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STATE OF NEVADA

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BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD,

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Complainant,

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vs.

COMPLAINT

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REBEL OIL COMPANY, INCORPORATED,
dba REBEL #39; REBEL #40; REBEL #42;
12 REBEL #43; REBEL #44; REBEL #46;
13 REBEL #47; REBEL #48; REBEL #52;
14 REBEL #53; REBEL #56; and REBEL
TRUCK STOP CAFÉ #8.

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Respondents.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, by and through its counsel, ADAM PAUL LAXALT, Attorney General, and EDWARD L. MAGAW, Deputy Attorney General, hereby files this Complaint for disciplinary action against REBEL OIL COMPANY, INCORPORATED (REBEL OIL), dba REBEL #39, REBEL #40, REBEL #42, REBEL #43, REBEL #44, REBEL #46, REBEL #47, REBEL #48, REBEL #52, REBEL #53, REBEL #56, and REBEL TRUCK STOP CAFÉ #8, RESPONDENTS herein, pursuant to Nevada Revised Statute (NRS) 463.310(2) and alleges as follows:

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1. Complainant, BOARD, is an administrative agency of the State of Nevada duly organized and existing under and by virtue of chapter 463 of NRS and is charged with the administration and enforcement of the gaming laws of this State as set forth in Title 41 of NRS (Nevada Gaming Control Act) and the Regulations of the Nevada Gaming Commission (Commission or NGC).

1 2. RESPONDENTS each currently hold a restricted gaming license, and as such, are
2 each charged with the responsibility of complying with all of the provisions of the Nevada
3 Gaming Control Act and regulations adopted thereunder. At all times relevant to the
4 Complaint:

5 a. Respondent REBEL OIL, dba REBEL #39, was located at 3191 North Nellis
6 Boulevard, Las Vegas, Nevada 89110;

7 b. Respondent REBEL OIL, dba REBEL #40, was located at 3380 East Tropicana
8 Avenue, Las Vegas, Nevada 89121;

9 c. Respondent REBEL OIL, dba REBEL #42, was located at 4111 South Paradise
10 Road, Las Vegas, Nevada 89109;

11 d. Respondent REBEL OIL, dba REBEL #43, was located at 1100 South Rainbow
12 Boulevard, Las Vegas, Nevada 89102;

13 e. Respondent REBEL OIL, dba REBEL #44, was located at 6060 West Tropicana
14 Avenue, Las Vegas, Nevada 89122;

15 f. Respondent REBEL OIL, dba REBEL #46, was located at 6020 West Charleston
16 Boulevard, Las Vegas, Nevada 89107;

17 g. Respondent REBEL OIL, dba REBEL #47, was located at 650 U.S. Highway 95,
18 Searchlight, Nevada 89046;

19 h. Respondent REBEL OIL, dba REBEL #48, was located at 820 South Highway 160,
20 Pahrump, Nevada 89041;

21 i. Respondent REBEL OIL, dba REBEL #52, was located at 3200 North Rancho
22 Drive, Las Vegas, Nevada 89130;

23 j. Respondent REBEL OIL, dba REBEL #53, was located at 4595 East Tropicana
24 Avenue, Las Vegas, Nevada 89121;

25 k. Respondent REBEL OIL, dba REBEL #56, was located at 4220 East Sahara
26 Avenue, Las Vegas, Nevada 89104; and

27 l. Respondent REBEL OIL, dba REBEL TRUCK STOP CAFÉ #8, was located at 3235
28 North Las Vegas Boulevard, North Las Vegas, Nevada 89030.

1 3. In addition to the above, Respondent REBEL OIL is a registered holding company of
2 Rebel Slots, Inc. ("Rebel Slots"), which is currently licensed by the NGC as an operator of a
3 slot route.

4 **RELEVANT LAW**

5 4. The Nevada Legislature has declared under NRS 463.0129(1) that:

6 (a) The gaming industry is vitally important to the economy
7 of the State and the general welfare of the inhabitants.

8 (b) The continued growth and success of gaming is
9 dependent upon public confidence and trust that licensed gaming
10 and the manufacture, sale and distribution of gaming devices and
11 associated equipment are conducted honestly and competitively,
12 that establishments which hold restricted and nonrestricted
13 licenses where gaming is conducted and where gambling devices
14 are operated do not unduly impact the quality of life enjoyed by
15 residents of the surrounding neighborhoods, that the rights of the
16 creditors of licensees are protected and that gaming is free from
17 criminal and corruptive elements.

18 (c) Public confidence and trust can only be maintained by
19 strict regulation of all persons, locations, practices, associations
20 and activities related to the operation of licensed gaming
21 establishments, the manufacture, sale or distribution of gaming
22 devices and associated equipment and the operation of inter-
23 casino linked systems.

24 (d) All establishments where gaming is conducted and
25 where gaming devices are operated, and manufacturers, sellers
26 and distributors of certain gaming devices and equipment, and
27 operators of inter-casino linked systems must therefore be
28 licensed, controlled and assisted to protect the public health,
safety, morals, good order and general welfare of the inhabitants of
the State, to foster the stability and success of gaming and to
preserve the competitive economy and policies of free competition
of the State of Nevada.

20 NRS 463.0129(1)(a)-(d).

21 5. The Commission has full and absolute power and authority to limit, condition, restrict,
22 revoke or suspend any license, or fine any person licensed, for any cause deemed
23 reasonable. See NRS 463.1405(4).

24 6. The BOARD is authorized to observe the conduct of licensees in order to ensure that
25 the gaming operations are not being conducted in an unsuitable manner. See
26 NRS 463.1405(1).

27 7. This continuing obligation is repeated in NGC Regulation 5.040, which provides as
28 follows:

1 A gaming license is a revocable privilege, and no holder
2 thereof shall be deemed to have acquired any vested rights therein
3 or thereunder. The burden of proving his qualifications to hold any
4 license rests at all times on the licensee. The board is charged by
5 law with the duty of observing the conduct of all licensees to the
6 end that licenses shall not be held by unqualified or disqualified
7 persons or unsuitable persons or persons whose operations are
8 conducted in an unsuitable manner.

6 Nev. Gaming Comm'n Reg. 5.040.

7 8. Nevada Gaming Commission Regulation 5.010 provides as follows:

8 1. It is the policy of the commission and the board to
9 require that all establishments wherein gaming is conducted in this
10 state be operated in a manner suitable to protect the public health,
11 safety, morals, good order and general welfare of the inhabitants of
12 the State of Nevada.

13 2. Responsibility for the employment and maintenance of
14 suitable methods of operation rests with the licensee, and willful or
15 persistent use or toleration of methods of operation deemed
16 unsuitable will constitute grounds for license revocation or other
17 disciplinary action.

14 Nev. Gaming Comm'n Reg. 5.010.

15 9. Nevada Gaming Commission Regulation 5.011 states, in relevant part, as follows:

16 The board and the commission deem any activity on the
17 part of any licensee, his agents or employees, that is inimical to the
18 public health, safety, morals, good order and general welfare of the
19 people of the State of Nevada, or that would reflect or tend to
20 reflect discredit upon the State of Nevada or the gaming industry,
21 to be an unsuitable method of operation and shall be grounds for
22 disciplinary action by the board and the commission in accordance
23 with the Nevada Gaming Control Act and the regulations of the
24 board and the commission. Without limiting the generality of the
25 foregoing, the following acts or omissions may be determined to be
26 unsuitable methods of operation:

27 1. Failure to exercise discretion and sound judgment to
28 prevent incidents which might reflect on the repute of the State of
Nevada and act as a detriment to the development of the industry.

....

25 8. Failure to comply with or make provision for compliance
26 with all federal, state and local laws and regulations pertaining to
27 the operations of a licensed establishment including, without
28 limiting the generality of the foregoing, payment of license fees,
withholding any payroll taxes, liquor and entertainment taxes and
antitrust and monopoly statutes.

The Nevada gaming commission in the exercise of its sound
discretion can make its own determination of whether or not the

1 licensee has failed to comply with the aforementioned, but any
2 such determination shall make use of the established precedents
3 in interpreting the language of the applicable statutes. Nothing in
4 this section shall be deemed to affect any right to judicial review.

4 Nev. Gaming Comm'n Reg. 5.011, 5.011(1), and (8).

5 10. Nevada Gaming Commission Regulation 5.030 provides as follows:

6 **Violation of any provision of the Nevada Gaming**
7 **Control Act or of these regulations by a licensee, his agent or**
8 **employee shall be deemed contrary to the public health, safety,**
9 **morals, good order and general welfare of the inhabitants of the**
10 **State of Nevada and grounds for suspension or revocation of a**
11 **license. Acceptance of a state gaming license or renewal thereof**
12 **by a licensee constitutes an agreement on the part of the licensee**
13 **to be bound by all of the regulations of the commission as the**
14 **same now are or may hereafter be amended or promulgated. It is**
15 **the responsibility of the licensee to keep himself informed of**
16 **the content of all such regulations, and ignorance thereof will**
17 **not excuse violations.**

13 Nev. Gaming Comm'n Reg. 5.030 (emphasis added).

14 11. Nevada Revised Statutes 463.310 states in relevant part as follows:

15 1. The Board shall make appropriate investigations:

16 (a) To determine whether there has been any violation of
17 this chapter or chapter 462, 464, 465 or 466 of NRS or any
18 regulations adopted thereunder.

19 (b) To determine any facts, conditions, practices or matters
20 which it may deem necessary or proper to aid in the enforcement
21 of any such law or regulation.

22

23 2. If, after any investigation the Board is satisfied that

24 (a) A license, registration, finding of suitability, preliminary
25 finding of suitability, pari-mutuel license or prior approval by the
26 Commission of any transaction for which the approval was
27 required or permitted under the provisions of this chapter or
28 chapter 462, 464 or 466 of NRS should be limited, conditioned,
suspended or revoked; or

(b) A person or entity which is licensed, registered, found
suitable pursuant to this chapter or chapter 464 of NRS or which
previously obtained approval for any act or transaction for which
Commission approval was required or permitted under the
provisions of this chapter or chapter 464 of NRS should be fined,
the Board shall initiate a hearing before the Commission by filing
a complaint with the Commission in accordance with NRS 463.312
and transmit therewith a summary of evidence in its possession

.....

1 bearing on the matter and the transcript of testimony at any
2 investigative hearing conducted by or on behalf of the Board.

3 NRS 463.310(1)(a) and (b), and (2).

4 12. In response to a Complaint brought by the Board, NRS 463.310(4) provides in relevant
5 part that the Commission may:

6 (a) Limit, condition, suspend or revoke the license of any
7 licensed gaming establishment or the individual license of any
licensee without affecting the license of the establishment;

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9 (d) Fine each person or entity or both, which is licensed,
10 registered, found suitable . . . pursuant to this chapter or chapter
464 of NRS . . . :

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12 (2) . . . not more than \$100,000 for each separate
13 violation of the provisions of this chapter or chapter 464 or 465 of
14 NRS or of the regulations of the Commission which is the subject
15 of an initial complaint and not more than \$250,000 for each
separate violation of the provisions of this chapter or chapter 464
or 465 of NRS or of the regulations of the Commission which is the
subject of any subsequent complaint.

16 NRS 463.310(4)(a) and (d)(2).

17 13. The licensing requirements to offer gaming and to lawfully receive proceeds from the
18 conducting of gaming is set forth under NRS 463.160(1)(a) and (b) as follows:

19 1. Except as otherwise provided in subsection 4 and NRS
20 463.172, it is unlawful for any person, either as owner, lessee or
employee, whether for hire or not, either solely or in conjunction
21 with others:

22 (a) To deal, operate, carry on, conduct, maintain or expose
23 for play in the State of Nevada any gambling game, gaming
device, inter-casino linked system, mobile gaming system, slot
machine, race book or sports pool;

24

25 (d) To receive, directly or indirectly, any compensation or
26 reward or any percentage or share of the money or property
played, for keeping, running or carrying on any gambling game,
slot machine, gaming device, mobile gaming system, race book or
27 sports pool;

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1 ↳ without having first procured, and thereafter maintaining in
2 effect, all federal, state, county and municipal gaming licenses as
3 required by statute, regulation or ordinance or by the governing
4 board of any unincorporated town.

4 NRS 463.160(1)(a) and (b).

5 14. A "restricted license" and "restricted operation" is defined under NRS 463.0189 as
6 follows:

7 "Restricted license" or "restricted operation" means a state
8 gaming license for, or an operation consisting of, not more than 15
9 slot machines and no other game or gaming device, race book or
10 sports pool at an establishment in which the operation of slot
11 machines is incidental to the primary business of the
12 establishment.

11 NRS 463.0189.

12 15. The person to whom a restricted license can be issued is set forth under
13 NRS 463.161(1) as follows:

14 1. A license to operate 15 or fewer slot machines at an
15 establishment in which the operation of slot machines is incidental
16 to the primary business conducted at the establishment may only
17 be granted to the operator of the primary business or to a
18 licensed operator of a slot machine route.

17 NRS 463.161(1) (emphasis added).

18 16. The phrase "licensed gaming establishment" is defined under NRS 463.0169 as
19 follows:

20 "Licensed gaming establishment" means any premises
21 licensed pursuant to the provisions of this chapter wherein or
22 whereon gaming is done.

22 NRS 463.0169.

23 17. The term "gaming" includes, but is not limited to, the offering of slot machines for play.
24 See NRS 463.0152 and NRS 463.0153.

25 **BACKGROUND**

26 18. This Complaint addresses multiple violations by the RESPONDANTS of the Nevada
27 Gaming Control Act and the Regulations adopted thereunder relating to the sale, leaseback
28 and subsequent management of the twelve properties named herein.

1 19. At all times relevant to this Complaint, each of the Respondents exposed slot
2 machines for play by the general public at their respective locations named herein.

3 **A. SALE OF THE TWELVE LOCATIONS.**

4 20. On or about June 8, 2015, Respondent REBEL OIL entered in to an "Asset Purchase
5 and Sale Agreement" ("APS Agreement") with a third party purchaser ("TP Purchaser").

6 21. Under the APS Agreement, TP Purchaser agreed to pay REBEL OIL a certain amount
7 of money to purchase multiple businesses owned by REBEL OIL, including the twelve
8 businesses named in this Complaint.

9 22. In accordance with the APS Agreement, the TP Purchaser acquired the following:

10 a. The fee simple interest in the purchased premises, including all building and
11 improvements;

12 b. The leasehold interest in the purchased premises;

13 c. Right and title to trade names and logos; and

14 d. All leases and other agreements.

15 23. The APS Agreement did not include the purchase of gaming assets.

16 24. The funds under the APS Agreement and title to the respective properties were
17 transferred between TP Purchaser and REBEL OIL on or about December 18, 2015.

18 **B. THE LEASEBACK AGREEMENT.**

19 25. On or about December 18, 2015, a Leaseback Agreement ("LB Agreement") was
20 entered into between REBEL OIL and the third party landlord ("TP Landlord"), an affiliate of
21 TP Purchaser, to leaseback the twelve locations named in this Complaint.

22 26. Under the LB Agreement, the Respondents were to remain the operators of the
23 primary business at each of their respective locations.

24 27. It was necessary for the Respondents to remain the operators of the primary
25 businesses in order to allow them to continue to lawfully operate the slot machines at their
26 respective locations under the existing restricted gaming licenses after the sale of the
27 locations to TP Purchaser.

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1 28. Under the LB Agreement, REBEL OIL agreed to pay TP Landlord rent in the amount
2 of \$1.00 per month.

3 29. The LB Agreement became effective on the date of the transfer of title of the locations
4 to TP Purchaser, which was on or about December 18, 2015.

5 **C. THE MANAGEMENT AGREEMENT.**

6 30. On or about December 18, 2015, the same date REBEL OIL entered into the LB
7 Agreement with the TP Landlord, REBEL OIL entered into a Management Agreement
8 ("M Agreement") with a third party manager ("TP Manager"), an affiliate of TP Purchaser.

9 31. Under the M Agreement, TP Manager agreed to manage the twelve locations named
10 in this Complaint.

11 32. Under the M Agreement, TP Manager, or, in some cases, its affiliate, had the following
12 duties, among others, at each of the twelve locations:

- 13 a. Supervise the operations, with responsibility for the management and direction;
- 14 b. Responsible for the selecting and employing employees;
- 15 c. Supervise, procure inventory subject to the approved budget;
- 16 d. Maintain expenses;
- 17 e. Pay all contracts and leases;
- 18 f. Prepare marketing programs;
- 19 g. Pay all taxes and utilities; and
- 20 h. Take all actions necessary to operate within the approved operating budget.

21 33. The M Agreement did not include the management of the gaming operations at each
22 of the twelve locations. That responsibility remained with REBEL OIL.

23 34. In exchange for managing the twelve locations, the M Agreement called for
24 TP Manager to receive a management fee from REBEL OIL equal to 100% of the amount of
25 net non-gaming receipts at the twelve locations.

26 35. The M Agreement did not include net receipts from the gaming operations at each
27 location. Those proceeds were retained by REBEL OIL.

28

1 36. Upon the effective date of the M Agreement, TP Manager became the operator of the
2 primary businesses at each location.

3 37. Despite no longer being the operator of each of the primary businesses at issue, each
4 of the Respondents continued to operate the slot machines at their respective locations.

5 38. At no time relevant to this Complaint did TP Manager possess a restricted gaming
6 license to offer gaming at any one of the twelve locations named herein.

7 39. At no time relevant to this Complaint did any of the Respondents possess a slot route
8 operator's license allowing them to place and operate slot machines on the premises of any of
9 the twelve locations named herein.

10 **D. CORRESPONDENCE WITH THE BOARD REGARDING TRANSACTION.**

11 40. On or about December 15, 2015, the attorney for the Respondents provided the Board
12 with a copy of the LB Agreement and M Agreement.

13 41. On or about December 22, 2015, after reviewing and evaluating the LB Agreement
14 and M Agreement ("Operation Agreements"), the BOARD informed the attorney for the
15 Respondents, in writing, that under the Operation Agreements the Respondents could not
16 continue to operate gaming at their respective locations unless TP Manager filed an
17 application as REBEL OIL's key employee.

18 42. REBEL OIL did not file a key employee application for TP Manager upon being notified
19 by the BOARD to do so, nor did any of the Respondents cease to operate gaming at their
20 respective locations.

21 **E. MARCH 3, 2016 BOARD HEARING REGARDING REBEL SLOTS.**

22 43. At its March 3, 2016 meeting, the BOARD considered whether to recommend the
23 approval of the application of Rebel Slots, a licensed slot route operator and wholly owned
24 subsidiary of REBEL OIL, to place and operate slot machines at the twelve locations named in
25 this Complaint.

26 44. At the above referenced BOARD meeting, the Respondents agreed to shut down all of
27 its machines at the twelve locations and leave them off until such time as REBEL OIL filed a
28 key employee application for TP Manager and/or TP Purchaser.

1 45. During the meeting, the Attorney for the Respondents acknowledged the Respondents
2 were required to remain the operators of the primary businesses in order to continue to
3 operate slot machines at their respective locations. (See Transcript of Gaming Control Board
4 Meeting for March 3, 2016, p. 12, Ins. 13-15.)

5 46. The Attorney for the Respondents further conceded that the BOARD had informed him
6 on December 22, 2015 of its conclusion that, under the M Agreement, TP Manager was the
7 operator of the primary businesses at the applicable locations, not the Respondents. (See
8 Transcript of Gaming Control Board Meeting for March 3, 2016, p. 15, Ins. 6-11.)

9 **F. POST MARCH 3, 2016 BOARD MEETING EVENTS.**

10 47. Following the BOARD meeting, on or about March 3, 2016, the BOARD received
11 written notice from the Respondents' attorney that REBEL OIL had temporarily shut down all
12 of the slot machines at the twelve locations, pursuant to the discussions held during the
13 March 3, 2016 BOARD meeting.

14 48. On or about March 4, 2016, REBEL OIL filed a key employee application with the
15 BOARD for TP Manager and/or TP Purchaser.

16 49. On or about March 4, 2016, the BOARD received written notice from the Respondents'
17 attorney notifying the BOARD that each of them had resumed gaming operations at their
18 respective locations after the submission of the above referenced key employee application.

19 50. On March 17, 2016, the Commission granted Rebel Slots the necessary licenses to
20 place and operate slot machines at the twelve locations.

21 51. Upon the above approval by the Commission, the Respondents ceased conducting
22 gaming at the twelve locations under their respective restricted gaming licenses.

23 **G. REBEL OIL'S PROFIT DURING RELEVANT PERIOD.**

24 52. As stated previously, the BOARD notified the Respondents, after reviewing the
25 M Agreement, that they were no longer the operators of the primary businesses at issue, and
26 therefore, unless and until REBEL OIL submitted a key employee application for TP Manager,
27 they could not lawfully operate slot machines at their respective locations.

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1 53. As further stated previously, rather than following the BOARD's recommendation or, in
2 the alternative, cease gaming operations at the twelve locations, the Respondents chose to
3 continue their respective gaming operations.

4 54. It was not until March 3, 2016, following the previously discussed BOARD Meeting,
5 that the Respondents ceased gaming operations at the twelve locations.

6 55. During the time period from December 22, 2015 through March 3, 2016, REBEL OIL
7 received net revenue from the slot operations at the twelve locations in the amount of
8 \$416,158.85.

9 56. During the same time period, REBEL OIL paid the TP Manager and/or TP Purchaser
10 an allocated amount of \$ 281,285.61 to place its machines at the 12 locations.¹

11 **COUNT I**
12 **VIOLATION OF NRS 463.160 AND/OR 463.161 AND/OR**
13 **NGC REGULATIONS 5.011, 5.011(1), AND/OR 5.011(8)**
14 **CONTINUATION OF RESTRICTED GAMING OPERATIONS AFTER CEASING TO BE**
15 **OPERATOR OF PRIMARY BUSINESS**

16 57. Complainant BOARD realleges and incorporates by reference as though set forth in
17 full herein paragraphs 1 through 55 above.

18 58. During the period beginning December 18, 2015 and running through March 3, 2016,
19 none of the Respondents were the operator of the primary business at their respective
20 locations.

21 59. Because they were not the operator of the primary business at their respective
22 locations, none of the Respondents could lawfully operate gaming during the above
23 referenced time period under the restricted gaming licenses that had been issued to them by
24 the Commission.

25 60. Despite not lawfully being able to do so, each Respondent operated gaming at its
26 respective location during the above stated time period.

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28 ¹ REBEL OIL paid a flat monthly lease payment to TP Manager and/or TP Purchaser for all of TP
Purchaser's locations at which it and Rebel Slots had placed slot machines, including the 12 locations at issue in
this Complaint. REBEL OIL was required to pay this flat fee regardless of whether gaming devices were actually
placed at the locations. Dividing the total lease payments for the applicable time period by the number of total
locations and multiplied by the 12 locations at issue, the allocated lease payment amount comes to \$281,285.61.

1 61. By operating gaming at each of their respective locations during the above stated time
2 period, each of the Respondents individually violated NRS 463.160, NRS 463.161, and/or
3 NGC Regulations 5.011, 5.011(1), and/or NGC Regulation 5.011(8).

4 62. The above described violations constitute an unsuitable method of operation and
5 provide grounds for disciplinary action against Respondents. See NRS 463.170(8) and
6 Nev. Gaming Comm'n Regs. 5.010(2), 5.011 and 5.030.

7 63. For purposes of NRS 463.310(4)(d)(2), the operation of gaming by each individual
8 Respondent described in this Complaint during the period at issue constitutes a separate
9 violation.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, based upon the allegations contained herein, which constitute
12 reasonable cause for disciplinary action against Respondents, pursuant to NRS 463.310, and
13 NGC Regulations 5.010, 5.011 and 5.030 the BOARD prays for the relief set forth as follows:

14 1. That the Commission serve a copy of this Complaint on the Respondents pursuant to
15 Nevada Revised Statute 463.312(2);

16 2. That the Commission fine each of the Respondents a monetary sum pursuant to the
17 parameters defined at Nevada Revised Statute 463.310(4) for each separate violation of the
18 provisions of the Nevada Gaming Control Act or the Regulations of the Nevada Gaming
19 Commission;

20 3. That the Commission take action against the Respondents licenses pursuant to the
21 parameters defined at Nevada Revised Statute 463.310(4); and

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1 4. For such other and further relief as the Nevada Gaming Commission may deem just
2 and proper.

3 DATED this 23RD day of August, 2016.

4 NEVADA GAMING CONTROL BOARD

5 
6 _____
A.G. BURNETT, Chairman

7 
8 _____
SHAWN R. REID, Member

9 
10 _____
TERRY JOHNSON, Member

11 Submitted by:

12 ADAM PAUL LAXALT
13 Attorney General

14 By: 

15 _____
EDWARD L. MAGAW
16 Deputy Attorney General
Gaming Division
(702) 486-3224