



## **DISPOSITION JUNE 2025 AGENDA**

### **NEVADA GAMING COMMISSION**

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

**June 26, 2025**

#### **Members Present:**

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

#### **Members Absent:**

Justice Abbi Silver (Ret.), Member

## MEETING AGENDA

**10:00 A.M.**

- I. **PUBLIC COMMENTS:** This public comment agenda item is provided in accordance 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.

**Comments taken regarding Tilman Fertitta's application (Nonrestricted Item #5). 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.**

**Chair Togliatti recognized Chairman Hendrick for all his hard work and welcomed Chairman Dreitzer to the Nevada Gaming Control Board.**

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

FOR POSSIBLE ACTION: Pursuant to NRS 241.035, approval of Nevada Gaming Commission Disposition for May 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. **SRY INDUSTRIES, LLC, dba OFF THE RAILS CASINO**, Case No. 25-01.

**Stipulation adopted as the Order of the NGC.**

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

FOR POSSIBLE ACTION: Consideration regarding appeal of:

1. Vincent Mastrangelo, Case No. 24LV01107 – **Objection sustained.**
2. Antoinette Lewis, Case No. 24LV01149 – **Continued to August 2025 NGC Meeting.**

**VII. OTHER:**

Administrative Reports

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

**VIII. PUBLIC COMMENTS:** This public comment 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.

**Member Krolicki welcomed Chairman Dreitzer to the Nevada Gaming Control Board. He also thanked staff for their hard work this month and requested an update regarding the Kalshi lawsuit. Comments received regarding Nonrestricted #7, refer to Public Comments Attachment 4.**

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**Re:** 36832-01  
VOYAGER MANAGEMENT CO-INVEST, LLC  
(Voyager TopCo GP, LLC – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS A LIMITED PARTNER OF  
VOYAGER TOPCO, L.P.**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

**Re:** 36833-01  
VOYAGER MANAGEMENT HOLDINGS, LLC  
(Voyager TopCo GP, LLC – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS A LIMITED PARTNER OF  
VOYAGER TOPCO, L.P.**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

**Re:** 36831-01  
VOYAGER TOPCO, L.P.  
(Voyager TopCo GP, LLC – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS A PRIVATE INVESTMENT COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF  
VOYAGER HOLDCO I CORPORATION**

**APPLICATION FOR WAIVERS OF NGC REGULATIONS 15C.010(1)(A) AND  
15C.210, WITH RESPECT TO THE ECONOMIC SECURITIES OF VOYAGER TOPCO,  
L.P., HELD BY VOYAGER MANAGEMENT CO-INVEST, LLC, AND VOYAGER  
MANAGEMENT HOLDINGS, LLC**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

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**Re:** 36834-01  
VOYAGER HOLDCO I CORPORATION  
(Voyager TopCo, L.P. – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF VOYAGER HOLDCO II, LLC**

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

**Re:** 36835-01  
VOYAGER HOLDCO II, LLC  
(Voyager Holdco I Corporation – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF VOYAGER PARENT, LLC**

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF VOYAGER PARENT,  
LLC, TO DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT  
AND COLLATERAL AGENT, IN CONJUNCTION WITH A FIRST LIEN CREDIT  
AGREEMENT**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

**Re:** 36836-01  
VOYAGER PARENT, LLC  
(Voyager Holdco II, LLC – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF  
VOYAGER MERGER SUB, INC.**

**APPLICATION TO MERGE VOYAGER MERGER SUB, INC., WITH AND INTO EVERI  
HOLDINGS INC., WITH EVERI HOLDINGS INC., AS THE SURVIVING CORPORATION**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF EVERI  
HOLDINGS INC.**

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**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF IGNITE ROTATE LLC**

**APPLICATIONS TO PLEDGE THE MEMBERSHIP INTEREST OF IGNITE ROTATE  
LLC, TO DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT  
AND COLLATERAL AGENT, IN CONJUNCTION WITH A SENIOR SECURED NOTES  
INDENTURE, AND A FIRST LIEN CREDIT AGREEMENT**

**APPLICATIONS TO PLEDGE THE EQUITY SECURITIES OF EVERI HOLDINGS INC.,  
TO DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT, IN CONJUNCTION WITH A SENIOR SECURED NOTES  
INDENTURE, AND A FIRST LIEN CREDIT AGREEMENT**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

**Re:** 36837-01  
VOYAGER MERGER SUB, INC.  
(Voyager Parent, LLC – 100%)  
9 W 57<sup>th</sup> ST 42<sup>nd</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**Re:** 31395-01  
EVERI HOLDINGS INC. (PTC)  
7250 S TENAYA WY STE 100  
LAS VEGAS, NV 89113

**APPLICATION FOR DEREGISTRATION AS A PUBLICLY TRADED CORPORATION**

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATIONS TO PLEDGE THE EQUITY SECURITIES OF EVERI PAYMENTS INC.,  
AND EVERI GAMES HOLDING INC., TO DEUTSCHE BANK AG NEW YORK  
BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, IN  
CONJUNCTION WITH A SENIOR SECURED NOTES INDENTURE, AND A FIRST LIEN  
CREDIT AGREEMENT**

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

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**Re:** 31177-01  
EVERI GAMES HOLDING INC.  
(Everi Holdings Inc. – 100%)  
7250 S TENAYA WY STE 100  
LAS VEGAS, NV 89113

**APPLICATIONS TO PLEDGE THE EQUITY SECURITIES OF EVERI GAMES INC., TO  
DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND  
COLLATERAL AGENT, IN CONJUNCTION WITH A SENIOR SECURED NOTES  
INDENTURE, AND A FIRST LIEN CREDIT AGREEMENT**

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

**Re:** 31181-01  
EVERI GAMES INC.  
(Everi Games Holding Inc. – 100%)  
7250 S TENAYA WY STE 100  
LAS VEGAS, NV 89113

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

**Re:** 31101-01  
EVERI PAYMENTS INC.  
(Everi Holdings Inc. – 100%)  
7250 S TENAYA WY STE 100  
LAS VEGAS, NV 89113

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

**Re:** 29855-01  
INTERNATIONAL GAME TECHNOLOGY PLC (PTC)  
10 FINSBURY SQUARE 3<sup>RD</sup> FL  
LONDON EC2 A1AF  
UNITED KINGDOM

**APPLICATION FOR AMENDMENT TO ORDER OF REGISTRATION**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MANAGING MEMBER OF  
IGNITE ROTATE LLC**

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**Re:** 05310-01  
INTERNATIONAL GAME TECHNOLOGY  
(International Game Technology PLC (PTC) – 100%)  
6355 S BUFFALO DR  
LAS VEGAS, NV 89113

**APPLICATIONS TO PLEDGE THE EQUITY SECURITIES OF IGT, TO DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, IN CONJUNCTION WITH A SENIOR SECURED NOTES INDENTURE, AND A FIRST LIEN CREDIT AGREEMENT**

International Game Technology PLC (PTC) (Transferor)	100%
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Ignite Rotate LLC (Transferee)	100%
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**APPLICATION FOR A TRANSFER OF INTEREST**

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer/President

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

**Re:** 36703-01  
IGNITE ROTATE LLC  
(International Game Technology PLC (PTC) – 100%)  
10 MEMORIAL BLVD  
PROVIDENCE, RI 02903

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF INTERNATIONAL GAME TECHNOLOGY**

**APPLICATIONS TO PLEDGE THE EQUITY SECURITIES OF INTERNATIONAL GAME TECHNOLOGY, TO DEUTSCHE BANK AG NEW YORK BRANCH, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT, IN CONJUNCTION WITH A SENIOR SECURED NOTES INDENTURE, AND A FIRST LIEN CREDIT AGREEMENT**

NICHOLAS RONALD KHIN  
Chief Executive Officer/President

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

International Game Technology PLC (PTC) (Transferor)	100%
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Voyager Parent, LLC (Transferee)	100%
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**APPLICATION FOR A TRANSFER OF INTEREST**

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Re: 05297-01  
IGT  
(International Game Technology – 100%)  
9295 PROTOTYPE DR  
RENO, NV 89521

NICHOLAS RONALD KHIN  
Director/Chief Executive Officer-Gaming/President

**APPLICATION FOR LICENSURE AS AN OFFICER AND DIRECTOR**

**GCB RECOMMENDS:**

**APPROVAL, FOURTEENTH REVISED ORDER OF REGISTRATION, DRAFT #1, AND ORDER TERMINATING REGISTRATION, DRAFT #1; CONDITIONED:**

**THE FOLLOWING CONDITIONS APPLY TO VOYAGER TOPCO, L.P.:**

- 1) VOYAGER TOPCO, L.P. SHALL PROVIDE TO THE NGCB WITHIN NINETY (90) DAYS OF NGC APPROVAL FULLY EXECUTED COPIES OF THE FIRST LIEN CREDIT AGREEMENT, AND ALL ANCILLARY AGREEMENTS INCLUDING THE U.S. COLLATERAL AGREEMENT (FIRST LIEN), BY AND AMONG DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT.**
- 2) THAT VOYAGER TOPCO, L.P. WILL ONLY ISSUE OPTIONS AND RESTRICTED EQUIVALENT UNITS TO CURRENT AND PROSPECTIVE EMPLOYEES, EXECUTIVES, CONSULTANTS, AND MANAGERS OF VOYAGER TOPCO GP, LLC (OR ESTATE PLANNING VEHICLES ESTABLISHED FOR ANY SUCH INDIVIDUAL'S BENEFIT).**
- 3) THAT VOYAGER TOPCO, L.P. SHALL PROVIDE A COMPLETE LIST IDENTIFYING THE HOLDERS OF UNITS IN VOYAGER MANAGEMENT CO-INVEST, LLC AND VOYAGER MANAGEMENT HOLDINGS, LLC TO THE NGCB EVERY QUARTER BY THE 5TH BUSINESS DAY FOLLOWING THE END OF THE QUARTER. SUCH DISCLOSURE SHALL INCLUDE EACH HOLDER'S DATE OF BIRTH AND SOCIAL SECURITY NUMBER AND ANY ADDITIONAL PERSONAL IDENTIFYING INFORMATION AS REQUIRED BY THE BOARD CHAIR OR THE CHAIR'S DESIGNEE. THE BOARD CHAIR MAY REQUIRE SUCH UNIT HOLDERS TO REGISTER PURSUANT TO COMMISSION REGULATION 15B.190 OR TO BE FOUND SUITABLE. THE LIST SHALL BE ACCOMPANIED BY A SUMMARY OF THE OUTSTANDING OWNERSHIP PERCENTAGES IN VOYAGER TOPCO, L.P. HELD BY ITS PARTNERS.**
- 4) VOYAGER TOPCO, L.P. SHALL FUND AND MAINTAIN WITH THE NGCB A REVOLVING FUND IN THE AMOUNT OF \$100,000 FOR THE PURPOSE OF FUNDING INVESTIGATIVE REVIEWS BY THE NGCB FOR COMPLIANCE WITH THE TERMS OF THIS CONDITION. THE NGCB SHALL HAVE THE RIGHT, WITHOUT NOTICE, TO DRAW UPON THE FUNDS OF SAID ACCOUNT FOR THE PAYMENT OF COSTS AND EXPENSES INCURRED BY THE NGCB AND ITS STAFF IN THE SURVEILLANCE, MONITORING, AND INVESTIGATIVE REVIEW OF ALL ACTIVITIES OF VOYAGER PARENT, LLC AND ITS AFFILIATED COMPANIES.**

**NGC DISPOSITION:**

**APPROVED, FOURTEENTH REVISED ORDER OF REGISTRATION, AND ORDER TERMINATING REGISTRATION; CONDITIONED – SAME.**

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**FOR POSSIBLE ACTION:**

**02-06-25      N24-0434    Re:** 29855-01  
INTERNATIONAL GAME TECHNOLOGY PLC (PTC)  
10 FINSBURY SQUARE 3<sup>RD</sup> FL  
LONDON EC2 A1AF  
UNITED KINGDOM

**APPLICATION FOR DEREGISTRATION AS A PUBLICLY TRADED CORPORATION**

**GCB RECOMMENDS:** APPROVAL, ORDER TERMINATING REGISTRATION, DRAFT #1.

**NGC DISPOSITION:** APPROVED, ORDER TERMINATING REGISTRATION – SAME.

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**FOR POSSIBLE ACTION:**

**03-06-25      N25-0331    Re:** 05297-01  
IGT  
(International Game Technology – 100%)  
9295 PROTOTYPE DR  
RENO, NV 89521

**APPLICATION FOR A WAIVER OF NGC REGULATION 5.115(3)(C)**

**GCB RECOMMENDS:** APPROVAL, ORDER, DRAFT #1.

**NGC DISPOSITION:** APPROVED, ORDER – SAME.

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**FOR POSSIBLE ACTION:**

**04-06-25      N25-0014    Re:** 36791-01  
**N25-0027**        BINGO VOTECO, LLC  
                                 51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
                                 NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS A HOLDING COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS GENERAL PARTNER OF BINGO  
ULTIMATE HOLDINGS, LP**

ANDREW SETH WEINBERG  
Member/Manager

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER**

**Re:** 36792-01  
BINGO ULTIMATE HOLDINGS, LP  
(Bingo VoteCo, LLC – General Partner)  
51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS A PRIVATE INVESTMENT COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF BINGO INTERMEDIATE, LLC**

**APPLICATION FOR WAIVERS OF NGC REGULATIONS 15C.010(1)(A) AND 15C.210  
WITH RESPECT TO THE OWNERSHIP OF CLASS A UNITS AND CLASS B UNITS OF  
BINGO ULTIMATE HOLDINGS, LP, PURSUANT TO NGC REGULATION 15C.400**

ANDREW SETH WEINBERG  
Chairman/GP Supervisor

DAVID BENJAMIN LOPEZ  
Chief Executive Officer/President

**APPLICATIONS FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE**

**Re:** 36793-01  
BINGO INTERMEDIATE, LLC  
(Bingo Ultimate Holdings, LP – 100%)  
51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF BINGO PARENT, LLC**

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**Re:** 36794-01  
BINGO PARENT, LLC  
(Bingo Intermediate, LLC – 100%)  
51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE MEMBER AND MANAGER  
OF BINGO HOLDINGS I, LLC**

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF BINGO HOLDINGS I,  
LLC, TO BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION  
WITH A CREDIT AGREEMENT**

**Re:** 36795-01  
BINGO HOLDINGS I, LLC  
(Bingo Parent, LLC – 100%)  
51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF BINGO  
MERGER SUB, INC.**

**APPLICATION TO MERGE BINGO MERGER SUB, INC., INTO PLAYAGS, INC., WITH  
PLAYAGS, INC., AS THE SURVIVING CORPORATION**

**APPLICATION FOR FINDING OF SUITABILITY AS SOLE SHAREHOLDER OF  
PLAYAGS, INC.**

**APPLICATION TO PLEDGE THE EQUITY SECURITIES OF PLAYAGS, INC., TO  
BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION WITH A  
CREDIT AGREEMENT**

**Re:** 36804-01  
BINGO MERGER SUB, INC.  
(Bingo Holdings I, LLC – 100%)  
51 W 52<sup>ND</sup> ST 18<sup>TH</sup> FL  
NEW YORK, NY 10019

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**ANDREW SETH WEINBERG  
Director/President/Treasurer/Secretary**

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER AND DIRECTOR**

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**Re:** 32630-01  
PLAYAGS, INC. (PTC)  
(Bingo Holdings I, LLC – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION FOR DEREGISTRATION AS A PUBLICLY TRADED CORPORATION**

**APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY**

**APPLICATION TO PLEDGE THE EQUITY SECURITIES OF AP GAMING, INC., TO  
BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION WITH A  
CREDIT AGREEMENT**

ANDREW SETH WEINBERG  
Director

**APPLICATION FOR FINDING OF SUITABILITY AS A DIRECTOR**

**Re:** 32631-01  
AP GAMING, INC.  
(PlayAGS, Inc. – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF AP GAMING  
HOLDINGS, LLC, TO BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN  
CONJUNCTION WITH A CREDIT AGREEMENT**

**Re:** 32632-01  
AP GAMING HOLDINGS, LLC  
(AP Gaming, Inc. – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF AP GAMING I, LLC,  
TO BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION WITH A  
CREDIT AGREEMENT**

**Re:** 32633-01  
AP GAMING I, LLC  
(AP Gaming Holdings, LLC – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE EQUITY SECURITIES OF AP GAMING II, INC., TO  
BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION WITH A  
CREDIT AGREEMENT**

----- Item Continued Next Page -----

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**Re:** 32634-01  
AP GAMING II, INC.  
(AP Gaming I, LLC – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF AP GAMING  
ACQUISITION, LLC, TO BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN  
CONJUNCTION WITH A CREDIT AGREEMENT**

**Re:** 32635-01  
AP GAMING ACQUISITION, LLC  
(AP Gaming II, Inc. – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF AGS CAPITAL, LLC,  
TO BARCLAYS BANK PLC, AS COLLATERAL AGENT, IN CONJUNCTION WITH A  
CREDIT AGREEMENT**

**Re:** 31548-01  
AGS CAPITAL, LLC  
(AP Gaming Acquisition, LLC – 100%)  
6775 S EDMOND ST STE 300  
LAS VEGAS, NV 89118

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF AGS, A DELAWARE  
LIMITED-LIABILITY COMPANY, TO BARCLAYS BANK PLC, AS COLLATERAL  
AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT**

**GCB RECOMMENDS: APPROVAL, ORDER TERMINATING REGISTRATION, DRAFT #1; CONDITIONED:**

- 1) THAT BINGO ULTIMATE HOLDINGS, LP WILL ONLY ISSUE ECONOMIC NON-VOTING CLASS B UNITS TO CURRENT AND PROSPECTIVE EMPLOYEES, EXECUTIVES, AND MANAGERS OF PLAYAGS, INC., OR OTHERS PROVIDING SERVICES TO PLAYAGS, INC., OR ITS SUBSIDIARIES AND AFFILIATES (OR ESTATE PLANNING VEHICLES ESTABLISHED FOR ANY SUCH INDIVIDUAL'S BENEFIT).**
- 2) THAT BINGO ULTIMATE HOLDINGS, LP SHALL PROVIDE A COMPLETE LIST IDENTIFYING THE HOLDERS OF CLASS B UNITS IN BINGO ULTIMATE HOLDINGS, LP TO THE NGCB EVERY QUARTER BY THE 15TH BUSINESS DAY FOLLOWING THE END OF THE QUARTER. SUCH DISCLOSURE SHALL INCLUDE EACH HOLDER'S DATE OF BIRTH AND SOCIAL SECURITY NUMBER (IN THE CASE OF INDIVIDUALS) OR EMPLOYER IDENTIFICATION NUMBER (IN THE CASE OF ENTITIES) AND ANY ADDITIONAL PERSONAL IDENTIFYING INFORMATION AS REQUIRED BY THE BOARD CHAIR OR THE CHAIR'S DESIGNEE. THE BOARD CHAIR MAY REQUIRE SUCH UNIT HOLDERS TO REGISTER PURSUANT TO COMMISSION REGULATION 15A.065 OR TO BE FOUND SUITABLE. THE LIST SHALL BE ACCOMPANIED BY A SUMMARY OF THE OUTSTANDING OWNERSHIP PERCENTAGES IN BINGO ULTIMATE HOLDINGS, LP HELD BY ITS PARTNERS.**

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- 3) BINGO ULTIMATE HOLDINGS, LP SHALL FUND AND MAINTAIN WITH THE NGCB A REVOLVING FUND IN THE AMOUNT OF \$50,000 FOR THE PURPOSE OF FUNDING INVESTIGATIVE REVIEWS BY THE NGCB FOR COMPLIANCE WITH THE TERMS OF THIS CONDITION. THE NGCB SHALL HAVE THE RIGHT, WITHOUT NOTICE, TO DRAW UPON THE FUNDS OF SAID ACCOUNT FOR THE PAYMENT OF COSTS AND EXPENSES INCURRED BY THE NGCB AND ITS STAFF IN THE SURVEILLANCE, MONITORING, AND INVESTIGATIVE REVIEW OF ALL ACTIVITIES OF BINGO ULTIMATE HOLDINGS, LP AND ITS AFFILIATED COMPANIES.
- 4) BINGO ULTIMATE HOLDINGS, LP SHALL PROVIDE TO THE NGCB WITHIN NINETY (90) DAYS OF NGC APPROVAL FULLY EXECUTED COPIES OF THE CREDIT AGREEMENT, AND ALL MATERIAL ANCILLARY AGREEMENTS INCLUDING THE COLLATERAL AGREEMENT, WITH BARCLAYS BANK PLC, AS COLLATERAL AGENT.

**NGC DISPOSITION:** APPROVED, ORDER TERMINATING REGISTRATION; CONDITIONED – SAME.

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**FOR POSSIBLE ACTION:**

05-06-25      N25-0360    Re: 28565-01  
WYNN RESORTS, LIMITED (PTC)  
3131 LAS VEGAS BLVD S  
LAS VEGAS, NV 89109

TILMAN JOSEPH FERTITTA  
Shareholder

**APPLICATION FOR FINDING OF SUITABILITY AS A BENEFICIAL SHAREHOLDER**

**GCB RECOMMENDS:** APPROVAL.

**NGC DISPOSITION:** APPROVED.

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**FOR POSSIBLE ACTION:**

**06-06-25      N22-0306    Re:** 28565-01  
WYNN RESORTS, LIMITED (PTC)  
3131 LAS VEGAS BLVD S  
LAS VEGAS, NV 89109  
  
BRIAN RIKARD GULLBRANTS  
Chief Operating Officer - North America

**APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**07-06-25      N25-0430    Re:** 17183-01  
PEPPERMILL CASINOS, INC.  
2707 S VIRGINIA ST  
RENO, NV 89502

THE ALBERT D. SEENO, JR. AND SANDRA L. SEENO PCI	5.165%
TRUST FOR ALBERT D. SEENO, III	(1,033 Class B Non-Voting Shares)
(Transferor)	

ALBERT DOMINIC SEENO, JR.	5.165%
Shareholder	(1,033 Class B Non-Voting Shares)
(Transferee)	

THE ALBERT D. SEENO, JR. AND SANDRA L. SEENO PCI	5.165%
TRUST FOR DAVID T. SEENO	(1,033 Class B Non-Voting Shares)
(Transferor)	

SANDRA LEE SEENO	5.165%
Shareholder	(1,033 Class B Non-Voting Shares)
(Transferee)	

**APPLICATIONS FOR A TRANSFER OF INTEREST**

**APPLICATIONS FOR LICENSURE AS A SHAREHOLDER**

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**Re:** 17183-01  
PEPPERMILL CASINOS, INC.  
2707 S VIRGINIA ST  
RENO, NV 89502

ALBERT DOMINIC SEENO, JR.	5.165%
(Transferor)	(1,033 Class B Non-Voting Shares)

SANDRA LEE SEENO	5.165%
(Transferor)	(1,033 Class B Non-Voting Shares)

ALBERT D. SEENO, JR. 1999 LIVING TRUST 2	10.330%
(Transferee)	(2,066 Class B Non-Voting Shares)

SANDRA LEE SEENO  
Beneficiary

**APPLICATIONS FOR A TRANSFER OF INTEREST**

**APPLICATION FOR FINDING OF SUITABILITY AS A BENEFICIARY**

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

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

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

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

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

**APPLICATIONS FOR A TRANSFER OF INTEREST**

**APPLICATIONS FOR LICENSURE AS A SHAREHOLDER**

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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 Shareholder (Transferee)	20.655% (2,065 Class A Voting and 2,066 Class B Non-Voting Shares)
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**APPLICATIONS FOR A TRANSFER OF INTEREST**

**APPLICATION FOR LICENSURE AS A SHAREHOLDER**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

**(SOLIS-RAINEY VOTED NO)**

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**FOR POSSIBLE ACTION:**

**08-06-25      N25-0255    Re:** 35792-01  
OLYMPIA GAMING CRS (SPARKS), L.L.C.  
11411 SOUTHERN HIGHLANDS PKWY STE 300  
LAS VEGAS, NV 89141

GARRY VINCENT GOETT (Transferor)	1.00%
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RODNEY BRETT GOETT (Transferee)	1.00%
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**APPLICATION FOR A TRANSFER OF INTEREST**

**Re:** 35789-01  
OLYMPIA LB, L.L.C.  
100 LEGENDS BAY DR  
SPARKS, NV 89434

OLYMPIA LB, L.L.C. (Transferor)	1.00%
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RODNEY BRETT GOETT (Transferee)	1.00%
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**APPLICATION FOR A TRANSFER OF INTEREST**

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**Re:** 36223-01  
35751-01  
MINT CASINO, LLC, dba  
LEGENDS BAY CASINO  
100 LEGENDS BAY DR  
SPARKS, NV 89434

RODNEY BRETT GOETT  
President

**APPLICATION FOR LICENSURE AS A KEY EXECUTIVE**

**Re:** 28098-01  
CARSON GAMING, LLC  
3800 S CARSON ST  
CARSON CITY, NV 89701

CARSON GAMING, LLC 1.00%  
(Transferor)

GARRY VINCENT GOETT 2.90%  
(Transferor)

RODNEY BRETT GOETT 3.90%  
(Transferee)

**APPLICATIONS FOR A TRANSFER OF INTEREST**

**Re:** 27481-01  
27482-01  
CASINO FANDANGO, L.L.C., dba  
CASINO FANDANGO  
3800 S CARSON ST  
CARSON CITY, NV 89701

CARSON GAMING, LLC  
Manager

**APPLICATION FOR LICENSURE AS A MANAGER**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**09-06-25      N24-0260    Re:** 36275-01  
MILAN GAMING TRUST  
3755 BREAKTHROUGH WY STE 250  
LAS VEGAS, NV 89135

JOSEPH ANTHONY KENNEDY, SR.  
Trustee/Beneficiary

**APPLICATION FOR FINDING OF SUITABILITY AS A TRUSTEE AND BENEFICIARY**

**Re:** 21160-01  
LISA/CARRISON LTD.  
3755 BREAKTHROUGH WY STE 250  
LAS VEGAS, NV 89135

and

21148-01  
SSM GAMING, LLC  
3755 BREAKTHROUGH WY STE 250  
LAS VEGAS, NV 89135

JOSEPH ANTHONY KENNEDY, SR.  
Manager

**APPLICATIONS FOR LICENSURE AS A MANAGER**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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10-06-25      REFERRED BACK TO STAFF.

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11-06-25      REMOVED FROM AGENDA

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FOR POSSIBLE ACTION:

12-06-25      N25-0310      Re: 17534-01  
AGRICULTURE DISTRICT #13  
801 CAMPTON ST  
ELY, NV 89301

APPLICATION FOR AWARDED OF RACE DATES FOR AUGUST 15  
THROUGH AUGUST 17, 2025

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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\*CORRECTED

FOR POSSIBLE ACTION:

13-06-25      N25-0320      Re: 17158-01  
THE ELKO COUNTY FAIR BOARD  
FAIRGROUND RD  
~~\*ELY, NV 89801~~ ELKO, NV 89801

APPLICATION FOR AWARDED OF RACE DATES FOR AUGUST 22 THROUGH  
SEPTEMBER 1, 2025

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION: APPROVED.

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**FOR POSSIBLE ACTION:**

**14-06-25      N24-0505    Re:** 18809-01  
**04-25**                                NEVADA RESTAURANT SERVICES, INC.  
   3465 LOSEE RD  
   NORTH LAS VEGAS, NV 89030  
  
   MATTHEW ROY GALANTI  
   General Manager  
  
   **APPLICATION FOR LICENSURE AS A KEY EMPLOYEE –  
   REQUEST TO WITHDRAW APPLICATION**

**GCB RECOMMENDS:**

**DENIAL OF APPLICATION OF MATTHEW GALANTI FOR LICENSURE AS A KEY EMPLOYEE.**

**(HENDRICK VOTED NO)**

**04/24/25 NGC DISPOSITION: CONTINUED TO JUNE 2025 NGC MEETING.**

**NGC DISPOSITION: DENIED, PER ORDER.**

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**FOR POSSIBLE ACTION:**

**01-06-25      R23-0401      35290-01**  
7689 TAVERN, LLC  
(dba The Parlor)  
7689 S VIRGINIA ST STE U  
RENO, NV 89511

STEVEN ANDREW CHIMARUSTI  
General Manager

**APPLICATION FOR LICENSURE AS A KEY EMPLOYEE – REQUEST TO  
WITHDRAW APPLICATION**

**GCB RECOMMENDS:**

**DENIAL OF APPLICATION OF STEVEN CHIMARUSTI FOR LICENSURE AS A KEY EMPLOYEE. REFER TO  
RESTRICTED AGENDA ATTACHMENT 1.**

**NGC DISPOSITION: DENIED, PER ORDER.**

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**02-06-25      NO ACTION TAKEN – CONTINUED TO FUTURE MEETING.**

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**FOR POSSIBLE ACTION:**

**03-06-25      R24-0416    Re:** 36684-01  
36688-01  
15 Machines      TAYZO INC., dba  
GUS' OPEN PIT BARBECUE  
930 TAHOE BLVD STE 601  
INCLINE VILLAGE, NV 89451  
  
JOHN WILLIAM CHENEY      100%  
Director/President/Secretary/Treasurer/Shareholder      (100 Shares Common Stock)

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**APPLICATION FOR LICENSURE AS AN OFFICER, DIRECTOR, AND  
SHAREHOLDER**

**GCB RECOMMENDS: APPROVAL, CONDITIONED:**

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

**NGC DISPOSITION: APPROVED, CONDITIONED – SAME.**

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**FOR POSSIBLE ACTION:**

**04-06-25      R24-0109    Re:** 36509-01  
36510-01  
15 Machines      GOLDEN - PT'S CADENCE SUNSET 85, LLC, dba  
PT'S GOLD  
903 E LAKE MEAD PKWY  
HENDERSON, NV 89011  
  
GOLDEN TAVERN GROUP, LLC.      100%  
Member/Manager

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**05-06-25      R25-0386    Re:** 36805-01  
36186-02  
15 Machines      DESIMONE GAMING INC., db at  
PETRO ELDORADO PASS  
1700 RAILROAD PASS CASINO RD  
HENDERSON, NV 89002

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**APPLICATION FOR A WAIVER OF THE REQUIREMENT OF NGC REGULATION 3.015(3)(B), THAT NO MORE THAN 7 SLOT MACHINES ARE OPERATED AT A CONVENIENCE STORE, AND REQUEST NEVADA GAMING COMMISSION APPROVAL TO OPERATE A MAXIMUM OF 15 SLOT MACHINES AT THE LOCATION**

**GCB RECOMMENDS: APPROVAL, CONDITIONED:**

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB 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:**

**06-06-25      R25-0387    Re:** 36805-01  
34212-02  
15 Machines      DESIMONE GAMING INC., db at  
TA EXPRESS RAILROAD PASS  
1550 RAILROAD PASS CASINO RD  
HENDERSON, NV 89002

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**APPLICATION FOR A WAIVER OF THE REQUIREMENT OF NGC REGULATION 3.015(3)(B), THAT NO MORE THAN 7 SLOT MACHINES ARE OPERATED AT A CONVENIENCE STORE, AND REQUEST NEVADA GAMING COMMISSION APPROVAL TO OPERATE A MAXIMUM OF 15 SLOT MACHINES AT THE LOCATION**

**GCB RECOMMENDS: APPROVAL, CONDITIONED:**

- 1) THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB 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:**

**07-06-25      R25-0341    Re:** 31072-01  
36954-01  
7 Machines                      JETT GAMING LLC, dba  
TERRIBLE'S GAMING, db at  
TERRIBLE'S #392  
10150 CLARK PETERSEN BLVD  
LAS VEGAS, NV 89124

**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 NGCB 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:**

**08-06-25      R25-0092    Re:** 22711-01  
16626-03  
7 Machines                      EMPIRE GAMING, LLC, db at  
RAINBOW MARKET #3  
1594 N NELLIS BLVD  
LAS VEGAS, NV 89110

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**09-06-25      R25-0093    Re:** 22711-01  
24060-03  
7 Machines                EMPIRE GAMING, LLC, db at  
RAINBOW MARKET #5  
3887 E LAKE MEAD BLVD  
LAS VEGAS, NV 89115

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**10-06-25      R25-0094    Re:** 22711-01  
26772-04  
7 Machines                EMPIRE GAMING, LLC, db at  
RAINBOW MARKET #8  
4985 E DESERT INN RD  
LAS VEGAS, NV 89121

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**11-06-25      R25-0095    Re:** 22711-01  
20618-04  
7 Machines                EMPIRE GAMING, LLC, db at  
RAINBOW MARKET #9  
5075 E WASHINGTON AVE  
LAS VEGAS, NV 89110

**APPLICATION FOR A RESTRICTED GAMING LICENSE**

**GCB RECOMMENDS: APPROVAL.**

**NGC DISPOSITION: APPROVED.**

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**FOR POSSIBLE ACTION:**

**12-06-25      R24-0231    Re:** 10559-01  
36597-01  
7 Machines            CRAWFORD COIN, INC., db at  
GREEN VALLEY GROCERY #79  
9825 BLUE DIAMOND RD  
LAS VEGAS, NV 89178

**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 NGCB 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:**

**13-06-25      R25-0109    Re:** 04789-01  
UNITED COIN MACHINE CO., dba  
CENTURY GAMING TECHNOLOGIES  
600 PILOT RD STE E  
LAS VEGAS, NV 89119

**APPLICATIONS FOR A RESTRICTED GAMING LICENSE**

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

**GCB RECOMMENDS: APPROVAL, CONDITIONS AS LISTED ON EXHIBIT REFERENCED ABOVE.**

**NGC DISPOSITION: APPROVED, CONDITIONS AS LISTED ON EXHIBIT REFERENCED ABOVE.**

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**DISPOSITION**  
**EXHIBIT TO THE JUNE 2025 AGENDA**  
**RESTRICTED ITEMS # R25-0109 – R25-0113 / R25-0116 – R25-0122**  
**UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at**  
**US MARKET LOCATIONS AND FUEL BROS LOCATIONS**

1.	R25-0109	7 MACHINES	36444-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at FUEL BROS GATEWAY 3980 E LAKE MEAD BLVD LAS VEGAS, NV 89115	<b>GCB RECOMMENDS:</b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b>NGC DISPOSITION:</b> APPROVED, CONDITIONED – SAME.
2.	R25-0110	7 MACHINES	18763-05 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET CAMINO AL NORTE 5110 CAMINO AL NORTE NORTH LAS VEGAS, NV 89031	<b>GCB RECOMMENDS:</b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b>NGC DISPOSITION:</b> APPROVED, CONDITIONED – SAME.
3.	R25-0111	7 MACHINES	35743-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET LAKE MEAD 755 W LAKE MEAD PKWY HENDERSON, NV 89015	<b>GCB RECOMMENDS:</b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b>NGC DISPOSITION:</b> APPROVED, CONDITIONED – SAME.
4.	R25-0112	7 MACHINES	36303-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET RAINBOW 8880 S RAINBOW BLVD LAS VEGAS, NV 89139	<b>GCB RECOMMENDS:</b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b>NGC DISPOSITION:</b> APPROVED, CONDITIONED – SAME.

**DISPOSITION**  
**EXHIBIT TO THE JUNE 2025 AGENDA**  
**RESTRICTED ITEMS # R25-0109 – R25-0113 / R25-0116 – R25-0122**  
**UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at**  
**US MARKET LOCATIONS AND FUEL BROS LOCATIONS**

5.	R25-0113	7 MACHINES	29584-08 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET 70 E CENTENNIAL PKWY NORTH LAS VEGAS, NV 89084	<b>GCB RECOMMENDS:</b> <b>APPROVAL, CONDITIONED:</b> <b>THE SURVEILLANCE SYSTEM</b> <b>AND/OR MIRROR(S) MUST BE</b> <b>INSPECTED AND APPROVED</b> <b>BY THE NGCB ENFORCEMENT</b> <b>DIVISION WITHIN 60 DAYS OF</b> <b>ISSUANCE OF THE STATE</b> <b>GAMING LICENSE AND</b> <b>THEREAFTER BE MAINTAINED</b> <b>AT OR ABOVE THE STANDARD</b> <b>THAT IS APPROVED.</b>  <b>NGC DISPOSITION:</b> <b>APPROVED, CONDITIONED –</b> <b>SAME.</b>
6.	R25-0116	7 MACHINES	36716-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at FUEL BROS JONATHAN 12011 LAS VEGAS BLVD S LAS VEGAS, NV 89183	<b>GCB RECOMMENDS:</b> <b>APPROVAL, CONDITIONED:</b> <b>THE SURVEILLANCE SYSTEM</b> <b>AND/OR MIRROR(S) MUST BE</b> <b>INSPECTED AND APPROVED</b> <b>BY THE NGCB ENFORCEMENT</b> <b>DIVISION WITHIN 60 DAYS OF</b> <b>ISSUANCE OF THE STATE</b> <b>GAMING LICENSE AND</b> <b>THEREAFTER BE MAINTAINED</b> <b>AT OR ABOVE THE STANDARD</b> <b>THAT IS APPROVED.</b>  <b>NGC DISPOSITION:</b> <b>APPROVED, CONDITIONED –</b> <b>SAME.</b>
7.	R25-0117	7 MACHINES	26531-05 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET EASTERN 2424 E RUSSELL RD LAS VEGAS, NV 89120	<b>GCB RECOMMENDS:</b> <b>APPROVAL, CONDITIONED:</b> <b>THE SURVEILLANCE SYSTEM</b> <b>AND/OR MIRROR(S) MUST BE</b> <b>INSPECTED AND APPROVED</b> <b>BY THE NGCB ENFORCEMENT</b> <b>DIVISION WITHIN 60 DAYS OF</b> <b>ISSUANCE OF THE STATE</b> <b>GAMING LICENSE AND</b> <b>THEREAFTER BE MAINTAINED</b> <b>AT OR ABOVE THE STANDARD</b> <b>THAT IS APPROVED.</b>  <b>NGC DISPOSITION:</b> <b>APPROVED, CONDITIONED –</b> <b>SAME.</b>



**DISPOSITION**  
**EXHIBIT TO THE JUNE 2025 AGENDA**  
**RESTRICTED ITEMS # R25-0109 – R25-0113 / R25-0116 – R25-0122**  
**UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at**  
**US MARKET LOCATIONS AND FUEL BROS LOCATIONS**

8.	R25-0118	7 MACHINES	35350-03 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET 1415 W CHEYENNE AVE NORTH LAS VEGAS, NV 89030	<b><u>GCB RECOMMENDS:</u></b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b><u>NGC DISPOSITION:</u></b> APPROVED, CONDITIONED – SAME.
9.	R25-0119	5 MACHINES	36058-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET DECATUR 300 S DECATUR BLVD LAS VEGAS, NV 89107	<b><u>GCB RECOMMENDS:</u></b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b><u>NGC DISPOSITION:</u></b> APPROVED, CONDITIONED – SAME.
10.	R25-0120	7 MACHINES	36304-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at US MARKET ARBY 7120 S JONES BLVD LAS VEGAS, NV 89118	<b><u>GCB RECOMMENDS:</u></b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b><u>NGC DISPOSITION:</u></b> APPROVED, CONDITIONED – SAME.
11.	R25-0121	7 MACHINES	36443-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at FUEL BROS RUSSELL 5735 S DECATUR BLVD LAS VEGAS, NV 89118	<b><u>GCB RECOMMENDS:</u></b> APPROVAL, CONDITIONED: THE SURVEILLANCE SYSTEM AND/OR MIRROR(S) MUST BE INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION WITHIN 60 DAYS OF ISSUANCE OF THE STATE GAMING LICENSE AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.  <b><u>NGC DISPOSITION:</u></b> APPROVED, CONDITIONED – SAME.

**DISPOSITION**  
**EXHIBIT TO THE JUNE 2025 AGENDA**  
**RESTRICTED ITEMS # R25-0109 – R25-0113 / R25-0116 – R25-0122**  
**UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at**  
**US MARKET LOCATIONS AND FUEL BROS LOCATIONS**

<b>12.</b>	R25-0122	7 MACHINES	36305-02 UNITED COIN MACHINE CO., dba CENTURY GAMING TECHNOLOGIES, db at FUEL BROS 8950 WESTWIND RD LAS VEGAS, NV 89139	<b><u>GCB RECOMMENDS:</u></b> <b>APPROVAL, CONDITIONED:</b> <b>THE SURVEILLANCE SYSTEM</b> <b>AND/OR MIRROR(S) MUST BE</b> <b>INSPECTED AND APPROVED</b> <b>BY THE NGCB ENFORCEMENT</b> <b>DIVISION WITHIN 60 DAYS OF</b> <b>ISSUANCE OF THE STATE</b> <b>GAMING LICENSE AND</b> <b>THEREAFTER BE MAINTAINED</b> <b>AT OR ABOVE THE STANDARD</b> <b>THAT IS APPROVED.</b> <b><u>NGC DISPOSITION:</u></b> <b>APPROVED, CONDITIONED –</b> <b>SAME.</b>
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Glenn Hunsucker  
PO Box 61124  
Las Vegas NV 89160

To: Nevada Gaming commission

Topic : Tillman Fertita/ Wynn Shareholder

June 26-2025

- I ask that you deny Tilman Fertitas Request.
- In the past years, Mr. Fertitas Casinos committed consumer fraud.
  - His casinos used **tapered playing** cards---which allowed the cards to be arranged instead of randomly distributed.
  - His casinos used shuffling machines that **read the face of the cards**---which allowed them to be arranged instead of randomly distributed.
  - At his roulette tables, the same number came up 2—3—and 4 times in the row---**so often**---that it **defied mathematical probability** of a random outcome.
- I'm sure all of you on this board are in awe of Mr. Fertita because he is a billionaire and is a member of president Trumps administration.
- I would like to remind you-----that getting rich by **defrauding millions** of consumers----**is not** something to be admired.
- This also reveals the **level of corruption** in the Trump administration.
- I ask that you have moral courage and deny Mr. Fertitas request.

Good morning. Aira Duyanen for the Culinary Union. My comments are about Station Casinos Chief Legal Officer Jeffrey Welch. Mr. Welch's job duties include "devot[ing] full time and attention to the business and affairs of the Company," according to his employer's 2017 filing with the SEC. A CLO of a publicly traded, Nevada gaming company should be credible when testifying under oath about significant matters.

In November 2019, Mr. Welch was in the meeting with Station Casinos owners and others executives where senior management made a written presentation seeking approval for millions of dollars in spending to finance new health and retirement benefits. The presentation emphasized key points through underlined and red-bolded text to stress how funding the benefits would take away union power and disincentivize employees from supporting it. Prior to the meeting, Mr. Welch reviewed the presentation about a weaponized employee benefit scheme. In December 2019, Mr. Welch was a participant in a group text chat with Station Casinos owners where Mr. Welch crowed that employees had removed union buttons after meetings announcing the benefits. So Mr. Welch was in a meeting with underlined, bolded red content and sent a message into a chat with updates about the roll out of plans partly discussed in that meeting.

Yet, according to the judge that presided over the unfair labor practice trial, Mr. Welch and other executives testifying under oath "refused to admit that that there was any discussion at the meeting regarding the underlined and bolded red points in the health insurance and retirement proposals about incentivizing employees not to vote for a union and taking away union power." The judge found Mr. Welch's account not to be credible. Station Casinos is appealing that finding, but you should ask yourselves why there should even be a doubt about

My name is Christopher Meng.

I'm from Red Rock Casino. I

work at the Lucky Penny

Restaurant as a line cook. I

have been working at Red Rock  
Casino for the past 8 years.

I'm fighting for a union contract  
at Red Rock Casino for better  
pay, better working conditions,  
and job security.

Thank you.

Via E-mail only: nrupert@gcb.nv.gov

June 25, 2025

Nicole Rupert, Executive Secretary  
Nevada Gaming Control Board  
7 State of Nevada Way  
Las Vegas, NV 89119

Re: Nonrestricted Agenda Item #7f and #7 - N25-0430 (Re: 17183-01, 17183-01, 09992-01, 09992-01) June 26, 2025 Agenda

Dear Ms. Rupert,

As you know, I have attended and publicly commented at previous Nevada Gaming Control Board ("Board") and Nevada Gaming Commission ("Commission") meetings concerning this matter in October and November 2024, as well as earlier this month. This letter responds to the statements made by Mr. Frank Schreck, counsel for Albert D. Seeno Jr., at the June 11, 2025 Board meeting.

At that meeting, Mr. Schreck made multiple misstatements about two orders the California Superior Court issued regarding pending litigation involving the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for Albert D. Seeno III and for David T. Seeno (the "Trust").<sup>1</sup> I appreciate that the June 26, 2025 Commission meeting agenda item would not address the merits of the California litigation, and the only question is whether or not Mr. Seeno Jr. is a suitable candidate to hold the Trust's shares. However, Mr. Schreck's misstatements about the current status of the California litigation are highly relevant to that determination. Mr. Seeno Jr. *and his agents*, including Mr. Schreck, owe the Board and Commission a duty of candor. Mr. Schreck's false statements to the Board breach that duty. Mr. Schreck should explain the basis for his inaccurate summary of the Order to the Board; in light of the impact it may have had on the Board's favorable recommendation to the Commission.

First, Mr. Schreck falsely claimed that the Orders denied our requests to remove Ronald D. Hawkins as trustee of the Trust. Neither preliminary injunction motion requested the removal of Mr. Hawkins's as trustee. Rather, the California Court ruled on whether and to what extent Mr. Hawkins, and others, including Mr. Seeno Jr., can distribute, loan, convert, substitute, and otherwise allow Trust property to leave the control of the trustee. (*See, e.g.*, Ex. A at 16.) Separately, my brother and I have asked the Court to remove Mr. Hawkins as trustee, but as of sending this letter the Court has not yet ruled on that request.

Mr. Schreck also claimed that the Orders allow Mr. Seeno Jr. to substitute the Trust's assets beginning on September 19, 2025. This is also not accurate. The Orders plainly limit Mr. Seeno Jr.'s ability to substitute the Trust assets without a process "which would allow the court to determine based on appraisals and expert witness testimony whether any substitution complied with the 'equivalent value' provision in the Trust." (*See, e.g.*, Ex. A at 14.) The Orders explicitly restrain Mr. Hawkins, his agents, or any successor trustee from permitting any trust asset to leave the trust absent a further order of the Court. (*See, e.g.*, Ex. A at 16 [Mr. Hawkins and "his agents, any individuals or entities working on his

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<sup>1</sup> The Court's May 14, 2025 Orders on these motions are attached to this letter as Exhibits A and B.

behalf or in concert with him, and any successor Trustee of the Trust (collectively, 'Trustee'), **is hereby restrained from . . . otherwise permitting any Trust property to leave the control of the Trustee pending resolution of this litigation or further order of the court"**] [emphasis added].)

At a minimum, Mr. Schreck's misstatements constitute an omission of material information. At their worst, they are deliberate misrepresentations of the proceedings in the California Superior Court. Either way, this raises an issue as to whether the Board's favorable recommendation to the Commission is based on a complete accurate understanding of the underlying status of the California litigation. Such deliberate misstatements by Mr. Schreck to the Board advise strongly against the Commission granting the requested finding of suitability at the June 26, 2025 Commission meeting until such time as the proceedings in the California Superior Court have concluded.

Thank you for your consideration.

Sincerely,



Albert D. Seeno III

CC: Luke Rippee, Chief of Investigations, [lrippee@gcb.nv.gov](mailto:lrippee@gcb.nv.gov)  
Darlene B. Caruso, Deputy Attorney General, Gaming Division Chief, [DCaruso@ag.nv.gov](mailto:DCaruso@ag.nv.gov)  
David Seeno, [dave@gcoastinc.com](mailto:dave@gcoastinc.com)

# **EXHIBIT A**



FILED  
MAY 14 2025

F. LI CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By P. Ancelet  
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

In re the ) Case no. P22-00359  
)  
ALBERT D. SEENO, JR. AND ) ORDER RE: MOTION FOR PRELIMINARY  
SANDRA L. SEENO PCI TRUST ) INJUNCTION  
FOR ALBERT D. SEENO III. )  
\_\_\_\_\_ )

The “Motion for a Preliminary Injunction” (the “MSA”) filed by Albert D. Seeno, III (“ADS3”)<sup>1</sup> came regularly for hearing on April 25, 2025, in Department 38 of the above-captioned court, the Hon. Barbara C. Hinton, presiding. Frank Busch, Esq., appeared on behalf of ADS3. Adam F. Streisand, Esq., appeared on behalf of trustee Ronald D. Hawkins, Trustee of the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for Albert D. Seeno, III (the “Trustee” of the “Trust”). Pat Lundvall, Esq., *pro hac vice*, appeared on behalf of Albert D. Seeno, Jr. (“ADS2”) and Sandra L. Seeno (“Sandra”) (collectively, ADS2 and Sandra are referred to as the “Settlors”). After reading the papers and considering the argument of counsel, and good cause appearing therefor.

IT IS HEREBY ORDERED AS FOLLOWS:

I.

STATEMENT OF FACTS

A. Terms of the Trust.

On January 4, 2000, the Settlors executed the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust (the “Main Trust”). UMF no. 1. The material terms of ADS3’s Trust are as follows:<sup>2</sup>

<sup>1</sup> Abbreviations and first names are used in this Order for convenience and consistency only. No disrespect is intended.

<sup>2</sup> There is no dispute as to what the terms of the Trust are. The following recitation of the meaning of the Trust terms is the court’s interpretation of an undisputed document. This interpretation is made as a matter of law. Gardenhire v. Superior Court (2005) 127 Cal. App. 4<sup>th</sup> 882, 888 (“The interpretation of a written instrument, even though it involves what might properly be called questions of fact [citation], is essentially a judicial function to be

- The Main Trust assets are to be divided into three equal shares, one for each of the three Seeno children, namely ADS3, David T Seeno and Jacqueline Seeno (Main Trust, Art. I.A-C);
- Within five days of receipt of assets into the trust, the trustee “shall” give written notice to ADS3 of the assets received by the trustee and ADS3’s right to withdraw such assets (Main Trust, Art. I.D.);
- The trustee of the Trust retains the discretion to pay to or apply for the benefit of ADS3 as much of the net income and as much of the principal as deemed necessary or appropriate for ADS3’s proper support, maintenance, health and education at his accustomed standard of living after taking into consideration, if the trustee deems advisable, any income or other resources of ADS3 known to the trustee (Main Trust, Art. II.A.);
- The Trust shall terminate fifteen years from the date that the Main Trust was executed and the assets of the Trust shall be distributed outright to ADS3 (Main Trust, Art. II.B.);
- The trustee of the Trust is prohibited from exercising any power primarily for the benefit of the Settlor rather than for ADS3’s benefit (Main Trust, Art. III.B.);
- The Settlor retain the right, to be exercised in a nonfiduciary capacity, to substitute property of equivalent value for property held by the Trust estate without the approval or consent of any person in a fiduciary capacity (Main Trust, Art. III.C.);
- The Settlor are authorized to borrow Trust funds at such interest rates with such security as they deem appropriate (Main Trust, Art. III.D.);
- The Settlor (or the survivor of them) retain the right to remove and replace the trustee of the Trust in their sole discretion if they determine that removal and replacement are in the best interest of the Trust and its beneficiary (Main Trust, Art. IV.B.). However, neither Settlor may ever be appointed as trustee (*id.*);

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exercised according to the generally accepted canons of interpretation so that the purposes of the instrument may be given effect.”).

- The Trust is irrevocable and non-amendable except as necessary to comply with the Nevada Gaming Control Act (Main Trust, Art. V);
- The Main Trust includes a spendthrift clause that prohibits any creditor from reaching ADS3's interest in the Trust before actual receipt of the interest by ADS3. (Main Trust, Art. VI);
- While the Trust is generally governed by California law (Main Trust, Art. VII.C.), it is also required to operate in accordance with the Nevada Gaming Control Act and its associated regulations (Main Trust, Art. VIII.1.);
- Any trustee of the Trust must be licensed under the Nevada Gaming Control Act before accepting appointment as trustee (Main Trust, Art. VIII.2., 7.);
- ADS3 may not receive a distribution derived from gaming activities (including gaming income), or securities in a licensed gaming operation unless he is either licensed or has received approval for delayed licensing under the Nevada Gaming Control Act (Main trust, Art. VIII.3.).

The original trustee of the Trust was Max D. Gray. On June 25, 2008, the Settlers elected to exercise their authority to change trustees, and by amendment to the Main Trust, appointed Trustee to serve as co-trustee with Mr. Gray. Then, on July 31, 2009, the Settlers again changed trustees and appointed Trustee as the sole trustee of the Trust by amendment. The Trust in this case owns equity interests

The Trust is an intentionally defective grantor trust ("IDGT"). An IDGT is a tax-leveraged strategy where trust settlors transfer (either by sale or gift) highly-appreciating property to the trust for the benefit of non-settlor beneficiaries. The transfer of property to the IDGT is a completed transfer out of the grantors' estate for Federal Estate Tax purposes, thus lowering the grantors' taxable estate at their deaths. The intentional defect in the trust is that the trust settlors remain liable for payment of federal *income tax* on any income generated by the IDGT, as though they were still owners of the trust property. The benefit is to the IDGT *beneficiaries* (particularly in this case) in that they receive income-tax-free income generated by the IDGT (according to its terms) and, at the end of the term, distribution of the IDGT principal that is not subject to Federal Estate Tax at the settlor's death.

ADS3 filed his "Petition for Breach of Trust" against the Trustee on March 17, 2022. On March 21, 2022, ADS3 filed a Motion for Preliminary Injunction. The basis for this motion was a dispute (in fact, similar if not identical to the disputes that are before the court in the instant Motion) concerning allegations that the Trustee was making distributions of Trust income to persons and entities that were not ADS3 in violation of the Trust and California law. ADS3 alleged in this preliminary injunction motion that the payments from the Trust were in satisfaction of unrelated claims against ADS3. Specifically, ADS3 stated "While [ADS3] disputes the validity of these claims, the resolution of that dispute is irrelevant; even if [ADS3] owes money to creditors, the Trustee is prohibited from satisfying such obligations from the Trust pursuant to the Trust's Spendthrift Clause [Main Trust, Art. VI]." ADS3 3/21/22 Motion for Preliminary Injunction, MPA, p.6:17-20. In opposition to this motion, the Trustee argued that he was authorized to make payments to non-beneficiary creditors pursuant to his power to make discretionary distributions on behalf of ADS3 pursuant to the discretion granted to him in the Trust in Article II.A.

Following the hearing on the 2022 motion for a preliminary injunction, on May 11, 2022, the court entered a written order granting a preliminary injunction as follows:

Based on the evidence presented in the papers submitted and having heard the arguments of the Petitioner and the Trustee Ronald Hawkins, the Court finds that there has been no violation of the Trust by the Trustee Ronald Hawkins. Because there is now a dispute in terms of the interpretation of the language of the Trust, it makes sense to have no distributions made at this point until these issues are resolved.

IT IS THEREFORE HEREBY ORDERED that

Ronald Hawkins, as Trustee of the Trust, his agents, any individuals or entities working on his behalf or in concert with him and any successor Trustee of the Trust (collectively, "Trustee") are immediately enjoined and restrained from making and/or permitting distributions from the Trust related to Albert D. Seeno III until further order of this Court or by mutual agreement of the parties confirmed by this Court.

5/11/22 PI, p.2:7-17. This injunction has been in place since it was entered, though it has been slightly modified as permitted by the Order.



On November 14, 2023, ADS3 filed his “Second Amended and Supplemental Petition for Relief from Breach of Trust and for Removal of Trustee” (the “SAP”) following leave to file the SAP by the court on November 9, 2023.<sup>3</sup> The SAP makes many of the same allegations against the Trustee that support ADS3’s claims for breach of trust and for trustee removal, but it also provides more factual detail to support those claims. The SAP focuses on the disputes concerning debts allegedly owed by ADS3 to ADS2 and ADS2’s business entities, the Trustee’s failure to account and his failure to prudently invest Trust assets since the entry of the preliminary injunction in 2022. The SAP does not seek any relief whatsoever against the Settlers for any purpose.

Thereafter, on June 7, 2024, after the Trustee presented his court-ordered accounting of his activities of the Trust, ADS3 filed his Objections to the Trustee’s First Account and Petition to Remove and Replace Trustee. As suggested by the caption, ADS3 alleges a number of breaches of trust committed by the Trustee in the performance of his duties and seeks surcharge remedies against him. Like his SAP, ADS3 does not seek any relief whatsoever against the Settlers for any purpose.

On October 16, 2024, ADS3 applied *ex parte* for a temporary restraining order and an order to show cause re: preliminary injunction, to which the Trustee objected. On October 18, 2024, the court granted the TRO as follows:

Ronald D. Hawkins, as trustee of the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for Albert D. Seeno III (the “Trust”), his agents, any individuals or entities working on his behalf or in concert with him, and any successor Trustee of the Trust (collectively, “Trustee”), in addition to anyone with whom Hawkins might act to transfer Trust assets, including but not limited to Albert D. Seeno Jr. and Sandra Seeno, are immediately enjoined and restrained from making or permitting distributions, loans (including pursuant to Article III(D) of the Trust), substitutions (including pursuant to Article III(C) of the Trust), conversions, or otherwise permitting any Trust property to leave the control of the Trustee.

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<sup>3</sup> ADS3 filed his First Amended and Supplemental Petition on March 17, 2023, though it was filed without leave of court. The First Amended Petition was dismissed by ADS3 without prejudice on July 12, 2023.

## II.

### LEGAL DISCUSSION

#### **A. Rules Governing Preliminary Injunctions.**

Injunctive relief is governed by Code of Civil Procedure sections 525 through 533 and Rules of Court 3.1150 through 3.1152. The issuance of a preliminary injunction is a drastic remedy which the courts are directed to use cautiously. This is the basis for the threshold requirement that plaintiffs must show the threat of "irreparable injury." See Tahoe Keys Property Owners' Assn. v. State Water Resources Control Bd. (1994) 23 Cal. App. 4<sup>th</sup> 1459, 1471. In general, "irreparable injury" means a kind of injury for which monetary relief is not a sufficient remedy. (Id.) The threat of irreparable injury must be imminent, as opposed to a mere possibility:

An injunction cannot issue in a vacuum based on the proponents' fears about something that may happen in the future. It must be supported by actual evidence that there is a realistic prospect that the party enjoined intends to engage in the prohibited activity.

(Korean Philadelphia Presbyterian Church v. California Presbytery (2000) 77 Cal.App.4<sup>th</sup> 1069, 1084.)

Assuming that a plaintiff has shown the threat of irreparable injury, the trial court must apply a balancing test. The court must weigh (1) the likelihood that the moving party will ultimately prevail on the merits, and (2) the relative interim harm to the parties from issuance or nonissuance of the injunction. See City of San Jose v. MediMarts, Inc. (2016) 1 Cal. App. 5<sup>th</sup> 842, 850; O'Connell v. Superior Court (2006) 141 Cal. App. 4<sup>th</sup> 1452, 1463-64. The court has discretion to balance these two factors; e.g., a particularly strong showing on the merits by the moving party might overcome a modest showing of interim harm by the opposing party. However, the first criterion is not completely dispensable; the moving party must show "some possibility" of prevailing on the merits, regardless of the relative interim harm. See Jessen v. Keystone Savings & Loan Assn. (1983) 142 Cal. App. 3<sup>d</sup> 454, 459.

The moving parties have the burden of proof in this proceeding. O'Connell v. Superior Court (2006) 141 Cal. App. 4<sup>th</sup> 1452, 1481. To meet this burden, they must come forward with "competent evidence." Carsten v. City of Del Mar (1992) 8 Cal. App. 4<sup>th</sup> 1642, 1655.

**B. Application of Probate Code Rules.**

In its tentative ruling on this Motion, the court instructed the parties to be prepared to discuss whether the court has the power to fashion its own orders, whether requested in the Motion or not, pursuant to the power conferred to it pursuant to Probate Code section 17206.<sup>4</sup> Section 17206 states:

The court in its discretion may make any orders and take any other action necessary or proper to dispose of the matters presented by the petition, including appointment of a temporary trustee to administer the trust in whole or in part.

The court also instructed the parties to consider the language of Barefoot v. Jennings (2020) 8 Cal.5<sup>th</sup> 822, and specifically whether the principles set forth in the following language at pages 828-829, made in the context of a dispute over legal standing to sue, could be applied in a breach of trust dispute:

Additionally, section 17206 provides the probate court with wide latitude to “make any orders and take any other action necessary or proper to dispose of the matters presented by the petition.” This section supports a finding of standing here. **We have held that although the probate court has no general equity jurisdiction, it does have the power to apply equitable and legal principles in order to assist its function as a probate court.** ([Estate of Bissinger (1964) 60 Cal.2d 756, 764–765].) Indeed, the probate court is given broad jurisdiction ““over practically all controversies which might arise between the trustees and those claiming to be beneficiaries under the trust.”” (*Id.* at p. 765, *quoting* [Estate of Marre (1941) 18 Cal.2d 184, 187].) Using such discretion, **the court can preserve trust assets and the rights of all purported beneficiaries while it adjudicates the standing issue.** As one court explained, interpreting section 17200 as we do here “not only makes sense as a matter of judicial economy, but it also recognizes the probate court’s inherent power to decide all incidental issues necessary to carry out its express powers to supervise the administration of the trust.” ([Estate of Heggstad (1993) 16 Cal. App. 4<sup>th</sup> 943, 951.]) [Emphasis added.]

At the hearing on this Motion, all parties agreed that the court’s power to craft an order is not only governed by civil injunction law, but the court also retains the discretion to craft an appropriate order under Section 17206. Therefore, not only will the court craft an order that

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<sup>4</sup> All further statutory references are to the Probate Code unless otherwise indicated.

applies injunction law, this order will have a keen eye towards “preserv[ing] trust assets and the right of all...beneficiaries” while it adjudicates the issues concerning breach of trust.

**C. Rulings on Requests for Judicial Notice.**

In Opposition to this Motion, the Trustee requested judicial notice of one matter. That request is DENIED as being irrelevant to the issues before the court.

**D. Rulings on Evidentiary Objections.**

As a preliminary comment, the court notes that the parties have submitted a substantial amount of evidence in connection with the issue of whether certain debts allegedly owed by ADS3 to ADS2, or their related entities, are valid. These facts and the issues of validity of any debt are not particularly relevant to this court for purposes of this Motion for two related reasons.

First, as the parties are aware, the issue of the validity of debt obligations between ADS3 and ADS2 is currently being litigated separately in the Civil Department of this court. Earlier in this proceeding, this court indicated that it did not intend to make any rulings concerning the validity of any debt that may be at issue in this case and would not consider consolidation of the Civil matter into this Probate matter. Consistent with that ruling, this court will not adjudicate any of those issues.

Second, as recited above and discussed below, this court has already entered a preliminary injunction prohibiting the Trustee from making any distributions except by order of the court, including distributions “on behalf” of ADS3. The court does not intend to modify that preliminary injunction in any way. The evidence that is presented in connection with the validity of any debt can only be relevant to the issue of whether the Trustee’s distributions to pay off those alleged debts was or was not a breach of trust. The ability of the Trustee to make distributions “on behalf” of ADS3 has already been enjoined.

**1. Trustee’s Objections.**

In Opposition to this Motion, the Trustee raised 18 objections to the evidence filed by ADS3 in support of the Motion. The court’s rulings are as follows:

Objection no. 1: SUSTAINED.

Objection no. 2: OVERRULED.

Objection no. 3: SUSTAINED (hearsay).

Objection no. 4: OVERRULED.

Objection no. 5: SUSTAINED.



Objection no. 6: OVERRULED.

Objection no. 7: SUSTAINED.

Objection no. 8: OVERRULED.

Objection no. 9: OVERRULED.

Objection no. 10: OVERRULED.

Objection no. 11: OVERRULED.

Objection no. 12: OVERRULED.

Objection no. 13: OVERRULED.

Objection no. 14: OVERRULED.

Objection no. 15: OVERRULED.

Objection no. 16: OVERRULED.

Objection no. 17: OVERRULED.

Objection no. 18: OVERRULED.

2. ADS3's Objections.

In Reply to this Motion, ADS3 raised 112 objections to the evidence filed by the Trustee in opposition to the Motion. The court's rulings are as follows:

Objection no. 1: OVERRULED.

Objection no. 2: OVERRULED.

Objection no. 3: OVERRULED.

Objection no. 4: OVERRULED.

Objection no. 5: SUSTAINED as irrelevant in that it discusses loans from the Trust fbo David Seeno, not the Trust fbo ADS3, which is at issue here.

Objection no. 6: OVERRULED.

Objection no. 7-11: SUSTAINED as irrelevant in that it discusses loans from the Trust fbo David Seeno, not the Trust fbo ADS3, which is at issue here.

Objection no. 12: OVERRULED.

Objection no. 13: SUSTAINED as to the phrase "Consistent with Trust Article III(D)". Otherwise OVERRULED.

Objection no. 14: OVERRULED.

Objection no. 15: OVERRULED.

Objection no. 16: SUSTAINED (relevance).

Objection no. 17-22: SUSTAINED by the court as irrelevant in that the evidence supports the entry of an injunction that prohibits further distributions by the Trustee. As discussed above, that injunction is already in place and will not be modified.

Objection no. 23: OVERRULED.

Objection no. 24: OVERRULED.

Objection no. 25: SUSTAINED.

Objection no. 26: SUSTAINED.

Objection no. 27: OVERRULED.

Objection no. 28: OVERRULED.

Objection no. 29: OVERRULED.

Objection no. 30: This is not an evidentiary objection and is therefore OVERRULED.

Objection no. 31: SUSTAINED (lacks personal knowledge).

Objection no. 32: OVERRULED.

Objection no. 33: OVERRULED.

Objection nos. 34-61: SUSTAINED by the court as irrelevant in that the evidence supports the entry of an injunction that prohibits further distributions by the Trustee. As discussed above, that injunction is already in place and will not be modified.

Objection nos. 62-65: SUSTAINED (relevance).

Objection nos. 66-69: SUSTAINED by the court as irrelevant in that the evidence supports the entry of an injunction that prohibits further distributions by the Trustee. As discussed above, that injunction is already in place and will not be modified.

Objection no. 70: OVERRULED as no competent evidence has been presented to support the factual assertion raised in this Objection.

Objection nos. 71-72: SUSTAINED (relevance).

Objection no. 73: SUSTAINED.

Objection nos. 74-85: MOOT in light of Objection no. 73.

Objection no. 86: OVERRULED.

Objection no. 87: OVERRULED.

Objection no. 88: SUSTAINED.

Objection no. 89: SUSTAINED.

Objection no. 90: SUSTAINED by the court as irrelevant in that the evidence supports the entry of an injunction that prohibits further distributions by the Trustee. As discussed above, that injunction is already in place and will not be modified.

With regard to evidence submitted by the Settlers in opposition to this Motion, including but not limited to ADS3's Objection nos. 91 through 112, the court SUSTAINS its own objection on relevance grounds and, alternatively, STRIKES their submissions in opposition to this Motion. As discussed more completely below, while the Settlers are certainly "interested parties" to this proceeding as defined by Section 48, they have not been sued by ADS3. There is no operative pleading in this matter that seeks any relief against the Settlers. The only claims by ADS3 are breach of trust claims against the Trustee. The Settlers are, therefore, not parties to this action and their submissions are not appropriate for the court's consideration.<sup>5</sup>

In addition, according to the court's records, the Settlers' submissions were filed on January 3, 2025. The court's deadline to file oppositions to this Motion was December 20, 2024. Pursuant to Rule of Court 3.1300(d), the court has the discretion to disregard a late-filed paper. The court so exercises this discretion and disregards these late-filed papers.

3. Trustee's Objections to Reply Evidence.

Finally, the Trustee raised ten objections to evidence submitted by ADS3 in his Reply to this Motion. The court's rulings are as follows:

Objection no. 1: OVERRULED.

Objection nos. 2-9: SUSTAINED by the court as irrelevant as Mr. McGuinness' Declaration concerns the licensure of the successor trustee proposed by ADS3 to replace the Trustee. That issue is not before the court in this Motion.

Objection no. 10: SUSTAINED by the court as irrelevant. Mr. Gilbert's qualifications to be appointed as successor trustee is not before the court in this Motion.

E. The Preliminary Injunction is Granted in Part and Denied in Part as Moot.

This instant Motion seeks the following categories of injunctive relief: (1) making or permitting distributions; (2) making or permitting loans (including pursuant to Article III(D) of the Trust); (3) making or permitting substitutions (including pursuant to Article III(C) of the Trust); (4) conversions; or (5) otherwise permitting any Trust property to leave the control of the

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<sup>5</sup> This does not mean, however, that the Trustee is prohibited from calling either of the Settlers as witnesses in this matter if they have relevant evidence to present.

Trustee. The requested injunction prohibiting the Trustee from making distributions from the Trust has already been granted by the court pursuant to its 2022 preliminary injunction, and this court has no intention to modify that Order at this time, except perhaps to expand it slightly as set forth below. Therefore, that requested relief is denied as moot.

The request to enjoin the making of loans of Trust property is granted. While it is clear that the Trust authorizes the making of loans to the Settlers, the Trust limits that ability to the Settlers *only*, and not to entities owned or controlled by the Settlers. The evidence shows that the Trustee made loans to entities controlled by the Settlers, which the court construes for purposes of this Motion only to be, at a minimum, a possible technical breach of trust. See, e.g., Hawkins Decl., ¶ 18. Pursuant to Probate Code section 17206, the court finds sufficient good cause, particularly the fact that this Trust administration should have terminated more than ten years ago, to enjoin the making of any loans of Trust property, including loans to the Settlers personally, pending the outcome of the litigation in this matter.

In addition, the court also grants the requested injunctive relief that prevents the Trustee from allowing conversions of Trust property or otherwise permitting any Trust property to leave the control of the Trustee. This injunction is entered pursuant to Probate Code section 17206 in an effort to freeze the Trust administration with the court's goal to terminate it sooner rather than later.

**F. A Preliminary Injunction is Denied as to the Substitution of the Casino Stock.**

However, while the court agrees that the suspension of some of the Trustee's powers is appropriate, the court also finds that there is insufficient ground to enjoin the Settlers' right to substitute the Gaming Shares for assets of equivalent value. As described above, one of the powers retained by the Settlers in the Main Trust is to substitute Trust assets for other assets of equivalent value. Specifically, Article III.A.16.C. page 7 of the Trust states:

Notwithstanding the foregoing provisions, the Trustors reserve the right, *exercisable in a nonfiduciary capacity*, to substitute property of equivalent value for property held by the trust estate *without the approval or consent of any person in a fiduciary capacity*.  
[Emphasis added.]

The only reasonable interpretation of this provision of the Main Trust is that the Settlers have the near absolute right to substitute the Gaming Shares at any time. The only restriction is that the replacement property be of "equivalent value". The Settlers are not restricted from considering

any beneficiary's interests in deciding to make the substitution, and the Trustee has no power to refuse a substitution of any assets.

In this case, the court finds that there are insufficient grounds to grant a preliminary injunction regarding the substitution power as requested by ADS3 on both procedural and substantive grounds. First, the requested ground to enjoin the substitution power is not strictly a request for an injunction against the Trustee. Rather, this request appears to be a "back door" attempt to obtain an injunction against the only people who have the power to exercise the right to substitute the assets of the Trust, namely the Settlers. In reviewing the pleadings, and interpreting them liberally and with a view towards substantial justice (Code of Civ. Proc. § 452), ADS3 seeks no relief whatsoever against the Settlers. Both of ADS3's pleadings in this matter (his SAP and his Objections to the Trustee's accounting) only assert claims against the Trustee for breach of trust. Naturally, because the basis for all of ADS3's claims is breach of fiduciary duty, any attempt to prevent the Settlers from exercising their substitution power cannot be supported by ADS3's pleadings *because the Settlers' power to substitute is expressly granted in a nonfiduciary capacity*. Therefore, ADS3 is not likely to succeed on the merits of his claim to effectively enjoin the Settlers from exercising the substitution power.

Furthermore, ADS3 cannot demonstrate a likelihood of success on the merits of any breach of fiduciary duty claim *vis a vis* any substitution power by the Settlers because the terms of Article III.A.16.C. expressly do not give the Trustee any right to reject any proposed substitution of Trust assets by the Settlers. The Trust is clear that the Settlers' right to substitute is "*without the approval or consent of any person in a fiduciary capacity*." Therefore, the acknowledged fact that the Trustee in this case has been attempting to proactively negotiate with the Settlers for the appropriate substitution of Trust property is a demonstration of the *appropriate* exercise of the Trustee's fiduciary duties to the Trust beneficiaries rather than a *breach* of duty.

The court also finds that the only limit placed on the Settlers' substitution power, value, is inherently susceptible to a calculation for damages purposes if there is a dispute as to whether the substitution was, in fact, equivalent. For example, it is entirely conceivable that the Settlers could decide to substitute the Gaming Shares for *cash*. If there is a dispute over whether the substitution was equivalent, it would be simply a matter of valuing the Gaming Shares (probably via appraisals and expert testimony) and determining whether the amount of cash was of

equivalent value. Hypothetically, this analysis could be conducted with any asset that the Settlers choose to substitute for the Gaming Shares, which would allow the court to determine based on appraisals and expert witness testimony whether any substitution complied with the “equivalent value” provision in the Trust.

Finally, the notion that ADS3’s beneficial interest in the Gaming Shares became “vested” after 15 years and cannot be substituted is not supported by the terms of the Trust, applicable law and the facts of this case. According to the terms of the Trust, distribution of the Gaming Shares to ADS3 was always conditioned on ADS3’s ability to obtain a license to own those shares by the Nevada gaming authorities. There is no reasonable dispute that ADS3 has never obtained such a license, and there is no explanation as to why ADS3 has not obtained a license in the 25 years of the Trust’s existence. He also does not provide any facts to indicate any attempts to obtain a license over those same 25 years, leading to the reasonable assumption that he has never submitted an application. What is abundantly clear is that the *only* person who is in control of the application process is ADS3 himself. Whether he is ultimately granted a license is up to Nevada gaming authorities, but ADS3’s apparent failure to even begin the process before now cuts deeply into his argument that his rights are vested.

In support of his vesting argument, ADS3 in his Reply brief cites to Salvation Army v. Price (1995) 36 Cal. App. 4<sup>th</sup> 1619. This case is easily distinguishable to the facts of this case. In Salvation Army, a decedent left a will that bequeathed her estate to a testamentary trust for the lifetime benefit of her surviving spouse and, after his death, certain specific bequests were left to several charities. Following the surviving spouse’s death, the trustee of the testamentary trust petitioned the trial court for instructions seeking an order authorizing it to delay distribution of the gifts to the charities because the property to be distributed was the subject of litigation.

Approximately eighteen years later, the testamentary trustee petitioned the court for final distribution of the testamentary trust due to the conclusion of the related litigation and sought an order allowing distribution to the charities. At the time of the filing of the petition, the market value of the assets had nearly quintupled in value. One of five residuary beneficiaries of the testamentary trust objected, arguing that the increase in value should be allocated to the residuary beneficiaries while the charities should only receive the carry value of the assets plus 4% simple interest for delay in distribution. The trial court agreed with the residuary beneficiary and entered a distribution order accordingly.

The charities appealed and the Court of Appeal reversed. The Court of Appeal held that the charities' interests in the trust property vested and obtained beneficial title to the trust property upon the date the surviving spouse died, the event that terminated the testamentary trust. Thus, because the Trust terminated upon that event, the charities became entitled to the property plus all of its appreciation during the wind-up phase of the administration as required by Probate Code section 15407(b). The court found that, upon termination, the assets must be distributed "as provided in the trust instrument or in a manner directed by the court that conforms as nearly as possible to the intention of the settlor as expressed in the trust instrument". Prob. Code § 15410(b). Therefore, because of the litigation involving the trust property, the charity beneficiaries were entitled to the trust property plus all appreciation.

Where this case is easily distinguishable with Salvation Army is the fact that the ability for the Trustee to distribute the Trust assets is entirely and exclusively under the control of ADS3. There is nothing in the current record that provides any fact to demonstrate that ADS3 was somehow prevented from applying for and obtaining a license from the Nevada gaming authorities at any time in the past ten years that would have required the Trustee to terminate the Trust and distribute the Gaming Shares to ADS3. Therefore, the Gaming Shares *could not be distributed "as provided in the trust instrument"* under circumstances of ADS3's making. By contrast, in Salvation Army, the reason why the trust property was not distributed was not under the control of the charity beneficiaries. The litigation that prevented distribution of the testamentary trust assets to the beneficiaries was not under any beneficiary's control except to the extent that they could scrutinize the trustee's exercise of powers during that litigation. Therefore, for that reason alone, Salvation Army does not apply to the facts of this case.

Finally, this result would likely be very different if ADS3 was able to demonstrate that at any time since 2015 (the date that the Trust was to terminate) he was licensed under Nevada gaming law to directly own the Gaming Shares. Under this record, he was unable to do so. Had he been able to show licensure, his interest and right to receive the Gaming Shares outright pursuant to the Trust would have truly vested, and the Trustee's failure to distribute would have constituted a clear breach of trust. In the absence of a clear demonstration of a proper license, the balance of the equities shifts in favor of the Settlers who, so long as the Gaming Shares remain in trust, are obligated to pay the tax on all income generated by them. It is clearly in the

Settlors' interest to create conditions to ensure that the Trust terminates by substituting property that does not require Nevada Gaming approval so that they can stop paying the income tax.

### III.

#### CONCLUSION

For the foregoing reasons, the Motion is DENIED IN PART AS MOOT, GRANTED IN PART AND DENIED IN PART, as follows:

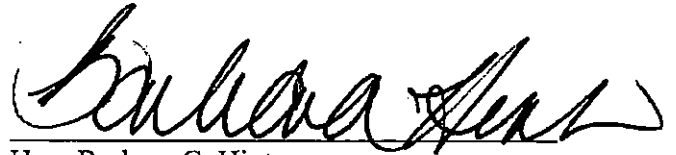
1. The May 11, 2022, Preliminary Injunction remains in full force and effect, as subsequently modified by order of this court, pending resolution of this litigation or further order of the court;
2. Ronald D. Hawkins, as trustee of the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for Albert D. Seeno III, his agents, any individuals or entities working on his behalf or in concert with him, and any successor Trustee of the Trust (collectively, "Trustee"), is hereby restrained from making or permitting loans of Trust property to any person or entity, including the Settlers of the Trust, allowing or causing any conversion of Trust property to any person or entity, or otherwise permitting any Trust property to leave the control of the Trustee pending resolution of this litigation or further order of the court;
3. Albert D. Seeno, III's request for an order enjoining the Trustee or any other person, including the Settlers, from allowing any substitutions of Trust property pursuant to Article III.A.16.C. page 7 of the Trust is DENIED.

However, the court STAYS this Order until September 19, 2025, and the existing Temporary Restraining Order dated October 18, 2024, shall remain in effect until that date. During this stay, the parties (including the Settlers) are ordered to mediation pursuant to Breslin v. Breslin (2021) 62 Cal. App. 5<sup>th</sup> 801. The parties (including the Settlers) are ordered to complete the mediation not later than September 19, 2025. The court does not intend to extend this deadline except upon a showing of exceptional circumstances. In an effort to facilitate mediation in this matter, the parties (including the Settlers) are referred to the court's ADR program pursuant to Local Rules 3.200 *et seq.*, though the parties are not required to utilize the neutral selected by the ADR program and may privately select a mediator of their choice. Should the case not resolve at mediation or if mediation does not occur by the deadline, this Order shall automatically become effective.



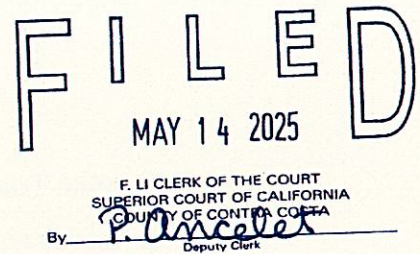
IT IS SO ORDERED.

Date: 5/14/2025

A handwritten signature in black ink, appearing to read 'Barbara C. Hinton', written over a horizontal line.

Hon. Barbara C. Hinton  
Judge of the Superior Court

# **EXHIBIT B**



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

In re the ) Case no. P24-00908  
)  
**ALBERT D. SEENO, JR. AND** ) **ORDER RE: MOTION FOR PRELIMINARY**  
**SANDRA L. SEENO PCI TRUST** ) **INJUNCTION**  
**FOR DAVID SEENO.** )  
\_\_\_\_\_ )

The “Motion for a Preliminary Injunction” (the “MSA”) filed by David Seeno (“David”)<sup>1</sup> came regularly for hearing on April 25, 2025, in Department 38 of the above-captioned court, the Hon. Barbara C. Hinton, presiding. Frank Busch, Esq., appeared on behalf of DAVID. Adam F. Streisand, Esq., appeared on behalf of trustee Ronald D. Hawkins, Trustee of the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for David, (the “Trustee” of the “Trust”). Pat Lundvall, Esq., *pro hac vice*, appeared on behalf of Albert D. Seeno, Jr. (“ADS2”) and Sandra L. Seeno (“Sandra”) (collectively, ADS2 and Sandra are referred to as the “Settlors”). After reading the papers and considering the argument of counsel, and good cause appearing therefor,

IT IS HEREBY ORDERED AS FOLLOWS:

I.

**STATEMENT OF FACTS**

A. **Terms of the Trust.**

On January 4, 2000, the Settlors executed the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust (the “Main Trust”). UMF no. 1. The material terms of DAVID’s Trust are as follows:<sup>2</sup>

<sup>1</sup> Abbreviations and first names are used in this Order for convenience and consistency only. No disrespect is intended.

<sup>2</sup> There is no dispute as to what the terms of the Trust are. The following recitation of the meaning of the Trust terms is the court’s interpretation of an undisputed document. This interpretation is made as a matter of law. Gardenhire v. Superior Court (2005) 127 Cal. App. 4<sup>th</sup> 882, 888 (“The interpretation of a written instrument, even though it involves what might properly be called questions of fact [citation], is essentially a judicial function to be

- The Main Trust assets are to be divided into three equal shares, one for each of the three Seeno children, namely Alfred D. Seeno, III, David and Jacqueline Seeno (Main Trust, Art. I.A-C);
- Within five days of receipt of assets into the trust, the trustee “shall” give written notice to David of the assets received by the trustee and David’s right to withdraw such assets (Main Trust, Art. I.D.);
- The trustee of the Trust retains the discretion to pay to or apply for the benefit of David as much of the net income and as much of the principal as deemed necessary or appropriate for David’s proper support, maintenance, health and education at his accustomed standard of living after taking into consideration, if the trustee deems advisable, any income or other resources of David known to the trustee (Main Trust, Art. II.A.);
- The Trust shall terminate fifteen years from the date that the Main Trust was executed, and the assets of the Trust shall be distributed outright to David (Main Trust, Art. II.B.);
- The trustee of the Trust is prohibited from exercising any power primarily for the benefit of the Settlers rather than for David’s benefit (Main Trust, Art. III.B.);
- The Settlers retain the right, to be exercised in a nonfiduciary capacity, to substitute property of equivalent value for property held by the Trust estate without the approval or consent of any person in a fiduciary capacity (Main Trust, Art. III.C.);
- The Settlers are authorized to borrow Trust funds at such interest rates with such security as they deem appropriate (Main Trust, Art. III.D.);
- The Settlers (or the survivor of them) retain the right to remove and replace the trustee of the Trust in their sole discretion if they determine that removal and replacement are in the best interest of the Trust and its beneficiary (Main Trust, Art. IV.B.). However, neither Settlor may ever be appointed as trustee (*id.*);

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exercised according to the generally accepted canons of interpretation so that the purposes of the instrument may be given effect.”).

- The Trust is irrevocable and non-amendable except as necessary to comply with the Nevada Gaming Control Act (Main Trust, Art. V);
- The Main Trust includes a spendthrift clause that prohibits any creditor from reaching David's interest in the Trust before actual receipt of the interest by David. (Main Trust, Art. VI);
- While the Trust is generally governed by California law (Main Trust, Art. VII.C.), it is also required to operate in accordance with the Nevada Gaming Control Act and its associated regulations (Main Trust, Art. VIII.1.);
- Any trustee of the Trust must be licensed under the Nevada Gaming Control Act before accepting appointment as trustee (Main Trust, Art. VIII.2., 7.);
- David may not receive a distribution derived from gaming activities (including gaming income), or securities in a licensed gaming operation unless he is either licensed or has received approval for delayed licensing under the Nevada Gaming Control Act (Main trust, Art. VIII.3.).

The original trustee of the Trust was Max D. Gray. On June 25, 2008, the Settlor elected to exercise their authority to change trustees, and by amendment to the Main Trust, appointed Trustee to serve as co-trustee with Mr. Gray. Then, on July 31, 2009, the Settlor again changed trustees and appointed Trustee as the sole trustee of the Trust by amendment. The Trust in this case owns equity interests

The Trust is an intentionally defective grantor trust ("IDGT"). An IDGT is a tax-leveraged strategy where trust settlors transfer (either by sale or gift) highly-appreciating property to the trust for the benefit of non-settlor beneficiaries. The transfer of property to the IDGT is a completed transfer out of the grantors' estate for Federal Estate Tax purposes, thus lowering the grantors' taxable estate at their deaths. The intentional defect in the trust is that the trust settlors remain liable for payment of federal *income tax* on any income generated by the IDGT, as though they were still owners of the trust property. The benefit is to the IDGT *beneficiaries* (particularly in this case) in that they receive income-tax-free income generated by the IDGT (according to its terms) and, at the end of the term, distribution of the IDGT principal that is not subject to Federal Estate Tax at the settlor's death.

David filed his "Petition for Relief from Breach of Trust and for Removal of Trustee" (the "Petition") against the Trustee on May 23, 2024. The general claims made by David against the Trustee are that (1) the Trustee has made unauthorized loans to ADS2 and/or companies owned or controlled by him without David's knowledge or consent; (2) the Trustee has diverted distributions to ADS2 without David's consent, distributions which the Trustee claims were paid on behalf of David for payment of loan obligations; and (3) the Trustee's failure to keep David fully informed concerning the administration of his Trust. The court notes that the Petition does not request any relief whatsoever against ADS2, only against the Trustee for breaches of fiduciary duty.

On October 16, 2024, David applied *ex parte* for a temporary restraining order and an order to show cause re: preliminary injunction, to which the Trustee objected. On October 18, 2024, the court granted the TRO as follows:

Ronald D. Hawkins, as trustee of the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust for David Seeno (the "Trust"), his agents, any individuals or entities working on his behalf or in concert with him, and any successor Trustee of the Trust (collectively, "Trustee"), in addition to anyone with whom Hawkins might act to transfer Trust assets, including but not limited to Albert D. Seeno Jr. and Sandra Seeno, are immediately enjoined and restrained from making or permitting distributions, loans (including pursuant to Article III(D) of the Trust), substitutions (including pursuant to Article III(C) of the Trust), conversions, or otherwise permitting any Trust property to leave the control of the Trustee.

## II.

### **LEGAL DISCUSSION**

#### **A. Rules Governing Preliminary Injunctions.**

Injunctive relief is governed by Code of Civil Procedure sections 525 through 533 and Rules of Court 3.1150 through 3.1152. The issuance of a preliminary injunction is a drastic remedy which the courts are directed to use cautiously. This is the basis for the threshold requirement that plaintiffs must show the threat of "irreparable injury." See Tahoe Keys Property Owners' Assn. v. State Water Resources Control Bd. (1994) 23 Cal. App. 4<sup>th</sup> 1459, 1471. In general, "irreparable injury" means a kind of injury for which monetary relief is not a



sufficient remedy. (Id.) The threat of irreparable injury must be imminent, as opposed to a mere possibility:

An injunction cannot issue in a vacuum based on the proponents' fears about something that may happen in the future. It must be supported by actual evidence that there is a realistic prospect that the party enjoined intends to engage in the prohibited activity.

(Korean Philadelphia Presbyterian Church v. California Presbytery (2000) 77 Cal.App.4th 1069, 1084.)

Assuming that a plaintiff has shown the threat of irreparable injury, the trial court must apply a balancing test. The court must weigh (1) the likelihood that the moving party will ultimately prevail on the merits, and (2) the relative interim harm to the parties from issuance or nonissuance of the injunction. See City of San Jose v. MediMarts, Inc. (2016) 1 Cal. App. 5<sup>th</sup> 842, 850; O'Connell v. Superior Court (2006) 141 Cal. App. 4th 1452, 1463-64. The court has discretion to balance these two factors; e.g., a particularly strong showing on the merits by the moving party might overcome a modest showing of interim harm by the opposing party. However, the first criterion is not completely dispensable; the moving party must show "some possibility" of prevailing on the merits, regardless of the relative interim harm. See Jessen v. Keystone Savings & Loan Assn. (1983) 142 Cal. App. 3d 454, 459.

The moving parties have the burden of proof in this proceeding. O'Connell v. Superior Court (2006) 141 Cal. App. 4th 1452, 1481. To meet this burden, they must come forward with "competent evidence." Carsten v. City of Del Mar (1992) 8 Cal. App. 4th 1642, 1655.

**B. Application of Probate Code Rules.**

In its tentative ruling on this Motion, the court instructed the parties to be prepared to discuss whether the court has the power to fashion its own orders, whether requested in the Motion or not, pursuant to the power conferred to it pursuant to Probate Code section 17206.<sup>3</sup> Section 17206 states:

The court in its discretion may make any orders and take any other action necessary or proper to dispose of the matters presented by the petition, including appointment of a temporary trustee to administer the trust in whole or in part.

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<sup>3</sup> All further statutory references are to the Probate Code unless otherwise indicated.

The court also instructed the parties to consider the language of Barefoot v. Jennings (2020) 8 Cal.5<sup>th</sup> 822, and specifically whether the principles set forth in the following language at pages 828-829, made in the context of a dispute over legal standing to sue, could be applied in a breach of trust dispute:

Additionally, section 17206 provides the probate court with wide latitude to “make any orders and take any other action necessary or proper to dispose of the matters presented by the petition.” This section supports a finding of standing here. **We have held that although the probate court has no general equity jurisdiction, it does have the power to apply equitable and legal principles in order to assist its function as a probate court.** ([Estate of Bissinger (1964) 60 Cal.2d 756, 764–765].) Indeed, the probate court is given broad jurisdiction ““over practically all controversies which might arise between the trustees and those claiming to be beneficiaries under the trust.”” (*Id.* at p. 765, quoting [Estate of Marre (1941) 18 Cal.2d 184, 187].) Using such discretion, **the court can preserve trust assets and the rights of all purported beneficiaries while it adjudicates the standing issue.** As one court explained, interpreting section 17200 as we do here “not only makes sense as a matter of judicial economy, but it also recognizes the probate court’s inherent power to decide all incidental issues necessary to carry out its express powers to supervise the administration of the trust.” ([Estate of Heggstad (1993) 16 Cal. App. 4<sup>th</sup> 943, 951.] [Emphasis added.]

At the hearing on this Motion, all parties agreed that the court’s power to craft an order is not only governed by civil injunction law, but the court also retains the discretion to craft an appropriate order under Section 17206. Therefore, not only will the court craft an order that applies injunction law, this order will have a keen eye towards “preserv[ing] trust assets and the right of all...beneficiaries” while it adjudicates the issues concerning breach of trust.

**C. Rulings on Requests for Judicial Notice.**

In Opposition to this Motion, the Trustee requested judicial notice of three matters. All of these requests are denied. However, as set forth below, the court on its own motion will take judicial notice of the entire file in case no. MSP22-00359 (*In re the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust fbo Albert D. Seeno, III*).

**D. Rulings on Evidentiary Objections.**

As a preliminary comment, the court notes that the parties have submitted a substantial amount of evidence in connection with the issue of whether certain debts allegedly owed by



David to ADS2, or their related entities, are valid. These facts and the issues of validity of any debt are not particularly relevant to this court for purposes of this Motion for two related reasons.

First, as the parties are aware, the issue of the validity of debt obligations between David and ADS2 is currently being litigated separately in the Civil Department of this court. Earlier in this proceeding, this court indicated that it did not intend to make any rulings concerning the validity of any debt that may be at issue in this case and would not consider consolidation of the Civil matter into this Probate matter. Consistent with that ruling, this court will not adjudicate any of those issues.

Second, as discussed below, for practical reasons, the court intends to enter identical orders in this case and in the companion case no. MSP22-00359 (*In re the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust fbo Albert D. Seeno, III*). Any evidence tending to prove the impropriety of any distributions by the Trustee to any third person on behalf of Albert D. Seeno, III, is irrelevant.

1. Trustee's Objections.

In Opposition to this Motion, the Trustee raised 14 objections to the evidence filed by David in support of the Motion. The court's rulings are as follows:

Objection no. 1: OVERRULED.

Objection no. 2: SUSTAINED.

Objection no. 3: OVERRULED.

Objection no. 4: SUSTAINED.

Objection no. 5: SUSTAINED.

Objection no. 6: OVERRULED.

Objection no. 7: SUSTAINED.

Objection no. 8: OVERRULED.

Objection no. 9: OVERRULED.

Objection no. 10: SUSTAINED.

Objection no. 11: OVERRULED.

Objection no. 12: OVERRULED.

Objection no. 13: OVERRULED.

Objection no. 14: OVERRULED.

2. David's Objections.

In Reply to this Motion, David raised 112 objections to the evidence filed by the Trustee in opposition to the Motion. The court's rulings are as follows:

Objection no. 1: OVERRULED.

Objection no. 2: OVERRULED.

Objection no. 3: OVERRULED.

Objection no. 4: OVERRULED.

Objection no. 5: OVERRULED.

Objection no. 6: OVERRULED.

Objection no. 7-11: OVERRULED.

Objection no. 12: OVERRULED.

Objection no. 13-22: SUSTAINED as irrelevant in that it discusses loans from the Trust fbo Albert D. Seeno, III, not the Trust fbo David, which is at issue here.

Objection no. 23: OVERRULED.

Objection no. 24: OVERRULED.

Objection no. 25: SUSTAINED.

Objection no. 26: SUSTAINED.

Objection no. 27: OVERRULED.

Objection no. 28: OVERRULED.

Objection no. 29: OVERRULED.

Objection no. 30-68: SUSTAINED as irrelevant in that it discusses loans from the Trust fbo Albert D. Seeno, III, not the Trust fbo David, which is at issue here.

Objection no. 69: OVERRULED.

Objection no. 70: OVERRULED as no competent evidence has been presented to support the factual assertion raised in this Objection.

Objection nos. 71-72: SUSTAINED (relevance).

Objection no. 73: SUSTAINED.

Objection nos. 74-85: MOOT in light of Objection no. 73.

Objection no. 86: OVERRULED.

Objection no. 87: OVERRULED.

Objection no. 88: SUSTAINED.

Objection no. 89: SUSTAINED.

Objection no. 90: SUSTAINED as irrelevant in that it discusses loans from the Trust fbo Albert D. Seen0, III, not the Trust fbo David, which is at issue here.

With regard to evidence submitted by the Settlor0 in opposition to this Motion, including but not limited to David's Objection nos. 91 through 112, the court SUSTAINS its own objection on relevance grounds and, alternatively, STRIKES their submissions in opposition to this Motion. As discussed more completely below, while the Settlor0 are certainly "interested parties" to this proceeding as defined by Section 48, they have not been sued by David. There is no operative pleading in this matter that seeks any relief against the Settlor0. The only claims by David are breach of trust claims against the Trustee. The Settlor0 are, therefore, not parties to this action and their submissions are not appropriate for the court's consideration.<sup>4</sup>

In addition, according to the court's records, the Settlor0's submissions were filed on January 3, 2025. The court's deadline to file oppositions to this Motion was December 20, 2024. Pursuant to Rule of Court 3.1300(d), the court has the discretion to disregard a late-filed paper. The court so exercises this discretion and disregards these late-filed papers.

3. Trustee's Objections to Reply Evidence.

Finally, the Trustee raised ten objections to evidence submitted by David in his Reply to this Motion. The court's rulings are as follows:

Objection no. 1: OVERRULED.

Objection nos. 2-9: SUSTAINED by the court as irrelevant as Mr. McGuinness' Declaration concerns the licensure of the successor trustee proposed by David to replace the Trustee. That issue is not before the court in this Motion.

Objection no. 10: SUSTAINED by the court as irrelevant. Mr. Gilbert's qualifications to be appointed as successor trustee is not before the court in this Motion.

E. **The Preliminary Injunction is Granted in Part and Denied in Part.**

This instant Motion seeks the following categories of injunctive relief: (1) making or permitting distributions; (2) making or permitting loans (including pursuant to Article III(D) of the Trust); (3) making or permitting substitutions (including pursuant to Article III(C) of the Trust); (4) conversions; or (5) otherwise permitting any Trust property to leave the control of the

---

<sup>4</sup> This does not mean, however, that the Trustee is prohibited from calling either of the Settlor0 as witnesses in this matter if they have relevant evidence to present.

Trustee. As an aside, the court on its own motion pursuant to Evidence Code section 452(d) takes judicial notice of the companion matter filed by David's brother, Alfred D. Seeno, III, in case no. MSP22-00359 (*In re the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust fbo Albert D. Seeno, III*). While filed approximately two years prior to this matter, the issues, allegations and requests for relief set forth by David's brother in his petitions and in his concurrent Motion for a Preliminary Injunction are substantially identical to the allegations made in the instant matter. Both trust administrations are also in a substantially identical position. Finally, at the hearing on this matter, David's counsel (who is also Albert D. Seeno, III's attorney in his matter) acknowledged that the two matters are substantially identical. Therefore, in crafting its order in this case regarding the entry of a preliminary injunction, it makes sense from a very practical and legal standpoint that the orders in this case and in the companion case be identical.

Therefore, the requested injunction prohibiting the Trustee from making distributions from the Trust is granted for the same reasons why it was granted in the companion case in 2022. To the extent that David claims that the Trustee has made distributions purportedly on behalf of David, there is clearly a conflict within the terms of the Trust. In other words, there is a legitimate and substantial dispute as to whether such distributions were made pursuant to the Trustee's discretionary power to make distributions on David's behalf pursuant to Article II.A. of the Trust or whether such payments are in violation of the spendthrift clause of the Trust pursuant to Article VI of the Trust. Thus, pursuant to Probate Code section 17206, it is prudent to suspend the Trustee's power to make any distributions except upon agreement of the parties or pursuant to court order.

The request to enjoin the making of loans of Trust property is also granted. While it is clear that the Trust authorizes the making of loans to the Settlers, the Trust limits that ability to the Settlers *only*, and not to entities owned or controlled by the Settlers. The evidence shows that the Trustee made loans to entities controlled by the Settlers, which the court construes for purposes of this Motion only to be, at a minimum, a possible technical breach of trust. See, e.g., Hawkins Decl., ¶ 18. Pursuant to Probate Code section 17206, the court finds sufficient good cause, particularly the fact that this Trust administration should have terminated more than ten years ago, to enjoin the making of any loans of Trust property, including loans to the Settlers personally, pending the outcome of the litigation in this matter.

In addition, the court also grants the requested injunctive relief that prevents the Trustee from allowing conversions of Trust property or otherwise permitting any Trust property to leave the control of the Trustee. This injunction is entered pursuant to Probate Code section 17206 in an effort to freeze the Trust administration with the court's goal to terminate it sooner rather than later.

F. **A Preliminary Injunction is Denied as to the Substitution of the Casino Stock.**

However, while the court agrees that the suspension of some of the Trustee's powers is appropriate, the court also finds that there is insufficient ground to enjoin the Settlers' right to substitute the Gaming Shares for assets of equivalent value. As described above, one of the powers retained by the Settlers in the Main Trust is to substitute Trust assets for other assets of equivalent value. Specifically, Article III.A.16.C. page 7 of the Trust states:

Notwithstanding the foregoing provisions, the Trustors reserve the right, *exercisable in a nonfiduciary capacity*, to substitute property of equivalent value for property held by the trust estate *without the approval or consent of any person in a fiduciary capacity*.  
[Emphasis added.]

The only reasonable interpretation of this provision of the Main Trust is that the Settlers have the near absolute right to substitute the Gaming Shares at any time. The only restriction is that the replacement property be of "equivalent value". The Settlers are not restricted from considering any beneficiary's interests in deciding to make the substitution, and the Trustee has no power to refuse a substitution of any assets.

In this case, the court finds that there are insufficient grounds to grant a preliminary injunction regarding the substitution power as requested by David on both procedural and substantive grounds. First, the requested ground to enjoin the substitution power is not strictly a request for an injunction against the Trustee. Rather, this request appears to be a "back door" attempt to obtain an injunction against the only people who have the power to exercise the right to substitute the assets of the Trust, namely the Settlers. In reviewing the pleadings, and interpreting them liberally and with a view towards substantial justice (Code of Civ. Proc. § 452), David seeks no relief whatsoever against the Settlers. David's Petition in this matter only asserts claims against the Trustee for breach of trust. Naturally, because the basis for all of David's claims is breach of fiduciary duty, any attempt to prevent the Settlers from exercising their substitution power cannot be supported by David's Petition *because the Settlers' power to*

*substitute is expressly granted in a nonfiduciary capacity.* Therefore, David is not likely to succeed on the merits of his claim to effectively enjoin the Settlers from exercising the substitution power.

Furthermore, David cannot demonstrate a likelihood of success on the merits of any breach of fiduciary duty claim *vis a vis* any substitution power by the Settlers because the terms of Article III.A.16.C. expressly do not give the Trustee any right to reject any proposed substitution of Trust assets by the Settlers. The Trust is clear that the Settlers' right to substitute is "*without the approval or consent of any person in a fiduciary capacity.*" Therefore, the acknowledged fact that the Trustee in this case has been attempting to proactively negotiate with the Settlers for the appropriate substitution of Trust property is a demonstration of the *appropriate* exercise of the Trustee's fiduciary duties to the Trust beneficiaries rather than a *breach* of duty.

The court also finds that the only limit placed on the Settlers' substitution power, value, is inherently susceptible to a calculation for damages purposes if there is a dispute as to whether the substitution was, in fact, equivalent. For example, it is entirely conceivable that the Settlers could decide to substitute the Gaming Shares for *cash*. If there is a dispute over whether the substitution was equivalent, it would be simply a matter of valuing the Gaming Shares (probably via appraisals and expert testimony) and determining whether the amount of cash was of equivalent value. Hypothetically, this analysis could be conducted with any asset that the Settlers choose to substitute for the Gaming Shares, which would allow the court to determine based on appraisals and expert witness testimony whether any substitution complied with the "equivalent value" provision in the Trust.

Finally, the notion that David's beneficial interest in the Gaming Shares became "vested" after 15 years and cannot be substituted is not supported by the terms of the Trust, applicable law and the facts of this case. According to the terms of the Trust, distribution of the Gaming Shares to David was always conditioned on David's ability to obtain a license to own those shares by the Nevada gaming authorities. There is no reasonable dispute that David has never obtained such a license, and there is no explanation as to why David had not begun the process to obtain a license in the 25 years of the Trust's existence until July 2024. What is abundantly clear is that the *only* person who is in control of the application process is David himself. Whether he is ultimately granted a license is up to Nevada gaming authorities, but David's apparent prolonged

delay to even begin the process before last year cuts deeply into his argument that his rights are vested.

In support of his vesting argument, David in his Reply brief cites to Salvation Army v. Price (1995) 36 Cal. App. 4<sup>th</sup> 1619. This case is easily distinguishable to the facts of this case. In Salvation Army, a decedent left a will that bequeathed her estate to a testamentary trust for the lifetime benefit of her surviving spouse and, after his death, certain specific bequests were left to several charities. Following the surviving spouse's death, the trustee of the testamentary trust petitioned the trial court for instructions seeking an order authorizing it to delay distribution of the gifts to the charities because the property to be distributed was the subject of litigation.

Approximately eighteen years later, the testamentary trustee petitioned the court for final distribution of the testamentary trust due to the conclusion of the related litigation and sought an order allowing distribution to the charities. At the time of the filing of the petition, the market value of the assets had nearly quintupled in value. One of five residuary beneficiaries of the testamentary trust objected, arguing that the increase in value should be allocated to the residuary beneficiaries while the charities should only receive the carry value of the assets plus 4% simple interest for delay in distribution. The trial court agreed with the residuary beneficiary and entered a distribution order accordingly.

The charities appealed and the Court of Appeal reversed. The Court of Appeal held that the charities' interests in the trust property vested and obtained beneficial title to the trust property upon the date the surviving spouse died, the event that terminated of the testamentary trust. Thus, because the Trust terminated upon that event, the charities became entitled to the property plus all of its appreciation during the wind-up phase of the administration as required by Probate Code section 15407(b). The court found that, upon termination, the assets must be distributed "as provided in the trust instrument or in a manner directed by the court that conforms as nearly as possible to the intention of the settlor as expressed in the trust instrument". Prob. Code § 15410(b). Therefore, because of the litigation involving the trust property, the charity beneficiaries were entitled to the trust property plus all appreciation.

Where this case is easily distinguishable with Salvation Army is the fact that the ability for the Trustee to distribute the Trust assets is entirely and exclusively under the control of David. There is nothing in the current record that provides any fact to demonstrate that David was somehow prevented from applying for and obtaining a license from the Nevada gaming

authorities at any time before July 2024 that would have required the Trustee to terminate the Trust and distribute the Gaming Shares to David. Therefore, the Gaming Shares *could not be distributed "as provided in the trust instrument"* under circumstances of David's making. By contrast, in Salvation Army, the reason why the trust property was not distributed was not under the control of the charity beneficiaries. The litigation that prevented distribution of the testamentary trust assets to the beneficiaries was not under any beneficiary's control except to the extent that they could scrutinize the trustee's exercise of powers during that litigation. Therefore, for that reason alone, Salvation Army does not apply to the facts of this case.

Finally, this result would likely be very different if David was able to demonstrate that at any time since 2015 (the date that the Trust was to terminate) he was licensed under Nevada gaming law to directly own the Gaming Shares. Under this record, he was unable to do so. Had he been able to show licensure, his interest and right to receive the Gaming Shares outright pursuant to the Trust would have truly vested, and the Trustee's failure to distribute would have constituted a clear breach of trust. In the absence of a clear demonstration of a proper license, the balance of the equities shifts in favor of the Settlers who, so long as the Gaming Shares remain in trust, are obligated to pay the tax on all income generated by them. It is clearly in the Settlers' interest to create conditions to ensure that the Trust terminates by substituting property that does not require Nevada Gaming approval so that they can stop paying the income tax.

### III.

#### CONCLUSION

For the foregoing reasons, the Motion DENIED IN PART AS MOOT, GRANTED IN PART AND DENIED IN PART, as follows:

1. Ronald D. Hawkins, as trustee of the Albert D. Seeno, Jr., and Sandra L. Seeno PCI Trust for David Seeno, his agents, any individuals or entities working on his behalf or in concert with him, and any successor Trustee of the Trust (collectively, "Trustee"), is hereby restrained from making or permitting distributions of assets of the Trust to any person pending resolution of this litigation or further order of the court. It is expressly the intent of the court that this injunction be of identical effect as the preliminary injunction entered in case no. MSP22-00359 (*In re the Albert D. Seeno, Jr. and Sandra L. Seeno PCI Trust fbo Albert D. Seeno, III*), as subsequently modified by the court;



2. Ronald D. Hawkins, as trustee of the Albert D. Seenno, Jr. and Sandra L. Seenno PCI Trust for David Seenno, his agents, any individuals or entities working on his behalf or in concert with him, and any successor Trustee of the Trust (collectively, "Trustee"), is hereby restrained from making or permitting loans of Trust property to any person or entity, including the Settlor of the Trust, allowing or causing any conversion of Trust property to any person or entity, or otherwise permitting any Trust property to leave the control of the Trustee pending resolution of this litigation or further order of the court;
3. David's request for an order enjoining the Trustee or any other person, including the Settlor, from allowing any substitutions of Trust property pursuant to Article III.A.16.C. page 7 of the Trust is DENIED.

However, the court STAYS this Order until September 19, 2025, and the existing Temporary Restraining Order dated October 18, 2024, shall remain in effect until that date. During this stay, the parties (including the Settlor) are ordered to mediation pursuant to Breslin v. Breslin (2021) 62 Cal. App. 5<sup>th</sup> 801. The parties (including the Settlor) are ordered to complete the mediation not later than September 19, 2025. The court does not intend to extend this deadline except upon a showing of exceptional circumstances. In an effort to facilitate mediation in this matter, the parties (including the Settlor) are referred to the court's ADR program pursuant to Local Rules 3.200 *et seq.*, though the parties are not required to utilize the neutral selected by the ADR program and may privately select a mediator of their choice. Should the case not resolve at mediation or if mediation does not occur by the deadline, this Order shall automatically become effective.

IT IS SO ORDERED.

Date:

5/14/2025



Hon. Barbara C. Hinton  
Judge of the Superior Court

**Martirosyan, Armine**

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**From:** Zampirro, Susan  
**Sent:** Tuesday, May 27, 2025 1:02 PM  
**To:** [REDACTED]@yahoo.com; [REDACTED]@mcdonaldcarano.com  
**Cc:** Allen, Julia; Martirosyan, Armine  
**Subject:** June 2025 NGCB and NGC meeting notification letter  
**Attachments:** R#01 - R23-0401 - 7689 Tavern\_Chimarusti.pdf; R#01 - R23-0401 - 7689 Tavern\_Hicks.pdf

Good afternoon,

I hope this email finds you well

Please review the attached notification letters for the upcoming June 2025 NGCB and NGC Agenda. Hard copies have also been distributed. If you have any questions, please contact the agent assigned to your case.

Have a wonderful day.

Sincerely yours,  
Susan Zampirro  
Administrative Assistant III  
Investigations Division  
Nevada Gaming Control Board  
Inv. Office: 1-775-684-7712  
Fax: 1-775-687-1372  
[REDACTED]

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