



NEVADA GAMING CONTROL BOARD

DISPOSITION NOVEMBER 2025 MEETING

NEVADA GAMING CONTROL BOARD MEETING

GAMING CONTROL BOARD OFFICE

1919 COLLEGE PARKWAY

CARSON CITY, NV 89706

Wednesday, November 5, 2025

- 9:00 a.m. • Public Comments
- Approval of Prior Month GCB Disposition
- Nonrestricted Items #01-11-25 through #10-11-25

- 1:30 p.m. • Restricted Items #01-11-25 through #12-11-25
- Public Comments

Members Present:

Mike Dreitzer, Chairman

Hon. George Assad (Ret.), Member

Chandeni K. Sendall, Member

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7-11 Store #42298	R #4	Naam Sahai, Inc.	R #4
Ace Liquor	R #12	NP Centerline Holdings LLC	NR #2
Albert D. Seeno, Jr. 1999 Living Trust 2	NR #5	NP Gold Rush LLC	NR #2
Albert D. Seeno, Jr. and Sandra L. Seeno PCI.....		NP LML LLC	NR #2
Trust for Albert D. Seeno, III, The	NR #5	NP Magic Star LLC	NR #2
Albert D. Seeno, Jr. and Sandra L. Seeno PCI.....		NP Rancho LLC	NR #2
Trust for David T. Seeno, The.....	NR #5		
Barley's Casino & Brewing Company	NR #2	Ojos Locos Sports Cantina Y Casino	NR #8
Betfair Group Limited	NR #3	Ojos Locos Sports Cantina Y Casino -	
Bidi, Samim Hermiz.....	R #2	Race Book and Sports Pool.....	NR #8
Bishop, James Philip.....	NR #3	Owens & Lamb LLC.....	R #2
Boomer's Sports Book	NR #8		
Boomer's Sports Book LLC	NR #8	Peppermill Casinos, Inc.	NR #5
		Pioneer TopCo GP, LLC	NR #4
Carson City Gaming Company, LLC.....	NR #7		
Casino at Virgin Hotels Las Vegas, The	NR #9	Red Apple Market	R #1
Century Gaming Technologies.....	R #4, 9, 10, 11, 12	Red Rock Resorts, Inc. (PTC)	NR #1
Chichester, Lowell Francis	NR #7	Rihel, Bobbie Sue	NR #2
Coldrake, Robert	NR #3	Rotem, Gil	NR #6
Cootey, Stephen Lawrence	NR #1		
		S & K Market	R #2
David Scott Tate Gaming Trust.....	NR #7	SC SP 2 LLC.....	NR #2
Den LV, The	NR #1	SC SP 4 LLC.....	NR #2
		SCT Holdco LLC	NR #1
FanDuel Group Parent LLC	NR #3	SCT Tropicana & Grand Canyon LLC	NR #1
Fernley Nugget Corporation.....	NR #7	Seeno, Albert Dominic, Jr.	NR #5
Flutter Entertainment plc (PTC)	NR #3	Seeno, Sandra Lee	NR #5
Fuel Bros El Capitan	R #9	Smith's Food and Drug	R #8
		Sporting Exchange Limited, The.....	NR #3
Greens Cafe, LLC	NR #2	Spot, The	R #10
Greens Cafe, The.....	NR #2	Sunset GV, LLC	NR #2
Hinckley 2000 Community Trust -		Tate Operations Irrevocable Trust	NR #7
Survivor's Trust	NR #10	Tate, Abbie Lea.....	NR #7
		Tate, Carter Allen.....	NR #7
IGT	NR #6	Terrible's #398	R #7
Irish Spot, The	R #11	Terrible's Gaming.....	R #7
		Tikeya, Bainu	R #4
Jenkin, Thomas Michael	NR #4	Tikeya, Bharat Bhushan	R #4
JETT Gaming LLC	R #7	Timbers, LLC, The	R #3
Johnny Mac's Water Street Tavern.....	R #5	Town Center Amusements, Inc.,	
Johnny Mac's Water Street Tavern LLC	R #5	A Limited Liability Company	NR #2
		TSE Holdings Ltd.	NR #3
Lexie's Bistro	R #6		
Lexie's Bistro On Raiders Way, LLC.....	R #6	United Coin Machine Co.	R #4, 9, 10, 11, 12
Lucky Lucy D LLC	NR #8		
		W.C.W. Corporation.....	NR #7
Market Gaming, LLC	R #8	Webster Family Gaming Trust	R #3
McGinty, John Paul	R #5	Webster, Cheryl Larsen	R #3
MGNV, LLC	NR #9	Webster, David Lloyd.....	R #3
		Welch, Jeffrey Thomson	NR #1
		Wendover Casinos, Inc.....	NR #5

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Wildfire Anthem	NR #2	Wildfire Valley View	NR #2
Wildfire Casino	NR #2	William Hill Nevada I.....	NR #9
Wildfire Casino - Boulder	NR #2	William Hill Race Book and Sports Pool	NR #9
Wildfire Casino and Lanes	NR #2	Winner's Gaming, Inc.	NR #10
Wildfire Casino Lake Mead	NR #2		
Wildfire Fremont	NR #2	Younus, Marven Thanoon	R #1
Wildfire Sunset	NR #2		

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This public comments agenda item is provided in accordance with NRS 241.020(3)(d)(3) which requires an agenda 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.

PUBLIC COMMENTS AND DISCUSSION:

Comments taken from Members of the Culinary and Bartenders Unions regarding Station Casinos. Refer to Public Comments Attachment 1, and Attachment 2.

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APPROVAL OF PRIOR MONTH GCB DISPOSITION
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***AMENDED**

FOR POSSIBLE ACTION:

Pursuant to NRS 241.035, approval of:

Nevada Gaming Control Board Disposition for October 2025.

***GCB DISPOSITION: APPROVED.**

FOR POSSIBLE ACTION:

APPLICATION FOR AMENDMENT TO ORDER OF REGISTRATION

100%

STEPHEN LAWRENCE COOTEY
Treasurer/Senior Vice President

APPLICATIONS FOR LICENSURE AS A MEMBER, MANAGER, OFFICER, AND/OR KEY EXECUTIVE

NGC DISPOSITION:

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FOR POSSIBLE ACTION:

02-11-25 N24-0440 Re: 16638-01
 R24-0554 16639-01
 TOWN CENTER AMUSEMENTS, INC., A LIMITED LIABILITY COMPANY, dba
 BARLEY'S CASINO & BREWING COMPANY
 4500 E SUNSET RD STE 30
 HENDERSON, NV 89014

and

35857-01
00178-13
NP CENTERLINE HOLDINGS LLC, dba
WILDFIRE FREMONT
2700 E FREMONT ST
LAS VEGAS, NV 89104

and

31284-01
12973-04
NP GOLD RUSH LLC, dba
WILDFIRE SUNSET
1195 W SUNSET RD
HENDERSON, NV 89014

and

29202-01
15695-03
GREENS CAFE, LLC, dba
THE GREENS CAFE
2241 N GREEN VALLEY PKWY
HENDERSON, NV 89014

and

32240-01
27222-03
SC SP 4 LLC, dba
WILDFIRE ANTHEM
2551 ANTHEM VILLAGE DR
HENDERSON, NV 89052

and

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32279-01
03318-05
SC SP 2 LLC, dba
WILDFIRE VALLEY VIEW
3045 S VALLEY VIEW BLVD
LAS VEGAS, NV 89102

and

31288-01
00575-03
NP RANCHO LLC, dba
WILDFIRE CASINO
1901 N RANCHO DR
LAS VEGAS, NV 89106

and

31287-01
16632-02
NP MAGIC STAR LLC, dba
WILDFIRE CASINO - BOULDER
2000 S BOULDER HWY
HENDERSON, NV 89002

and

29989-01
14340-02
SUNSET GV, LLC, dba
WILDFIRE CASINO AND LANES
4451 E SUNSET RD
HENDERSON, NV 89014

and

31286-01
01253-06
NP LML LLC, dba
WILDFIRE CASINO LAKE MEAD
846 E LAKE MEAD PKWY
HENDERSON, NV 89015

BOBBIE SUE RIHEL
Vice President – Small Properties Division

APPLICATIONS FOR LICENSURE AS A KEY EMPLOYEE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

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FOR POSSIBLE ACTION:

03-11-25 N24-0410 Re: 35538-01
N25-0001 FLUTTER ENTERTAINMENT PLC (PTC)
 BELFIELD OFFICE PARK
 BEECH HILL RD
 CLONSKEAGH, DUBLIN 4 D04 V972
 IRELAND

JAMES PHILIP BISHOP
Chief Operating Officer

ROBERT COLDRAKE
Chief Financial Officer

APPLICATIONS FOR FINDING OF SUITABILITY AS AN OFFICER

Re: 35539-01
BETFAIR GROUP LIMITED
(Flutter Entertainment plc (PTC) – 100%)
ONE CHAMBERLAIN SQUARE CS
BIRMINGHAM B3 3AX
UNITED KINGDOM

and

35540-01
THE SPORTING EXCHANGE LIMITED
(Betfair Group Limited – 100%)
ONE CHAMBERLAIN SQUARE CS
BIRMINGHAM B3 3AX
UNITED KINGDOM

and

35541-01
TSE HOLDINGS LTD.
(The Sporting Exchange Limited – 100%)
ONE CHAMBERLAIN SQUARE CS
BIRMINGHAM B3 3AX
UNITED KINGDOM

and

35542-01
FANDUEL GROUP PARENT LLC
(TSE Holdings Ltd. – 100%)
ONE MADISON AVE 23RD FL
NEW YORK, NY 10010

ROBERT COLDRAKE
Director

APPLICATIONS FOR FINDING OF SUITABILITY AS A DIRECTOR

GCB DISPOSITION: REMOVED FROM AGENDA.

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Re: 17183-01
PEPPERMILL CASINOS, INC.
90 W GROVE ST STE 600
RENO, NV 89509

ALBERT DOMINIC SEENO, JR. (Transferor)	5.165% (1,033 Class B Non-Voting Shares)
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SANDRA LEE SEENO (Transferor)	5.165% (1,033 Class B Non-Voting Shares)
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ALBERT D. SEENO, JR. 1999 LIVING TRUST 2 (Transferee)	10.330% (2,066 Class B Non-Voting Shares)
--	--

SANDRA LEE SEENO
Beneficiary

**APPLICATIONS FOR A WAIVER OF THE PROVISIONS OF NGC REGULATION 4.080
(WHICH IMPOSES A SIX-MONTH TIME LIMITATION WITHIN WHICH COMMISSION
ACTION IS EFFECTIVE) IN CONNECTION WITH APPROVALS FOR A TRANSFER OF
INTEREST AND FINDING OF SUITABILITY AS A BENEFICIARY OF THE ALBERT D.
SEENO, JR. 1999 LIVING TRUST 2, AS GRANTED IN JUNE 2025**

Re: 09992-01
WENDOVER CASINOS, INC.
100 WENDOVER BLVD
WEST WENDOVER, NV 89883

ALBERT D. SEENO, JR. AND SANDRA L. SEENO PCI TRUST FOR ALBERT D. SEENO, III (Transferor)	10.330% (1,033 Class A Voting and 1,033 Class B Non-Voting Shares)
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ALBERT DOMINIC SEENO, JR. (Transferee) Shareholder	10.330% (1,033 Class A Voting and 1,033 Class B Non-Voting Shares)
--	--

ALBERT D. SEENO, JR. AND SANDRA L. SEENO PCI TRUST FOR DAVID T. SEENO (Transferor)	10.325% (1,032 Class A Voting and 1,033 Class B Non-Voting Shares)
--	--

SANDRA LEE SEENO (Transferee) Shareholder	10.325% (1,032 Class A Voting and 1,033 Class B Non-Voting Shares)
---	--

**APPLICATIONS FOR A WAIVER OF THE PROVISIONS OF NGC REGULATION 4.080
(WHICH IMPOSES A SIX-MONTH TIME LIMITATION WITHIN WHICH COMMISSION
ACTION IS EFFECTIVE) IN CONNECTION WITH APPROVALS FOR A TRANSFER OF
INTEREST AND LICENSURE AS A SHAREHOLDER OF WENDOVER CASINOS, INC.,
AS GRANTED IN JUNE 2025**

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Re: 09992-01
WENDOVER CASINOS, INC.
100 WENDOVER BLVD
WEST WENDOVER, NV 89883

ALBERT DOMINIC SEENO, JR. (Transferor)	10.330% (1,033 Class A Voting and 1,033 Class B Non-Voting Shares)
---	--

SANDRA LEE SEENO (Transferor)	10.325% (1,032 Class A Voting and 1,033 Class B Non-Voting Shares)
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ALBERT D. SEENO, JR. 1999 LIVING TRUST 2. (Transferee) Shareholder	20.655% (2,065 Class A Voting and 2,066 Class B Non-Voting Shares)
--	--

**APPLICATIONS FOR A WAIVER OF THE PROVISIONS OF NGC REGULATION 4.080
(WHICH IMPOSES A SIX-MONTH TIME LIMITATION WITHIN WHICH COMMISSION
ACTION IS EFFECTIVE) IN CONNECTION WITH APPROVALS FOR A TRANSFER OF
INTEREST AND LICENSURE AS A SHAREHOLDER OF WENDOVER CASINOS, INC.,
AS GRANTED IN JUNE 2025**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) THE WAIVER OF THE PROVISIONS OF NEVADA GAMING COMMISSION REGULATION 4.080(1), IN CONNECTION WITH THE APPROVALS GRANTED IN NOVEMBER 2025, SHALL EXPIRE ON THE DATE OF THE REGULARLY SCHEDULED NEVADA GAMING COMMISSION MEETING IN NOVEMBER 2027.**

NGC DISPOSITION:

FOR POSSIBLE ACTION:

06-11-25 N25-0130 Re: 05297-01
IGT
9295 PROTOTYPE DR
RENO, NV 89521

GIL ROTEM
Chief Executive Officer – PlayDigital

APPLICATION FOR LICENSURE AS A KEY EXECUTIVE

GCB RECOMMENDS: APPROVAL.

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Re: 30469-01
FERNLEY NUGGET CORPORATION
562 N MAINE ST
FALLON, NV 89406

DAVID SCOTT TATE GAMING TRUST 1%
(Transferor) (25 Non-Voting Shares)

TATE OPERATIONS IRREVOCABLE TRUST 1%
(Transferee) (25 Non-Voting Shares)
Shareholder

APPLICATION FOR A TRANSFER OF INTEREST

APPLICATION FOR FINDING OF SUITABILITY AS A SHAREHOLDER

APPLICATION FOR APPROVAL OF CONTINUOUS TRANSFERS OF INTEREST OF UP TO 1,100 SHARES (44%) OF THE NON-VOTING COMMON STOCK OF FERNLEY NUGGET CORPORATION FROM THE DAVID SCOTT TATE GAMING TRUST TO THE TATE OPERATIONS IRREVOCABLE TRUST COMMENCING IN 2026 THROUGH 2030

Re: 05916-01
W.C.W. CORPORATION
562 N MAINE ST
FALLON, NV 89406

DAVID SCOTT TATE GAMING TRUST 1%
(Transferor) (25 Non-Voting Shares)

TATE OPERATIONS IRREVOCABLE TRUST 1%
(Transferee) (25 Non-Voting Shares)
Shareholder

APPLICATION FOR A TRANSFER OF INTEREST

APPLICATION FOR FINDING OF SUITABILITY AS A SHAREHOLDER

APPLICATION FOR APPROVAL OF CONTINUOUS TRANSFERS OF INTEREST OF UP TO 1,100 SHARES (44%) OF THE NON-VOTING COMMON STOCK OF W.C.W. CORPORATION FROM THE DAVID SCOTT TATE GAMING TRUST TO THE TATE OPERATIONS IRREVOCABLE TRUST COMMENCING IN 2026 THROUGH 2030

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) CONTINUOUS TRANSFERS OF INTEREST FOR THE YEARS 2026 THROUGH 2030 MUST BE ADMINISTRATIVELY APPROVED BY THE CHAIR OF THE NEVADA GAMING CONTROL BOARD OR THE CHAIR'S DESIGNEE PRIOR TO THE CONCLUSION OF EACH TRANSFER, AND SUCH APPROVAL IS CONTINGENT UPON PROVIDING DOCUMENTATION CONCERNING THE SOURCE OF FUNDS FOR EACH TRANSFER AND SUCH OTHER DOCUMENTATION REQUIRED BY THE NEVADA GAMING CONTROL BOARD INVESTIGATIONS DIVISION. NOTICE MUST BE PROVIDED TO THE NEVADA GAMING CONTROL BOARD AT LEAST 30 DAYS PRIOR TO EACH TRANSFER.

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FOR POSSIBLE ACTION:

08-11-25 N26-0040 Re: 00165-06
N26-0062 24255-02
BOOMER'S SPORTS BOOK LLC, dba
BOOMER'S SPORTS BOOK, dba
OJOS LOCOS SPORTS CANTINA Y CASINO – RACE BOOK AND SPORTS POOL
3227 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

db at

OJOS LOCOS SPORTS CANTINA Y CASINO
3227 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

**APPLICATION FOR A NONRESTRICTED GAMING LICENSE (RACE BOOK AND
SPORTS POOL ONLY)**

**APPLICATION FOR LICENSURE TO CONDUCT OFF-TRACK PARI-MUTUEL RACE
AND SPORTS WAGERING**

Re: 30291-01
03589-12
LUCKY LUCY D LLC, dba
OJOS LOCOS SPORTS CANTINA Y CASINO
3227 CIVIC CENTER DR
NORTH LAS VEGAS, NV 89030

**APPLICATION TO RECEIVE A PERCENTAGE OF GAMING REVENUE FROM THE
RACE BOOK AND SPORTS POOL, INCLUDING OFF-TRACK PARI-MUTUEL RACE
AND SPORTS WAGERING, OPERATED BY BOOMER'S SPORTS BOOK, DBA OJOS
LOCOS SPORTS CANTINA Y CASINO – RACE BOOK AND SPORTS POOL**

GCB RECOMMENDS: APPROVAL, LIMITED AND CONDITIONED:

**APPROVAL TO SHARE IN REVENUE TO EXPIRE AT MIDNIGHT OF THE NOVEMBER 2027 NEVADA GAMING
COMMISSION MEETING ON THE DAY THE ITEM IS HEARD.**

THE FOLLOWING CONDITIONS APPLY TO ALL APPLICATIONS:

- 1) THE SURVEILLANCE SYSTEM MUST BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.**
- 2) PRIOR TO THE COMMENCEMENT OF RACE BOOK AND SPORTS POOL AND/OR PARIMUTUEL WAGERING
POOL OPERATIONS, AN EXECUTED RESERVE AGREEMENT MUST BE RECEIVED AND APPROVED BY THE
NEVADA GAMING CONTROL BOARD (TAX & LICENSE DIVISION), PURSUANT TO NEVADA GAMING
COMMISSION REGULATIONS 5.225 AND 22.040.**
- 3) EXCEPT AS OTHERWISE PROVIDED FOR BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE
CHAIR'S DESIGNEE, THE TICKET WRITERS MUST BE EMPLOYEES OF BOOMER'S SPORTS BOOK LLC.**

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- 4) ANY CHANGE IN THE AGREEMENT OR THE CREATION OF ANY NEW AGREEMENT BETWEEN BOOMER'S SPORTS BOOK LLC AND OJOS LOCOS SPORTS CANTINA Y CASINO MUST BE REPORTED TO THE NEVADA GAMING CONTROL BOARD WITHIN 30 DAYS OF SUCH CHANGE.
- 5) PRIOR ADMINISTRATIVE APPROVAL BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE IS REQUIRED FOR BOOMER'S SPORTS BOOK LLC TO CONVERT A LOCATION FROM A KIOSK-ONLY OPERATION TO A MANNED SATELLITE OPERATION (WITH OR WITHOUT A KIOSK), OR FROM A MANNED SATELLITE OPERATION (WITH OR WITHOUT A KIOSK) TO A KIOSK-ONLY OPERATION. IF ANY LICENSED LOCATION UTILIZES BOTH A MANNED SATELLITE OPERATION AND A KIOSK, PRIOR ADMINISTRATIVE APPROVAL OF THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE IS REQUIRED PRIOR TO CLOSING FOR A PERIOD IN EXCESS OF 180 DAYS AND REOPENING THEREAFTER EITHER THE MANNED SATELLITE OPERATION OR THE KIOSK.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

09-11-25 N26-0018 Re: 05376-01
 N26-0104 35197-02
 WILLIAM HILL NEVADA I, dba
 WILLIAM HILL RACE BOOK AND SPORTS POOL, db at
 THE CASINO AT VIRGIN HOTELS LAS VEGAS
 4455 PARADISE RD
 LAS VEGAS, NV 89169

**APPLICATION FOR A NONRESTRICTED GAMING LICENSE
(RACE BOOK AND SPORTS POOL ONLY)**

**APPLICATION FOR LICENSURE TO CONDUCT OFF-TRACK PARI-MUTUEL RACE
AND SPORTS WAGERING**

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Re: 35145-01
17586-11
MGNV, LLC, dba
THE CASINO AT VIRGIN HOTELS LAS VEGAS
4455 PARADISE RD
LAS VEGAS, NV 89169

**APPLICATION TO RECEIVE A PERCENTAGE OF GAMING REVENUE FROM THE
RACE BOOK AND SPORTS POOL, INCLUDING OFF-TRACK PARI-MUTUEL RACE
AND SPORTS WAGERING, OPERATED BY WILLIAM HILL NEVADA I, DBA WILLIAM
HILL RACE BOOK AND SPORTS POOL, DB AT THE CASINO AT VIRGIN HOTELS
LAS VEGAS**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) PRIOR TO THE COMMENCEMENT OF COMPUTERIZED RACE BOOK AND SPORTS POOL AND/OR PARI-MUTUEL WAGERING POOL OPERATIONS, AN EXECUTED RESERVE AGREEMENT MUST BE RECEIVED AND APPROVED BY THE NEVADA GAMING CONTROL BOARD (AUDIT DIVISION), PURSUANT TO THE NEVADA GAMING COMMISSION REGULATIONS 5.225 AND 22.040.**
- 2) THE SURVEILLANCE SYSTEM MUST BE INSTALLED, INSPECTED, AND APPROVED BY THE NEVADA GAMING CONTROL BOARD ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE NEVADA GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.**
- 3) EXCEPT AS OTHERWISE PROVIDED FOR BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE, THE TICKET WRITERS MUST BE EMPLOYEES OF WILLIAM HILL NEVADA I.**
- 4) ANY CHANGE IN ANY AGREEMENT OR THE CREATION OF ANY NEW AGREEMENT BETWEEN WILLIAM HILL NEVADA I AND MGNV, LLC MUST BE REPORTED TO THE NEVADA GAMING CONTROL BOARD WITHIN 30 DAYS OF SUCH CHANGE.**
- 5) PRIOR ADMINISTRATIVE APPROVAL BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE IS REQUIRED FOR WILLIAM HILL NEVADA I TO CONVERT A LOCATION FROM A KIOSK OPERATION TO A MANNED SATELLITE OPERATION, OR FROM A MANNED SATELLITE OPERATION TO A KIOSK OPERATION. IF ANY LICENSED LOCATION UTILIZES BOTH A MANNED SATELLITE OPERATION AND A KIOSK OPERATION, PRIOR ADMINISTRATIVE APPROVAL OF THE NEVADA GAMING CONTROL BOARD CHAIR OR CHAIR'S DESIGNEE IS REQUIRED A PRIOR TO CLOSING OR REOPENING A MANNED SATELLITE OPERATION.**

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FOR POSSIBLE ACTION:

10-11-25 N26-0055 Re: 22733-01
WINNER'S GAMING, INC.
845 MAESTRO DR
RENO, NV 89511

HINCKLEY 2000 COMMUNITY TRUST – 33.3333%
SURVIVOR'S TRUST (183,750 Shares Common Stock)
(Transferor)

WINNER'S GAMING, INC. 33.3333%
(Transferee) (183,750 Shares Common Stock)

APPLICATION FOR DISPOSITION OF SECURITIES

GCB RECOMMENDS: APPROVAL.

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FOR POSSIBLE ACTION:

01-11-25 R25-0261 Re: 04292-09
5 Machines RED APPLE MARKET
 1109 STEWART AVE
 LAS VEGAS, NV 89101

MARVEN THANOON YOUNUS
Sole Proprietor

100%

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.
- 2) PRIOR TO THE ISSUANCE OF THE STATE GAMING LICENSE, THE LICENSEE SHALL ENTER INTO A SERVICE CONTRACT WITH A LICENSED SLOT ROUTE OPERATOR. THE TERM OF THE CONTRACT SHALL BE FOR AT LEAST A ONE YEAR PERIOD OF TIME.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

02-11-25 R25-0233 Re: 36899-01
7 Machines 20286-08
 OWENS & LAMB LLC, dba
 S & K MARKET
 1625 N LAMB BLVD
 LAS VEGAS, NV 89115

SAMIM HERMIZ BIDI
Member/Manager

100%

APPLICATION FOR A RESTRICTED GAMING LICENSE

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) A KEY EMPLOYEE APPLICATION MUST BE ON FILE WITH THE NEVADA GAMING CONTROL BOARD AT ALL TIMES AND REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.

NGC DISPOSITION:

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FOR POSSIBLE ACTION:

03-11-25 R25-0259 Re: 35465-01
THE TIMBERS, LLC
(dba Timbers Saloon)
124 E EIGHTH ST
CARSON CITY, NV 89701

CHERYL LARSEN WEBSTER 33%
(Transferor)

WEBSTER FAMILY GAMING TRUST 33%
(Transferee)
Member/Manager

DAVID LLOYD WEBSTER
Trustee/Beneficiary

CHERYL LARSEN WEBSTER
Trustee/Beneficiary

APPLICATION FOR A TRANSFER OF INTEREST

**APPLICATIONS FOR REGISTRATION OF THE WEBSTER FAMILY GAMING TRUST
AS A HOLDING COMPANY AND FOR FINDING OF SUITABILITY OF DAVID LLOYD
WEBSTER AND CHERYL LARSEN WEBSTER AS A TRUSTEE AND BENEFICIARY
OF THE WEBSTER FAMILY GAMING TRUST**

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS: APPROVAL.

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FOR POSSIBLE ACTION:

04-11-25 R25-0269 Re: 04789-01
R25-0270 36920-01
5 Machines UNITED COIN MACHINE CO., dba
 CENTURY GAMING TECHNOLOGIES, db at
 7-11 STORE #42298
 4086 S EASTERN AVE
 LAS VEGAS, NV 89119

NAAM SAHAI, INC.
Business Operator

BHARAT BHUSHAN TIKEYA	)
Shareholder/Director/President	)100%
	)JT
BAINU TIKEYA	)
Shareholder/Director/Secretary/Treasurer	)

APPLICATION FOR A RESTRICTED GAMING LICENSE

**APPLICATION FOR LICENSURE OF NAAM SAHAI, INC., TO RECEIVE A
PERCENTAGE OF GAMING REVENUE FROM UNITED COIN MACHINE CO., DBA
CENTURY GAMING TECHNOLOGIES, DB AT 7-11 STORE #42298**

APPLICATIONS FOR LICENSURE AS A SHAREHOLDER, DIRECTOR, AND OFFICER

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:

**DISPOSITION
RESTRICTED AGENDA
NOVEMBER 2025
PAGE 19**

FOR POSSIBLE ACTION:

05-11-25 R25-0188 Re: 36878-01
35614-02
15 Machines JOHNNY MAC'S WATER STREET TAVERN LLC, dba
JOHNNY MAC'S WATER STREET TAVERN
117 S WATER ST
HENDERSON, NV 89015

JOHN PAUL MCGINTY 100%
Member/Manager

APPLICATION FOR A RESTRICTED GAMING LICENSE

APPLICATION FOR LICENSURE AS A MEMBER AND 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:

FOR POSSIBLE ACTION:

06-11-25 R25-0216 Re: 36884-01
10-25 36281-02
15 Machines LEXIE'S BISTRO ON RAIDERS WAY, LLC, dba
LEXIE'S BISTRO
3610 SUNRIDGE HEIGHTS PKWY
HENDERSON, NV 89074

APPLICATION FOR A RESTRICTED GAMING LICENSE

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:

**DISPOSITION
RESTRICTED AGENDA
NOVEMBER 2025
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FOR POSSIBLE ACTION:

07-11-25 R26-0025 Re: 31072-01
37048-01
7 Machines JETT GAMING LLC, dba
TERRIBLE'S GAMING, db at
TERRIBLE'S #398
720 E CHEYENNE AVE STE 100
NORTH LAS VEGAS, NV 89030

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:

FOR POSSIBLE ACTION:

08-11-25 R25-0484 Re: 17471-01
37013-01
15 Machines MARKET GAMING, LLC, db at
SMITH'S FOOD AND DRUG
560 N STEPHANIE ST
HENDERSON, NV 89014

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- 1) A FULL-TIME ATTENDANT, AGE 21 OR OLDER, MUST BE ON DUTY AT ALL TIMES THE MACHINES ARE AVAILABLE TO THE PUBLIC FOR PLAY.
- 2) PRIOR TO THE ISSUANCE OF THE STATE GAMING LICENSE AN UPDATED DIAGRAM MUST BE RECEIVED AND ADMINISTRATIVELY APPROVED BY THE NEVADA GAMING CONTROL BOARD CHAIR OR THE CHAIR'S DESIGNEE.

NGC DISPOSITION:

**DISPOSITION
RESTRICTED AGENDA
NOVEMBER 2025
PAGE 21**

FOR POSSIBLE ACTION:

09-11-25 R25-0304 Re: 04789-01
28734-06
7 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
FUEL BROS EL CAPITAN
9010 W FLAMINGO RD
LAS VEGAS, NV 89147

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:

FOR POSSIBLE ACTION:

10-11-25 R25-0434 Re: 04789-01
32782-03
5 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
THE SPOT
8410 W DESERT INN RD
LAS VEGAS, NV 89117

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

**DISPOSITION
RESTRICTED AGENDA
NOVEMBER 2025
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FOR POSSIBLE ACTION:

11-11-25 R25-0435 Re: 04789-01
17590-02
15 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
THE IRISH SPOT
1350 E TROPICANA AVE
LAS VEGAS, NV 89119

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

12-11-25 R25-0347 Re: 04789-01
36956-01
4 Machines UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
ACE LIQUOR
6025 S DURANGO DR STE 100-110
LAS VEGAS, NV 89113

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:

**DISPOSITION
PUBLIC COMMENTS AGENDA
NOVEMBER 2025
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This public comments agenda item is provided in accordance with NRS 241.020(3)(d)(3) which requires an agenda 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.

PUBLIC COMMENTS AND DISCUSSION: No comments.

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 Control Board 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 Control Board would take action. Are we correct therefore that if Red Rock is found to have violated federal labor law, the Gaming Control Board 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.



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APPEARANCES (Continued)

ON BEHALF OF THE INTERVENOR:

KIMBERLEY C. WEBER, ESQ.

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

eScribers, LLC

October 17, 2025
Date



Good morning. My name is Jennifer Hanson. I work for Station Casinos as a banquet server. I started at Red Rock Casino Resort in November 2006 as an on call server. I spent ten years working my way up to the top of the A was laid off May 2020. My daughter and my son in law were also fired by Station Casinos on the same day and it happened to be the day that they brought their brand new baby home from the hospital. Their first child into their house they had just bought, and we had to try and keep it from my daughter who had just given birth that all three of us had just lost our jobs. Shortly thereafter. they unfortunately lost their house and had to move in with me. And then had to move to Colorado

to find work elsewhere since they were never called back to any Station's property. I was rehired by Red Rock in July 2021. To add insult to injury, I had to go into the office. And pull my name out of a hat to determine my seniority on the C list position. And I am now number 46 on the list, which is worse than when I was first hired there.

Today I wanted to tell you that I'm fighting to get back what I had. With a union contract, others like me and their family will not suffer from the lack of job security nor will they be forced to give up their seniority. Thank you.