following just one thread of
16 Defendants' conduct leading up to the Down Escalator snapping Plaintiff Joe Brown's neck on
17 May 12, 2015 (the “Incident”), in Section II(A), and the defective and dangerous condition of the
18 Down Escalator before Mr. Brown attempted to use it, in Section II(B), emphatically favors a
19 finding of punitive damages—and, at the very least, entitles Plaintiff to present evidence of the
20 same to a Nevada jury. Defendants' conscious disregard distills down to a set of callous decisions
21 Defendants knowingly made, that resulted in great bodily harm to Mr. Brown:

22 --GNL and TKE were aware of the standard they had to meet to ensure patron safety;

23 --GNL and TKE knew of the risks to the riding public in the absence of Defendants meeting
24 that standard; and

25 --GNL and TKE consciously disregarded the safety of the riding public and affirmatively
26 decided they were **not** going to meet the standard—all because GNL wanted to save 30

27 **PLAINTIFFS' OMNIBUS OPPOSITION**
28 **TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

cents on the dollar and prioritized that over necessary repairs and patron safety.

As with each of their prior efforts to avoid taking responsibility for the conduct, the instant Motion and the Joinder, respectively, rest on GNL's and TKE's absence of candor as to the law and the facts.² Accordingly, and because like their predecessors they lack any merit, the Motion and Joinder should be denied.

II. FACTS:

A. DEFENDANTS' CONSCIOUS DISREGARD FOR THE SAFETY AND HEALTH OF PATRONS WAS ESTABLISHED *AT THE VERY LATEST BY OCTOBER 2012*, EXTENDED FOR YEARS, AND EMERGES AS EGREGIOUSLY REPREHENSIBLE FROM A PLAIN READING OF DEFENDANTS' ACTIONS, ADMISSIONS, AND DOCUMENTS

The gravamen of the Court's concern at the last hearing regarding punitive damages was the question: what conduct did Defendants engage in prior to the Incident, and when did it occur? The answer: copious amounts of egregiously reckless conduct that lasted—and correspondingly threatened—the safety of the riding public for several years running, as evidenced by Defendants' own individual and collective actions and documents:

Date & Bates #	Document:
Sept. 12, 2012 JNB002077-80	TKE Repair Order and Purchase Order (Exhibit 1-B), to GNL: <ul style="list-style-type: none">◆ warns of “****Safety Matter****” (emph. in orig.) regarding the Down Escalator and the adjoined “up” escalator (the “<u>Up Escalator</u>”)◆ warns that existing steps are of a type “<i>prone to develop cracks, which can cause a serious safety issue for the riding passengers</i>” (emph. added)◆ notes “over 30 steps” (emph. added) have already developed cracks◆ states the steps “are obsolete” per the OEM (orig. equipment manufacturer, KONE) and should be replaced with a new thru-axel design

² GNL's factual presentation of the facts is, at best, wildly misleading. For example, GNL's Motion argues there is “no real evidence” of negligent ownership and maintenance of the Escalator (Mot. at 9:1-3, 18-19) and, in support, claims the Escalator received “all new steps” in 2012 (Mot. at 5:3-5) – a contention that is flatly contradicted by the sworn testimony of the TKE technician responsible for the Escalator and the TKE maintenance logs. See **Exhibit 1-E**, the Transcript of the May 14, 2018 Deposition of Christopher Dutcher (“Dutcher Tr.”), at (internal pages) 138:7-18, where Mr. Dutcher recalls only a few steps being replaced in 2012; and **Exhibit 1-F**, the TKE Escalator Maintenance Tasks and Records (the “TKE Logs”) at GNL002102, wherein the Repair Log and the Service Requests for the entirety of the 2012 calendar year contains five (5) total repairs and service requests—none of which involve escalator step replacement.

PLAINTIFFS' OMNIBUS OPPOSITION TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER

	<ul style="list-style-type: none"> ♦ recommends replacing all the steps in both Escalators, 118 steps in total, with new thru-axel steps because a “significant” number of steps “already have cracks, and the others are prone to cracking”; price: \$89,916
Sept. 21, 2012 GNL002038-39	GNL Purchase Order, Revised (Exhibit 1-C): <ul style="list-style-type: none"> ♦ seeks replacement of all 118 steps on both Escalators; price: \$62,214
Oct. 2, 2012 JNB002077-80	TKE Email and Repair Order (Exhibit 1-D), to GNL: <ul style="list-style-type: none"> ♦ the Repair Order repeated the Sept. 12 warnings and proposing an “Option 2” – to “replace all the steps (58 steps) on the [Down Escalator]” (emph. added) and “salvage enough older un-cracked steps” to install them in the Up Escalator, replacing the identified cracked steps ♦ confirms that “old un-cracked steps from both the “Up” and “Down” units” will be re-installed and notes the savings of \$27,702, given the revised price: \$62,214
Oct. 24, 2012 – Feb. 1, 2013 GNL002040-41	TKE is paid amounts totaling \$62,214 (Exhibit 1-H), following confirmation from GNL’s VP on Oct. 3, 2012 (<i>See</i> Declaration of Mohamed A. Iqbal, Jr. (“ <u>Iqbal Decl.</u> ”), Exhibit 1 to this Opposition), at ¶ 2.

Just the few documents identified above, standing alone, evidence Defendants’ conscious disregard and defeat the Motion:

On September 12, 2012, TKE identified following an inspection a “serious” public safety hazard: the steps are of an obsolete design and prone to develop cracks. A “significant” number of the steps had already developed cracks and the rest were “prone” to doing so. To correct this hazard, TKE recommended replacing *all* the old, *obsolete* steps with the new design, as recommended by the manufacturer, at a cost of under \$90,000.³

On September 21, 2012, nine (9) days later, GNL accepted TKE’s recommendation to replace all the steps; but rather than pay the asking price for the work, ***GNL offered to pay just 70%.*** On October 2, 2012, TKE responded to GNL’s offer by proposing to replace all the steps on the Down Escalator with the new thru-axel design but leave the Up Escalator equipped with the older, obsolete steps – steps TKE and GNL both knew are prone to develop cracks causing a “serious” public safety risk. GNL accepted this proposal, calling it “the deal we are going with,”

³ TKE’s technician Chris Dutcher testified under oath that he repeatedly advised GNL during his eight (8) year tenure with the Escalator (2010-2018)(**Exhibit 1-E**, Dutcher Tr. at (internal pages) 11:21-24) that GNL should replace the escalators because the new equipment would be safer. ***His advice was not heeded.*** *Id.* at 136:1-13 and 138:3-25.

**PLAINTIFFS’ OMNIBUS OPPOSITION
TO GNL’S MSJ ON PUNITIVE DAMAGES AND TO TKE’S JOINDER**

1 and paid TKE for this option. GNL and TKE thus made a conscious decision to place the public
2 at risk of serious harm – all so that GNL could save about **30 cents on the dollar**.

3 To compound matters: TKE did not actually perform even the work proposed and paid for.
4 According to the deposition testimony of TKE’s Dutcher, the total replacement of the Down
5 Escalator steps did not occur instead, only “a few steps” were replaced. The TKE Logs (**Exhibit**
6 **1-F** at GNL002102) confirmed that the proposed and paid-for work was not done in 2012. TKE
7 did not complete this work in 2013, 2014, or 2015, and GNL did not commission TKE to do this
8 work during these years, which continued to put the public at risk.

9 Following Plaintiff Joe Brown’s injury on May 12, 2015, and yet another injury accident
10 on May 25, 2015, TKE inspected the Down Escalator and reported that although 20 steps were
11 new thru-axel type, the remaining 40 (all of which were supposed to have been replaced with thru-
12 axel steps in 2012) were still the old-style type.⁴ Of the 40 old-style steps, 35 had developed
13 cracks, and TKE recommended replacing the cracked steps with the new design “asap” (as soon
14 as possible). Remarkably, however, TKE’s now-urgent recommendation did not result in
15 immediate corrective action—and the old steps remained in place, leaving the public at further
16 risk, for an **additional six months**.

17 B. THE SEPTEMBER TO OCTOBER 2012 DOCUMENTS NOTED ABOVE EXIST IN A FAR
18 LARGER UNIVERSE OF EVIDENCE, OF A DEFECTIVE MACHINE AND REPEATED
19 NOTICE, AND DEFENDANTS’ KNOWING CHOICES THAT PUT INNOCENT PATRONS AT
20 RISK OVER MULTIPLE YEARS, ALL SO GNL COULD SAVE 30 CENTS ON THE DOLLAR

21 The months-long trajectory of individual and collective Defendants’ conduct set forth in
22 the Section (II)(A) table above is—unfortunately—just one of several examples of their level of
23 reprehensibility in this matter.
24
25

26 ⁴ See generally Section II(C), *infra*.

1 Defendants knew of the Down Escalator's mechanical problems and safety risks well
2 before 2012, and such risks—and the harm affected upon the innocent riding public—extended
3 well after Mr. Brown's neck was broken.

4 The Down Escalator was subject to ***11 Notice(s) of Violation*** (NOVs) between April of
5 2005 and April of 2015, just weeks before the Incident. See **Exhibit 1-I**, a Summary created by
6 Davis L. Turner, Expert, as part of Review Notes, at GNL-EX-TURNER-000101-02. The known
7 defect in the old welded style steps, and the propensity for cracking, was known in the industry in
8 the 1980s;⁵ and the version of KONE's Bulletin provided to GNL by TKE in September of 2012
9 dated from 2008. **Exhibit 1-K**, KONE Product Bulletin, JNB002159-62. A September 26, 2010
10 Email from GNL's Don Hartmann to TKE's Scott Olsen indicated that the Up Escalator had a step
11 crash, that it seemed "to be be an ongoing issue lately" – and the last such crash was not even two
12 weeks prior. Iqbal Decl. at ¶ 2. Yet the immediate back and forth on September 26 and 27
13 constitute the only emails from the 2010 calendar year regarding either escalator.⁶

14 Both Defendants were continuously made aware of basic problems with the Down
15 Escalator in the years leading to the Incident. Per the TKE Logs, the Down Escalator wouldn't
16 "start" on Sept. 13, 2011 and again on Nov. 25, 2011. **Exhibit 1-F**, TKE Logs, at GNL002098.
17 This specific problem lingered for years. See, e.g., **Exhibit 1-G**, TKE Account History Report
18 from May 1, 2010 to December 31, 2015 ("TKE Account History"), JNB002013-29 ("KEEPS
19 STOPPING", Dec. 9, 2012 Entry, at JNB002017; "DOWN ESC KEEPS SHUTTING" and "Left
20 unit shutdown", Dec. 10, 2012 Entry, at JNB002016; "Continues to shut off", Dec. 21, 2012 Entry,
21 *Id.*; "STOPPD WRKG", Jan. 12, 2013 Entry, *Id.*; "DOWN ESC KEEP SHUTTING DOWN", Jan.
22 13, 2013 Entry, *Id.*; "unit left down overnight for repeated shutdowns", Jan. 14, 2013 Entry,
23

24 ⁵ **Exhibit 1-J** hereto, May 4, 2018 Expert Report of Sheila N. Swett, at GNL-EX-
25 TURNER-000088.

26 ⁶ The overall dearth of emails and correspondence between Defendants regarding this critical
27 issue (a few email chains scattered across several years) is further evidence of Defendants'
28 conscious disregard.

**PLAINTIFFS' OMNIBUS OPPOSITION
TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

1 JNB002027). These records indicate an old and worn-out machine having trouble even
2 functioning on at least *half a dozen occasions over* a mere *30 days*; during that same time period,
3 the Down Escalator experienced separate, additional problems. *See Id.*, at JNB002016 (“SWITCH
4 ON ESC IS BROKEN” Dec. 14, 2012 Entry, that included a notation on “missing screws”). In
5 contrast to this period of consistent recordation, the TKE Account History contains no entries from
6 2010 and 2011—which, for one, is incredibly concerning and, two, contradicts the service records
7 found in the TKE Logs. **Exhibit 1-F** at GNL002098 (showing multiple repairs and service
8 requests in the TKE Logs that are missing from the TKE Account History).

9 There was also evidence that the Escalator was *shaky* leading up to Mr. Brown’s May 2015
10 accident—which goes directly to Plaintiffs’ allegations and Mr. Brown’s testimony under oath as
11 to why he fell and broke his neck. *Id.* at GNL002110 (identifying “wobbly [sic] steps” under the
12 Escalator Service Request field on Oct. 28, 2014, with the Escalator Repair Log field entirely
13 blank), less than seven months before the Incident. TKE’s Account History noted “LOOSE
14 STEPS ON ESC” on that occasion. **Exhibit 1-G**, at JNB002015.

15 On April 10, 2015, about 30 days before the Incident, a customer reported noises and the
16 Down Escalator required wheel rollers and tightened stepreads. *Id.* at JNB002022. On April 24,
17 2015, 18 days before the Incident, the Down Escalator was not working, literally. *Id.* at
18 JNB002014. (“DOWN ESC NOT WORKING”; “down escalator, unit reported not restarting, unit
19 running on arrival”). On May 7, 2015, *just five (5) days* before the Incident, the Down Escalator
20 triggered a TKE callback because its handrail was squeaking too much. *Id.* at JNB002014.

21 Collectively, just this partial list of evidence and Defendants’ conduct *prior* to the Incident
22 is staggering. Viewed from the prism of the standards for summary judgment, this evidence,
23 standing alone, is sufficient to defeat the Motion and Joinder.

24 C. DEFENDANTS’ CONDUCT *AFTER* PLAINTIFF’S INCIDENT – AND AFTER YET ANOTHER
25 MAY 2015 INJURY ACCIDENT – WAS POTENTIALLY MORE EGREGIOUS AND
26 REFLECTIVE OF WANTON DISREGARD FOR THE SAFETY OF PATRONS

Defendants’ conscious disregard continued—for several months—following the Incident:

27 **PLAINTIFFS’ OMNIBUS OPPOSITION**
28 **TO GNL’S MSJ ON PUNITIVE DAMAGES AND TO TKE’S JOINDER**

Date & Bates #	Document:
May 27, 2015 TKE_7TH SUPP_008	TKE Email (Exhibit 1-L), Chris Dutcher, to TKE's Scott Olsen: <ul style="list-style-type: none"> ◆ Dutcher inspected the Laughlin Nugget Down Escalator steps "today" ◆ only 20 steps were new thru-axel design; the remaining 40 are "old style welded fabricated" steps, and, of these older steps, 35 have cracks and 15 of them "need to be replaced with the new style thru axel step asap" (emph. added) ◆ recommended "at a minimum" replacing all 40 old style steps
May 27, 2015 TKE_7TH SUPP_0022-23	TKE Email (Exhibit 1-M), Chris Dutcher, to Olsen and Panaro: <ul style="list-style-type: none"> ◆ included the KONE bulletin "for cracked steps as we have found cracked steps in this unit beforehand." (emph. added)
June 16, 2015 JNB002092-98	TKE "Work Order" (Exhibit 1-N): <ul style="list-style-type: none"> ◆ warned of <u>"***Safety Matter***"</u> (emph. in orig.) ◆ stated that the type of steps on the Down Escalator were "prone to develop cracks, which can cause a serious safety issue for the riding passengers" and that 40 steps "have developed cracks" ◆ 5 steps showed "critical cracking"; TKE proposed to replace all 40 cracking steps
June 16, 2015 JNB002084	TKE Email (Exhibit 1-O), Panaro to GNL's Don Hartmann: <ul style="list-style-type: none"> ◆ 40 steps showed "signs of cracking" ◆ the cracked steps on the Down Escalator pose "a safety matter for the riding public" ◆ 5 of the 40 steps that were cracking are "critical" ◆ recommended replacing the 40 steps, however, "the 5 steps need to be addressed asap." (emph. added)
June 17, 2015 JNB002081-82	GNL Email (Exhibit 1-P), Hartmann to Panaro: <ul style="list-style-type: none"> ◆ Inquired as to splitting payments over two (2) months to cover the replacement of five cracked steps on Down Escalator
June 25, 2015 JNB002083	TKE Email (Exhibit 1-O), Panaro to Hartmann: <ul style="list-style-type: none"> ◆ forwarded June 16 email re replacing the cracked down escalator steps, asking if any decision had been made ◆ stated "this necessary repair work should be done very soon to avoid any further damage and/or incidents." (emph. added)
Aug. 5, 2015 JNB002099-2104	GNL Email (Exhibit 1-Q , at JNB002101), Hartmann to Panaro: <ul style="list-style-type: none"> ◆ stated "[w]e have the new steps in our Warehouse ready to be scheduled for install."
Oct. 6, 2015 TKE_7TH SUPP_049-50	TKE Email (Exhibit 1-R at TKE_7THSUPP_049-50), Dutcher to Panaro and Olsen: <ul style="list-style-type: none"> ◆ repeated that the escalator steps needed to be "replaced as soon as possible" but said Don Hartmann claimed he had not received a proposal yet for their replacement
Oct. 8, 2015 TKE_7TH SUPP_047	TKE Email (Exhibit 1-R at TKE_7THSUPP_047), Panaro to Dutcher: <ul style="list-style-type: none"> ◆ stated a proposal "has been prepared for Don at Golden Nugget" but not yet sent
Jan. 4, 2016 GNL002030-31	GNL Purchase Order (Exhibit 1-S) <ul style="list-style-type: none"> ◆ authorized (labor only): TKE's installation of 40 escalator steps at the Laughlin Nugget per "PROPOSAL DATED 11/1/15 BY LARRY PANARO." (emph. in original)

**PLAINTIFFS' OMNIBUS OPPOSITION
TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

1 TKE counseled “asap” replacement of the 35 cracked (old-style) steps out of 40 (old-style)
2 steps still in the Down Escalator as of late May 2015—*almost three years* after they should have
3 been replaced by the new thru-axel design.

4 The steps were not replaced in May of 2015. There is no evidence that either GNL or TKE
5 disclosed the defects – which were known to both of them – to the state inspectors whose judgment
6 they purport to rely on. Instead, GNL and TKE continued to place the public at risk of this known
7 but undisclosed defect. In June of 2015, TKE stressed the need for replacements for the obsolete
8 and cracked steps “to avoid any *further* damage and/or incidents.” TKE thus communicated to
9 GNL the causal link between the obsolete steps and the prior incidents, including Plaintiff’s broken
10 neck. However, the obsolete and defective steps are not replaced in June of 2015, or in July of
11 2015, despite steps having “critical” cracks and needing to be addressed “asap”. The public
12 continued to be placed at risk.

13 In August of 2015, GNL reported that it had new steps in its warehouse, ready to be
14 installed. Despite the urgency stressed by TKE, the obsolete and defective steps are not replaced
15 in August or in September 2015. The public continued to be placed at risk.

16 In October of 2015, over four months after the May 2015 incidents, and despite TKE’s
17 warnings that the steps needed to be replaced as soon as possible to prevent further incidents,
18 GNL’s Don Hartmann told TKE’s Chris Dutcher that he was *still waiting on a repair proposal*.
19 TKE’s Larry Panaro conceded that a proposal had been “prepared” but had not yet been sent. The
20 obsolete and defective steps were not replaced in October of 2015, or in November of 2015, or
21 December 2015. The public continued to be placed at risk.

22 A purchase order for the replacement of the obsolete and defective steps was not issued
23 until *January of 2016*, more than six months after they were reported by TKE, and step installation
24 finally took place in February of 2016. The TKE Logs reveal yet an accident associated with the
25 Down Escalator that occurred on November 24, 2016 (**Exhibit 1-F**, at GNL002118); and yet
26 further mechanical issues late into the 2017 calendar year. *Id.* at GNL002122.

27 **PLAINTIFFS’ OMNIBUS OPPOSITION**
28 **TO GNL’S MSJ ON PUNITIVE DAMAGES AND TO TKE’S JOINDER**

III. LEGAL STANDARDS:

A. SUMMARY JUDGMENT

Under Nevada law, a party can obtain summary judgment only when there is “no genuine issue as to any material fact and ... the moving party is entitled to a judgment as a matter of law.” Nev. R. Civ. P. 56(c). A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party. *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). On a motion for summary judgment, the burden of establishing the absence of any genuine issue of fact is on the moving party. *Butler v. Bogdanovich*, 705 P.2d 662, 663 (Nev. 1985); *Harry v. Smith*, 893 P.2d 372 (Nev. 1995). All doubts must be resolved against the movant, and their supporting documents, if any, must be “carefully scrutinized” by the Court. *Daugherty v. Wabash Life Ins. Co.*, 482 P.2d 814, 818 (Nev. 1971) (internal citations omitted). The trial court must accept as true all evidence favorable to the nonmoving party and must grant all inferences in their favor. *Hidden Wells Ranch, Inc. v. Strip Realty, Inc.*, 425 P.2d 599 (Nev. 1967); *Mullis v. Nevada Nat’l Bank*, 654 P.2d 533 (Nev. 1982); *Jones v. First Mortgage Co. of Nevada*, 915 P.2d 883 (Nev. 1996).

B. PUNITIVE DAMAGES

In Nevada, an award of punitive damages is allowed when the defendants engage in “oppression, fraud or malice, express or implied” (NRS 42.005(1)); it is “conduct which is intended to injure a person or despicable conduct which is engaged in with a conscious disregard of the rights or safety of others.” NRS 42.001(3). Such damages are available when the defendant acts willfully and intentionally and in reckless disregard of possible results. *Bader v. Cerri*, 609 P.2d 314, 318-19 (Nev. 1980). The purpose of punitive damages are to “express community outrage or distaste for the misconduct of an oppressive, fraudulent or malicious defendant ... by which others may be deterred and warned that such conduct will not be tolerated.” *Ace Truck & Equip. Rentals v. Kahn*, 746 P.2d 132, 134 (Nev. 1987).

Nevada courts may infer malice without finding a deliberate intent to cause injury; *see, e.g. Leslie v. Jones Chem. Co.*, 551 P.2d 234, 235 (Nev. 1976) (malice in fact is “sufficiently established” where the defendants “consciously and deliberately disregarded known safety procedures”).⁷ Malice *expressly includes* conduct showing “a conscious disregard of the rights or safety of others.” NRS 42.001(3). Conscious disregard as used in the statute means “knowledge of the probable harmful consequences of a wrongful act and a willful and deliberate failure to act to avoid those consequences.” NRS 42.001(1).

Thus, acts undertaken by the defendants despite their knowledge of probable consequences that include a substantial risk of harm can be sufficient to support an award of punitive damages. *Countrywide Home Loans, Inc. v. Thitchener*, 192 P.3d 243, 255 (Nev. 2008); *Wyeth v. Rowatt*, 244 P.3d 765, 783 n. 11 (Nev. 2010).⁸ In so doing, TKE has apparently overlooked the *Countrywide* court’s warning that *Maduikie* “is not instructive in analyzing conscious disregard for purposes of implied malice or oppression.” *Countrywide*, 192 P.3d at 255 n. 51) Such acts need not require risk of harm to specific person; punitive damages can be based on conduct that poses “a substantial risk to the general public.” *Wyeth v. Rowatt*, 244 P.3d 765, 783 n. 11 (Nev. 2010), *cert denied*, 131 S.Ct. 3028 (2011).

IV. ARGUMENT:

The Defendants argue they should be granted summary judgment as to punitive damages, because they allege that the Plaintiffs must show they “acted **intentionally, willfully, and deliberately knowing that such conduct would be harmful to Plaintiffs specifically**.” Mot. at 13:13-14 (emph. in orig.). The Defendants cite no authority for this proposition because it is not

⁷ Although Nevada briefly moved away from permitting punitive damages based on such disregard, requiring instead a deliberate intent to cause injury, *see e.g., Craig v. Circus-Circus Enterprises, Inc.*, 786 P.2d 22, 27 (Nev. 1990), this trend was abandoned in 1995 with changes to the punitive damages statute.

⁸ Defendant TKE references *Countrywide* in the Joinder but prefers to rely instead on a prior ruling in *Maduikie v. Agency Rent-A-Car*, 953 P.2d 24 (Nev. 1998), arguing it is the “standard [that] controls the result in this case.” Joinder at 5:5-20.

1 the law. Nevada provides for punitive damages when a defendant's despicable conduct "is
2 engaged in with a conscious disregard of the rights or safety of others." NRS 42.001(3). No intent
3 to cause harm, or to injure a specific person, is required. Indeed, when determining "whether a
4 defendant's conduct is so reprehensible as to warrant the imposition of punitive damages" jurors
5 "may consider evidence ... that may show that the defendants' conduct, which harmed the
6 plaintiffs, may also present a substantial risk *to the general public*." *Wyeth*, 244 P.3d at 783 n. 11
7 (emph. added). TKE's reliance on so-called "historical" rules requiring "either a willful wrong or
8 damages as an intended consequence," Joinder at 4:15-16 (citation omitted), is misplaced. As the
9 1995 amendments to the punitive damages statute make clear, neither of these are required. A
10 defendant need only engage in "despicable conduct which is engaged in with a conscious disregard
11 of the rights or safety of others." NRS 42.001(3); NRS 42.005(1).

12 The Defendants correctly (if ungrammatically) observe that the Plaintiffs "are free to
13 include whether [*sic*] naked assertions they like" in their complaint, Mot. at 13:15, but err when
14 they contend that "*now* they must come forward to support those contentions with evidence." *Id.*
15 at 13:16 (emph. added). In fact, the Plaintiffs produced evidence for the Court when they sought
16 leave to file their second amended complaint, a fact *specifically noted by the Court* in granting
17 that leave. September 12, 2018 Order at 4:4-6; 5:25-6:1. **Exhibit 2** to this Opposition. In any
18 event, the evidence now before the Court is even stronger: it consists of documents and testimony
19 showing that the Defendants were well aware of the obsolete and dangerous design of the steps in
20 the Down Escalator; knew of the "serious safety issue" to the public posed by the cracks (**Exhibit**
21 **1-B**) in the escalator steps; knew dozens of steps were cracked/cracking; delayed repairing the
22 cracked steps in order to achieve a nominal saving on maintenance costs; and failed to properly
23 oversee what maintenance they allowed to take place on their penny-pinching repair budget.

24 Both GNL and TKE also knew that the proper procedure to deal with such a large number
25 of cracks was to replace all the steps with steps manufactured using a new design. *Id.* Instead,
26 GNL and TKE dreamed up and agreed on a penny-pinching alternative to replace just half of the

27 **PLAINTIFFS' OMNIBUS OPPOSITION**
28 **TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

1 old and dangerous steps. Under their so-called “Option 2,” all the steps on the down escalator
2 were to be replaced with the new design; but TKE would “salvage” as many of the obsolete steps
3 as possible for use on the other unit. **Exhibit 1-D.** They did this for the basest of reasons: to save
4 roughly 30 cents on the repair dollar versus the price of a full replacement they both knew was
5 recommended by the manufacturer. *Id.* They were not merely negligent: they knew they were
6 putting the public at risk. That they did not know – or apparently care – who would be hurt or
7 when is immaterial. Defendants’ actions are enough to support an award of punitive damages.

8 TKE and GNL both profess to have relied on the advice of the public inspectors: but both
9 were aware of the cracked steps and the risk posed to the public, and there is no evidence that they
10 disclosed the cracks or the risk to the inspector. A defendant should not be permitted to withhold
11 relevant information from a third party and then assert that it relied on that third party’s judgment.

12 Thus, rather than following the manufacturer’s safety protocols, GNL and TKE
13 implemented a literal half-measure that they both knew would leave the public at risk from the
14 “serious safety issue” posed by the obsolete steps – a safety matter that both knew had already
15 begun to manifest, in the form of over 30 cracked steps. Like the defendants in *Leslie v. Jones*
16 *Chem. Co.*, *supra*, GNL and TKE “consciously and deliberately disregarded known safety
17 procedures.” *Id.*, 551 P.2d at 235. This is enough to establish implied malice. *Id.*

18 To make matters worse: the evidence withheld by TKE until after discovery closed shows
19 that TKE elected not to perform even the partial fix dreamed up with GNL. Their technician
20 testified that TKE never performed the full step replacement it was paid to perform on the down
21 escalator; instead, only “a few” new steps were installed, and the 2012, 2013, 2014, and 2015 logs
22 show no full replacement ever took place. TKE has produced no evidence showing why they
23 elected not to perform the work they were paid for.

24 TKE’s claims that it should escape liability for punitive damages because the steps “were
25 replaced in 2012” (TKE Joinder at 8:15-22) is thus without merit. TKE’s further argument that
26 TKE could do only the repair work directed by the owner also falls flat. In fact, TKE

27 **PLAINTIFFS’ OMNIBUS OPPOSITION**
28 **TO GNL’S MSJ ON PUNITIVE DAMAGES AND TO TKE’S JOINDER**

did *not* replace the steps; it did not even perform the half-measures it dreamt up jointly with GNL. Instead, the evidence shows, TKE replaced at most one-third of the steps on the down escalator with new design steps; the rest were still the obsolete design. *See* Dutcher email dated May 27, 2015. An inspection of those steps performed shortly after Joe Brown's neck was broken showed that nearly 90% of the old and defective steps left in place by TKE were cracked. *Id.* Thus, rather than being the helpless servant of the owner it pretends to be, TKE was very much an active participant in the process that led to Joe Brown's injuries. TKE helped design the half-measure GNL ultimately adopted ... and then TKE cut corners even on that. The Joinder insists that TKE was only allowed to do the work authorized by GNL; but clearly TKE did not feel obliged to do even that. It is every bit as culpable as the owner, if not more so.

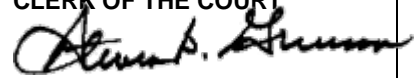
Following discover of cracks, again, in May of 2015, after the Incident, TKE of course recommended replacing the cracked steps as soon as possible (ignoring its own culpability in failing to replace them when paid to do so in 2012), citing the risk of “further incidents.” Yet both GNL and TKE dragged their heels through the entire rest of the year, failing to agree on terms to get rid of the dangerous, obsolete steps, letting new steps languish in a warehouse for many months while slow-rolling proposals to install them. In so doing, both Defendants underscored their flagrant and willful disregard for public safety.

For all the foregoing reasons, the Motion and the Joinder should be DENIED.

Respectfully Submitted,

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

**PLAINTIFFS' OMNIBUS OPPOSITION
TO GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**



EXHS
IQBAL LAW PLLC
Mohamed A. Iqbal, Jr. (NSB #10623)
Christopher Mathews (NSB #10674)
101 Convention Center Dr., Suite 1175
Las Vegas, Nevada 89109
1-(702) 750-2950 (Tel); 1-(702) 825-2841 (V-Fax)
mai@ilawlv.com; cxm@ilawlv.com
Attorneys for Plaintiffs Joe N. Brown and Nettie J. Brown

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JOE N. BROWN, an individual, and his Wife, NETTIE J. BROWN, an individual Plaintiffs, vs. GNL, CORP.; THYSSENKRUPP ELEVATOR CORP., a foreign corporation; DOE INDIVIDUALS 1-100; ROE BUSINESS ENTITIES 1-100, Defendants. AND ASSOCIATED CASES	Case No.: A-16-739887-C Dept. No.: XXXI <u>EXHIBITS TO:</u> PLAINTIFFS' OMNIBUS OPPOSITION TO GNL, CORP.'S MOTION FOR SUMMARY JUDGMENT ON PUNITIVE DAMAGES AND TO THYSSENKRUPP ELEVATOR CORP.'S JOINDER Date: August 27, 2019 Time: 9:30 a.m.
---	--

Plaintiffs Joe N. Brown and Nettie J. Brown ("Plaintiffs") hereby file the following Exhibits to Plaintiffs' Omnibus Opposition (the "Opposition") to Defendant GNL, Corp.'s ("GNL") *Re-noticed* Motion for Summary Judgment on Punitive Damages and to Defendant Thyssenkrupp Elevator Corp.'s ("TKE") subsequent joinder (the "Joinder") (GNL and TKE, collectively, "Defendants");

EXHIBIT 1: Declaration of Mohamed A. Iqbal, Jr.

EXHIBIT 1-A: Alexandra B. McLeod's July 19, 2019 email to counsel

EXHIBIT 1-B: September 12, 2012 repair order and purchase order, JNB002077-80

EXHIBIT 1-C: September 21, 2012 purchase order, GNL002038-39

EXHIBIT 1-D: October 2, 2012 email from Larry Panaro to Clint Belka and a certain repair order, JNB002070-73¹

¹ The Opposition, on p. 4, inadvertently listed incorrect bates numbers with Exhibit 1-D.

**EXHIBITS TO PLAINTIFFS' OMNIBUS OPPOSITION TO GNL'S MSJ ON PUNITIVE
DAMAGES AND TO TKE'S JOINDER**

EXHIBIT 1-E: May 14, 2018 transcript of Chris Dutcher's deposition (condensed)

EXHIBIT 1-F: TKE Escalator Maintenance Tasks & Records for 2011, 2012, 2013, 2014, 2015, 2016, and 2017, GNL002095-2122

EXHIBIT 1-G: Account History for Down Escalator from May 1, 2010 to December 31, 2015, JNB002013-29

EXHIBIT 1-H: Cleared Amounts of Payments on October 24, 2012 and on February 1, 2013, GNL002040-41

EXHIBIT 1-I: Summary created by Davis L. Turner, Expert, as part of "Review Notes", GNL-EX-TURNER-000101-02

EXHIBIT 1-J: May 4, 2018 Expert Report of Sheila N. Swett, GNL-EX-TURNER-000084-89

EXHIBIT 1-K: January 2008 KONE Product Bulletin, JNB002159-62

EXHIBIT 1-L: May 27, 2015 email from Chris Dutcher to Scott Olsen, TKE_7THSUPP_008

EXHIBIT 1-M: May 27, 2015 email from Chris Dutcher to Scott Olsen and Larry Panaro (without the attached bulletin), TKE_7THSUPP_0022-23

EXHIBIT 1-N: June 16, 2015 Work Order, JNB002092-98

EXHIBIT 1-O: June 16 and 25, 2015 emails from Larry Panaro to Don Hartmann, JNB002083-84

EXHIBIT 1-P: June 17, 2015 email from Don Hartmann to Larry Panaro, JNB002081-82

EXHIBIT 1-Q: June 16 to August 10, 2015 email exchange between Larry Panaro and Don Hartmann, JNB002099-2104

EXHIBIT 1-R: October 6 and 8, 2015 email exchange between Chris Dutcher, Scott Olsen and Larry Panaro, TKE_7THSUPP_047-50

EXHIBIT 1-S: January 4, 2016 Purchase Order, GNL002030-31

EXHIBIT 2: September 12, 2018 Order Granting Motion for Leave to File Second Amended Complaint

Dated this August 7, 2019.

Respectfully Submitted,

IQBAL LAW PLLC

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

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

**EXHIBITS TO PLAINTIFFS' OMNIBUS OPPOSITION TO GNL'S MSJ ON PUNITIVE
DAMAGES AND TO TKE'S JOINDER**

EXHIBIT 1

EXHIBIT 1

JNB02786

1 **DECLARATION OF MOHAMED A. IQBAL, JR., IN SUPPORT OF:**
2 **PLAINTIFFS' OMNIBUS OPPOSITION TO GNL, CORP.'S MOTION FOR SUMMARY**
3 **JUDGMENT ON PUNITIVE DAMAGES AND TO THYSSENKRUPP ELEVATOR**
4 **CORP.'S JOINDER**

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

6 1. I am over the age of 18 and competent to testify. I am counsel of record for
7 Plaintiffs Joe and Nettie Brown ("Plaintiffs") and make this declaration subject to penalty of
8 perjury under the laws of the United States and the State of Nevada, in support of Plaintiffs'
9 Omnibus Opposition (the "Opposition") (with this declaration being offered as **Exhibit 1** in
10 support thereof) to Defendant GNL, Corp.'s ("GNL") *Re-noticed* Motion for Summary Judgment
11 on Punitive Damages and to Defendant Thyssenkrupp Elevator Corp.'s ("TKE") subsequent
12 joinder (the "Joinder") (GNL and TKE, collectively, "Defendants").

13 2. The Opposition is further supported by exhibits identified in the Opposition and
14 either: (a) attached to this Declaration (**Exhibits 1-A to 1-S**, inclusive), or (b) separately attached
15 to Plaintiffs' Exhibits filing (**Exhibit 2**, an entered Order of the Court). There are, however, two
16 sets of documents supporting the Opposition which are confidential; accordingly, in lieu of filing
17 them publically (or filing them under seal), undersigned counsel respectfully requests that said
18 documents may be addressed in relevant part here. Page 4 of the Opposition at ll. 7-10
19 references an October 3, 2012 email from "GNL's VP" (Clint Belka)(GNL000952-53), whereby
20 Mr. Belka confirms "[h]ere is the deal we are going with" in association with amounts totaling
21 \$62,214.00 to be paid to TKE. Page 6 of the Opposition at ll. 9-12 references a September 26,
22 2010 email from GNL to TKE indicating, among other things, that the "Up Escalator" had a step
23 crash, that it seemed "to be an ongoing issue lately", and that the last such crash was not even
24 two weeks prior.

25 3. Attached to the Opposition as **EXHIBIT 1-A** is a true and correct copy of
26 Alexandra B. McLeod's July 19, 2019 email to counsel.

27 **IQBAL DECLARATION IN SUPPORT OF PLAINTIFFS' OMNIBUS OPPOSITION TO**
28 **GNL'S MSJ ON PUNITIVE DAMAGES AND TO TKE'S JOINDER**

1 4. Attached to the Opposition as **EXHIBIT 1-B** is a true and correct copy of a
2 certain September 12, 2012 repair order and purchase order, JNB002077-80, produced by TKE
3 in discovery; the only modification is that Plaintiffs added bates-numbering.

4 5. Attached to the Opposition as **EXHIBIT 1-C** is a true and correct partial (the first
5 two pages) copy of a certain September 21, 2012 purchase order, GNL002038-39, produced by
6 GNL in discovery.

7 6. Attached to the Opposition as **EXHIBIT 1-D** is a true and correct copy of a
8 certain October 2, 2012 email from Larry Panaro to Clint Belka and a certain repair order,
9 JNB002070-73, produced by TKE in discovery; the only modification is that Plaintiffs added
10 bates-numbering.

11 7. Attached to the Opposition as **EXHIBIT 1-E** is a true and correct copy of the
12 May 14, 2018 transcript of Chris Dutcher's deposition (condensed).

13 8. Attached to the Opposition as **EXHIBIT 1-F** are true and correct copies of certain
14 TKE Escalator Maintenance Tasks & Records for 2011, 2012, 2013, 2014, 2015, 2016, and
15 2017, GNL002095-2122, produced by GNL in discovery.

16 9. Attached to the Opposition as **EXHIBIT 1-G** is a true and correct copy of a
17 certain Account History Report, JNB002013-29, produced by TKE in discovery; the only
18 modification is that Plaintiffs added bates-numbering.

19 10. Attached to the Opposition as **EXHIBIT 1-H** is a true and correct copy of certain
20 Cleared Amounts of Payments on October 24, 2012 and on February 1, 2013, GNL002040-41,
21 produced by GNL in discovery.

22 11. Attached to the Opposition as **EXHIBIT 1-I** is a true and correct copy of a certain
23 Summary created by Davis L. Turner, Expert, as part of "Review Notes", GNL-EX-TURNER-
24 000101-02, produced by GNL in discovery.

12. Attached to the Opposition as **EXHIBIT 1-J** is a true and correct copy of a May 4, 2018 Expert Report of Sheila N. Swett, originally produced by Plaintiffs and produced again by GNL in discovery with additional bates numbering (GNL-EX-TURNER-000084-89).

13. Attached to the Opposition as **EXHIBIT 1-K** is a true and correct copy of a certain January 2008 KONE Product Bulletin, JNB002159-62, produced by TKE in discovery; the only modification is that Plaintiffs added bates-numbering.

14. Attached to the Opposition as **EXHIBIT 1-L** is a true and correct copy of a certain May 27, 2015 email from Chris Dutcher to Scott Olsen, TKE_7THSUPP_008, produced by TKE after the close of discovery; the only modification is that Plaintiffs added bates-numbering.

15. Attached to the Opposition as **EXHIBIT 1-M** is a true and correct copy of a certain May 27, 2015 email from Chris Dutcher to Scott Olsen and Larry Panaro (without the attached bulletin), TKE_7THSUPP_0022-23, produced by TKE after the close of discovery; the only modification is that Plaintiffs added bates-numbering.

16. Attached to the Opposition as **EXHIBIT 1-N** is a true and correct copy of a certain June 16, 2015 Work Order, JNB002092-98, produced by TKE in discovery; the only modification is that Plaintiffs added bates-numbering.

17. Attached to the Opposition as **EXHIBIT 1-O** are true and correct copies of certain June 16 and 25, 2015 emails from Larry Panaro to Don Hartmann, JNB002083-84, produced by TKE in discovery; the only modification is that Plaintiffs added bates-numbering.

18. Attached to the Opposition as **EXHIBIT 1-P** is a true and correct copy of a certain June 17, 2015 email from Don Hartmann to Larry Panaro, JNB002081-82, produced by TKE in discovery; the only modification is that Plaintiffs added bates-numbering.

19. Attached to the Opposition as **EXHIBIT 1-Q** is a true and correct copy of a certain June 16 to August 10, 2015 email exchange between Larry Panaro and Don Hartmann,


1 JNB002099-2104, produced by TKE in discovery; the only modification is that Plaintiffs added
2 bates-numbering.

3 20. Attached to the Opposition as **EXHIBIT 1-R** is a true and correct copy of a
4 certain October 6 and 8, 2015 email exchange between Chris Dutcher, Scott Olsen and Larry
5 Panaro, TKE_7THSUPP_047-50, produced by TKE after the close of discovery; the only
6 modification is that Plaintiffs added bates-numbering.

7 21. Attached to the Opposition as **EXHIBIT 1-S** is a true and correct copy of a
8 certain January 4, 2016 Purchase Order, GNL002030-31, produced by GNL in discovery.

9 Dated this 7th day of August, 2019.

10 By:


Mohamed A. Iqbal, Jr.
Las Vegas, Nevada

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
I LAW LV

EXHIBIT 1-A

EXHIBIT 1-A

JNB02791

Subject: Brown v GNL/TKE - Re-Notice of MSJ

Date: Friday, July 19, 2019 at 5:50:48 PM Pacific Daylight Time

From: Mcleod, Alexandra B <Alexandra.Mcleod@aig.com>

To: Mohamed A. Iqbal, Jr. <mai@ilawlv.com>, Rebecca Mastrangelo <RMastrangelo@rmcmlaw.com>

Hey guys,

I've been stuck in trial prep and had to just get this on file. When it showed up in my own inbox, I realized from the title of the old motion it appears that I'm attempting to re-litigate the liability motion. I intend to go forward with arguing only the punitive damages portion which we withdrew and said we would re-file. I am happy to try and fix this with a letter to the Court (and all parties) on Monday, unless someone has a better suggestion.

Anyway, happy weekend!

Kind regards,
Alex

ALEXANDRA B. MCLEOD

Trial Attorney, **GRANT & ASSOCIATES**

Staff Counsel for **AIG**

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, NV 89113

Ofc: 702-940-3556

Cell: 702-971-1193

Fax: 855-429-3413

Alexandra.McLeod@aig.com

To learn more about Staff Counsel & Coverage Counsel, [click here](#).

JNB02792

EXHIBIT 1-B

EXHIBIT 1-B

JNB02793

ThyssenKrupp Elevator



Repair Order.

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

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

222814

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:

GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

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

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

Date: 9/12/12

Approved by: [Signature]

Title: Branch Manager Date: 10-1-2012

RO 03/02

JNB02794

Terms and conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



VENDOR Laughlin, NV 89028-7111
10787
THYSSENKRUPP ELEVATOR
PO BOX 933004
ATLANTA, GA 91193-3004 United States

SHIP TO 2300 South Casino Dr.
Laughlin, NV 89029
United States

CONTACT TERRY NUGENT (702) 252-5757

PURCHASE ORDER

Page 1

GOODS WILL NOT BE ACCEPTED UNLESS THIS PURCHASE ORDER
NUMBER APPEARS ON ALL INVOICES, PACKAGES, PACKING SLIPS
AND BILLS OF LADING

P.O. NUMBER

19266

TYPE

STANDARD

ORDER DATE

21-SEP-12

DUE DATE

28-SEP-12

BILL TO

Accounts Payable

P.O.Box 77111

Laughlin, NV 89028

United States

BUYER

Irais, Mendoza

TERMS IMMEDIATE

QUANTITY	UNIT	ITEM#	DESCRIPTION	UNIT COST	TOTAL	LINE #
1.00	Lot	3084016	TO BE DELIVERED ON OR BEFORE: 09/28/12 ANY QUESTIONS, CONTACT: IRAIS MENDOZA P: 702-386-8192 F: 702-387-4457 imendoza@goldennugget.com REQUESTOR: PEGGY RUIZ DEPT: ENGINEERING SERVICE, REPLACEMENT OF ALL 118 STEPS ON BOTH ESCALATORS *** End of Report ***	89,916.00	89916.00	1

Terms and Conditions

1. This purchase order number must appear on all packages, packing slips, invoices and correspondence.
2. A packing slip must accompany the merchandise and must indicate contents and Purchase Order number.
3. Applicable discounts will be taken from date of invoice or receipt of goods, whichever is later.
4. Any change or corrections to this Purchase Order must be initiated by the Purchase Department only.
5. See last page for additional terms and conditions.

Total:

89,916.00

ENTERED BY
APPROVED BY

Casas, Nydia I.

JNB_002079

JNB02796

PURCHASE ORDER ADDITIONAL TERMS AND CONDITIONS

- 11) Shipping: Shipping instructions contained herein must be strictly followed, and Seller shall, upon shipment, send written notice of shipment to Purchaser stating the number of this Order, the kind and amount of merchandise and the route and method by which the shipment is being made. Seller shall suitably pack, mark and ship all merchandise in a manner to secure the lowest transportation cost in accordance with the shipping instructions and requirements contained herein and the requirements of common carriers. Purchaser and Seller agree to assist each other in the prosecution of any claims against carriers.
- 12) Invoices, Discounts and Taxes: Seller shall render a separate invoice for each shipment of service, and original bills of lading/other shipping documents (including the carrier's original receipt showing payment) must accompany each invoice or be provided via electronic exchange. No charges for packing or cartage will be paid unless otherwise specified herein. Time for the allowance of any discount will be computed from the date of receipt of invoices and/or merchandise, whichever is later, together with all required supporting documents in proper form. Any applicable state sales tax and/or use tax shall be paid by Seller. Excise tax, where applicable, shall be billed as a separate item on the same invoice as the merchandise to which it is related.
- 13) Title: Title in merchandise and/or components of service are of the essence for this Order. Purchaser may, at Purchaser's option and at Seller's expense, refuse to accept or return any merchandise delivered, or services performed, after the date(s) specified in this Order. Purchaser shall not be liable for the purchase of merchandise, or the payment of services, refused, returned or rejected, as applicable, based upon late delivery or performance. If the job site for which any merchandise is intended is not ready for delivery, Seller, upon notice from Purchaser, shall hold such merchandise for a reasonable period and at no cost.
- 14) Inspection and Warranty: All merchandise and/or services specified in this Order are subject to Purchaser's inspection within a reasonable time after final delivery or completion. If, upon inspection, any merchandise or service is, in Purchaser's sole judgment, found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this Order, Purchaser may reject such merchandise and/or services and, in the case of merchandise, return such rejected merchandise at Seller's expense. Payment for merchandise and/or services prior to inspection shall not be construed as an acceptance of unsatisfactory or defective merchandise and/or services. Upon the refusal or return of unsatisfactory or defective merchandise or the rejection of unsatisfactory or defective services, Seller shall reimburse Purchaser for any amounts paid by Purchaser on account of such merchandise or services (including the cost to return any such merchandise to Seller). Without limiting any express warranties, Seller hereby warrants to Purchaser that the material, merchandise and/or services to be furnished under this Order shall, as applicable, fully conform to the specifications, drawings, samples or other descriptions furnished or adopted by Purchaser, shall be fit and sufficient for the purpose intended, merchantable, of first grade quality and workmanship and free from defects. This warranty shall survive acceptance and payment. At Purchaser's option, Seller shall replace or redo, at Seller's sole cost and expense, any material, merchandise or services, or portion thereof, found within twelve (12) months after acceptance to be defective.
- 15) Cancellation: Purchaser may for any reason, at Purchaser's option, cancel any unshipped merchandise or unperformed services. To the extent this Order covers services or stock merchandise, Purchaser's only obligation is to pay for and accept merchandise shipped, and services performed, prior to such cancellation. To the extent this Order covers merchandise manufactured or fabricated to Purchaser's (as opposed to Seller's) specifications, Seller shall immediately stop all performance hereunder upon receipt of notice of cancellation and, if Seller is not in default, Purchaser shall reimburse Seller for the actual, direct cost to Seller of such merchandise which has, at the time of such cancellation, been wholly or partially manufactured. Upon payment, title to all such merchandise shall pass to Purchaser. Seller agrees that it will not manufacture items in reserve in an amount greater than the number of manufactured items that Seller has shipped to Purchaser at any one time.
- 16) Breach: If Seller fails to make delivery of all or any of the merchandise or perform all or any of the services specified in this Order within the time(s) specified or otherwise fails to perform all or any of the terms of this Order, Purchaser may, at Purchaser's option and without prejudice of any other rights, cancel this Order in whole or in part.
- 17) Indemnity and Insurance: Seller hereby covenants and agrees to indemnify, defend and hold Purchaser, its parent company, subsidiaries and affiliates, free, clear and harmless from, and against, any and all claims, demands, losses, liabilities, damages, causes of action and expenses (including attorneys' fees) caused by, resulting from, or in any way connected with (a) an infringement or claimed infringement of any patent, trademark or copyright arising out of the use or possession of the merchandise furnished, or the services performed, by Seller, (b) the acts, omissions or negligence of Seller, or Seller's agents, employees or contractors, in connection with this Order or (c) Seller's breach of this Order or any of Seller's representations or warranties contained herein. At all times while Seller is providing services under this Order, Seller shall, at Seller's expense, maintain in a company or companies with a current A.M. Best Company rating of at least A:VI (a) Workers' Compensation Insurance as required by State law in the state where the purchaser's property is located and (b) Commercial General Liability Insurance and Commercial Automobile Liability Insurance in the minimum amounts of Three Million Dollars (\$3,000,000.00) each, combined single limits per occurrence or accident, as applicable, for property damage (including that of Purchaser) and bodily injury (including death). The Commercial General and Commercial Automobile Insurance policies shall name Purchaser, its parent company, subsidiaries and affiliates, as additional insureds, include contractual liability coverage for the indemnity provisions contained herein (with respect to the Commercial Automobile Insurance policy), contain a broad form property damage endorsement, be primary without regard to any insurance carried by Purchaser and provide Purchaser with at least thirty (30) days' prior notice of reduction or cancellation.
- 18) No Waiver. No Other Terms: No waiver or modification of the terms or conditions of this Order shall be binding on Purchaser unless approved of in writing by Purchaser. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of this Order. This Order is expressly limited to the terms and conditions contained herein, and any other terms or conditions contained on Seller's document(s) which purport to limit Seller's obligation or liability or Purchaser's right to remedies shall be of no force and effect.
- 19) Purchaser's Acknowledgment: Seller acknowledges that Purchaser, Purchaser's parent company, subsidiaries and affiliates, are businesses that are, or may be, subject to and exist because of privileged licenses issued by governmental authorities. Therefore, Seller and Seller's agents, employees and representatives shall obtain any license, qualification, clearance or the like which shall be requested or required of any of them by any regulatory authority having jurisdiction over Purchaser or any parent company, subsidiary or affiliate of Purchaser. If Seller, or Seller's agents, employees or representatives, fails to satisfy such requirement or if Purchaser or any parent company, subsidiary or affiliate of Purchaser is directed to cease business with Seller or its agents, employees or representatives by any such authority, or if Purchaser shall in good faith determine, in Purchaser's sole and exclusive judgment, that Seller, or any of Seller's agents, employees or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities or (b) was or is involved in any relationship, either of which could or does jeopardize Purchaser's business or such licenses, or those of a parent company, subsidiary or affiliate, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Order may be terminated immediately by Purchaser. In addition, Seller hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the State gaming authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with Purchaser without the prior approval of the appropriate State gaming authorities. Seller hereby affirms, represents and warrants to Purchaser that Seller is not a denied license applicant, a revoked licensee or a business organization under the control of a denied licensee, and Seller hereby agrees that this Order is subject to immediate termination by Purchaser if Seller should become any of the foregoing. In the event this Order is terminated pursuant to this Section, Purchaser shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed as of such termination date, but Purchaser shall have no further liability to Seller.
- 20) Conduct: Seller acknowledges that Purchaser and Purchaser's parent company, subsidiaries and affiliates have a reputation for offering high quality entertainment and/or services to the public, are subject to regulation and licensing and desire to maintain their reputation and receive positive publicity. Seller therefore agrees that at all relevant times in connection with this Order, Seller and Seller's agents, employees and representatives (a) will not conduct themselves in a manner which is contrary to the best interests of, nor in any manner that adversely affects or is detrimental to, and (b) will not directly or indirectly make any oral, written or recorded private or public statement or comment that is disparaging, critical, defamatory or otherwise not in the best interests of Purchaser or Purchaser's parent company, subsidiaries or affiliates. Purchaser shall use Purchaser's good faith business judgment in determining whether Seller's conduct or that of Seller's agents, employees or representatives was contrary to the foregoing and, upon such determination, Purchaser shall have the right to immediately terminate this Order. In that event, Purchaser shall pay Seller for the merchandise which has been manufactured and/or the services which have been completed as of such termination date, but Purchaser shall have no further liability to Seller.
- 21) Miscellaneous: Responsibility for damage to merchandise or services to be furnished under this Order from any cause whatsoever shall rest with Seller until the later of (a) final installation or final completion and (b) final receipt and acceptance thereof by Purchaser, as applicable. Seller hereby covenants and agrees that all merchandise and services covered by this Order 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 valid, construction, performance and effect of, and the state and federal courts located in county and state where the purchaser's property is located shall have exclusive jurisdiction over any action in connection with, this Order. This Order supersedes all previous communications, negotiations and agreements and constitutes the sole and entire agreement between the parties with respect to the subject matter hereof.

JNB0272987

EXHIBIT 1-C

EXHIBIT 1-C



GOLDEN NUGGET HOTEL & CASINO
Las Vegas, NV, 89104

Office 702.386.8257 Fax: 702.387.4457

PURCHASE ORDER

GOODS WILL NOT BE ACCEPTED UNLESS THIS PURCHASE ORDER NUMBER
APPEARS ON ALL INVOICES, PACKAGES, PACKING SLIPS AND BILLS OF LADING

P.O Number :	19266
Type :	STANDARD
Order Date:	21-SEP-12
Due Date :	28-SEP-12
Entered by :	Garcia, Irais Rubi
Approved By :	Garcia, Irais Rubi
Buyer :	Irais, Garcia

VENDOR :
THYSENKRUPP ELEVATOR
PO BOX 933004
ATLANTA, GA 91193-3004 UNITED STATES

SHIP TO:
0872 - GOLDEN NUGGET LAUGHLIN
2300 SOUTH CASINO DR.
LAUGHLIN,NV 89029 UNITED STATES

BILL TO :
2300 SOUTH CASINO DR.
LAUGHLIN, NV 89029 UNITED STATES

Notes :
TO BE DELIVERED ON OR BEFORE: 09/28/12

****REVISED****

ANY QUESTIONS, CONTACT:
IRAIS MENDOZA
P: 702-386-8192
F: 702-387-4457
imendoza@goldennugget.com

REQUESTOR: PEGGY RUIZ
DEPT: ENGINEERING

Ordered By	Effective Date	Expiration Date	Ship Via	F.O.B	Terms
Irais, Garcia					IMMEDIATE
Remarks :	RFQ. 18785 - ENGINEERING - PEGGY RUIZ				
Comments :	0871				

Line	Item Number	Description + Comment	UNIT	COST	Taxable	Quantity	Amount
1	3084016	SERVICE, REPLACEMENT OF ALL 118 STEPS ON BOTH ESCALATORS	Lot	62214.00	Y	1	\$62214.00

Line	Item Number	Description + Comment	UNIT	COST	Taxable	Quantity	Amount
Total Amount							\$ 62,214.00

GNL 002039

EXHIBIT 1-D

EXHIBIT 1-D

Laura Fitzgerald

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

Importance: High

FYI...

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

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

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

Clint,

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

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

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

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

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

Sincerely,

Larry Panaro
Account Manager
Service, Repair and Modernization Sales

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

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

www.thyssenkruppelevator.com

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

ThyssenKrupp Elevator



Repair Order.

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

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

Safety Matter

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

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

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

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

RETURN FAX: (866) 248-5612

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

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

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

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

Accepted:


GOLDEN NUGGET LAUGHLIN

By: _____
(Signature of Authorized Individual)

(Printed or Typed Name)

Title: _____ Date: _____

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

By: 
(Signature of ThyssenKrupp Elevator Representative)
Larry Panaro

(702) 262-6775

Date: 10/2/12

Approved by: _____

Title: Branch Manager Date: _____

RO 03/02

JNB02804

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.

EXHIBIT 1-E

EXHIBIT 1-E

JNB02806

1 DISTRICT COURT
CLARK COUNTY, NEVADA
2 -----x
JOE N. BROWN, an individual, and
3 his Wife, NETTIE J. BROWN, an individual,
4 Plaintiffs,
Case No.: A-16-739887-C
5 -against- Dept. No.: XXXI
6 LANDRY'S, INC., a foreign corporation;
GOLDEN NUGGET, INC., a Nevada
7 corporation, d/b/a GOLDEN NUGGET
LAUGHLIN; GNL, CORP.; DOE INDIVIDUALS
8 1-100; ROE BUSINESS ENTITIES 1-100,
Defendants.

9 -----x
AND ASSOCIATED CASES
10 -----x

11 May 14, 2018

12 10:07 a.m.

13
14 Deposition of CHRIS DUTCHER, held at the offices of
15 ThyssenKrupp, 519 8th Avenue, 6th Floor, New York, New York,
16 pursuant to Notice, before Renate Reid, Registered Professional
17 Reporter and Notary Public of the State of New York.

18

19

20

21

22

23

24

25

1 A P P E A R A N C E S:

2

3

IQBAL LAW PLLC

Attorneys for Plaintiffs

4

101 Convention Center Drive, Suite 1175

Las Vegas, NV 89109

5

BY: MOHAMED A. IQBAL, Esq.

6

(702) 750-2950

mai@ilawlv.com

7

8

ROGERS MASTRANGELO CARVALHO & MITCHELL

9

Attorneys for ThyssenKrupp Elevator

700 South 3rd Street

10

Las Vegas, NV 89101

11

BY: REBECCA L. MASTRANGELO, Esq.

12

(702) 383-3400

rmastrangelo@rmcmlaw.com

13

14

GRANT & ASSOCIATES

15

Attorneys for Defendants Landry's, Inc.,

16

Golden Nugget, Inc., and Golden Nugget

Laughlin

17

7455 Arroyo Crossing Parkway, Suite 300

Las Vegas, NV 89113

18

BY: ALEXANDRA MCLEOD, Esq.

19

(702) 366-0622

alexandra.mcleod@aig.com

20

21

22

23

24

25

Chris Dutcher - 5/14/2018
Joe N. Brown, et al. vs. Landry's, Inc., et al.

1 VIDEOGRAPHER: Good morning. This is the
2 videographer speaking. My name is Kevin Marth,
3 here on behalf of Depo International. Today's
4 date is May 14, 2018, and the time is
5 10:07 a.m.
6 We are at 519 8th Avenue, in New York,
7 New York, to take the video deposition of
8 Mr. Chris Dutcher in the matter of Joe N.
9 Brown, et al., versus Landry's, Inc., et al.,
10 in the District Court for Clark County, Nevada.
11 At this time, would counsel please
12 identify themselves for the record.
13 MR. IQBAL: Hi. Mohamed Iqbal, on behalf
14 of the plaintiffs.
15 MS. MASTRANGELO: Rebecca Mastrangelo, for
16 ThyssenKrupp Elevator.
17 MS. MCLEOD: On the phone, Alexandra
18 Mcleod, from Grant & Associates, on behalf of
19 GNL, GNI, and Landry's.
20 VIDEOGRAPHER: Our court reporter today is
21 Ms. Renate Reid, who will now swear in the
22 witness, and you may proceed.
23 C H R I S D U T C H E R, called as a
24 witness, having been first duly sworn by the Notary
25 Public, was examined and testified as follows:

Page 3

1 EXAMINATION BY
2 MR. IQBAL:
3 Q. Sir, can you please state your name and
4 spell your last name for the record.
5 **A. My name is Christopher Michael Dutcher,**
6 **D-u-t-c-h-e-r.**
7 Q. Thank you, Mr. Dutcher.
8 I'm just going to go through a few
9 deposition preliminaries with you right now.
10 You just took an oath. It would be the
11 same oath that you would take in a -- in a court
12 of law and if you were sitting in front of a -- a
13 judge and a jury. And so you'd have the same
14 obligation to tell the truth.
15 Do you understand?
16 **A. Yes.**
17 Q. The court reporter is writing
18 everything down that we are going to say; and so
19 it's going to be helpful for her, and it will
20 probably make things go faster, if I wait for your
21 entire answer before asking the next question and
22 if you could wait for my full question before --
23 before answering, yourself.
24 Does that seem fair?
25 **A. Yes.**

Page 4

1 Q. Okay. And because -- well, we do have
2 the -- the video here, but because everything is
3 being written down, if we could get yes-or-no
4 answers, to the extent that they're applicable,
5 versus a head nod or -- or other kind of
6 expressions.
7 Does that seem fair?
8 **A. Yes.**
9 Q. Okay. Now, Alexandra is on the phone;
10 Rebecca is here in person. They may object. And
11 once they state the basis of the objection, the
12 objection itself, you can then go ahead and answer
13 the question. The only time you wouldn't answer
14 the question is if your counsel tells you
15 directly, don't answer that.
16 Does that seem fair, and is that clear?
17 **A. Yes.**
18 Q. Okay. If you don't understand a
19 question that I've asked you, perfectly
20 reasonable. Please ask me -- or tell me that you
21 don't understand or for me to repeat the question.
22 If you go ahead and answer a question, I'm going
23 to assume that you understood the question.
24 Does that seem fair?
25 **A. Yes.**

Page 5

1 Q. Okay. Now, is there any reason, as
2 you're sitting here today, that would prevent you
3 from telling truthful testimony? Are you on any
4 medication or have had any alcoholic drinks or
5 anything that would prevent you from testifying
6 truthfully here today?
7 **A. None that would prevent me.**
8 Q. Okay. Great.
9 And finally, if you would like a break --
10 it's perfectly fine -- at any time, just say, can
11 we take a break. The only thing that I would ask
12 is, if there is a question pending, then let's --
13 let's get an answer to that question, and then we
14 can take a break.
15 Does that seem fair?
16 **A. Yes.**
17 Q. Okay. Great.
18 Mr. Dutcher, who is your employer?
19 **A. ThyssenKrupp Elevator.**
20 Q. Okay. And when did you start working
21 for ThyssenKrupp?
22 **A. Initially --**
23 Q. Yes.
24 **A. -- or in Vegas?**
25 Q. Initially.

Page 6

1 **A. Initially, I started working for**
2 **ThyssenKrupp in September 5, 2003.**
3 Q. And before you started working with
4 ThyssenKrupp in 2003, did you get any
5 certification or any training or education in
6 working on escalators and elevators?
7 **A. In 2003 is when I first joined the**
8 **union, and that's when my training commenced --**
9 Q. Okay.
10 **A. -- as an apprentice.**
11 Q. Okay.
12 **A. So I have on-the-job training and**
13 **certification training from National Elevator**
14 **Program.**
15 Q. Okay. And so you joined Thyssen, and
16 your training started when you -- when you joined?
17 **A. The exact day.**
18 Q. Okay. Okay. How long did that
19 training take?
20 **A. Training was four years of schooling**
21 **and four years of on-the-job training.**
22 Q. Okay. And is that --
23 **A. I -- I used an additional year, as I**
24 **didn't pass the mechanics exam the first time.**
25 Q. Okay. Okay. So when did you -- when

Page 7

1 did you first take the mechanics exam?
2 **A. It would have been 2007.**
3 Q. Okay. And so between 2003 and 2007 --
4 (Interruption)
5 BY MR. IQBAL:
6 Q. Between 2003 and 2007, you had
7 on-the-job training, you said?
8 **A. Yes.**
9 Q. Can you explain that?
10 **A. Yes. I was working with a construction**
11 **mechanic that would explain how to work on the**
12 **elevators and escalators, and we'd learn from them**
13 **while we were on the job.**
14 Q. Okay. And you -- you passed the
15 mechanic's exam in 2007, correct?
16 **A. 2008.**
17 Q. 2008.
18 And from 2008 until today, what
19 percentage of your work is associated with
20 escalators and what percentage is associated with
21 elevators?
22 **A. 80% escalators and 20% elevators.**
23 Q. Is that typical for mechanics, or do
24 you have a specialization in escalators?
25 **A. I have a specialization in escalators.**

Page 8

1 Q. Okay. Okay. And am I correct to
2 assume that most of the -- the moving machines are
3 elevators versus escalators?
4 **A. Mostly.**
5 Q. Okay. And when you started working for
6 Thyssen in 2003, what location was that?
7 **A. It was Los Angeles.**
8 Q. And your four years of training between
9 '03 and '07, was that also in Los Angeles?
10 **A. There were three years in Los Angeles**
11 **that were construction and modernization. I moved**
12 **to Vegas in 2006, and I worked for KONE Elevator**
13 **and was trained in escalators and moving walkways.**
14 Q. Okay. So from '03 to '06, you worked
15 for Thyssen --
16 **A. Yes.**
17 Q. -- in -- in L.A.?
18 **A. In L.A.**
19 Q. Okay. And then you moved to Las Vegas,
20 and you worked for KONE?
21 **A. KONE, at McCarran Airport.**
22 Q. Got it.
23 And were you with KONE when you passed
24 the mechanic's exam in 2008?
25 **A. Yes.**

Page 9

1 Q. Okay. And when you were with KONE
2 between '06 and '08, was that exclusively at
3 McCarran Airport?
4 **A. Yes.**
5 Q. Okay. And how long did you stay with
6 KONE?
7 **A. I'd say two years and a few months.**
8 Q. Okay. And so in 2010, did you go back
9 to Thyssen?
10 **A. Yes.**
11 Q. Okay. And with Thyssen, in 2010, what
12 was the first location you were assigned to?
13 **A. Laughlin, Nevada.**
14 Q. And how long did you work in Laughlin?
15 **A. Up until right before Presidents' Day**
16 **weekend.**
17 Q. Presidents' Day weekend of --
18 **A. This year.**
19 Q. -- of 2018?
20 **A. So -- yes. So I worked from 2010, of**
21 **June, until this year.**
22 Q. And during the approximately eight-year
23 stretch in Laughlin, what -- what customer
24 locations did you work at?
25 **A. I worked at the -- you're talking about**

Page 10

1 the casinos, hotels?
2 Q. Yes.
3 **A. Riverside Resort --**
4 Q. Okay.
5 **A. -- Edgewater --**
6 Q. Okay.
7 **A. -- Colorado Belle --**
8 Q. Okay.
9 **A. -- Golden Nugget, Pioneer, the mall,**
10 **Tropicana Express, River Palms, and the Avi.**
11 Q. Okay. And so from Laughlin, then, this
12 Presidents' Day weekend you were reassigned to New
13 York City, or did you request a move?
14 **A. I requested to be moved.**
15 Q. Okay. Any particular reason?
16 **A. My wife was born and raised in Long**
17 **Island, so we moved closer to her family --**
18 Q. Okay.
19 **A. -- and the heat was getting to me.**
20 Q. Got you. Understood.
21 And so is it fair to say, between June of
22 2010 and February of 2018, the Golden Nugget
23 Laughlin was part of your geographical area?
24 **A. Yes.**
25 Q. Okay.

Page 11

1 **A. The escalators, specifically.**
2 Q. Got it.
3 Were you assigned to the elevators at
4 Golden Nugget Laughlin?
5 **A. I was for a time; but when I first came**
6 **to Laughlin, I was assigned all the escalators.**
7 Q. Okay. Okay. And the assignment to the
8 elevators was only a portion of these eight years,
9 correct?
10 **A. Yes.**
11 Q. And then --
12 **A. It was after two years -- after I was**
13 **there for about two years --**
14 Q. Okay.
15 **A. -- I was assigned elevators.**
16 Q. Okay. And -- and so around 2012, you
17 were assigned to the elevators; and were you
18 assigned to those elevators from 2012 until 2018?
19 **A. Um-hum.**
20 Q. Is that a yes?
21 **A. Yes.**
22 Q. Thank you.
23 What's your current work e-mail address
24 with ThyssenKrupp?
25 **A. Christopher.Dutcher@tkelevator.net.**

Page 12

1 Q. And what date did you start using that
2 specific work e-mail address?
3 **A. I don't know the exact date.**
4 Q. Is it fair to presume that it would
5 have been in 2010, when you were hired?
6 **A. At that time, we didn't have**
7 **smartphones, so it was difficult to be on an**
8 **e-mail server.**
9 Q. Okay. Do you recall when you got a
10 smartphone from Thyssen?
11 **A. I don't recall the exact date.**
12 Q. Okay. A rough estimation.
13 Was it a couple of years after you -- you
14 joined --
15 **A. Yes.**
16 Q. -- back -- you joined back --
17 **A. It was one to two years after.**
18 Q. Okay. And so roughly around 2011 or
19 2012, you received a smartphone from ThyssenKrupp?
20 **A. Yes.**
21 Q. And that was a work phone?
22 **A. Yes.**
23 Q. And you were assigned that e-mail
24 address at that time?
25 **A. Yes.**

Page 13

1 Q. So for approximately one to two years
2 after you joined, you didn't have an e-mail
3 address?
4 **A. I don't believe so.**
5 Q. Okay. Outside of this
6 Christopher.Dutcher@tke.net -- outside of this
7 address, have you used any other work e-mail
8 addresses with ThyssenKrupp?
9 **A. No.**
10 Q. Who is your current supervisor?
11 **A. Current supervisor?**
12 Q. Yes.
13 **A. Ted Mazola.**
14 Q. Can you spell the last name?
15 **A. I'll have to look at my phone.**
16 Q. No problem. No problem. That's --
17 that's okay. That's okay.
18 Who -- who was your supervisor when you
19 were assigned to Laughlin between 2010 and 2018?
20 **A. I believe it was Scott Olsen at the**
21 **time, but we went through a few supervisors during**
22 **that period.**
23 Q. So for most of this eight-year period
24 when you were assigned to Laughlin, your direct
25 supervisor was Scott Olsen, yes?

Page 14

1 **A. Most of it.**
2 Q. That's -- that's correct?
3 **A. Yes.**
4 Q. Okay. Do you recall the names of other
5 supervisors, before Scott?
6 **A. Jim MacDavid.**
7 Q. Okay. And then?
8 **A. Paul Hamrick.**
9 Q. Anyone else?
10 **A. That's it.**
11 Q. Okay. So did you just have one
12 supervisor at any one time?
13 **A. It was mostly Scott Olsen for the eight**
14 **years, but there were periods of one -- one year**
15 **it was Jim MacDavid, and another year it was Paul**
16 **Hamrick.**
17 Q. Okay. Was -- has Scott been with
18 Thyssen that entire eight-year stretch?
19 **A. Yes.**
20 Q. Okay. Is he still currently employed
21 by Thyssen?
22 **A. Yes.**
23 Q. Okay. Do you still keep in touch with
24 the -- the folks you worked with in Laughlin?
25 **A. Once in a while.**

Page 15

1 Q. Okay. And Scott, Jim, and Paul, what
2 was their geographic location?
3 **A. Where they worked or where they -- what**
4 **office they're out of?**
5 Q. Yes.
6 **A. They're out of the Las Vegas office.**
7 Q. Okay. And they were -- they were
8 located in the Las Vegas office, but they had
9 responsibility for the Laughlin area?
10 **A. Yes.**
11 Q. Okay. Did they have responsibility for
12 any other areas outside of Las Vegas and Laughlin?
13 **A. I'm unsure which ones.**
14 Q. Okay. Okay. And so when you joined
15 Thyssen in June of 2010 again, you started
16 performing work at the Laughlin Nugget?
17 **A. Yes.**
18 Q. Okay. And at that time you were a
19 ThyssenKrupp employee, correct?
20 **A. Yes.**
21 Q. Okay. Now, what did your work at the
22 Laughlin Nugget entail?
23 **A. You mean during the whole time or --**
24 Q. When you started?
25 **A. When I started, it was service, mostly.**

Page 16

1 Q. Service.
2 Now, when you say "service," does that
3 include inspections, repair, and cleaning of the
4 escalators?
5 **A. I would do all the above.**
6 Q. Okay. Anything else, outside of those
7 three?
8 **A. I think that's the brunt of it.**
9 Q. Okay. Okay. So maintaining the
10 escalators, cleaning the escalators if necessary,
11 repairing them if necessary, and also inspecting
12 the escalators?
13 **A. Yes.**
14 Q. Would that -- is it fair to say that
15 those four things that I mentioned are within the
16 scope of service?
17 **A. They're in different fields.**
18 Q. Okay.
19 **A. Service and maintenance are the same.**
20 Q. Okay.
21 **A. Repair is in a different spectrum.**
22 Q. Okay. And so when you started working
23 in 2010, it was service and maintenance?
24 **A. Service and maintenance.**
25 Q. Okay.

Page 17

1 **A. And if a repair was necessary, they**
2 **put -- they had me do that as well. Usually**
3 **another mechanic, though --**
4 Q. Okay.
5 **A. -- to assist.**
6 Q. So when you started, it was service and
7 maintenance.
8 And you just testified that if a repair
9 was necessary, then you would do that as well, but
10 you would get assistance from another mechanic?
11 **A. Yes.**
12 Q. Okay. Was that company policy, that if
13 a repair was happening, that more than one
14 mechanic needed to be present?
15 **A. Mechanic or an apprentice. And it's**
16 **also union policy.**
17 Q. Okay. So at least two folks?
18 **A. Yes.**
19 Q. For repair?
20 **A. For a repair.**
21 Q. Okay. But service and maintenance, it
22 could be one person?
23 **A. Yes, sir.**
24 Q. Okay. And that's Thyssen policy and
25 union policy?

Page 18

1 **A. And union policy.**
2 Q. Okay. And so your -- your work
3 included inspect -- inspecting and servicing the
4 escalators at Laughlin Nugget, correct?
5 **A. Yes.**
6 Q. And so you're familiar with the down
7 escalator and the up escalator at Laughlin Nugget,
8 correct?
9 **A. Yes.**
10 Q. Okay. During this time between 2010
11 and 2018, did anyone else's work include
12 inspecting the escalators there?
13 **A. For the inspections?**
14 Q. Yes.
15 **A. There were probably a couple, at least**
16 **one or two people --**
17 Q. Okay.
18 **A. -- mechanics, besides myself, that**
19 **would inspect it --**
20 Q. Okay.
21 **A. -- if I was on vacation or tied up.**
22 Q. Got it. Got it.
23 So, to be clear, that eight-year period,
24 you weren't the only mechanic for Thyssen assigned
25 to the Laughlin area, correct?

Page 19

1 **A. There were other mechanics.**
2 Q. Okay. So during your time, can you --
3 can you tell us who the other mechanics were?
4 **A. That worked on various routes or --**
5 Q. In Laughlin.
6 **A. It was -- when I first went down there,**
7 **it was Keith Ritterhouse --**
8 Q. Okay.
9 **A. -- Kenneth Carr.**
10 Q. Okay.
11 **A. Also Jim Moran and Jason Thompson.**
12 Q. Now, Keith, Kenneth, Jim, and Jason,
13 four other mechanics that you mentioned, did --
14 were any of those four assigned specifically to
15 the Laughlin Nugget?
16 **A. To the elevators.**
17 Q. To the elevators. Okay.
18 As you sit here today, can you recall
19 anyone else who was assigned to the escalators at
20 Laughlin Nugget?
21 **A. Just myself, during that period.**
22 Q. Okay. And when we say "that period,"
23 we're talking about 2010 to 2018, correct?
24 **A. Yes.**
25 Q. Okay. So you were the -- you were the

Page 20

1 guy with respect to the down escalator and the up
2 escalator at Laughlin Nugget for those
3 approximately eight years?
4 **A. Yes.**
5 Q. Okay. Now, when you would do
6 inspections or service and maintenance, or even
7 repairs of the Laughlin Nugget escalators, did you
8 take any notes or photographs or make any drawings
9 as part of your work?
10 **A. Usually no drawings.**
11 Q. Okay.
12 **A. Sometimes a photograph, but they're**
13 **probably lost at this point. And for writing down**
14 **my time, I write it in the -- in the phone, what**
15 **we could, because it would only give you a little**
16 **bit of information that you could write in there,**
17 **about three sentences.**
18 Q. Okay. And into your phone?
19 **A. Into the -- the phone which was for our**
20 **time --**
21 Q. Got it.
22 **A. -- or a PDA.**
23 Q. Okay. So you used your -- your
24 smartphone to -- to log your time in.
25 Was there a specific program on the

Page 21

1 smartphone that allowed you to log your time in?
2 **A. Yes.**
3 Q. What's the name of that program?
4 **A. It's TK Smart.**
5 Q. Does TK Smart allow for any additional
6 information gathering, beyond just when you
7 started and when you ended?
8 **A. Yes, about two sentences long.**
9 Q. Okay. And what were those -- what was
10 that space for?
11 **A. If we wanted to add a description for**
12 **additional information.**
13 Q. Any notes or anything that you wanted
14 to -- to record, you would put into TK Smart?
15 **A. Yes, if we had time.**
16 Q. Okay. What do you mean, if we have
17 time?
18 **A. If I was too busy with a lot of calls,**
19 **I would just write "Preventative Maintenance" and**
20 **move on.**
21 Q. Okay. And if you had time, would you
22 then go into further detail?
23 **A. Sometimes.**
24 Q. Okay. What -- what factors would you
25 consider that made you either write more detail or

Page 22

1 write less?
2 **A. If there was more hours on the job,**
3 **that I spent more than two hours, I'd write a**
4 **little bit more so my supervisor could allot for**
5 **what I was doing.**
6 Q. Okay. Okay. And so, typically, taking
7 your testimony just now, if it was a shorter visit
8 or inspection or maintenance, then you wouldn't
9 provide as much detail?
10 **A. Yes.**
11 Q. Okay. And you -- you just mentioned
12 your supervisor.
13 Were your notes reviewed -- your notes on
14 TK Smart -- were your notes reviewed by your
15 supervisor from time to time?
16 **A. I'm not sure.**
17 Q. Okay. Have you ever gotten feedback on
18 the notes that you put into the TK Smart system?
19 **A. Not known.**
20 Q. Okay. And you mentioned that you got
21 the smartphone a year or two into your Thyssen
22 work -- work experience starting in 2010.
23 How did you take notes before that time?
24 **A. When I first was down there in 2010, we**
25 **had a PDA, which was not technically advanced. I**
Page 23

1 **don't even remember how to use the thing. Then we**
2 **got a new -- within a year and a half to two**
3 **years, we got a new device, which -- I don't**
4 **remember what it's called. We would have TK Smart**
5 **program in there, which did e-mail and**
6 **information.**
7 Q. Okay. The -- the PDA that you
8 initially got, did that also have TK Smart on
9 there?
10 **A. I don't remember.**
11 Q. Okay. But did it have note-taking
12 ability?
13 **A. Possibly.**
14 Q. Okay. And you mentioned that sometimes
15 you would take photos, but then they -- they are
16 probably lost now.
17 What do you mean by that?
18 **A. It would be photos with my own camera,**
19 **and it was years ago.**
20 Q. Okay. Okay. Now, when -- when you
21 decided to take photos with your own camera, what
22 factors would make you do that?
23 **A. If we needed information off of the**
24 **gearbox, some information for the parts that we**
25 **needed.**
Page 24

1 Q. Okay.
2 **A. That would be about it.**
3 Q. Okay. And your habit, from time to
4 time, of taking photographs, was that from 2010 to
5 2018?
6 **A. Yes.**
7 Q. Okay. And did you save those
8 photographs?
9 **A. No.**
10 Q. Okay. How long would they stay on your
11 personal phone?
12 **A. They would stay on there until I found**
13 **the company that made the part and ordered it --**
14 Q. Okay.
15 **A. -- and delete it right away.**
16 Q. Okay. And your work smartphone didn't
17 have the capacity to take photographs?
18 **A. It did, but the photos were terrible,**
19 **so we didn't use them.**
20 Q. Got it. Okay.
21 Now -- so you took photos from time to
22 time on your personal phone; and then, aside from
23 that, you took notes for longer jobs on your TK
24 Smart program, correct?
25 **A. Yes.**
Page 25

1 Q. Is that -- is that a fair general
2 statement of your note taking and photograph
3 taking?
4 **A. Yes.**
5 Q. Okay. Do you know if your notes on
6 TK Smart are preserved forever or deleted at some
7 point?
8 **A. I'm not sure of the exact extent.**
9 Q. Okay. On your smart device, your
10 smartphone that you received from Thyssen, can you
11 pull back your -- your notes from 2014, 2015? Can
12 you search in TK Smart notes from -- taken from
13 several years ago?
14 **A. I can search, but I can only search**
15 **back in the current year.**
16 Q. In the current year?
17 **A. Or within a year.**
18 Q. Okay. And why can't you search back
19 more than a current -- the current year?
20 **A. I have no idea.**
21 Q. Okay. Is that company policy?
22 **A. It must be.**
23 Q. Okay.
24 **A. I have never questioned it.**
25 Q. Okay. If you need to find your notes
Page 26

1 from a few years back, what do you do?
2 **A. Sometimes you can refer to the**
3 **machine-room logs.**
4 Q. Machine room logs. Okay.
5 And where are those located?
6 **A. They're usually near the escalators.**
7 Q. Got it.
8 So at the different casinos, there are
9 machine rooms, and there are logs at those machine
10 rooms? Is that fair to say?
11 **A. Usually.**
12 Q. Okay. How about the Golden Nugget
13 Laughlin?
14 **A. I know there were some there when I**
15 **left.**
16 Q. Okay. Okay. So if you have to search
17 for your notes before the -- the current calendar
18 year, one place that you can go is the
19 machine-room logs, yes?
20 **A. Yes.**
21 Q. Okay. Any other place that you can go?
22 **A. No.**
23 Q. Okay. And -- and just to be clear,
24 after that year, do your notes disappear, or are
25 they just inaccessible to you?

Page 27

1 **A. You mean on the device?**
2 Q. Yes.
3 **A. Inaccessible.**
4 Q. Inaccessible.
5 **A. And, usually, I don't refer back to it.**
6 Q. Okay. Okay. Besides the smartphone
7 device that you have, do you have a company
8 laptop?
9 **A. Not anymore.**
10 Q. Okay. So you did have a company
11 laptop?
12 **A. So I did, but no notes were put in**
13 **there.**
14 Q. Okay. What period of time did you have
15 the company laptop?
16 **A. 2010 to a week before Presidents' Day**
17 **weekend, this year.**
18 Q. Okay. So, basically, the entire time
19 you were at Laughlin, you had the company laptop?
20 **A. Yes.**
21 Q. Is that a yes?
22 **A. Yes.**
23 Q. Okay. What did you use your company
24 laptop for?
25 **A. For troubleshooting elevators.**

Page 28

1 Q. And troubleshooting escalators, or just
2 elevators?
3 **A. Just elevators.**
4 Q. Okay. And so you would use the laptop
5 to do searches and to -- to find out different
6 information?
7 **A. You could plug it into certain --**
8 **certain elevators to find the fault codes or**
9 **issues with the unit.**
10 Q. Okay.
11 **A. But certain elevators weren't too old**
12 **to use that technology.**
13 Q. Got it.
14 So your laptop was specifically for
15 elevators?
16 **A. Yes.**
17 Q. So if you were on a job at Godden
18 Nugget Laughlin, dealing with the escalators,
19 would you take your laptop along?
20 **A. No.**
21 Q. Okay. You would take your smartphone?
22 **A. Yes.**
23 Q. Okay. And you would put notes on there
24 if it was a significant enough visit, correct?
25 **A. Yes.**

Page 29

1 Q. Okay. So what -- what did -- aside
2 from the -- the TK Smart program on your phone,
3 what did you do to make sure you didn't forget
4 what you saw during an inspection or service?
5 **A. I just remember it in my head or take**
6 **care of it as necessary.**
7 Q. Okay. Now, you -- you mentioned that
8 you were the only one assigned over the eight
9 years to the escalators.
10 To your knowledge, did anybody else take
11 any notes or photographs or make any drawings as
12 part of inspecting the escalators for
13 ThyssenKrupp?
14 **A. No.**
15 Q. Okay. I just -- I want to ask a
16 process question; but before I get to that, you
17 used your smart device to send e-mails to
18 supervisors?
19 **A. Yes.**
20 Q. Okay. Would you send e-mails to your
21 supervisors regarding the Laughlin escalators?
22 **A. From time to time.**
23 Q. Okay. Okay. And is it possible for
24 you to search your e-mail sent box and inbox back
25 five, six years?

Page 30

1 **A. Not currently.**
2 Q. Why not?
3 **A. I'm not sure. I've gotten several new**
4 **devices with the same e-mail, but it -- all that**
5 **information doesn't come onto the smartphone after**
6 **you relogged in.**
7 Q. Okay. Okay. So did you receive a new
8 device when you came to New York?
9 **A. Yes.**
10 Q. Okay. Do you know where your -- first,
11 let me ask this: How many -- how many smartphones
12 have you had with Thyssen since 2011 or 2012,
13 whenever you first got the smartphone?
14 **A. Oh, I've had -- this is my second**
15 **iPhone, smartphone.**
16 Q. Okay.
17 **A. And the device we used to do our time**
18 **on was called the CN50, which sent e-mails. That**
19 **was the other smart device that I had.**
20 Q. Okay. So when you say this is your
21 second iPhone that you've had, you had a --
22 previously, you had an iPhone?
23 **A. Previously had one, in Las Vegas.**
24 Q. Okay. And when you say "Las Vegas" --
25 **A. I mean Laughlin.**

Page 31

1 Q. You mean Laughlin.
2 And your -- your first iPhone before
3 that -- you had a CN50?
4 **A. Before that, I had a CN50.**
5 Q. Okay. And so your -- your first iPhone
6 was exclusively Laughlin, correct?
7 **A. Yes.**
8 Q. Okay. And that iPhone -- how many
9 years, just roughly, did you have that iPhone?
10 **A. I think, three, if I --**
11 Q. Okay.
12 **A. -- recall.**
13 Q. And when you had that iPhone, you could
14 search your inbox and your sent box of e-mails,
15 correct?
16 **A. Yes.**
17 Q. Okay. Did you ever delete e-mails that
18 you either received or sent?
19 **A. Maybe some that I received. But they**
20 **were not necessary to Laughlin.**
21 Q. Okay.
22 **A. That was just general information.**
23 Q. Got it.
24 Is it fair to say that if you received an
25 e-mail from a supervisor or from anyone regarding

Page 32

1 the up or down escalators at Laughlin, that you
2 wouldn't delete them?
3 **A. Yes.**
4 Q. Okay. And did you maintain that same
5 policy with the CN50?
6 **A. Yes.**
7 Q. Okay. Do you know where your --
8 your -- your Laughlin iPhone is today?
9 **A. Not currently. But I know I gave the**
10 **devices to Scott Olsen --**
11 Q. Okay.
12 **A. -- before I left.**
13 Q. And so, with your current device, the
14 second iPhone that you received when you came to
15 New York, you are incapable of reviewing any
16 e-mails prior to February 2018; is that correct?
17 **A. Yes.**
18 Q. Yes?
19 **A. Yes.**
20 Q. Okay. So if I asked you now, if we
21 were sitting going through your -- your e-mails,
22 you wouldn't have any from Laughlin, correct?
23 **A. Not on my device.**
24 Q. Okay. Where else would your e-mails be
25 accessible?

Page 33

1 **A. What's that?**
2 Q. Where -- where else, besides the -- the
3 two iPhones, and before that the CN50 -- where
4 else would your e-mails be accessible?
5 **A. Possibly in the Cloud.**
6 Q. In the Cloud?
7 **A. ThyssenKrupp's information center,**
8 **possibly.**
9 Q. Got it. Got it.
10 **A. But I don't know anything about that,**
11 **really.**
12 Q. Understood. Understood.
13 Are you aware of any company policies
14 regarding preserving e-mails or deleting e-mails?
15 **A. No.**
16 Q. Okay. All right. So what -- if there
17 were any repairs or maintenance that you felt
18 needed to be performed at the Laughlin Nugget, who
19 had the authority to okay the work?
20 **A. My supervisor.**
21 Q. Okay. So Scott Olsen, and before that
22 Jim, and before that --
23 **A. Yes, but if it was something that the**
24 **building needed to pay for, it would be on them.**
25 Q. Okay.

Page 34

<p>1 A. You'd have to wait on their 2 authorization. 3 Q. Got it. 4 So if it was something that the 5 customer -- the casino had to pay for, did you 6 need two authorizations, then? Did you need one 7 from Scott and then one from the casino operator? 8 A. I'm sure it would go through the sales 9 department, so I'm not sure how all that works. 10 Q. Okay. Okay. But if it was something 11 that Thyssen was going to just do because it 12 wasn't something that the customer had to pay for, 13 the only authorization that you would need then is 14 from your supervisor? 15 A. Yes. 16 Q. Okay. And when it was something that 17 Thyssen was responsible for, were there any limits 18 to Scott's authority in terms of the type of work 19 or the dollar value of the work that he could 20 authorize? 21 A. I'm not sure of the contract. 22 Q. Okay. Okay. So were you clear on -- 23 when you worked on the Laughlin escalators, were 24 you clear on what Thyssen was responsible for and 25 what the casino had to approve?</p> <p>Page 35</p>	<p>1 A. Not for maintenance. 2 Q. Okay. All right. So if there was a 3 repair that was needed, would you first alert 4 Scott, or would you alert the -- the casino owner? 5 A. It depended on the repair. 6 Q. Okay. Can you -- can you discuss that 7 further? 8 A. Yeah. If it needed -- if the gear box 9 needed to be changed or we needed to change oil or 10 motor bearings, I would call my supervisor or the 11 repair supervisor, and I would -- I'd get it 12 okayed through them and then schedule it with the 13 building. 14 Q. Okay. And other repairs, you would 15 directly deal with the Nugget? 16 A. Other repairs that were a huge expense, 17 I would have to deal with my salesman and have him 18 deal with the Nugget. 19 Q. Got it. Okay. 20 A. So I would deal with Larry Panaro, is 21 his name. 22 Q. Got it. 23 So if it was a smaller repair, it would 24 go through Scott; and if it was a larger repair, 25 it would have to go through sales and Larry?</p> <p>Page 37</p>
<p>1 A. Not entirely. 2 Q. Okay. What was your understanding? 3 A. My understanding were, maintenance 4 items were covered; but other than that, like, if 5 they needed to replace steps or step chain, that 6 would be on the building, because it's a huge 7 expense. 8 Q. Okay. So your understanding was, 9 anything that involved maintenance, you would get 10 Scott's approval and then you would go ahead and 11 do the maintenance? 12 A. Yes. 13 Q. Okay. How would you seek his approval? 14 Would it be a phone call, an e-mail, a text 15 message? How would you communicate? 16 A. A phone call. 17 Q. A phone call. Okay. 18 Do you ever send him e-mails requesting 19 authorization, or was it always by phone? 20 A. Always by phone -- 21 Q. Okay. 22 A. -- because it's quicker. 23 Q. Okay. Outside of your phone calls to 24 Scott, was there any other record of the requests 25 that you made to Scott to authorize maintenance?</p> <p>Page 36</p>	<p>1 A. Yes. 2 Q. Okay. Was was there a dollar figure 3 separating the -- the lower-cost stuff that went 4 through Scott and the higher-cost stuff that went 5 through Larry? 6 A. Not an exact dollar amount. 7 Q. Okay. You just kind of knew? 8 A. Yes. 9 Q. Okay. Just roughly, was it \$5,000, was 10 it \$10,000, when things got kicked up to Larry? 11 MS. MASTRANGELO: Calls for speculation. 12 You can answer. 13 A. I don't know -- there wasn't a dollar 14 amount in my -- in my head. 15 BY MR. IQBAL: 16 Q. Okay. Okay. You just intuitively 17 knew, when you were looking at a repair, okay, I 18 need to talk to Scott about this, or this needs to 19 go through Larry and sales, correct? 20 A. Yes. 21 Q. Okay. Is that a yes? 22 A. Yes. 23 Q. Okay. So work -- repair work that went 24 through Scott, was there documentation of that? 25 A. I'm sure it's documented somewhere.</p> <p>Page 38</p>

1 Q. Okay. Okay. But you're -- you're --
2 you're not exactly clear of -- of what kind of
3 written documentation there would be with Scott
4 and Thyssen?
5 **A. I'm not privy to that knowledge.**
6 Q. Okay. Okay. And work that went
7 through sales and Larry Panaro, would that require
8 a written work order?
9 **A. I'm sure it required a written work**
10 **order as well as a -- as an agreement that the**
11 **customer would sign on --**
12 Q. Okay.
13 **A. -- which is normally how business is**
14 **done.**
15 Q. Okay. So stuff that went through
16 Scott, did that also require a work order?
17 **A. We're talking about, like, a work order**
18 **that's written, or are we talking about something**
19 **on my device?**
20 Q. Some -- something that's on your
21 device.
22 **A. On my device, I wouldn't need a work --**
23 **I'd get it on my phone for maintenance every**
24 **month.**
25 Q. Okay.

Page 39

1 **A. And if the customer called and**
2 **complained about something, it would come on the**
3 **device as well.**
4 Q. Okay.
5 **A. But I usually wouldn't need approval**
6 **for that.**
7 Q. Because it was a -- a smaller job?
8 **A. Yes.**
9 Q. Okay. But anything that was a -- a
10 repair would have to go through Larry and then
11 would be evidenced by a work order?
12 **A. Yes.**
13 Q. Okay. Did you prepare work orders?
14 **A. What do you mean?**
15 Q. Did you -- when a repair was necessary
16 at Nugget Laughlin and it was substantial enough
17 that it had to go through the sales department and
18 Larry, if the customer approved it, then a work
19 order would be generated, correct?
20 **A. Yes.**
21 Q. Okay. Did you generate the work order?
22 **A. No. It would be through the office.**
23 Q. Through the office.
24 And when you say "the office," you mean
25 Larry's office or Scott's office?

Page 40

1 **A. Someone at ThyssenKrupp Las Vegas --**
2 Q. Okay.
3 **A. -- would generate a repair ticket.**
4 Q. A repair ticket. Okay.
5 Was a repair ticket generated for every
6 repair or only certain-size repairs and up?
7 **A. Only certain-size repairs and up.**
8 Q. Okay. Roughly, what size repair
9 resulted in a ticket?
10 **A. Probably anything -- just depended on**
11 **the job. But, say, a gearbox; that was --**
12 **generated a ticket, because that was in excess of**
13 **\$5,000, probably.**
14 Q. Okay. Okay. So, in your mind, just as
15 an approximation -- we're not going to -- you're
16 not a robot and we're not asking for any specifics
17 here -- but in your mind, approximately, if
18 something was \$5,000 or more, like a gearbox or
19 any repair more complicated than that, that would
20 result in a repair ticket?
21 **A. Yes.**
22 Q. Okay. And any repair below that, or
23 any maintenance below that, did not result in a
24 repair ticket?
25 **A. Yes.**

Page 41

1 Q. Okay. So for anything below that,
2 the -- the evidence would be in your TK Smart
3 notes and your e-mails back and forth with your
4 supervisor, correct?
5 **A. Can you --**
6 Q. Yeah.
7 **A. -- say it again.**
8 Q. Yeah.
9 So anything below a repair ticket, any
10 repair or any maintenance below the threshold of
11 generating a repair ticket, the evidence of that
12 would be on your TK Smart program?
13 **A. Mainly.**
14 Q. Mainly.
15 And where else would it be located?
16 **A. It would be at sometimes where I would**
17 **visit the job sporadically and observe the**
18 **escalators. Let's say, twice a week I'd go get a**
19 **coffee down at Starbucks, which was at the bottom**
20 **of the lower level of the escalators. And I'd**
21 **visually inspect the units from the outside for a**
22 **safety standpoint.**
23 Q. Okay. And --
24 **A. But it wouldn't be marked in time,**
25 **because it was just getting a coffee.**

Page 42

1 Q. Got it. Got it.
2 And that -- that kind of inspection
3 and any -- any maintenance wouldn't necessarily
4 result in a repair ticket?
5 **A. No, not at all.**
6 Q. Okay. All right. So do you know
7 who -- who generates the repair tickets?
8 **A. Not currently.**
9 Q. Okay. When you worked at Laughlin,
10 who -- who generated the repair tickets?
11 **A. I believe it was the repair supervisor.**
12 **He would request it, but I don't know who he**
13 **requested it from.**
14 Q. Okay. And during your time at Laughlin
15 Nugget, who was the repair supervisor?
16 **A. Paul Hamrick.**
17 Q. Was Paul there the entire eight years?
18 **A. No.**
19 Q. Okay. So Paul was both your supervisor
20 and also the repair supervisor?
21 **A. He changed positions a few times.**
22 Q. Okay. Okay. And was Scott Olsen a
23 repair supervisor?
24 **A. No. Just service.**
25 Q. Just service. Okay.

Page 43

1 And so ThyssenKrupp's Las Vegas office
2 was -- was not involved when it was in Las Vegas,
3 correct?
4 **A. Yes.**
5 Q. Okay. Did that office have Paul and
6 Scott and Jim located there?
7 **A. Yes.**
8 Q. Okay. Did it also have Larry Panaro?
9 **A. Yes, it did.**
10 Q. Okay. And Larry was on the sales side?
11 **A. Yes.**
12 Q. Okay. And was Larry there the entire
13 eight years that you were assigned to Laughlin?
14 **A. Not the entire.**
15 Q. Okay. Is Larry currently there?
16 **A. No, I don't believe so.**
17 Q. Okay. What portion of the eight years
18 was Larry at -- assigned to -- to the -- the sales
19 department at Las Vegas?
20 **A. From when -- when I arrived in 2010 to**
21 **at least 2016.**
22 Q. Okay. Who replaced Larry?
23 **A. Jason Dobson is the current salesman**
24 **for Laughlin.**
25 Q. And so, at any given time, there was

Page 44

1 only one sales person for -- assigned to Laughlin?
2 **A. I'm not sure.**
3 Q. Okay.
4 **A. That's who I mainly dealt with, though.**
5 Q. Got it.
6 And when you say "mainly," do you recall
7 dealing with anybody else besides Larry or Jason?
8 **A. Not at that time. I may have dealt**
9 **with somebody else, if they were on vacation.**
10 Q. Okay.
11 **A. But it was mainly them.**
12 Q. Okay. Now, the repair tickets that
13 were generated -- and let's go with Paul Hamrick,
14 because he was the repair supervisor.
15 **A. Sure.**
16 Q. So a repair ticket would be generated.
17 And would that be in physical form?
18 **A. It would be on the device.**
19 Q. It would be on the device. Okay.
20 So you would receive the repair ticket on
21 your device?
22 **A. Yes, usually.**
23 Q. Okay. Usually.
24 What other form would you receive it?
25 **A. It would only be on the device, but**

Page 45

1 **sometimes we -- yes, it was on the device.**
2 Q. Okay. Sometimes you --
3 **A. Sometimes they wouldn't send a repair**
4 **ticket, and we have to manually enter the time.**
5 Q. Got it.
6 You'd have to generate the repair ticket
7 yourself on your -- on your --
8 **A. We'd enter it --**
9 Q. So if you didn't get a repair ticket,
10 would you manually generate a repair ticket on
11 your device?
12 **A. It wouldn't be called -- it wasn't**
13 **called a -- a repair ticket on the device. We'd**
14 **have to generate a manual ticket, is what it would**
15 **be called.**
16 Q. Got it.
17 **A. And we'd write it -- write it up as no**
18 **repair. The office may have fixed it later. I**
19 **don't know.**
20 Q. Got it.
21 And a -- the repair tickets that you
22 received on your -- your smartphone, did you ever
23 delete them?
24 **A. Well, the tickets, we would -- we would**
25 **put our time and information in there, and it**

Page 46

<p>1 was -- it would get sent to the office.</p> <p>2 Q. Okay. So, then, they were no longer</p> <p>3 accessible on your phone?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So the repair tickets were only</p> <p>6 for the smaller jobs?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And then, for larger repairs,</p> <p>9 what was the process?</p> <p>10 A. It'd be a repair ticket as well, but</p> <p>11 we'd have to get a customer signature.</p> <p>12 Q. Okay. And would the customer sign on</p> <p>13 your smartphone?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. So this was also on -- a</p> <p>16 capacity of the TK Smart system?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. So with a larger repair, Larry</p> <p>19 and Jason would be involved, from the sales</p> <p>20 department, correct?</p> <p>21 A. Yes.</p> <p>22 Q. And presumably, they would -- in your</p> <p>23 personal knowledge, they would get the customer's</p> <p>24 approval?</p> <p>25 A. Yes.</p> <p>Page 47</p>	<p>1 Q. -- for a larger job, would a work order</p> <p>2 then be generated?</p> <p>3 A. Say, if the customer signed something</p> <p>4 from me or signed it from the sales side?</p> <p>5 Q. Signed it from the sales side.</p> <p>6 A. It would be generated to us.</p> <p>7 Q. Okay. So you would also receive the</p> <p>8 work order?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. So for a large job, you would</p> <p>11 have a repair ticket, and you would have a work</p> <p>12 order?</p> <p>13 A. Just a repair ticket.</p> <p>14 Q. Just a repair ticket. Okay.</p> <p>15 But then you would also see the work</p> <p>16 order regarding a larger job?</p> <p>17 A. I wouldn't see it personally.</p> <p>18 Q. Okay.</p> <p>19 A. We would just be told what needed to be</p> <p>20 done.</p> <p>21 Q. Got it.</p> <p>22 So work orders, not your department, not</p> <p>23 your scope; they were with Larry and Jason?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Could you access work orders on</p> <p>Page 49</p>
<p>1 Q. Okay. Did you ever directly seek the</p> <p>2 customer's approval on larger repairs?</p> <p>3 A. I would speak with the customer and let</p> <p>4 them know how I felt on the -- on my position in</p> <p>5 standpoint of certain things, and let them know</p> <p>6 what needed to be done, and direct them to the</p> <p>7 office.</p> <p>8 Q. Got it. Okay.</p> <p>9 And you would direct them to Larry and</p> <p>10 Jason, or Scott?</p> <p>11 A. Larry and Jason.</p> <p>12 Q. Larry and Jason.</p> <p>13 For the larger jobs?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Once, let's say, a repair ticket</p> <p>16 is -- is signed by the customer --</p> <p>17 A. Um-hum.</p> <p>18 Q. -- that gets sent back to the office,</p> <p>19 correct?</p> <p>20 A. I believe so.</p> <p>21 Q. Okay. And then a work order would be</p> <p>22 generated?</p> <p>23 A. Say it again?</p> <p>24 Q. After the repair ticket is generated --</p> <p>25 A. Um-hum.</p> <p>Page 48</p>	<p>1 your smartphone?</p> <p>2 A. No.</p> <p>3 Q. Okay. So you could only access the</p> <p>4 repair tickets?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. So a repair ticket is generated,</p> <p>7 you fill out the information; or if you don't get</p> <p>8 a repair ticket, then you would manually enter the</p> <p>9 information for a repair ticket, and then you</p> <p>10 would go ahead and do the job?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. When you finished the job, what</p> <p>13 sort of documentation was required to -- to verify</p> <p>14 completion?</p> <p>15 A. We normally would write it in our</p> <p>16 ticket that we finished the job --</p> <p>17 Q. Okay.</p> <p>18 A. -- and write it in the log books that</p> <p>19 we finished a repair.</p> <p>20 Q. Okay. Okay. So -- so the repair</p> <p>21 ticket, it kind of is -- is important and exists</p> <p>22 the entire time, from the beginning of when you</p> <p>23 notice a problem to when the job is finished. And</p> <p>24 then you would put notes into your TK Smart</p> <p>25 program to sort of complete the repair ticket.</p> <p>Page 50</p>

1 Is that fair to say?
2 **A. Say it again.**
3 Q. So you would -- you -- let's -- let's
4 say a repair ticket is generated for a service
5 issue at Laughlin Nugget. You get the repair
6 ticket on your phone.
7 And once you finish that specific service
8 issue, you would put the details into that
9 specific repair ticket, correct?
10 **A. Yes.**
11 Q. Okay. And then, after that point, when
12 you finish the job, do you have anything to do
13 with that specific repair ticket that you sent
14 back?
15 **A. Not afterwards.**
16 Q. Okay. Okay. And at a point later,
17 let's say a couple of months later, could you
18 access those repair tickets?
19 **A. For up to a year.**
20 Q. For up to a year.
21 And at the same time that you filled out
22 completion of a job on the repair ticket, you'd
23 also note it in the machine-room log?
24 **A. Yes.**
25 Q. Okay. That machine-room log, for --
Page 51

1 let's -- let's take Laughlin Nugget.
2 That machine-room log, was that
3 ThyssenKrupp property, or was that Golden Nugget
4 property?
5 **A. I'm not sure whose property it is.**
6 Q. Okay. Did you always have access to
7 that log whenever you needed it?
8 **A. Yes. We had the logs. We wrote the**
9 **logs.**
10 Q. Okay.
11 **A. They said ThyssenKrupp on them. We**
12 **left them in the machine.**
13 (Reporter asks for clarification.)
14 THE WITNESS: They say ThyssenKrupp
15 Elevator all over them, ThyssenKrupp Elevator
16 escalator log number. We write the year, date,
17 unit.
18 BY MR. IQBAL:
19 Q. Okay. So when you would -- you -- you
20 mentioned, like, you know, fifteen -- ten minutes
21 ago, sometimes buying a coffee and going and
22 visually inspecting.
23 When you would do a simple visual
24 inspection like that, would you put that into the
25 logbook?
Page 52

1 **A. No.**
2 Q. Okay. When would you put things into
3 the logbook?
4 **A. When I did maintenance or repair.**
5 Q. When you did inspections, would you put
6 that into the logbook?
7 **A. You mean yearly inspections?**
8 Q. Yes.
9 **A. Yes, with a state inspector.**
10 Q. Was it required that yearly inspections
11 have a state inspector along?
12 **A. Yes. It was a third-party inspector**
13 **that inspected the unit every year that I was**
14 **there.**
15 Q. Okay. And so that would go into the
16 logbook?
17 **A. Yes. And the inspector also had a**
18 **sticker that he would put on the logbook**
19 **stating -- verifying that he was there as well.**
20 Q. Now, that logbook is for maintenance or
21 repair and also the yearly inspections, correct?
22 **A. Yes.**
23 Q. Other types of service, would that go
24 into the logbook?
25 **A. Yes.**
Page 53

1 Q. Can you give me examples?
2 **A. Other than just maintaining it? No.**
3 Q. Okay. But when you would go for
4 routine maintenance, that would go into the
5 logbook?
6 **A. Yes, if I filled it out.**
7 Q. Okay. And -- and outside of, like, the
8 simple buying a coffee and visually inspecting it,
9 if you did any more than that with respect to the
10 escalators, did you put that information into the
11 logbook?
12 **A. Sometimes I put the information in, but**
13 **sometimes I didn't have enough time.**
14 Q. Got it. Okay.
15 So the completeness of the logbook and
16 different entries depended on how much time you
17 had?
18 **A. Yes.**
19 Q. Okay. And so when you were pressed for
20 time, entries didn't go into the logbook?
21 **A. Correct.**
22 Q. Okay. And when you were pressed for
23 time, entries also didn't go into the TK Smart
24 system, correct?
25 **A. Yes.**
Page 54

1 Q. Okay. Would you then go back later and
2 fill in that information into the logbook?
3 **A. Yeah. I probably didn't even remember**
4 **what it said.**
5 Q. Okay. So that -- if you were pressed
6 for time, then there was no record made on the
7 TK Smart system, and there was no logbook entry.
8 There -- there would just be nothing,
9 then?
10 **A. Yes.**
11 Q. Okay. And you -- you never went back
12 and add -- filled in that information?
13 **A. No.**
14 Q. Okay. So the repair ticket gets filled
15 out -- under normal circumstances, when you have
16 time, the repair ticket gets filled out, and then
17 you sign the logbook.
18 **A. Um-hum.**
19 Q. Is that the extent of the documentation
20 with respect to any repair or --
21 **A. Yes.**
22 Q. -- servicing? Yes?
23 **A. Yes.**
24 Q. Okay. Would you send e-mails regarding
25 what you saw or what you did?

Page 55

1 **A. Not normally.**
2 Q. Okay. You said "not normally."
3 When would you?
4 **A. If there were issues with -- with the**
5 **unit, like the gearbox, possibly. If there were**
6 **issues pertaining to the age of the steps, the age**
7 **of the escalator, I would send that in an e-mail.**
8 Q. Okay. And who would you e-mail?
9 **A. I would e-mail Larry Panaro.**
10 Q. And did you, from time to time, between
11 2010 and 2018, e-mail Larry regarding the down
12 escalator?
13 **A. Yes.**
14 Q. Okay. Because you had concerns about
15 the down escalator?
16 **A. There were some concerns.**
17 Q. Okay. And -- we'll get to those. But
18 I -- I'm just talking process now.
19 And not -- not just with Laughlin Nugget;
20 with all of the casinos?
21 **A. Multiple places.**
22 Q. Yes, multiple places.
23 If you had a concern about an escalator,
24 you would then e-mail Larry Panaro?
25 **A. Yes.**

Page 56

1 Q. Okay. Would you also e-mail Scott
2 Olsen?
3 **A. Yes.**
4 Q. Okay. So would you send one e-mail to
5 both of them, or would you e-mail them separately?
6 **A. Most of the time, it'd be to both of**
7 **them.**
8 Q. Okay. Okay. And so e-mails, you
9 reserved for situations when you were concerned
10 about the machine?
11 **A. Yes.**
12 Q. Okay. And you did that, typically,
13 from time to time, for different casinos?
14 **A. Depending on the situation.**
15 Q. Okay. And you -- as you sit here, you
16 recall that you did that from time to time for
17 the -- the down escalators at -- at Golden Nugget
18 Laughlin, correct?
19 **A. Yes.**
20 Q. Okay. Outside of the -- the logbooks
21 in the machine rooms at the different casinos, did
22 ThyssenKrupp keep any other records in the machine
23 rooms?
24 **A. Not normally.**
25 Q. Okay. When you say "not normally," can

Page 57

1 you give an example of an unusual situation where
2 other records may be kept?
3 **A. We usually only fill out the**
4 **machine-room logs; but if there's a repeat issue**
5 **with an elevator, we may write it down. But I**
6 **didn't do that.**
7 Q. Okay. When you say "we may write it
8 down," where would that be written down?
9 **A. On a piece of paper somewhere.**
10 Q. Okay. Okay. But -- and you just
11 testified that you didn't do that?
12 **A. No.**
13 Q. And why not?
14 **A. I -- it was for -- mostly for**
15 **troubleshooting, fall codes --**
16 Q. Okay.
17 **A. -- on elevators.**
18 Q. So -- okay. So the machine rooms had
19 these logs.
20 In your personal knowledge, back at the
21 Thyssen office in Las Vegas --
22 **A. Um-hum.**
23 Q. -- is there a place where they keep all
24 the repair tickets and work orders associated with
25 these different machines?

Page 58

1 **A. I don't know.**
2 Q. You don't know. Okay.
3 Did you ever spend any time in the
4 Las Vegas office?
5 **A. Only for safety training.**
6 Q. Okay. So outside of safety training,
7 you never had occasion to go to the Las Vegas
8 office?
9 **A. Not normally.**
10 Q. Okay. Okay. When would you go?
11 **A. Only if I needed parts.**
12 Q. Got it. Okay.
13 **A. And safety training.**
14 Q. Got it. Okay.
15 So Larry and the sales folks were located
16 in Las Vegas, and also Scott and Paul and Jim,
17 your supervisors?
18 **A. Yes.**
19 Q. Okay. And what -- what's the -- the
20 address of the Las Vegas office?
21 **A. I don't know the exact address.**
22 Q. Okay. Do you know the rough location?
23 **A. I could look in my phone, if that's**
24 **what you need.**
25 Q. Okay. No, no, no. And -- anything
Page 59

1 that we need, we can go through Rebecca.
2 **A. I believe the first address was on Ali**
3 **Baba --**
4 Q. Okay. All right.
5 **A. -- during that time period.**
6 Q. Got it.
7 To your knowledge, the -- the folks in
8 the Las Vegas office, did they do any -- any --
9 anything official with either the repair tickets
10 or the work orders, that you're aware of?
11 **A. I don't know.**
12 Q. Okay. As far as you're concerned,
13 everything that you did was in the form of a
14 repair ticket?
15 **A. Yes.**
16 Q. Okay. And that was on your device?
17 **A. Yes.**
18 Q. Okay. And also, the -- the
19 machine-room logs?
20 **A. Yes.**
21 Q. Okay. Did you ever, outside of the
22 laptop -- which was just for elevators, correct?
23 **A. Yes.**
24 Q. -- and your smartphone, which -- which
25 you used starting in 2011 or 2012, and the
Page 60

1 machine-room logs, did you keep any other notes or
2 information about -- about your different --
3 different machines that you're responsible for?
4 **A. No.**
5 Q. Okay. Now, when a customer authorized
6 a repair, did you see any documentation from that
7 customer with their authorization?
8 **A. No.**
9 Q. Okay. You simply got the go-ahead
10 to -- to do the work, correct?
11 **A. Yes.**
12 Q. Okay. How did you receive that
13 go-ahead?
14 **A. We usually get a phone call.**
15 Q. Okay. Okay. That customer
16 authorization, was that also reflected in your
17 repair tickets?
18 **A. No.**
19 Q. Okay. Okay. And you said you usually
20 got a phone call.
21 What other means did you receive
22 notice -- okay, they approved?
23 **A. Possibly in an e-mail, from time to**
24 **time.**
25 THE REPORTER: I'm sorry --
Page 61

1 **A. In an e-mail from time to time. But**
2 **95% of the time, it was a phone call scheduling us**
3 **to come down and repair.**
4 BY MR. IQBAL:
5 Q. Okay. If -- and that 5% that was
6 associated with e-mail, was that for the larger
7 jobs?
8 **A. Yes.**
9 Q. Okay. So, in your recollection as you
10 sit here today, do you recall seeing any e-mails
11 for larger jobs at the -- the Laughlin Nugget?
12 **A. No.**
13 Q. Okay. The Laughlin Nugget -- who --
14 who are the employees that you -- you -- you
15 worked with or talked with most frequently there?
16 **A. Don Hartmann.**
17 Q. Okay. Anyone else?
18 **A. He was the main guy.**
19 Q. Okay. And in your recollection, what
20 was Don's position?
21 **A. I believe he was the lead engineer.**
22 Q. I -- I'm going to represent that,
23 during a deposition, he said he was the director
24 of facilities.
25 Does that seem right to you?
Page 62

1 **A. Yeah, it does.**
2 Q. Okay.
3 **A. It's been a while.**
4 Q. No worries.
5 And you said Don was the main guy.
6 Anyone else that you interacted with?
7 **A. Don't remember their names, but we**
8 **would just tell them that the unit is back in**
9 **service. Anything serious, we would talk to Don**
10 **Hartmann personally.**
11 Q. Okay. So if a -- if a serious issue
12 came up during an -- an inspection or when you're
13 servicing or maintaining the escalators at
14 Laughlin Nugget, would you talk to either Scott or
15 Larry first, or would you go and talk to Don?
16 **A. I would talk to Scott first --**
17 Q. Okay.
18 **A. -- or Larry --**
19 Q. Okay.
20 **A. -- and then talk to Don Hartmann.**
21 Q. Okay. And did you do that with every
22 serious issue that came up?
23 **A. The serious issues, yes.**
24 Q. Okay. Issues that were not as serious,
25 did you have a need or occasion to talk with

Page 63

1 Golden Nugget folks?
2 **A. If it wasn't serious, I would let Don**
3 **know what I did on the escalator so he was aware.**
4 Q. Okay. And how would you let Don know?
5 **A. I'd either call him or see him**
6 **personally.**
7 Q. Okay. Did you ever send Don e-mails?
8 **A. I think I sent him one e-mail, saying**
9 **that I was servicing his escalator.**
10 Q. Okay. So in eight years, you probably
11 just sent a -- a handful of e-mails to him or just
12 one?
13 **A. Maybe a handful.**
14 Q. Okay. Did Don Hartmann ever send
15 e-mails to you?
16 **A. I think he sent one.**
17 Q. Okay.
18 **A. It may have said, okay, thanks.**
19 Q. Okay. Did you receive e-mails from any
20 other Golden Nugget personnel?
21 **A. No.**
22 Q. Do you -- if I said the name Clint
23 Bekla, does that -- Belka, does that ring a bell?
24 **A. Not really.**
25 Q. Okay. Did you deal with a Richard

Page 64

1 Smith at Golden Nugget?
2 **A. Possibly.**
3 Q. Okay. Do you recall receiving any
4 e-mails from Richard Smith?
5 **A. No.**
6 Q. Do you recall sending any e-mails to
7 Richard Smith?
8 **A. No.**
9 Q. And Jackie Kamacha (phonetic),
10 do you -- does that name ring a bell?
11 **A. Not off the top of my head.**
12 Q. Okay.
13 **A. There was a lot of engineers in each**
14 **building.**
15 Q. Got it.
16 **A. I usually associate with people's**
17 **faces, except for, like, Don Hartmann or the other**
18 **directors of facilities.**
19 Q. Got it. Okay.
20 **A. They know my name, but I just don't**
21 **really know theirs.**
22 Q. Yeah.
23 So the machine-room logs -- we -- we
24 talked extensively about, you know, your work on
25 the escalators and then putting notes there when

Page 65

1 you had time.
2 Did the logs also include information
3 about elevators at the Nugget?
4 **A. Not the escalator logs.**
5 Q. Okay. So there are separate logs for
6 the escalators and elevators?
7 **A. Yes.**
8 Q. Okay. So given that you were the only
9 one assigned between 2010 and 2018, the entries
10 into the machine-room log for the escalator had
11 only your entries in it, correct?
12 **A. For maintenance only.**
13 Q. For maintenance only.
14 **A. There might have been trouble calls**
15 **where other people have written in there, or**
16 **repairs as well.**
17 Q. Got it. Okay. Okay.
18 When there were trouble calls and
19 repairs, who else would work on the -- the
20 Laughlin escalators?
21 **A. For trouble calls, it could have been**
22 **any of the names that I gave you earlier.**
23 Q. Okay.
24 **A. But it usually wouldn't be during the**
25 **time of my work hours. It would be overtime or if**

Page 66

<p>1 I was on vacation.</p> <p>2 Q. Okay. So if you were on vacation, who</p> <p>3 would take your role of doing the inspections,</p> <p>4 looking at the service, and making entries into</p> <p>5 the machine-room logs?</p> <p>6 A. Well, usually, I take vacation for less</p> <p>7 than a week, so it wasn't necessary. For</p> <p>8 inspections, I would -- I would schedule around</p> <p>9 it, so I would be there for the inspection.</p> <p>10 Q. Got it. Got it.</p> <p>11 Did -- do you recall at any time having</p> <p>12 someone enter information into the logbook when</p> <p>13 you weren't there?</p> <p>14 A. Possibly one person.</p> <p>15 Q. And their name?</p> <p>16 A. For -- he did an inspection for me. I</p> <p>17 don't remember his name.</p> <p>18 Q. Okay.</p> <p>19 MR. IQBAL: Let's -- let's take a break</p> <p>20 now.</p> <p>21 VIDEOGRAPHER: This marks the end of media</p> <p>22 number 1. We're going off the record at</p> <p>23 11:19 a.m.</p> <p>24 (Recess taken.)</p> <p>25 VIDEOGRAPHER: This marks the start of</p> <p style="text-align: right;">Page 67</p>	<p>1 necessary.</p> <p>2 Q. Okay. All right. During your training</p> <p>3 with Thyssen, your safety training, did you get</p> <p>4 any training on records keeping?</p> <p>5 A. No.</p> <p>6 Q. Okay. Did you get any training on</p> <p>7 records keeping from either Larry or Scott or</p> <p>8 Paul?</p> <p>9 A. No.</p> <p>10 Q. Did you have any training on the</p> <p>11 TK Smart device?</p> <p>12 A. Yes.</p> <p>13 Q. Who -- who gave you that training?</p> <p>14 A. Someone in the office.</p> <p>15 Q. Okay. And did they go through the</p> <p>16 whole process of how to enter data and then what</p> <p>17 happens to it?</p> <p>18 A. Just how to enter data.</p> <p>19 Q. Okay. Now, at the Laughlin Nugget, you</p> <p>20 said that you -- you worked most frequently</p> <p>21 with -- with Don Hartmann; that's correct?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And so your interactions with</p> <p>24 Don, were they mainly you informing Don of -- of</p> <p>25 something specific with the escalators?</p> <p style="text-align: right;">Page 69</p>
<p>1 media number 2. We're back on the record at</p> <p>2 11:44 a.m.</p> <p>3 CONTINUED EXAMINATION</p> <p>4 BY MR. IQBAL:</p> <p>5 Q. Thank you, Mr. Dutcher. I just want to</p> <p>6 remind you, you're still under oath.</p> <p>7 A. Yes.</p> <p>8 Q. Okay. During the break, did you talk</p> <p>9 to anyone about your testimony?</p> <p>10 A. No.</p> <p>11 Q. Okay. All right. And just -- just</p> <p>12 going back, we talked about the fact that the --</p> <p>13 the TK Smart program gives you, you know, two</p> <p>14 lines or a couple of sentences' space to -- to put</p> <p>15 in notes.</p> <p>16 What would you do if you had to write</p> <p>17 more than two lines or more than the space that</p> <p>18 was allotted?</p> <p>19 A. You could write it in the machine-room</p> <p>20 log.</p> <p>21 Q. Got it. Okay. And on occasion, did</p> <p>22 you have more than two lines to write or you</p> <p>23 wanted to -- to -- to put in more than the TK</p> <p>24 Smart system allotted?</p> <p>25 A. It was on occasion, but it wasn't</p> <p style="text-align: right;">Page 68</p>	<p>1 A. It would go both ways.</p> <p>2 Q. Okay. So Don would also either call</p> <p>3 you or talk to you on the floor about different</p> <p>4 issues with the escalator?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And if Don approached you, would</p> <p>7 you take notes of what he said or what the</p> <p>8 conversation with him was?</p> <p>9 A. I would take notes in my head, and I</p> <p>10 would call my supervisor if it was necessary.</p> <p>11 Q. Okay. And when would it be necessary?</p> <p>12 A. If it was a big project.</p> <p>13 Q. Okay. Okay. And did you -- you said</p> <p>14 you'd take notes in your head.</p> <p>15 Did you put any of those conversations</p> <p>16 that you had with Don into the TK Smart system?</p> <p>17 A. No.</p> <p>18 Q. Okay. That was more for the repair</p> <p>19 tickets and Thyssen internal --</p> <p>20 A. Internal things.</p> <p>21 Q. Okay. Now, we -- we discussed</p> <p>22 previously that -- that you did send and receive</p> <p>23 some -- some work e-mails regarding your work at</p> <p>24 the Laughlin Nugget, correct?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 70</p>

1 Q. Okay. Have you been asked by anyone
2 to -- to search your e-mails in association with
3 this case?
4 **A. Would you say the question again?**
5 Q. Yes.
6 Have you been asked by anyone to do a
7 search or look for your e-mails regarding the
8 Laughlin Nugget escalators?
9 **A. My work e-mails?**
10 Q. Yes.
11 **A. To do a search? Yes.**
12 Q. Yeah.
13 Who - who asked you to do a search?
14 **A. She did --**
15 Q. Okay.
16 **A. -- Rebecca.**
17 Q. Okay. And I don't -- I don't want to
18 know what -- what -- what you -- you -- you talked
19 about, but when -- when was that request made?
20 **A. Sometime last year.**
21 Q. Okay. Do you remember, roughly?
22 **A. No.**
23 Q. Okay. And did you do a search?
24 **A. I may have looked around.**
25 Q. Okay. Where did you look around?

Page 71

1 **A. In my company phone.**
2 Q. Okay. Okay. Did you find any e-mails?
3 **A. I don't believe I found anything.**
4 Q. Okay. So do you have any idea what
5 happened to those e-mails that you sent regarding
6 the Laughlin Nugget escalators?
7 **A. No.**
8 Q. How long of a search did you do?
9 **A. I typed in Golden Nugget escalators,**
10 **and that's all I did.**
11 Q. Okay. So you used one search term?
12 **A. Yes -- a few search terms, but my**
13 **device crashed before that time, so I lost all the**
14 **information regarding any work e-mails.**
15 Q. When did your device crash?
16 **A. Last year.**
17 Q. Do you remember roughly what time?
18 **A. No.**
19 Q. Okay. Was it at the end of the year,
20 right before you got transferred to New York, or
21 was it early on in 2017?
22 **A. It was probably in the middle of the**
23 **year, last year.**
24 Q. Okay. And after your device crashed,
25 were you able to turn on the device?

Page 72

1 **A. I was able to reboot it and enter my**
2 **e-mail in and all that information, do a hard**
3 **reset --**
4 Q. Okay.
5 **A. -- but all the information was lost**
6 **previous to that.**
7 Q. Okay. Okay. So --
8 **A. On my end.**
9 Q. On your end.
10 So your e-mails prior to the middle of
11 2017, you -- you weren't able to find any?
12 **A. I have no access.**
13 Q. No access. Okay. Okay.
14 And do you know how long e-mails stay on
15 the Thyssen Cloud?
16 **A. No idea.**
17 Q. Okay. Has -- have you taken any -- any
18 steps to -- to retrieve the e-mails prior to the
19 middle of last year?
20 **A. No.**
21 Q. So when you did the search, it was only
22 for the e-mails that were available after the
23 crash?
24 **A. Yes.**
25 Q. Okay. Besides checking your e-mail,

Page 73

1 did you do any other searches?
2 **A. No.**
3 Q. Did you look through the logbooks in
4 the machine room at the Laughlin Nugget?
5 **A. I may have looked at the accident**
6 **report that I had written years ago, and that was**
7 **it.**
8 Q. Okay. And with respect to this
9 deposition here today, did you do any preparation?
10 **A. Yes.**
11 Q. Did you review documents?
12 **A. Yes.**
13 Q. What documents did you review?
14 **A. Just the accident report and a few**
15 **trouble calls.**
16 Q. And a few --
17 **A. Trouble calls.**
18 Q. How did you review the trouble calls?
19 **A. Digitally.**
20 Q. Digitally?
21 How?
22 **A. On an e-mail.**
23 Q. Can you explain the process?
24 **A. Yes. Rebecca sent me an e-mail, and I**
25 **reviewed it on my tablet.**

Page 74

<p>1 Q. Okay. So on your tablet, you -- you</p> <p>2 have access to all the calls that were made</p> <p>3 regarding the escalator?</p> <p>4 A. No, not all of them; just the accident</p> <p>5 report.</p> <p>6 Q. Okay. Okay. So when you say "tablet,"</p> <p>7 you mean your smartphone device?</p> <p>8 A. This iPad (indicating).</p> <p>9 Q. Okay. Okay. So we've been talking</p> <p>10 about the --</p> <p>11 A. This is my personal iPad.</p> <p>12 Q. Got it. Got it.</p> <p>13 So your -- your ThyssenKrupp smartphone</p> <p>14 is your second iPhone now; but in -- in Laughlin,</p> <p>15 it was your first iPhone following the CS50,</p> <p>16 correct?</p> <p>17 A. CN50, yes.</p> <p>18 Q. CN50. Okay.</p> <p>19 This -- and you're pointing to your --</p> <p>20 your personal iPad?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And so do you have work-related</p> <p>23 information on your personal iPad?</p> <p>24 A. Just in an e-mail.</p> <p>25 Q. So -- so you have your work e-mail that</p> <p style="text-align: right;">Page 75</p>	<p>1 did you review anything else?</p> <p>2 A. No.</p> <p>3 Q. Okay. All right. Well, let's -- let's</p> <p>4 jump into this.</p> <p>5 MR. IQBAL: I am handing to the court</p> <p>6 reporter what is going to be marked as</p> <p>7 Exhibit 1.</p> <p>8 I have a copy for you, Rebecca.</p> <p>9 Alex, it's going to be -- I -- I sent you</p> <p>10 the two -- I sent you the -- the -- the two</p> <p>11 attachments.</p> <p>12 MS. MCLEOD: I -- I received those. Thank</p> <p>13 you.</p> <p>14 MR. IQBAL: Yeah. And I -- I'm going to be</p> <p>15 asking questions on the account history report,</p> <p>16 which starts with the Bates number JNB 002013.</p> <p>17 MS. MCLEOD: 013, you said, again?</p> <p>18 MR. IQBAL: Yep. Yep.</p> <p>19 MS. MCLEOD: Okay. Thank you.</p> <p>20 (Exhibit 1, Account History Report, was</p> <p>21 marked for identification.)</p> <p>22 BY MR. IQBAL:</p> <p>23 Q. Mr. Dutcher, I'm going to represent</p> <p>24 that this account history report was run</p> <p>25 October 30, 2017, and we received it as part of</p> <p style="text-align: right;">Page 77</p>
<p>1 comes to your personal iPad?</p> <p>2 A. No. Not my work e-mail, no.</p> <p>3 Q. Okay. Okay. How -- how can you</p> <p>4 access -- how do you access digital calls or the</p> <p>5 history of digital calls on your iPad?</p> <p>6 A. I was sent a digital file.</p> <p>7 Q. Okay. And that digital file came from</p> <p>8 someone at Thyssen?</p> <p>9 A. From Rebecca. You have the same</p> <p>10 information there you're holding.</p> <p>11 Q. Got it.</p> <p>12 MS. MASTRANGELO: He's talking about that</p> <p>13 account report.</p> <p>14 MR. IQBAL: Okay. Okay.</p> <p>15 BY MR. IQBAL:</p> <p>16 Q. So the account reports have both the</p> <p>17 information entered into the TK Smart system and</p> <p>18 also calls that were made?</p> <p>19 A. Possibly.</p> <p>20 Q. Okay. Okay. So you looked at the</p> <p>21 account history report, and you also looked at an</p> <p>22 accident report that you -- you -- you did</p> <p>23 associated with the -- the Nugget --</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And outside of these two things,</p> <p style="text-align: right;">Page 76</p>	<p>1 production from Rebecca November 6, 2017. And</p> <p>2 it's Thyssen's second supplemental. It has our</p> <p>3 Bates numbering on there, but I'm going to</p> <p>4 represent that this report came from your counsel.</p> <p>5 Why don't you take a -- a quick look</p> <p>6 through it -- it's about 10, 15 pages -- before I</p> <p>7 start asking questions.</p> <p>8 MS. MASTRANGELO: You don't have to read</p> <p>9 the whole thing. Just look through it.</p> <p>10 A. (Witness reviews document.)</p> <p>11 BY MR. IQBAL:</p> <p>12 Q. Does it look familiar?</p> <p>13 A. Some of it.</p> <p>14 Q. Okay. All right. Well, on -- on that</p> <p>15 first page, it's denoted JNB 002013.</p> <p>16 Do you see that on the right --</p> <p>17 A. Yes.</p> <p>18 Q. -- top right?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Great. So we're on -- we're on</p> <p>21 page 1 of the account history report.</p> <p>22 Can you just tell us, generally, what</p> <p>23 information is contained in this document?</p> <p>24 A. On this first page?</p> <p>25 Q. Yes.</p> <p style="text-align: right;">Page 78</p>

<p>1 A. Annual escalator testing.</p> <p>2 Q. Okay. And then, on the second page, at</p> <p>3 the top left, it says "Callback"?</p> <p>4 A. Yes.</p> <p>5 Q. And what is this, generally?</p> <p>6 A. It's callbacks, is what it says.</p> <p>7 Q. All right. And so outside of those</p> <p>8 times when you were rushing because you didn't</p> <p>9 have time, everything that you would have noted in</p> <p>10 the TK Smart would be in here?</p> <p>11 A. Say it again.</p> <p>12 Q. So you -- you testified that if you</p> <p>13 were -- if you didn't have time, you wouldn't put</p> <p>14 information into the TK Smart system, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And -- and if you didn't have time, you</p> <p>17 also wouldn't put information into the machine</p> <p>18 logbook, correct?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So outside of those times when</p> <p>21 you -- you were -- you -- you -- you didn't have</p> <p>22 time, everything else would be in here?</p> <p>23 A. All the stuff that I inputted would be</p> <p>24 in here.</p> <p>25 Q. Okay. All right. Now, what percentage</p> <p style="text-align: right;">Page 79</p>	<p>1 to put in two sentences?</p> <p>2 A. Yes, back at that time. The device</p> <p>3 would crash, it would spin, it wouldn't connect to</p> <p>4 the Internet.</p> <p>5 Q. Okay. Okay. And so the quickest</p> <p>6 amount of time would usually be 15 minutes?</p> <p>7 A. Yes.</p> <p>8 Q. Because of the device issues?</p> <p>9 A. Yes.</p> <p>10 Q. Did you ever bring up the issues that</p> <p>11 the device was having with your superiors?</p> <p>12 A. It would be brought up monthly.</p> <p>13 Q. And did they do anything?</p> <p>14 A. I'm not sure if they did anything or</p> <p>15 not.</p> <p>16 Q. Okay. Did they replace the device?</p> <p>17 A. After a while, we went to a new system.</p> <p>18 Q. A -- a new TK Smart system?</p> <p>19 A. Which is the iPhone with the TK Smart.</p> <p>20 Q. Got it.</p> <p>21 A. It's so much quicker.</p> <p>22 Q. Got it.</p> <p>23 So the iPhone, you had for the majority</p> <p>24 of your -- your time at Laughlin, correct?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 81</p>
<p>1 of the time were you just jammed and didn't have</p> <p>2 an opportunity to either enter stuff into the</p> <p>3 TK Smart system or the logbook?</p> <p>4 A. I don't know the exact number.</p> <p>5 Q. Can you give a rough estimation?</p> <p>6 A. I would say 60% of the time.</p> <p>7 Q. 60% of the time, you were too busy?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. When you say too busy, was that</p> <p>10 because you had several locations and jobs to go</p> <p>11 to?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. So is it fair to say that this</p> <p>14 account history only represents roughly 40% of</p> <p>15 the -- the work that you did?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And the other 60% is not</p> <p>18 recorded anywhere?</p> <p>19 A. Yes.</p> <p>20 Q. How long does it take to put an entry</p> <p>21 into the TK Smart system?</p> <p>22 A. Sometimes could be 15 minutes, and</p> <p>23 sometimes it could be an hour, depending on if the</p> <p>24 device is functioning properly.</p> <p>25 Q. Okay. It would take an hour sometimes</p> <p style="text-align: right;">Page 80</p>	<p>1 Q. And when you had the iPhone, how long</p> <p>2 would it take to make an entry into the TK Smart</p> <p>3 system?</p> <p>4 A. Five to ten minutes.</p> <p>5 Q. Okay. When you had the iPhone, did the</p> <p>6 TK Smart system still crash?</p> <p>7 A. Not as much, no.</p> <p>8 Q. Okay. But the answer is yes?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. So if you -- so this actual</p> <p>11 document, did you have a role in -- outside of</p> <p>12 your entries, did you have a role in creating this</p> <p>13 report?</p> <p>14 A. What do you mean, outside of my</p> <p>15 entries.</p> <p>16 Q. So you put in entries at different</p> <p>17 times --</p> <p>18 A. Sure.</p> <p>19 Q. -- which we can see, correct?</p> <p>20 A. Right.</p> <p>21 Q. But in terms of actually printing this</p> <p>22 history report out, did you do that?</p> <p>23 A. No.</p> <p>24 Q. Okay.</p> <p>25 A. I have no access to that.</p> <p style="text-align: right;">Page 82</p>

1 Q. Got it. Okay.
2 This would be something that either Scott
3 or Paul did?
4 **A. Somebody in the office.**
5 Q. Got it. Okay.
6 So it could be Scott or Paul or Larry;
7 you don't know?
8 **A. Or it could be an account**
9 **administrator; so, no.**
10 Q. Got it. Okay. All right.
11 So the first page has the heading "Annual
12 Safety Test."
13 Does -- does that mean that Thyssen
14 performed a safety test on the escalators every
15 year?
16 **A. Yes.**
17 Q. Okay. What does the -- the annual
18 safety test involve?
19 **A. Well, first, the state inspector has to**
20 **be there, or a third-party inspector. Usually,**
21 **when he gets there, we have to barricade the**
22 **escalator, remove the deck plates, take a minimum**
23 **of one step out, check all the safety switches in**
24 **the unit, check the brake torque, and make sure**
25 **the power -- when you turn the power off, it, you**
Page 83

1 **know, doesn't run either.**
2 Q. Okay.
3 **A. There's multiple safety switches in**
4 **each escalator, so depending on the age of the**
5 **unit depends on how many switches there are to**
6 **test.**
7 Q. Okay. The more new a unit is, does it
8 have more switches?
9 **A. Yes.**
10 Q. Okay. And this was a older model,
11 correct?
12 **A. Yes, it is.**
13 Q. How old was the model?
14 **A. I believe it was put in, in '79 or '80.**
15 Q. Okay. So when you were working on
16 it -- I mean, last year, it was 37, 38 years old,
17 correct?
18 **A. Yes.**
19 Q. Okay. Is that typical?
20 **A. For an escalator to run that long?**
21 Q. Yes.
22 **A. In today's day, yes.**
23 Q. Okay.
24 **A. Macy's -- Macy's, in this town, has**
25 **escalators that are almost 100 years old.**
Page 84

1 Q. Okay. But outside of Macy's?
2 **A. There's escalators that run that --**
3 **that age all the time.**
4 Q. Okay. All right. How long does the
5 annual safety test take?
6 **A. Around two hours.**
7 Q. Two hours. Okay.
8 And you said a minimum of one step.
9 When you do annual safety inspections,
10 how many steps do you usually remove?
11 **A. One.**
12 Q. One? Okay.
13 Because that's the minimum?
14 **A. Yes. You have to look inside. You**
15 **have to test the brake. You can't access the**
16 **brake without a step out.**
17 Q. Right. Would you ever take more than
18 one step out?
19 **A. If the inspector desired.**
20 Q. Did -- in your recollection, did the
21 inspector ever desire more than one step out at
22 the Laughlin --
23 **A. No.**
24 Q. Okay. So we have the dates here. If
25 you look at the top, this report is from May 1,
Page 85

1 2010, to December 31, 2015.
2 Do you see that at the top?
3 **A. Yes.**
4 Q. Okay. So it looks like the -- the --
5 the first -- the -- the first entry appears under
6 Annual Safety Test. The -- it appears that the
7 inspection was July 14, 2014.
8 Do you see that?
9 **A. Yes.**
10 Q. Okay. Does that show that the annual
11 safety inspection was performed on the down
12 escalator at the Laughlin Nugget on that date?
13 **A. According to this piece of paper, it**
14 **does.**
15 Q. Okay. And you wouldn't have any reason
16 to -- to believe that your entries were inaccurate
17 or incorrect, right?
18 **A. No. There may be some entries that**
19 **aren't here -- I don't know why -- but I know**
20 **there was a safety test performed every year at**
21 **that job site.**
22 Q. And it says -- under Assigned to, for
23 the first one, in July 14, 2014, it says assigned
24 to you.
25 What does that mean?
Page 86

1 **A. You mean on the first page?**
2 Q. On the first page, at the top, right
3 next to "Incident Date July 14, 2014," it says,
4 "Assigned to Christopher N. Dutcher."
5 **A. It means the ticket was assigned to me**
6 **to perform the safety test.**
7 Q. Okay. So does -- does that mean -- can
8 we assume that you -- you performed that safety
9 test?
10 **A. Yes.**
11 Q. Okay. And below that -- actually, on
12 the -- the same date, it says July 14, 2014, and
13 it says Kathleen E. Clendenen?
14 **A. Uh-huh.**
15 Q. Who -- who is that?
16 **A. She was another person that was helping**
17 **me inspect the escalator -- another individual**
18 **inspecting the escalator with me. Normally, it's**
19 **performed by two individuals --**
20 Q. Got it.
21 **A. -- just like a repair --**
22 Q. Got it. Okay.
23 **A. -- because I can't physically turn the**
24 **key switch and test the switches at the same time.**
25 Q. Got it. Okay.

Page 87

1 And when we look under what -- what is
2 assigned to you, that -- that very first entry,
3 under Resolution, it says, "Perform annual
4 internal inspections with Kathy C. and Bill
5 Shaefer"?
6 **A. Yes.**
7 Q. So Kathy, you -- you just testified,
8 was -- was with you and did the inspection with
9 you.
10 Who is Bill Shaefer?
11 **A. He's the third-party inspector.**
12 Q. Okay. So there were three of you on
13 that day, July 14, 2014, correct?
14 **A. Yes.**
15 Q. And -- I'm sorry. Go ahead.
16 **A. It's always witnessed by an inspector.**
17 Q. Right. And you said it's either got to
18 be a state inspector or a third-party inspector?
19 **A. Correct.**
20 Q. Okay. And -- and then it's -- so
21 Kathleen worked with you at Thyssen?
22 **A. Yes.**
23 Q. Okay. And what -- what was her job
24 title? Was it also mechanic?
25 **A. At that time, I believe it was.**

Page 88

1 Q. Okay.
2 **A. But I'm not sure.**
3 Q. Okay. So the two of you were
4 coworkers?
5 **A. Yes.**
6 Q. Okay. And was it typical for you and
7 Kathleen, since two folks are needed, to -- to
8 inspect the different escalators at the different
9 locations that were under your charge?
10 **A. Yes. Normally, they send me a**
11 **different person each time.**
12 Q. Okay. So this time it was Kathleen,
13 but it -- it can be --
14 **A. -- random.**
15 Q. Random. Okay.
16 Is that company policy?
17 **A. To be random?**
18 Q. Yes.
19 **A. No. It's just whoever is available.**
20 Q. Got it. Okay. All right.
21 So the -- the next entry, the final entry
22 on this page, appears to be for an annual
23 inspection on July 16, 2013.
24 Do you see that?
25 **A. Yes.**

Page 89

1 Q. Okay. And under Assigned to, it has
2 your name.
3 Do you see that?
4 **A. Yes.**
5 Q. Okay. Can we safely assume that you
6 performed the inspection on July 16, 2013?
7 **A. Yes.**
8 Q. Okay. There -- there don't appear to
9 be any entries for the annual safety tests in 2015
10 or in 2012, 2011, or 2010.
11 Why not?
12 **A. I don't know why they're not on here,**
13 **but they were done.**
14 Q. They were done?
15 **A. Yes.**
16 Q. Okay. And when they were done, you
17 would enter the information onto the TK Smart
18 device?
19 **A. Yes.**
20 Q. And we see the evidence of that with
21 the -- the two entries, one for the 2014 and one
22 for 2013, correct?
23 **A. Um-hum. Yes.**
24 Q. So the entries for 2015, 2012, 2011,
25 and 2010, they should also be on here, correct?

Page 90

<p>1 A. They should, but they may be under 2 another ticket. 3 Q. Under another ticket? 4 Can you -- can you explain? 5 A. Because this says "Under annual safety 6 tests." 7 Q. Right. 8 A. At that time, they didn't -- they may 9 have not had the annual safety test spot where you 10 can click, so it may have been just under a manual 11 ticket, or they may have sent us a repair ticket. 12 Q. Okay. But the annual safety test 13 should be done every year, correct? 14 A. Yes. 15 Q. Okay. And, to your knowledge, given 16 that you were assigned to the Laughlin Nugget 17 between 2010 and 2018, did you perform an annual 18 safety test every year? 19 A. Yes. 20 Q. Okay. And every year that you 21 performed an annual safety test, you put it 22 under -- you put it into the TK Smart? 23 A. Yes. 24 Q. Okay. 25 MS. MASTRANGELO: Well, just for the</p> <p style="text-align: right;">Page 91</p>	<p>1 2015? 2 A. I'm not sure. I cannot access them 3 personally. 4 Q. Okay. How about 2010 and 2011, when 5 you were using the other system? 6 A. No. As she just said, we can't access 7 that. 8 Q. Okay. And no one can access them? 9 A. I don't know. 10 Q. Okay. All right. Okay. 11 I'm going to -- we -- we'll get back to 12 this, but I'm going to give you the -- the second 13 exhibit here. 14 MR. IQBAL: I'm handing to the court 15 reporter what is going to be marked as 16 Exhibit 2. 17 (Exhibit 2, e-mails Bates-numbered 18 JNB 002187 to 002190 and JNB 002196 to 19 002197, was marked for identification.) 20 MR. IQBAL: And, Alex, it's the other 21 attachment. 22 MS. MCLEOD: The second one? 23 MR. IQBAL: Yes. 24 MS. MCLEOD: Thank you. 25 MS. IQBAL: Okay.</p> <p style="text-align: right;">Page 93</p>
<p>1 record -- I don't want to interrupt you, but 2 this report only runs from December of '12 3 through May of '15, because the 2010 and 2011 4 were on a different program that he talked 5 about, which are not accessible. So that's 6 just for your information. 7 MR. IQBAL: Yes, because the -- the start 8 date says May 1, 2010. 9 MS. MASTRANGELO: Yes. And they weren't 10 using this program in 2010 and '11, so nothing 11 showed up for it. 12 MR. IQBAL: Okay. 13 MS. MASTRANGELO: And I've not been able to 14 get the prior records from the other program. 15 MR. IQBAL: Okay. Okay. 16 BY MR. IQBAL: 17 Q. But 2015 should -- you were using the 18 new program, correct? 19 A. Yes. 20 Q. Okay. So the 2015 should be here. 21 But your -- your explanation is that, 22 possibly, it could be under another ticket? 23 A. Yes. 24 Q. Okay. Is there any way to -- to access 25 your notes for the annual safety tests done in</p> <p style="text-align: right;">Page 92</p>	<p>1 BY MR. IQBAL: 2 Q. Sir, I'm going to represent to you that 3 these e-mails in here were produced by counsel for 4 Laughlin Nugget. 5 A. Okay. 6 Q. They have our Bates numbering on them. 7 I think they were subsequently Bates numbered by 8 the -- the Laughlin parties, but these have our -- 9 our Bates numbers on them. 10 So if you take a look at the JNB 2187, 11 which is the first page, and JNB 2188, which is 12 the second page, looks like an e-mail exchange. 13 Now, we've -- we've -- we've talked about 14 Scott Olsen and Larry Panaro and Don Hartmann, and 15 you testified that you're aware of and you know 16 all three of those gentlemen. 17 As you look at these e-mail addresses for 18 Scott and Larry, do they look right, on page 1? 19 A. Yes. 20 Q. Okay. And as you look at the 21 dhartman@goldennugget.com, does that also appear 22 correct? 23 A. Yes. 24 Q. Okay. So when we look at the -- the 25 forwarded e-mail, there is a reference -- and I --</p> <p style="text-align: right;">Page 94</p>

1 I -- I'm speaking of what is under the original
2 message on page 1 -- and the e-mail that starts,
3 "Hello, Don."
4 Do you see that?
5 **A. Yes.**
6 Q. Okay. And it says -- on line 1 of that
7 e-mail, it says, "I spoke with" -- quote, I spoke
8 with Chris, our escalator mechanic, today, close
9 quote. And it goes on.
10 Are -- are they referring to you?
11 **A. It appears to be so.**
12 Q. Okay. Do you know of any escalator
13 mechanic -- any other escalator mechanic who would
14 have worked at the Nugget at that time, named
15 Chris?
16 **A. No.**
17 Q. Okay. Now, the e-mail indicates that
18 you replaced 26 rollers on the up escalator
19 sometime in the prior week.
20 Do you recall replacing about that number
21 of rollers on the up escalator at the Laughlin
22 Nugget at that time?
23 **A. Let me look at it for a second.**
24 Q. Sure. Take your time.
25 **A. (Witness reviews document.) Yes.**

Page 95

1 Q. Did that in fact happen?
2 **A. Yes.**
3 Q. Okay. And with reference to an
4 escalator, what is a roller?
5 **A. Rollers are on the steps themselves.**
6 Q. Okay.
7 **A. There's one at the -- at the lower end**
8 **of the -- of the step, which is the step trail way**
9 **(phonetic) rollers; and there's step chain rollers**
10 **as well --**
11 Q. Okay.
12 **A. -- two different sets.**
13 Q. Okay.
14 **A. They wear out over time, and it's**
15 **normal for them to go bad, just like your car**
16 **tires.**
17 Q. Got it.
18 And so -- you -- you -- you -- you
19 almost -- almost gave the answer there, but let --
20 let me just ask you: Why would a roller need to
21 be replaced?
22 **A. If it was worn, if there's pieces**
23 **missing out of it.**
24 Q. Okay. And what issues could be caused
25 if rollers aren't replaced?

Page 96

1 **A. If they're not replaced?**
2 Q. Yes.
3 **A. The unit could ride rough; the unit**
4 **could crash, make a lot of noise.**
5 Q. Could the unit be shaky?
6 **A. If a roller wasn't replaced?**
7 Q. Yes.
8 **A. Possibly.**
9 Q. Okay. If a roller isn't replaced,
10 could it pose a safety issue?
11 **A. Yes.**
12 Q. How so?
13 **A. If a roller isn't replaced and the step**
14 **rocks back and forth, it can create an issue.**
15 Q. Okay. And what does the fact that
16 26 rollers needed to be replaced all at one
17 time -- what does that mean?
18 **A. It means the age of the unit -- it was**
19 **aging. The step rollers, they looked like they**
20 **needed wear -- they had wear, and I was in the**
21 **unit, so I decided to replace them. I may have**
22 **found a few that were bad, but decided to go upon**
23 **it myself and look at more rollers on the unit,**
24 **replace what was necessary.**
25 Q. Okay.

Page 97

1 **A. -- replace what was necessary.**
2 Q. Got it.
3 And -- and the e-mail indicates that you
4 didn't see a need to replace any other rollers,
5 quote, at the time?
6 **A. It means that all the other rollers**
7 **looked in good shape.**
8 Q. Okay. How many rollers are there on --
9 on an escalator -- on one escalator?
10 **A. Depending on how many steps are on the**
11 **escalator, say -- let's just say a baseline of**
12 **60 steps, possibly, in that unit, or more. Sixty**
13 **times four; so 240.**
14 Q. Okay. I -- I believe there is 48 to 50
15 steps on these --
16 **A. I think there's 57.**
17 Q. Fifty-seven. Okay.
18 Do you think, or do you know?
19 **A. I think. It's been a while.**
20 Q. Okay. Okay. I -- I think that -- that
21 number is right.
22 So if there are 57 steps, that's one way,
23 right?
24 **A. Yes.**
25 Q. Okay. So 57 steps on the down

Page 98

<p>1 escalator, 57 steps on the up escalator?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. And so the down escalator, which</p> <p>4 is the problem escalator at -- at issue in this</p> <p>5 case, would that then have 228 rollers?</p> <p>6 A. Sure.</p> <p>7 Q. Because it's 57 times 4?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And so out of the 228, you did</p> <p>10 an inspection, and you looked, and you saw the</p> <p>11 need to replace 26 of them?</p> <p>12 A. On the up unit? Yes.</p> <p>13 Q. On the up unit. Okay.</p> <p>14 Did you look at the other 202 rollers?</p> <p>15 A. Are you talking about on the up unit?</p> <p>16 Q. Yes.</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And they didn't need replacing</p> <p>19 at the time?</p> <p>20 A. No.</p> <p>21 Q. Okay. Now, the e-mail says some of the</p> <p>22 up escalator rollers are okay, but it doesn't say</p> <p>23 anything at all about the down roller -- down</p> <p>24 escalator rollers.</p> <p>25 Do you know why there was no mention of</p> <p style="text-align: right;">Page 99</p>	<p>1 step-chain roller assemblies that take grease,</p> <p>2 observed operation, and returned to service,"</p> <p>3 which means every roller on the entire escalator</p> <p>4 had the grease Zerk on the step chain end of it.</p> <p>5 There's two Zerks every single step, so I greased</p> <p>6 every step, observed every roller on the step</p> <p>7 itself and on the chain itself as well, which was</p> <p>8 just days before the accident.</p> <p>9 Q. Got it. And it -- it says here, you</p> <p>10 searched for new step rollers.</p> <p>11 Did you not find any?</p> <p>12 A. Yes, I did.</p> <p>13 Q. You did?</p> <p>14 A. But I put it in that I searched for</p> <p>15 them because it took a little bit of time to get</p> <p>16 them --</p> <p>17 Q. Okay.</p> <p>18 A. -- on the job, because there are</p> <p>19 supplies in multiple places.</p> <p>20 Q. Okay. But you didn't put in new step</p> <p>21 rollers?</p> <p>22 A. If it says I searched for them, I</p> <p>23 probably replaced a few.</p> <p>24 Q. Okay. But it doesn't say on here that</p> <p>25 you replaced them?</p> <p style="text-align: right;">Page 101</p>
<p>1 the down escalator?</p> <p>2 A. Maybe that was the escalator that was</p> <p>3 an issue at hand.</p> <p>4 Q. Okay. Do you recall if you looked at</p> <p>5 the down-escalator rollers at that time?</p> <p>6 A. Let me look at the e-mail. Not -- I</p> <p>7 don't recall, on that date.</p> <p>8 Q. Okay.</p> <p>9 A. I can recall another date, if you'd</p> <p>10 like.</p> <p>11 Q. Yeah. What other date is that?</p> <p>12 A. Refer to Exhibit 1 --</p> <p>13 Q. Okay.</p> <p>14 A. -- second page; right before the</p> <p>15 incident, which would be 5/7/2015.</p> <p>16 Q. Yes.</p> <p>17 A. They said the handrail was squeaking --</p> <p>18 Q. Um-hum.</p> <p>19 A. -- which it wasn't. It was actually</p> <p>20 the steps themselves were making a little noise.</p> <p>21 So it says "Down escalator" for Resolution.</p> <p>22 You see that?</p> <p>23 Q. Yes.</p> <p>24 A. "Acquired grease gun, greased and</p> <p>25 searched for new step rollers, greased all</p> <p style="text-align: right;">Page 100</p>	<p>1 A. Not on that sheet, no.</p> <p>2 Q. Okay. Where else would it say it?</p> <p>3 A. Nowhere, probably.</p> <p>4 Q. Okay. Would that -- do you think that</p> <p>5 would have been important to put in that you</p> <p>6 replaced some step rollers?</p> <p>7 A. Possibility. But if it says I</p> <p>8 inspected and properly greased all step-chain</p> <p>9 roller assemblies, I looked at every roller on the</p> <p>10 unit.</p> <p>11 Q. Okay. So if you search for step</p> <p>12 rollers and you can't find them at the facility,</p> <p>13 then the second-best thing is to apply the grease,</p> <p>14 which you did?</p> <p>15 A. Apply the grease, yes, and find rollers</p> <p>16 at another facility.</p> <p>17 Q. Got it. Okay.</p> <p>18 A. There's a main -- there's a lot of</p> <p>19 escalators with the same model. We have parts</p> <p>20 spread all over town.</p> <p>21 Q. Okay. All right.</p> <p>22 A. Or in my vehicle.</p> <p>23 Q. All right. Okay. All right. So on</p> <p>24 the next page, 2188, there's an e-mail from Don</p> <p>25 to -- to Scott on -- on a Sunday; that's</p> <p style="text-align: right;">Page 102</p>

1 September 26, 2010.
2 Do you see that?
3 **A. Yes.**
4 Q. And do you know who Michael Newman is?
5 **A. Yes.**
6 Q. Who is Michael Newman?
7 **A. I believe he's the -- one of the safety**
8 **directors there at the Golden Nugget.**
9 Q. Laughlin?
10 **A. Yes.**
11 Q. When you say "one of the safety
12 directors," were there multiple safety directors?
13 **A. There may have been. I don't know.**
14 Q. Okay. Besides Michael, do you recall
15 any other safety directors by name?
16 **A. No.**
17 Q. Okay. In your eight years of
18 experience at the Laughlin Nugget, did you deal
19 with more than one safety director?
20 **A. I just dealt with him, I believe.**
21 Q. Okay. Was Michael there the entire
22 eight years?
23 **A. I don't recall.**
24 Q. Okay. Now, mainly, you said you --
25 you -- you dealt with Don, who was the head of

Page 103

1 facilities.
2 What's your understanding of what the
3 Laughlin safety directors do, based on your
4 personal knowledge, if you know?
5 **A. What he does? He makes sure that, if**
6 **there's an escalator accident, he calls the state.**
7 **That's all I know.**
8 Q. Okay. So that was his job; that wasn't
9 Don's job, in your -- in your knowledge?
10 **A. It could be any of their jobs, as long**
11 **as someone notifies the state --**
12 Q. Okay. All right.
13 **A. -- because after an accident, they have**
14 **to call everyone.**
15 Q. Got it.
16 Now, does the casino have to call the
17 state, or does Thyssen do it?
18 **A. The casino.**
19 Q. The casino. Okay. All right.
20 So reading the -- the e-mail from Don, it
21 says, the first sentence, quote, Our up escalator
22 had a step crash the unit Saturday night, close
23 quote.
24 Do you see that?
25 **A. Yes.**

Page 104

1 Q. What does it mean to crash an
2 escalator?
3 **A. It means that one of the step rollers**
4 **may have broke, and the step crashed into the comb**
5 **plates at the top, where the teeth are.**
6 Q. Okay.
7 **A. Or someone could have jammed something**
8 **in there -- not on this occasion -- but they could**
9 **jam something in the teeth, and it could crash as**
10 **well.**
11 Q. Okay. So how else could an escalator
12 step crash a unit?
13 **A. If somebody decides to put a huge load**
14 **on the escalator, the step can break.**
15 Q. Okay.
16 **A. We're talking over a thousand, two**
17 **thousand pounds here.**
18 Q. Okay.
19 **A. Or shoving a 2-by-4 from that into the**
20 **ceiling, and it will blow through the steps --**
21 Q. Right. Right.
22 **A. -- which has been done before.**
23 Q. Yes.
24 Now, the e-mail goes on to state that,
25 quote, This seems to be an ongoing issue, close

Page 105

1 quote, and that it has been less than two weeks
2 since the last crash.
3 Do you see that?
4 **A. Yes.**
5 Q. Is it expected for escalator steps to
6 crash the unit on an ongoing basis, as described
7 in the e-mail? Is that normal?
8 **A. Not normally, but it does happen.**
9 Q. Okay. Is that a safety issue, then?
10 **A. Each issue is different.**
11 Q. Right. But --
12 **A. It can cause a safety issue.**
13 Q. Okay. So what -- what kind of issues
14 can such crashes pose for the riding public?
15 **A. It can stop the escalator, and they**
16 **could fall down.**
17 Q. So it looks like -- taking these two
18 e-mails together, it appears that on
19 September 26th, Hartmann asked Scott to have
20 someone check the steps for damaged or worn-out
21 rollers. And then, the next day, on the 27th,
22 Olsen said that you, Chris, had already replaced
23 26 rollers the week before, right?
24 MS. MASTRANGELO: Object to the form. I
25 think that mischaracterizes the e-mails.

Page 106

1 BY MR. IQBAL:
2 Q. So just -- just to clarify -- let's --
3 let's go back to the -- the original e-mail, okay,
4 on the second page.
5 So that e-mail, on the second page, which
6 is JNB 002188, that's sent September 26, 2010.
7 Do you see that?
8 **A. Yes.**
9 Q. Okay. So -- and it says Sunday,
10 September 26th, correct?
11 **A. Yes.**
12 Q. Okay. And this e-mail is sent to Scott
13 from Don?
14 **A. Sure.**
15 Q. And it -- it says, quote, Our up
16 escalator had a step crash the unit Saturday
17 night, close quote.
18 Do you see that?
19 **A. Yes.**
20 Q. Okay. So -- and then, at the end of
21 the e-mail, he says, quote, This seems to be an
22 ongoing issue lately, as it has not even been two
23 weeks since the last crash, close quote.
24 **A. Yes, I see that.**
25 Q. Do you see that?

Page 107

1 **A. Yes.**
2 Q. Okay. So that was on the 26th.
3 So the -- and going back to the first
4 page --
5 **A. Before you go any further --**
6 Q. Yes.
7 **A. -- is there any information regarding**
8 **the repair tickets or anything?**
9 Q. Yes. We -- we'll -- we'll get to that.
10 I'm just -- I'm just asking on these two e-mails.
11 So when you go to the first page, 2187 --
12 **A. Um-hum.**
13 Q. -- that e-mail looks like Scott
14 responding to Don, correct?
15 **A. Yes.**
16 Q. Okay. And that is sent Monday,
17 September 27th, correct?
18 **A. Yes.**
19 Q. The next day?
20 **A. Um-hum.**
21 Q. Okay. And in that, Scott tells Don
22 that, quote, Chris, our escalator mechanic -- I --
23 quote, I spoke with Chris, our escalator mechanic,
24 today. He indicated that he was in this unit last
25 week and had replaced 26 rollers and didn't see

Page 108

1 the need to replace any more at the time, close
2 quote.
3 Do you see that?
4 **A. Yes.**
5 Q. So, presumably, the last week, before
6 the 27th and before the 26th, you had replaced
7 26 rollers, correct?
8 **A. Yes.**
9 Q. Okay.
10 **A. But it doesn't say that it caused the**
11 **accident or the step crashed in this e-mail.**
12 Q. Right.
13 **A. It could be the rollers, or it could be**
14 **something else.**
15 Q. Right. So if the rollers had already
16 been replaced, what else could make the step crash
17 the escalator?
18 **A. At one point in time, the motor itself**
19 **broke a weld, and the motor attached to the**
20 **gearbox fell down and went into the steps and**
21 **wrecked the unit.**
22 Q. Okay.
23 **A. So that's -- that's one of the times.**
24 Q. Okay.
25 **A. But I don't know if it was around this**

Page 109

1 **date or when it was, if I don't have the**
2 **information in front of me.**
3 Q. Got it.
4 So it doesn't have to be the rollers at
5 all that -- that makes a -- a step crash the
6 escalator?
7 **A. No. It could be the -- the motor, by**
8 **doing that; or it could be the -- the comb plates**
9 **could be loose, and they can fall into the step,**
10 **and then the step just crashes into the -- comb**
11 **plate; or it could also be -- the step treads**
12 **themselves have six little screws on each**
13 **individual one, and there's three on those**
14 **units -- or was at the time, where the tread can**
15 **come loose, and it can crash into the end.**
16 Q. Okay. So, to your knowledge, why do
17 you think Scott was just focused on the rollers,
18 then?
19 **A. I have no idea.**
20 Q. Okay. So if we look back to Exhibit 1,
21 is there -- is there any indication in the account
22 history report that the rollers on the down
23 escalator were examined in September of 2010?
24 MS. MASTRANGELO: Object to the form,
25 foundation.

Page 110

<p>1 A. In two thousand what? 2 BY MR. IQBAL: 3 Q. In 2010. 4 A. I'd have to look. 5 Q. Take your time. 6 A. (Witness reviews document.) 7 MS. MASTRANGELO: That's not going to help. 8 MR. IQBAL: What's that? 9 MS. MASTRANGELO: They don't go back to 10 2010, the letters we talked about a minute ago. 11 MR. IQBAL: Right, right. 12 BY MR. IQBAL: 13 Q. So at least on this accident history 14 report, because it -- it doesn't go back to 2010, 15 there -- there wouldn't be any indication that 16 the -- the rollers on the down escalator were 17 examined on this report, correct? 18 A. According to what? 19 Q. According to this report. 20 This report wouldn't have any inspection 21 that occurred in 2010, correct? 22 A. According to this report or this report 23 (indicating)? 24 Q. The accident history report. 25 A. The accident themselves, now?</p> <p>Page 111</p>	<p>1 Q. Okay. Is that company policy? 2 A. I don't know if it's company policy, 3 but that's what I do. 4 Q. Okay. Okay. 5 A. Because if one engine's having a 6 problem, you can guarantee the other one probably 7 is. 8 Q. Okay. Okay. 9 A. Because there's age -- you know, if you 10 got one set of tires in the front of your car, the 11 back ones are probably gone. 12 Q. Yes. Okay. All right. 13 And is that something that you did 14 typically from 2010 to 2018? 15 A. Yes. I would check the step rollers, 16 make sure nothing was coming loose -- 17 Q. Okay. 18 A. -- make sure the steps are good. 19 Q. So we were just talking about the 20 26 rollers that were replaced on the -- on the up 21 escalator. 22 And you're -- you're -- you're say -- 23 you're testifying that if you had that kind of an 24 issue, even the specific issue of the 26 rollers 25 that were replaced on the up escalator, you would</p> <p>Page 113</p>
<p>1 Q. So the question is, because this 2 account history report doesn't go back to 2010, it 3 wouldn't show any inspection of the down escalator 4 rollers in 2010, correct? 5 A. If it doesn't go back that far, yes. 6 But if the other one was having issues with 7 crashes, the down one, I can guarantee, was 8 checked as well. 9 Q. Okay. Okay. But we don't -- we -- we 10 just don't have -- 11 A. There's no written documentation -- 12 Q. Okay. 13 A. -- at this point, in front of us. 14 Q. Okay. Okay. 15 A. For at least in 2010. But in 2015, it 16 shows that I looked at the step rollers. 17 Q. Right. Right. So you -- you -- you 18 said, if there's an issue with the up-escalator 19 rollers, then you -- you guarantee that you would 20 have looked at the -- the down? 21 A. Yes. 22 Q. Okay. Was that -- 23 A. And, likewise, if there was an issue 24 with the down escalator, with the rollers, the 25 steps, I would look at the up unit as well.</p> <p>Page 112</p>	<p>1 have absolutely checked the down escalator as 2 well? 3 A. Yes. 4 Q. Okay. All right. Let's go to 5 Exhibit 2. And we're going to go to the very 6 back. We're going to navigate using the -- the 7 numbers at the bottom, JNB 2196, which is the 8 second-to-last page, and the last page, 2197. 9 Let me know when you're there. 10 A. Yes. 11 Q. Okay. So if you look at the -- the 12 two pages, it looks like a back-and -- an e-mail 13 chain between Larry and -- Larry sending one 14 e-mail and then Don Hartmann responding. 15 Do you see that? 16 A. Yes. At the top, there's Don Hartmann; 17 at the bottom, there's Larry? 18 Q. Yes. Okay. 19 A. Yes. 20 Q. All right. So on the second page -- 21 this is in Larry's -- Larry's e-mail. It was sent 22 to Clint, who I'll represent is a VP at -- at 23 Golden Nugget. It -- there -- there's a reference 24 to a -- a state NOV. 25 What's an NOV?</p> <p>Page 114</p>

1 **A. Notice of violation.**
2 Q. Okay. And it -- it involves a
3 step/skirt index testing.
4 Do you see that?
5 **A. Yes.**
6 Q. What is step/skirt index testing?
7 **A. The index testing involves tests to see**
8 **how much gap there is on both sides of the**
9 **escalator steps, between the skirt and the step,**
10 **as you're going down the unit, on both sides; and**
11 **to make sure that it's pretty much in a straight**
12 **line within a certain measurement, which I cannot**
13 **quote for you, the measurement.**
14 Q. Okay. What would cause the straight
15 line to become wider or more narrow?
16 **A. It could have been -- it could have**
17 **been installed at a wider width originally.**
18 Q. Okay. All right. Does the e-mail
19 chain indicate that the -- the state issued a
20 notice of violation to the Nugget regarding the --
21 the step/skirt index testing?
22 **A. (Witness reviews document.)**
23 Q. It's going to be on page 2.
24 **A. Yes. I was looking to see what it says**
25 **right here.**

Page 115

1 Q. So on that page 2917, if you go to
2 the -- the second paragraph, at the top, it says,
3 "Please note." This is from Larry.
4 **A. Yes, I see it.**
5 Q. Okay. And it says, quote, Please note
6 that we performed the step/skirt index testing at
7 no charge to Golden Nugget Laughlin following the
8 state NOV, close quote.
9 You said -- can we assume, looking at
10 this, that the Nugget received an NOV based on the
11 step/skirt index testing?
12 **A. It appears to be so.**
13 Q. All right. So what -- what issues
14 might arise that make the step/skirt index testing
15 important?
16 **A. So that the steps are straight; so if**
17 **there's too big of a gap, you can lose fingers in**
18 **there --**
19 Q. Okay.
20 **A. -- something like that. You can lose a**
21 **shoe. A shoe can get stuck in the side, between**
22 **the step and the skirt.**
23 Q. Any other problems that could be caused
24 by too large of a gap?
25 **A. That's all that I know of.**

Page 116

1 Q. That's all you know of?
2 **A. (Nodding.)**
3 Q. Okay. And it says here, "The skirt
4 index testing took approximately two days for our
5 repair team to perform."
6 Do -- do you -- do you see that sentence
7 there, in the "Please note" paragraph?
8 **A. On the second page.**
9 Q. Yes. It's the last sentence on that
10 second paragraph.
11 **A. Yes, I see it. I don't know why it**
12 **took two days --**
13 Q. Okay.
14 **A. -- because I was there, and it didn't**
15 **take that long.**
16 Q. How long did it take?
17 **A. I think it only took a day.**
18 Q. Does it typically take a day?
19 **A. Depend -- for the unit -- each unit, it**
20 **takes a little while to get the unit set up. We**
21 **may have had to get a separate unit to function**
22 **properly.**
23 Q. Okay.
24 **A. But you have to record each side with**
25 **the laptop two times.**

Page 117

1 Q. Okay. And so to do an up escalator and
2 a down escalator, typically, you can finish that
3 in a day?
4 **A. Probably.**
5 Q. Okay. So -- and you said this -- it
6 only took a day.
7 So you remember that it only took a day?
8 **A. I believe so. I don't think it took**
9 **two days.**
10 Q. Okay. Do you have any reason --
11 **A. If it was out of a lot of adjustment,**
12 **possibly --**
13 Q. Okay. All right.
14 **A. -- because you would have to move every**
15 **panel on the escalator to adjust it.**
16 Q. Yes. Okay.
17 So when you go back to the first page --
18 this is still Larry's e-mail to Clint -- and if
19 you look on the first paragraph, that starts "Per
20 our conversations."
21 Do you see that?
22 **A. Yes.**
23 Q. Okay. The -- the second sentence says,
24 quote, As I mentioned, I spoke with the
25 manufacturer's representative, and he recommended

Page 118

<p>1 that if approximately one-third of the steps are</p> <p>2 cracked on a particular unit, then all of the</p> <p>3 steps should be replaced, closed quote.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. What can cause escalator steps to</p> <p>7 crack?</p> <p>8 A. Do you have the piece of paper</p> <p>9 regarding the KONE step cracks?</p> <p>10 Q. Yes (handing).</p> <p>11 MS. MASTRANGELO: No. I have it if you</p> <p>12 want to use it. He's talking about the OEM --</p> <p>13 A. It's a known condition --</p> <p>14 MS. MASTRANGELO: -- product bulletin.</p> <p>15 A. -- of a Montgomery escalator, that</p> <p>16 their stairs will crack.</p> <p>17 BY MR. IQBAL:</p> <p>18 Q. You just said it -- it's a known</p> <p>19 condition?</p> <p>20 A. It's a known condition by the</p> <p>21 manufacturer that built the escalator.</p> <p>22 Q. Okay.</p> <p>23 MS. MASTRANGELO: You can use this if you</p> <p>24 want it. I don't want to show it to him if you</p> <p>25 don't want him to see it.</p> <p>Page 119</p>	<p>1 measurement, you have to replace the steps.</p> <p>2 Q. Do you agree with KONE?</p> <p>3 A. I don't like looking at cracks in the</p> <p>4 steps myself.</p> <p>5 Q. Okay.</p> <p>6 A. It appears to be a resolution, as --</p> <p>7 there's a lot of steps out there under the same</p> <p>8 condition.</p> <p>9 Q. Okay. But you would disagree with the</p> <p>10 KONE position that you can still use a step if you</p> <p>11 drill through it?</p> <p>12 A. I would agree that you can use it as</p> <p>13 long as it stops the crack.</p> <p>14 Q. Okay. But you personally don't like</p> <p>15 that approach?</p> <p>16 A. Who wants a crack in anything?</p> <p>17 Q. Okay. So your personal position is, if</p> <p>18 there are cracks in a step, then you would replace</p> <p>19 it?</p> <p>20 A. I at least recommend it to the</p> <p>21 manufacturer -- or to the owner that we should</p> <p>22 replace it anytime; like, it -- it is safe, but it</p> <p>23 needs to be replaced in due time.</p> <p>24 Q. Okay. If a crack is slightly larger,</p> <p>25 then, would you still say the step is safe?</p> <p>Page 121</p>
<p>1 MR. IQBAL: Okay.</p> <p>2 A. But I can explain it?</p> <p>3 BY MR. IQBAL:</p> <p>4 Q. Sure. Please do.</p> <p>5 A. On those-style steps, they were welded</p> <p>6 at the corners of the bottom, so there's no flex</p> <p>7 to the steps. So over time, they generate cracks,</p> <p>8 and they get cracks on the -- on the -- on the</p> <p>9 bottom on the base, they get a crack that runs</p> <p>10 down this way (indicating) that it can go a</p> <p>11 certain -- I think it's an inch -- inch or so,</p> <p>12 inch and a quarter, and you can drill a hole in it</p> <p>13 to stop the crack. And they say it could still</p> <p>14 run like that, KONE does.</p> <p>15 And then -- but they also can generate</p> <p>16 cracks on the sides, because they have three bolts</p> <p>17 where they hook up under the side of the axles.</p> <p>18 And over time, if those crack, you have to throw</p> <p>19 the steps away immediately.</p> <p>20 Q. Okay.</p> <p>21 A. It's like A called type B step cracks.</p> <p>22 Q. Okay. KONE says you can still run if</p> <p>23 you drill a hole?</p> <p>24 A. If you drill a hole, and if -- if it's</p> <p>25 a certain measurement. If it's beyond the</p> <p>Page 120</p>	<p>1 A. If it's slightly larger than what's</p> <p>2 explained in the KONE information pamphlet, it</p> <p>3 needs to be replaced immediately.</p> <p>4 Q. Okay. All right. So this -- this</p> <p>5 statement from -- from Larry, "I spoke with the</p> <p>6 manufacturer's representative" -- that would be</p> <p>7 KONE, because the steps on this specific down</p> <p>8 escalator were KONE steps, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And, as you testified, they were the</p> <p>11 welded steps, correct?</p> <p>12 A. Yes.</p> <p>13 Q. And these welded steps have a known</p> <p>14 history of cracking, correct?</p> <p>15 A. Yes.</p> <p>16 Q. Okay.</p> <p>17 A. The unit also did have several other</p> <p>18 steps that had -- did have the newer-style</p> <p>19 two-axle steps in the unit.</p> <p>20 Q. Right. But it -- it -- it had -- it --</p> <p>21 it had --</p> <p>22 A. Some. But mostly the welded units.</p> <p>23 Q. Got it.</p> <p>24 So just to be clear, that at this time,</p> <p>25 most of the steps in the down escalator were the</p> <p>Page 122</p>

1 older welded KONE steps that had the known
2 cracking problem, correct?
3 **A. Yes.**
4 Q. Okay. Now, do you agree with Larry's
5 statement here -- well, let me -- let me pull this
6 back.
7 Do you agree with the manufacturer's
8 representative, which we discussed as KONE -- do
9 you agree with the -- the recommendation that if
10 approximately one-third of the steps are cracked
11 on a particular unit, that all of the steps should
12 be replaced? Do you agree with that statement?
13 **A. Yes.**
14 Q. Why?
15 **A. Because the other steps are going to**
16 **start cracking soon as well if there's a known**
17 **problem.**
18 Q. Okay. And for you, that one-third is
19 the -- is the magic ratio, or is it one-fourth;
20 like, how many steps need to be cracked on an
21 escalator before you recommend that the entire --
22 all the steps be -- be replaced?
23 **A. I don't have a magic number.**
24 Q. Okay. If you see -- say, on the
25 57 steps, here, if you saw five cracked steps,

Page 123

1 would you recommend that those five be replaced,
2 or would you recommend that all 57 be replaced?
3 **A. At least those five, and inspect the**
4 **rest.**
5 Q. Okay. Okay. But you would agree with
6 the statement and the recommendation here that if
7 approximately one-third of the steps are cracked,
8 then all the steps should be replaced, because you
9 could have other problems come up?
10 **A. Yes, if the manufacturer recommends it.**
11 Q. Okay. All right. Now we're going to
12 go back to -- we're going to go back to Exhibit 1.
13 And, again, using the Bates numbers as our guide,
14 let's go to JNB 002034.
15 **A. What was it?**
16 Q. 002034.
17 **A. Is that in Exhibit 1 or 2?**
18 Q. Exhibit 1.
19 **A. (Witness reviews document.) Got it.**
20 Q. Did you have any part to play in
21 preparing this report?
22 **A. I believe I inspected the steps.**
23 Q. Okay.
24 **A. But I didn't write the information in**
25 **here.**

Page 124

1 Q. Got it.
2 And as we talked about before, this would
3 have been generated in the office by somebody?
4 **A. Yes.**
5 Q. Okay. But in terms of the We
6 inspected, quote/unquote -- under "Safety matter,"
7 the, quote/unquote, We inspected, on that first
8 line, that would be you, right? You would have
9 been involved?
10 **A. "We" means ThyssenKrupp --**
11 Q. Right.
12 **A. -- so it would be me.**
13 Q. It would be you. Okay.
14 And so it -- it says here, "Per the NOV
15 dated August 17, 2012, and August 18, 2012."
16 Does that mean two notices of violation
17 or one?
18 **A. It says "Item 2," so I'm thinking it's**
19 **one. But it was over a two-day period, possibly.**
20 Q. Okay.
21 **A. Unless you have the NOV in front of us,**
22 **you know, it's hard to tell.**
23 Q. Got it. Got it.
24 What is "OEM" on that second line?
25 **A. "Original equipment manufacturer."**

Page 125

1 Q. That would be KONE?
2 **A. That appears to be, yes.**
3 Q. Yes. And the -- the bulletin is the
4 product bulletin?
5 **A. From KONE.**
6 Q. Okay. Got it.
7 And it says here, quote, Per the attached
8 document from the OEM, this type of step is prone
9 to develop cracks, which can cause a serious
10 safety issue for the riding passengers, close
11 quote.
12 Do you see that?
13 **A. Yes.**
14 Q. Do you agree with that assessment?
15 **A. Yes.**
16 Q. Okay. Did you communicate your
17 concerns after the inspection to Scott Olsen or --
18 and/or Larry?
19 **A. Yes, and -- as well as Don Hartmann.**
20 Q. You also told Don about this?
21 **A. Yes.**
22 Q. Okay. And you recommended that the --
23 the steps be replaced immediately?
24 **A. Not immediately, but I recommended they**
25 **needed replacement, as it says here.**

Page 126

1 Q. Okay. So at the time that this repair
2 order was generated in September 12th, you had
3 just finished an inspection following a notice of
4 violation, correct?
5 **A. Yes.**
6 Q. And in your inspection, you identified
7 that more than 30 steps have cracks, correct?
8 **A. Yes.**
9 Q. And 30 out of 57 is -- I'm sorry -- 30
10 out of 118 -- and he identifies that -- or whoever
11 wrote the report -- the report identifies, quote,
12 A significant amount of your steps already have
13 cracks, close quote.
14 Do you see that?
15 **A. Yes.**
16 Q. Would you agree that the 30 out of the
17 118 constitutes a significant amount?
18 **A. Yes.**
19 Q. Okay. And you also agree with the
20 recommendation that all of the steps, all 118, be
21 replaced?
22 **A. Yes.**
23 Q. And, in fact, you originally made the
24 recommendation, and then that ended up in the
25 report, because you did the inspection?

Page 127

1 **A. Yes.**
2 Q. Is that a yes?
3 **A. Yes.**
4 Q. Okay. So how -- how can a cracked
5 escalator step cause a serious issue to the riding
6 public?
7 **A. I can speculate?**
8 Q. Yes.
9 **A. If it's larger than the cracks**
10 **explained in that exhibit, or we'll say the OEM**
11 **information, it -- it can crack all the way**
12 **through, and the step can break itself in half --**
13 Q. Okay.
14 **A. -- to my imagination. I've never seen**
15 **it personally happen.**
16 Q. Okay.
17 **A. But it's just physics.**
18 Q. If you have cracked steps, can that
19 lead to a shaky ride?
20 **A. Not normally.**
21 Q. Not normally, but --
22 **A. I'll say no.**
23 Q. Okay. Why -- why did you originally
24 say "not normally"?
25 **A. I don't know.**

Page 128

1 Q. Okay.
2 MR. IQBAL: Can we -- we only have one
3 copy, but we can --
4 MS. MASTRANGELO: -- have it.
5 MR. IQBAL: Okay. We can just introduce
6 this as Exhibit 3.
7 (Exhibit 3, KONE Product Bulletin, was
8 marked for identification.)
9 MR. IQBAL: And -- and, Alex, it's the --
10 the KONE product bulletin, and Rebecca had it.
11 I didn't -- I didn't have it in my -- in my
12 exhibits. So --
13 MS. MCLEOD: Okay.
14 MR. IQBAL: I'll --
15 MS. MCLEOD: Thank you.
16 MR. IQBAL: Yeah. I'll send you a -- a
17 copy.
18 MS. MASTRANGELO: It's been produced at
19 this time?
20 MR. IQBAL: Yes.
21 BY MR. IQBAL:
22 Q. So if you turn over to JNB 002037 -- do
23 you see that?
24 **A. Yes.**
25 Q. So that appears to be another repair

Page 129

1 order, correct? I -- I'm -- I'm looking in 2037,
2 at the bottom.
3 **A. Oh.**
4 Q. It's -- it's still the first exhibit,
5 so it's in your left hand.
6 **A. 37, not 27?**
7 Q. Yes. Sorry.
8 **A. All right.**
9 Q. So if we compare 002037 to 002034, just
10 a couple of pages before that -- we were just on
11 34.
12 **A. Is that the one we were just looking**
13 **at?**
14 Q. Yes. Yes.
15 **A. Yes.**
16 Q. So the one we were looking at from
17 September 12th had a quote of \$89,916.
18 **A. Um-hum.**
19 Q. And that was to replace all 118 steps,
20 correct?
21 **A. It appears.**
22 Q. Yes?
23 **A. Yes.**
24 Q. And, in fact, you made the
25 recommendation, and agree with the repair order

Page 130

1 dated September 12th, recommending replacement of
2 all the steps on both escalators, all 118 steps,
3 correct?
4 **A. Yes, to start fresh.**
5 Q. Right. But then, when we turn to
6 002037, the quote is for 62,214; so it's a reduced
7 quote. And here -- this is a -- a quote: "We are
8 proposing as option 2 the following: We shall
9 replace all of the steps, 58 steps, on the down
10 escalator unit," close quote.
11 Do you see that?
12 **A. Yes.**
13 Q. So why the difference between the two
14 repair orders?
15 **A. I don't generate the repair orders, so**
16 **I don't know.**
17 Q. Okay. So in the first one, in
18 September, the recommendation was to replace all
19 of the steps in both units; and then, in this one,
20 it was to replace all of the steps in the down
21 escalator, right?
22 **A. Yes.**
23 Q. Okay. Was that -- did you ever on
24 occasion have the Nugget Laughlin reject a repair
25 order or ask for the amount to be reduced?

Page 131

1 **A. Not to me personally, but possibly to**
2 **the office.**
3 Q. Okay. And it says here, We will --
4 quote, We will salvage enough older uncracked
5 steps to be able to install these in the up
6 escalator unit where cracked steps have been
7 identified. Additionally, as part of this
8 proposal, we shall perform the step/skirt indexing
9 adjustments on both escalators in order to be
10 compliant with the state NOV.
11 Do you see that?
12 **A. Yes.**
13 Q. So, apparently, the notice of violation
14 with the step/skirt indexing impacted both
15 escalators?
16 **A. For the state index testing, yes.**
17 Q. Okay. So of the two repair orders --
18 **A. Um-hum.**
19 Q. -- the one that calls for replacing all
20 of the steps, and then this one on October 2nd,
21 calling for replacing all of the steps on the
22 down, if it was up to you, which -- which one of
23 these repair orders results in a safer situation?
24 **A. A safer situation?**
25 Q. Yes.

Page 132

1 **A. They would both be -- it would be safe**
2 **if there's no cracks in -- in -- in the steps that**
3 **are replaced in the up unit.**
4 Q. Right.
5 **A. But, eventually, they probably will**
6 **crack, according to the manufacturer.**
7 Q. Right. Is it better to replace the old
8 steps with new steps or use recycled steps,
9 generally?
10 **A. Companies do it all the time. They**
11 **use -- apparently use both.**
12 Q. Right. Right. No, that's not my
13 question, though.
14 My question is, is it safer to replace
15 old steps with new steps or recycled steps?
16 MS. MASTRANGELO: Objection, foundation.
17 MS. MCLEOD: Objection, calls for
18 speculation, expert opinion.
19 **A. They're equally as safe.**
20 BY MR. IQBAL:
21 Q. So your general opinion is that
22 recycled steps are as safe as new steps?
23 **A. If there's no cracks in them, yes.**
24 Q. Okay.
25 **A. Most the -- most of the steps they're**

Page 133

1 **talking about are actually not the welded-style**
2 **steps. In the down unit, there was -- there was a**
3 **portion of the steps that had the thru-axle steps,**
4 **so they were -- I believe the office and the**
5 **Nugget were looking to put the steps that were**
6 **newer into the other unit --**
7 Q. Okay.
8 **A. -- with the thru axles that won't crack**
9 **at all.**
10 Q. Okay. So, then, why make the
11 recommendation -- because you did the inspection
12 and you made the recommendation to replace all
13 118 steps.
14 Why would you make that recommendation if
15 it's just as safe to replace half of them?
16 **A. It's easier to replace with brand-new**
17 **stuff that's cleaner. Nobody wants to work on**
18 **dirty equipment. So if you replace steps that are**
19 **brand-new, it's much easier, and also, you get new**
20 **steps.**
21 Q. So you made the recommendation to
22 replace all of the steps first because it's easier
23 to work on new steps?
24 **A. Yes. They come out quicker.**
25 Q. Okay. There was no safety component

Page 134

1 whatsoever in you recommending all 118 steps?
2 **A. (No response.)**
3 Q. In other words, Chris, did you make the
4 recommendation to replace all 118 steps just
5 because it would be easier for you to work on
6 them, or did you make the recommendation based on
7 a safety concern?
8 **A. Both.**
9 Q. Both. Okay.
10 So -- because it says "Safety Concern" on
11 that first repair order from September?
12 **A. Yes. And, most likely, the reason that**
13 **it says safety matter is so that they get the**
14 **customer's approval to sign it as well.**
15 Q. Okay. So sometimes "Safety Concern"
16 will be put on work orders just to get the
17 customer to sign?
18 **A. Possibly. I don't know. I'm not a**
19 **salesman.**
20 Q. Right. But we have two repair orders.
21 **A. I know. I didn't generate the second**
22 **repair order. I don't generate repair orders.**
23 Q. I understand. I understand.
24 **A. The office was probably trying to give**
25 **them a different avenue to look at. I don't know.**

Page 135

1 Q. Right. Right. I -- let's not worry
2 about the repair order.
3 It talks about the inspections, which --
4 you did the inspections, and you recommended that
5 all 118 steps be replaced, correct?
6 **A. Yes.**
7 Q. Okay. And you did that for two
8 reasons, as you just testified, correct?
9 **A. Yes.**
10 Q. Okay. One of them is that it's easier
11 for you to work on new steps, and it's cleaner;
12 and then the other reason is for safety, correct?
13 **A. Yes.**
14 Q. Okay.
15 **A. And, as well, when you're replacing all**
16 **new steps as well, you're getting all new rollers,**
17 **so you're starting out fresh, so you don't have**
18 **any of the roller problems as well.**
19 Q. Okay. So back to my original question.
20 Of the two repair orders, the repair
21 order where 118 steps are replaced, results in a
22 safer situation than where only 57 steps are
23 replaced, in your experience, correct?
24 MS. MCLEOD: Objection, calls for
25 speculation and expert opinion.

Page 136

1 **A. I'm not an expert on safety. I can't**
2 **answer that.**
3 BY MR. IQBAL:
4 Q. Right. But you just said that when you
5 get new steps, you also have new rollers, correct?
6 **A. Yes. So it would be safer, in turn.**
7 Q. Okay. So replacing all 118 steps would
8 be safer than just replacing 57, correct?
9 **A. Yes.**
10 Q. Okay. And the difference in the two
11 repair orders, if you take a look -- I don't -- I
12 want to make sure that my math is right -- is
13 89,900 versus 62,200, roughly.
14 Did I read that right?
15 **A. Yes.**
16 Q. Okay. So it's a difference of \$27,700,
17 approximately?
18 **A. Yes.**
19 Q. Okay. And when you make
20 recommendations for replacement, you're doing that
21 for, as you said, ease of working on the machine
22 and also safety, correct?
23 **A. Yes.**
24 Q. And you wouldn't make any
25 recommendations just to inflate an invoice,

Page 137

1 correct?
2 **A. No. It doesn't help me at all.**
3 Q. Right. So the only recommendations
4 that you would make would be recommendations that
5 you think are necessary, correct?
6 **A. Necessary.**
7 Q. Okay. Do you know, looking at the
8 account history, what actually happened to this
9 issue in 2012, if the steps were replaced?
10 **A. All the steps? There were -- I know**
11 **there was a few steps replaced, but --**
12 Q. In 2012?
13 **A. Yes. But not all of them.**
14 Q. Was -- do you recall if all 57 in the
15 down escalator were replaced?
16 **A. No.**
17 Q. You don't recall?
18 **A. They weren't replaced.**
19 Q. They were not replaced?
20 **A. No.**
21 Q. Okay. Do you know why they weren't
22 replaced?
23 **A. Not to my knowledge. I know they were**
24 **offered from the salesmen. From that point, I**
25 **don't know.**

Page 138

1 Q. So if they were offered from Thyssen,
2 then it was probably Nugget who said no?
3 **A. Yes. We usually like doing work for**
4 **money.**
5 Q. What's that?
6 **A. We usually like doing work for money.**
7 Q. Right. Right. So the folks saying no
8 to the repair orders would have been Nugget,
9 correct?
10 **A. To my knowledge, yes.**
11 Q. Okay. And they said no to even the
12 second repair order, that recommended replacing
13 the 58 steps, correct?
14 **A. It doesn't appear to be signed, so,**
15 **yes.**
16 Q. They said no?
17 **A. Yes, they said no.**
18 Q. Okay. So they said no to replacing all
19 118 steps in the first repair order, and they said
20 no to replacing the 57 steps in this October 2nd
21 repair order, correct?
22 **A. Yes, at that time. Yes.**
23 Q. Okay. Can you find for me on the
24 account -- and -- and after this, we can take a
25 break, because we need to do a media change. But
Page 139

1 this -- I have this one last question.
2 Can you find for me the 2012 or 2013 --
3 because this was in October -- the entry that
4 shows the replacement of the steps in either 2012
5 or 2013?
6 **A. How many steps are you talking about?**
7 Q. Well, can you find any entry for any
8 replacement of any number of steps in 2012 or
9 2013? Would that be on-site repair, right? That
10 would be under the on-site repair section?
11 **A. Possibly.**
12 MS. MASTRANGELO: I think, if you start at
13 the back and move forward, because they're
14 time-based, but backwards. So the 2012 will be
15 at the very end of that section of exhibit.
16 **A. Right there. 12/5/12 -- 2012.**
17 BY MR. IQBAL:
18 Q. What page are you on?
19 **A. It will be JNB 002029. The top entry.**
20 Q. Yes. So this happened December 5, 2012,
21 correct?
22 **A. That's what it says here.**
23 Q. Okay. And, in your recollection, a few
24 steps were replaced, correct?
25 **A. Yes.**
Page 140

1 Q. Okay. So --
2 **A. As well -- as well as a clean-down was**
3 **done too.**
4 Q. Right. Right. I'm just talking about
5 the replacement of the steps.
6 **A. Sure.**
7 Q. So we have the repair order from
8 September 12, 2012, recommending the replacement
9 of 114 steps; we have the October 2nd repair order
10 with an option for replacing 57 steps; and then we
11 have the actual work being done in December of
12 2005 with replacing a few steps, in your
13 recollection?
14 **A. Yes.**
15 Q. Okay. So between September 12th, or
16 whenever the issue first arose, and December 5,
17 people were using that escalator with cracked
18 steps?
19 **A. Yes.**
20 Q. And as is written, it -- that's --
21 that's a safety issue, right?
22 **A. Well, as outlined in Exhibit 3, KONE**
23 **says it's okay.**
24 Q. Right. No, that's not what I'm asking.
25 But in your repair orders, that -- that's
Page 141

1 a safety issue, right?
2 **A. I believed it was.**
3 Q. You did personally?
4 **A. Yes.**
5 Q. Okay.
6 MR. IQBAL: Should we take a break? Let's
7 go off the record.
8 VIDEOGRAPHER: This marks the end of media
9 number 2. We're going off the record at
10 1:13 p.m.
11 (Recess taken.)
12
13
14
15
16
17
18
19
20
21
22
23
24
25
Page 142

1 AFTERNOON SESSION
2 (2:07 p.m.)
3 VIDEOGRAPHER: This marks the start of
4 media number 3. We are back on the record at
5 2:07 p.m.
6 CONTINUED EXAMINATION
7 BY MR. IQBAL:
8 Q. Mr. Dutcher, welcome back. Just, same
9 statement I made after the first break.
10 You understand that you're still under
11 oath?
12 A. Yes.
13 Q. Okay. During the break, did you speak
14 with anyone regarding your testimony?
15 A. No.
16 Q. All right. If you go to that
17 Exhibit 1, JNB 2029, at the top there, we -- we --
18 we were talking about this before the -- the
19 break.
20 And December 5, 2012, was when you
21 replaced a few steps, correct?
22 A. Yes.
23 Q. And that replacement that happened in
24 December is related to the two repair orders, one
25 for September 12th and one for October, from 2034

Page 143

1 and 2037; that's correct, right?
2 A. Reading in here, it may not be that --
3 there may be a few steps replaced, but it looks
4 like, after we cleaned the unit down, we installed
5 the steps, is what it should have said.
6 Q. Right. But that event, December 5,
7 2012, relates to the two repair orders that we
8 saw, correct?
9 A. Yes.
10 Q. And the repair orders are on JNB 2034,
11 same packet?
12 A. Yes.
13 Q. And JNB 2034 references the repair
14 order dated September 12, 2012.
15 Do you see that?
16 A. Yes, I see that.
17 Q. And then, a few pages after that,
18 JNB 2037 references -- that's the page for the
19 repair order from October 2, 2012, correct?
20 A. Yes.
21 Q. Okay. And so you have the two repair
22 orders from September and then October.
23 And then, ultimately, a few steps were
24 replaced in December, correct?
25 A. Yes.

Page 144

1 Q. Why did it take three months to replace
2 the steps?
3 MS. MASTRANGELO: Calls for speculation.
4 Go ahead.
5 MS. MCLEOD: Objection, calls for
6 speculation.
7 A. I don't know, but it looks like we did
8 the clean-down, so that may have been necessary
9 for a clean-down.
10 BY MR. IQBAL:
11 Q. Right. But the --
12 A. I don't know.
13 Q. Okay. And your answer, "I don't know,"
14 is to the question, why did it take three months
15 to replace the steps, right?
16 A. Yes.
17 Q. Okay. Now, was Thyssen responsible for
18 obtaining the new steps, or was that something
19 done by personnel at the Nugget?
20 A. I don't know whose responsibility it
21 was.
22 Q. All right. Typically, when you replace
23 steps, is that a situation where Thyssen provides
24 the steps, or does the customer provide the new
25 steps?

Page 145

1 A. Depending on how many steps it is -- we
2 normally order the steps, but if it's replacing
3 all the steps, as we notice in here we proposed,
4 we would normally order the steps and install
5 them.
6 Q. Okay. But Nugget didn't take either
7 one of those proposals, correct?
8 A. No.
9 Q. They did not?
10 A. No.
11 Q. And do you recall, as you're sitting
12 here today, where those few replacement steps came
13 from that went into the escalator on -- on
14 December 5, 2012?
15 A. They may have been in town or may have
16 ordered them.
17 Q. Okay. Thyssen may have ordered them,
18 or --
19 A. Thyssen ordered them at that point.
20 Q. Okay. Okay. In the same packet,
21 Exhibit 1, if you can go to the very end -- and
22 I -- I'll give you the page number. The page
23 number is JNB 002048.
24 Let me know when you're there.
25 A. I'm there.

Page 146

1 Q. Okay. This looks like a -- a work
2 order dated June 16, 2015, correct?
3 **A. It's what it says here.**
4 Q. Okay. And it looks like a -- a work
5 order for replacement of 40 cracked steps?
6 **A. That's what it says here.**
7 Q. Okay. And at the top it says,
8 "Recommended by Christopher Dutcher."
9 That's you, correct?
10 **A. Yes.**
11 Q. So is it safe to say that you
12 recommended the replacement of the 40 steps
13 showing signs of cracking on the down escalator?
14 **A. Yes.**
15 Q. Okay. Now, we had spoken previously
16 about the manufacturer's recommendation that if
17 more than one-third of the escalator steps show
18 sign of cracking, that all of the steps should be
19 replaced.
20 Do you recall that?
21 **A. That's what it says in the e-mail.**
22 Q. Yes.
23 Here, why did you recommend removing the
24 40 steps showing signs of cracking instead of all
25 57?

Page 147

1 **A. The other steps were thru-axel --**
2 **thru-axle steps, so they didn't need to be**
3 **replaced.**
4 Q. Okay.
5 THE REPORTER: Thru-axle?
6 THE WITNESS: Thru-axle, the new design.
7 BY MR. IQBAL:
8 Q. So why did you -- this
9 recommendation -- it says here, quote, During our
10 inspection, we identified that 40 steps have
11 developed cracks, however, five steps are showing
12 critical cracking, close quote.
13 Did I read that sentence correctly?
14 **A. Yes.**
15 Q. Okay. So when it says, "During our
16 inspection, we identified," that -- that would
17 refer to you, correct?
18 **A. Yes.**
19 Q. Okay. What's the difference between
20 cracks and critical cracks?
21 **A. The type A cracks are the regular**
22 **cracks, where -- on the front of the wrapper sheet**
23 **of the escalator step; and the critical cracks --**
24 **cracks are on the side, where the escalator bolts**
25 **to, on the unit with the step chain.**

Page 148

1 Q. Okay.
2 **A. And if it's critical, they have to be**
3 **replaced immediately.**
4 Q. Immediately?
5 **A. Yes.**
6 Q. Okay. And it says "Safety matter."
7 And with respect to this recommendation,
8 you thought it was a safety matter at that point?
9 **A. Yes.**
10 Q. And you, stating the critical
11 cracking -- any steps that show critical cracking,
12 you would -- you would recommend that they be
13 replaced immediately?
14 **A. Yes.**
15 Q. Other than your inspection and your
16 recommendation, did you have any other role in
17 creating this work order?
18 **A. No.**
19 Q. Okay. This work order came out of the
20 ThyssenKrupp Las Vegas office, correct?
21 **A. Yes.**
22 Q. Okay. When would this inspection have
23 occurred? And you can reference the account
24 history if you'd like.
25 **A. (No response.)**

Page 149

1 Q. Maybe I can help. On JNB 002022,
2 you'll see a -- an entry for 5/28/2015.
3 Do you see that?
4 **A. Yes, I see that.**
5 Q. Is it possible that the inspection
6 happened around that time?
7 **A. Just give me a moment. (Witness**
8 **reviews document.)**
9 Q. Sure. Take your time.
10 **A. Probably on 5/27/2015.**
11 Q. That's when the inspection referenced
12 in the June 16, 2015, work order probably
13 occurred?
14 **A. That's what it looks like.**
15 Q. Okay. And above that, you have an
16 entry from 5/28, where it says, under Resolution,
17 quote, Down escalator, customer relations with Don
18 Hartmann about cracked steps and worn step chain,
19 close quote.
20 Do you see that?
21 **A. Yes.**
22 Q. Is it fair to say that you had a
23 discussion with Don about the critical steps and
24 the other cracked steps?
25 **A. Probably both. But I may have replaced**

Page 150

1 the critical steps at that time, in the seven
2 hours on the previous entry. But I know I talked
3 with Don Hartmann, as it says there, as you
4 stated, 5/28/2015.
5 Q. Right. But it doesn't say in the entry
6 for 5/27 that any steps were replaced, correct?
7 A. No, it doesn't.
8 Q. Okay.
9 A. I think that was the extent to the
10 amount of information I could enter.
11 Q. Right. So you talked with Don about
12 the cracked steps on 5/28, correct?
13 A. Yes, correct.
14 Q. And then, above that, in -- on -- on
15 June 3, 2015, it shows, under Resolution,
16 "Discussed concerns with Scott Olsen and Larry
17 Panaro," correct?
18 A. Yes.
19 Q. And what were those concerns?
20 A. The concerns about the steps in the
21 lower -- in 5/28/2015.
22 Q. The critical steps?
23 A. The cracked steps, and the step
24 chain --
25 Q. Okay.

Page 151

1 A. -- was worn.
2 Q. And then, less than two weeks after
3 that, you have the work order from June 16, 2015,
4 correct, if you turn to 2048?
5 A. Yes.
6 Q. So as of June 16, 2015, the critical
7 steps hadn't been replaced, correct?
8 A. I don't know.
9 Q. Well, the -- the work order is a -- is
10 a proposal for replacing 40 steps, correct?
11 A. Yes.
12 Q. And the work order states, quote,
13 During our inspection, we identified that 40 steps
14 have developed cracks, however, five steps are
15 showing critical cracking. At this time, we do
16 recommend replacing all identified cracked steps,
17 close quote.
18 Do you see that?
19 A. Yes.
20 Q. So as of June 16, 2015, the critical
21 steps had not been replaced, correct?
22 A. I don't know. This -- what it says
23 here as it's written.
24 Q. Okay. Do you have any reason to
25 believe that what's written here is not true?

Page 152

1 A. I don't remember. It was a long time
2 ago.
3 Q. Okay. But based on the work order that
4 we have --
5 A. Based on this work order, I know
6 40 steps needed to be replaced.
7 Q. Needed to be replaced?
8 A. Yes.
9 Q. As of June 16, 2015?
10 A. Yes.
11 Q. And of those 40 steps, five steps are
12 showing critical cracking, correct?
13 A. That's what it says here.
14 Q. Okay. As of June 16, 2015?
15 A. Yes.
16 Q. Okay. So when we go back to JNB 2022,
17 the conversations with Don, and then later Scott
18 and Larry, occurred between May 28th and June 3rd,
19 correct?
20 A. Yes.
21 Q. Okay. And as you sit here, your
22 testimony is that these conversations related to
23 the cracked steps?
24 A. Yes.
25 Q. Okay. So between the time of the

Page 153

1 discussions and June 16th, those steps were still
2 part of the escalator, correct?
3 A. Yes.
4 Q. And you yourself -- you were the person
5 who identified those five critical steps, right?
6 A. Yes.
7 Q. So this work order is from June 16,
8 2015.
9 When were those five critical steps
10 actually replaced?
11 A. I don't recall. But if it was that
12 critical, I would have shut the unit down.
13 THE REPORTER: If it was that critical,
14 what?
15 A. If it was that critical, I would have
16 turned off the escalator.
17 BY MR. IQBAL:
18 Q. Okay. But on June 16th, it
19 identifies --
20 A. It's just the proposal.
21 Q. What's that?
22 A. Yes, the proposal.
23 Q. Yes. Yes.
24 The proposal identifies five steps are
25 showing critical cracking, yes?

Page 154

<p>1 A. Yes.</p> <p>2 Q. Okay. And if you turn to JNB 2021,</p> <p>3 that shows activity from June of 2015, correct?</p> <p>4 A. Yes.</p> <p>5 Q. And if you turn to 2020, the page in</p> <p>6 front of that, you see an entry for August 6,</p> <p>7 2015, where it says, "Went to Golden Nugget</p> <p>8 warehouse to examine escalator steps they had</p> <p>9 purchased. Spoke to Don Hartmann."</p> <p>10 You see that?</p> <p>11 A. Yes.</p> <p>12 Q. So do you recall going to the warehouse</p> <p>13 at that time?</p> <p>14 A. Yes.</p> <p>15 Q. And you looked at the steps that --</p> <p>16 A. That they ordered from KONE.</p> <p>17 Q. So Nugget ordered steps from KONE?</p> <p>18 A. Yes.</p> <p>19 Q. To replace the critical steps?</p> <p>20 A. To replace all the steps.</p> <p>21 Q. All the steps.</p> <p>22 But as of August 6, 2015, the escalator</p> <p>23 still had the 40 cracked steps and the five steps</p> <p>24 with critical cracks, correct?</p> <p>25 A. I know it had the 40 steps in there,</p> <p style="text-align: right;">Page 155</p>	<p>1 So you were the one who had a discussion</p> <p>2 with Mr. Hartmann about his escalator steps</p> <p>3 needing replaced?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. So the same discussion that</p> <p>6 started at the end of May and then resulted in</p> <p>7 this work order June 16th, that discussion was</p> <p>8 continuing in October of 2015, when you had the</p> <p>9 discussion with Don Hartmann about replacing the</p> <p>10 steps, correct?</p> <p>11 A. Yes. Since the steps were in the</p> <p>12 basement, I was wondering when we were going to</p> <p>13 install them.</p> <p>14 Q. Right.</p> <p>15 A. So that's what it was about.</p> <p>16 Q. But as of October, the replacement</p> <p>17 hadn't occurred, obviously, because otherwise, you</p> <p>18 wouldn't have had this entry, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And then, when you turn to JNB 002018,</p> <p>21 you have, at the bottom of that page, a</p> <p>22 November 19, 2015, entry, Resolution, quote, Down</p> <p>23 escalator, spoke to Don Hartmann about proposals,</p> <p>24 close quote.</p> <p>25 Is it safe to say that you had</p> <p style="text-align: right;">Page 157</p>
<p>1 but I don't know about the critical steps.</p> <p>2 Q. Okay. But we don't have any evidence</p> <p>3 that the critical steps were replaced between the</p> <p>4 work order --</p> <p>5 A. We don't have any evidence in front of</p> <p>6 us, currently.</p> <p>7 Q. Right. So I just wanted to finish the</p> <p>8 question. Sorry.</p> <p>9 So we don't have any evidence that the</p> <p>10 critical steps were replaced between June 16,</p> <p>11 2015, when they were identified as critical, and</p> <p>12 this August 6th meeting, when you went and checked</p> <p>13 out the steps, correct?</p> <p>14 A. Correct.</p> <p>15 Q. And then, if you turn to 2019, two</p> <p>16 thousand -- JNB 2019, which is the page in front</p> <p>17 of that, in the middle, you have an October 5,</p> <p>18 2015, entry under Resolution. It says, "Observed</p> <p>19 operation of units, customer relations with Don</p> <p>20 Hartmann about his escalator steps needing</p> <p>21 replaced."</p> <p>22 You see that?</p> <p>23 A. Yes.</p> <p>24 Q. So -- and -- and it has assigned to --</p> <p>25 to -- to your name.</p> <p style="text-align: right;">Page 156</p>	<p>1 discussions with Don Hartmann about proposals to</p> <p>2 replace down-escalator steps?</p> <p>3 A. Yes.</p> <p>4 Q. So discussions were continuing in</p> <p>5 November of 2015, following your initial</p> <p>6 inspections at the end of May 2015?</p> <p>7 A. Yes.</p> <p>8 Q. And it was during those May 2015</p> <p>9 inspections that you identified the critical steps</p> <p>10 that should have been replaced immediately,</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. Now, if Nugget had said yes to this</p> <p>14 work order from June 16, 2015 -- and I know that</p> <p>15 you're not involved with the work orders -- but if</p> <p>16 they had signed off and you got the -- what do you</p> <p>17 call those, the reports, on -- on your phone?</p> <p>18 A. The TK Smart for the repair?</p> <p>19 Q. Yes.</p> <p>20 THE REPORTER: What? Say that again.</p> <p>21 A. The TK Smart program, a repair order.</p> <p>22 BY MR. IQBAL:</p> <p>23 Q. Yes.</p> <p>24 If you got a repair ticket on June 16th</p> <p>25 or June 17th, how quickly would you have replaced</p> <p style="text-align: right;">Page 158</p>

<p>1 those steps?</p> <p>2 A. I'd have to talk to my supervisor to</p> <p>3 schedule it. They'd probably send another</p> <p>4 individual down. It could be within a few days,</p> <p>5 depending on what's going on.</p> <p>6 Q. Okay. And as you testified, if steps</p> <p>7 have critical cracks, you put that in category B</p> <p>8 and recommend immediate replacement, correct?</p> <p>9 A. Yes.</p> <p>10 Q. Now, if we take Exhibit 1 and go to the</p> <p>11 very front, and you go to the second page, which</p> <p>12 is JNB 2014 -- let me know when you're there.</p> <p>13 A. I'm there.</p> <p>14 Q. Okay. So the second entry says, under</p> <p>15 Description, quote, Had accident on esc, injured.</p> <p>16 Paramedics took cust to hospital.</p> <p>17 Is it safe to say that "esc" stands for</p> <p>18 "escalator"?</p> <p>19 A. Yes.</p> <p>20 Q. Is it safe to say c-u-s-t, "cust,"</p> <p>21 stands for "customer"?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Now, immediately following that,</p> <p>24 there is an "svc."</p> <p>25 What is "svc"?</p> <p>Page 159</p>	<p>1 A. I don't recall.</p> <p>2 Q. Okay. So this entry indicates that</p> <p>3 there was -- there was an accident. And it also</p> <p>4 indicates that you performed a visual inspection</p> <p>5 with state inspector.</p> <p>6 Does that seem --</p> <p>7 A. Yes.</p> <p>8 Q. -- accurate? Okay.</p> <p>9 Do you recall if you removed steps to do</p> <p>10 the inspection, or was it a visual inspection</p> <p>11 without removal of steps?</p> <p>12 A. Visual inspection without removal.</p> <p>13 Q. Okay. So you visually inspected the</p> <p>14 escalator as it was running?</p> <p>15 A. Yes.</p> <p>16 Q. Okay.</p> <p>17 A. After we reviewed the security footage.</p> <p>18 Q. Got it.</p> <p>19 But you didn't stop the escalator and</p> <p>20 remove steps to look underneath?</p> <p>21 A. No.</p> <p>22 Q. Okay. Was it standard procedure at the</p> <p>23 time to inspect the escalator whenever there is an</p> <p>24 injury incident?</p> <p>25 A. Yes, someone goes to the hospital.</p> <p>Page 161</p>
<p>1 A. "Service."</p> <p>2 Q. Okay. "Service Tuesday a.m., per</p> <p>3 protocol. Have a look at esc."</p> <p>4 What protocol are you referencing here?</p> <p>5 A. That wasn't me.</p> <p>6 Q. That wasn't you?</p> <p>7 A. I didn't write that. Someone wrote</p> <p>8 that.</p> <p>9 Q. Into your entry?</p> <p>10 A. No. My entry is below, where it says</p> <p>11 "Resolution."</p> <p>12 Q. Ah, okay.</p> <p>13 A. The description is somebody else.</p> <p>14 Q. Got it.</p> <p>15 A. That could be anybody from the weekend;</p> <p>16 a phone call, you know, whoever you call into.</p> <p>17 Q. Got it. Got it.</p> <p>18 And do you know the -- the -- the caller</p> <p>19 identified as George here?</p> <p>20 A. Yes.</p> <p>21 Q. Who's George?</p> <p>22 A. He's somebody who works at the Golden</p> <p>23 Nugget, or at least did at that time.</p> <p>24 Q. Okay. And do you know George's last</p> <p>25 name?</p> <p>Page 160</p>	<p>1 Q. Okay. So that's the standard: If</p> <p>2 somebody goes to the hospital, then you need to go</p> <p>3 and inspect the unit?</p> <p>4 A. Yes, and to call the state inspector.</p> <p>5 Q. Okay. And is it also standard</p> <p>6 procedure to do the inspection together with</p> <p>7 either a state inspector or a third party?</p> <p>8 A. Usually together.</p> <p>9 Q. Okay. And is it standard procedure to</p> <p>10 simply do a visual inspection without opening up</p> <p>11 the unit?</p> <p>12 A. I'm unsure. We do what the inspector</p> <p>13 asks.</p> <p>14 Q. Okay. So the inspector was okay at</p> <p>15 that time with simply doing a visual inspection?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Is this the -- the time that the</p> <p>18 40 cracked steps were identified, or was it a few</p> <p>19 days later, at the end of May, as the other</p> <p>20 entries indicate?</p> <p>21 A. What page was that on?</p> <p>22 Q. 2021, 2020.</p> <p>23 MS. MASTRANGELO: It was a 5/27 entry,</p> <p>24 2022.</p> <p>25 MR. IQBAL: 2022. Thank you.</p> <p>Page 162</p>

<p>1 A. So it was after.</p> <p>2 BY MR. IQBAL:</p> <p>3 Q. It was after.</p> <p>4 It was during --</p> <p>5 A. We identified the cracked steps</p> <p>6 after --</p> <p>7 Q. After.</p> <p>8 A. -- the incident.</p> <p>9 Q. After the incident.</p> <p>10 Either 5/27 or 5/28, correct?</p> <p>11 A. Yes.</p> <p>12 Q. Not during the inspection with the</p> <p>13 state inspector on the 25th, correct?</p> <p>14 A. Correct.</p> <p>15 Q. So going back to 2014, the middle</p> <p>16 entry, dated 5/12/2015, what does, if you know,</p> <p>17 "UNOC" mean?</p> <p>18 A. Unoccupied.</p> <p>19 Q. Unoccupied.</p> <p>20 What does that -- what does that mean?</p> <p>21 A. Normally, they shouldn't have wrote it</p> <p>22 in here; but normally it's for an elevator, like,</p> <p>23 if someone is trapped inside an elevator, or if an</p> <p>24 elevator shut down, they'll say unoccupied. If</p> <p>25 it's occupied, it's a higher response, a quicker</p> <p style="text-align: right;">Page 163</p>	<p>1 view the security footage unless the state</p> <p>2 inspector is with me.</p> <p>3 Q. Got you.</p> <p>4 So you --</p> <p>5 A. It was their policy at the time.</p> <p>6 Q. Got it.</p> <p>7 So you inspected this the next day, on</p> <p>8 the 13th?</p> <p>9 A. The next day. I just put barricades</p> <p>10 around it and inspected it the next day --</p> <p>11 Q. Okay.</p> <p>12 A. -- because the state inspector asked if</p> <p>13 we -- always, if we can leave it as it is --</p> <p>14 Q. Got it.</p> <p>15 A. -- the unit.</p> <p>16 Q. So when you put barricades, that</p> <p>17 doesn't necessarily mean you're going to open up</p> <p>18 the unit; sometimes, even for a visual inspection,</p> <p>19 you'll put up barricades?</p> <p>20 A. Yes. Just put up barricades so nobody</p> <p>21 would walk down the escalator --</p> <p>22 Q. Got it.</p> <p>23 A. -- have another incident.</p> <p>24 Q. This incident on May 12th states, under</p> <p>25 Resolution, "Guest went to hospital."</p> <p style="text-align: right;">Page 165</p>
<p>1 response time.</p> <p>2 Q. Okay.</p> <p>3 A. But this shouldn't be written in here.</p> <p>4 Q. Because it has, right before there --</p> <p>5 A. It's an escalator.</p> <p>6 Q. Well, and the person fell and was hurt,</p> <p>7 right? So we know it was occupied?</p> <p>8 A. Well, they normally don't write -- I</p> <p>9 don't know why they wrote that.</p> <p>10 Q. That shouldn't be here?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Do you know who Stanley Voss is?</p> <p>13 A. I believe he works at the Golden</p> <p>14 Nugget.</p> <p>15 Q. Okay.</p> <p>16 A. Usually, if it's a caller, it's from</p> <p>17 the Golden Nugget.</p> <p>18 Q. Okay. The entry for this incident</p> <p>19 doesn't state that -- that you looked at the</p> <p>20 security footage.</p> <p>21 Why not?</p> <p>22 A. This is when I arrived on-site. The</p> <p>23 inspector wasn't going to arrive till the next</p> <p>24 day, so I came in the second day with him to</p> <p>25 review it together. Normally, they won't let me</p> <p style="text-align: right;">Page 164</p>	<p>1 Do you see that?</p> <p>2 A. Yes.</p> <p>3 Q. And it also says "Accident" right</p> <p>4 before that.</p> <p>5 Do you see that?</p> <p>6 A. Yes, I do.</p> <p>7 Q. Is this what you understood happened?</p> <p>8 A. I understood that there was an incident</p> <p>9 on the escalator, and the guest went to the</p> <p>10 hospital.</p> <p>11 Q. Okay.</p> <p>12 A. At that point, that's all I knew.</p> <p>13 Q. Who told you that?</p> <p>14 A. The -- the caller. Person fell, was</p> <p>15 hurt.</p> <p>16 Q. Got it.</p> <p>17 A. In the description.</p> <p>18 Q. Okay.</p> <p>19 A. That's all I know.</p> <p>20 Q. So when they typically call after an</p> <p>21 incident -- something happens, someone goes to the</p> <p>22 hospital -- do they call you directly, or do they</p> <p>23 call the Las Vegas office?</p> <p>24 A. They'll call the Las Vegas office if</p> <p>25 it's open; if not, they'll call the after-hours</p> <p style="text-align: right;">Page 166</p>

1 line --
2 Q. Okay.
3 A. -- which -- it's eight-something p.m.,
4 so it was after hours.
5 Q. And does the after-hours line go to
6 you?
7 A. They'll call us.
8 Q. Okay.
9 A. It's an answering service --
10 Q. Got it.
11 A. -- that writes up all this
12 information --
13 Q. Got it. Okay.
14 A. -- at least in the description.
15 Q. And so the answering service is a
16 ThyssenKrupp answering service?
17 A. Yes.
18 Q. Okay. And so the after-hours answering
19 service folks will call that.
20 And then, does the answering service send
21 you a text, or does it just automatically forward
22 the call to you?
23 A. They'll call me direct --
24 Q. Okay.
25 A. -- the answering service, to tell us

Page 167

1 something happened.
2 Q. Got it.
3 So you didn't actually speak with the
4 caller; you spoke with the answering service?
5 A. Yes.
6 Q. Okay. And they relayed to you that the
7 guest went to hospital and that there was an
8 accident?
9 A. Yes.
10 Q. And then you put it here in your
11 TK Smart application?
12 A. When they relayed that they had an
13 accident, I went to the Nugget, thinking the
14 inspector was showing up --
15 Q. Got it.
16 A. -- at the same time.
17 Q. Okay.
18 A. They said he could be there the next
19 day, so I went home.
20 Q. Did you shut down the escalator?
21 A. It was already off --
22 Q. Okay.
23 A. -- but I put barricades around it.
24 Q. Okay. And so the escalator stayed
25 nonfunctioning until the next day?

Page 168

1 A. Correct.
2 Q. Because -- why?
3 A. After this -- after there's an
4 accident, the state inspector requires it before
5 someone inspects it from the state.
6 Q. Got it.
7 So even a third-party inspector can't
8 restart an escalator, correct?
9 A. After an accident? No.
10 Q. It has to be the state inspector?
11 A. It has to be the state.
12 Q. Okay. Did you receive any further
13 information about the May 12th incident?
14 A. The next day.
15 Q. Okay. From whom?
16 A. From security.
17 Q. Do you recall who you spoke to,
18 specifically?
19 A. Not specifically.
20 Q. Did you speak to one security guard or
21 several?
22 A. It was one to get to -- to go into the
23 security footage area.
24 Q. Okay.
25 A. But the state inspector did most of the

Page 169

1 talking.
2 Q. Okay.
3 A. The information's in the accident
4 report --
5 Q. Okay.
6 A. -- that I have somewhere here.
7 Q. Did you -- were you made aware that, as
8 a result of that incident, the injured person
9 stated that he couldn't feel his legs?
10 A. No.
11 Q. Were you made aware that, during that
12 incident, the injured person's neck was broken?
13 A. No.
14 Q. Did you know that, ever?
15 A. Not at that time.
16 Q. Okay. When did you find out that the
17 injured person on May 12th broke his neck?
18 A. Recently.
19 Q. Recently. Okay.
20 You didn't find that out from the Nugget
21 or the state inspector?
22 A. No. They don't relay that kind of
23 information.
24 Q. Okay. Okay. So --
25 A. Other properties may, but their

Page 170

1 security policy -- they don't tell us any of that.
2 Q. The Nugget --
3 **A. It's their policy. They typically**
4 **don't tell us what happened to the individual.**
5 Q. Okay. And other properties will tell
6 you?
7 **A. Yes.**
8 Q. Okay. Is that -- is that atypical? Is
9 that unusual, that the Nugget doesn't tell you
10 what happened?
11 **A. In comparison with the other places,**
12 **yes.**
13 Q. So how recently did you find out that
14 the individual on -- on the May 12th incident
15 broke his neck?
16 **A. About a week ago.**
17 Q. Okay. And you found that out from
18 counsel?
19 **A. Yes.**
20 Q. So the fourth entry from this page
21 shows that you greased all step chain roller
22 assemblies that take grease.
23 What does that mean?
24 MS. MASTRANGELO: You're talking about the
25 5/7?

Page 171

1 MR. IQBAL: Yes, from 5/7. Sorry. It's on
2 2014.
3 **A. Yes. I was just seeing if there was a**
4 **picture. I guess not.**
5 **On the ends of the rollers on the**
6 **old-style steps, they have -- they have a roller**
7 **with a flange. They have three bolts so you can**
8 **bolt the step. On that -- those-style flanges**
9 **with the roller, it has a Zerk fitting, so you can**
10 **add grease to it over time.**
11 BY MR. IQBAL:
12 Q. Okay.
13 **A. So on every single step, on either**
14 **side, there's a grease fitting, on the older-style**
15 **assemblies. So I greased every single step flange**
16 **on the unit, all the way around, so all 57**
17 **steps --**
18 Q. Okay.
19 **A. -- which -- also, I visually inspected**
20 **all the rollers.**
21 Q. And during that time, you -- you
22 greased all 57 steps?
23 **A. There were some steps that were the**
24 **thru-axle type, so it wasn't all; but I can't give**
25 **you an exact number.**

Page 172

1 Q. Okay. It says, "Grease all step-chain
2 roller assemblies."
3 That's what you were just talking about?
4 **A. Yes. That's why I said all.**
5 Q. Okay. At -- at that time, would you
6 have been able to notice cracks in any of the four
7 cracked steps that you found at the end of May?
8 **A. I wasn't specifically looking for the**
9 **cracks at that time.**
10 Q. All right.
11 **A. I was just looking at the rollers.**
12 Q. Okay. So you just looked at the
13 rollers?
14 **A. Just the rollers.**
15 Q. So, at that time, you didn't notice any
16 cracking?
17 **A. No.**
18 Q. Is it your belief that the cracks in
19 the steps on the down escalator were formed
20 sometime between May 7th and May 12th?
21 **A. Of?**
22 MS. MCLEOD: Objection, calls for
23 speculation.
24 BY MR. IQBAL:
25 Q. Of 2015.

Page 173

1 So you went out there May 7, 2015,
2 correct?
3 **A. Yes.**
4 Q. And you were just looking at the
5 rollers?
6 **A. Yes.**
7 Q. Okay. And then, at the end of May, as
8 we established, sometime around May 27th, you
9 discussed the cracked steps with Don Hartmann,
10 correct?
11 **A. Yes.**
12 Q. Okay. So is it your personal belief,
13 based on the fact that for eight years you were
14 the one inspecting and handling the down escalator
15 and the up escalator at the Nugget for Thyssen --
16 is it your belief that the cracks in the steps on
17 the down escalator were formed sometime between
18 May 7, 2015, and May 12, 2015?
19 **A. No.**
20 MS. MCLEOD: Same objection; also,
21 argumentative.
22 THE REPORTER: Also what?
23 MR. IQBAL: Argumentative.
24 BY MR. IQBAL:
25 Q. You said no, right?

Page 174

1 **A. Right.**
2 Q. So given your almost ten years of
3 experience now, is it your belief that the cracks
4 formed sometime before May 7, 2015?
5 **A. Yes.**
6 Q. Okay. The last entry on this page
7 shows that you were called -- before we get to
8 that -- I'm sorry -- let's go back to May 7th.
9 The description says, "The down esc handrail
10 squeaking too much." And it says, "Caller, Don."
11 Is it safe to assume that was Don
12 Hartmann?
13 **A. It was.**
14 Q. Okay.
15 **A. And he believed the handrail was making**
16 **a squeaking sound.**
17 Q. And when you got there, you disagreed
18 with that assessment, correct?
19 **A. Correct.**
20 Q. And, in your belief, it was the step
21 rollers, and they needed grease?
22 **A. Yes.**
23 Q. Okay. And you applied the grease?
24 **A. I did.**
25 Q. Okay. So just two weeks before that,

Page 175

1 on April 24, 2015, it looks like there was a
2 caller, Peggy.
3 Do you -- do you know who Peggy is?
4 **A. Yes.**
5 Q. Who is Peggy?
6 **A. She was a engineer at the Golden**
7 **Nugget.**
8 Q. Okay. Do you know -- do you recall her
9 last name?
10 **A. No.**
11 Q. Okay. And the down escalator was not
12 working.
13 Do you see that?
14 **A. Yes.**
15 Q. Okay. And when you got there -- well,
16 let me step back.
17 When they called you, the down escalator
18 was not working, correct?
19 **A. Correct.**
20 Q. And they reported that it was not
21 restarting, correct?
22 **A. Yes.**
23 Q. But when you arrived, the unit was
24 running?
25 **A. Yes.**

Page 176

1 Q. What, specifically, was wrong with the
2 down escalator that day?
3 **A. Well, if the unit was running on**
4 **arrival, anything can be wrong. Someone could**
5 **have hit the stop switch or a handrailing or --**
6 Q. Okay.
7 **A. -- and just shut the unit down. Kids**
8 **mess around on those units all the time,**
9 **especially during that period of time.**
10 Q. Okay.
11 **A. It was, like, spring break or something**
12 **like that.**
13 Q. When you got there and you saw that the
14 unit was running, did you talk to anyone about why
15 the unit was running but when they called you it
16 wasn't running?
17 **A. Yes. I called Peggy, I'm sure.**
18 Q. Okay. And what -- what did she say?
19 **A. I don't recall.**
20 Q. Okay.
21 **A. But I usually speak to someone in the**
22 **building.**
23 Q. Okay. So every time you go -- every
24 time you went to the Nugget during that eight-year
25 stretch when you were assigned those escalators,

Page 177

1 anytime you went into the building, you would --
2 you would talk to someone at Nugget?
3 **A. Yes. I'd either run into an engineer**
4 **or I'd call somebody.**
5 Q. Okay. Even if you were doing simple
6 visual inspections and grabbing a coffee?
7 **A. Yes. They'd usually meet me at**
8 **Starbucks.**
9 Q. Okay. Do you know what, specifically,
10 Nugget did to the down escalator to make it start
11 running again?
12 **A. They probably turned the key.**
13 Q. Okay. But you don't know?
14 **A. No.**
15 Q. You're just speculating?
16 **A. At this point, yes.**
17 Q. Okay.
18 **A. If it wasn't running, now it is, they**
19 **had to turn it on somehow.**
20 Q. Right. So the incident that happened
21 May 25th, two weeks after the incident at issue in
22 this case, do you know how that person was injured
23 on the 25th?
24 **A. I don't recall.**
25 Q. You reviewed the security footage

Page 178

1 though, correct?
2 **A. Yes, at that point.**
3 Q. Do you recall if they fell or --
4 **A. They fell down a unit and lost their**
5 **balance; I know that.**
6 Q. Okay.
7 **A. It's a usual occurrence in Laughlin --**
8 Q. Okay.
9 **A. -- not just at the Golden Nugget.**
10 Q. Right. And are you aware that, the day
11 after, the state shut it down because of a loose
12 step chain?
13 **A. Where is that?**
14 Q. No, I'm just asking you, are -- are you
15 aware?
16 **A. They didn't shut it off. I can tell**
17 **you that.**
18 MS. MCLEOD: Objection, assumes facts not
19 in evidence.
20 BY MR. IQBAL:
21 Q. Are you aware that, the next day, there
22 was a notice of violation, and the --
23 **A. Yes.**
24 Q. Yes?
25 **A. Yes.**

Page 179

1 Q. Are you aware that that violation was
2 associated with a loose step chain?
3 **A. Yes.**
4 Q. Okay.
5 **A. Stretched step chain --**
6 Q. Stressed.
7 **A. -- not loose.**
8 Q. Okay. What is a stressed step chain?
9 **A. Stretched.**
10 Q. Stretched?
11 MS. MASTRANGELO: Stretched.
12 BY MR. IQBAL:
13 Q. Stretched.
14 **A. It's when the chain, over time,**
15 **stretches out.**
16 Q. Okay.
17 **A. It gets to a point where it's too**
18 **stretched and can create issues.**
19 Q. What issues can it create?
20 **A. It can create larger gaps. And you can**
21 **almost put your finger in it if it gets really**
22 **big. But it wasn't to that point. But there are**
23 **three spots in the escalator that actually had a**
24 **larger gap than normal.**
25 Q. Okay. It still resulted in a

Page 180

1 violation, however, correct?
2 **A. Yes.**
3 Q. Okay. In your experience, can a loose
4 step chain lead to shaky steps?
5 **A. No.**
6 Q. Why?
7 **A. Because the steps -- the step chain**
8 **is -- even though it's stretched, it's still**
9 **pulled at the same tension as a normal step**
10 **chain --**
11 Q. Okay.
12 **A. -- so it would all come down the**
13 **same -- the same way.**
14 Q. Okay. So a loose step chain can result
15 in larger gaps?
16 **A. Yes.**
17 Q. And then you'd have to do the -- that
18 index testing, correct?
19 **A. Yes, you'd have to do that.**
20 Q. Okay. On -- if you turn to JNB 002016,
21 at the top -- do you see that?
22 **A. Yes.**
23 Q. The incident date from January 13,
24 2013?
25 **A. Um-hum. Yes, I do.**

Page 181

1 Q. And it says, "Down esc keeps shutting
2 down. It runs for a while, then esc/d when you
3 restart."
4 What does that mean?
5 THE REPORTER: When you what? When you --
6 MR. IQBAL: When you restart.
7 **A. I think they're trying to say, is that**
8 **after it shuts down, they'll do a restart, and it**
9 **shuts down shortly thereafter.**
10 BY MR. IQBAL:
11 Q. And "svc," right after that, stands for
12 "service"?
13 **A. Yes.**
14 Q. What does "o.t." mean?
15 **A. "Overtime."**
16 Q. Service on overtime asap?
17 **A. Yes, as soon as possible.**
18 Q. Because this is a safety issue?
19 **A. No. It's because they wanted their**
20 **escalator running.**
21 Q. Okay. If an escalator keeps shutting
22 down and restarting, is that a potential safety
23 issue?
24 **A. If it keeps shutting down? Depends if**
25 **someone's on the escalator.**

Page 182

1 Q. If someone's on the escalator, is that
2 a safety issue?
3 **A. No, because it would stop, and it would**
4 **take a few steps to stop, so they wouldn't hurt**
5 **themselves.**
6 Q. Okay. Are you speculating, or you know
7 from personal knowledge?
8 **A. Personal knowledge.**
9 Q. Okay.
10 **A. It's not an abrupt stop.**
11 Q. Would the entry say "rough stop" if it
12 had been a rough stop?
13 **A. Yes.**
14 Q. Okay. But you -- we also talked about,
15 a few minutes ago, an entry that was incorrect,
16 right, where an elevator term was put?
17 **A. Yeah. It depends on who's writing the**
18 **information.**
19 Q. Okay. So some of these entries are
20 incorrect?
21 **A. Some.**
22 Q. Okay. So if you turn to JNB 002017, it
23 shows, under the On-Site Repair section -- it
24 shows -- and I understand it's not assigned to
25 you, but it says, "Replace bad step chain that was

Page 183

1 written up by the state."
2 Do you see that?
3 **A. Yes.**
4 Q. Okay. And given that you've done a
5 bunch of these entries, I'm just going to ask you
6 to look at the resolution that says "Replace step
7 chain."
8 Can we assume that the step chain was
9 replaced on June 8, 2015?
10 **A. Yes.**
11 Q. And this is the step-chain issue that
12 the state shut down the escalator on the 26th of
13 May, correct?
14 **A. For the violation.**
15 Q. Yes.
16 **A. Yes. But they didn't shut down the**
17 **escalator.**
18 Q. Okay.
19 **A. They left it in service.**
20 Q. But the violation occurred on the 26th,
21 and then the repair occurred on June 12th --
22 June 8th?
23 **A. Yes.**
24 Q. Okay. Now, when we go back to
25 JNB 2018, at the bottom, you -- you testified that

Page 184

1 the proposals that you spoke with Don Hartmann
2 about were relating to the replacement of the
3 steps, correct?
4 **A. It says "Down escalator"; so, yes.**
5 Q. Okay. This was the replacement issue
6 relating to the June 16, 2015, repair order,
7 correct?
8 **A. Yes.**
9 Q. The repair order with the -- the five
10 critical steps showing cracking -- critical
11 cracking?
12 **A. That same repair order, yes.**
13 Q. Okay. So the discussion continued in
14 November of 2015.
15 Do you know when the steps were actually
16 replaced?
17 **A. Do we have a -- is there any entries in**
18 **there in this? If there wasn't at that time, I --**
19 **I don't know.**
20 Q. It's safe to say that the repairs
21 happened after November 2015, because that's --
22 **A. Yes.**
23 Q. -- you were still having discussions
24 with Don Hartmann at that time?
25 **A. Yes.**

Page 185

1 Q. Okay. And if this account history only
2 goes to the end of 2015, is it safe to say that
3 those steps were replaced after 2015?
4 **A. Yes.**
5 Q. Now, going back to 2022, at the top, it
6 says, "Discuss concerns with Scott Olsen and Larry
7 Panaro."
8 Do you see that?
9 **A. Yes.**
10 Q. Okay. And then, right below that, you
11 have the May 28th entry, "Customer relations with
12 Don Hartmann about cracked steps and worn step
13 chain."
14 Do you see that?
15 **A. Yes.**
16 Q. Okay. So when you communicated your
17 concerns to Scott and Larry, did they agree with
18 your concerns?
19 **A. Yes.**
20 Q. And what did they do after you
21 communicated your concerns to them?
22 **A. I'm not sure.**
23 Q. Okay. Did you follow up?
24 **A. I followed up, but I'm sure that they**
25 **relayed it to Don Hartmann.**

Page 186

1 Q. And you yourself indicated your
2 concerns to Don May 28, 2015, correct?
3 **A. Yes.**
4 Q. Have you reviewed the service agreement
5 between Thyssen and the Nugget?
6 **A. No.**
7 Q. Okay. Are you aware of it?
8 **A. No.**
9 Q. Do you know what is included as part of
10 the Platinum Premiere full-maintenance package and
11 what's not?
12 **A. No.**
13 Q. Okay. It says the coverage was
14 Platinum Premiere, full maintenance, mint 24-hour
15 CBS-included escalator.
16 What does that mean?
17 **A. I don't know.**
18 Q. Do you know the difference between a
19 Platinum Premiere coverage and other coverages?
20 **A. I know the difference between that and,**
21 **like, a Gold coverage.**
22 Q. What's a Gold coverage?
23 **A. A Gold coverage, I think, covers normal**
24 **calls; and then, overtime, the customer has to pay**
25 **for it.**

Page 187

1 Q. Okay.
2 **A. Other than that, I'm not sure, beyond**
3 **that scope.**
4 Q. And with Platinum Premiere -- would you
5 say the Platinum Premiere coverage is -- is more
6 broad than the Gold coverage?
7 **A. Broad? What do you mean?**
8 Q. Does it cover more than --
9 **A. I'm sure it does, as it says "Platinum"**
10 **on it.**
11 Q. Okay. But other than the names,
12 Platinum and Gold, you don't really know?
13 **A. No. They're not discussed.**
14 Q. Okay. Do you ever recommend that the
15 escalator itself be replaced?
16 **A. For modernization?**
17 Q. Right.
18 **A. The company likes to modernize**
19 **equipment --**
20 Q. Right.
21 **A. -- and get up to new codes.**
22 Q. Right.
23 **A. But it's a huge expense.**
24 Q. Right. That's -- I guess -- that's not
25 my question.

Page 188

1 Did you personally ever recommend, either
2 to Larry or Scott with your company, or Don or
3 anyone at Golden Nugget -- did you ever recommend
4 replacing the overall escalator?
5 **A. Yes. With all the escalators in**
6 **Laughlin, I do the same thing.**
7 Q. Okay. When did you first recommend
8 full replacement of the Laughlin escalators?
9 **A. I don't remember the exact date.**
10 Q. Was it years ago?
11 **A. Years ago.**
12 Q. Was it closer to when you started,
13 around 2010?
14 **A. It was between that and 2015; I know**
15 **that.**
16 Q. How many times did you recommend full
17 replacement of the escalator?
18 **A. Once.**
19 Q. Okay.
20 **A. And then the company forward -- follows**
21 **up with that.**
22 Q. Okay. So you recommended it only once?
23 **A. Yes.**
24 Q. And what was the result of your
25 recommendation?

Page 189

1 **A. They gave him a quote and a bid. And**
2 **that's as far as it went, as far as I know.**
3 Q. Okay. So --
4 **A. Obviously, there are still old**
5 **escalators.**
6 Q. Right. Right. We saw the repair quote
7 from September 12, 2012, where you recommended
8 replacement of all 114 steps.
9 Do you remember that?
10 **A. Yes.**
11 Q. Okay. Did you, after that point in
12 September 2012, ever recommend replacing all 114
13 steps?
14 **A. In what date, 2012?**
15 Q. Yes, after 2012.
16 In 2013, 2014, 2015, 2016, 2017, 2018 --
17 after that date in September of 2012, did you ever
18 recommend replacement of all 114 steps?
19 **A. Yeah, replacement steps, yes.**
20 Q. Okay. How many times did you recommend
21 that?
22 **A. Well, it states on the information here**
23 **that every time I talked to Don about the**
24 **proposals.**
25 Q. Okay. So every time you talked to Don,

Page 190

<p>1 you recommended full replacement of all the steps?</p> <p>2 A. When it says about proposals, yes.</p> <p>3 Q. Okay. And what happened to your</p> <p>4 recommendations?</p> <p>5 A. It was just a recommendation.</p> <p>6 Q. Okay.</p> <p>7 A. I don't know where it went from there.</p> <p>8 Obviously, it -- maybe they followed up with it at</p> <p>9 one point.</p> <p>10 Q. But they didn't follow up with it while</p> <p>11 you worked there?</p> <p>12 A. They did, after the step chain got</p> <p>13 replaced.</p> <p>14 Q. Right. But the step chain got replaced</p> <p>15 in June of 2015?</p> <p>16 A. In June. Yes.</p> <p>17 Q. Right. And the steps weren't replaced</p> <p>18 anytime in 2015, correct?</p> <p>19 A. According to the information, correct.</p> <p>20 Q. Okay. So at least up until 2015, your</p> <p>21 recommendation that all 114 steps be replaced</p> <p>22 wasn't actually accepted, correct?</p> <p>23 A. Correct.</p> <p>24 Q. Do you recall when in 2016 the steps</p> <p>25 were replaced?</p> <p style="text-align: right;">Page 191</p>	<p>1 call you in, I don't know, ten minutes.</p> <p>2 Is that good with everyone?</p> <p>3 Yeah, we'll call you in ten minutes.</p> <p>4 MS. MCLEOD: Okay. Talk to you then.</p> <p>5 MR. IQBAL: Thanks. Bye.</p> <p>6 VIDEOGRAPHER: This marks the end of media</p> <p>7 number three. We're going off the record at</p> <p>8 3:10 p.m.</p> <p>9 (Recess taken.)</p> <p>10 VIDEOGRAPHER: This marks the start of disk</p> <p>11 number 4. We are going back on the record at</p> <p>12 3:16 p.m.</p> <p>13 EXAMINATION BY</p> <p>14 MS. MCLEOD:</p> <p>15 Q. Good afternoon, Mr. Dutcher.</p> <p>16 Can you hear me okay on the phone?</p> <p>17 A. Yes. I just wish you were here.</p> <p>18 Q. I'm sorry?</p> <p>19 A. Can you hear me? Hello.</p> <p>20 Q. I think so. You just cut out a little</p> <p>21 bit when I asked you if you could hear me all</p> <p>22 right.</p> <p>23 So if we have any trouble like that</p> <p>24 during the questions, or you don't hear my</p> <p>25 complete question, please stop me at any time.</p> <p style="text-align: right;">Page 193</p>
<p>1 A. I don't remember.</p> <p>2 Q. Okay. And it was only a portion,</p> <p>3 correct? All 114 steps have never been replaced,</p> <p>4 correct?</p> <p>5 A. All of them, no. But it was all the</p> <p>6 ones that were the older steel-welded steps.</p> <p>7 Q. Is that your recollection, or --</p> <p>8 A. My recollection.</p> <p>9 Q. Okay. Are you sure?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. But from 2012, that</p> <p>12 September 12th recommendation from you to replace</p> <p>13 all 114 steps, all the way through 2018,</p> <p>14 Presidents' Day, your recommendation to replace</p> <p>15 all 114 steps -- that recommendation, in and of</p> <p>16 itself, was never taken up, correct?</p> <p>17 A. Yes.</p> <p>18 MR. IQBAL: I have no further questions at</p> <p>19 this point.</p> <p>20 MS. MASTRANGELO: Alex?</p> <p>21 MS. MCLEOD: I do have a few questions.</p> <p>22 Do you need a break, or do you want to</p> <p>23 just go straight through?</p> <p>24 MR. IQBAL: If you just have a few</p> <p>25 questions, then, let's take a break, and we'll</p> <p style="text-align: right;">Page 192</p>	<p>1 A. Okay.</p> <p>2 Q. I represent the Golden Nugget law firm,</p> <p>3 as well all of the other defendants in the case.</p> <p>4 I just have a few follow-up questions for you.</p> <p>5 All right?</p> <p>6 A. All right.</p> <p>7 Q. Okay. In general, in your work, what</p> <p>8 factors do you use to determine whether an</p> <p>9 escalator can be returned to service after</p> <p>10 maintenance or repair?</p> <p>11 A. After maintenance or repair, we make --</p> <p>12 we always have to make sure that all the steps are</p> <p>13 in the unit, all the steps are functioning as</p> <p>14 properly. Normally -- we call that normally</p> <p>15 operating condition. Make sure all the steps are</p> <p>16 going the same speed as the handrails and that all</p> <p>17 the comb plates are there, and nothing is out of</p> <p>18 the normal, for safety's sake.</p> <p>19 Q. So if the unit is returned for service,</p> <p>20 in your opinion, is it safe for use by the public?</p> <p>21 A. Yes.</p> <p>22 Q. Or in the case of an accident where</p> <p>23 someone is transported, the return to service is</p> <p>24 not your call; it's left up to the state</p> <p>25 inspector; is that correct?</p> <p style="text-align: right;">Page 194</p>

<p>1 A. That is correct.</p> <p>2 Q. From the documents that you reviewed in</p> <p>3 conjunction with the questions from counsel</p> <p>4 already today, you were present at the May 13,</p> <p>5 2015, inspection after Mr. Brown's incident,</p> <p>6 correct?</p> <p>7 A. Yes.</p> <p>8 Q. To your knowledge, was the down</p> <p>9 escalator in need of any repair or have any</p> <p>10 outstanding notices of violation that were not</p> <p>11 addressed as of the time of Mr. Brown's incident</p> <p>12 on May 12, 2015?</p> <p>13 A. Will you ask the question again?</p> <p>14 Q. Sure.</p> <p>15 To your knowledge, was the down escalator</p> <p>16 in need of any repair or have any outstanding</p> <p>17 notices of violation that were not addressed as of</p> <p>18 the time of Mr. Brown's accident on May 12, 2015?</p> <p>19 A. No.</p> <p>20 Q. In fact, you were out there checking</p> <p>21 the escalators five days earlier with that report</p> <p>22 of the squeaky handrail, correct?</p> <p>23 A. Correct.</p> <p>24 Q. For the inspection that you attended</p> <p>25 alongside the state inspector on May 13, 2015,</p> <p style="text-align: right;">Page 195</p>	<p>1 malfunction on May 12, 2015?</p> <p>2 MR. IQBAL: Objection, calls for expert</p> <p>3 testimony, and the witness has already</p> <p>4 testified that he's not a safety expert.</p> <p>5 MS. MASTRANGELO: I disagree with that</p> <p>6 objection, but you can go ahead and answer</p> <p>7 despite it.</p> <p>8 A. Ask the question again, please.</p> <p>9 BY MS. MCLEOD:</p> <p>10 Q. In your opinion, was there an escalator</p> <p>11 malfunction on May 12, 2015?</p> <p>12 MR. IQBAL: Objection -- same objection,</p> <p>13 and calls for speculation.</p> <p>14 A. No.</p> <p>15 BY MS. MCLEOD:</p> <p>16 Q. Do you know if the state inspector</p> <p>17 determined the cause of the guest's fall on</p> <p>18 May 12, 2015?</p> <p>19 MR. IQBAL: Objection, calls for</p> <p>20 speculation.</p> <p>21 A. I believe, after reviewing the video,</p> <p>22 he said that the victim stepped between the steps</p> <p>23 as he got on the escalator, so he wasn't on just</p> <p>24 one step; he was on two. He grabbed the left</p> <p>25 handrail. As soon as it went down over the upper</p> <p style="text-align: right;">Page 197</p>
<p>1 what was the result of that inspection?</p> <p>2 A. With Mr. Robertson? Was that the</p> <p>3 inspector?</p> <p>4 Q. I believe so, yes.</p> <p>5 A. The result was, he found that the</p> <p>6 escalator was safe to return to service at that</p> <p>7 point.</p> <p>8 Q. So what is your role during that</p> <p>9 inspection? Are you also inspecting side by side,</p> <p>10 or are you in more of an observer position?</p> <p>11 A. Observer and inspecting side by side,</p> <p>12 from the company's standpoint; but we have to let</p> <p>13 the state do -- direct us on what to look at.</p> <p>14 Q. Understood.</p> <p>15 To your knowledge, was any notice of</p> <p>16 violation issued in conjunction with the May 13,</p> <p>17 2015, inspection?</p> <p>18 A. No.</p> <p>19 Q. To your knowledge, did the inspector</p> <p>20 find any issues with the escalator that day?</p> <p>21 A. No.</p> <p>22 Q. Did you personally find any issues with</p> <p>23 the escalator that day?</p> <p>24 A. No.</p> <p>25 Q. In your opinion, was there an escalator</p> <p style="text-align: right;">Page 196</p>	<p>1 curve, he proceeded to fall down the unit.</p> <p>2 Q. Did you agree with the inspector's</p> <p>3 assessment?</p> <p>4 A. Yes.</p> <p>5 Q. You've been asked already a lot of</p> <p>6 questions about the step replacements on the</p> <p>7 escalators between the 2012 recommendations and</p> <p>8 the 2015 recommendations.</p> <p>9 My question is, assuming that the -- all</p> <p>10 of the steps on the down escalator were replaced</p> <p>11 in 2012, would it be usual or unusual for those</p> <p>12 steps to be cracked in 2015?</p> <p>13 A. I'm unsure if they were all replaced in</p> <p>14 2012. I don't recall that happening.</p> <p>15 Q. Assume, hypothetically, for purposes of</p> <p>16 my question, that they were.</p> <p>17 A. Assume they were replaced in 2012?</p> <p>18 Q. Correct.</p> <p>19 A. In that short amount of time, they</p> <p>20 shouldn't crack.</p> <p>21 MS. MCLEOD: Thank you, sir, for your time</p> <p>22 today. I appreciate it. I have no further</p> <p>23 questions.</p> <p>24 MS. MASTRANGELO: I just have a couple of</p> <p>25 questions.</p> <p style="text-align: right;">Page 198</p>

<p>1 EXAMINATION BY</p> <p>2 MS. MASTRANGELO:</p> <p>3 Q. Chris, how frequently were you in the</p> <p>4 Golden Nugget Laughlin building between, say, 2012</p> <p>5 and 2016?</p> <p>6 A. A minimum of twice a month.</p> <p>7 Q. And you said also, earlier, that a</p> <p>8 couple times a week, you used to go to the</p> <p>9 Starbucks that's downstairs at the Golden Nugget?</p> <p>10 A. Yes.</p> <p>11 Q. Was that the only Starbucks that was in</p> <p>12 Laughlin at that time?</p> <p>13 A. Yes.</p> <p>14 Q. And so you -- sounds like, by that, you</p> <p>15 were in the building usually more than twice a</p> <p>16 month.</p> <p>17 A. Probably. I had a coffee habit.</p> <p>18 Q. And when you went to get a Starbucks,</p> <p>19 did you usually take the down escalator to get</p> <p>20 downstairs to the coffee shop?</p> <p>21 A. Yes.</p> <p>22 Q. And tell us what type of inspection you</p> <p>23 would be doing at that time.</p> <p>24 A. At that time, I'd do a visual</p> <p>25 inspection to make sure the handrails were in the</p> <p style="text-align: right;">Page 199</p>	<p>1 under Repair, some things are logged under</p> <p>2 Callbacks, and they seem to sort of intermix.</p> <p>3 How do you decide whether you're going to</p> <p>4 put your entry under Maintenance or Repair or</p> <p>5 Callback, or does it matter?</p> <p>6 A. It didn't really matter to me, as long</p> <p>7 as I had my eight hours for the day. It's -- my</p> <p>8 time was allotted. As long as I got paid, I would</p> <p>9 just put it any ticket.</p> <p>10 Q. There was one entry that counsel</p> <p>11 referred you to look at earlier, and looks like</p> <p>12 it's 5/28/15, which is on page 2022.</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And your resolution there, relative to</p> <p>16 down escalator, was custom -- "Customer relations</p> <p>17 with Don Hartmann about cracked steps and worn</p> <p>18 step chain," and you logged two hours for that</p> <p>19 entry.</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Do you really think you spent two hours</p> <p>23 talking to Don Hartmann about these issues?</p> <p>24 A. No. I'm sure I observed the unit.</p> <p>25 Q. Okay. Would that be part of your</p> <p style="text-align: right;">Page 201</p>
<p>1 same speed as the steps, make sure the steps</p> <p>2 aren't shaky, nothing is loose, the comb plates</p> <p>3 have all their teeth, so nobody could be injured.</p> <p>4 Q. Each time that you were in the</p> <p>5 building, whether you were there for coffee or to</p> <p>6 look at something else, would you always ride the</p> <p>7 escalators?</p> <p>8 A. Yes.</p> <p>9 Q. And what other kind of things -- strike</p> <p>10 that.</p> <p>11 The examination, the visual inspection</p> <p>12 you mentioned, where you would ride the escalator</p> <p>13 and make sure the handrails were good, make sure</p> <p>14 the steps weren't shaky -- is all that considered</p> <p>15 preventative maintenance?</p> <p>16 A. Yes.</p> <p>17 Q. What other types of things are</p> <p>18 considered preventative maintenance on an</p> <p>19 escalator?</p> <p>20 A. Visually inspecting the steps, opening</p> <p>21 and cleaning the pits, oiling the step chains,</p> <p>22 cleaning the interior of the unit.</p> <p>23 Q. Now, there are some things in your</p> <p>24 maintenance callback and repair entries that are</p> <p>25 logged under Maintenance, some things are logged</p> <p style="text-align: right;">Page 200</p>	<p>1 preventative maintenance also?</p> <p>2 A. Yes.</p> <p>3 Q. And, in fact, you have that logged</p> <p>4 under Preventative Maintenance; is that right?</p> <p>5 A. Yes.</p> <p>6 Q. The callbacks that are listed as</p> <p>7 callbacks on this account history report, are</p> <p>8 those things that are generated by the building</p> <p>9 calling the 800 number or calling your office</p> <p>10 directly?</p> <p>11 A. By the building.</p> <p>12 Q. Okay. What if -- have there ever been</p> <p>13 situations where you're in the Golden Nugget doing</p> <p>14 something on an escalator, and an employee of the</p> <p>15 Golden Nugget would come up to you and mention</p> <p>16 some elevators acting up or the other escalator or</p> <p>17 something else?</p> <p>18 A. I'd look into each situation.</p> <p>19 Q. Do you recall that both of these</p> <p>20 escalators were inspected every year by the State</p> <p>21 of Nevada or a third-party inspector on behalf of</p> <p>22 the state?</p> <p>23 A. Yes.</p> <p>24 Q. When the state inspector or the</p> <p>25 third-party inspector is doing an internal</p> <p style="text-align: right;">Page 202</p>

1 inspection of the escalator, what exactly does
2 that mean?
3 **A. Normally, after we put the barricades**
4 **up, we take all the decking covers off so we can**
5 **pull the controller out, we can get into the unit,**
6 **take a step out, check all the safety switches in**
7 **the pit, the unit, the upper pit, check the**
8 **controller, make sure there isn't any jumpers, and**
9 **check the break torque as well.**
10 Q. And would there be any way that a state
11 inspector could do that type of internal
12 inspection without an employee of ThyssenKrupp
13 being there to provide him access?
14 **A. No.**
15 Q. Okay. The very last time that you
16 inspected this down unit before Mr. Brown's fall
17 was on May 7, 2015. We've discussed that entry a
18 couple of times already, but I'd just like you to
19 look at it again. And that's on page 2014.
20 Do you see that?
21 **A. What's the date?**
22 Q. May 7, 2015.
23 **A. Yes.**
24 Q. Okay. So May 7, 2015 -- so about five
25 days before Mr. Brown's fall, you were at the

Page 203

1 Golden Nugget, and you made this entry.
2 Did you ride the escalator on that
3 occasion?
4 **A. Of course, several times.**
5 Q. And did you do a visual inspection?
6 **A. Yes. And I checked all the steps as**
7 **well.**
8 Q. Okay. So did you open it up and remove
9 a step to look underneath also?
10 **A. No.**
11 Q. Okay. What -- in addition to just
12 riding it and visually looking at it, what other
13 type of inspection did you do where you would have
14 been able to look at these step-chain roller
15 assemblies?
16 **A. I was able to look around -- look --**
17 **after opening the lower pit, I was able to get in**
18 **and look at the step-chain rollers. And if -- if**
19 **I look around the side, then I can see the steps**
20 **as well.**
21 Q. Okay. So you don't have to remove a
22 step, but you do open the lower pit to be able to
23 look at this stuff?
24 **A. Yes.**
25 Q. Okay. On that date, May 7, 2015, did

Page 204

1 you find that any of the steps were shaky?
2 **A. No.**
3 Q. Did you find that the handrail was
4 running in sync with the steps?
5 **A. Yes.**
6 Q. Did you find anything abnormal about
7 the riding of the escalator?
8 **A. No.**
9 Q. And did you look at the step chain at
10 that time?
11 **A. Yes.**
12 Q. All right.
13 MS. MASTRANGELO: I don't have any other
14 questions.
15 **FURTHER EXAMINATION**
16 **BY MR. IQBAL:**
17 Q. Mr. Dutcher, I should -- I should be
18 done fair -- fairly quickly over here.
19 The inspection on the 13th, that was
20 purely a -- a visual inspection that the state
21 inspector did, correct?
22 **A. Yes.**
23 Q. Okay. And when you would go for coffee
24 at Starbucks, were you on the clock?
25 **A. Sometimes it'd be before the clock,**

Page 205

1 **sometimes on the clock.**
2 Q. Okay. But when you would just go
3 because of your coffee habit and you weren't
4 working, you would just ride it down once and then
5 once back up, correct?
6 **A. Yes.**
7 Q. Okay. And you testified earlier that
8 when you greased all the step-chain rollers, you
9 were just looking at those and you didn't actually
10 check for cracks in the steps, correct?
11 **A. Yes.**
12 Q. All right. Now, if you turn to
13 JNB 002017, we have June 8, 2015, two separate
14 entries.
15 Do you see that?
16 **A. Yes.**
17 Q. How come your name is not on either one
18 of those entries?
19 **A. At that time, I was busy doing service**
20 **elsewhere; and they had a repair crew available,**
21 **so they sent them down.**
22 Q. So your knowledge of the replacement of
23 the bad step chain comes from just what we're
24 looking at here today, not your personal
25 knowledge, correct?

Page 206

1 **A. And the knowledge of that notice of**
2 **violation.**
3 Q. Right. But you weren't actually there?
4 **A. No.**
5 Q. And you actually didn't do the repairs?
6 **A. I didn't do that repair, no.**
7 Q. Okay. And who is Cameron Johnson?
8 **A. He's a repair mechanic for**
9 **ThyssenKrupp.**
10 Q. And who is Brandon Webster?
11 **A. He -- at the time, he was a -- an**
12 **apprentice.**
13 Q. Okay. Have you talked to either one of
14 those two individuals about this repair?
15 **A. Not in the last few years.**
16 Q. Okay. Is it typical that, if someone
17 else came in and repaired an escalator that was
18 under your attention and in your area, would you
19 then follow up with a discussion with those repair
20 individuals?
21 **A. We may have spoke thereafter, that**
22 **week.**
23 Q. You're just speculating, correct?
24 **A. I know I spoke to them the day they**
25 **were done.**

Page 207

1 Q. Okay. Is that standard procedure?
2 **A. Yes. They usually check out a mechanic**
3 **that takes care of it.**
4 Q. Usually, or all the time?
5 **A. Usually.**
6 Q. Okay. So they may have spoken with
7 you, but you're not 100% sure?
8 **A. I know I spoke with them a few times**
9 **during the repair.**
10 Q. Okay. During the repair?
11 **A. Yes. They called me on the phone.**
12 **They might have needed something.**
13 Q. Got it. Okay.
14 Then, finally, if you turn to -- this is
15 my last question -- JNB 002029.
16 Let me know when you're there.
17 **A. I'm there.**
18 Q. Okay. So you have an entry from
19 November 30th, you have an entry from
20 December 3rd, and you have an entry from
21 December 4th. And it shows "Clean down unit,"
22 "Clean down unit," "Performed clean down."
23 Is that the same thing, "Clean down unit"
24 and "Performed clean down"?
25 **A. Yes.**

Page 208

1 Q. Okay. Why were you there, in a span of
2 a few days, three -- three separate times?
3 **A. Taking -- for a clean-down, you have to**
4 **remove a lot of steps, at least half of the steps**
5 **by the escalator.**
6 Q. Okay.
7 **A. And then, after you remove them, you**
8 **have to clean down the interior of the unit, which**
9 **can take some time.**
10 Q. Okay. And it -- it shows eight hours,
11 seven hours, four hours.
12 Is that -- is that typical for a
13 clean-down process?
14 **A. Yes. It's usually three to five days.**
15 Q. Okay. Got it.
16 And if an escalator has multiple types of
17 steps, as we talked about with this one, having
18 some axle and then some of the old-school KONE
19 rigid steps --
20 **A. Yes.**
21 Q. -- does it make sense to just inspect
22 one step during an annual inspection?
23 **A. Well, during the annual inspection, we**
24 **just remove the step --**
25 Q. Right.

Page 209

1 **A. -- so we can access the interior of the**
2 **escalator.**
3 Q. Right. Does it make sense to only
4 inspect one step -- the minimum one step that you
5 did on all of your annual inspections, correct?
6 MS. MASTRANGELO: Objection,
7 mischaracterizes testimony.
8 BY MR. IQBAL:
9 Q. So during any of your annual
10 inspections, have you ever removed and examined
11 more than one step?
12 **A. I just removed the step. I didn't**
13 **remove it to examine it.**
14 Q. Okay. All right. During your annual
15 inspections, when you'd remove a step, do you
16 examine that step or just simply remove it to see
17 underneath the unit?
18 **A. Remove it to see underneath.**
19 Q. Okay. Not to actually examine the
20 step?
21 **A. Correct.**
22 Q. Okay. All right.
23 MR. IQBAL: Thank you, sir.
24 MS. MASTRANGELO: Do you have anything
25 more, Alex?

Page 210

<p>1 MS. MCLEOD: I do have a follow-up.</p> <p>2 FURTHER EXAMINATION</p> <p>3 BY MS. MCLEOD:</p> <p>4 Q. On that same page, page number 2029,</p> <p>5 the top entry from December 5, 2012, also notes</p> <p>6 that steps were being replaced during that</p> <p>7 clean-down process, Mr. Dutcher; is that correct?</p> <p>8 A. They may have been reinstalled, is what</p> <p>9 I meant to write.</p> <p>10 MS. MCLEOD: That answers my question.</p> <p>11 Thank you very much.</p> <p>12 MS. MR. IQBAL: Some really quick.</p> <p>13 FURTHER EXAMINATION</p> <p>14 BY MR. IQBAL:</p> <p>15 Q. The -- the entry says "replacing"</p> <p>16 steps, but you -- you -- you meant to write</p> <p>17 "reinstalled"?</p> <p>18 A. Yes.</p> <p>19 Q. After you make entries on your Thyssen</p> <p>20 Smart --</p> <p>21 A. -- device.</p> <p>22 Q. -- device, do you ever go back and --</p> <p>23 A. I can't correct it.</p> <p>24 Q. You can't correct it.</p> <p>25 A. Once it's in and it's sent, it's it --</p> <p style="text-align: right;">Page 211</p>	<p>1 Alexandra.mcleod@aig.com.</p> <p>2 THE REPORTER: And would you like exhibits</p> <p>3 also?</p> <p>4 MS. MCLEOD: Yes, please.</p> <p>5 THE REPORTER: Would everybody like</p> <p>6 exhibits? Do you need a copy? Do you?</p> <p>7 MS. MASTRANGELO: I'm going to take mine by</p> <p>8 e-mail, so, yes.</p> <p>9 MR. IQBAL: Yes.</p> <p>10 THE REPORTER: Very good. Thank you very</p> <p>11 much.</p> <p>12 VIDEOGRAPHER: This concludes the</p> <p>13 deposition. We are going off the record at</p> <p>14 3:39 p.m.</p> <p>15</p> <p>16 (Time noted: 3:39 p.m.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 213</p>
<p>1 Q. Okay.</p> <p>2 A. -- regardless if I want to enter more</p> <p>3 information or not.</p> <p>4 Q. Got it.</p> <p>5 MS. MASTRANGELO: I have one more.</p> <p>6 Are you finished?</p> <p>7 FURTHER EXAMINATION</p> <p>8 BY MS. MASTRANGELO:</p> <p>9 Q. Chris, counsel had asked you about</p> <p>10 removing one step during an annual.</p> <p>11 You're not removing one step to look at</p> <p>12 the step, is the way I understood your testimony.</p> <p>13 A. Correct.</p> <p>14 Q. Why are you removing one step?</p> <p>15 A. We're removing one step so the</p> <p>16 inspector can visually observe the interior of the</p> <p>17 escalator and so we can torque the brake.</p> <p>18 MS. MASTRANGELO: Okay. Thank you.</p> <p>19 MS. MCLEOD: That's everything for me.</p> <p>20 Thank you very much.</p> <p>21 THE REPORTER: Ms. Mcleod, this is the</p> <p>22 court reporter. Do you need a transcript?</p> <p>23 MS. MCLEOD: I would like a copy of the</p> <p>24 transcript. Please e-mail an e-transcript to</p> <p>25 me. My e-mail address is</p> <p style="text-align: right;">Page 212</p>	

1 A C K N O W L E D G E M E N T O F D E P O N E N T

2

3 I, CHRIS DUTCHER, do hereby acknowledge I have
4 read and examined the foregoing pages of testimony,
5 and the same is a true, correct and complete
6 transcription of the testimony given by me, and any
7 changes or corrections, if any, appear in the
8 attached errata sheet signed by me.

9

10

11

12

13

Date

CHRIS DUTCHER

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS	EXAMINED BY	PAGE
Chris Dutcher	Mr. Iqbal	4, 205,211
	Ms. Matrangelo	199,212
	Ms. McLeod	193, 211

E X H I B I T S

PLAINTIFF EXHIBIT	PAGE
FOR IDENTIFICATION	
1, Account History Report	77
2, e-mails Bates-numbered JNB 002187 to 002190 and JNB 002196 to 002197	93
Exhibit 3, KONE Product Bulletin	129

C E R T I F I C A T E

I, RENATE REID, a Shorthand Reporter and Notary Public
within and for the State of New York, do hereby certify:

That the witness, CHRIS DUTCHER, whose deposition is
hereinbefore set forth, was duly sworn by me and that such
deposition is a true record of the testimony given by the
witness.

I further certify that I am not related to any of the
parties to this action by blood or marriage, and that I am in
no way interested in the outcome of this matter. The witness
will sign.

IN WITNESS WHEREOF, I have hereunto set my hand this
28th day of May, 2018.

RENATE REID

<u>WORD INDEX</u>			
< \$ >	101 2:4	142:9 144:19	15, 21 152:3, 6, 20
\$10,000 38:10	11 92:10	215:11	153:9, 14 154:8
\$27,700 137:16	11:19 67:23	2, 125:18	155:3, 7, 22 156:11,
\$5,000 38:9 41:13, 18	11:44 68:2	2:07 143:2, 5	18 157:8, 22 158:5,
\$89,916 130:17	1-100 1:8, 8	20 8:22	6, 8, 14 163:16
	114 141:9 190:8, 12, 18 191:21 192:3, 13, 15	2003 7:2, 4, 7 8:3, 6 9:6	173:25 174:1, 18, 18
	1175 2:4	2005 141:12	175:4 176:1 184:9
< 0 >	118 127:10, 17, 20 130:19 131:2	2006 9:12	185:6, 14, 21 186:2, 3 187:2 189:14
002013 77:16 78:15	134:13 135:1, 4	2007 8:2, 3, 6, 15	190:16 191:15, 18,
002016 181:20	136:5, 21 137:7	2008 8:16, 17, 18 9:24	20 195:5, 12, 18, 25
002017 183:22 206:13	139:19	2010 10:8, 11, 20 11:22 13:5 14:19	196:17 197:1, 11, 18
002018 157:20	12 92:2 140:16, 16 141:8 144:14	16:15 17:23 19:10	198:8, 12 203:17, 22,
002022 150:1	163:16 174:18	20:23 23:22, 24	24 204:25 206:13
002029 140:19 208:15	190:7 195:12, 18 197:1, 11, 18	25:4 28:16 44:20	2016 44:21 190:16
002034 124:14, 16 130:9	129 215:13	56:11 66:9 86:1	191:24 199:5
002037 129:22 130:9 131:6	12th 127:2 130:17 131:1 141:15	90:10, 25 91:17	2017 72:21 73:11
002048 146:23	143:25 165:24	92:3, 8, 10 93:4	77:25 78:1 190:16
002187 93:18 215:11	169:13 170:17	103:1 107:6	2018 1:11 3:4
002188 107:6	171:14 173:20	110:23 111:3, 10, 14, 21 112:2, 4, 15	10:19 11:22 12:18
002190 93:18 215:12	184:21 192:12	113:14 189:13	14:19 19:11 20:23
002196 93:18 215:12	13 181:23 195:4, 25 196:16	2011 13:18 31:12 60:25 90:10, 24	25:5 33:16 56:11
002197 93:19 215:12	13th 165:8 205:19	92:3 93:4	66:9 91:17 113:14
013 77:17	14 1:11 3:4 86:7, 23 87:3, 12 88:13	2012 12:16, 18 13:19 31:12 60:25	184:25 190:16
03 9:9, 14	15 78:6 80:22 81:6 92:3 201:12	90:10, 24 125:15, 15	192:13 216:14
06 9:14 10:2	16 89:23 90:6 147:2 150:12	138:9, 12 140:2, 4, 8, 14, 16, 20 141:8	2019 156:15, 16
07 9:9	152:3, 6, 20 153:9, 14 154:7 156:10	143:20 144:7, 14, 19	202 99:14
08 10:2	158:14 185:6	146:14 190:7, 12, 14, 15, 17 192:11 198:7, 11, 14, 17 199:4	2020 155:5 162:22
< 1 >	16th 154:1, 18 157:7 158:24	211:5	2021 155:2 162:22
1 67:22 77:7, 20 78:21 85:25 92:8 94:18 95:2, 6 100:12 110:20 124:12, 17, 18 143:17 146:21 159:10 215:10	17 125:15	2013 89:23 90:6, 22 140:2, 5, 9 181:24 190:16	2022 153:16 162:24, 25 186:5 201:12
1:13 142:10	17th 158:25	2014 26:11 86:7, 23 87:12 88:13 90:21	2029 143:17 211:4
10 78:6	18 125:15	159:12 163:15	2034 143:25 144:10, 13
10:07 1:12 3:5	19 157:22	172:2 190:16	2037 130:1 144:1, 18
100 84:25 208:7	193 215:6	203:19	2048 152:4
	199,212 215:5	2014, 87:3	205,211 215:4
	< 2 >	2015 26:11 86:1 90:9, 24 92:17, 20 93:1 100:15	211 215:6
	2 68:1 93:16, 17 114:5 115:23 124:17 131:8	112:15 147:2	2187 94:10 108:11
		150:2, 10, 12 151:4,	2188 94:11 102:24
			2196 114:7
			2197 114:8
			228 99:5, 9
			24 176:1
			240 98:13
			24-hour 187:14
			25th 163:13 178:21, 23
			26 95:18 97:16
			99:11 103:1

106:23 107:6 108:25 109:7 113:20, 24 26th 106:19 107:10 108:2 109:6 184:12, 20 27 130:6 150:10 151:6 162:23 163:10 27th 106:21 108:17 109:6 174:8 28 150:2, 16 151:4, 12, 21 163:10 187:2 201:12 28th 153:18 186:11 216:14 2917 116:1 2-by-4 105:19 2nd 132:20 139:20 141:9 < 3 > 3 129:6, 7 141:22 143:4 151:15 215:13 3:10 193:8 3:16 193:12 3:39 213:14, 16 30 77:25 127:7, 9, 9, 16 300 2:16 30th 208:19 31 86:1 34 130:11 366-0622 2:18 37 84:16 130:6 38 84:16 383-3400 2:11 3rd 2:9 153:18 208:20 < 4 > 4 99:7 193:11 215:4 40 80:14 147:5, 12, 24 148:10 152:10, 13 153:6, 11 155:23, 25 162:18 48 98:14 4th 208:21	< 5 > 5 7:2 62:5 100:15 140:16, 20 141:16 143:20 144:6 146:14 150:2, 10, 16 151:4, 6, 12, 21 156:17 162:23 163:10, 10, 16 171:25 172:1 201:12 211:5 50 98:14 519 1:15 3:6 57 98:16, 22, 25 99:1, 7 123:25 124:2 127:9 136:22 137:8 138:14 139:20 141:10 147:25 172:16, 22 58 131:9 139:13 < 6 > 6 78:1 155:6, 22 60 80:6, 7, 17 98:12 62,200 137:13 62,214 131:6 6th 1:15 156:12 < 7 > 7 100:15 171:25 172:1 174:1, 18 175:4 203:17, 22, 24 204:25 700 2:9 702 2:6, 11, 18 7455 2:16 750-2950 2:6 77 215:10 79 84:14 7th 173:20 175:8 < 8 > 8 184:9 206:13 80 8:22 84:14 800 202:9 89,900 137:13 89101 2:10 89109 2:4 89113 2:16	8th 1:15 3:6 184:22 < 9 > 93 215:11 95 62:2 < A > a.m 1:12 3:5 67:23 68:2 160:2 A-16-739887-C 1:4 ability 24:12 able 72:25 73:1, 11 92:13 132:5 173:6 204:14, 16, 17, 22 abnormal 205:6 abrupt 183:10 absolutely 114:1 accepted 191:22 access 49:25 50:3 51:18 52:6 73:12, 13 75:2 76:4, 4 82:25 85:15 92:24 93:2, 6, 8 203:13 210:1 accessible 33:25 34:4 47:3 92:5 accident 74:5, 14 75:4 76:22 101:8 104:6, 13 109:11 111:13, 24, 25 159:15 161:3 166:3 168:8, 13 169:4, 9 170:3 194:22 195:18 account 76:13, 16, 21 77:15, 20, 24 78:21 80:14 83:8 110:21 112:2 138:8 139:24 149:23 186:1 202:7 215:10 accurate 161:8 acknowledge 214:3 Acquired 100:24 acting 202:16 action 216:10 activity 155:3 actual 82:10 141:11 add 22:11 55:12	172:10 addition 204:11 additional 7:23 22:5, 12 Additionally 132:7 address 12:23 13:2, 24 14:3, 7 59:20, 21 60:2 212:25 addressed 195:11, 17 addresses 14:8 94:17 adjust 118:15 adjustment 118:11 adjustments 132:9 administrator 83:9 advanced 23:25 after-hours 166:25 167:5, 18 afternoon 193:15 age 56:6, 6 84:4 85:3 97:18 113:9 aging 97:19 ago 24:19 26:13 52:21 74:6 111:10 153:2 171:16 183:15 189:10, 11 agree 121:2, 12 123:4, 7, 9, 12 124:5 126:14 127:16, 19 130:25 186:17 198:2 agreement 39:10 187:4 Ah 160:12 ahead 5:12, 22 36:10 50:10 88:15 145:4 197:6 Airport 9:21 10:3 al 3:9, 9 alcoholic 6:4 alert 37:3, 4 Alex 77:9 93:20 129:9 192:20 210:25 ALEXANDRA 2:16 3:17 5:9 alexandra.mcleod@ai g.com 2:18 213:1 Ali 60:2 allot 23:4
--	--	--	---

<p>allotted 68:18, 24 201:8</p> <p>allow 22:5</p> <p>allowed 22:1</p> <p>alongside 195:25</p> <p>amount 38:6, 14 81:6 127:12, 17 131:25 151:10 198:19</p> <p>Angeles 9:7, 9, 10</p> <p>Annual 79:1 83:11, 17 85:5, 9 86:6, 10 88:3 89:22 90:9 91:5, 9, 12, 17, 21 92:25 209:22, 23 210:5, 9, 14 212:10</p> <p>answer 4:21 5:12, 13, 15, 22 6:13 38:12 82:8 96:19 137:2 145:13 197:6</p> <p>answering 4:23 167:9, 15, 16, 18, 20, 25 168:4</p> <p>answers 5:4 211:10</p> <p>anybody 30:10 45:7 160:15</p> <p>anymore 28:9</p> <p>anytime 121:22 178:1 191:18</p> <p>apparently 132:13 133:11</p> <p>appear 90:8 94:21 139:14 214:7</p> <p>appears 86:5, 6 89:22 95:11 106:18 116:12 121:6 126:2 129:25 130:21</p> <p>applicable 5:4</p> <p>application 168:11</p> <p>applied 175:23</p> <p>apply 102:13, 15</p> <p>appreciate 198:22</p> <p>apprentice 7:10 18:15 207:12</p> <p>approach 121:15</p> <p>approached 70:6</p> <p>approval 36:10, 13 40:5 47:24 48:2 135:14</p> <p>approve 35:25</p>	<p>approved 40:18 61:22</p> <p>approximately 10:22 14:1 21:3 41:17 117:4 119:1 123:10 124:7 137:17</p> <p>approximation 41:15</p> <p>April 176:1</p> <p>area 11:23 16:9 19:25 169:23 207:18</p> <p>areas 16:12</p> <p>argumentative 174:21, 23</p> <p>arose 141:16</p> <p>arrival 177:4</p> <p>arrive 164:23</p> <p>arrived 44:20 164:22 176:23</p> <p>Arroyo 2:16</p> <p>asap 182:16</p> <p>aside 25:22 30:1</p> <p>asked 5:19 33:20 71:1, 6, 13 106:19 165:12 193:21 198:5 212:9</p> <p>asking 4:21 41:16 77:15 78:7 108:10 141:24 179:14</p> <p>asks 52:13 162:13</p> <p>assemblies 101:1 102:9 171:22 172:15 173:2 204:15</p> <p>assessment 126:14 175:18 198:3</p> <p>assigned 10:12 12:3, 6, 15, 17, 18 13:23 14:19, 24 19:24 20:14, 19 30:8 44:13, 18 45:1 66:9 86:22, 23 87:4, 5 88:2 90:1 91:16 156:24 177:25 183:24</p> <p>assignment 12:7</p> <p>assist 18:5</p> <p>assistance 18:10</p> <p>associate 65:16</p>	<p>ASSOCIATED 1:9 8:19, 20 58:24 62:6 76:23 180:2</p> <p>ASSOCIATES 2:14 3:18</p> <p>association 71:2</p> <p>assume 5:23 9:2 87:8 90:5 116:9 175:11 184:8 198:15, 17</p> <p>assumes 179:18</p> <p>assuming 198:9</p> <p>attached 109:19 126:7 214:8</p> <p>attachment 93:21</p> <p>attachments 77:11</p> <p>attended 195:24</p> <p>attention 207:18</p> <p>Attorneys 2:3, 9, 14</p> <p>atypical 171:8</p> <p>August 125:15, 15 155:6, 22 156:12</p> <p>authority 34:19 35:18</p> <p>authorization 35:2, 13 36:19 61:7, 16</p> <p>authorizations 35:6</p> <p>authorize 35:20 36:25</p> <p>authorized 61:5</p> <p>automatically 167:21</p> <p>available 73:22 89:19 206:20</p> <p>Avenue 1:15 3:6 135:25</p> <p>Avi 11:10</p> <p>aware 34:13 60:10 64:3 94:15 170:7, 11 179:10, 15, 21 180:1 187:7</p> <p>axle 209:18</p> <p>axles 120:17 134:8</p> <p>< B ></p> <p>Baba 60:3</p> <p>back 10:8 13:16, 16 26:11, 15, 18 27:1 28:5 30:24 42:3 48:18 51:14 55:1, 11 58:20</p>	<p>63:8 68:1, 12 81:2 93:11 97:14 107:3 108:3 110:20 111:9, 14 112:2, 5 113:11 114:6 118:17 123:6 124:12, 12 136:19 140:13 143:4, 8 153:16 163:15 175:8 176:16 184:24 186:5 193:11 206:5 211:22</p> <p>back-and 114:12</p> <p>backwards 140:14</p> <p>bad 96:15 97:22 183:25 206:23</p> <p>balance 179:5</p> <p>barricade 83:21</p> <p>barricades 165:9, 16, 19, 20 168:23 203:3</p> <p>base 120:9</p> <p>based 104:3 116:10 135:6 153:3, 5 174:13</p> <p>baseline 98:11</p> <p>basement 157:12</p> <p>basically 28:18</p> <p>basis 5:11 106:6</p> <p>Bates 77:16 78:3 94:6, 7, 9 124:13</p> <p>Bates-numbered 93:17 215:11</p> <p>bearings 37:10</p> <p>beginning 50:22</p> <p>behalf 3:3, 13, 18 202:21</p> <p>Bekla 64:23</p> <p>belief 173:18 174:12, 16 175:3, 20</p> <p>believe 14:4, 20 43:11 44:16 48:20 60:2 62:21 72:3 84:14 86:16 88:25 98:14 103:7, 20 118:8 124:22 134:4 152:25 164:13 196:4 197:21</p> <p>believed 142:2</p>
---	--	--	---

<p>175:15 Belka 64:23 bell 64:23 65:10 Belle 11:7 better 133:7 beyond 22:6 120:25 188:2 bid 190:1 big 70:12 116:17 180:22 Bill 88:4, 10 bit 21:16 23:4 101:15 193:21 blood 216:10 blow 105:20 bolt 172:8 bolts 120:16 148:24 172:7 books 50:18 born 11:16 bottom 42:19 114:7, 17 120:6, 9 130:2 157:21 184:25 box 30:24 32:14 37:8 brake 83:24 85:15, 16 212:17 brand-new 134:16, 19 Brandon 207:10 break 6:9, 11, 14 67:19 68:8 105:14 128:12 139:25 142:6 143:9, 13, 19 177:11 192:22, 25 203:9 bring 81:10 broad 188:6, 7 broke 105:4 109:19 170:17 171:15 broken 170:12 brought 81:12 BROWN 1:2, 3 3:9 Brown's 195:5, 11, 18 203:16, 25 brunt 17:8 building 34:24 36:6 37:13 65:14 177:22 178:1</p>	<p>199:4, 15 200:5 202:8, 11 built 119:21 bulletin 119:14 126:3, 4 129:7, 10 215:13 bunch 184:5 BUSINESS 1:8 39:13 busy 22:18 80:7, 9 206:19 buying 52:21 54:8 Bye 193:5 < C > calendar 27:17 call 36:14, 16, 17 37:10 61:14, 20 62:2 64:5 70:2, 10 104:14, 16 158:17 160:16, 16 162:4 166:20, 22, 23, 24, 25 167:7, 19, 22, 23 178:4 193:1, 3 194:14, 24 Callback 79:3 200:24 201:5 callbacks 79:6 201:2 202:6, 7 called 3:23 24:4 31:18 40:1 46:12, 13, 15 120:21 175:7 176:17 177:15, 17 208:11 caller 160:18 164:16 166:14 168:4 175:10 176:2 calling 132:21 202:9, 9 calls 22:18 36:23 38:11 66:14, 18, 21 74:15, 17, 18 75:2 76:4, 5, 18 104:6 132:19 133:17 136:24 145:3, 5 173:22 187:24 197:2, 13, 19 camera 24:18, 21 Cameron 207:7 capacity 25:17</p>	<p>47:16 car 96:15 113:10 care 30:6 208:3 Carr 20:9 CARVALHO 2:6 Case 1:4 71:3 99:5 178:22 194:3, 22 CASES 1:9 casino 35:5, 7, 25 37:4 104:16, 18, 19 casinos 11:1 27:8 56:20 57:13, 21 category 159:7 cause 106:12 115:14 119:6 126:9 128:5 197:17 caused 96:24 109:10 116:23 CBS-included 187:15 ceiling 105:20 Center 2:4 34:7 certain 29:7, 8, 11 48:5 115:12 120:11, 25 certain-size 41:6, 7 certification 7:5, 13 certify 216:4, 9 chain 36:5 96:9 101:4, 7 114:13 115:19 148:25 150:18 151:24 171:21 179:12 180:2, 5, 8, 14 181:4, 7, 10, 14 183:25 184:7, 8 186:13 191:12, 14 205:9 206:23 chain, 201:18 chains 200:21 change 37:9 139:25 changed 37:9 43:21 changes 214:7 charge 89:9 116:7 check 83:23, 24 106:20 113:15 203:6, 7, 9 206:10 208:2 checked 112:8 114:1 156:12 204:6</p>	<p>checking 73:25 195:20 CHRIS 1:14 3:8 95:8, 15 106:22 108:22, 23 135:3 199:3 212:9 214:3, 13 215:4 216:5 Christopher 4:5 87:4 147:8 Christopher.Dutcher @tke.net 14:6 Christopher.Dutcher @tkelevator.net 12:25 circumstances 55:15 City 11:13 clarification 52:13 clarify 107:2 CLARK 1:1 3:10 Clean 208:21, 22, 22, 23, 24 209:8 clean-down 141:2 145:8, 9 209:3, 13 211:7 cleaned 144:4 cleaner 134:17 136:11 cleaning 17:3, 10 200:21, 22 clear 5:16 19:23 27:23 35:22, 24 39:2 122:24 Clendenen 87:13 click 91:10 Clint 64:22 114:22 118:18 clock 205:24, 25 206:1 close 95:8 104:22 105:25 107:17, 23 109:1 116:8 126:10 127:13 131:10 148:12 150:19 152:17 157:24 closed 119:3 closer 11:17 189:12 Cloud 34:5, 6 73:15 CN50 31:18 32:3, 4 33:5 34:3 75:17, 18</p>
--	--	---	--

<p>codes 29:8 58:15 188:21 coffee 42:19, 25 52:21 54:8 178:6 199:17, 20 200:5 205:23 206:3 Colorado 11:7 comb 105:4 110:8, 10 194:17 200:2 come 31:5 40:2 62:3 110:15 124:9 134:24 181:12 202:15 206:17 comes 76:1 206:23 coming 113:16 commenced 7:8 communicate 36:15 126:16 communicated 186:16, 21 Companies 133:10 company 18:12 25:13 26:21 28:7, 10, 15, 19, 23 34:13 72:1 89:16 113:1, 2 188:18 189:2, 20 company's 196:12 compare 130:9 comparison 171:11 complained 40:2 complete 50:25 193:25 214:5 completeness 54:15 completion 50:14 51:22 compliant 132:10 complicated 41:19 component 134:25 concern 56:23 135:7, 10, 15 concerned 57:9 60:12 concerns 56:14, 16 126:17 151:16, 19, 20 186:6, 17, 18, 21 187:2 concludes 213:12 condition 119:13, 19, 20 121:8 194:15 conjunction 195:3</p>	<p>196:16 connect 81:3 consider 22:25 considered 200:14, 18 constitutes 127:17 construction 8:10 9:11 contained 78:23 CONTINUED 68:3 143:6 185:13 continuing 157:8 158:4 contract 35:21 controller 203:5, 8 Convention 2:4 conversation 70:8 conversations 70:15 118:20 153:17, 22 copy 77:8 129:3, 17 212:23 213:6 corners 120:6 CORP 1:7 corporation 1:6, 7 correct 8:15 9:1 12:9 15:2 16:19 19:4, 8, 25 20:23 25:24 29:24 32:6, 15 33:16, 22 38:19 40:19 42:4 44:3 47:20 48:19 51:9 53:21 54:21, 24 57:18 60:22 61:10 66:11 69:21 70:24 75:16 79:14, 18 81:24 82:19 84:11, 17 88:13, 19 90:22, 25 91:13 92:18 94:22 99:2 107:10 108:14, 17 109:7 111:17, 21 112:4 122:8, 11, 14 123:2 127:4, 7 130:1, 20 131:3 136:5, 8, 12, 23 137:5, 8, 22 138:1, 5 139:9, 13, 21 140:21, 24 143:21 144:1, 8, 19, 24 146:7 147:2, 9 148:17 149:20 151:6, 12, 13, 17</p>	<p>152:4, 7, 10, 21 153:12, 19 154:2 155:3, 24 156:13, 14 157:10, 18, 19 158:11 159:8 163:10, 13, 14 169:1, 8 174:2, 10 175:18, 19 176:18, 19, 21 179:1 181:1, 18 184:13 185:3, 7 187:2 191:18, 19, 22, 23 192:3, 4, 16 194:25 195:1, 6, 22, 23 198:18 205:21 206:5, 10, 25 207:23 210:5, 21 211:7, 23, 24 212:13 214:5 corrections 214:7 correctly 148:13 counsel 3:11 5:14 78:4 94:3 171:18 195:3 201:10 212:9 COUNTY 1:1 3:10 couple 13:13 19:15 51:17 68:14 130:10 198:24 199:8 203:18 course 204:4 COURT 1:1 3:10, 20 4:11, 17 77:5 93:14 212:22 cover 188:8 coverage 187:13, 19, 21, 22, 23 188:5, 6 coverages 187:19 covered 36:4 covers 187:23 203:4 coworkers 89:4 crack 119:7, 16 120:9, 13, 18 121:13, 16, 24 128:11 133:6 134:8 198:20 cracked 119:2 123:10, 20, 25 124:7 128:4, 18 132:6 141:17 147:5 150:18, 24 151:12, 23 152:16 153:23 155:23 162:18 163:5 173:7 174:9</p>	<p>186:12 198:12 201:17 cracking 122:14 123:2, 16 147:13, 18, 24 148:12 149:11, 11 152:15 153:12 154:25 173:16 185:10, 11 cracks 119:9 120:7, 8, 16, 21 121:3, 18 126:9 127:7, 13 128:9 133:2, 23 148:11, 20, 20, 21, 22, 23, 24 152:14 155:24 159:7 173:6, 9, 18 174:16 175:3 206:10 crash 72:15 73:23 81:3 82:6 97:4 104:22 105:1, 9, 12 106:2, 6 107:16, 23 109:16 110:5, 15 crashed 72:13, 24 105:4 109:11 crashes 106:14 110:10 112:7 create 97:14 180:18, 19, 20 creating 82:12 149:17 crew 206:20 critical 148:12, 20, 23 149:2, 10, 11 150:23 151:1, 22 152:6, 15, 20 153:12 154:5, 9, 12, 13, 15, 25 155:19, 24 156:1, 3, 10, 11 158:9 159:7 185:10, 10 Crossing 2:16 CS50 75:15 current 12:23 14:10, 11 26:15, 16, 19, 19 27:17 33:13 44:23 currently 15:20 31:1 33:9 43:8 44:15 156:6 curve 198:1 cust 159:16</p>
---	--	---	---

<p>c-u-s-t 159:20 cust, 159:20 custom 201:16 customer 10:23 35:5, 12 39:11 40:1, 18 47:11, 12 48:3, 16 49:3 61:5, 7, 15 135:17 145:24 150:17 156:19 159:21 186:11 187:24 201:16 customer's 47:23 48:2 135:14 cut 193:20</p> <p>< D > damaged 106:20 data 69:16, 18 date 3:4 13:1, 3, 11 52:16 86:12 87:3, 12 92:8 100:7, 9, 11 110:1 181:23 189:9 190:14, 17 203:21 204:25 214:13 dated 125:15 131:1 144:14 147:2 163:16 dates 85:24 day 7:17 10:15, 17 11:12 28:16 84:22 88:13 106:21 108:19 117:17, 18 118:3, 6, 7 164:24, 24 165:7, 9, 10 168:19, 25 169:14 177:2 179:10, 21 192:14 196:20, 23 201:7 207:24 216:14 days 101:8 117:4, 12 118:9 159:4 162:19 195:21 203:25 209:2, 14 deal 37:15, 17, 18, 20 64:25 103:18 dealing 29:18 45:7 dealt 45:4, 8 103:20, 25 December 86:1 92:2 140:20</p>	<p>141:11, 16 143:20, 24 144:6, 24 146:14 208:20, 21 211:5 decide 201:3 decided 24:21 97:21, 22 decides 105:13 deck 83:22 decking 203:4 Defendants 1:8 2:14 194:3 delete 25:15 32:17 33:2 46:23 deleted 26:6 deleting 34:14 denoted 78:15 department 35:9 40:17 44:19 47:20 49:22 Depend 117:19 depended 37:5 41:10 54:16 Depending 57:14 80:23 84:4 98:10 146:1 159:5 depends 84:5 182:24 183:17 Depo 3:3 Deposition 1:14 3:7 4:9 62:23 74:9 213:13 216:5, 7 Dept 1:5 described 106:6 description 22:11 159:15 160:13 166:17 167:14 175:9 design 148:6 desire 85:21 desired 85:19 despite 197:7 detail 22:22, 25 23:9 details 51:8 determine 194:8 determined 197:17 develop 126:9 developed 148:11 152:14</p>	<p>device 24:3 26:9 28:1, 7 30:17 31:8, 17, 19 33:13, 23 39:19, 21, 22 40:3 45:18, 19, 21, 25 46:1, 11, 13 60:16 69:11 72:13, 15, 24, 25 75:7 80:24 81:2, 8, 11, 16 90:18 211:21, 22 devices 31:4 33:10 dhartman@goldennu gget.com 94:21 difference 131:13 137:10, 16 148:19 187:18, 20 different 17:17, 21 27:8 29:5 54:16 57:13, 21 58:25 61:2, 3 70:3 82:16 89:8, 8, 11 92:4 96:12 106:10 135:25 difficult 13:7 digital 76:4, 5, 6, 7 Digitally 74:19, 20 direct 14:24 48:6, 9 167:23 196:13 directly 5:15 37:15 48:1 166:22 202:10 director 62:23 103:19 directors 65:18 103:8, 12, 15 104:3 directors, 103:12 dirty 134:18 disagree 121:9 197:5 disagreed 175:17 disappear 27:24 discuss 37:6 186:6 discussed 70:21 123:8 151:16 174:9 188:13 203:17 discussion 150:23 157:1, 5, 7, 9 185:13 207:19 discussions 154:1 158:1, 4 185:23 disk 193:10</p>	<p>DISTRICT 1:1 3:10 Dobson 44:23 document 78:10, 23 82:11 95:25 111:6 115:22 124:19 126:8 150:8 documentation 38:24 39:3 50:13 55:19 61:6 112:11 documented 38:25 documents 74:11, 13 195:2 DOE 1:7 doing 23:5 67:3 110:8 137:20 139:3, 6 162:15 178:5 199:23 202:13, 25 206:19 dollar 35:19 38:2, 6, 13 Don 62:16 63:5, 9, 15, 20 64:2, 4, 7, 14 65:17 69:21, 24, 24 70:2, 6, 16 94:14 95:3 102:24 103:25 104:20 107:13 108:14, 21 114:14, 16 126:19, 20 150:17, 23 151:3, 11 153:17 155:9 156:19 157:9, 23 158:1 174:9 175:10, 11 185:1, 24 186:12, 25 187:2 189:2 190:23, 25 201:17, 23 Don's 62:20 104:9 down, 58:8 down-escalator 100:5 158:2 downstairs 199:9, 20 drawings 21:8, 10 30:11 drill 120:12, 23, 24 121:11 drinks 6:4 Drive 2:4 due 121:23 duly 3:24 216:6</p>
--	--	---	---

DUTCHER 1:14 3:8 4:5, 7 6:18 68:5 77:23 87:4 143:8 147:8 193:15 205:17 211:7 214:3, 13 215:4 216:5 D-u-t-c-h-e-r 4:6	30:24 31:4 32:25 36:14 56:7, 8, 9, 11, 24 57:1, 4, 5 61:23 62:1, 6 64:8 73:2, 25 74:22, 24 75:24, 25 76:2 94:12, 17, 25 95:2, 7, 17 98:3 99:21 100:6 102:24 104:20 105:24 106:7 107:3, 5, 12, 21 108:13 109:11 114:12, 14, 21 115:18 118:18 147:21 212:24, 25 213:8 e-mails 30:17, 20 31:18 32:14, 17 33:16, 21, 24 34:4, 14, 14 36:18 42:3 55:24 57:8 62:10 64:7, 11, 15, 19 65:4, 6 70:23 71:2, 7, 9 72:2, 5, 14 73:10, 14, 18, 22 93:17 94:3 106:18, 25 108:10 215:11 employed 15:20 employee 16:19 202:14 203:12 employees 62:14 employer 6:18 ended 22:7 127:24 ends 172:5 engineer 62:21 176:6 178:3 engineers 65:13 engine's 113:5 entail 16:22 enter 46:4, 8 50:8 67:12 69:16, 18 73:1 80:2 90:17 151:10 212:2 entered 76:17 entire 4:21 15:18 28:18 43:17 44:12, 14 50:22 101:3 103:21 123:21 entirely 36:1 ENTITIES 1:8	entries 54:16, 20, 23 66:9, 11 67:4 82:12, 15, 16 86:16, 18 90:9, 21, 24 162:20 183:19 184:5 185:17 200:24 206:14, 18 211:19 entry 55:7 80:20 82:2 86:5 88:2 89:21, 21 140:3, 7, 19 150:2, 16 151:2, 5 155:6 156:18 157:18, 22 159:14 160:9, 10 161:2 162:23 163:16 164:18 171:20 175:6 183:11, 15 186:11 201:4, 10, 19 203:17 204:1 208:18, 19, 20 211:5, 15 equally 133:19 equipment 125:25 134:18 188:19 errata 214:8 esc 159:15, 17 160:3 175:9 182:1, 2 escalator 19:7, 7 21:1, 2 52:16 56:7, 12, 15, 23 64:3, 9 66:4, 10 70:4 75:3 79:1 83:22 84:4, 20 86:12 87:17, 18 95:8, 12, 13, 18, 21 96:4 98:9, 9, 11 99:1, 1, 3, 4, 22, 24 100:1, 2, 21 101:3 104:6, 21 105:2, 11, 14 106:5, 15 107:16 108:22, 23 109:17 110:6, 23 111:16 112:3, 24 113:21, 25 114:1 115:9 118:1, 2, 15 119:6, 15, 21 122:8, 25 123:21 128:5 131:10, 21 132:6 138:15 141:17 146:13 147:13, 17 148:23,	24 150:17 154:2, 16 155:8, 22 156:20 157:2, 23 159:18 161:14, 19, 23 164:5 165:21 166:9 168:20, 24 169:8 173:19 174:14, 15, 17 176:11, 17 177:2 178:10 180:23 182:20, 21, 25 183:1 184:12, 17 185:4 187:15 188:15 189:4, 17 194:9 195:9, 15 196:6, 20, 23, 25 197:10, 23 198:10 199:19 200:12, 19 201:16 202:14, 16 203:1 204:2 205:7 207:17 209:5, 16 210:2 212:17 escalators 7:6 8:12, 20, 22, 24, 25 9:3, 13 12:1, 6 17:4, 10, 10, 12 19:4, 12 20:19 21:7 27:6 29:1, 18 30:9, 12, 21 33:1 35:23 42:18, 20 54:10 57:17 63:13 65:25 66:6, 20 69:25 71:8 72:6, 9 83:14 84:25 85:2 89:8 102:19 131:2 132:9, 15 177:25 189:5, 8 190:5 195:21 198:7 200:7 202:20 especially 177:9 Esq 2:4, 11, 16 established 174:8 estimation 13:12 80:5 et 3:9, 9 e-transcript 212:24 event 144:6 eventually 133:5 everybody 213:5 evidence 42:2, 11 90:20 156:2, 5, 9 179:19 evidenced 40:11
---	--	--	--

<p>exact 7:17 13:3, 11 26:8 38:6 59:21 80:4 172:25 189:9 exactly 39:2 203:1 exam 7:24 8:1, 15 9:24 EXAMINATION 4:1 68:3 143:6 193:13 199:1 200:11 205:15 211:2, 13 212:7 examine 155:8 210:13, 16, 19 examined 3:25 110:23 111:17 210:10 214:4 215:3 example 58:1 examples 54:1 excess 41:12 exchange 94:12 exclusively 10:2 32:6 Exhibit 77:7, 20 93:13, 16, 17 100:12 110:20 114:5 124:12, 17, 18 128:10 129:6, 7 130:4 140:15 141:22 143:17 146:21 159:10 215:8, 13 exhibits 129:12 213:2, 6 exists 50:21 expected 106:5 expense 36:7 37:16 188:23 experience 23:22 103:18 136:23 175:3 181:3 expert 133:18 136:25 137:1 197:2, 4 explain 8:9, 11 74:23 91:4 120:2 explained 122:2 128:10 explanation 92:21 Express 11:10 expressions 5:6 extensively 65:24</p>	<p>extent 5:4 26:8 55:19 151:9 < F > faces 65:17 facilities 62:24 65:18 104:1 facility 102:12, 16 fact 68:12 96:1 97:15 127:23 130:24 174:13 195:20 202:3 factors 22:24 24:22 194:8 facts 179:18 fair 4:24 5:7, 16, 24 6:15 11:21 13:4 17:14 26:1 27:10 32:24 51:1 80:13 150:22 205:18 fairly 205:18 fall 58:15 106:16 110:9 197:17 198:1 203:16, 25 familiar 19:6 78:12 family 11:17 far 60:12 112:5 190:2, 2 faster 4:20 fault 29:8 February 11:22 33:16 feedback 23:17 feel 170:9 fell 109:20 164:6 166:14 179:3, 4 felt 34:17 48:4 fields 17:17 fifteen 52:20 Fifty-seven 98:17 figure 38:2 file 76:6, 7 fill 50:7 55:2 58:3 filled 51:21 54:6 55:12, 14, 16 final 89:21 finally 6:9 208:14 find 26:25 29:5, 8 72:2 73:11 101:11 102:12, 15 139:23</p>	<p>140:2, 7 170:16, 20 171:13 196:20, 22 205:1, 3, 6 fine 6:10 finger 180:21 fingers 116:17 finish 51:7, 12 118:2 156:7 finished 50:12, 16, 19, 23 127:3 212:6 firm 194:2 first 3:24 7:7, 24 8:1 10:12 12:5 20:6 23:24 31:10, 13 32:2, 5 37:3 60:2 63:15, 16 75:15 78:15, 24 83:11, 19 86:5, 5, 23 87:1, 2 88:2 94:11 104:21 108:3, 11 118:17, 19 125:7 130:4 131:17 134:22 135:11 139:19 141:16 143:9 189:7 fitting 172:9, 14 five 30:25 82:4 123:25 124:1, 3 148:11 152:14 153:11 154:5, 9, 24 155:23 185:9 195:21 203:24 209:14 fixed 46:18 flange 172:7, 15 flanges 172:8 flex 120:6 Floor 1:15 70:3 focused 110:17 folks 15:24 18:17 59:15 60:7 64:1 89:7 139:7 167:19 follow 186:23 191:10 207:19 followed 186:24 191:8 following 75:15 116:7 127:3 131:8 158:5 159:23 follows 3:25 189:20</p>	<p>follow-up 194:4 211:1 footage 161:17 164:20 165:1 169:23 178:25 foregoing 214:4 foreign 1:6 forever 26:6 forget 30:3 form 45:17, 24 60:13 106:24 110:24 formed 173:19 174:17 175:4 forth 42:3 97:14 216:6 forward 140:13 167:21 189:20 forwarded 94:25 found 25:12 72:3 97:22 171:17 173:7 196:5 foundation 110:25 133:16 four 7:20, 21 9:8 17:15 20:13, 14 98:13 173:6 209:11 fourth 171:20 frequently 62:15 69:20 199:3 fresh 131:4 136:17 front 4:12 110:2 112:13 113:10 125:21 148:22 155:6 156:5, 16 159:11 full 4:22 187:14 189:8, 16 191:1 full-maintenance 187:10 function 117:21 functioning 80:24 194:13 further 22:22 37:7 108:5 169:12 192:18 198:22 205:15 211:2, 13 212:7 216:9 < G ></p>
--	---	--	--

<p>gap 115:8 116:17, 24 180:24</p> <p>gaps 180:20 181:15</p> <p>gathering 22:6</p> <p>gear 37:8</p> <p>gearbox 24:24 41:11, 18 56:5 109:20</p> <p>general 26:1 32:22 133:21 194:7</p> <p>generally 78:22 79:5 133:9</p> <p>generate 40:21 41:3 46:6, 10, 14 120:7, 15 131:15 135:21, 22</p> <p>generated 40:19 41:5, 12 43:10 45:13, 16 48:22, 24 49:2, 6 50:6 51:4 125:3 127:2 202:8</p> <p>generates 43:7</p> <p>generating 42:11</p> <p>gentlemen 94:16</p> <p>geographic 16:2</p> <p>geographical 11:23</p> <p>George 160:19, 21</p> <p>George's 160:24</p> <p>getting 11:19 42:25 136:16</p> <p>give 21:15 54:1 58:1 80:5 93:12 135:24 146:22 150:7 172:24</p> <p>given 44:25 66:8 91:15 175:2 184:4 214:6 216:7</p> <p>gives 68:13</p> <p>GNI 3:19</p> <p>GNL 1:7 3:19</p> <p>go 4:8, 20 5:12, 22 10:8 22:22 27:18, 21 35:8 36:10 37:24, 25 38:19 40:10, 17 42:18 45:13 50:10 53:15, 23 54:3, 4, 20, 23 55:1 59:7, 10 60:1 63:15 69:15 70:1 80:10 88:15 96:15 97:22 107:3 108:5,</p>	<p>11 111:9, 14 112:2, 5 114:4, 5 116:1 118:17 120:10 124:12, 12, 14 142:7 143:16 145:4 146:21 153:16 159:10, 11 162:2 167:5 169:22 175:8 177:23 184:24 192:23 197:6 199:8 205:23 206:2 211:22</p> <p>go-ahead 61:9, 13</p> <p>Godden 29:17</p> <p>goes 95:9 105:24 161:25 162:2 166:21 186:2</p> <p>going 4:8, 18, 19 5:22 33:21 35:11 41:15 52:21 62:22 67:22 68:12 77:6, 9, 14, 23 78:3 93:11, 12, 15 94:2 108:3 111:7 114:5, 6 115:10, 23 123:15 124:11, 12 142:9 155:12 157:12 159:5 163:15 164:23 165:17 184:5 186:5 193:7, 11 194:16 201:3 213:7, 13</p> <p>Gold 187:21, 22, 23 188:6, 12</p> <p>GOLDEN 1:6, 7 2:15, 15 11:9, 22 12:4 27:12 52:3 57:17 64:1, 20 65:1 72:9 103:8 114:23 116:7 155:7 160:22 164:13, 17 176:6 179:9 189:3 194:2 199:4, 9 202:13, 15 204:1</p> <p>Good 3:1 98:7 113:18 193:2, 15 200:13 213:10</p> <p>gotten 23:17 31:3</p>	<p>grabbed 197:24</p> <p>grabbing 178:6</p> <p>GRANT 2:14 3:18</p> <p>grease 100:24 101:1, 4 102:13, 15 171:22 172:10, 14 173:1 175:21, 23</p> <p>greased 100:24, 25 101:5 102:8 171:21 172:15, 22 206:8</p> <p>Great 6:8, 17 78:20</p> <p>guarantee 112:7, 19 113:6</p> <p>guard 169:20</p> <p>guess 172:4 188:24</p> <p>Guest 165:25 166:9 168:7</p> <p>guest's 197:17</p> <p>guide 124:13</p> <p>gun 100:24</p> <p>guy 21:1 62:18 63:5</p> <p>< H ></p> <p>habit 25:3 199:17 206:3</p> <p>half 24:2 128:12 134:15 209:4</p> <p>Hamrick 15:8, 16 43:16 45:13</p> <p>hand 100:3 130:5 216:13</p> <p>handful 64:11, 13</p> <p>handing 77:5 93:14 119:10</p> <p>handling 174:14</p> <p>handrail 100:17 175:9, 15 195:22 197:25 205:3</p> <p>handrailing 177:5</p> <p>handrails 194:16 199:25 200:13</p> <p>happen 96:1 106:8 128:15</p> <p>happened 72:5 138:8 140:20 143:23 150:6 166:7 168:1 171:4, 10 178:20 185:21 191:3</p>	<p>happening 18:13 198:14</p> <p>happens 69:17 166:21</p> <p>hard 73:2 125:22</p> <p>Hartmann 62:16 63:10, 20 64:14 65:17 69:21 94:14 106:19 114:14, 16 126:19 150:18 151:3 155:9 156:20 157:2, 9, 23 158:1 174:9 175:12 185:1, 24 186:12, 25 201:17, 23</p> <p>head 5:5 30:5 38:14 65:11 70:9, 14 103:25</p> <p>heading 83:11</p> <p>hear 193:16, 19, 21, 24</p> <p>heat 11:19</p> <p>held 1:14</p> <p>Hello 95:3 193:19</p> <p>help 111:7 138:2 150:1</p> <p>helpful 4:19</p> <p>helping 87:16</p> <p>hereinbefore 216:6</p> <p>hereunto 216:13</p> <p>Hi 3:13</p> <p>higher 163:25</p> <p>higher-cost 38:4</p> <p>hired 13:5</p> <p>history 76:5, 21 77:15, 20, 24 78:21 80:14 82:22 110:22 111:13, 24 112:2 122:14 138:8 149:24 186:1 202:7 215:10</p> <p>hit 177:5</p> <p>holding 76:10</p> <p>hole 120:12, 23, 24</p> <p>home 168:19</p> <p>hook 120:17</p> <p>hospital 159:16 161:25 162:2 165:25 166:10, 22</p>
---	--	---	---

168:7 hotels 11:1 hour 80:23, 25 hours 23:2, 3 66:25 85:6, 7 151:2 167:4 201:7, 18, 22 209:10, 11, 11 huge 36:6 37:16 105:13 188:23 hurt 164:6 166:15 183:4 hypothetically 198:15 < I > idea 26:20 72:4 73:16 110:19 identification 77:21 93:19 129:8 215:9 identified 127:6 132:7 148:10 152:13, 16 154:5 156:11 158:9 160:19 162:18 163:5 identified, 148:16 identifies 127:10, 11 154:19, 24 identify 3:12 imagination 128:14 immediate 159:8 immediately 120:19 122:3 126:23, 24 149:3, 4, 13 158:10 159:23 impacted 132:14 important 50:21 102:5 116:15 inaccessible 27:25 28:3, 4 inaccurate 86:16 inbox 30:24 32:14 incapable 33:15 inch 120:11, 11, 12 Incident 87:3 100:15 161:24 163:8, 9 164:18 165:23, 24 166:8, 21 169:13 170:8, 12 171:14 178:20, 21 181:23 195:5, 11	include 17:3 19:11 66:2 included 19:3 187:9 incorrect 86:17 183:15, 20 index 115:3, 6, 7, 21 116:6, 11, 14 117:4 132:16 181:18 indexing 132:8, 14 indicate 115:19 162:20 indicated 108:24 187:1 indicates 95:17 98:3 161:2, 4 indicating 75:8 111:23 120:10 indication 110:21 111:15 individual 1:2, 3 87:17 110:13 159:4 171:4, 14 INDIVIDUALS 1:7 87:19 207:14, 20 inflate 137:25 information 21:16 22:6, 12 24:6, 23, 24 29:6 31:5 32:22 34:7 46:25 50:7, 9 54:10, 12 55:2, 12 61:2 66:2 67:12 72:14 73:2, 5 75:23 76:10, 17 78:23 79:14, 17 90:17 92:6 108:7 110:2 122:2 124:24 128:11 151:10 167:12 169:13 170:23 183:18 190:22 191:19 212:3 information's 170:3 informing 69:24 initial 158:5 Initially 6:22, 25 7:1 24:8 injured 159:15 170:8, 12, 17 178:22 200:3 injury 161:24	inputted 79:23 inside 85:14 163:23 inspect 19:3, 19 42:21 87:17 89:8 124:3 161:23 162:3 209:21 210:4 inspected 53:13 102:8 124:22 125:6, 7 161:13 165:7, 10 172:19 202:20 203:16 inspecting 17:11 19:3, 12 30:12 52:22 54:8 87:18 174:14 196:9, 11 200:20 inspection 23:8 30:4 43:2 52:24 63:12 67:9, 16 86:7, 11 88:8 89:23 90:6 99:10 111:20 112:3 126:17 127:3, 6, 25 134:11 148:10, 16 149:15, 22 150:5, 11 152:13 161:4, 10, 10, 12 162:6, 10, 15 163:12 165:18 195:5, 24 196:1, 9, 17 199:22, 25 200:11 203:1, 12 204:5, 13 205:19, 20 209:22, 23 inspections 17:3 19:13 21:6 53:5, 7, 10, 21 67:3, 8 85:9 88:4 136:3, 4 158:6, 9 178:6 210:5, 10, 15 inspector 53:9, 11, 12, 17 83:19, 20 85:19, 21 88:11, 16, 18, 18 161:5 162:4, 7, 12, 14 163:13 164:23 165:2, 12 168:14 169:4, 7, 10, 25 170:21 194:25 195:25 196:3, 19 197:16 202:21, 24, 25 203:11 205:21	212:16 inspector's 198:2 inspects 169:5 install 132:5 146:4 157:13 installed 115:17 144:4 interacted 63:6 interactions 69:23 interested 216:11 interior 200:22 209:8 210:1 212:16 intermix 201:2 internal 70:19, 20 88:4 202:25 203:11 International 3:3 Internet 81:4 interrupt 92:1 Interruption 8:4 introduce 129:5 intuitively 38:16 invoice 137:25 involve 83:18 involved 36:9 44:2 47:19 125:9 158:15 involves 115:2, 7 iPad 75:8, 11, 20, 23 76:1, 5 iPhone 31:15, 21, 22 32:2, 5, 8, 9, 13 33:8, 14 75:14, 15 81:19, 23 82:1, 5 IPhones 34:3 IQBAL 2:3, 4 3:13, 13 4:2 8:5 38:15 52:18 62:4 67:19 68:4 76:14, 15 77:5, 14, 18, 22 78:11 92:7, 12, 15, 16 93:14, 20, 23, 25 94:1 107:1 111:2, 8, 11, 12 119:17 120:1, 3 129:2, 5, 9, 14, 16, 20, 21 133:20 137:3 140:17 142:6 143:7 145:10 148:7 154:17 158:22 162:25 163:2 172:1, 11 173:24 174:23, 24 179:20
---	--	---	---

180:12 182:6, 10 192:18, 24 193:5 197:2, 12, 19 205:16 210:8, 23 211:12, 14 213:9 215:4 Island 11:17 issue 51:5, 8 58:4 63:11, 22 97:10, 14 99:4 100:3 105:25 106:9, 10, 12 107:22 112:18, 23 113:24, 24 126:10 128:5 138:9 141:16, 21 142:1 178:21 182:18, 23 183:2 184:11 185:5 issued 115:19 196:16 issues 29:9 56:4, 6 63:23, 24 70:4 81:8, 10 96:24 106:13 112:6 116:13 180:18, 19 196:20, 22 201:23 It'd 47:10 57:6 205:25 Item 125:18 items 36:4 < J > Jackie 65:9 jam 105:9 jammed 80:1 105:7 January 181:23 Jason 20:11, 12 44:23 45:7 47:19 48:10, 11, 12 49:23 Jim 15:6, 15 16:1 20:11, 12 34:22 44:6 59:16 JNB 77:16 78:15 93:18, 18 94:10, 11 107:6 114:7 124:14 129:22 140:19 143:17 144:10, 13, 18 146:23 150:1 153:16 155:2 156:16 157:20 159:12 181:20 183:22 184:25	206:13 208:15 215:11, 12 job 8:13 23:2 29:17 40:7 41:11 42:17 49:1, 10, 16 50:10, 12, 16, 23 51:12, 22 86:21 88:23 101:18 104:8, 9 jobs 25:23 47:6 48:13 62:7, 11 80:10 104:10 JOE 1:2 3:8 Johnson 207:7 joined 7:7, 15, 16 13:14, 16 14:2 16:14 judge 4:13 July 86:7, 23 87:3, 12 88:13 89:23 90:6 jump 77:4 jumpers 203:8 June 10:21 11:21 16:15 147:2 150:12 151:15 152:3, 6, 20 153:9, 14, 18 154:1, 7, 18 155:3 156:10 157:7 158:14, 24, 25 184:9, 21, 22 185:6 191:15, 16 206:13 jury 4:13 < K > Kamacha 65:9 Kathleen 87:13 88:21 89:7, 12 Kathy 88:4, 7 keep 15:23 57:22 58:23 61:1 keeping 69:4, 7 keeps 182:1, 21, 24 Keith 20:7, 12 Kenneth 20:9, 12 kept 58:2 Kevin 3:2 key 87:24 178:12 kicked 38:10 Kids 177:7	kind 5:5 38:7 39:2 43:2 50:21 106:13 113:23 170:22 200:9 knew 38:7, 17 166:12 know 13:3 26:5 27:14 31:10 33:7, 9 34:10 38:13 43:6, 12 46:19 48:4, 5 52:20 59:1, 2, 21, 22 60:11 64:3, 4 65:20, 21, 24 68:13 71:18 73:14 80:4 83:7 84:1 86:19, 19 90:12 93:9 94:15 95:12 98:18 99:25 103:4, 13 104:4, 7 109:25 113:2, 9 114:9 116:25 117:1, 11 125:22 128:25 131:16 135:18, 21, 25 138:7, 10, 21, 23, 25 145:7, 12, 20 146:24 151:2 152:8, 22 153:5 155:25 156:1 158:14 159:12 160:16, 18, 24 163:16 164:7, 9, 12 166:19 170:14 176:3, 8 178:9, 13, 22 179:5 183:6 185:15, 19 187:9, 17, 18, 20 188:12 189:14 190:2 191:7 193:1 197:16 207:24 208:8, 16 know, 145:13 knowledge 30:10 39:5 47:23 58:20 60:7 91:15 104:4, 9 110:16 138:23 139:10 183:7, 8 195:8, 15 196:15, 19 206:22, 25 207:1 known 23:19 119:13, 18, 20 122:13 123:1, 16	KONE 9:12, 20, 21, 23 10:1, 6 119:9 120:14, 22 121:2, 10 122:2, 7, 8 123:1, 8 126:1, 5 129:7, 10 141:22 155:16, 17 209:18 215:13 < L > L.A 9:18 L.A. 9:17 LANDRY'S 1:6 2:14 3:9, 19 laptop 28:8, 11, 15, 19, 24 29:4, 14, 19 60:22 117:25 large 49:10 116:24 larger 37:24 47:8, 18 48:2, 13 49:1, 16 62:6, 11 121:24 122:1 128:9 180:20, 24 181:15 Larry 37:20, 25 38:5, 10, 19 39:7 40:10, 18 44:8, 10, 12, 15, 18, 22 45:7 47:18 48:9, 11, 12 49:23 56:9, 11, 24 59:15 63:15, 18 69:7 83:6 94:14, 18 114:13, 13, 17 116:3 122:5 126:18 151:16 153:18 186:6, 17 189:2 Larry's 40:25 114:21, 21 118:18 123:4 Las 2:4, 10, 16 9:19 16:6, 8, 12 31:23, 24 41:1 44:1, 2, 19 58:21 59:4, 7, 16, 20 60:8 149:20 166:23, 24 lately 107:22 LAUGHLIN 1:7 2:15 10:13, 14, 23 11:11, 23 12:4, 6 14:19, 24 15:24 16:9, 12, 16, 22 19:4, 7, 25 20:5, 15, 20
--	--	--	--

21:2, 7 27:13 28:19 29:18 30:21 31:25 32:1, 6, 20 33:1, 8, 22 34:18 35:23 40:16 43:9, 14 44:13, 24 45:1 51:5 52:1 56:19 57:18 62:11, 13 63:14 66:20 69:19 70:24 71:8 72:6 74:4 75:14 81:24 85:22 86:12 91:16 94:4, 8 95:21 103:9, 18 104:3 116:7 131:24 179:7 189:6, 8 199:4, 12 LAW 2:3 4:12 194:2 lead 62:21 128:19 181:4 learn 8:12 leave 165:13 left 27:15 33:12 52:12 79:3 130:5 184:19 194:24 197:24 legs 170:9 letters 111:10 level 42:20 likes 188:18 likewise 112:23 limits 35:17 line 95:6 115:12, 15 125:8, 24 167:1, 5 lines 68:14, 17, 22 listed 202:6 little 21:15 23:4 100:20 101:15 110:12 117:20 193:20 load 105:13 located 16:8 27:5 42:15 44:6 59:15 location 9:6 10:12 16:2 59:22 locations 10:24 80:10 89:9 log 21:24 22:1 50:18 51:23, 25	52:2, 7, 16 66:10 68:20 logbook 52:25 53:3, 6, 16, 18, 20, 24 54:5, 11, 15, 20 55:2, 7, 17 67:12 79:18 80:3 logbooks 57:20 74:3 logged 200:25, 25 201:1, 18 202:3 logs 27:3, 4, 9, 19 52:8, 9 58:4, 19 60:19 61:1 65:23 66:2, 4, 5 67:5 long 7:18 10:5, 14 11:16 22:8 25:10 72:8 73:14 80:20 82:1 84:20 85:4 104:10 117:15, 16 121:13 153:1 201:6, 8 longer 25:23 47:2 look 14:15 59:23 71:7, 25 74:3 78:5, 9, 12 85:14, 25 88:1 94:10, 17, 18, 20, 24 95:23 97:23 99:14 100:6 110:20 111:4 112:25 114:11 118:19 135:25 137:11 160:3 161:20 184:6 196:13 200:6 201:11 202:18 203:19 204:9, 14, 16, 16, 18, 19, 23 205:9 212:11 looked 71:24 74:5 76:20, 21 97:19 98:7 99:10 100:4 102:9 112:16, 20 155:15 164:19 173:12 looking 38:17 67:4 115:24 116:9 121:3 130:1, 12, 16 134:5 138:7 173:8, 11 174:4 204:12 206:9, 24 looks 86:4 94:12 106:17 108:13	114:12 144:3 145:7 147:1, 4 150:14 176:1 201:11 loose 110:9, 15 113:16 179:11 180:2, 7 181:3, 14 200:2 Los 9:7, 9, 10 lose 116:17, 20 lost 21:13 24:16 72:13 73:5 179:4 lot 22:18 65:13 97:4 102:18 118:11 121:7 198:5 209:4 lower 42:20 96:7 151:21 204:17, 22 lower-cost 38:3 < M > MacDavid 15:6, 15 Machine 27:4, 9, 9 52:12 57:10, 21, 22 58:18 74:4 79:17 137:21 machine-room 27:3, 19 51:23, 25 52:2 58:4 60:19 61:1 65:23 66:10 67:5 68:19 machines 9:2 58:25 61:3 Macy's 84:24, 24 85:1 magic 123:19, 23 mai@ilawlv.com 2:6 main 62:18 63:5 102:18 mainly , 45:6 maintain 33:4 maintaining 17:9 54:2 63:13 maintenance 17:19, 23, 24 18:7, 21 21:6 22:19 23:8 34:17 36:3, 9, 11, 25 37:1 39:23 41:23 42:10 43:3 53:4, 20 54:4 66:12, 13 187:14 194:10, 11 200:15,	18, 24, 25 201:4 202:1, 4 majority 81:23 making 67:4 100:20 175:15 malfunction 197:1, 11 mall 11:9 manual 46:14 91:10 manually 46:4, 10 50:8 manufacturer 119:21 121:21 124:10 125:25 133:6 manufacturer's 118:25 122:6 123:7 147:16 marked 42:24 77:6, 21 93:15, 19 129:8 marks 67:21, 25 142:8 143:3 193:6, 10 marriage 216:10 Marth 3:2 MASTRANGELO 2:6, 11 3:15, 15 38:11 76:12 78:8 91:25 92:9, 13 106:24 110:24 111:7, 9 119:11, 14, 23 129:4, 18 133:16 140:12 145:3 162:23 171:24 180:11 192:20 197:5 198:24 199:2 205:13 210:6, 24 212:5, 8, 18 213:7 math 137:12 Matrangelo 215:5 matter 3:8 135:13 149:6, 8 201:5, 6 216:11 matter , 125:6 Mazola 14:13 McCarran 9:21 10:3 MCLEOD 2:16 3:17, 18 77:12, 17, 19 93:22, 24 129:13,
---	---	--	--

<p>15 133:17 136:24 145:5 173:22 174:20 179:18 192:21 193:4, 14 197:9, 15 198:21 211:1, 3, 10 212:19, 21, 23 213:4 215:6 mean 16:23 22:16 24:17 28:1 31:25 32:1 40:14, 24 53:7 75:7 82:14 83:13 84:16 86:25 87:1, 7 97:17 105:1 125:16 163:17, 20 165:17 171:23 182:4, 14 187:16 188:7 203:2 means 61:21 87:5 97:18 98:6 101:3 105:3 125:10 meant 211:9, 16 measurement 115:12, 13 120:25 121:1 mechanic 8:11 18:3, 10, 14, 15 19:24 88:24 95:8, 13, 13 108:22, 23 207:8 208:2 mechanics 7:24 8:1, 23 19:18 20:1, 3, 13 mechanic's 8:15 9:24 media 67:21 68:1 139:25 142:8 143:4 193:6 medication 6:4 meet 178:7 meeting 156:12 mention 99:25 202:15 mentioned 17:15 20:13 23:11, 20 24:14 30:7 52:20 118:24 200:12 mess 177:8 message 36:15 95:2 Michael 4:5 103:4, 6, 14, 21 middle 72:22 73:10,</p>	<p>19 156:17 163:15 mind 41:14, 17 mine 213:7 minimum 83:22 85:8, 13 199:6 210:4 mint 187:14 minute 111:10 minutes 52:20 80:22 81:6 82:4 183:15 193:1, 3 mischaracterizes 106:25 210:7 missing 96:23 MITCHELL 2:6 model 84:10, 13 102:19 modernization 9:11 188:16 modernize 188:18 MOHAMED 2:4 3:13 moment 150:7 Monday 108:16 money 139:4, 6 Montgomery 119:15 month 39:24 199:6, 16 monthly 81:12 months 10:7 51:17 145:1, 14 Moran 20:11 morning 3:1 motor 37:10 109:18, 19 110:7 move 11:13 22:20 118:14 140:13 moved 9:11, 19 11:14, 17 moving 9:2, 13 Multiple 56:21, 22 84:3 101:19 103:12 209:16 < N > name 3:2 4:3, 4, 5 14:14 22:3 37:21 64:22 65:10, 20 67:15, 17 90:2 103:15 156:25</p>	<p>160:25 176:9 206:17 named 95:14 names 15:4 63:7 66:22 188:11 narrow 115:15 National 7:13 navigate 114:6 near 27:6 necessarily 43:3 165:17 necessary 17:10, 11 18:1, 9 30:6 32:20 40:15 67:7 69:1 70:10, 11 97:24 98:1 138:5, 6 145:8 neck 170:12, 17 171:15 need 26:25 35:6, 6, 13 38:18 39:22 40:5 59:24 60:1 63:25 96:20 98:4 99:11, 18 109:1 123:20 139:25 148:2 162:2 192:22 195:9, 16 212:22 213:6 needed 18:14 24:23, 25 34:18, 24 36:5 37:3, 8, 9, 9 48:6 49:19 52:7 59:11 89:7 97:16, 20 126:25 153:6, 7 175:21 208:12 needing 156:20 157:3 needs 38:18 121:23 122:3 NETTIE 1:3 NEVADA 1:1, 6 3:10 10:13 202:21 never 26:24 55:11 59:7 128:14 192:3, 16 New 1:15, 15, 17 3:6, 7 11:12 24:2, 3 31:3, 7, 8 33:15 72:20 81:17, 18 84:7 92:18 100:25 101:10, 20 133:8, 15, 22 134:19, 23</p>	<p>136:11, 16, 16 137:5, 5 145:18, 24 148:6 188:21 216:4 newer 134:6 newer-style 122:18 Newman 103:4, 6 night 104:22 107:17 nod 5:5 Nodding 117:2 noise 97:4 100:20 nonfunctioning 168:25 normal 55:15 96:15 106:7 180:24 181:9 187:23 194:18 normally 39:13 50:15 56:1, 2 57:24 59:9 87:18 89:10 106:8 128:20, 21, 24 146:2, 4 163:21, 22 164:8, 25 194:14, 14 203:3 normally, 57:25 Notary 1:17 3:24 216:3 note 26:2 51:23 116:3, 5 117:7 noted 79:9 213:16 notes 21:8 22:13 23:13, 13, 14, 18, 23 25:23 26:5, 11, 12, 25 27:17, 24 28:12 29:23 30:11 42:3 50:24 61:1 65:25 68:15 70:7, 9, 14 92:25 211:5 note-taking 24:11 Notice 1:16 50:23 61:22 115:1, 20 127:3 132:13 146:3 173:6, 15 179:22 196:15 207:1 notices 125:16 195:10, 17 notifies 104:11 NOV 114:24, 25 116:8, 10 125:14, 21 132:10</p>
---	---	--	---

<p>November 78:1 157:22 158:5 185:14, 21 208:19 NUGGET 1:6, 7 2:15, 15 11:9, 22 12:4 16:16, 22 19:4, 7 20:15, 20 21:2, 7 27:12 29:18 34:18 37:15, 18 40:16 43:15 51:5 52:1, 3 56:19 57:17 62:11, 13 63:14 64:1, 20 65:1 66:3 69:19 70:24 71:8 72:6, 9 74:4 76:23 86:12 91:16 94:4 95:14, 22 103:8, 18 114:23 115:20 116:7, 10 131:24 134:5 139:2, 8 145:19 146:6 155:7, 17 158:13 160:23 164:14, 17 168:13 170:20 171:2, 9 174:15 176:7 177:24 178:2, 10 179:9 187:5 189:3 194:2 199:4, 9 202:13, 15 204:1 number 52:16 67:22 68:1 77:16 80:4 95:20 98:21 123:23 140:8 142:9 143:4 146:22, 23 172:25 193:7, 11 202:9 211:4 numbered 94:7 numbering 78:3 94:6 numbers 94:9 114:7 124:13 NV 2:4, 10, 16 < O > o.t 182:14 oath 4:10, 11 68:6 143:11 object 5:10 106:24 110:24</p>	<p>objection 5:11, 12 133:16, 17 136:24 145:5 173:22 174:20 179:18 197:2, 6, 12, 12, 19 210:6 obligation 4:14 observe 42:17 212:16 observed 101:2, 6 156:18 201:24 observer 196:10, 11 obtaining 145:18 obviously 157:17 190:4 191:8 occasion 59:7 63:25 68:21, 25 105:8 131:24 204:3 occupied 163:25 164:7 occurred 111:21 149:23 150:13 153:18 157:17 184:20, 21 occurrence 179:7 October 77:25 132:20 139:20 140:3 141:9 143:25 144:19, 22 156:17 157:8, 16 OEM 119:12 125:24 126:8 128:10 offered 138:24 139:1 office 16:4, 6, 8 40:22, 23, 25, 25 44:1, 5 46:18 47:1 48:7, 18 58:21 59:4, 8, 20 60:8 69:14 83:4 125:3 132:2 134:4 135:24 149:20 166:23, 24 202:9 office, 40:24 offices 1:14 official 60:9 Oh 31:14 130:3 oil 37:9 oiling 200:21</p>	<p>Okay 5:1, 9, 18 6:1, 8, 17, 20 7:9, 11, 15, 18, 18, 22, 25, 25 8:3, 14 9:1, 1, 5, 14, 19 10:1, 5, 8, 11 11:4, 6, 8, 11, 15, 18, 25 12:7, 7, 14, 16 13:9, 12, 18 14:5, 17, 17 15:4, 7, 11, 17, 20, 23 16:1, 7, 11, 14, 14, 18, 21 17:6, 9, 9, 18, 20, 22, 25 18:4, 12, 17, 21, 24 19:2, 10, 17, 20 20:2, 8, 10, 17, 22, 25 21:5, 11, 18, 23 22:9, 16, 21, 24 23:6, 6, 11, 17, 20 24:7, 11, 14, 20, 20 25:1, 3, 7, 10, 14, 16, 20 26:5, 9, 18, 21, 23, 25 27:4, 12, 16, 16, 21, 23 28:6, 6, 10, 14, 18, 23 29:4, 10, 21, 23 30:1, 7, 15, 20, 23, 23 31:7, 7, 10, 16, 20, 24 32:5, 8, 11, 17, 21 33:4, 7, 11, 20, 24 34:16, 19, 21, 25 35:10, 10, 16, 22, 22 36:2, 8, 13, 17, 21, 23 37:2, 6, 14, 19 38:2, 7, 9, 16, 16, 17, 21, 23 39:1, 1, 6, 6, 12, 15, 25 40:4, 9, 13, 21 41:2, 4, 8, 14, 14, 22 42:1, 23 43:6, 9, 14, 19, 22, 22, 25 44:5, 8, 10, 12, 15, 17, 22 45:3, 10, 12, 19, 23 46:2 47:2, 5, 8, 12, 15, 18 48:1, 8, 15, 21 49:7, 10, 14, 18, 25 50:3, 6, 12, 17, 20, 20 51:11, 16, 16, 25 52:6, 10, 19 53:2, 15 54:3, 7, 14, 19, 22 55:1, 5, 11, 14, 24 56:2, 8, 14, 17 57:1, 4, 8, 8, 12, 15, 20, 25 58:7, 10, 10, 16, 18 59:2, 6, 10, 10, 12, 14, 19, 22, 25 60:4, 12,</p>	<p>16, 18, 21 61:5, 9, 12, 15, 15, 19, 19, 22 62:5, 9, 13, 17, 19 63:2, 11, 17, 19, 21, 24 64:4, 7, 10, 14, 17, 18, 19, 25 65:3, 12, 19 66:5, 8, 17, 17, 23 67:2, 18 68:8, 11, 21 69:2, 6, 15, 19, 23 70:2, 6, 11, 13, 13, 18, 21 71:1, 15, 17, 21, 23, 25 72:2, 2, 4, 11, 19, 24 73:4, 7, 7, 13, 13, 17, 25 74:8 75:1, 6, 6, 9, 9, 18, 22 76:3, 3, 7, 14, 14, 20, 20, 25 77:3, 19 78:14, 20 79:2, 20, 25 80:9, 13, 17, 25 81:5, 5, 16 82:5, 8, 10, 24 83:1, 5, 10, 17 84:2, 7, 10, 15, 19, 23 85:1, 4, 7, 12, 24 86:4, 10, 15 87:7, 11, 22, 25 88:12, 20, 23 89:1, 3, 6, 12, 15, 20 90:1, 5, 8, 16 91:12, 15, 20, 24 92:12, 15, 15, 20, 24 93:4, 8, 10, 10, 25 94:5, 20, 24 95:6, 12, 17 96:3, 6, 11, 13, 24 97:9, 15, 25 98:8, 14, 17, 20, 20, 25 99:3, 9, 13, 18, 21, 22 100:4, 8, 13 101:17, 20, 24 102:2, 4, 11, 17, 21, 23 103:14, 17, 21, 24 104:8, 12, 19 105:6, 11, 15, 18 106:9, 13 107:3, 9, 12, 20 108:2, 16, 21 109:9, 22, 24 110:16, 20 112:9, 9, 12, 14, 14, 22 113:1, 4, 4, 8, 8, 12, 17 114:4, 11, 18 115:2, 14, 18 116:5, 19 117:3, 13, 23 118:1, 5, 10, 13, 16, 23 119:22 120:1, 20, 22 121:5, 9, 14, 17, 24 122:4, 16 123:4,</p>
--	---	---	--

18, 24 124:5, 5, 11, 23 125:5, 13, 20 126:6, 16, 22 127:1, 19 128:4, 13, 16, 23 129:1, 5, 13 131:17, 23 132:3, 17 133:24 134:7, 10, 25 135:9, 15 136:7, 10, 14, 19 137:7, 10, 16, 19 138:7, 21 139:11, 18, 23 140:23 141:1, 15, 23 142:5 143:13 144:21 145:13, 17 146:6, 17, 20, 20 147:1, 4, 7, 15 148:4, 15, 19 149:1, 6, 19, 22 150:15 151:8, 25 152:24 153:3, 14, 16, 21, 25 154:18 155:2 156:2 157:5 159:6, 14, 23 160:2, 12, 24 161:2, 8, 13, 16, 22 162:1, 5, 9, 14, 14, 17 164:2, 12, 15, 18 165:11 166:11, 18 167:2, 8, 13, 18, 24 168:6, 17, 22, 24 169:12, 15, 24 170:2, 5, 16, 19, 24, 24 171:5, 8, 17 172:12, 18 173:1, 5, 12 174:7, 12 175:6, 14, 23, 25 176:8, 11, 15 177:6, 10, 18, 20, 23 178:5, 9, 13, 17 179:6, 8 180:4, 8, 16, 25 181:3, 11, 14, 20 182:21 183:6, 9, 14, 19, 22 184:4, 18, 24 185:5, 13 186:1, 10, 16, 23 187:7, 13 188:1, 11, 14 189:7, 19, 22 190:3, 11, 20, 25 191:3, 6, 20 192:2, 9, 11 193:4, 16 194:1, 7 201:25 202:12 203:15, 24 204:8, 11, 21, 25 205:23 206:2, 7 207:7, 13, 16 208:1, 6, 10, 13, 18 209:1, 6,	10, 15 210:14, 19, 22 212:1, 18 okayed 37:12 old 29:11 84:13, 16, 25 133:7, 15 190:4 older 84:10 123:1 132:4 192:6 older-style 172:14 old-school 209:18 old-style 172:6 Olsen 14:20, 25 15:13 33:10 34:21 43:22 57:2 94:14 106:22 126:17 151:16 186:6 once 5:11 15:25 48:15 51:7 189:18, 22 206:4, 5 211:25 one-fourth 123:19 ones 16:13 113:11 192:6 one-third 119:1 123:10, 18 124:7 147:17 ongoing 105:25 106:6 107:22 on-site 140:9, 10 164:22 183:23 on-the-job 7:12, 21 8:7 open 165:17 166:25 204:8, 22 opening 162:10 200:20 204:17 operating 194:15 operation 101:2 156:19 operator 35:7 opinion 133:18, 21 136:25 194:20 196:25 197:10 opportunity 80:2 option 131:8 141:10 order 39:8, 10, 16, 17 40:11, 19, 21 48:21 49:1, 8, 12, 16 127:2 130:1, 25 131:25 132:9 135:11, 22 136:2, 21 139:12, 19, 21 141:7, 9 144:14, 19 146:2,	4 147:2, 5 149:17, 19 150:12 152:3, 9, 12 153:3, 5 154:7 156:4 157:7 158:14, 21 185:6, 9, 12 ordered 25:13 146:16, 17, 19 155:16, 17 orders 40:13 49:22, 25 58:24 60:10 131:14, 15 132:17, 23 135:16, 20, 22 136:20 137:11 139:8 141:25 143:24 144:7, 10, 22 158:15 original 95:1 107:3 125:25 136:19 originally 115:17 127:23 128:23 outcome 216:11 outlined 141:22 Outside 14:5, 6 16:12 17:6 36:23 42:21 54:7 57:20 59:6 60:21 76:25 79:7, 20 82:11, 14 85:1 outstanding 195:10, 16 overall 189:4 overtime 66:25 182:15, 16 187:24 owner 37:4 121:21 < P > p.m 142:10 143:2, 5 167:3 193:8, 12 213:14, 16 package 187:10 packet 144:11 146:20 page 78:15, 21, 24 79:2 83:11 87:1, 2 89:22 94:11, 12, 18 95:2 100:14 102:24 107:4, 5 108:4, 11 114:8, 8, 20 115:23 116:1 117:8 118:17	140:18 144:18 146:22, 22 155:5 156:16 157:21 159:11 162:21 171:20 175:6 201:12 203:19 211:4, 4 215:3, 9 pages 78:6 114:12 130:10 144:17 214:4 paid 201:8 Palms 11:10 pamphlet 122:2 Panaro 37:20 39:7 44:8 56:9, 24 94:14 186:7 Panaro, 151:17 panel 118:15 paper 58:9 86:13 119:8 paragraph 116:2 117:7, 10 118:19 Paramedics 159:16 Parkway 2:16 part 11:23 21:9 25:13 30:12 77:25 124:20 132:7 154:2 187:9 201:25 particular 11:15 119:2 123:11 parties 94:8 216:10 parts 24:24 59:11 102:19 party 162:7 pass 7:24 passed 8:14 9:23 passengers 126:10 Paul 15:8, 15 16:1 43:16, 17, 19 44:5 45:13 59:16 69:8 83:3, 6 pay 34:24 35:5, 12 187:24 PDA 21:22 23:25 24:7 Peggy 176:2, 3, 5 177:17 pending 6:12 people 19:16 66:15 141:17 people's 65:16
--	---	---	---

<p>percentage 8:19, 20 79:25</p> <p>perfectly 5:19 6:10</p> <p>perform 87:6 88:3 91:17 117:5 132:8</p> <p>performed 34:18 83:14 86:11, 20 87:8, 19 90:6 91:21 116:6 161:4 208:22, 24</p> <p>performing 16:16</p> <p>period 14:22, 23 19:23 20:21 28:14 60:5 125:19 177:9</p> <p>period, 20:22</p> <p>periods 15:14</p> <p>person 5:10 18:22 45:1 67:14 87:16 89:11 154:4 164:6 166:14 170:8, 17 178:22</p> <p>personal 25:11, 22 47:23 58:20 75:11, 20, 23 76:1 104:4 121:17 174:12 183:7, 8 206:24</p> <p>personally 49:17 63:10 64:6 93:3 121:14 128:15 132:1 142:3 189:1 196:22</p> <p>personnel 64:20 145:19</p> <p>person's 170:12</p> <p>pertaining 56:6</p> <p>phone 3:17 5:9 13:21 14:15 21:14, 18, 19 25:11, 22 30:2 36:14, 16, 17, 19, 20, 23 39:23 47:3 51:6 59:23 61:14, 20 62:2 72:1 158:17 160:16 193:16 208:11</p> <p>phonetic 65:9 96:9</p> <p>photograph 21:12 26:2</p> <p>photographs 21:8 25:4, 8, 17 30:11</p>	<p>photos 24:15, 18, 21 25:18, 21</p> <p>physical 45:17</p> <p>physically 87:23</p> <p>physics 128:17</p> <p>picture 172:4</p> <p>piece 58:9 86:13 119:8</p> <p>pieces 96:22</p> <p>Pioneer 11:9</p> <p>pit 203:7, 7 204:17, 22</p> <p>pits 200:21</p> <p>place 27:18, 21 58:23</p> <p>places 56:21, 22 101:19 171:11</p> <p>PLAINTIFF 215:8</p> <p>Plaintiffs 1:4 2:3 3:14</p> <p>plate 110:11</p> <p>plates 83:22 105:5 110:8 194:17 200:2</p> <p>Platinum 187:10, 14, 19 188:4, 5, 9, 12</p> <p>play 124:20</p> <p>please 3:11 4:3 5:20 116:3, 5 117:7 120:4 193:25 197:8 212:24 213:4</p> <p>PLLC 2:3</p> <p>plug 29:7</p> <p>point 21:13 26:7 51:11, 16 109:18 112:13 138:24 146:19 149:8 166:12 178:16 179:2 180:17, 22 190:11 191:9 192:19 196:7</p> <p>pointing 75:19</p> <p>policies 34:13</p> <p>policy 18:12, 16, 24, 25 19:1 26:21 33:5 89:16 113:1, 2 165:5 171:1, 3</p> <p>portion 12:8 44:17 134:3 192:2</p> <p>pose 97:10 106:14</p>	<p>position 48:4 62:20 121:10, 17 196:10</p> <p>positions 43:21</p> <p>Possibility 102:7</p> <p>possible 30:23 150:5 182:17</p> <p>Possibly 24:13 34:5, 8 56:5 61:23 65:2 67:14 76:19 92:22 97:8 98:12 118:12 125:19 132:1 135:18 140:11</p> <p>potential 182:22</p> <p>pounds 105:17</p> <p>power 83:25, 25</p> <p>preliminaries 4:9</p> <p>Premiere 187:10, 14, 19 188:4, 5</p> <p>preparation 74:9</p> <p>prepare 40:13</p> <p>preparing 124:21</p> <p>present 18:14 195:4</p> <p>preserved 26:6</p> <p>preserving 34:14</p> <p>Presidents 10:15, 17 11:12 28:16 192:14</p> <p>pressed 54:19, 22 55:5</p> <p>presumably 47:22 109:5</p> <p>presume 13:4</p> <p>pretty 115:11</p> <p>prevent 6:2, 5, 7</p> <p>Preventative 22:19 200:15, 18 202:1, 4</p> <p>previous 73:6 151:2</p> <p>previously 31:22, 23 70:22 147:15</p> <p>printing 82:21</p> <p>prior 33:16 73:10, 18 92:14 95:19</p> <p>privy 39:5</p> <p>probably 4:20 19:15 21:13 24:16 41:10, 13 55:3 64:10 72:22 101:23 102:3 113:6, 11 118:4 133:5 135:24 139:2 150:10, 12, 25</p>	<p>159:3 178:12 199:17</p> <p>problem 14:16, 16 50:23 99:4 113:6 123:2, 17</p> <p>problems 116:23 124:9 136:18</p> <p>procedure 161:22 162:6, 9 208:1</p> <p>proceed 3:22</p> <p>proceeded 198:1</p> <p>process 30:16 47:9 56:18 69:16 74:23 209:13 211:7</p> <p>produced 94:3 129:18</p> <p>product 119:14 126:4 129:7, 10 215:13</p> <p>production 78:1</p> <p>Professional 1:16</p> <p>Program 7:14 21:25 22:3 24:5 25:24 30:2 42:12 50:25 68:13 92:4, 10, 14, 18 158:21</p> <p>project 70:12</p> <p>prone 126:8</p> <p>properly 80:24 102:8 117:22 194:14</p> <p>properties 170:25 171:5</p> <p>property 52:3, 4, 5</p> <p>proposal 132:8 152:10 154:20, 22, 24</p> <p>proposals 146:7 157:23 158:1 185:1 190:24 191:2</p> <p>proposed 146:3</p> <p>proposing 131:8</p> <p>protocol 160:3, 4</p> <p>provide 23:9 145:24 203:13</p> <p>provides 145:23</p> <p>Public 1:17 3:25 106:14 128:6 194:20 216:3</p> <p>pull 26:11 123:5</p>
--	---	---	--

203:5 pulled 181:9 purchased 155:9 purely 205:20 purposes 198:15 pursuant 1:16 put 18:2 22:14 23:18 28:12 29:23 46:25 50:24 51:8 52:24 53:2, 5, 18 54:10, 12 68:14, 23 70:15 79:13, 17 80:20 81:1 82:16 84:14 91:21, 22 101:14, 20 102:5 105:13 134:5 135:16 159:7 165:9, 16, 19, 20 168:10, 23 180:21 183:16 201:4, 9 203:3 putting 65:25 < Q > quarter 120:12 question 4:21, 22 5:13, 14, 19, 21, 22, 23 6:12, 13 30:16 71:4 112:1 133:13, 14 136:19 140:1 145:14 156:8 188:25 193:25 195:13 197:8 198:9, 16 208:15 211:10 questioned 26:24 questions 77:15 78:7 192:18, 21, 25 193:24 194:4 195:3 198:6, 23, 25 205:14 quick 78:5 211:12 quicker 36:22 81:21 134:24 163:25 quickest 81:5 quickly 158:25 205:18 quote 95:7, 9 98:5 104:21, 23 105:25 106:1 107:15, 17, 21,	23 108:22, 23 109:2 115:13 116:5, 8 118:24 119:3 125:6, 7 126:7, 11 127:11, 13 130:17 131:6, 7, 7, 10 132:4 148:9, 12 150:17, 19 152:12, 17 157:22, 24 159:15 190:1, 6 < R > raised 11:16 random 89:14, 15, 17 ratio 123:19 read 78:8 137:14 148:13 214:4 reading 104:20 144:2 really 34:11 64:24 65:21 180:21 188:12 201:6, 22 211:12 reason 6:1 11:15 86:15 118:10 135:12 136:12 152:24 reasonable 5:20 reasons 136:8 reassigned 11:12 REBECCA 2:11 3:15 5:10 60:1 71:16 74:24 76:9 77:8 78:1 129:10 reboot 73:1 recall 13:9, 11 15:4 20:18 32:12 45:6 57:16 62:10 65:3, 6 67:11 95:20 100:4, 7, 9 103:14, 23 138:14, 17 146:11 147:20 154:11 155:12 161:1, 9 169:17 176:8 177:19 178:24 179:3 191:24 198:14 202:19 receive 31:7 45:20, 24 49:7 61:12, 21 64:19 70:22 169:12	received 13:19 26:10 32:18, 19, 24 33:14 46:22 77:12, 25 116:10 receiving 65:3 Recess 67:24 142:11 193:9 recollection 62:9, 19 85:20 140:23 141:13 192:7, 8 recommend 121:20 123:21 124:1, 2 147:23 149:12 152:16 159:8 188:14 189:1, 3, 7, 16 190:12, 18, 20 recommendation 123:9 124:6 127:20, 24 130:25 131:18 134:11, 12, 14, 21 135:4, 6 147:16 148:9 149:7, 16 189:25 191:5, 21 192:12, 14, 15 recommendations 137:20, 25 138:3, 4 191:4 198:7, 8 recommended 118:25 126:22, 24 136:4 139:12 147:8, 12 189:22 190:7 191:1 recommending 131:1 135:1 141:8 recommends 124:10 record 3:12 4:4 22:14 36:24 55:6 67:22 68:1 92:1 117:24 142:7, 9 143:4 193:7, 11 213:13 216:7 recorded 80:18 records 57:22 58:2 69:4, 7 92:14 recycled 133:8, 15, 22 reduced 131:6, 25 refer 27:2 28:5 100:12 148:17	reference 94:25 96:3 114:23 149:23 referenced 150:11 references 144:13, 18 referencing 160:4 referred 201:11 referring 95:10 reflected 61:16 regarding 30:21 32:25 34:14 49:16 55:24 56:11 70:23 71:7 72:5, 14 75:3 108:7 115:20 119:9 143:14 regardless 212:2 Registered 1:16 regular 148:21 Reid 1:16 3:21 216:3, 17 reinstalled 211:8, 17 reject 131:24 related 143:24 153:22 216:9 relates 144:7 relating 185:2, 6 relations 150:17 156:19 186:11 201:16 relative 201:15 relay 170:22 relayed 168:6, 12 186:25 relogged 31:6 remember 24:1, 4, 10 30:5 55:3 63:7 67:17 71:21 72:17 118:7 153:1 189:9 190:9 192:1 remind 68:6 removal 161:11, 12 remove 83:22 85:10 161:20 204:8, 21 209:4, 7, 24 210:13, 15, 16, 18 removed 161:9 210:10, 12 removing 147:23 212:10, 11, 14, 15 Renate 1:16 3:21 216:3, 17
---	---	--	---

<p>repair 17:3, 21 18:1, 8, 13, 19, 20 37:3, 5, 11, 23, 24 38:17, 23 40:10, 15 41:3, 4, 5, 6, 8, 19, 20, 22, 24 42:9, 10, 11 43:4, 7, 10, 11, 15, 20, 23 45:12, 14, 16, 20 46:3, 6, 9, 10, 13, 18, 21 47:5, 10, 18 48:15, 24 49:11, 13, 14 50:4, 6, 8, 9, 19, 20, 25 51:4, 5, 9, 13, 18, 22 53:4, 21 55:14, 16, 20 58:24 60:9, 14 61:6, 17 62:3 70:18 87:21 91:11 108:8 117:5 127:1 129:25 130:25 131:14, 15, 24 132:17, 23 135:11, 20, 22, 22 136:2, 20, 20 137:11 139:8, 12, 19, 21 140:9, 10 141:7, 9, 25 143:24 144:7, 10, 13, 19, 21 158:18, 21, 24 183:23 184:21 185:6, 9, 12 190:6 194:10, 11 195:9, 16 200:24 201:1, 4 206:20 207:6, 8, 14, 19 208:9, 10 repaired 207:17 repairing 17:11 repairs 21:7 34:17 37:14, 16 41:6, 7 47:8 48:2 66:16, 19 185:20 207:5 repeat 5:21 58:4 replace 36:5 81:16 97:21, 24 98:1, 4 99:11 109:1 121:1, 18, 22 130:19 131:9, 18, 20 133:7, 14 134:12, 15, 16, 18, 22 135:4 145:1, 15, 22 155:19, 20 158:2 183:25 184:6 192:12, 14</p>	<p>replaced 44:22 95:18 96:21, 25 97:1, 6, 9, 13, 16 101:23, 25 102:6 106:22 108:25 109:6, 16 113:20, 25 119:3 121:23 122:3 123:12, 22 124:1, 2, 8 126:23 127:21 133:3 136:5, 21, 23 138:9, 11, 15, 18, 19, 22 140:24 143:21 144:3, 24 147:19 148:3 149:3, 13 150:25 151:6 152:7, 21 153:6, 7 154:10 156:3, 10, 21 157:3 158:10, 25 184:9 185:16 186:3 188:15 191:13, 14, 17, 21, 25 192:3 198:10, 13, 17 211:6 replacement 126:25 131:1 137:20 140:4, 8 141:5, 8 143:23 146:12 147:5, 12 157:16 159:8 185:2, 5 189:8, 17 190:8, 18, 19 191:1 206:22 replacements 198:6 replacing 95:20 99:18 132:19, 21 136:15 137:7, 8 139:12, 18, 20 141:10, 12 146:2 152:10, 16 157:9 189:4 190:12 211:15 report 74:6, 14 75:5 76:13, 21, 22 77:15, 20, 24 78:4, 21 82:13, 22 85:25 92:2 110:22 111:14, 17, 19, 20, 22, 22, 24 112:2 124:21 127:11, 11, 25 170:4 195:21 202:7</p>	<p>215:10 reported 176:20 Reporter 1:17 3:20 4:17 52:13 61:25 77:6 93:15 148:5 154:13 158:20 174:22 182:5 212:21, 22 213:2, 5, 10 216:3 reports 76:16 158:17 represent 62:22 77:23 78:4 94:2 114:22 194:2 representative 118:25 122:6 123:8 represents 80:14 request 11:13 43:12 71:19 requested 11:14 43:13 requesting 36:18 requests 36:24 require 39:7, 16 required 39:9 50:13 53:10 requires 169:4 reserved 57:9 reset 73:3 Resolution 88:3 100:21 121:6 150:16 151:15 156:18 157:22 160:11 165:25 184:6 201:15 Resort 11:3 respect 21:1 54:9 55:20 74:8 149:7 responding 108:14 114:14 response 135:2 149:25 163:25 164:1 responsibility 16:9, 11 145:20 responsible 35:17, 24 61:3 145:17 rest 124:4 restart 169:8 182:3, 6, 8</p>	<p>restarting 176:21 182:22 result 41:20, 23 43:4 170:8 181:14 189:24 196:1, 5 resulted 41:9 157:6 180:25 results 132:23 136:21 retrieve 73:18 return 194:23 196:6 returned 101:2 194:9, 19 review 74:11, 13, 18 77:1 164:25 reviewed 23:13, 14 74:25 161:17 178:25 187:4 195:2 reviewing 33:15 197:21 reviews 78:10 95:25 111:6 115:22 124:19 150:8 Richard 64:25 65:4, 7 ride 97:3 128:19 200:6, 12 204:2 206:4 riding 106:14 126:10 128:5 204:12 205:7 right 4:9 10:15 25:15 34:16 37:2 43:6 60:4 62:25 68:11 69:2 72:20 77:3 78:14, 16, 18 79:7, 25 82:20 83:10 85:4, 17 86:17 87:2 88:17 89:20 91:7 93:10 94:18 98:21, 23 100:14 102:21, 23, 23 104:12, 19 105:21, 21 106:11, 23 109:12, 15 111:11, 11 112:17, 17 113:12 114:4, 20 115:18, 25 116:13 118:13 122:4, 20 124:11 125:8, 11</p>
---	--	--	--

130:8 131:5, 21 133:4, 7, 12, 12 135:20 136:1, 1 137:4, 12, 14 138:3 139:7, 7 140:9, 16 141:4, 4, 21, 24 142:1 143:16 144:1, 6 145:11, 15, 22 151:5, 11 154:5 156:7 157:14 164:4, 7 166:3 173:10 174:25 175:1 178:20 179:10 182:11 183:16 186:10 188:17, 20, 22, 24 190:6, 6 191:14, 17 193:22 194:5, 6 202:4 205:12 206:12 207:3 209:25 210:3, 14, 22 rigid 209:19 ring 64:23 65:10 Ritterhouse 20:7 River 11:10 Riverside 11:3 rmastrangelo@rmcm law.com 2:12 Robertson 196:2 robot 41:16 rocks 97:14 ROE 1:8 ROGERS 2:6 role 67:3 82:11, 12 149:16 196:8 roller 96:4, 20 97:6, 9, 13 99:23 101:1, 3, 6 102:9, 9 136:18 171:21 172:6, 9 173:2 204:14 rollers 95:18, 21 96:5, 9, 9, 25 97:16, 19, 23 98:4, 6, 8 99:5, 14, 22, 24 100:5, 25 101:10, 21 102:6, 12, 15 105:3 106:21, 23 108:25 109:7, 13, 15 110:4, 17, 22 111:16 112:4, 16, 19, 24 113:15, 20, 24 136:16 137:5	172:5, 20 173:11, 13, 14 174:5 175:21 204:18 206:8 room 27:4 74:4 rooms 27:9, 10 57:21, 23 58:18 rough 13:12 59:22 80:5 97:3 183:11, 12 roughly 13:18 32:9 38:9 41:8 71:21 72:17 80:14 137:13 routes 20:4 routine 54:4 run 77:24 84:1, 20 85:2 120:14, 22 178:3 running 161:14 176:24 177:3, 14, 15, 16 178:11, 18 182:20 205:4 runs 92:2 120:9 182:2 rushing 79:8 < S > safe 121:22, 25 133:1, 19, 22 134:15 147:11 157:25 159:17, 20 175:11 185:20 186:2 194:20 196:6 safely 90:5 safer 132:23, 24 133:14 136:22 137:6, 8 safety 42:22 59:5, 6, 13 69:3 83:12, 14, 18, 23 84:3 85:5, 9 86:6, 11, 20 87:6, 8 90:9 91:5, 9, 12, 18, 21 92:25 97:10 103:7, 11, 12, 15, 19 104:3 106:9, 12 125:6 126:10 134:25 135:7, 10, 13, 15 136:12 137:1, 22 141:21 142:1 149:6, 8 182:18, 22 183:2 197:4 203:6	safety's 194:18 sake 194:18 sales 35:8 37:25 38:19 39:7 40:17 44:10, 18 45:1 47:19 49:4, 5 59:15 salesman 37:17 44:23 135:19 salesmen 138:24 salvage 132:4 Saturday 104:22 107:16 save 25:7 saw 30:4 55:25 99:10 123:25 144:8 177:13 190:6 saying 64:8 139:7 says 79:3, 6 86:22, 23 87:3, 12, 13 88:3 91:5 92:8 95:6, 7 99:21 100:21 101:9, 22 102:7 104:21 107:9, 15, 21 115:24 116:2, 5 117:3 118:23 120:22 125:14, 18 126:7, 25 132:3 135:10, 13 140:22 141:23 147:3, 6, 7, 21 148:9, 15 149:6 150:16 151:3 152:22 153:13 155:7 156:18 159:14 160:10 166:3 173:1 175:9, 10 182:1 183:25 184:6 185:4 186:6 187:13 188:9 191:2 211:15 schedule 37:12 67:8 159:3 scheduling 62:2 schooling 7:20 scope 17:16 49:23 188:3 Scott 14:20, 25 15:5, 13, 17 16:1 33:10 34:21 35:7 36:24, 25 37:4, 24 38:4, 18, 24 39:3, 16 43:22 44:6 48:10	57:1 59:16 63:14, 16 69:7 83:2, 6 94:14, 18 102:25 106:19 107:12 108:13, 21 110:17 126:17 151:16 153:17 186:6, 17 189:2 Scott's 35:18 36:10 40:25 screws 110:12 search 26:12, 14, 14, 18 27:16 30:24 32:14 71:2, 7, 11, 13, 23 72:8, 11, 12 73:21 102:11 searched 100:25 101:10, 14, 22 searches 29:5 74:1 second 31:14, 21 33:14 75:14 78:2 79:2 93:12, 22 94:12 95:23 100:14 107:4, 5 114:20 116:2 117:8, 10 118:23 125:24 135:21 139:12 159:11, 14 164:24 second-best 102:13 second-to-last 114:8 section 140:10, 15 183:23 security 161:17 164:20 165:1 169:16, 20, 23 171:1 178:25 see 49:15, 17 61:6 64:5 78:16 82:19 86:2, 8 89:24 90:3, 20 95:4 98:4 100:22 103:2 104:24 106:3 107:7, 18, 24, 25 108:25 109:3 114:15 115:4, 7, 24 116:4 117:6, 11 118:21 119:4, 25 123:24 126:12 127:14 129:23 131:11 132:11
--	--	--	---

144:15, 16 150:2, 3, 4, 20 152:18 155:6, 10 156:22 166:1, 5 176:13 181:21 184:2 186:8, 14 201:13, 20 203:20 204:19 206:15 210:16, 18 seeing 62:10 172:3 seek 36:13 48:1 seen 128:14 send 30:17, 20 36:18 46:3 55:24 56:7 57:4 64:7, 14 70:22 89:10 129:16 159:3 167:20 sending 65:6 114:13 sense 209:21 210:3 sent 30:24 31:18 32:14, 18 47:1 48:18 51:13 64:8, 11, 16 72:5 74:24 76:6 77:9, 10 91:11 107:6, 12 108:16 114:21 206:21 211:25 sentence 104:21 117:6, 9 118:23 148:13 sentences 21:17 22:8 68:14 81:1 separate 66:5 117:21 206:13 209:2 separately 57:5 separating 38:3 September 7:2 103:1 106:19 107:6, 10 108:17 110:23 127:2 130:17 131:1, 18 135:11 141:8, 15 143:25 144:14, 22 190:7, 12, 17 192:12 serious 63:9, 11, 22, 23, 24 64:2 126:9 128:5 server 13:8	service 16:25 17:1, 16, 19, 23, 24 18:6, 21 21:6 30:4 43:24, 25 51:4, 7 53:23 63:9 67:4 160:1, 2 167:9, 15, 16, 19, 20, 25 168:4 182:12, 16 184:19 187:4 194:9, 19, 23 196:6 206:19 service, 17:2 101:2 servicing 19:3 55:22 63:13 64:9 set 113:10 117:20 216:6, 13 sets 96:12 seven 151:1 209:11 Shaefer 88:5, 10 shaky 97:5 128:19 181:4 200:2, 14 205:1 shape 98:7 sheet 102:1 148:22 214:8 shoe 116:21, 21 shop 199:20 short 198:19 shorter 23:7 Shorthand 216:3 shortly 182:9 shoving 105:19 show 86:10 112:3 119:24 147:17 149:11 showed 92:11 showing 147:13, 24 148:11 152:15 153:12 154:25 168:14 185:10 shows 112:16 140:4 151:15 155:3 171:21 175:7 183:23, 24 208:21 209:10 shut 154:12 163:24 168:20 177:7 179:11, 16 184:12, 16 shuts 182:8, 9 shutting 182:1, 21, 24	side 44:10 49:4, 5 116:21 117:24 120:17 148:24 172:14 196:9, 9, 11, 11 204:19 sides 115:8, 10 120:16 sign 39:11 47:12 55:17 135:14, 17 147:18 216:12 signature 47:11 signed 48:16 49:3, 4, 5 139:14 158:16 214:8 significant 29:24 127:12, 17 signs 147:13, 24 simple 52:23 54:8 178:5 simply 61:9 162:10, 15 210:16 single 101:5 172:13, 15 Sir 4:3 18:23 94:2 198:21 210:23 sit 20:18 57:15 62:10 153:21 site 86:21 sitting 4:12 6:2 33:21 146:11 situation 57:14 58:1 132:23, 24 136:22 145:23 202:18 situations 57:9 202:13 six 30:25 110:12 Sixty 98:12 size 41:8 skirt 115:3, 6, 9, 21 116:6, 11, 14, 22 117:3 132:8, 14 slightly 121:24 122:1 smaller 37:23 40:7 47:6 Smart 22:4, 5, 14 23:14, 18 24:4, 8 25:24 26:6, 9, 12 30:2, 17 31:19 42:2, 12 47:16	50:24 54:23 55:7 68:13, 24 69:11 70:16 76:17 79:10, 14 80:3, 21 81:18, 19 82:2, 6 90:17 91:22 158:18, 21 168:11 211:20 smartphone 13:10, 19 21:24 22:1 23:21 25:16 26:10 28:6 29:21 31:5, 13, 15 46:22 47:13 50:1 60:24 75:7, 13 smartphones 13:7 31:11 Smith 65:1, 4, 7 somebody 45:9 83:4 105:13 125:3 160:13, 22 162:2 178:4 someone's 182:25 183:1 soon 123:16 182:17 197:25 sorry 61:25 88:15 127:9 130:7 156:8 172:1 175:8 193:18 sort 50:13, 25 201:2 sound 175:16 sounds 199:14 South 2:9 space 22:10 68:14, 17 span 209:1 speak 48:3 143:13 168:3 169:20 177:21 speaking 3:2 95:1 specialization 8:24, 25 specific 13:2 21:25 51:7, 9, 13 69:25 113:24 122:7 specifically 12:1 20:14 29:14 169:18, 19 173:8 177:1 178:9 specifics 41:16 spectrum 17:21 speculate 128:7
--	---	---	---

<p>speculating 178:15 183:6 207:23 speculation 38:11 133:18 136:25 145:3, 6 173:23 197:13, 20 speed 194:16 200:1 spell 4:4 14:14 spend 59:3 spent 23:3 201:22 spin 81:3 spoke 95:7, 7 108:23 118:24 122:5 155:9 157:23 168:4 169:17 185:1 207:21, 24 208:8 spoken 147:15 208:6 sporadically 42:17 spot 91:9 spots 180:23 spread 102:20 spring 177:11 squeaking 100:17 175:10, 16 squeaky 195:22 stairs 119:16 standard 161:22 162:1, 5, 9 208:1 standpoint 42:22 48:5 196:12 stands 159:17, 21 182:11 Stanley 164:12 Starbucks 42:19 178:8 199:9, 11, 18 205:24 start 6:20 13:1 67:25 78:7 92:7 123:16 131:4 140:12 143:3 178:10 193:10 started 7:1, 3, 16 9:5 16:15, 24, 25 17:22 18:6 22:7 157:6 189:12 starting 23:22 60:25 136:17 starts 77:16 95:2 118:19</p>	<p>State 1:17 4:3 5:11 53:9, 11 83:19 88:18 104:6, 11, 17 105:24 114:24 115:19 116:8 132:10, 16 161:5 162:4, 7 163:13 164:19 165:1, 12 169:4, 5, 10, 11, 25 170:21 179:11 184:1, 12 194:24 195:25 196:13 197:16 202:20, 22, 24 203:10 205:20 216:4 stated 151:4 170:9 statement 26:2 122:5 123:5, 12 124:6 143:9 states 152:12 165:24 190:22 stating 53:19 149:10 stay 10:5 25:10, 12 73:14 stayed 168:24 steel-welded 192:6 step 36:5 83:23 85:8, 16, 18, 21 96:8, 8, 9 97:13, 19 100:25 101:4, 5, 6, 6, 10, 20 102:6, 11 104:22 105:3, 4, 12, 14 107:16 109:11, 16 110:5, 9, 10, 11 112:16 113:15 115:3, 6, 9, 21 116:6, 11, 14, 22 119:9 120:21 121:10, 18, 25 126:8 128:5, 12 132:8, 14 148:23, 25 150:18 151:23 171:21 172:8, 13, 15 175:20 176:16 179:12 180:2, 5, 8 181:4, 7, 9, 14 183:25 184:6, 8 186:12 191:12, 14 197:24 198:6 200:21 201:18</p>	<p>203:6 204:9, 22 205:9 206:23 209:22, 24 210:4, 4, 11, 12, 15, 16, 20 212:10, 11, 12, 14, 15 step-chain 101:1 102:8 173:1 184:11 204:14, 18 206:8 stepped 197:22 steps 36:5 56:6 73:18 85:10 96:5 98:10, 12, 15, 22, 25 99:1 100:20 105:20 106:5, 20 109:20 112:25 113:18 115:9 116:16 119:1, 3, 6 120:5, 7, 19 121:1, 4, 7 122:7, 8, 11, 13, 18, 19, 25 123:1, 10, 11, 15, 20, 22, 25, 25 124:7, 8, 22 126:23 127:7, 12, 20 128:18 130:19 131:2, 2, 9, 9, 19, 20 132:5, 6, 20, 21 133:2, 8, 8, 8, 15, 15, 15, 22, 22, 25 134:2, 3, 3, 5, 13, 18, 20, 22, 23 135:1, 4 136:5, 11, 16, 21, 22 137:5, 7 138:9, 10, 11 139:13, 19, 20 140:4, 6, 8, 24 141:5, 9, 10, 12, 18 143:21 144:3, 5, 23 145:2, 15, 18, 23, 24, 25 146:1, 2, 3, 4, 12 147:5, 12, 17, 18, 24 148:1, 2, 10, 11 149:11 150:18, 23, 24 151:1, 6, 12, 20, 22, 23 152:7, 10, 13, 14, 16, 21 153:6, 11, 11, 23 154:1, 5, 9, 24 155:8, 15, 17, 19, 20, 21, 23, 23, 25 156:1, 3, 10, 13, 20 157:2, 10, 11 158:2, 9 159:1, 6 161:9, 11, 20 162:18 163:5</p>	<p>172:6, 17, 22, 23 173:7, 19 174:9, 16 181:4, 7 183:4 185:3, 10, 15 186:3, 12 190:8, 13, 18, 19 191:1, 17, 21, 24 192:3, 6, 13, 15 194:12, 13, 15 197:22 198:10, 12 200:1, 1, 14, 20 201:17 204:6, 19 205:1, 4 206:10 209:4, 4, 17, 19 211:6, 16 sticker 53:18 stop 106:15 120:13 161:19 177:5 183:3, 4, 10, 11, 12 193:25 stops 121:13 straight 115:11, 14 116:16 192:23 Street 2:9 Stressed 180:6, 8 stretch 10:23 15:18 177:25 Stretched 180:5, 9, 10, 11, 13, 18 181:8 stretches 180:15 strike 200:9 stuck 116:21 stuff 38:3, 4 39:15 79:23 80:2 134:17 204:23 subsequently 94:7 substantial 40:16 Suite 2:4, 16 Sunday 102:25 107:9 superiors 81:11 supervisor 14:10, 11, 18, 25 15:12 23:4, 12, 15 32:25 34:20 35:14 37:10, 11 42:4 43:11, 15, 19, 20, 23 45:14 70:10 159:2 supervisors 14:21 15:5 30:18, 21 59:17</p>
--	--	--	---

<p>supplemental 78:2 supplies 101:19 sure 23:16 26:8 30:3 31:3 35:8, 9, 21 38:25 39:9 45:2, 15 52:5 81:14 82:18 83:24 89:2 93:2 95:24 99:6 104:5 107:14 113:16, 18 115:11 120:4 137:12 141:6 150:9 177:17 186:22, 24 188:2, 9 192:9 194:12, 15 195:14 199:25 200:1, 13, 13 201:24 203:8 208:7 svc 159:24, 25 svc, 182:11 swear 3:21 switch 87:24 177:5 switches 83:23 84:3, 5, 8 87:24 203:6 sworn 3:24 216:6 sync 205:4 system 23:18 47:16 54:24 55:7 68:24 70:16 76:17 79:14 80:3, 21 81:17, 18 82:3, 6 93:5</p> <p>< T > tablet 74:25 75:1 tablet, 75:6 take 3:7 4:11 6:11, 14 7:19 8:1 21:8 23:23 24:15, 21 25:17 29:19, 21 30:5, 10 52:1 67:3, 6, 19 70:7, 9, 14 78:5 80:20, 25 82:2 83:22 85:5, 17 94:10 95:24 101:1 111:5 117:15, 16, 18 137:11 139:24 142:6 145:1, 14 146:6 150:9 159:10 171:22 183:4 192:25</p>	<p>199:19 203:4, 6 209:9 213:7 taken 26:12 67:24 73:17 142:11 192:16 193:9 takes 117:20 208:3 talk 38:18 63:9, 14, 15, 16, 20, 25 68:8 70:3 159:2 177:14 178:2 193:4 talked 62:15 65:24 68:12 71:18 92:4 94:13 111:10 125:2 151:2, 11 183:14 190:23, 25 207:13 209:17 talking 10:25 20:23 39:17, 18 56:18 75:9 76:12 99:15 105:16 113:19 119:12 134:1 140:6 141:4 143:18 170:1 171:24 173:3 201:23 talks 136:3 team 117:5 technically 23:25 technology 29:12 Ted 14:13 teeth 105:5, 9 200:3 tell 4:14 5:20 20:3 63:8 78:22 125:22 167:25 171:1, 4, 5, 9 179:16 199:22 telling 6:3 tells 5:14 108:21 ten 52:20 82:4 175:2 193:1, 3 tension 181:9 term 72:11 183:16 terms 35:18 72:12 82:21 125:5 terrible 25:18 Test 83:12, 14, 18 84:6 85:5, 15 86:6, 20 87:6, 9, 24 91:9, 12, 18, 21 testified 3:25 18:8 58:11 79:12 88:7 94:15 122:10</p>	<p>136:8 159:6 184:25 197:4 206:7 testifying 6:5 113:23 testimony 6:3 23:7 68:9 143:14 153:22 197:3 210:7 212:12 214:4, 6 216:7 testing 79:1 115:3, 6, 7, 21 116:6, 11, 14 117:4 132:16 181:18 tests 90:9 91:6 92:25 115:7 text 36:14 167:21 Thank 4:7 12:22 68:5 77:12, 19 93:24 129:15 162:25 198:21 210:23 211:11 212:18, 20 213:10 thanks 64:18 193:5 theirs 65:21 thing 6:11 24:1 78:9 102:13 189:6 208:23 things 4:20 17:15 38:10 48:5 53:2 70:20 76:25 200:9, 17, 23, 25 201:1 202:8 think 17:8 32:10 64:8, 16 94:7 98:16, 18, 19, 20 102:4 106:25 110:17 117:17 118:8 120:11 138:5 140:12 151:9 182:7 187:23 193:20 201:22 thinking 125:18 168:13 third 162:7 third-party 53:12 83:20 88:11, 18 169:7 202:21, 25 Thompson 20:11 those-style 120:5</p>	<p>172:8 thought 149:8 thousand 105:16, 17 111:1 156:16 three 9:10 17:7 21:17 32:10 88:12 94:16 110:13 120:16 145:1, 14 172:7 180:23 193:7 209:2, 2, 14 threshold 42:10 throw 120:18 thru-axel 148:1 thru-axle 134:3 148:2, 5, 6 172:24 Thyssen 7:15 9:6, 15 10:9, 11 13:10 15:18, 21 16:15 18:24 19:24 23:21 26:10 31:12 35:11, 17, 24 39:4 58:21 69:3 70:19 73:15 76:8 83:13 88:21 104:17 139:1 145:17, 23 146:17, 19 174:15 187:5 211:19 ThyssenKrupp 1:15 2:9 3:16 6:19, 21 7:2, 4 12:24 13:19 14:8 16:19 30:13 41:1 52:3, 11, 14, 15 57:22 75:13 125:10 149:20 167:16 203:12 207:9 ThyssenKrupp's 34:7 44:1 Thyssen's 78:2 ticket 41:3, 4, 5, 9, 12, 20, 24 42:9, 11 43:4 45:16, 20 46:4, 6, 9, 10, 13, 14 47:10 48:15, 24 49:11, 13, 14 50:6, 8, 9, 16, 21, 25 51:4, 6, 9, 13, 22 55:14, 16 60:14 87:5 91:2, 3, 11, 11 92:22 158:24 201:9</p>
--	--	--	--

<p>tickets 43:7, 10 45:12 46:21, 24 47:5 50:4 51:18 58:24 60:9 61:17 70:19 108:8 tied 19:21 till 164:23 time 3:4, 11 5:13 6:10 7:24 12:5 13:6, 24 14:21 15:12 16:18, 23 19:10 20:2 21:14, 20, 24 22:1, 15, 17, 21 23:15, 15, 23 25:3, 4, 21, 22 28:14, 18 30:22, 22 31:17 42:24 43:14 44:25 45:8 46:4, 25 50:22 51:21 54:13, 16, 20, 23 55:6, 16 56:10, 10 57:6, 13, 13, 16, 16 59:3 60:5 61:23, 24 62:1, 1, 2 66:1, 25 67:11 72:13, 17 79:9, 13, 16, 22 80:1, 6, 7 81:2, 6, 24 85:3 87:24 88:25 89:11, 12 91:8 95:14, 22, 24 96:14 97:17 98:5 99:19 100:5 101:15 109:1, 18 110:14 111:5 120:7, 18 121:23 122:24 127:1 129:19 133:10 139:22 150:6, 9 151:1 152:15 153:1, 25 155:13 160:23 161:23 162:15, 17 164:1 165:5 168:16 170:15 172:10, 21 173:5, 9, 15 177:8, 9, 23, 24 180:14 185:18, 24 190:23, 25 193:25 195:11, 18 198:19, 21 199:12, 23, 24 200:4 201:8 203:15 205:10 206:19</p>	<p>207:11 208:4 209:9 213:16 time-based 140:14 times 43:21 79:8, 20 82:17 98:13 99:7 109:23 117:25 189:16 190:20 199:8 203:18 204:4 208:8 209:2 tires 96:16 113:10 title 88:24 TK 22:4, 5, 14 23:14, 18 24:4, 8 25:23 26:6, 12 30:2 42:2, 12 47:16 50:24 54:23 55:7 68:13, 23 69:11 70:16 76:17 79:10, 14 80:3, 21 81:18, 19 82:2, 6 90:17 91:22 158:18, 21 168:11 today 3:20 6:2, 6 8:18 20:18 33:8 62:10 74:9 95:8 108:24 146:12 195:4 198:22 206:24 Today's 3:3 84:22 told 49:19 126:20 166:13 top 65:11 78:18 79:3 85:25 86:2 87:2 105:5 114:16 116:2 140:19 143:17 147:7 181:21 186:5 211:5 torque 83:24 203:9 212:17 touch 15:23 town 84:24 102:20 146:15 trail 96:8 trained 9:13 training 7:5, 8, 12, 13, 16, 19, 20, 21 8:7 9:8 59:5, 6, 13 69:2, 3, 4, 6, 10, 13 transcript 212:22, 24</p>	<p>transcription 214:6 transferred 72:20 transported 194:23 trapped 163:23 tread 110:14 treads 110:11 Tropicana 11:10 trouble 66:14, 18, 21 74:15, 17, 18 193:23 troubleshooting 28:25 29:1 58:15 true 152:25 214:5 216:7 truth 4:14 truthful 6:3 truthfully 6:6 trying 135:24 182:7 Tuesday 160:2 turn 72:25 83:25 87:23 129:22 131:5 137:6 152:4 155:2, 5 156:15 157:20 178:19 181:20 183:22 206:12 208:14 turned 154:16 178:12 twice 42:18 199:6, 15 two 10:7 12:12, 13 13:17 14:1 18:17 19:16 22:8 23:3, 21 24:2 34:3 35:6 68:13, 17, 22 76:25 77:10, 10 81:1 85:6, 7 87:19 89:3, 7 90:21 96:12 101:5 105:16 106:1, 17 107:22 108:10 111:1 114:12 117:4, 12, 25 118:9 125:16 131:13 132:17 135:20 136:7, 20 137:10 143:24 144:7, 21 152:2 156:15 175:25 178:21 197:24 201:18, 22 206:13</p>	<p>207:14 two-axe 122:19 two-day 125:19 type 35:18 120:21 126:8 148:21 172:24 199:22 203:11 204:13 typed 72:9 types 53:23 200:17 209:16 typical 8:23 84:19 89:6 207:16 209:12 typically 23:6 57:12 113:14 117:18 118:2 145:22 166:20 171:3 < U > Uh-huh 87:14 ultimately 144:23 Um-hum 12:19 48:17, 25 55:18 58:22 90:23 100:18 108:12, 20 130:18 132:18 181:25 uncracked 132:4 underneath 161:20 204:9 210:17, 18 understand 4:15 5:18, 21 135:23, 23 143:10 183:24 understanding 36:2, 3, 8 104:2 understood 5:23 11:20 34:12, 12 166:7, 8 196:14 212:12 union 7:8 18:16, 25 19:1 unit 29:9 52:17 53:13 56:5 63:8 83:24 84:5, 7 97:3, 3, 5, 18, 21, 23 98:12 99:12, 13, 15 102:10 104:22 105:12 106:6 107:16 108:24 109:21 112:25 115:10 117:19, 19, 20, 21</p>
--	---	--	---

119:2 122:17, 19 123:11 132:6 133:3 134:2, 6 144:4 148:25 154:12 162:3, 11 165:15, 18 172:16 176:23 177:3, 7, 14, 15 179:4 194:13, 19 198:1 200:22 201:24 203:5, 7, 16 208:23 209:8 210:17 unit , 131:10 208:21, 22 units 42:21 110:14 122:22 131:19 156:19 177:8 UNOC 163:17 Unoccupied 163:18, 19, 24 unquote 125:6, 7 unsure 16:13 162:12 198:13 unusual 58:1 171:9 198:11 up-escalator 112:18 upper 197:25 203:7 use 24:1 25:19 28:23 29:4, 12 119:12, 23 121:10, 12 133:8, 11, 11 194:8, 20 usual 179:7 198:11 Usually 18:2 21:10 27:6, 11 28:5 40:5 45:22, 23 58:3 61:14, 19 65:16 66:24 67:6 81:6 83:20 85:10 139:3, 6 162:8 164:16 177:21 178:7 199:15, 19 208:2, 4, 5 209:14 < V > vacation 19:21 45:9 67:1, 2, 6 value 35:19 various 20:4 Vegas 2:4, 10, 16 6:24 9:12, 19 16:6,	8, 12 31:23, 24 41:1 44:1, 2, 19 58:21 59:4, 7, 16, 20 60:8 149:20 166:23, 24 vehicle 102:22 verify 50:13 verifying 53:19 versus 3:9 5:5 9:3 137:13 victim 197:22 video 3:7 5:2 197:21 VIDEOGRAPHER 3:1, 2, 20 67:21, 25 142:8 143:3 193:6, 10 213:12 view 165:1 violation 115:1, 20 125:16 127:4 132:13 179:22 180:1 181:1 184:14, 20 195:10, 17 196:16 207:2 visit 23:7 29:24 42:17 visual 52:23 161:4, 10, 12 162:10, 15 165:18 178:6 199:24 200:11 204:5 205:20 visually 42:21 52:22 54:8 161:13 172:19 200:20 204:12 212:16 Voss 164:12 VP 114:22 < W > wait 4:20, 22 35:1 walk 165:21 walkways 9:13 want 30:15 68:5 71:17 92:1 119:12, 24, 24, 25 137:12 192:22 212:2 wanted 22:11, 13 68:23 156:7 182:19 wants 121:16 134:17 warehouse 155:8, 12	way 92:24 96:8 98:22 120:10 128:11 172:16 181:13 192:13 203:10 212:12 216:11 ways 70:1 wear 96:14 97:20, 20 Webster 207:10 week 28:16 42:18 67:7 95:19 106:23 108:25 109:5 171:16 199:8 207:22 weekend 10:16, 17 11:12 28:17 160:15 weeks 106:1 107:23 152:2 175:25 178:21 welcome 143:8 weld 109:19 welded 120:5 122:11, 13, 22 123:1 welded-style 134:1 well 5:1 18:2, 9 39:10 40:3 46:24 47:10 53:19 66:16 67:6 77:3 78:14 83:19 91:25 96:10 101:7 105:10 112:8, 25 114:2 123:5, 16 126:19 135:14 136:15, 16, 18 140:7 141:2, 2, 22 152:9 164:6, 8 176:15 177:3 190:22 194:3 203:9 204:7, 20 209:23 went 14:21 20:6 38:3, 4, 23 39:6, 15 55:11 81:17 109:20 146:13 155:7 156:12 165:25 166:9 168:7, 13, 19 174:1 177:24 178:1 190:2 191:7 197:25 199:18	we're 20:23 39:17 41:15, 16 67:22 68:1 78:20, 20 105:16 114:5, 6 124:11, 12 142:9 193:7 206:23 212:15 we've 75:9 94:13, 13, 13 203:17 whatsoever 135:1 WHEREOF 216:13 wider 115:15, 17 width 115:17 Wife 1:3 11:16 wish 193:17 witness 3:22, 24 52:14 78:10 95:25 111:6 115:22 124:19 148:6 150:7 197:3 215:3 216:5, 8, 11, 13 witnessed 88:16 wondering 157:12 words 135:3 work 8:11, 19 10:14, 24 12:23 13:2, 21 14:7 16:16, 21 19:2, 11 21:9 23:22, 22 25:16 34:19 35:18, 19 38:23, 23 39:6, 8, 9, 16, 17, 22 40:11, 13, 18, 21 48:21 49:1, 8, 11, 15, 22, 25 58:24 60:10 61:10 65:24 66:19, 25 70:23, 23 71:9 72:14 75:25 76:2 80:15 134:17, 23 135:5, 16 136:11 139:3, 6 141:11 147:1, 4 149:17, 19 150:12 152:3, 9, 12 153:3, 5 154:7 156:4 157:7 158:14, 15 194:7 worked 9:12, 14, 20 10:20, 25 15:24 16:3 20:4 35:23 43:9 62:15 69:20 88:21 95:14 191:11
--	--	--	--

working 6:20 7:1,
3, 6 8:10 9:5
17:22 84:15
137:21 176:12, 18
206:4
work-related 75:22
works 35:9 160:22
164:13
worn 96:22 150:18
152:1 186:12
201:17
worn-out 106:20
worries 63:4
worry 136:1
wrapper 148:22
wrecked 109:21
write 21:14, 16
22:19, 25 23:1, 3
46:17, 17 50:15, 18
52:16 58:5, 7
68:16, 19, 22 124:24
160:7 164:8 211:9,
16
writes 167:11
writing 4:17 21:13
183:17
written 5:3 39:3, 8,
9, 18 58:8 66:15
74:6 112:11
141:20 152:23, 25
164:3 184:1
wrong 177:1, 4
wrote 52:8 127:11
160:7 163:21 164:9

< X >

XXXI 1:5

< Y >

Yeah 37:8 42:6, 8
55:3 63:1 65:22
71:12 77:14
100:11 129:16
183:17 190:19
193:3
year 7:23 10:18, 21
15:14, 15 23:21
24:2 26:15, 16, 17,
19 27:18, 24 28:17
51:19, 20 52:16
53:13 71:20 72:16,

19, 23, 23 73:19
83:15 84:16 86:20
91:13, 18, 20 202:20
yearly 53:7, 10, 21
years 7:20, 21 9:8,
10 10:7 12:8, 12, 13
13:13, 17 14:1
15:14 21:3 24:3,
19 26:13 27:1
30:9, 25 32:9
43:17 44:13, 17
64:10 74:6 84:16,
25 103:17, 22
174:13 175:2
189:10, 11 207:15
Yep 77:18, 18
yes-or-no 5:3
York 1:15, 15, 17
3:6, 7 11:13 31:8
33:15 72:20 216:4

< Z >

Zerk 101:4 172:9

Zerks 101:5