



DISPOSITION OCTOBER 2025 AGENDA

NEVADA GAMING COMMISSION
Nevada Legislature Hearing Rooms
7120 Amigo Street, Room 3
Las Vegas, NV 89119

October 23, 2025

Members Present:

Hon. Jennifer Togliatti (Ret.), Chair
Rosa Solis-Rainey, Member
Hon. Brian Krolicki (Ret.), Member
George M. Markantonis, Member
Justice Abbi Silver (Ret.), Member

MEETING AGENDA

10:00 A.M.

- I. **PUBLIC COMMENTS:** This public comment agenda item is provided in accordance with NRS 241.020(3)(d)(3), which requires an agenda to provide for a period devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Comments by the public may be limited to three minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint.

**Comments made regarding NR #1, William Hornbuckle. Refer to Public Comments Attachment 1.
Comments taken from members of the Culinary and Bartenders Unions regarding Station Casinos. Refer to Public Comments Attachment 2 and Public Comments Attachment 3.**

II. **APPROVAL OF PRIOR MONTH NGC DISPOSITION**

FOR POSSIBLE ACTION: Pursuant to NRS 241.035, approval of Nevada Gaming Commission Disposition for September 2025.

Approved.

III. **NONRESTRICTED AGENDA ITEMS**

FOR POSSIBLE ACTION: Consideration of Nonrestricted Items listed in the following pages.

Action taken as reflected on the following material.

IV. **RESTRICTED AGENDA ITEMS**

FOR POSSIBLE ACTION: Consideration of Restricted Items listed in the following pages.

Action taken as reflected on the following material.

V. **NEW GAME(S)**

FOR POSSIBLE ACTION: Consideration of New Game Items listed in the following pages.

Action taken as reflected on the following material

VI. **GAMING EMPLOYEE REGISTRATION APPEALS, PURSUANT TO NRS 463.335(13)**

FOR POSSIBLE ACTION: Consideration regarding appeal of:

1. Antoinette Lewis, Case No. 24LV01149 – **No action taken, removed from agenda.**

VII. GAMING EMPLOYEE REQUEST(S) FOR RECONSIDERATION, PURSUANT TO NGC REGULATION 5.109

FOR POSSIBLE ACTION: Consideration regarding request for reconsideration of:

1. Elizabeth Blue, Case No. 21LV10155 – **Objection sustained.**

VIII. INFORMATIONAL ITEM ONLY: Nevada Gaming Control Board and Nevada Gaming Commission Schedule of 2026 Meetings.

IX. OTHER:

Administrative Reports

- Board Chair – Update on November Agenda.
- Commission Chair – No report.
- Attorney General – No report

X. PUBLIC COMMENTS: This public comment agenda item is provided in accordance with NRS 241.020(3)(d)(3), which requires an agenda to provide for a period devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Comments by the public may be limited to three minutes as a reasonable time, place and manner restriction, but may not be limited based upon viewpoint.

No comments.

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888 US Services Inc.....	NR #7	JETT Gaming LLC	NR #5
Ainsworth Game Technology Limited (PTC).....	NR #11	KMAM & GK, LLC	R #7
Ainsworth Game Technology, Inc.	NR #11		
Aleman Gaming Trust, The	R #1	Lexie's Bistro.....	R #3
Apache Joe's.....	R #2	Lexie's Bistro On Raiders Way, LLC	R #3
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Axum Hospitality Management Company, LLC	R #3		
Baja Taverns LLC	R #8	Maroke, Amarjeet Singh	R #7
Balaban, Christopher Neil	NR #9	Maroke, Param	R #7
Bellagio, LLC	NR #1	MGM CC, LLC	NR #1
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Corrigan, Adam Bothwell	R #5		
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		PHWLTV, LLC.....	NR #3
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		Rustic House.....	R #5
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		Vino's Pizza	R #16
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Wedge, Daniel Kenneth	R #5	Woodhouse, Laurence Daniel	NR #8
Winner's Gaming, Inc.	R #16		

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FOR POSSIBLE ACTION:

01-10-25 N23-0221 Re: 33220-01
MIRAGE RESORTS, LLC
6770 EDMOND ST 3RD FL
LAS VEGAS, NV 89118

and

33196-01
MGM CC, LLC
6770 EDMOND ST 3RD FL
LAS VEGAS, NV 89118

WILLIAM JOSEPH HORNBUCKLE, IV
President

APPLICATIONS FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

Re: 30820-01
PROJECT CC, LLC
6770 EDMOND ST 3RD FL
LAS VEGAS, NV 89118

WILLIAM JOSEPH HORNBUCKLE, IV
President/Manager

**APPLICATION FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE AND
MANAGER**

Re: 30817-01
ARIA RESORT & CASINO, LLC
3730 LAS VEGAS BLVD S
LAS VEGAS, NV 89158

WILLIAM JOSEPH HORNBUCKLE, IV
Manager

APPLICATION FOR FINDING OF SUITABILITY AS A MANAGER

Re: 30821-01
CITYCENTER HOLDINGS, LLC
6770 EDMOND ST 3RD FL
LAS VEGAS, NV 89118

WILLIAM JOSEPH HORNBUCKLE, IV
Director

APPLICATION FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

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Re: 26394-01
BELLAGIO, LLC
3600 LAS VEGAS BLVD S
LAS VEGAS, NV 89109

WILLIAM JOSEPH HORNBUCKLE, IV
Manager

APPLICATION FOR LICENSURE AS A MANAGER

Re: 34823-01
BETMGM, LLC
6770 EDMOND ST 3RD FL
LAS VEGAS, NV 89118

WILLIAM JOSEPH HORNBUCKLE, IV
Member of the Board of Members' Representatives

APPLICATION FOR LICENSURE AS A KEY EXECUTIVE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: CONTINUED TO NOVEMBER 2025 NGC MEETING.

FOR POSSIBLE ACTION:

02-10-25 N24-0152 Re: 35538-01
FLUTTER ENTERTAINMENT PLC (PTC)
BELFIELD OFFICE PARK
BEECH HILL RD
CLONSKEAGH DUBLIN 4 D04 V972
IRELAND

JOHN ANTHONY BRYANT
Director/Chairman of the Board

APPLICATION FOR FINDING OF SUITABILITY AS A DIRECTOR

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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FOR POSSIBLE ACTION:

03-10-25 N25-0177 Re: 30370-01
N25-0189 PARIS LAS VEGAS OPERATING COMPANY, LLC
 (dba Paris Las Vegas)
 3655 LAS VEGAS BLVD S
 LAS VEGAS, NV 89109

and

32365-01
PHWLTV, LLC
(dba Planet Hollywood Resort & Casino)
3667 LAS VEGAS BLVD S
LAS VEGAS, NV 89109

and

32702-01
PARBALL NEWCO, LLC
(dba Horseshoe Las Vegas)
3645 LAS VEGAS BLVD S
LAS VEGAS, NV 89109

KENNETH JOSEPH OSTEMPOWSKI
Senior Vice President/General Manager

APPLICATIONS FOR LICENSURE AS A KEY EXECUTIVE AND KEY EMPLOYEE

Re: 32352-01
CIRCUS AND ELDORADO JOINT VENTURE, LLC
(dba Silver Legacy Resort Casino/Eldorado Hotel Casino/Circus Circus Reno)
407 N VIRGINIA ST
RENO, NV 89501

MARK WAYNE HUSE
Senior Vice President/General Manager

APPLICATION FOR LICENSURE AS A KEY EXECUTIVE AND KEY EMPLOYEE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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FOR POSSIBLE ACTION:

04-10-25 N25-0384 Re: 18809-01
NEVADA RESTAURANT SERVICES, INC.
3465 LOSEE RD
NORTH LAS VEGAS, NV 89030

TAMI LOREENE SMITH
General Manager

APPLICATION FOR LICENSURE AS A KEY EMPLOYEE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

FOR POSSIBLE ACTION:

05-10-25 N25-0391 Re: 31072-01
36975-01
JETT GAMING LLC, dba
TERRIBLE'S GAMING, db at
TERRIBLE'S CASINO
3555 W WINNEMUCCA BLVD STE 200
WINNEMUCCA, NV 89445

**APPLICATION FOR A NONRESTRICTED GAMING LICENSE
(SLOT MACHINES ONLY)**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE LOCATION IS LIMITED TO THE OPERATION OF SLOT MACHINES ONLY.**
- 2) A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THE POSTION.**
- 3) THE SURVEILLANCE SYSTEM MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT HAS BEEN APPROVED.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

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FOR POSSIBLE ACTION:

06-10-25 N25-0444 Re: 14180-01
36987-01
GOLDEN ROUTE OPERATIONS LLC, dba
GOLDEN ROUTE OPERATIONS, db at
LUCKY'S CASINO
3200 OPAL AVE STE 120
SILVER SPRINGS, NV 89429

**APPLICATION FOR A NONRESTRICTED GAMING LICENSE
(SLOT MACHINES ONLY)**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE LOCATION IS LIMITED TO THE OPERATION OF SLOT MACHINES ONLY.**
- 2) A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THE POSITION.**
- 3) PRIOR TO COMMENCEMENT OF GAMING OPERATIONS, THE SURVEILLANCE SYSTEM MUST BE INSPECTED AND APPROVED BY THE GAMING CONTROL BOARD ENFORCEMENT DIVISION AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT HAS BEEN APPROVED.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

FOR POSSIBLE ACTION:

07-10-25 N25-0081 Re: 31716-01
EVOKE PLC (PTC)
601-701 EUROPORT
GIBRALTAR GX11-1AA

OFER SILONI
Director of Engineering

APPLICATION FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

Re: 32820-01
888 US SERVICES INC.
1313 N MARKET ST STE 5100
WILMINGTON, DE 19801

and

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31717-01
888 US LIMITED
601-701 EUROPORT
GIBRALTAR GX11-1AA

OFER SILONI
Chief Technology Officer

APPLICATIONS FOR LICENSURE AS A KEY EMPLOYEE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

FOR POSSIBLE ACTION:

08-10-25 N25-0164 Re: 35687-01
NEOGAMES SOLUTIONS LLC
20 CABOT BLVD STE 300
MANSFIELD, MA 02048

LAURENCE DANIEL WOODHOUSE
Chief Financial Officer, Aristocrat Interactive

APPLICATION FOR LICENSURE AS A KEY EXECUTIVE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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FOR POSSIBLE ACTION:

09-10-25 N24-0030 Re: 36130-01
 N25-0004 DREAMSCAPE COMPANIES INC.
 N25-0078 595 MADISON AVE 36TH FL
 N25-0240 NEW YORK, NY 10022

JOHN ROBERT EDER
President/Chief Financial Officer

APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER

Re: 35249-01
DREAMSCAPE FLAMINGO ROAD MANAGEMENT LLC
(dba Rio Hotel & Casino)
3700 W FLAMINGO RD
LAS VEGAS, NV 89103

PATRICK STEVEN MILLER
President/Chief Executive Officer

CHRISTOPHER NEIL BALABAN
Chief Financial Officer

APPLICATIONS FOR LICENSURE AS A KEY EXECUTIVE

GCB RECOMMENDS:

APPROVAL, LICENSE FOR JOHN ROBERT EDER IS LIMITED TO EXPIRE AT MIDNIGHT OF THE OCTOBER 2027 NGC MEETING ON THE DAY THE ITEM IS HEARD.

NGC DISPOSITION:

APPROVED, LICENSES OF PATRICK STEVEN MILLER AND CHRISTOPHER NEIL BALABAN FOR LICENSURE AS A KEY EXECUTIVE.

DENIED, APPLICATION OF JOHN ROBERT EDER FOR FINDING OF SUITABILITY AS AN OFFICER.
(SOLIS-RAINEY AND KROLICKI VOTED NO)

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FOR POSSIBLE ACTION:

10-10-25 N24-0371 Re: 36261-01
00811-16
ECL WATER STREET LLC, dba
EMERALD ISLAND CASINO
120 MARKET ST
HENDERSON, NV 89015

and

36261-01
01846-08
ECL WATER STREET LLC, dba
RAINBOW CLUB CASINO
122 S WATER ST
HENDERSON, NV 89015

TIMOTHY JOHN BROOKS
General Manager

APPLICATIONS FOR LICENSURE AS A KEY EMPLOYEE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

11-10-25 REFERRED BACK TO STAFF.

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FOR POSSIBLE ACTION:

12-10-25 N25-0326 Re: 31242-01
R24-0433 VITALE GAMING TRUST
R25-0460 2088 COLONIAL DR
 ELKO, NV 89801

JOSEPH HENRY JARVIS
Beneficiary

APPLICATION FOR FINDING OF SUITABILITY AS A BENEFICIARY

Re: 36993-01
36994-01 (SO)
ELKADA SLOTS, LLC, dba
ELKADA SLOTS
2088 COLONIAL DR
ELKO, NV 89801

APPLICATION FOR LICENSURE AS AN OPERATOR OF A SLOT MACHINE ROUTE

JOSEPH HENRY JARVIS
Member/Manager

APPLICATION FOR LICENSURE AS SOLE MEMBER AND MANAGER

Re: 36994-01
00156-08
4 Machines ELKADA SLOTS, LLC, dba
 ELKADA SLOTS, db at
 CITY CLUB
 717 MAIN ST
 CARLIN, NV 89822

and

36994-01
01004-05
10 Machines ELKADA SLOTS, LLC, dba
 ELKADA SLOTS, db at
 STATE INN/PEACOCK LOUNGE
 915 CHESTNUT ST
 CARLIN, NV 89822

and

36994-01
01585-07
7 Machines ELKADA SLOTS, LLC, dba
 ELKADA SLOTS, db at
 COWBOY SALOON AND CAFE
 443 FRONT ST HWY 233
 MONTELO, NV 89830

and

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4 Machines	36994-01 01810-04 ELKADA SLOTS, LLC, dba ELKADA SLOTS, db at ROY'S MARKET 560 IDAHO ST ELKO, NV 89801 and 36994-01 03118-03 ELKADA SLOTS, LLC, dba ELKADA SLOTS, db at MOUNTAIN CITY MOTEL, RESTAURANT AND BAR 525 DAVIDSON ST MOUNTAIN CITY, NV 89831 and 36994-01 16037-04 ELKADA SLOTS, LLC, dba ELKADA SLOTS, db at EXPRESS MART, LLC 1790 IDAHO ST ELKO, NV 89801 and 36994-01 28978-03 ELKADA SLOTS, LLC, dba ELKADA SLOTS, db at CONOCO FOODMART 1711 BUTTE ST WEST WENDOVER, NV 89883
10 Machines	
3 Machines	
6 Machines	

APPLICATIONS FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

FOR ELKADA SLOTS, LLC, DBA ELKADA SLOTS:

- 1) ELKADA SLOTS, LLC, DBA ELKADA SLOTS MUST NOTIFY THE NEVADA GAMING CONTROL BOARD OF ANY NEW CONTRACTS OR CHANGES TO ANY EXISTING CONTRACTS WITH NEVADA GAMING LICENSEES WITHIN 30 DAYS OF EXECUTION OF ANY NEW OR AMENDED CONTRACTS.**

FOR ELKADA SLOTS, LLC, DBA ELKADA SLOTS, DB AT CITY CLUB:

- 1) A SIGN OF APPROPRIATE SIZE, WHICH HAS BEEN ADMINISTRATIVELY APPROVED BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE, MUST BE AT THE ENTRANCE TO THE LOCATION INDICATING THAT THE SLOT MACHINES ARE AVAILABLE TO THE PUBLIC TO PLAY AND THAT PATRONS ARE NOT REQUIRED TO PAY A COVER CHARGE TO ENGAGE IN GAMING.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

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FOR POSSIBLE ACTION:

01-10-25 R26-0060 Re: 29433-01
RAISING THE KILT, LLC
(dba Aces Bar & Grill)
7272 S EL CAPITAN WAY
LAS VEGAS, NV 89148

HARLEY BRADLEY NELSON 33.33%
(Transferor)

THE ALEMAN GAMING TRUST 33.33%
(Transferee)

APPLICATION FOR A TRANSFER OF INTEREST

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

FOR POSSIBLE ACTION:

02-10-25 R25-0190 Re: 36312-01
29119-03
15 Machines DBH ENTERPRISE, LLC, dba
APACHE JOE'S
5040 BROADBENT BLVD
LAS VEGAS, NV 89122

DYLAN BASIL HAMIKA 100%
Member/Manager

APPLICATION FOR A RESTRICTED GAMING LICENSE

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) IF AN EQUITY OWNER IS NO LONGER FUNCTIONING AS A KEY EMPLOYEE FOR THIS LOCATION, A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

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FOR POSSIBLE ACTION:

03-10-25 R25-0216 Re: 36884-01
36281-02
15 Machines LEXIE'S BISTRO ON RAIDERS WAY, LLC, dba
LEXIE'S BISTRO
3610 SUNRIDGE HEIGHTS PKWY
HENDERSON, NV 89074

AXUM HOSPITALITY MANAGEMENT COMPANY, LLC 100%
Member

WINNIE SCHULMAN GAMING TRUST 100%
Member

WINNIE ALEMSEGED SCHULMAN
Trustee/Beneficiary

WINNIE ALEMSEGED SCHULMAN
Manager

WINNIE ALEMSEGED SCHULMAN
Manager

**APPLICATION FOR REGISTRATION OF AXUM HOSPITALITY MANAGEMENT
COMPANY, LLC, AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR REGISTRATION OF WINNIE SCHULMAN GAMING TRUST AS A
HOLDING COMPANY AND FOR FINDING OF SUITABILITY OF WINNIE ALEMSEGED
SCHULMAN AS A TRUSTEE AND BENEFICIARY**

APPLICATION FOR LICENSURE AS A MEMBER OR MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) A SIGN OF APPROPRIATE SIZE, WHICH HAS BEEN ADMINISTRATIVELY APPROVED BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE, MUST BE AT THE ENTRANCE TO THE LOCATION INDICATING THAT THE SLOT MACHINES ARE AVAILABLE TO THE PUBLIC TO PLAY AND THAT PATRONS ARE NOT REQUIRED TO PAY A COVER CHARGE TO ENGAGE IN GAMING.**

NGC DISPOSITION: REMOVED FROM AGENDA.

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FOR POSSIBLE ACTION:

04-10-25 R24-0400 Re: 36672-01
36673-01
12 Machines EDWARDS EQUITY HOLDINGS INC., dba
THE BRASS TAP
1171 STEAMBOAT PKWY STE 120
RENO, NV 89521

BRIAN PAUL EDWARDS 21.57%
Director/President/Shareholder 4,133.144831 Shares

JULIE ILENE EDWARDS 20.00%
Secretary/Treasurer/Shareholder 3,831.942521 Shares

EDWARDS EQUITY HOLDINGS INC. RETIREMENT PLAN 58.43%
Shareholder 11,194.625250 Shares

For the benefit of:
BRIAN PAUL EDWARDS
Trustee/Beneficiary

JULIE ILENE EDWARDS
Trustee/Beneficiary

APPLICATION FOR A RESTRICTED GAMING LICENSE

**APPLICATIONS FOR LICENSURE AS AN OFFICER, DIRECTOR, AND/OR
SHAREHOLDER**

**APPLICATIONS FOR REGISTRATION OF EDWARDS EQUITY HOLDINGS INC.
RETIREMENT PLAN, AS A HOLDING COMPANY, AND FOR FINDING OF
SUITABILITY OF BRIAN PAUL EDWARDS AND JULIE ILENE EDWARDS AS
TRUSTEES AND BENEFICIARIES**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) A SIGN OF APPROPRIATE SIZE, WHICH HAS BEEN ADMINISTRATIVELY APPROVED BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE, MUST BE AT THE ENTRANCE TO THE LOCATION INDICATING THAT THE SLOT MACHINES ARE AVAILABLE TO THE PUBLIC TO PLAY AND THAT PATRONS ARE NOT REQUIRED TO PAY A COVER CHARGE TO ENGAGE IN GAMING.
- 2) A RESTRICTED GAMING LICENSE SHALL NOT BE ISSUED UNTIL THE PROPOSED CONSTRUCTION HAS BEEN COMPLETED, AND THE LOCATION HAS AT LEAST 2,500 SQUARE FEET OF INDOOR SPACE WHICH IS OPEN AND AVAILABLE FOR USE BY PATRONS. PHOTOS OF THE COMPLETED CONSTRUCTION MUST BE SUBMITTED TO THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE FOR ADMINSTRATIVE APPROVAL.
- 3) EDWARDS EQUITY HOLDINGS INC. RETIREMENT PLAN MUST COMPLY WITH NGC REGULATION 15 AS IT RELATES TO THE COMPLIANCE AND LICENSING REQUIREMENTS GOVERNING HOLDING COMPANIES.

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- 4) AT LEAST 30 DAYS PRIOR TO THE IMPLEMENTATION OF ANY CHANGES TO THE EDWARDS EQUITY HOLDINGS INC. RETIREMENT PLAN, DOCUMENTS REFLECTING SAID CHANGES SHALL BE SUBMITTED TO THE NEVADA GAMING CONTROL BOARD FOR REVIEW AND ADMINISTRATIVE APPROVAL BY THE CHAIR OR THE CHAIR'S DESIGNEE.
- 5) WITHIN 30 DAYS AFTER THE PRIOR YEAR'S PLAN ADMINISTRATION HAS BEEN COMPLETED, THE TRUSTEE OR THE COMPANY SHALL PROVIDE A LIST OF THE PARTICIPANTS AND THEIR INTEREST IN THE EDWARDS EQUITY HOLDINGS INC. RETIREMENT PLAN TO THE NEVADA GAMING CONTROL BOARD FOR REVIEW.
- 6) PRIOR ADMINISTRATIVE APPROVAL BY THE CHAIR OR THE CHAIR'S DESIGNEE IS REQUIRED PRIOR TO ANY CHANGE TO THE PERSON OR ENTITY DESIGNATED AS THE EDWARDS EQUITY HOLDINGS INC. RETIREMENT PLAN'S ADMINISTRATOR AND/OR CUSTODIAN.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

FOR POSSIBLE ACTION:

05-10-25	R25-0285	Re: 36913-01 26107-06 RH EASTERN LLC, dba RUSTIC HOUSE 9821 S EASTERN AVE LAS VEGAS, NV 89183 SUBURBAN RESTAURANTS LLC Member ADAM BOTHWELL CORRIGAN Manager APPLICATION FOR A RESTRICTED GAMING LICENSE APPLICATIONS FOR LICENSURE AS A MEMBER OR MANAGER	95%
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GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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FOR BOARD CONSIDERATION ONLY:

Q25-0286 Re: 36913-01
26107-06
RH EASTERN LLC, dba
RUSTIC HOUSE
9821 S EASTERN AVE
LAS VEGAS, NV 89183

DANIEL KENNETH WEDGE
Member

5%

APPLICATION FOR REGISTRATION AS A MINORITY EQUITY INTEREST HOLDER

GCB DISPOSITION: APPROVED.

POSSIBLE ACTION:

06-10-25 R25-0272 Re: 18809-01
36922-01
15 Machines NEVADA RESTAURANT SERVICES, INC., dba
DOTTY'S #229
30 W PACIFIC AVE
HENDERSON, NV 89015

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

**DISPOSITION
RESTRICTED AGENDA
OCTOBER 2025
PAGE 19**

FOR POSSIBLE ACTION:

08-10-25 R25-0229 Re: 29474-01
BAJA TAVERNS LLC
(dba Sagos)
4790 S FORT APACHE RD
LAS VEGAS NV 89147

GERALD CLINTON CUNNINGHAM 11.32%

(Transferor)

BAJA TAVERNS LLC 11.32%
(Transferee)

APPLICATION FOR DISPOSITION OF MEMBERSHIP INTEREST

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

POSSIBLE ACTION:

09-10-25 R25-0108 Re: 04789-01
R25-0142 20519-03
5 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
TOWN SQUARE 8
6085 S RAINBOW BLVD
LAS VEGAS, NV 89118

TOWN SQUARE 8, LLC
Business Operator

APPLICATION FOR A RESTRICTED GAMING LICENSE

**APPLICATION FOR LICENSURE OF TOWN SQUARE 8, LLC, TO RECEIVE A
PERCENTAGE OF GAMING REVENUE FROM UNITED COIN MACHINE CO., DBA
CENTURY GAMING TECHNOLOGIES, DB AT TOWN SQUARE 8**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

**DISPOSITION
RESTRICTED AGENDA
OCTOBER 2025
PAGE 20**

FOR POSSIBLE ACTION:

10-10-25 R25-0337 Re: 14180-01
36951-01
4 Machines GOLDEN ROUTE OPERATIONS LLC, dba
GOLDEN ROUTE OPERATIONS, db at
7-11 STORE #42412
7715 N VIRGINIA ST
RENO, NV 89506

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

FOR POSSIBLE ACTION:

11-10-25 R25-0405 Re: 04789-01
UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES
600 PILOT RD STE E
LAS VEGAS, NV 89119

APPLICATIONS FOR A RESTRICTED GAMING LICENSE

**(REFER TO THE EXHIBIT TO THE OCTOBER 2025 RESTRICTED AGENDA FOR A
LIST OF ACCOUNT NUMBERS AND LOCATIONS AT WHICH THE ABOVE
REFERENCED OPERATOR OF A SLOT MACHINE ROUTE SEEKS LICENSURE)**

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

**DISPOSITION
RESTRICTED AGENDA
OCTOBER 2025
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FOR POSSIBLE ACTION:

12-10-25 R25-0003 Re: 04789-01
36788-01
7 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
FUEL BROS POST
6315 S DECATUR BLVD
LAS VEGAS, NV 89118

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

FOR POSSIBLE ACTION:

13-10-25 R25-0268 Re: 04789-01
21604-07
7 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
FUEL BROS TROPICANA
5893 W TROPICANA AVE
LAS VEGAS, NV 89103

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

NGC DISPOSITION: APPROVED.

DISPOSITION
EXHIBIT TO THE OCTOBER 2025 RESTRICTED AGENDA
RESTRICTED ITEMS # R25-0405, R25-0408 – R25-0417, R25-0419 – R25-0427
UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at
VARIOUS LOCATIONS
PAGE 24

1.	R25-0405	3 MACHINES	00833-11 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at A N Q LIQUOR AND FOOD MARKET 128 VICTORIAN AVE SPARKS, NV 89431	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
2.	R25-0408	15 MACHINES	10044-04 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at BIRITE MARKET 5690 SUN VALLEY BLVD SUN VALLEY, NV 89433	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
3.	R25-0409	6 MACHINES	17834-06 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at CHESTNUT INN & BAR 1045 TRUCKEE ST SILVER SPRINGS, NV 89429	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
4.	R25-0410	5 MACHINES	30906-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at CHOP 40 1155 HWY 40 W VERDI, NV 89439	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
5.	R25-0411	5 MACHINES	03083-04 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at CORNER MINIT MART 1775 MILL ST STE A RENO, NV 89502	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
6.	R25-0412	4 MACHINES	28490-03 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at DAYTON DISCOUNT LIQUOR 801 OVERLAND LOOP STE 101 DAYTON, NV 89403	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.

DISPOSITION
EXHIBIT TO THE OCTOBER 2025 RESTRICTED AGENDA
RESTRICTED ITEMS # R25-0405, R25-0408 – R25-0417, R25-0419 – R25-0427
UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at
VARIOUS LOCATIONS
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7.	R25-0413	8 MACHINES	01333-08 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at KELLY'S SUN VALLEY BAR 5544 SUN VALLEY BLVD SUN VALLEY, NV 89433	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
8.	R25-0414	7 MACHINES	04264-04 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at LUCKY LIQUOR #2 275 S WELLS AVE RENO, NV 89502	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
9.	R25-0415	6 MACHINES	01549-09 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at MEXICO LINDO MARKET 1825 PRATER WAY SPARKS, NV 89431	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
10.	R25-0416	5 MACHINES	22624-03 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at NITE & DAY MARKET 2500 E 4TH ST RENO, NV 89512	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
11.	R25-0417	7 MACHINES	01134-20 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at NITECAP 816 HWY 40 W VERDI, NV 89439	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
12.	R25-0419	5 MACHINES	33116-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at PRATER WAY MARKET 2100 PRATER WAY SPARKS, NV 89431	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.

DISPOSITION
EXHIBIT TO THE OCTOBER 2025 RESTRICTED AGENDA
RESTRICTED ITEMS # R25-0405, R25-0408 – R25-0417, R25-0419 – R25-0427
UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at
VARIOUS LOCATIONS
PAGE 26

13.	R25-0420	5 MACHINES	34664-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at PYRAMID DISCOUNT LIQUOR 300 PYRAMID WAY STE 100 SPARKS, NV 89431	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
14.	R25-0421	4 MACHINES	16148-04 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at RANCHO'S LIQUOR 99 CENTS AND MORE 1302 LANGLEY DR STE 7 & 8 GARDNERVILLE, NV 89460	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
15.	R25-0422	3 MACHINES	03924-03 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at S & S DELI & MINI MART 100 DOUGLAS ST DAYTON, NV 89403	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
16.	R25-0423	3 MACHINES	16240-06 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at SILVER STATE FOOD MART 1100 E PLUMB LN STE J RENO, NV 89502	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
17.	R25-0424	5 MACHINES	15772-04 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at STAGECOACH COUNTRY MARKET 8230 US HWY 50 STAGECOACH, NV 89429	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
18.	R25-0425	15 MACHINES	03974-07 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at THE FINAL FINAL BAR 5905 APACHE DR STAGECOACH, NV 89429	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.

DISPOSITION
EXHIBIT TO THE OCTOBER 2025 RESTRICTED AGENDA
RESTRICTED ITEMS # R25-0405, R25-0408 – R25-0417, R25-0419 – R25-0427
UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at
VARIOUS LOCATIONS
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19.	R25-0426	7 MACHINES	32649-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at WRIGHTWAY MARKET 330 EVANS AVE RENO, NV 89501	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.
20.	R25-0427	5 MACHINES	28516-03 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at CAPITAL CITY LIQUOR & FOOD MART 1511 N CARSON ST CARSON CITY, NV 89701	<u>GCB RECOMMENDS:</u> APPROVAL. <u>NGC DISPOSITION:</u> APPROVED.

DISPOSITION
NEW GAME(S) – FINAL APPROVAL ITEMS
OCTOBER 2025
PAGE 28

FOR POSSIBLE ACTION:

NG01-10-25 D2025-0023 NEW GAME: "FAMILY FEUD"

SUBMITTED BY: 36961-01
PT SERVICES LLC
1000 N WEST ST STE 1200
WILMINGTON, DE 19801

TRIAL LOCATION: 02982-07
MGM GRAND HOTEL/CASINO
3799 LAS VEGAS BLVD S
LAS VEGAS, NV 89109

REQUEST FOR FINAL APPROVAL

GCB RECOMMENDS: FINAL APPROVAL.

NGC DISPOSITION: FINAL APPROVAL GRANTED.

NG02-10-25 D2025-0035 NEW GAME: "BIG SIX MEGA MONEY WHEEL"

SUBMITTED BY: 30949-01
TCS JOHN HUXLEY
6171 MCLEOD DR STE M
LAS VEGAS, NV 89120

TRIAL LOCATION: 02982-07
MGM GRAND HOTEL/CASINO
3799 LAS VEGAS BLVD S
LAS VEGAS, NV 89109

REQUEST FOR FINAL APPROVAL

GCB RECOMMENDS: FINAL APPROVAL.

NGC DISPOSITION: FINAL APPROVAL GRANTED.

**NEVADA GAMING CONTROL BOARD (NGCB)
NEVADA GAMING COMMISSION (NGC)
Schedule of 2026 Meetings**

NGCB – January 14 & 15 (Wednesday and Thursday)	Las Vegas
NGC – January 29 (Thursday)	Las Vegas

NGCB – February 11 & 12 (Wednesday and Thursday)	Las Vegas
NGC – February 26 (Thursday)	Las Vegas

NGCB – March 11 & 12 (Wednesday & Thursday)	Las Vegas
NGC – March 26 (Thursday)	Las Vegas

NGCB – April 8 & 9 (Wednesday and Thursday)	Carson City
NGC – April 23 (Thursday)	Las Vegas

NGCB – May 6 & 7 (Wednesday and Thursday)	Las Vegas
NGC – May 21 (Thursday)	Las Vegas

NGCB – June 10 & 11 (Wednesday and Thursday)	Las Vegas
NGC – June 25 (Thursday)	Las Vegas

NGCB – July 8 & 9 (Wednesday and Thursday)	Carson City
NGC – July 23 (Thursday)	Carson City

NGCB – August 5 & 6 (Wednesday and Thursday)	Las Vegas
NGC – August 20 (Thursday)	Las Vegas

NGCB – September 2 & 3 (Wednesday and Thursday)	Carson City
NGC – September 17 (Thursday)	Las Vegas

NGCB – October 7 & 8 (Wednesday and Thursday)	Las Vegas
NGC – October 22 (Thursday)	Las Vegas

NGCB – November 4 & 5 (Wednesday and Thursday)	Carson City
NGC – November 19 (Thursday)	Las Vegas

NGCB – December 2 & 3 (Wednesday and Thursday)	Las Vegas
NGC – December 17 (Thursday)	Las Vegas

CARSON CITY

NGCB Offices
Meeting Room 100
1919 College Parkway

LAS VEGAS

Nevada Legislature Hearing Rooms
Room 3
7120 Amigo Street

THE ABOVE SCHEDULE IS **SUBJECT TO REVISION.** UNLESS OTHERWISE NOTIFIED,
ALL NGCB MEETINGS COMMENCE AT 9:00 A.M.
ALL NGC MEETINGS COMMENCE AT 10:00 A.M.

Topic: Mr Hornbuckles gaming license

- He has been the CEO of MGM for a few years.
- MGM is the most fraudulent corporation on the stock exchange
- Their casinos defraud millions of people out of billions of dollars because of the fraudulent and illegal casino games.

Before You decide on Mr. Hornbuckles gaming license----I request that you ask him the following questions ---under oath:

- Do MGM casinos use tapered cards in Blackjack or other card games? If yes---what company provides them for you?
- Do the “shuffling machines” at MGM casinos---arrange the cards in any sequence in which the machine is programmed? If yes---what is the name of the company that provides them?
- In roulette: Why does the same number come up 2-3 and 4 times in a row so often---that it defies the statistical probability of a random outcome?
 - Employees at mgm will verify that the see this often.
- Are the casino games used by MGM unfair to the consumer?

If Mr Hornbuckle refuses to answer these questions, he should be **denied a gaming license.**

If MGM refuses to answer these questions---their business license should be revoked until they do answer>

Thank you
Glenn Hunsucker

www.

casinos commit fraud

.com

www.

casinos use
tapered cards

.com

Good morning. Aira Duyanen for the Culinary Union. My comment this morning focuses on statements made during a recent hearing before the D.C. Circuit's Court of Appeal. Late last month, the Court held oral arguments on Red Rock Casino Resort & Spa's legal challenge to the National Labor Relations Board's June 2024 ruling in which the Board found that the company's "extensive coercive and unlawful misconduct stemmed from a carefully crafted corporate strategy intentionally designed at every step to interfere with employees' free choice whether or not to select the Union as their collective-bargaining representative." Red Rock is attempting to overturn the NLRB's decision.

During oral arguments held before the D.C. Circuit, Red Rock's attorney asked: "What was Red Rock supposed to do here? What were they supposed to do with ongoing union activity?" Judge Florence Pan of the D.C. Circuit stated: "So it seemed to me that Red Rock was just not aware of what the law required, or else it would not have been so overtly anti-union. There are better ways to do . . . to accomplish what it was trying to accomplish."

The D.C. Circuit has not yet issued its ruling, but we are confident that when it does, it will uphold the NLRB's finding that Red Rock's violations of the National Labor Relations Act indeed stemmed from a carefully crafted corporate strategy. This leads me to ask a basic question of you:

If Red Rock or its officials were found to have disregarded Nevada gaming law, we assume the Gaming Commission would have something to say about it. If the Company or its officials were found to have disregarded federal tax regulations or laws governing business operations, we also assume that the Gaming Commission would take action. Are we correct therefore that if Red Rock is found to have violated federal labor law, the Gaming Commission will take issue with that too?

We believe that a Nevada gaming license holder should be held accountable for its actions. We hope you share that belief.

We will be submitting the transcript of the oral arguments along with a copy of my public comment. Thank you.

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

----- x
NP RED ROCK LLC, d/b/a Red :
Rock Casino Resort Spa, :
:
Petitioner, :
:
v. : No. 24-1221, et al.
:
NATIONAL LABOR RELATIONS :
BOARD, :
:
Respondent. :
----- x

Thursday, September 25, 2025
Washington, D.C.

The above-entitled action came on for oral argument
pursuant to notice.

BEFORE:

CIRCUIT JUDGES CHILDS AND PAN, AND SENIOR
CIRCUIT JUDGE GINSBURG

APPEARANCES:

ON BEHALF OF PETITIONER NP RED ROCK LLC:

REYBURN W. LOMINACK, III, ESQ.

ON BEHALF OF PETITIONER LOCAL JOINT
EXECUTIVE BOARD OF LAS VEGAS:

KIMBERLEY C. WEBER, ESQ.

ON BEHALF OF THE RESPONDENT:

ERIC WEITZ, ESQ.



1 APPEARANCES (Continued)

2 ON BEHALF OF THE INTERVENOR:

3 KIMBERLEY C. WEBER, ESQ.

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C O N T E N T SORAL ARGUMENT OF:PAGE

REYBURN W. LOMINACK, III, Esq. On Behalf of Petitioner NP Red Rock LLC	4; 43
KIMBERLEY C. WEBER, Esq. On Behalf of Petitioner Local Joint Executive Board of Las Vegas	19
ERIC WEITZ, Esq. On Behalf of the Respondent	22
KIMBERLEY C. WEBER, Esq. On Behalf of the Intervenor	41

P R O C E E D I N G S

THE CLERK: Case No. 24-1221, et al., NP Red Rock LLC, doing business as Red Rock Casino Resort Spa, petitioner, v. National Labor Relations Board.

Mr. Lominack for petitioner NP Red Rock LLC. Ms. Weber for petitioner Local Joint Executive Board of Las Vegas, Mr. Weitz for the respondent. Ms. Weber for the intervenor.

JUDGE CHILDS: All right. Counsel, we may proceed.

ORAL ARGUMENT OF REYBURN W. LOMINACK, III, ESQ.

ON BEHALF OF PETITIONER NP RED ROCK LLC

MR. LOMINACK: May it please the Court. Reyburn Lominack for the petitioner Red Rock. The NLRB's case against Red Rock is grounded in sensationalism rather than the law. Red Rock's parent company, Station Casinos, decided to improve benefits for nearly 14,000 employees across all of its properties in Las Vegas, including at properties that were already unionized. That decision was made before the Culinary Workers Union filed a petition to represent Red Rock workers. This was not, as the Board described it, a carefully crafted corporate strategy intentionally designed at every step to interfere with employees' free choice whether to select a union or not. It was carefully crafted to improve lives.

1 Free choice is an inviolate right under the
2 NLRA, as this Court has observed. Employees are
3 guaranteed the freedom to choose whether their own best
4 interests are protected by or served by a union or not. A
5 majority of Red Rock's 1,300 employees decided through a
6 secret ballot election in December 2019 that their best
7 interests were better served without a union.

8 JUDGE CHILDS: But although you approved the
9 2020 plan before the Union filed the petition --

10 MR. LOMINACK: Sorry?

11 JUDGE CHILDS: I said, although you approved the
12 2020 plan before the Union filed the petition, there are
13 certain direct evidence in the record, you know, quoting
14 things like incentivized team members not to vote for a
15 union, offering free HMO would take away from the union
16 power, how do we ignore those particular statements of
17 direct evidence that perhaps you were trying to taint that
18 idea?

19 MR. LOMINACK: Yes. So that is direct evidence,
20 but it's direct evidence of an intention to not want to be
21 unionized, which is not unlawful. The Board
22 mischaracterizes, overgeneralizes, and overstates language
23 that was cherry-picked from thousands and thousands of
24 documents to suggest that Red Rock and its executives were
25 trying to kill or destroy the employees' rights. They

1 were not, and there's not a single bit of evidence that
2 they were. That is drawn from the Board's inferences
3 based on that, but those --

4 JUDGE PAN: But our standard of review is
5 deferential to the Board. Their findings just has to be
6 supported by substantial evidence, and why isn't the
7 evidence cited by Judge Childs sufficient?

8 MR. LOMINACK: So the evidence that's cited by
9 Judge Childs goes directly to the motive behind the
10 decision to grant these benefits, but it doesn't go to the
11 motive to interfere with employees' rights, which is a
12 very different thing, and this Court has recognized in the
13 Skyline court case, which we've cited throughout our
14 briefs, that a grant of benefits is not a serious
15 violation. That decision --

16 JUDGE PAN: But what's the timing of this? The
17 timing was intended to undermine the union organizing
18 efforts.

19 MR. LOMINACK: The timing of the announcement
20 came after the petition, but the timing of the benefits
21 themselves, the grant of benefits -- which the Board, in
22 its decision, says was the heart of the case -- that was
23 well before. The announcement alone did come after the
24 petition was filed, and the Board inferred that it was
25 intended to influence the election, but the problem with

1 the Board's case on the bargaining order issue is, no
2 bargaining order has ever issued for an unlawful,
3 intended -- an unlawful announcement, the speeding up of
4 an announcement of a benefit.

5 The employees were going to get this benefit.
6 It had been granted. There was no reasonable -- there was
7 no reason to delay telling the employees what they were
8 going to get. Now, yes, the Board did find the
9 announcement unlawful, but again, that's not the heart of
10 their Gissel, and they know it. The heart of their Gissel
11 is the grant of benefits, which they run smack into
12 Skyline with this Court, which is very problematic for
13 them, and they know it. They know it.

14 JUDGE PAN: Isn't it your burden to show that
15 Red Rock would have taken the same actions at the same
16 time, even if there had been no union activity? Where's
17 the evidence of that?

18 MR. LOMINACK: Well, we presented tons of
19 evidence regarding the legitimate business reasons, which
20 the judge --

21 JUDGE PAN: But the timing.

22 MR. LOMINACK: -- discredited. I'm sorry?

23 JUDGE PAN: The timing, I think, is critical.

24 MR. LOMINACK: The timing of the announcement?

25 JUDGE PAN: The timing of everything that

1 happened, the announcement, the -- also, there's, you
2 know, statements to employees about the benefits, that
3 they could be taken away if you don't vote no; the steaks,
4 all of that. It just seemed that everything was geared
5 towards the unionization efforts.

6 MR. LOMINACK: And again, geared towards the
7 unionization efforts is very different from geared towards
8 interfering with employees' rights, and there's --

9 JUDGE PAN: What's the difference there --

10 MR. LOMINACK: The difference --

11 JUDGE PAN: -- because if you're trying to stop
12 the employees from voting for their -- for unionization,
13 which affects their rights, I don't see what the
14 difference is?

15 MR. LOMINACK: Right. There's a difference,
16 because we're not trying -- or Red Rock was not trying to
17 stop employees from voting. Red Rock was trying to
18 encourage employees to not vote for the union, and that's
19 the difference. There is nothing wrong --

20 JUDGE PAN: They're not allowed to do that.

21 MR. LOMINACK: You --

22 JUDGE PAN: They're not allowed to interfere
23 with the union's -- voting for the union or not by doing
24 things that are unfair labor practices.

25 MR. LOMINACK: That is correct, but it is not

1 unlawful to encourage employees to not want a union.

2 That's what employers do in union campaigns --

3 JUDGE PAN: Okay.

4 MR. LOMINACK: -- all the time.

5 JUDGE PAN: So assuming we disagree with you,
6 let's talk about the remedy.

7 MR. LOMINACK: Sure. Sure. So -- and that's
8 really the heart of this case, right? -- so getting beyond
9 motive, which, if you look at the violations that were
10 based on the speech, the threats, the promises, things
11 like that, all of that is speech. There was no direct
12 threats. They were all implied threats, and they were
13 based on speech, and when you factor in --

14 JUDGE PAN: But you think that this case turns
15 on whether they're direct versus implied threats?

16 MR. LOMINACK: I think that the Gissel
17 bargaining order depends heavily on the nature of the
18 violations found, and the problem with the Board's case
19 and the problem that the Board has had all along is that
20 nobody was fired, nobody was told that this place is going
21 to close down if a union comes in, and --

22 JUDGE PAN: There are ways to retaliate besides
23 being fired --

24 MR. LOMINACK: That's true. That's true.

25 JUDGE PAN: -- and there's three instances in

1 the record that seem to be supported by evidence, but
2 should we be considering this under Gissel or Cemex? I
3 don't know if I'm pronouncing that correctly.

4 MR. LOMINACK: I believe it's Cemex --

5 JUDGE PAN: Cemex. Okay.

6 MR. LOMINACK: -- but the -- let me first, if
7 you don't mind, let me address those three allegations
8 you're talking about. None of those -- I assume you're
9 talking about the warnings, the written warnings, and then
10 after the election there was a failure to recall a single
11 person --

12 JUDGE PAN: No. There was somebody who was, I
13 guess, penalized for putting too much horseradish in the
14 potato salad --

15 MR. LOMINACK: Correct. Correct, prior to --

16 JUDGE PAN: -- and somebody who was on
17 disability but was made to clean drains that was not
18 appropriate for her to do, and then there was somebody who
19 was not hired back, even though she had seniority. So
20 there were instances of retaliation.

21 MR. LOMINACK: Right, prior to the Union's
22 majority support. Right? So when you look at whether --

23 JUDGE PAN: No. Teresa Powers, that was after
24 the fact.

25 MR. LOMINACK: Correct, Teresa Powers was after

1 the election, six months after the election. So that was
2 factored in as it relates to whether the --

3 JUDGE PAN: I know, but it's just like -- what
4 you said was not accurate.

5 MR. LOMINACK: What I said was nobody was
6 discharged. Right? There was --

7 JUDGE PAN: Well, we're past discharge. We were
8 talking about other instances of retaliation. You said --

9 MR. LOMINACK: Right.

10 JUDGE PAN: -- none of this happened --

11 MR. LOMINACK: During --

12 JUDGE PAN: -- before the petition.

13 MR. LOMINACK: None of this happened during the
14 critical period -- so after the petition was filed up
15 until the election, so from that period. Also, from the
16 October 16th, 2019, period, when the Union had majority
17 status, from that period up until the election, there was
18 not a single 8(a)(3) violation, which is the
19 discrimination allegation that you're referring to. Okay?
20 And the reason it's important for this case, the reason
21 it's critical --

22 JUDGE PAN: But there were other violations,
23 like the steaks, et cetera.

24 MR. LOMINACK: Correct, but the reason this is
25 all critical --

1 JUDGE PAN: You're trying to parse this very
2 finely.

3 MR. LOMINACK: And it's important to parse it
4 finely because the Gissel bargaining order is an extreme
5 remedy. This Court has specifically held it's an extreme
6 remedy. Right? So if there's no extreme --

7 JUDGE PAN: So is your bottom line that this was
8 not egregious? Like, what's your bottom line on the
9 Gissel bargaining remedy?

10 MR. LOMINACK: The bottom line is that this
11 Court has said a grant of benefits is not a hallmark
12 violation. The Board's entire case --

13 JUDGE PAN: But we have so much more --

14 MR. LOMINACK: -- is grounded in that.

15 JUDGE PAN: -- than that. There's just so much
16 more than that. There's a grant of benefits. There's the
17 timing. There's the retaliation. There's the threats
18 that you're going to lose all this. There's the steaks
19 that say Vote No. There's so much more than that.

20 MR. LOMINACK: None of that is considered a
21 hallmark violation.

22 JUDGE GINSBURG: Wait a minute. Are you
23 suggesting that without the so-called hallmark violation,
24 no cumulation of other violations can be sufficient to
25 prevent a clean election and require a Gissel order, a

1 bargaining order?

2 MR. LOMINACK: There are circumstances where
3 violations -- other violations, beside a grant of
4 benefits, can support a Gissel, and this Court has found
5 that. However --

6 JUDGE GINSBURG: Yes.

7 MR. LOMINACK: -- this Court, if you look at its
8 jurisprudence on Gissel, has not enforced a single order
9 that did not involve a discharge and that did not involve
10 threats of closure -- two of the most egregious hallmark
11 violations. And in fact, even in the Skyline case itself,
12 while they were constrained to agree that the grant of
13 benefits was unlawful under Exchange Parts, they said this
14 doesn't even come close to supporting a Gissel bargaining
15 order, the extreme remedy.

16 When you --

17 JUDGE CHILDS: Let's talk about, a little bit
18 about the miscellaneous unfair labor practices because
19 you've got a few of those that --

20 MR. LOMINACK: Sure.

21 JUDGE CHILDS: -- you're alleging as well. Even
22 if we were to rule in favor of you -- and this, again,
23 goes back to Judge Pan's question about how you're parsing
24 things -- if we ruled in favor of you on any of those,
25 does it really change the outcome?

1 MR. LOMINACK: Well, if you rule in favor of us
2 on all of them, of course.

3 JUDGE CHILDS: Okay.

4 MR. LOMINACK: But --

5 JUDGE CHILDS: But I mean, ruled against you --
6 in other words, there's still direct evidence in the
7 record, as I indicated earlier in one of my initial
8 questions. How does us ruling for those in your favor
9 help you? Would it change the outcome if we still believe
10 there's substantial evidence to support the Board's
11 decision?

12 MR. LOMINACK: Well, if you rule -- regardless
13 of whether you rule in favor of us on any of the 8(a)(1)
14 violations, which is all that's in place here during that
15 critical period, this is speech. These are statements --
16 most of them by managers and supervisors who were, in good
17 faith, trying to explain the processes. There was no
18 intentional act here. There was nothing except for the
19 unlawful motive found with the benefits. None of the
20 other statements --

21 JUDGE CHILDS: But what is your -- what is your
22 thought about what is acceptable for an employer to do --
23 maybe let's start there -- what are you giving us as kind
24 of the baseline for what an employer is allowed to do that
25 does not taint or interfere with an employee's free choice

1 as to whether or not to join a union?

2 MR. LOMINACK: Communicate about the pros and
3 cons, right, of unionization; have discussions. 8(c)
4 protects that. Right? That's the First Amendment. So --

5 JUDGE CHILDS: But in that communication can you
6 be derogatory toward the union?

7 MR. LOMINACK: You can absolutely be derogatory
8 towards a union. You cannot infringe on employees'
9 rights. You cannot threaten, interrogate. You can't make
10 those types of statements, and I think just going back --
11 and I see I'm almost out of time. If I can finish this
12 thought?

13 JUDGE CHILDS: You can continue.

14 MR. LOMINACK: If you look at the context here,
15 if you look at everything that was going on, the number of
16 people involved, right, the heart of all of this is that
17 employees' free choice to decide whether they wanted a
18 union or not is best protected by the secret ballot
19 election, not union cards that union organizers had
20 employees sign, and that's what Gissel is all about. That
21 is the reason in this case why it's not supportive of a
22 Gissel, because these were not hallmark violations. This
23 Court has held as much.

24 JUDGE CHILDS: Okay. And then with respect to
25 the structural argument, there's an allegation that you

1 didn't preserve that. So do you want to speak to that?

2 MR. LOMINACK: Yes. So the unconstitutional
3 aspects of the Board -- that came to light down the road
4 after this case was in place -- but that -- and our
5 position is that that goes to the heart of the Board to
6 act. So that's not a question or an issue that can be
7 waived, and so we argued it and respectfully request the
8 Court to consider it.

9 JUDGE CHILDS: Okay. But you agree that you
10 have not put it before the Board or the ALJ?

11 MR. LOMINACK: We did not raise it --

12 JUDGE CHILDS: Okay.

13 MR. LOMINACK: -- below, that is correct, yes.

14 JUDGE CHILDS: Okay.

15 JUDGE GINSBURG: Your argument seems, insofar as
16 you're talking about the necessity or at least the near
17 necessity of a hallmark violation, that seems to depend
18 upon your characterization of Teresa Powers not being
19 recalled as being something less than being discharged.

20 MR. LOMINACK: My position on that is based on
21 the fact that that incident occurred six months after the
22 election and certainly after the point where employees'
23 free choice was, you know --

24 JUDGE GINSBURG: Six months after the
25 election --

1 MR. LOMINACK: -- permitted to be expressed.

2 JUDGE GINSBURG: -- and before or after the
3 Board had determined that the election was not valid?

4 MR. LOMINACK: It was before the Board
5 determined the election was not valid. It was six months
6 after the election --

7 JUDGE GINSBURG: Yes.

8 MR. LOMINACK: -- and the Board looked at it and
9 said, well, this means the employer, 1,300 employees, one
10 single person not recalled, found to be through union
11 animus, but regardless, there's nothing else to suggest a
12 continuing effort or attempt to violate employees' rights.

13 JUDGE GINSBURG: Wait a minute. Suppose that it
14 was per union animus, as the Board found, and what is your
15 answer to that? Why is that not your hallmark violation?

16 MR. LOMINACK: It's not a hallmark violation
17 that destroyed the laboratory conditions. It's not a
18 hallmark violation --

19 JUDGE GINSBURG: So there are hallmarks, and
20 there are hallmarks, you're saying?

21 MR. LOMINACK: I'm sorry?

22 JUDGE GINSBURG: There are hallmarks, and there
23 are hallmarks --

24 MR. LOMINACK: Well --

25 JUDGE GINSBURG: -- that there are unfair labor

1 practices that aren't hallmarks but that might
2 cumulatively be sufficient anyway?

3 MR. LOMINACK: That's not what the Board based
4 its decision on. They can't rewrite their decision now
5 through argument. Right?

6 JUDGE GINSBURG: I don't think the word hallmark
7 appears in their decision.

8 MR. LOMINACK: I'm sorry?

9 JUDGE GINSBURG: I don't think the word hallmark
10 appears in the decision or --

11 MR. LOMINACK: Yes, it does.

12 JUDGE GINSBURG: -- in any one except our own
13 decision.

14 MR. LOMINACK: Yes, it does, Your Honor, and
15 in --

16 JUDGE GINSBURG: In this case?

17 MR. LOMINACK: It absolutely does. The Board
18 very expressly says, the grant of benefits, in particular,
19 is a hallmark violation.

20 JUDGE GINSBURG: Oh, okay. All right. But
21 you're saying there's not -- I mean, pardon me, there's
22 not a violation in these -- on these facts.

23 MR. LOMINACK: I'm saying the D.C. Circuit says
24 it's not.

25 JUDGE GINSBURG: Well, you mean Skyline.

1 MR. LOMINACK: Correct.

2 JUDGE GINSBURG: Yes. Well, all right, we've
3 got three pages from the Board distinguishing that. We
4 can talk about it further, but I don't think we need to.
5 Anything else?

6 JUDGE CHILDS: Anything else?

7 Okay. Thank you.

8 MR. LOMINACK: Thank you for your time.

9 JUDGE CHILDS: You may proceed.

10 ORAL ARGUMENT OF KIMBERLEY C. WEBER, ESQ.

11 ON BEHALF OF PETITIONER

12 LOCAL JOINT EXECUTIVE BOARD OF LAS VEGAS

13 MS. WEBER: May it please the Court. Kimberly
14 Weber for petitioner Local Joint Executive Board, also
15 intervenor for respondent. Today I will refer to the
16 party as the Union, and I would like to reserve three
17 minutes of my time for rebuttal.

18 So the Casino's violations in this case were
19 profound. There was a monumental grant of benefits
20 followed directly by threats that the union properties
21 would lose all of those benefits and not be able to gain
22 them through bargaining. The Board correctly found that
23 these violations were deliberate and prolific. Overcoming
24 the harm that the Casino inflicted will take substantial
25 effort. The Union asks the Court to enforce the order and

1 to remand the case to the Board to consider additional
2 remedies, as argued in the Union's opening brief.

3 The Union recognizes that the Labor Board has
4 broad discretion with respect to remedies, and if the
5 Court were to question the Union about what is more
6 important, it is affirming the order, because without the
7 core remedies, the additional remedies would mean little.

8 JUDGE CHILDS: So are you suggesting that
9 without the union access remedy, there's no way to repair
10 the relationship with Red Rock?

11 MS. WEBER: That is our argument because of the
12 deep and substantial harm that was inflicted between -- by
13 the messaging between the Union and the employees. The
14 union access will help. As I say, the core remedies in
15 the Board's current order are the more important remedies.

16 JUDGE PAN: But the NLRB knows more about this
17 than we do. If they thought that certain remedies were
18 appropriate, who are we to say no, we need more?

19 MS. WEBER: I understand the standard of review
20 for remedies, but it is the Union's argument that if we
21 look at Board law, as argued in our brief, if you look at
22 Board law and you look at the facts of this case, that
23 those additional remedies are justified under Board law
24 and should have been awarded here.

25 JUDGE PAN: I don't hear you arguing very hard

1 for what you said in your brief.

2 MS. WEBER: I do believe that they are
3 warranted, but as I say, the core of this case is the
4 remedies that have already been awarded. The most
5 important remedy that the Union has requested is the right
6 to reply. There was significant captive audience work
7 violations in this particular case. Had the Union had the
8 right to reply, it would have made a huge difference and
9 perhaps we would not be here today.

10 JUDGE GINSBURG: Ms. Weber, how long elapsed
11 from the election until the decision, the Board's
12 decision?

13 MS. WEBER: Until the Board's decision? You
14 know, so the election was held on December 19th and 20th
15 of 2019. The Board's decision was June 17th, 2020.

16 JUDGE GINSBURG: And do you have -- is there in
17 the record any information on the turnover among the
18 employees during that period?

19 MS. WEBER: There has been turnover among the
20 employees. That is not in the record.

21 JUDGE GINSBURG: It's not in the record?

22 MS. WEBER: No.

23 JUDGE GINSBURG: It's in the Union's possession?

24 MS. WEBER: There is currently another separate
25 Labor Board charge regarding recalls after the pandemic.

1 JUDGE GINSBURG: It's in the record in that --

2 MS. WEBER: Yes.

3 JUDGE GINSBURG: -- matter?

4 MS. WEBER: Yes, but it was -- it is -- the
5 change of the composition of the unit was not an issue
6 that was raised by the petitioner Red Rock in this case,
7 and it's not in this record.

8 JUDGE GINSBURG: Okay. Thank you.

9 MS. WEBER: Thank you.

10 JUDGE CHILDS: Do union access remedies always
11 have to accompany a bargaining order where the Board finds
12 the conduct severe and pervasive?

13 MS. WEBER: No, they have not always accompanied
14 a bargaining order. Thank you.

15 ORAL ARGUMENT OF ERIC WEITZ, ESQ.

16 ON BEHALF OF THE RESPONDENT

17 MR. WEITZ: Good morning. May it please the
18 Court. Eric Weitz on behalf of the National Labor
19 Relations Board. I'd like to start just addressing the
20 unfair labor practices briefly. I think we can largely
21 rest on the Board's brief and the decision in this case,
22 but just to go to the grant of benefits, which I'd
23 emphasize is really a constellation of dozens of
24 violations, which was the announcement and promise of
25 benefit, the subsequent threats that these benefits could

1 go away, and the related threats that if the employees
2 voted for a union and tried to engage in collective
3 bargaining, that that would be futile -- so the Board
4 looked at all of these together and found that this is
5 really a textbook example of an employer who is -- who
6 knows that the union has a majority support and is likely
7 to win an election and thus pulls out all the stops to
8 coerce them and to prevent them from doing so.

9 In terms of the timing, I would just -- you
10 know, our brief goes into the evidence in greater detail,
11 which I urge the Court to look at -- but just to highlight
12 some key pieces of evidence, Joint Appendix 725 is an
13 email from August 2019 where the employer's senior
14 managers are sharing their gloomy assessment that the
15 Union has significant majority support and is almost
16 certain to win an election. That is before the new
17 manager was brought in with the specific task of
18 instilling a new anti-union campaign and when all of this
19 benefits discussion started. So this is not a situation
20 where the employer was doing this for legitimate business
21 reasons. All of this occurred in response to the ongoing
22 union organizing at Red Rock, in particular, and Stations
23 Casinos' properties more broadly.

24 Once the process was underway, there's a
25 mountain of evidence that the specific intent of these

1 benefits, the way they were designed, the way they were
2 modeled on union proposals and union contracts at other
3 facilities, and the timing of the announcement were to
4 kill the union drive and to dissuade employees from voting
5 for the union, and to go to your earlier question, Judge
6 Pan, that is a violation of the Act -- to grant benefits
7 to dissuade employees from unionizing. The Supreme Court
8 upheld that in Exchange Parts, this Court has upheld that,
9 and there is more than sufficient evidence, more than
10 substantial evidence in this case supporting the Board's
11 decision.

12 I would just briefly touch on Skyline and your
13 question, Judge Ginsburg. The Board did here note that
14 this, you know, grant of benefits can be a hallmark
15 violation. That's not a necessary classification. We
16 don't need to take a formalistic approach whether this was
17 hallmark or not. The question is, ultimately, the facts
18 of this case, and the facts of this case are very
19 different from Skyline.

20 Skyline was a situation where this Court did
21 affirm the unfair labor practice finding sort of
22 begrudgingly, and factually, the Court found that that was
23 a situation where the employer had independently decided
24 to lift a wage freeze before it even knew union organizing
25 was going on, and then there was no election petition

1 pending, and when the employer announced that decision,
2 which was made prior to the union, the Board found a
3 violation.

4 This is completely different given the factual
5 record and the wealth of evidence of the employer's
6 unlawful motives and simply the scale of what was
7 occurring here. This was a sweeping benefits package,
8 which completely overhauled all of the employees' benefits
9 and was tailored to do so to coerce the employees from not
10 voting for a union, both through promises of benefits and
11 the related threats, which also are central to this case
12 and were not in Skyline, where the promise of benefits was
13 followed up by clear coercion throughout the bargaining
14 unit that these benefits are going to be on the bargaining
15 table and likely to go away if you vote for a union.

16 JUDGE CHILDS: Could we affirm under Gissel
17 without reaching the Cemex issue?

18 MR. WEITZ: You could, Your Honor. So -- but
19 the Board would urge the Court to affirm both rationales,
20 and the reason for that is, first of all, they're
21 remedying different things. The inquiries are completely
22 different, even though at the end of the day you get to a
23 bargaining order.

24 So a Cemex bargaining order under the Board's
25 new framework is essentially looking backward in time and

1 saying, in December of 2019, it's undisputed at this point
2 that the Union had a majority support in the bargaining
3 unit -- or prior to December 2019 and all the unfair labor
4 practices, the Union had majority support, as shown by
5 cards -- no one is disputing the validity of those cards;
6 they were extensively litigated, and it is now
7 conclusively shown that the Union had valid majority
8 support -- they demanded recognition, as they are entitled
9 to under Section 9(a) of the Act, and the employer refused
10 voluntary recognition.

11 So what the Board's new framework says is that
12 the employer can insist on an election to test the
13 majority status. Elections remain the preferred way of
14 determining a union's majority, but if the employer then
15 sabotages that initial timely opportunity to see in a fair
16 and free election, to confirm that these employees want a
17 union, an employer should not be allowed to profit from
18 that delay and should not be incentivized to engage in
19 those kinds of unfair labor practices. So that is a
20 violation that occurred and was complete as of the refusal
21 to bargain and the interference with the election --

22 JUDGE PAN: But is it unfair --

23 MR. WEITZ: -- whereas --

24 JUDGE PAN: -- for us to apply the Cemex
25 standard to Red Rock when Cemex wasn't in existence at the

1 time that any of these events occurred, because I guess
2 Cemex says that what the employer should do, if they want
3 to test the certificates, is demand an election, but how
4 is Red Rock supposed to know that that was the correct
5 procedure when Cemex hadn't been decided yet?

6 MR. WEITZ: Well, the reason it is fair, Your
7 Honor, is -- so to that question, there's two aspects of
8 Cemex, one of which isn't at issue here. So part of
9 Cemex, the Board said, when faced with a demand for
10 recognition from a majority union, an employer now has an
11 obligation to file its own election petition in a timely
12 manner. That was overruling the Board's Linden Lumber
13 decision, which the Supreme Court affirmed as not
14 arbitrary and capricious. So that rule is not at issue
15 here because the Union filed its own petition --

16 JUDGE PAN: But even if it's not --

17 MR. WEITZ: -- here. So --

18 JUDGE PAN: -- at issue, it just seems a little
19 unfair to impose a standard that they were not -- I know
20 that --

21 MR. WEITZ: Right.

22 JUDGE PAN: -- like, Board law says things are
23 retroactive, but it just seems to me that -- it seems a
24 little unfair to say that, you know, we're going to impose
25 this whole framework upon you that you never knew about --

1 MR. WEITZ: Well --

2 JUDGE PAN: -- at the time.

3 MR. WEITZ: -- I think if this had been a case
4 where Red Rock was being faulted for not filing a
5 petition, then there may be a stronger retroactivity
6 argument there because they could say, you know, we were
7 relying on Linden Lumber, Linden Lumber said this was
8 totally lawful for us to just wait for the Union to file.
9 That would be more of a retroactivity issue.

10 The reason it's not unfair here is because the
11 basis for the Cemex bargaining order is that the Union
12 filed for an election, an election -- the election
13 machinery was underway, and the employer then engaged
14 willfully in dozens of violations of federal law. That's
15 the basis for the Cemex order here, and so it's a
16 well-established --

17 JUDGE PAN: Regardless of how that election came
18 about? The election came about, and there was --

19 MR. WEITZ: Right. And so this isn't a
20 situation where an employer acted in good faith on what
21 the law was at the time and is now being, you know,
22 penalized for doing something that was lawful at the time.
23 This is a situation where the Cemex bargaining order is
24 based on violations of federal law, and it's a
25 well-established principle that in the retroactivity

1 context, that a respondent cannot claim, you know, I
2 violated the law but I only did so because I thought the
3 remedies would be inadequate or there would be a different
4 result at the end of the day, which is central to the
5 Board's reasoning in adopting the Cemex framework, which
6 is that under the pre-Cemex sort of Gissel framework,
7 employers were incentivized to violate federal law, commit
8 these unfair labor practices because they get the benefit
9 of delay; they then get a second bite at the apple --
10 first, to get out of a Gissel bargaining order, which is
11 much more difficult to show and has become more difficult
12 over time, and if they don't -- if they avoid a Gissel
13 bargaining order, then they get a second bite at the apple
14 with a rerun election years later, much to their
15 advantage, and even if they get a Gissel bargaining order,
16 it's simply telling them to do what they were obligated to
17 do years earlier when their employees chose to be
18 represented by a union and presented proof of majority
19 support, nonelection proof of majority support. And so --

20 JUDGE PAN: But is it fair to say that Gissel
21 allows unfair labor practices as long as they're not
22 egregious?

23 MR. WEITZ: I mean, I wouldn't use the word
24 egregious, but I would agree that it is -- it's much
25 harder to establish the basis for a Gissel bargaining

1 order --

2 JUDGE PAN: Yes.

3 MR. WEITZ: -- because whereas the Cemex
4 framework I was just discussing is looking backward in
5 time, did the employer sabotage this timely initial
6 election, Gissel asks -- and this is a policy choice made
7 by the Board during the Gissel litigation -- Gissel asked,
8 is there any way, looking forward, that we can now hold a
9 new election where the employees won't still be coerced?
10 And that's why this Court, over many decades, have imposed
11 a series of requirements that the Board needs to take into
12 account -- employee turnover, changed circumstances --
13 that it's more akin to an extraordinary remedy -- this
14 Court has called it that at times; the Board would not
15 agree with that framing -- but it's much harder to show
16 that, you know, years later we cannot have a new, free
17 election.

18 And so the Board has reviewed -- you know, the
19 Board has experienced for decades the application of this
20 framework and, applying its expertise to the situation in
21 Cemex, concluded that this framework simply is not
22 working. It is not disincentivizing unfair labor
23 practices, which allow for timely, free elections, which
24 is what, you know, we want under the Act; and that we need
25 to adopt this new framework because, if anything, the

1 prior framework was incentivizing employers to engage in
2 this kind of misconduct during election campaigns because
3 they know that they can get away with it or have a good
4 chance of getting away with it. And so Cemex better
5 effectuates employee free choice because in --

6 JUDGE PAN: Well, that takes away the -- their
7 ability to have a new election. I guess --

8 MR. WEITZ: Well, it does --

9 JUDGE PAN: -- that's the downside, right?

10 MR. WEITZ: Well, it does, Your Honor. So the
11 Board certainly is weighing those two factors, but this is
12 something that the Board has weighed and reached the same
13 conclusion, with Supreme Court approval, going all the way
14 back to the '40s.

15 JUDGE PAN: Yes.

16 MR. WEITZ: So I'd point the Court particularly
17 to the Franks Brothers case, the Lorillard case, and then
18 Gissel, which reaffirms --

19 JUDGE PAN: No, I understand that the Board has
20 broad discretion and --

21 MR. WEITZ: Well, even --

22 JUDGE PAN: -- expertise, et cetera, but --

23 MR. WEITZ: Yes.

24 JUDGE PAN: -- it just seems to me that if the
25 election would take place many years later, as in this

1 case, it's not clear to me that you couldn't have a fair
2 election. Like, there's an assumption. It's kind of like
3 a strict liability standard that you're proposing.

4 MR. WEITZ: Well, it's not, Your Honor. The
5 point of the Cemex framework is just to ask a different
6 question, which is that -- in 2019 it's undisputed that
7 these employees in this bargaining unit wanted to be
8 represented by a union. Under the Act, you know, a strict
9 reading of Section 9(a) and Section 8(a)(5) would say the
10 employer immediately, in terms of sort of strict
11 liability, has to bargain with that majority union.

12 In Cemex, the Board is saying, we're not going
13 to apply that kind of strict liability; we're going to
14 allow an employer to say, I want an election to confirm
15 this majority, but you only get one bite at the apple. If
16 you then sabotage that initial election such that the
17 Board has to invalidate the results, then what -- all
18 you've done is refused to bargain with the majority union,
19 which is a violation of the Act, and the appropriate
20 remedy, which is what Franks Brothers and Lorillard and
21 Gissel reaffirm, is that you issue a bargaining order,
22 even if there's been changes --

23 JUDGE PAN: But it seems a bit harsh, and if,
24 for example, there's one ULP during the election period,
25 maybe it's not that bad of one because we've been

1 discussing the --

2 MR. WEITZ: Yes.

3 JUDGE PAN: -- the range of ULPs that are
4 available --

5 MR. WEITZ: Yes, and --

6 JUDGE PAN: -- and now there's an opportunity
7 for a new election five, eight years later, because the
8 Board doesn't act very quickly sometimes, so -- but your
9 assumption is that we can't have a -- it seems like the
10 underlying assumption is you can't have a fair election,
11 but --

12 MR. WEITZ: Well, two points to that, Your
13 Honor. First, I'd just note in passing that -- just
14 emphasize that a single ULP doesn't necessarily justify a
15 Cemex bargaining order. It's not a kind of strict
16 liability like that.

17 JUDGE PAN: Yes.

18 MR. WEITZ: You still have to make a showing
19 that the employer destroyed the laboratory conditions of
20 the election, but assuming that is shown, which it is a
21 lower threshold than a Gissel bargaining order --

22 JUDGE PAN: Yes.

23 MR. WEITZ: -- the Board's reasoning is not that
24 per se you cannot have a future election that's fair. The
25 Board is instead saying, we don't need to look at whether

1 another election is possible, a violation occurred of the
2 employees who wanted the union in 2019, and the
3 appropriate remedy, even though time has passed, the
4 composition of the union may have changed, the only way to
5 avoid effectuating the original employee choice and
6 preventing the employer from profiting from the delay is a
7 bargaining order. That's what Franks Brothers says. So I
8 would direct the Court in particular to that case because
9 the Supreme Court very clearly affirms the Board's
10 long-standing approach that, yes, some could say this is
11 unfair to the employees now, but this is the only way to
12 effectuate the policies of the Act, and moreover, it's not
13 an undue burden on the employees now, even if we assume,
14 say, that the employees change their minds and a majority
15 now doesn't want a union.

16 A bargaining order is not an undue burden
17 because it's not a permanent relationship. This is only a
18 temporary bargaining order for a reasonable period of time
19 for the union to reestablish a foothold in the bargaining
20 unit. And so after that reasonable period of time, if the
21 employees don't want a union, then they can file a
22 petition to decertify the union or to remove the union and
23 we can have an election that way, but the best way to
24 effectuate the policies of the Act is to say the employer
25 violated the Act when it initially refused to bargain with

1 a majority union, that's a textbook violation of Section
2 9(a) and Section 8(a)(5), and so we're going to order them
3 to bargain despite the unfortunate delay that's
4 unavoidable, and so that's the best way of effectuating
5 employee choice in the Board's reasonable view.

6 And I see that I'm --

7 JUDGE PAN: Assuming that's all correct, though,
8 why should we -- I mean, we have two alternative options
9 here. Why should we address Cemex?

10 MR. WEITZ: Right. So thank you, Your Honor. I
11 was going to --

12 JUDGE PAN: Yes.

13 MR. WEITZ: -- I didn't get to that earlier. So
14 the two reasons that we would urge the Court to affirm
15 under both rationales, first is that they are addressing
16 different things, they're distinct analyzes, but secondly,
17 just as a practical matter, there's certainly a likelihood
18 in this case that the employer, for example, could seek
19 further review of one or the other, and so if the Court
20 were to rest on just one rationale, which may be subject
21 to further review, and that -- say that were to then be
22 reversed on further review, then it would simply delay
23 this process even further, which the whole point here is
24 to avoid --

25 JUDGE PAN: It seems that there wouldn't be

1 further review, if you're talking about the Supreme Court,
2 if we only rely on Gissel. Then it's --

3 MR. WEITZ: Well --

4 JUDGE PAN: -- fact-bound. It's like --

5 MR. WEITZ: I mean, the employer could seek
6 further review in this Court or to the Supreme Court, and
7 so --

8 JUDGE PAN: And I don't think there would be
9 further review if we relied just on Gissel, whereas --

10 MR. WEITZ: Well --

11 JUDGE PAN: -- Cemex is new and maybe, but
12 Gissel, no.

13 MR. WEITZ: Understood. I mean, I think it's
14 difficult to say. So I just think there's a pragmatic
15 reason that the Board included both in its order, which is
16 that, number one, they're remedying different violations
17 essentially, even though at the end of the day it's a
18 bargaining order; but it's also, they're both necessary in
19 this case to fully remedy the misconduct that occurred.

20 JUDGE PAN: They're not fully -- they're not
21 both necessary because, if we uphold the bargaining order
22 under Gissel, you've got a bargaining order.

23 MR. WEITZ: Well, I take Your Honor's point that
24 at the end of the day, the employer, in complying with the
25 order, would be doing the same thing, but the Board, you

1 know, found different violations, issued different
2 remedies. It's akin to, you know, if the Board finds
3 multiple Section 8(a)(1) violations, typically the remedy
4 for that is just a notice posting. In some sense, there's
5 nothing else required with the floor, but --

6 JUDGE PAN: There's no additional remedy that
7 hinges on Cemex that doesn't rely also on Gissel, is
8 there? Is that what you're trying to say?

9 MR. WEITZ: Yes. Well, they're independent. So
10 even --

11 JUDGE PAN: Well, they're two rationales for a
12 single remedy, which is the bargaining order, or am I
13 missing something?

14 MR. WEITZ: Well, I guess that's correct, Your
15 Honor, but there are two violations that -- at the end of
16 the day, the employer has to do the same thing under both.
17 So you're totally right that --

18 JUDGE PAN: It seems it would be superfluous to
19 reach Cemex.

20 MR. WEITZ: Well, I think it's not for the
21 reasons I'm describing. I understand Your Honor's
22 skepticism of the practical considerations, but --

23 JUDGE PAN: Well, I guess the bottom line is the
24 remedy, and if we uphold --

25 MR. WEITZ: Right.

1 JUDGE PAN: -- the remedy under Gissel, you get
2 nothing more or less if we address Cemex. I just --

3 MR. WEITZ: Well, we --

4 JUDGE PAN: -- don't see why we would do that.

5 MR. WEITZ: We would be on more secure footing
6 in the opinion that the Court issues to shield against
7 further review or other eventualities.

8 JUDGE PAN: So that's the only benefit?

9 MR. WEITZ: And, I think, to fully enforce and
10 affirm the Board's decision, but I agree, as a practical
11 matter, if the Court wanted to avoid one, it would not be
12 fully affirming the Board's rationale and decision, but
13 the employer would be required to do the same thing either
14 way.

15 JUDGE GINSBURG: I think if the Board wants to
16 roll the dice on Cemex, it's going to have to issue a
17 decision based entirely on Cemex. I don't think any Court
18 of Appeals is going to accept your suggestion.

19 MR. WEITZ: Well, point taken, Your Honor.

20 JUDGE GINSBURG: It's completely inconsistent
21 with ordinary practice.

22 JUDGE CHILDS: And I want to offer you the
23 opportunity to answer the question that I gave to your
24 friend on the other side about where is the line drawn
25 with respect to what employers can do without interfering

1 and coming to an unfair labor practice.

2 MR. WEITZ: In general, Your Honor, or with --

3 JUDGE CHILDS: Yes, just in general, and you can
4 use these as examples about where you think it really
5 pushed it, because obviously they don't agree that this
6 was the case.

7 MR. WEITZ: Sure. Well, I guess it depends on
8 the particular type of --

9 JUDGE CHILDS: Is there anything employers can
10 do to discourage union activity lawfully?

11 MR. WEITZ: Well, absolutely, Your Honor.
12 Section 8(c) of the Act, as in the statute, protects the
13 free expression of viewpoints and opinions by the
14 employer. So employers are certainly entitled to
15 communicate to their employees, you know, we're opposed to
16 the union, here are the reasons we think unions would not
17 be beneficial, et cetera, but there's many ways to cross a
18 line.

19 An employer needs to be careful that it doesn't
20 fall over that line, as the Supreme Court said in Gissel,
21 and so certainly you cross that line, for example, in this
22 case, where you go beyond rhetoric and actually engage in
23 threats or coercion, interrogation, or here we go far
24 beyond rhetoric because it's the actual promise and
25 subsequent follow-through and grant of a sweeping benefits

1 package. So I think -- I would direct the Court to
2 Gissel, has an explanation of, you know, Section 8(c) does
3 protect employee -- employer speech.

4 JUDGE CHILDS: So you're relying highly on
5 statements specifically and then also the timing and the
6 execution?

7 MR. WEITZ: Yes. So in this case there were a
8 bunch of violations, and so you have numerous instances of
9 promises of benefits before the election, threats that
10 those -- the promise would be taken away, and then when
11 the employer actually followed through and rewarded the
12 employees for voting against the union, that's also a
13 distinct violation of the Act.

14 JUDGE CHILDS: And then finally, the
15 miscellaneous ULPs, how does that fit into here with
16 respect to anything that we need to do with those?

17 MR. WEITZ: Which violations in particular, Your
18 Honor? I'm sorry.

19 JUDGE CHILDS: Well, just the ones that they're
20 raising. Like, do we need to adjudicate those to find
21 that there is substantial evidence to support them or not,
22 or is the order --

23 MR. WEITZ: Well, yes, we would ask the Court to
24 affirm all of the findings because there are distinct
25 remedies even for the more minor violations, which might

1 even just be a line in the notice posting. So there would
2 be a remedial notice if the Court enforces the Board's
3 order.

4 JUDGE GINSBURG: There's a back pay issue here
5 for Powers.

6 MR. WEITZ: Excuse me, Your Honor?

7 JUDGE GINSBURG: There's a back pay issue for
8 Powers.

9 MR. WEITZ: Yes, there's a back pay issue for
10 Ms. Powers. There's also a back pay issue. There's an
11 uncontested violation where, after the election, the
12 employer unilaterally canceled the table swap agreement,
13 which is a way that some servers could make extra money.
14 So there's Mayco relief for that, and there's just
15 additional remedies for each of these violations.

16 So our position before the Court is that
17 substantial evidence supports all of the Board's findings,
18 and so the Court should enforce the Board's order in full,
19 as written.

20 And I see I'm well over time, so I -- unless the
21 Court has any further questions. I would note, if there's
22 any questions about agency deference, it was covered in
23 the briefing and I'm happy to discuss, but otherwise we
24 would just rest on the brief and ask for enforcement in
25 full.

1 JUDGE CHILDS: Okay. Thank you.

2 MR. WEITZ: Thank you.

3 ORAL ARGUMENT OF KIMBERLEY C. WEBER, ESQ.

4 ON BEHALF OF THE INTERVENOR

5 MS. WEBER: Okay. Thank you, and then back to
6 present the Union's case as an intervenor at this time.
7 Section 8(c) of the Act gives employers substantial leeway
8 to campaign against a union, but there is a limitation in
9 Section 8(c), and that is that the expression cannot
10 contain any threat of reprisal or force or promise of
11 benefits. That is the line that the Casino clearly
12 crossed in this case.

13 Much of the Casino's challenges in this case are
14 covered, as the Court has already suggested, by the
15 substantial evidence review standard. The Board found
16 that the Casino did know of the union organizing campaign.
17 The Board found that the Casino designed its benefits
18 campaign to undermine union support, not for legitimate
19 business reasons. The Board found that the Casino did
20 make threats through its managers and its supervisors, and
21 I could go on and on. Most of that is covered.

22 With regards to the bargaining orders, it is the
23 Union's position that in this case this promise or grant
24 of benefits is a hallmark violation. The Union has said
25 before in its briefing that it believes that the exact

1 timing of the grant of benefits and pinning that down is a
2 distraction. The decision itself was made at a time and
3 unannounced, and so the employees did not know. The harm
4 to employees occurs when they find out about the grant of
5 benefits. That occurred after the petition was filed.

6 While Gissel is sufficient in this case, Cemex
7 is a return to a prior framework that will have great
8 implications for the Union in its organizing at Station
9 Casinos and against this casino in the future. Thank you.

10 JUDGE CHILDS: Thank you.

11 Okay. The case is submitted. I'm sorry.

12 MR. LOMINACK: I believe I have one minute --
13 two minutes.

14 JUDGE CHILDS: I'm sorry. Thank you. I forgot
15 about that.

16 REBUTTAL ARGUMENT OF REYBURN W. LOMINACK, III, ESQ.

17 ON BEHALF OF PETITIONER NP RED ROCK LLC

18 MR. LOMINACK: Thank you. Briefly, Your Honors,
19 I would encourage you to read carefully this circuit's
20 prior decisions regarding Gissel. I would encourage this
21 Court to read and, if you're so inclined, to listen to the
22 actual statements that were made by some of these
23 supervisors and managers in context, not just accept the
24 Board's characterization and hyperbole of it.

25 Gissel is much more than just the substance of

1 the violations. Gissel also looks at, can a fair election
2 be had? Right? Can it be had? It's been almost six
3 years. There's been a 10(j) in place. There's been no
4 unfair labor practice findings. There's been notice
5 posting. There's been notice reading. The expansive
6 requests --

7 JUDGE GINSBURG: Record on that here.

8 MR. LOMINACK: I'm sorry?

9 JUDGE GINSBURG: That's not in our record.

10 MR. LOMINACK: It's --

11 JUDGE GINSBURG: We have your representation and
12 the Board's questioning of it. That's all.

13 MR. LOMINACK: I'm sorry?

14 JUDGE GINSBURG: The 10(j) matter is not --
15 10(j) record, what's happened under the injunction, is not
16 in the record.

17 MR. LOMINACK: It's connected to this case, and
18 it's referenced throughout.

19 JUDGE GINSBURG: It arises from it, but it's not
20 in this case.

21 MR. LOMINACK: Okay. Well, but it's referenced
22 in the Board's decision and the ALJ's decision, and the
23 Board is a party to it.

24 JUDGE GINSBURG: That there is a 10(j). Whether
25 you've complied fully with it is not unquestioned.

1 MR. LOMINACK: Well, we would submit that you
2 can take judicial notice, certainly, of the compliance
3 that was done in that case through the affidavit submitted
4 in that court.

5 What was Red Rock supposed to do here? What
6 were they supposed to do with ongoing union activity?
7 What does any employer in an industry and in an area like
8 Las Vegas that's heavily unionized, and people where union
9 buttons and union shirts --

10 JUDGE PAN: You can let them unionize.

11 MR. LOMINACK: You can let them unionize, but
12 does the law require you to do that? No, the law doesn't
13 require you to do that, and so --

14 JUDGE PAN: So it seemed to me that Red Rock was
15 just not aware of what the law required, or else it would
16 not have been so overtly anti-union. There are better
17 ways to do --

18 MR. LOMINACK: Right.

19 JUDGE PAN: -- to accomplish what it was trying
20 to accomplish.

21 MR. LOMINACK: And I will end this, unless you
22 have further questions, with this: It's not unlawful to
23 be anti-union, and that's the Board's case. Right?
24 That's what they're saying. It's unlawful to interfere
25 with, restrain, or coerce employees --

1 JUDGE PAN: Yes.

2 MR. LOMINACK: -- and so I think if that is kept
3 in mind, I think --

4 JUDGE CHILDS: And that's why I asked the
5 question on the other side about what can you do to
6 challenge it --

7 MR. LOMINACK: Right.

8 JUDGE CHILDS: -- and they said that it was fine
9 from a free speech standpoint to say what's bad about a
10 union or why you would not want to join.

11 MR. LOMINACK: Right. Right. And many years
12 ago, before the amendments, there was no such protection.
13 Employers could not speak, and the law developed to such a
14 point where employers said, hey, we have First Amendment
15 rights. Right? We have free speech rights. So it was
16 changed. It was codified to incorporate the First
17 Amendment. So that is a defining line here. It's not
18 unlawful to be anti-union. It's unlawful to interfere
19 with, restrain, or coerce employees. Thank you for your
20 time.

21 JUDGE CHILDS: All right. Now the case is
22 submitted.

23 (Whereupon, the proceedings were concluded.)
24
25

DIGITALLY SIGNED CERTIFICATE

I certify that the foregoing is a correct transcription of the electronic sound recording of the proceedings in the above-entitled matter.

Wendy Campos

Wendy Campos

October 17, 2025
Date

eScribers, LLC



My name is Christopher Meng.
I'm from Red Rock Casino. I
work at the Lucky Penny
Restaurant as a line cook. I
have been working at Red Rock
Casino for the past 8 years.
I'm fighting for a union contract
at Red Rock Casino for better
pay, better working conditions,
and job security.
Thank you.