



DISPOSITION NOVEMBER 2025 AGENDA

NEVADA GAMING COMMISSION

Nevada Legislature Office Building
7230 Amigo Street, Room 165
Las Vegas, NV 89119

November 20, 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 casino payouts. 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 Attachment 3.**

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

FOR POSSIBLE ACTION: Pursuant to NRS 241.035, approval of Nevada Gaming Commission Disposition for October 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. **COMPLAINT(S)**

FOR POSSIBLE ACTION: Consideration of the Stipulation for Settlement and Order, settling the Complaint filed in the matter of the **NEVADA GAMING CONTROL BOARD** vs. **CAESARS ENTERTAINMENT, INC. (PTC), and DESERT PALACE, LLC, dba CAESARS PALACE**, Case No. 25-03.

**Stipulation adopted as the Order of the NGC.
(Solis-Rainey voted no)**

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

FOR POSSIBLE ACTION: Consideration regarding appeal of:

1. Jerry Raphaelson, Case No. 25LV00216 – **Objection sustained.**
2. Joseph Auzenne, Case No. 25LV00334 – **Objection sustained.**

VII. APPEAL OF HORSE RACING VIOLATIONS

FOR POSSIBLE ACTION: Consideration of Mr. Ricardo Castillo, Jr.'s appeal of the Nevada Gaming Control Board's Order sustaining and modifying the Board of Stewards' Ruling regarding Mr. Castillo's Nevada horse racing license: Enforcement Case No.s 24EL00081, 24EL00083, 24EL00084, and 24EL00087.

NGCB Decision sustained, per NGC Order.

VIII. OTHER:

1. FOR POSSIBLE ACTION: Appointment of Commission Member to serve as Vice Chair of the Nevada Gaming Commission.

George M. Markantonis appointed as Vice Chair.

2. Administrative Reports
 - Board Chair – Update on December Agenda.
 - Commission Chair – No report.
 - Attorney General – No report.

- IX. 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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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		
Aria Resort & Casino, LLC	NR #11	Ojos Locos Sports Cantina Y Casino	NR #8
		Ojos Locos Sports Cantina Y Casino -	
Barley's Casino & Brewing Company	NR #2	Race Book and Sports Pool	NR #8
Bellagio, LLC	NR #11	Owens & Lamb LLC	R #2
BetMGM, LLC	NR #11		
Bidi, Samim Hermiz	R #2	Peppermill Casinos, Inc.	NR #5
Boomer's Sports Book	NR #8	Pioneer TopCo GP, LLC	NR #4
Boomer's Sports Book LLC	NR #8	Project CC, LLC	NR #11
Carson City Gaming Company, LLC	NR #7	Red Apple Market	R #1
Casino at Virgin Hotels Las Vegas, The	NR #9	Red Rock Resorts, Inc. (PTC)	NR #1
Century Gaming Technologies	R #4, 9, 10, 11, 12	Rihel, Bobbie Sue	NR #2
Chichester, Lowell Francis	NR #7	Rotem, Gil	NR #6
CityCenter Holdings, LLC	NR #11		
Cootey, Stephen Lawrence	NR #1	S & K Market	R #2
		SC SP 2 LLC	NR #2
David Scott Tate Gaming Trust	NR #7	SC SP 4 LLC	NR #2
Den LV, The	NR #1	SCT Holdco LLC	NR #1
		SCT Tropicana & Grand Canyon LLC	NR #1
Fernley Nugget Corporation	NR #7	Seeno, Albert Dominic, Jr.	NR #5
Fuel Bros El Capitan	R #9	Seeno, Sandra Lee	NR #5
		Smith's Food and Drug	R #8
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
Hornbuckle, William Joseph, IV	NR #11	Tate, Carter Allen	NR #7
		Terrible's #398	R #7
IGT	NR #6	Terrible's Gaming	R #7
Irish Spot, The	R #11	Tikeya, Bainu	R #4
		Tikeya, Bharat Bhushan	R #4
Jenkin, Thomas Michael	NR #4	Timbers, LLC, The	R #3
JETT Gaming LLC	R #7	Town Center Amusements, Inc.,	
Johnny Mac's Water Street Tavern	R #5	A Limited Liability Company	NR #2
Johnny Mac's Water Street Tavern LLC	R #5		
		United Coin Machine Co.	R #4, 9, 10, 11, 12
Lexie's Bistro	R #6		
Lexie's Bistro On Raiders Way, LLC	R #6	W.C.W. Corporation	NR #7
Lucky Lucy D LLC	NR #8	Webster Family Gaming Trust	R #3
		Webster, Cheryl Larsen	R #3
Market Gaming, LLC	R #8	Webster, David Lloyd	R #3
McGinty, John Paul	R #5	Welch, Jeffrey Thomson	NR #1
MGM CC, LLC	NR #11	Wendover Casinos, Inc.	NR #5
MGNV, LLC	NR #9		
Mirage Resorts, LLC	NR #11		

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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		

NGC DISPOSITION: APPROVED, FOURTEENTH ORDER OF REGISTRATION - SAME.

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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: APPROVED.

03-11-25 REMOVED FROM AGENDA.

04-11-25 **N22-0606** **Re:** 35564-01
PIONEER TOPCO GP, LLC
9 W 57TH ST 42ND FL
NEW YORK, NY 10019

APPLICATION FOR FINDING OF SUITABILITY AS A MANAGER

NGC DISPOSITION: APPROVED.

05-11-25 N26-0068 Re: 17183-01
PEPPERMILL CASINOS, INC.
90 W GROVE ST STE 600
RENO, NV 89509

SANDRA LEE SEENO (Transferee) Shareholder	5.165% (1,033 Class B Non-Voting Shares)
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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 PEPPERMILL CASINOS, INC., AS GRANTED IN JUNE 2025

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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)
SANDRA LEE SEENO (Transferor)	5.165% (1,033 Class B Non-Voting Shares)
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)
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)
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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)
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**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: APPROVED, CONDITIONED – SAME.

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.

NGC DISPOSITION: APPROVED.

FOR POSSIBLE ACTION:

CARTER ALLEN TATE
Beneficiary

APPLICATION FOR APPROVAL OF CONTINUOUS TRANSFERS OF INTEREST OF UP TO 44% OF THE NON-VOTING MEMBERSHIP INTEREST OF CARSON CITY GAMING COMPANY, LLC, FROM THE DAVID SCOTT TATE GAMING TRUST TO THE TATE OPERATIONS IRREVOCABLE TRUST COMMENCING IN 2026 THROUGH 2030

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

DAVID SCOTT TATE GAMING TRUST (Transferor)	1% (25 Non-Voting Shares)
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TATE OPERATIONS IRREVOCABLE TRUST (Transferee) Shareholder	1% (25 Non-Voting Shares)
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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 (Transferor)	1% (25 Non-Voting Shares)
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TATE OPERATIONS IRREVOCABLE TRUST (Transferee) Shareholder	1% (25 Non-Voting Shares)
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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.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

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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: APPROVED, CONDITIONED – SAME.

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.**

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

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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.

NGC DISPOSITION: APPROVED.

FOR POSSIBLE ACTION:

11-11-25 N23-0221 Re: 33220-01
10-25 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**

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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

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.

10/23/25 NGC DISPOSITION: CONTINUED TO NOVEMBER 2025 NGC MEETING.

NGC DISPOSITION: APPROVED.

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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: APPROVED, CONDITIONED – SAME.

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: APPROVED, CONDITIONED – SAME.

**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.

NGC DISPOSITION: APPROVED.

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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: APPROVED, CONDITIONED – SAME.

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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
Member/Manager

100%

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: APPROVED, CONDITIONED – SAME.

NGC DISPOSITION: APPROVED, CONDITIONED – SAME.

**DISPOSITION
RESTRICTED AGENDA
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PAGE 21**

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: APPROVED, CONDITIONED – SAME.

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: APPROVED, CONDITIONED – SAME.

**DISPOSITION
RESTRICTED AGENDA
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PAGE 22**

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: APPROVED, CONDITIONED – SAME.

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: APPROVED.

**DISPOSITION
RESTRICTED AGENDA
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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: APPROVED.

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: APPROVED, CONDITIONED – SAME.

SOUTH POINT SPORTSBOOK ODDS OFF THE BOARD

STRAIGHT BETS PAY 10 TO 11 UNLESS
OTHERWISE SPECIFIED !

PARLAY ODDS	
TEAMS	PAYS
2	13 TO 5
3	6 TO 1
4	11 TO 1
5	22 TO 1
6	40 TO 1
7	75 TO 1
8	150 TO 1

TOTAL # OF TEAMS	ROUND ROBIN PARLAY				
	NUMBER OF PARLAYS INVOLVING:				
	2 TEAMS	3 TEAMS	4 TEAMS	5 TEAMS	6 TEAMS
2	1				
3	3	1			
4	6	4	1		
5	10	10	5	1	
6	15	20	15	6	1
7	21	35	35	21	7
8	28	56	70	56	28

PRO FOOTBALL TEASER ODDS			
TEAMS	6 POINTS	6.5 POINTS	7 POINTS
2	-125	-140	-150
3	7 TO 5	6 TO 5	EVEN
4	12 TO 5	11 TO 5	9 TO 5
5	4 TO 1	7 TO 2	3 TO 1
6	11 TO 2	5 TO 1	9 TO 2
7	8 TO 1	7 TO 1	6 TO 1
8	10 TO 1	9 TO 1	8 TO 1

COLLEGE FOOTBALL TEASER ODDS			
TEAMS	6 POINTS	6.5 POINTS	7 POINTS
2	EVEN	10 TO 11	5 TO 6
3	9 TO 5	8 TO 5	3 TO 2
4	3 TO 1	5 TO 2	2 TO 1
5	9 TO 2	4 TO 1	7 TO 2
6	7 TO 1	6 TO 1	5 TO 1
7	9 TO 1	8 TO 1	13 TO 2
8	12 TO 1	10 TO 1	9 TO 1

BASKETBALL TEASER ODDS			
TEAMS	5 POINTS	5.5 POINTS	6 POINTS
2	10 TO 11	5 TO 6	10 TO 13
3	3 TO 2	13 TO 10	11 TO 10
4	2 TO 1	9 TO 5	3 TO 2
5	7 TO 2	3 TO 1	5 TO 2
6	5 TO 1	4 TO 1	3 TO 1
7	7 TO 1	6 TO 1	5 TO 1
8	8 TO 1	7 TO 1	6 TO 1

MONEY LINE CONVERSIONS

-101	0.9901	-121	0.8264	-141	0.7092	-161	0.6211	-181	0.5525
-102	0.9804	-122	0.8197	-142	0.7042	-162	0.6173	-182	0.5495
-103	0.9709	-123	0.8130	-143	0.6993	-163	0.6135	-183	0.5464
-104	0.9615	-124	0.8065	-144	0.6944	-164	0.6098	-184	0.5435
-105	0.9524	-125	0.8000	-145	0.6897	-165	0.6061	-185	0.5405
-106	0.9434	-126	0.7937	-146	0.6849	-166	0.6024	-186	0.5378
-107	0.9346	-127	0.7874	-147	0.6803	-167	0.5988	-187	0.5648
-108	0.9259	-128	0.7813	-148	0.6757	-168	0.5952	-188	0.5319
-109	0.9174	-129	0.7752	-149	0.6711	-169	0.5917	-189	0.5291
-110	0.9091	-130	0.7692	-150	0.6667	-170	0.5882	-190	0.5263
-111	0.9009	-131	0.7634	-151	0.6623	-171	0.5848	-191	0.5236
-112	0.8929	-132	0.7576	-152	0.6579	-172	0.5814	-192	0.5208
-113	0.8850	-133	0.7519	-153	0.6536	-173	0.5780	-193	0.5181
-114	0.8772	-134	0.7463	-154	0.6494	-174	0.5747	-194	0.5155
-115	0.8696	-135	0.7407	-155	0.6452	-175	0.5714	-195	0.5128
-116	0.8621	-136	0.7353	-156	0.6410	-176	0.5682	-196	0.5102
-117	0.8547	-137	0.7299	-157	0.6369	-177	0.5650	-197	0.5076
-118	0.8475	-138	0.7246	-158	0.6329	-178	0.5618	-198	0.5051
-119	0.8403	-139	0.7194	-159	0.6289	-179	0.5587	-199	0.5025
-120	0.8333	-140	0.7143	-160	0.6250	-180	0.5556	-200	0.5000
-210	0.4762	-250	0.4000	-290	0.3448	-330	0.3030	-370	0.2703
-220	0.4545	-260	0.3846	-300	0.3333	-340	0.2941	-380	0.2632
-230	0.4348	-270	0.3704	-310	0.3226	-350	0.2857	-390	0.2564
-240	0.4167	-280	0.3571	-320	0.3125	-360	0.2778	-400	0.2500

Good morning. Aira Duyanen for the Culinary Union. My comment today regards an order made by a US District Court Judge in response to a petition that Station Casinos filed in Nevada District Court. On September 30, 2025, Judge Anne R. Traum denied Red Rock's petition for a "preliminary injunction against the National Labor Relations Board, its General counsel, and the presiding Administrative Law Judge" to halt administrative proceedings before the ALJ.

Red Rock seeks to halt one of the largest labor law enforcement actions in U.S. History. For years, the National Labor Relations Board's general counsel has been litigating an unfair labor practice complaint alleging that Station Casinos "engaged in a scheme to use employee layoffs during the COVID-19 pandemic to undermine unions representing or seeking to represent their employees."

The district court denied Station's request for an injunction against the labor law proceedings, and dismissed Station's claim that the remedies that the NLRB General Counsel is seeking in the case violate Station's right to a jury trial under the Seventh Amendment.

Judge Traum wrote "other courts have considered" Red Rock's Seventh Amendment claim and, like the Nevada District Court, have concluded that they have no jurisdiction to it. Rather, it must be brought before a court of appeal when Station eventually loses the NLRB trial, which we are sure it will. Judge Traum further ruled that the federal Norris-LaGuardia Act barred her from issuing the injunction that Station sought, and that to rule otherwise "would require this Court to ignore controlling case law and defy the traditional canons [of] statutory interpretation."

Although Stations has appealed Judge Traum's decision to the Ninth Circuit, we are confident that her ruling will stand. It comes as no surprise that the company, a Nevada gaming license holder who has violated federal labor law repeatedly in the past, is appealing its district court defeat, and we are confident that its appeal will fail as well. Thank you.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RED ROCK RESORTS, INC., et al.,
Plaintiffs,
v.
NATIONAL LABOR RELATIONS
BOARD, et al.;
Defendants,
LOCAL JOINT EXECUTIVE BOARD
OF LAS VEGAS,
Intervenor.

Case No. 2:24-cv-01966-ART-BNW

**ORDER ON MOTION FOR
PRELIMINARY INJUNCTION AND
ASSOCIATED MOTIONS**

(ECF Nos. 12, 13, 28,
33, 36, 38, 49, 54)

Plaintiffs Red Rock Resorts and associated resort-casinos (“Plaintiffs”) sued the National Labor Relations Board for declaratory and injunctive relief in administrative proceedings before Administrative Law Judges. Plaintiffs seek a preliminary injunction against the National Labor Relations Board, its General Counsel, and the presiding Administrative Law Judge (“Defendants”) to halt these proceedings which they claim are unconstitutional. (ECF No. 13.) The National Labor Relations Board and Intervenor Union Local Joint Executive Board of Las Vegas (“the Union”) oppose Plaintiffs’ motion, arguing that this Court lacks jurisdiction over Plaintiffs’ Seventh Amendment claim and lacks jurisdiction on this record to grant injunctive relief under the Norris-LaGuardia Act, 29 U.S.C. § 101 *et seq.*, which prohibits federal courts from granting injunctions in cases arising out of labor disputes unless the moving party shows an exception applies.

The Court holds that Plaintiffs’ Seventh Amendment claim must be dismissed for lack of jurisdiction. The Court further holds with respect to Plaintiffs’ remaining claims that because this case involves a labor dispute, the Norris-LaGuardia Act applies and bars injunctive relief here. Accordingly, the Court denies Plaintiffs’ motion for a preliminary injunction.

1 **I. BACKGROUND**

2 Plaintiffs seek to enjoin on constitutional grounds pending National Labor
3 Relations Board (“NLRB”) proceedings. (ECF No. 13.) Those proceedings are
4 meant to resolve charges of unfair labor practices alleged by the Union. The Court
5 briefly summarizes the relevant functions of the NLRB before turning to the
6 pending proceedings involving Plaintiffs, Defendants, and the Union.

7 **A. The NLRB Adjudicates Claims Involving Rights to Unionize.**

8 Congress established the NLRB through the National Labor Relations Act
9 (“NLRA”). 29 U.S.C. § 160. The stated policy of the NLRA is to protect workers’
10 “full freedom of association, self-organization, and designation of representatives
11 of their own choosing, for the purpose of negotiating the terms and conditions of
12 their employment or other mutual aid or protection.” *Id.* § 151.

13 The only way unions, employees, or employers may enforce their rights
14 under the NLRA is through proceedings before the NLRB. *See id.* § 160(a), (b); *see*
15 *also Int’l Union, United Auto., Aerospace & Agr. Implement Workers of Am. AFL-*
16 *CIO, Loc. 283 v. Scofield*, 382 U.S. 205, 221 n.18 (1965) (“since 1947,” the NLRB
17 has served “substantially as an organ for adjudicating private disputes”). The
18 NLRB’s adjudications begin when unions, workers, employers, or anyone else
19 files charges with the NLRB General Counsel. 29 U.S.C. § 153(d). If the General
20 Counsel finds that the charges have merit, that office issues a complaint against
21 the charged party. *Id.* § 160(b).

22 Following the complaint, the charged party has a hearing, generally before
23 an Administrative Law Judge (“ALJ”). 29 C.F.R. § 102.34. The ALJ’s role is to
24 develop an administrative record, then issue a “proposed report, together with a
25 recommended order” to the NLRB. *Id.* § 160(c). Parties may then appeal the ALJ’s
26 ruling to the NLRB, which has broad authority to modify or rewrite the ALJ’s
27 decision. *See id.*; 29 C.F.R. § 102.46(a).

28 The NLRB itself has “[n]o power to enforce an order.” *Myers v. Bethlehem*

1 *Shipbuilding Corp.*, 303 U.S. 41, 48 (1938). To enforce its orders, it must seek an
 2 injunction through the appropriate federal circuit court. *Id.*; 29 U.S.C. §§ 160(e),
 3 (h). The circuit court may then examine “all questions of constitutional right or
 4 statutory authority.” *Myers*, 303 U.S. at 49 (citing *NLRB v. Jones & Laughlin Steel*
 5 *Corp.*, 301 U.S. 1, 46, 47 (1937)). Until a circuit court affirms the order, “no
 6 penalty accrues for disobeying it.” *Id.* at 48; see also *Mitchellace, Inc. v. NLRB*, 90
 7 F.3d 1150, 1159 (6th Cir. 1996) (“An NLRB remedial order is not self-executing
 8 and the respondent can violate it with impunity until a court of appeals issues
 9 an order enforcing it.”).

10 **B. Plaintiffs’ Employees Organize for a Union.**

11 In 2016 and 2017, hundreds of food and beverage workers at Plaintiffs’
 12 resort-casinos elected the Union to bargain on their behalf regarding their terms
 13 of employment. (See ECF No. 21 at 39; ECF No. 20 at 14.) Orders from ALJs and
 14 this Court required Plaintiffs to recognize the Union at other facilities. See
 15 *Overstreet v. NP Red Rock, LLC*, 2:20-cv-02351-GMN-VCF, 2021 WL 3064120 (D.
 16 Nev. Jul. 20, 2021), *motion for stay pending appeal denied*, 2021 WL 6773091 (D.
 17 Nev. Aug. 6, 2021), *aff’d*, 2021 WL 5542167 (9th Cir. Nov. 26, 2021), *vacated by*
 18 *stipulation*, 2024 WL 5688873; *In re: NP Red Rock LLC*, 373 N.L.R.B. No. 67 (June
 19 17, 2024), *appeal docketed*, No. 24-1221 (D.C. Cir. Jun. 26, 2024).

20 The Union alleges that Plaintiffs undertook anti-Union campaigns using
 21 unfair labor practices, and these campaigns led to workers voting to decertify the
 22 Union at many of Plaintiffs’ resort-casinos. (ECF No. 21 at 40–42.) The Union filed
 23 charges with the NLRB on those grounds. (See ECF No. 14.) The NLRB General
 24 Counsel brought the Union’s charges to an ALJ. These are the proceedings that
 25 Plaintiffs seek to enjoin. (See ECF No. 13 at 17.)

26 **C. The NLRB Begins Resolving Unfair Labor Practice Charges** 27 **Against Plaintiffs.**

28 The ALJs overseeing the NLRB General Counsel’s charges consolidated

1 them into two separate proceedings: Citywide I and Citywide II. NLRB Case 28-
2 CA-228052 et al. (“Citywide I”); NLRB Case 28-CA-276613 et al. (“Citywide II”);
3 (ECF No. 21 at 42.)

4 In Citywide I, the NLRB General Counsel alleged that Plaintiffs illegally
5 infringed on their employees’ right to organize. According to the charges, Plaintiffs
6 fired employees who had filed labor charges with the NLRB or testified in NLRB
7 proceedings. (ECF No. 14 at 95.) Managers told employees that the Union would
8 never reach a contract with Plaintiffs, that employees would lose their benefits if
9 they supported the Union, and that employees “would have to watch their
10 coworkers burn to the ground because they would not be able to help them if
11 they selected [the Union] as their collective-bargaining representative.” (ECF No.
12 14 at 60, 63.) A management employee allegedly threatened laid-off employees
13 during the COVID-19 pandemic that Plaintiffs “would not consider for hire
14 applicants who previously worked for [Plaintiffs’ casinos] and had a history of
15 supporting the Union.” (*Id.* at 78.) Plaintiffs allegedly carried out that threat
16 against many employees who had supported the Union. (*Id.* at 90–91, 93.)

17 The Citywide I charges also allege that Plaintiffs treated more favorably
18 employees who opposed the Union. Allegedly, after one of Plaintiffs’ employees
19 circulated a petition to decertify the Union, Plaintiffs named her “employee of the
20 year,” gave her five days paid time off, a \$2,500 cash award, and “a teardrop-
21 shaped art glass trophy,” and posted her “name and image and a congratulatory
22 message on a billboard” outside the casino. (ECF No. 14 at 74–76, 80.) Plaintiffs
23 allegedly provided similar benefits to other employees who vocally opposed the
24 Union. (*Id.* at 81–82.)

25 In Citywide II, the NLRB General Counsel alleged that Plaintiffs engaged in
26 further unfair labor practices during and after the pandemic. Allegedly, Plaintiffs
27 strategically fired workers who had supported the Union and then engaged in
28 mass hiring of new workers, violating a Nevada law that required them to rehire

1 workers laid off due to the pandemic. (ECF No. 21 at 42; ECF No. 14 at 182.)
2 Allegedly, Plaintiffs disciplined an employee because she had complained to the
3 NLRB that a supervisor had sexually harassed her. (ECF No. 14 at 195–96, 219.)
4 One of Plaintiffs’ employees allegedly bragged about supervisors “giving him
5 accolades for disciplining employees who supported [the Union] and participated
6 in [NLRB] investigations.” (*Id.* at 198.)

7 The consolidation orders in both proceedings detail several other examples
8 of alleged unfair labor practices. (*See* ECF No. 14.) Both Citywide proceedings are
9 ongoing. (*See* ECF No. 53 at 11.)

10 **D. Plaintiffs Sue to Enjoin the NLRB’s Proceedings.**

11 While the Citywide proceedings were ongoing, Plaintiff sued in this Court
12 for declaratory and injunctive relief against NLRB members, the NLRB General
13 Counsel, NLRB staff, and at least one ALJ based on allegedly unconstitutional
14 removal protections, separation of powers violations, and violation of Plaintiffs’
15 right to a jury trial. (ECF No. 1.)

16 Despite the Union’s efforts since 2016—winning elections to represent
17 several thousand workers in many of Plaintiffs’ casino-resorts—the Union has
18 since been decertified at all but one of Plaintiffs’ casinos, and Plaintiffs have
19 avoided ever entering collective bargaining with the Union. (ECF No. 21 at 42.)

20 **II. PROCEDURAL HISTORY**

21 After filing suit, Plaintiffs moved for a preliminary injunction against the
22 NLRB and ALJ to halt the proceedings pending resolution of their constitutional
23 challenges. (ECF No. 13.) The NLRB responded on both the merits of Plaintiffs’
24 motion for an injunction and on jurisdictional grounds. (ECF No. 20.) The Union
25 also moved to intervene, with no opposition from Plaintiffs or Defendants, and its
26 motion was granted by the Court. (ECF Nos. 19-1, 39). The Union has filed
27 additional arguments and evidence in favor of denying Plaintiffs’ motion. (ECF
28 Nos. 21, 40.)

1 The judge previously assigned to this case held a hearing to confirm
2 whether Plaintiffs wanted an evidentiary hearing on their preliminary injunction
3 motion, which Plaintiffs declined, stating, “[T]his is a purely legal question. There
4 is absolutely no need whatsoever for any witnesses.” (ECF No. 53 at 5.)

5 **III. STANDARD OF REVIEW**

6 **A. Jurisdiction**

7 In matters of jurisdiction, federal courts possess “only that power
8 authorized by Constitution and statute,” “which is not to be expanded by judicial
9 decree.” *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994).
10 “Federal courts have an independent obligation to ensure that they do not exceed
11 the scope of their jurisdiction, and therefore they must raise and decide
12 jurisdictional questions.” *Henderson ex rel. Henderson v. Shinseki*, 562 U.S. 428,
13 434 (2011). It is the burden of the party asserting jurisdiction to show that it
14 applies. *Kokkonen*, 511 U.S. at 377. (citing *McNutt v. Gen. Motors Acceptance*
15 *Corp.*, 298 U.S. 178, 182–83 (1936)).

16 **B. Preliminary Injunction**

17 A preliminary injunction is an “extraordinary” and “drastic” remedy that
18 requires the moving party to clearly show that they carry have carried their
19 burden of persuasion. *Mazurek v. Armstrong*, 520 U.S. 968, 972 (1997) (cleaned
20 up). A movant seeking preliminary injunctive relief must show that they are likely
21 to succeed on the merits, that they are likely to suffer irreparable harm in the
22 absence of preliminary relief, that the balance of equities tips in their favor, and
23 that an injunction is in the public interest. *Winter v. Nat. Res. Def. Council, Inc.*,
24 555 U.S. 7, 20 (2008). In cases against the government, the last two factors merge
25 into one. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir.), *as*
26 *amended* (Jan. 14, 2014).

27 While *Winter* requires a plaintiff to show likelihood of irreparable harm, the
28 Ninth Circuit applies a sliding scale approach to the other factors. *All. for the Wild*

1 *Rockies v. Cottrell*, 632 F.3d 1127, 1134–35, 1139 (9th Cir. 2011). The Court may
2 grant an injunction even if a party makes a lesser showing than likelihood of
3 success on the merits, provided that the parties make strong showings on the
4 remaining factors. *See Disney Enters., Inc. v. VidAngel, Inc.*, 869 F.3d 848, 856
5 (9th Cir. 2017) (citing *Garcia v. Google Inc.*, 786 F.3d 733, 740 (9th Cir. 2015)).

6 **IV. ANALYSIS**

7 Plaintiffs seek preliminary injunctive relief for three constitutional claims.
8 First, they argue that the NLRB’s proceedings violate Plaintiffs’ Seventh
9 Amendment right to a jury trial. Second, they argue that the structure of the
10 NLRB generally violates separation of powers, which they argue denies Plaintiffs
11 due process in their adjudication. Third, they argue that NLRB ALJs and Board
12 Members are unconstitutionally insulated from removal, and any proceedings
13 before them are therefore illegitimate and must be halted.

14 The NLRB and the Union respond that this Court lacks subject-matter
15 jurisdiction to hear Plaintiffs’ Seventh Amendment claim. They also argue that
16 this Court lacks jurisdiction to issue Plaintiffs’ requested injunction because the
17 Norris-LaGuardia Act (“NLGA”) prohibits federal district courts from issuing
18 injunctions in cases arising out of or involving labor disputes. To the extent the
19 NLGA does not bar injunctive relief, the NLRB and the Union argue that Plaintiffs
20 have not shown irreparable harm on their removability and separation-of-powers
21 claims.

22 The Court holds that it lacks subject-matter jurisdiction over Plaintiffs’
23 Seventh Amendment claim. It then holds that the NLGA prevents it from issuing
24 an injunction because this case grows out of or involves a labor dispute, and
25 Plaintiffs have not sought an injunction under the NLGA. For these reasons, the
26 Court declines in the context of this motion to reach the merits of Plaintiffs’
27 constitutional claims.

A. This Court Lacks Subject-Matter Jurisdiction to Hear Plaintiffs’ Seventh Amendment Challenge.

Plaintiffs argue that the General Counsel’s intent to seek compensatory or consequential damages unconstitutionally violates their Seventh Amendment right to a jury trial under *SEC v. Jarkesy*, 603 U.S. 109, 122 (2024). They claim that the NLRA only authorizes the Board to remedy unfair labor practices through injunctive relief, not monetary remedies. The NLRB and the Union argue that this Court lacks subject-matter jurisdiction to hear this claim, applying *Axon Enters., Inc. v. FTC*, 598 U.S. 175 (2023). Like other courts that have considered this issue, the Court concludes that it lacks jurisdiction to hear this claim because it falls within the statutory review scheme of the NLRA. *See VHS Acquisition Subsidiary No. 7 v. NLRB (VHS Acquisition)*, No. 1:24-CV-02577, 2024 WL 4817175 at *3–4 (D.D.C. Nov. 17, 2024), *appeal dismissed sub nom.*, No. 24-5270, 2024 WL 5232662 (D.C. Cir. Dec. 26, 2024); *Nexstar Media, Inc. Grp. v. NLRB*, 746 F.Supp.3d 464, 470–73 (N.D. Ohio 2024).

The issue here concerns whether this Court has jurisdiction to hear Plaintiffs’ claim that the NLRB lacks statutory authority to potentially seek compensatory or consequential damages. The NLRA review scheme provides for review of a final NLRB order in the United States court of appeals. 29 U.S.C. § 160(f) (“Any person aggrieved by a final order of the Board ... may obtain a review of such order in any United States court of appeals”). This section further provides that a party aggrieved by a decision of the Board must make its case first to the agency and then to the court of appeals. *Id.* § 160(e) (“No objection that has not been urged before the Board shall be considered by the court”); *see also Free Enter. Fund. v. Public Co. Accounting Oversight Bd.*, 561 U.S. 477, 489 (2010) (noting that statutory schemes for agency review “[g]enerally” are “exclusive”). The NLRA is similar to other statutory review schemes in which Congress, by specifying that judicial review is in the courts of appeals, implicitly

1 stripped jurisdiction from district courts to hear and adjudicate agency
 2 proceedings. *See Axon*, 598 U.S. at 185; *see Free Enter. Fund*, 561 U.S. at 489.
 3 The Supreme Court has recognized that in this kind of statutory review scheme,
 4 “[t]he agency . . .fills in for the district court, with the court of appeals providing
 5 judicial review.” *Axon*, 598 U.S. at 185.

6 The Court in *Axon* articulated the test to determine when a district court
 7 has jurisdiction to hear a challenge to an agency action before the agency has
 8 made a final decision reviewable by a court of appeals. *VHS Acquisition*, 2024 WL
 9 4817175 at *3–4 (citing *Axon*, 598 U.S. at 180 and *Bohon v. Fed. Energy Regul.*
 10 *Comm.*, 92 F.4th 1121, 1123 (D.C. Cir. 2024) (holding that the *Axon* test
 11 determines district court jurisdiction “before there [is] an agency order to
 12 challenge”)). To make this determination, courts must weigh the three *Thunder*
 13 *Basin* factors: first, whether the statutory scheme forecloses all meaningful
 14 judicial review of the claim; second, whether the claim is wholly collateral to the
 15 statute’s review provisions; and third, whether the claim is outside the agency’s
 16 expertise. *Axon*, 598 U.S. at 186 (citing *Thunder Basin Coal Co. v. Reich*, 510 U.S.
 17 200, 212–13 (1994)).

18 The courts that have applied this test to NLRB proceedings have found that
 19 all three *Thunder Basin* factors show that district courts lack jurisdiction to
 20 review such claims. *VHS Acquisition*, 2024 WL 4817175 at *3–4; *Nexstar Media,*
 21 *Inc. Grp.*, 746 F.Supp.3d at 470–73; *see also Millennium Hous. Mgmt. v. HUD*, No.
 22 1:24-CV-02084, 2025 WL 1222589 (N.D. Ohio Apr. 28, 2025) at *6–8 (applying
 23 similar analysis to adjudication by HUD ALJ). This Court weighs these factors in
 24 light of Plaintiffs’ challenge.

25 The first *Thunder Basin* factor weighs against district court jurisdiction
 26 because the NLRA does not foreclose meaningful judicial review of Plaintiffs’
 27 Seventh Amendment claim. The NLRB’s orders are not self-enforcing. *See Myers*,
 28 303 U.S. at 48–49; 29 U.S.C. § 160(f). Instead, the NLRB must seek circuit court

1 approval to enforce its orders. Thus, Plaintiffs will have the opportunity to
2 challenge any order seeking damages at the circuit court before being required to
3 comply. *See e.g., Thryv, Inc. v. NLRB*, 102 F.4th 727 (5th Cir. 2024) (declining to
4 enforce part of NLRB’s order). The NLRA provides Plaintiffs meaningful judicial
5 review of any order that they claim exceeds the NLRB’s statutory authority.

6 The second *Thunder Basin* factor also weighs against district court
7 jurisdiction because Plaintiffs’ Seventh Amendment claim is not collateral to the
8 adjudication. A claim is wholly collateral when it challenges the agency’s “power
9 to proceed at all,” instead of “how that power was wielded.” *Axon*, 598 U.S. at
10 193. Plaintiffs’ Seventh Amendment claim rests entirely on the possibility of the
11 NLRB imposing certain penalties. (See ECF No. 27 at 28 (reiterating argument
12 the NLRB lacks “power to proceed at all *to seek money and punitive damages*”)
13 (emphasis added).) Despite Plaintiffs’ “attempt to frame these claims as structural
14 . . . [they are] really an attack upon the potential remedy that the . . . ALJ might
15 ultimately impose.” *Millennia Hous. Mgmt.*, 2025 WL 1222589, at *7. Plaintiffs’
16 Seventh Amendment argument is not collateral to proceedings that will consider
17 what remedies, if any, to impose against Plaintiffs.

18 The third *Thunder Basin* factor also weighs against district court
19 jurisdiction because Plaintiffs’ Seventh Amendment claim is not outside of the
20 NLRB’s expertise. The NLRB has “broad discretionary power to devise remedies
21 to effectuate the policies of the [NLRA].” *VHS Acquisition*, 2024 WL 4817175 at *4
22 (citing *Fibreboard Paper Prod. Corp. v. NLRB*, 379 U.S. 203, 216 (1964)) (internal
23 formatting omitted). As the court in *VHS Acquisition* observed with respect to an
24 identical challenge, Plaintiffs’ claim is statutory, not constitutional, in nature
25 because they argue that the NLRB lacks statutory authority to impose certain
26 remedies, namely compensatory or consequential damages. *Id.* Further, even
27 assuming this claim is characterized as a constitutional challenge, “the Supreme
28 Court has sanctioned agency review of constitutional questions when they arise

1 in the context of a distinct enforcement action and do not challenge the ability of
 2 the agency to act *writ large*.” *Id.* (quoting *Elgin v. Dep’t of Treasury*, 567 U.S. 1,
 3 23 (2012); *Thunder Basin*, 510 U.S. at 214–15). *Elgin* confirms that when
 4 Congress vests exclusive review in an agency, that includes constitutional
 5 challenges. 567 U.S. at 23. Accordingly, the NLRB is competent to resolve in the
 6 first instance its authority to impose certain financial penalties.

7 Accordingly, the *Thunder Basin* factors all weigh against this Court
 8 exercising jurisdiction over Plaintiffs’ Seventh Amendment claim. This Court
 9 lacks jurisdiction to hear this claim, and, accordingly, dismisses it.

10 **B. The Norris-LaGuardia Act Removes This Court’s Jurisdiction to**
 11 **Issue Injunctions in Cases Involving Labor Disputes.**

12 Plaintiffs argue that the Norris-LaGuardia Act (“NLGA”) does not apply
 13 because this case does not arise out of or involve a labor dispute and does not
 14 strip district courts of their powers to issue injunctive relief here. The NLRB and
 15 the Union respond that the NLGA applies and bars injunctive relief in this case.

16 Beginning with the text, the NLGA generally bars injunctive relief,
 17 providing, “[n]o court of the United States . . . shall have jurisdiction to issue
 18 any . . . temporary or permanent injunction in a case involving or growing out of
 19 a labor dispute . . . nor shall any such restraining order or temporary or
 20 permanent injunction be issued contrary to the public policy declared in this
 21 chapter.” 29 U.S.C. § 101.¹ As the statute explains, this broad prohibition on
 22 injunctive relief is to protect workers’ ability to organize:

23 [I]t is necessary that [workers] have full freedom of association, self-
 24 organization, and designation of representatives of [their] own choosing, to
 25 negotiate the terms and conditions of [their] employment, and that
 26 [workers] shall be free from the interference, restraint, or coercion of
 employers in the designation of such representatives or in self-organization

27 ¹ Although there are exceptions to the rule barring injunctive relief, Plaintiffs do
 28 not argue that any of the exceptions apply. (ECF No. 13.)

1 or in other concerted activities for the purpose of collective bargaining or
2 other mutual aid or protection.

3 *Id.* § 102. The Ninth Circuit has stated, “Congress enacted the Norris–LaGuardia
4 Act in 1932 to ‘tak[e] the federal courts out of the labor injunction business.’”
5 *Burlington N. Santa Fe Ry. Co. v. Int’l B’hood of Teamsters Local 174 (Local 174)*,
6 203 F.3d 703, 707 (9th Cir. 2000) (en banc) (citing *Jacksonville Bulk Terminals,*
7 *Inc. v. International Longshoremen’s Ass’n*, 457 U.S. 702, 712 (1982)).

8 **1. This Case Involves a Labor Dispute.**

9 Plaintiffs argue that this case does not involve or grow out of a labor dispute
10 because their claims are about the constitutionality of the NLRB, not specific
11 labor practices, and the underlying proceedings are between it and NLRB, not
12 between an employer or employees and a union. The Court rejects these
13 arguments because the NLGA applies to labor disputes, the proceedings that
14 Plaintiffs seek to enjoin clearly concern a labor dispute, and all of the parties in
15 this case—the NLRB, Plaintiffs, and the Union—are participating in the
16 underlying labor dispute.

17 The NLGA applies to all labor disputes, broadly defined. *Local 174*, 203
18 F.3d at 909. The statute non-exhaustively defines a labor dispute to include “any
19 controversy concerning terms or conditions of employment, or concerning the
20 association or representation of persons in negotiating, fixing, maintaining,
21 changing, or seeking to arrange terms or conditions of employment, regardless of
22 whether or not the disputants stand in the proximate relation of employer and
23 employee.” 29 U.S.C. § 113(c). The Ninth Circuit has described the statutory
24 definition of labor dispute as “extraordinarily broad.” *Local 174*, 203 F.3d at 909
25 (citing *Camping Constr. Co. v. Dist. Council of Iron Workers*, 915 F.2d 1333, 1342
26 (9th Cir. 1990)). The Ninth Circuit has further stated that the Supreme Court’s
27 test for determining whether a particular controversy is a labor dispute is
28 “[e]qually expansive.” *Id.* “Simply, the employer-employee relationship [must be

1 at] the matrix of the controversy.” *Id.* (citing *Jacksonville Bulk Terminals Inc.*, 457
2 U.S. at 712 (internal quotations and citations omitted). The NLGA applies where
3 a claim “would not exist but for the underlying [labor dispute].” *Armco, Inc. v.*
4 *United Steelworkers*, 280 F.3d 669, 679–80 (6th Cir. 2002); *United Steelworkers*
5 *v. Bishop*, 598 F.2d 408, 414 (5th Cir. 1979).

6 While this case does involve constitutional questions about administrative
7 agencies, it also involves a labor dispute between a union, employees, and an
8 employer. The NLGA does not require “that *each* dispute relevant to the case be
9 a labor dispute,” as long as a labor dispute is at the matrix of the controversy.
10 *Jacksonville Bulk Terminals, Inc.*, 457 U.S. at 711 (emphasis in original). This
11 case revolves around the propriety of Citywide I and II, which concern employees’
12 terms and conditions of employment and their right to associate with the Union
13 at Plaintiffs’ casino-resorts. Plaintiffs’ claims would not exist but for the Union’s
14 unfair labor practice charges that led Plaintiffs to proceedings in front of the
15 NLRB. The proceedings seek to resolve allegations of Plaintiffs threatening, firing,
16 and refusing to re-hire employees who organized in favor of a union while giving
17 preferential treatment to employees who vocally opposed the Union. Therefore,
18 the matrix of the controversy is the underlying employment relationship.

19 The parties to this action—Plaintiffs, the NLRB, and the Union—reflect that
20 it concerns a labor dispute. Plaintiffs argue that this case does not involve a labor
21 dispute because it is between an employer, Plaintiffs, and an administrative
22 agency, the NLRB. The NLGA applies non-exhaustively to cases that involve “any
23 conflicting or competing interests in a ‘labor dispute’ of ‘persons participating or
24 interested.’” *Id.* § 113(a). It defines a “person participating or interested in a labor
25 dispute” as someone who is (1) directly or indirectly interested in the industry,
26 trade, or occupation and (2) being sued for injunctive relief. 29 U.S.C. § 113(b).
27 The Union made clear—and Plaintiffs even stipulated—that the Union has a
28 direct interest in this case and the underlying proceedings. (See ECF Nos. 19, 19-

1 1.) The NLGA also applies to actions by non-employees “interested in a labor
 2 dispute concerning ‘terms and conditions of employment’ in an industry or a
 3 plant or a place of business.” *New Negro All. v. Sanitary Grocery Co.*, 303 U.S.
 4 552, 562–63 (1938); *Local 174*, 203 F.3d at 710, *as amended* (Mar. 8, 2000)
 5 (discussing *New Negro Alliance’s* continued viability). The NLRB’s General
 6 Counsel brought the unfair labor practice charges, which show the NLRB’s
 7 interest in the terms and conditions of employment at Plaintiffs’ resort-casinos.

8 Because this case involves a labor dispute, the Court also rejects Plaintiffs’
 9 reliance on *Vanderbilt University v. NLRB*, 759 F.Supp.3d 812, 838 (M.D. Tenn.
 10 2024). The district court in *Vanderbilt* held that the NLGA did not apply to the
 11 plaintiff’s suit challenging NLRB regulations because “there have been no
 12 allegations against Vanderbilt for any sort of unfair labor practice.” 759
 13 F.Supp.3d at 841. The court in *Vanderbilt* distinguished *VHS Acquisition*, which
 14 it acknowledged did concern a labor dispute. *Id.* at 841 (citing *VHS Acquisition*,
 15 2024 WL 4817175 at *1, *5). This case is like *VHS Acquisition*, not *Vanderbilt*,
 16 because the NLRB proceedings involve a labor dispute—specifically, allegations
 17 of unfair labor practices concerning the terms and conditions of employment at
 18 Plaintiffs’ casino-resorts. Plaintiffs’ supplemental citation to *Space Expl. Techs.*
 19 *Corp. v. NLRB* does not shift the Court’s analysis for the same reasons. No. 24-
 20 50627, 2025 WL 2396748 at *5 (5th Cir. 2025). There, the Fifth Circuit also found
 21 that the employers’ claim did not grow out of a labor dispute, placing the case
 22 outside of the NLGA. *Space Expl. Techs. Corp.* 2025 WL 2396748 at *5. Because
 23 this case concerns a labor dispute, the NLGA governs.

24 **2. The NLGA Bars Injunctive Relief.**

25 Having found that the NLGA applies, any request for injunctive relief is
 26 governed by the statute, which generally prohibits injunctive relief for any labor
 27 dispute subject to limited exceptions that Plaintiffs have not argued. *See Camping*
 28 *Const. Co.*, 915 F.2d at 1341, 1344. While Plaintiffs maintain they are not seeking

1 injunctive relief under the statute, they argue that the NLGA’s bar on injunctive
 2 relief is narrowly limited to the list of activities in Section 104, arguing, “Congress
 3 further limited the NLGA by enumerating specific acts barring injunctive relief.
 4 See 29 U.S.C. § 104(a)-(i) (listing barred conduct.)” (ECF 27 at 14 (also referencing
 5 *Vanderbilt*, 749 F.Supp.3d at 837-38).) Though styled as a literal reading of
 6 Section 104, this argument cannot be squared with the controlling precedent and
 7 a plain reading of the statute. See *Local 174*, 203 F.3d at 909; *Camping Const.*
 8 *Co.*, 915 F.2d at 1344. The Court rejects this narrow construction of the NLGA’s
 9 bar to injunctive relief.

10 In construing the NLGA, the Court is guided by the plain meaning of the
 11 text interpreted within its specific context, not in isolation. See *Sw. Airlines Co.*
 12 *v. Saxon*, 596 U.S. 450, 455 (2022). “Even supposing that [a party’s] theory were
 13 a textually permissible way to understand the statute, [courts] do not usually
 14 pick a conceivable-but-convoluted interpretation over the ordinary one.” *Stanley*
 15 *v. City of Sanford, Fla.*, 606 U.S. ___, 2065-66 (2025). The surplusage canon also
 16 advises courts to presume “that each word that Congress uses is there for a
 17 reason.” *Advoc. Health Care Network v. Stapleton*, 581 U.S. 468, 477 (2017).

18 Section 101 of the NLGA broadly prohibits district courts from granting
 19 injunctive relief. 29 U.S.C. § 101. Section 101 provides in relevant part:

20 No court of the United States [...] shall have jurisdiction to issue any
 21 restraining order or temporary or permanent injunction in a case involving
 22 or growing out of a labor dispute, except in a strict conformity with the
 23 provisions of this chapter

24 *Id.* That general prohibition on injunctive relief is subject to statutory exceptions,
 25 specifically, Sections 107 and 109, which provide exceptional circumstances
 26 when a federal court can issue an injunction. *Id.* §§ 107, 109; *Camping Const.*
 27 *Co.*, 915 F.2d at 1341–42. Section 104 provides, however, that for certain
 28 activities injunctive relief is never available. 29 U.S.C. § 104(a)-(i). Section 104
 provides in relevant part:

No court of the United States shall have jurisdiction to issue any

1 restraining order or temporary or permanent injunction in any case
 2 involving or growing out of any labor dispute to prohibit any person or
 3 persons participating or interested in such dispute (as these terms are
 herein defined) from doing, whether singly or in concert, any of the
 following acts

4 *Id.* Section 104 lists several examples of conduct for which Congress entirely
 5 barred injunctive relief, including striking, becoming a member of a union, aiding
 6 a person who is striking, giving publicity to the existence of a labor dispute, and
 7 encouraging anyone to do any of the listed acts. *Id.* Read plainly, the NLGA
 8 provides that injunctive relief is generally prohibited (Section 101), subject to
 9 certain exceptions (e.g., Sections 107, 109), and never available for the activities
 10 listed in Section 104.

11 Courts have recognized that Section 104’s strict prohibition on enjoining
 12 certain activities does not diminish the general prohibition against injunctive
 13 relief contained in Section 101. In *Camping Construction*, an employer argued,
 14 similar to Plaintiffs’ argument here, that the NLGA should only prohibit
 15 injunctions related to employee concerted activities listed in Section 104. 915
 16 F.2d at 1336, 1344. In rejecting that argument, the Ninth Circuit explained that
 17 Section 104 “sets forth a list of specific acts against which the federal courts may
 18 under no circumstances issue an injunction.” *Id.* at 1341; *see also AT&T*
 19 *Broadband, LLC v. Int’l Bhd. of Elec. Workers*, 317 F.3d 758, 760 (7th Cir. 2003)
 20 (observing that Section 104 “does not say that the prohibition of [Section 101] is
 21 *limited to* the sorts of activities mentioned in [Section 104]”) (emphasis in original).
 22 Instead, Section 104 “is designed . . . to shout ‘We really mean it!’ for activities at
 23 the core of union operations.” *Id.*; *see also Marine Cooks & Stewards*, 362 U.S. at
 24 366 n. 2 (1960) (holding that the NLGA generally prohibits injunctions against
 25 conduct not listed in Section 104).

26 In sum, Plaintiffs’ Section 104 argument fails because the Court cannot
 27 pretend that Section 101’s general ban on injunctive relief does not exist and
 28 instead construe Section 104 to allow (by not banning) injunctive relief here. That

1 construction would require this Court to ignore controlling case law and defy the
 2 traditional canons statutory interpretation, going beyond ordinary meaning and
 3 rendering Section 101 surplusage.

4 By declining to seek relief under Section 107, Plaintiffs have given up their
 5 only avenue for injunctive relief. (ECF Nos. 13, 53 at 5.) Section 107 provides for
 6 limited circumstances under which a district court can grant preliminary
 7 injunctive relief in a labor dispute, subject to rigid requirements.² 29 U.S.C.
 8 §§ 107-09; *see also VHS Acquisition*, 2024 WL 4817175 at *4 (“If a labor dispute
 9 is at play, the Court asks whether this is one of the few cases that can satisfy the
 10 rigid requirements for an injunction under the Act.”); *Amazon.com Servs. LLC v.*
 11 *NLRB*, No. 2:24-cv-09564-SPG-MAA, 2025 WL 466262, at *3 (C.D. Cal. Feb. 5,
 12 2025) (considering request for injunctive relief under § 107), *appeal docketed*, No.
 13 25-886 (9th Cir. Feb. 11, 2025). To obtain such relief, the Court must make
 14 findings after an adversarial evidentiary hearing, which Plaintiffs declined here.
 15 29 U.S.C. § 107; (ECF No. 53 at 5.). Section 107 also requires a finding that
 16 absent injunctive relief a “substantial and irreparable injury to complainant’s
 17 property will follow.” *Id.* § 107(b); *see Amazon*, 2025 WL 466262, at *5; *VHS*
 18 *Acquisition*, 2024 WL 4817175 at *5. Unlike in those cases, Plaintiffs did not seek
 19 alternative relief under the NLGA, instead arguing that it does not apply at all.
 20 (ECF No. 13.) Having concluded that the NLGA applies and broadly strips this
 21 Court of jurisdiction to grant injunctive relief here, the Court rejects Plaintiffs’
 22 argument in favor of injunctive relief.

23 **3. Congress Lawfully Limited Lower Courts’ Jurisdiction to** 24 **Issue Injunctions in Cases Arising Out of Labor Disputes.**

25 Plaintiffs argue that federal district courts may always issue injunctions
 26 based on constitutional claims, despite explicit jurisdiction-stripping statutes like

27 ² Section 109 specifies additional procedural safeguards and a limitation on the
 28 substantive scope of any injunction ultimately issued. 29 U.S.C. § 109.

1 the NLGA. Plaintiffs’ argument rests on the incorrect premise that the NLGA bars
2 judicial review. The Court rejects Plaintiffs’ arguments because the NLGA merely
3 bars injunctive relief, not judicial review, and Congress’s power to explicitly strip
4 courts of certain remedies is well-settled. Here, that means that this Court has
5 jurisdiction to decide Plaintiff’s constitutional challenges but cannot order
6 injunctive relief.

7 It is well-established that Congress can limit courts’ jurisdiction, as it does
8 in the NLGA. *See Lauf v. E.G. Shinner & Co.*, 303 U.S. 323, 329-30 (1938). In
9 *Lauf*, the Supreme Court held that a district court injunction violated the NLGA
10 because the court failed to make “findings which the [NLGA] makes prerequisites
11 for the exercise of jurisdiction.” *Id.* at 329. The Court plainly confirmed Congress’s
12 power to limit by statute the availability of injunctive relief, stating: “[t]here can
13 be no question of the power of Congress thus to define and limit the jurisdiction
14 of the inferior courts of the United States.” 303 U.S. 323, 330 (1938); *see also*
15 *Lockerty v. Phillips*, 319 U.S. 182, 187 (1943) (internal citations omitted)
16 (“Congressional power . . . includes the power of . . . withholding jurisdiction from
17 [lower courts] in the exact degrees and character which to Congress may seem
18 proper for the public good.”).

19 The NLGA limits injunctive relief but does not bar judicial review. Statutes
20 that prohibit district courts from issuing injunctions against allegedly
21 unconstitutional agency actions are regularly upheld by the Supreme Court. *See*
22 *Bob Jones Univ. v. Simon*, 416 U.S. 725, 749–50 (1974) (holding district court
23 lacked jurisdiction to issue injunctive relief on constitutional challenges to “Anti-
24 Injunction Act,” 26 U.S.C. § 7421); *Garland v. Aleman Gonzalez*, 596 U.S. 543,
25 548–52 (2022) (affirming interpretation that statute strips lower courts of
26 jurisdiction to issue class-wide injunctions on constitutional claims). Though
27 Plaintiffs argue that a statute barring injunctions of “unconstitutional agency
28 actions” “would also be unconstitutional” (ECF No. 27 at 13 n. 7), they provide

1 no citations to support this proposition which appears to conflict with well-
2 established precedent.

3 Because the NLGA permits judicial review, Plaintiffs' reliance on *Staacke v.*
4 *Sec'y of Labor*, 841 F.2d 278, 281 (9th Cir. 1988), is misplaced. *Staacke*
5 concerned workers compensation claims under the Federal Employees
6 Compensation Act ("FECA"). FECA provides that workers' compensation
7 decisions under the Act are "not subject to review by . . . a court by mandamus
8 or otherwise." *Id.* (citing 5 U.S.C. § 8128(b)). Although *Staacke* did not involve a
9 constitutional claim, the court stated that "where [a] statutory provision
10 absolutely bars judicial review . . . courts maintain jurisdiction to consider
11 constitutional claims." *Id.* (citing *Rodrigues v. Donovan*, 769 F.2d 1344, 1348 (9th
12 Cir. 1985)). *Staacke* concerns finality provisions that can be read "to take the
13 'extraordinary' step of foreclosing jurisdiction over constitutional claims." See
14 *Rodrigues*, 769 F.2d at 1347–48 (collecting cases).

15 Unlike the FECA provision at issue in *Staacke*, the NLGA does not
16 "absolutely bar" judicial review. The NLGA only limits this Court from issuing an
17 injunction; it does not remove subject-matter jurisdiction to hear constitutional
18 challenges. See *Camping Const. Co.*, 915 F.2d at 1348 (NLGA "conditions and
19 delays the exercise of jurisdiction, but certainly does not destroy it"); *Amazon*,
20 2025 WL 466262, at *5 (contrasting subject-matter jurisdiction to hear claim and
21 lack of jurisdiction to issue an injunction under NLGA); see also *Biden v. Texas*,
22 597 U.S. 785, 798 (2022) (provision stripping jurisdiction to issue injunctions
23 does not diminish subject-matter jurisdiction of district courts). In cases like
24 *Staacke*, the district court lacked jurisdiction to consider the plaintiff's claim for
25 declaratory relief. See 841 F.2d at 280. Here by contrast, this Court retains
26 jurisdiction under the NLGA to decide Plaintiffs' claim for declaratory relief. This
27 point was made clear in *VHS Acquisition*, where the court explained that it lacked
28 jurisdiction under the NLGA to grant injunctive relief, but had jurisdiction to

1 decide the plaintiff's claim for declaratory relief. *VHS Acquisition Subsidiary No. 7*
 2 *v. NLRB*, 759 F.Supp.3d 88, 100 (D.D.C. 2024), *subsequent determination of VHS*
 3 *Acquisition Subsidiary No. 7 v. NLRB*, No. 1:24-cv-02577, 2024 WL 4817175.

4 Because the NLGA explicitly strips this Court's jurisdiction to grant
 5 injunctive relief, *Axon* does not apply. 598 U.S. at 175. Plaintiffs argue that *Axon*
 6 stands for the premise that "a statutory review scheme 'does not preclude' a
 7 district court's consideration of constitutional challenges to an agency's
 8 structure." (ECF No. 27 at 14 (citing *Axon*, 598 U.S. at 180, 182) (internal
 9 citations omitted).) *Axon* addressed a different statutory issue, namely,
 10 administrative review schemes that *implicitly* strip jurisdiction from a district
 11 court, which are different from the *explicit* jurisdiction-stripping provision at
 12 issue here. *Axon*, 598 U.S. at 185-86 (Congress may explicitly strip jurisdiction
 13 "in so many words that district court jurisdiction will yield"); *see also Bohon v.*
 14 *FERC*, 92 F.4th 1121, 1124 (D.C. Cir. 2024), *cert. denied*, 144 S. Ct. 2563 (2024)
 15 (*Axon* does not apply to "explicit jurisdiction stripping"). *Axon* does not apply in
 16 this case because Congress, through the NLGA, explicitly withdrew this Court's
 17 power to grant an injunction in a case arising out of a labor dispute, and "[w]hen
 18 Congress withholds jurisdiction, we must respect its choice." *Axon*, 598 U.S. at
 19 217 (Gorsuch, J., concurring).

20 Finally, *Reuter v. Skipper* is inapplicable here. 4 F.3d 716, 720 (9th Cir.
 21 1993), *as amended* (Oct. 7, 1993); (ECF No. 27 at 15.). In *Reuter*, the plaintiff
 22 employee sued to enjoin her employer from firing her and argued "that because
 23 her action is founded upon an alleged constitutional violation under [42 U.S.C.
 24 §] 1983, her case is not a 'labor dispute' within the meaning of Norris-LaGuardia."
 25 4 F.3d at 719. The Ninth Circuit explicitly rejected this argument, noting that the
 26 firing was "directly related to the terms and conditions of her employment" and
 27 that under NLGA's broad definition, "this is a labor dispute." *Id.* The Ninth Circuit
 28 then fashioned an exception to the statute for Section 1983 claims because "[i]f

1 a constitutional right is violated in a labor dispute between a municipal
2 government and its employee, the [§] 1983 claim will invariably be made by the
3 employee.” *Id.* at 720. This is not a Section 1983 claim; Plaintiffs are not
4 employees; and *Reuter’s* exception does not apply. Further, *Reuter* acknowledges
5 that constitutional claims can arise out of or involve a labor dispute. Accordingly,
6 *Reuter* supports finding that this case involves a labor dispute.

7 In sum, this case arises out of or involves a labor dispute, the NLGA broadly
8 prohibits injunctive relief, and Plaintiffs have declined to seek injunctive relief on
9 the bases permitted under the NLGA. The NLGA applies and lawfully limits this
10 Court’s authority to grant injunctive relief. Because Plaintiffs have not argued
11 that an exception permitting injunctive relief applies, this Court denies Plaintiffs’
12 motion for a preliminary injunction for lack of jurisdiction. (ECF No. 13.)

13 **V. CONCLUSION**

14 IT IS ORDERED that Plaintiffs’ Seventh Amendment claim is dismissed for
15 lack of subject-matter jurisdiction.

16 IT IS FURTHER ORDERED that Plaintiffs’ motion for preliminary injunctive
17 relief is denied. (ECF No. 13.)

18 IT IS FURTHER ORDERED that Plaintiffs’ motion to file excess pages in its
19 motion for a preliminary injunction is granted. (ECF No. 12.)

20 IT IS FURTHER ORDERED that all parties’ motions for leave to file
21 supplemental authority regarding their motions and oppositions are granted.
22 (ECF Nos. 28, 36, 49, 54.)

23 IT IS FURTHER ORDERED that the NLRB’s and Union’s motion to strike
24 and motion for leave to file documents are granted. (ECF Nos. 33, 38.)

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1 DATED THIS 30th day of September, 2025.

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4 ANNE R. TRAUM
5 UNITED STATES DISTRICT JUDGE
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My name is Casiano Corpus. I have worked at Palace Station as a Utility Porter for 33 years.

I am a union committee leader inside Palace Station, which means I talk to my coworkers and organize them to fight for a union contract. The reason I became a union committee leader was so that I could provide a better life and future for my family. I want to have better pay, a pension, and better insurance.

Station Casinos does not want to give us what we are asking for. Every day I go to work, I am afraid because I don't know which day might be my last day.

We only want Station Casinos to respect the daily struggle of us employees, and to sit with us at the negotiating table and sign a union contract.

Thank you very much, and God bless.