



NEVADA GAMING CONTROL BOARD

DISPOSITION DECEMBER 2023 MEETING

NEVADA GAMING CONTROL BOARD MEETING
GAMING CONTROL BOARD OFFICES
GRANT SAWYER BUILDING
HEARING ROOM 2450
555 EAST WASHINGTON AVENUE
LAS VEGAS, NV 89101

Wednesday, December 6, 2023

- 9:00 a.m.**
- Public Comments
 - Approval of Prior Month GCB Disposition and Workshop/Meeting Minutes
 - Nonrestricted Items **#01-12-23** through **#11-12-23**
- 1:30 p.m.**
- Restricted Items **#01-12-23** through **#15-12-23**
 - Casino/Player Dispute Appeals Pursuant to NRS 463.363
 - Division Report
 - Public Comments

Members Present:

Kirk D. Hendrick, Chairman
Hon. George Assad (Ret.), Member
Brittnie Watkins, Member

**DISPOSITION
INDEX
DECEMBER 2023**

i

7-11 Store #15478	R #6	Kruse, Jordon Louis	NR #1
7-11 Store #24799	R #7		
Amaral, Carter Joseph	R #5	Lamppost Pizza	R #11
Apache Joe's	R #1	Lexie's Bistro on Raiders Way	R #15
Ashlyn M. Sainz Separate Property Trust, The.....	NR #5	Liberty Automotive LLC	R #4
Audible L.L.C., The	R #5	Liberty Mart	R #4
		Love's Travel Stop #891	R #10
Bilbray Gaming LLC	NR #5	Lucky Strike Casino Race Book and Sports Pool...	NR #4
Bilbray, Robert Patrick	NR #5	Lucky Strike	NR #4
Boyd Gaming Corporation (PTC)	NR #6		
		Marsh, James Reimers	R #2
Century Gaming Technologies.....	NR #3, R #6, 7, 8, 9		
		Nelson, Lori Michelle	NR #6
DBH Enterprise, LLC.....	R #1	Occidental, The.....	R #2
DOH GAMING TRUST.....	R #3		
Doh, Justin Yoongsuk	R #3	PKWY Management LLC.....	NR #11
		PKWY Reno LLC	NR #11
ECL Water Street LLC	NR #2	PKWY Tavern	NR #11
Emerald Island Casino	NR #2	Porter, Andrew William	NR #9
Estate of Donald J. Amaral	R #5	Prav and Ash, Inc.....	R #6
Everi Games Inc.....	NR #10		
Everi Holdings Inc. (PTC).....	NR #10	Quick, David Benjamin	NR #1
Everi Payments Inc.	NR #10		
		Rainbow Club Casino	NR #2
Falcone, Marc John.....	NR #2	Rashid, Harun Mohammed.....	R #4
Fine, Jonathan Michael	NR #11	Robert P. Bilbray Revocable Trust	NR #5
Golden Gaming, LLC	NR #1	Sahara Center	NR #3
Golden Route Operations LLC.....	NR #1	Sandhu, Jagdeep Singh	R #6
Golden Tavern Group, LLC.....	NR #9	Sartini Gaming, LLC.....	R #10, 11, 12, 13, 14, 15
Great Basin Brewing Company.....	R #12, 13, 14	Schrementi, Daniel Joseph.....	NR #8
		Seminole Hard Rock International, LLC	NR #7
Hamika, Dylan Basil	R #1	Seminole HR Holdings, LLC	NR #7
HR Nevada, LLC	NR #7	SMoK Cigar Lounge	R #8
Humbug, LLC	R #2	Star AHT, Inc.	R #7
Incredible Technologies, Inc.	NR #8	Turh, Harkirat Singh.....	R #7
J Bar & Golf Lounge	R #3	United Coin Machine Co.....	NR #3, R #6, 7, 8, 9
J&J Ventures Gaming of Nevada, LLC	NR #1		
JD Bar & Lounge LLC	R #3	Watering Hole, The	R #9
JJVG Nevada Holdings, LLC	NR #1	William Hill Nevada I.....	NR #4
JJVG Nevada Intermediate I, LLC	NR #1	William Hill Race & Sports Book.....	NR #4
JJVG Nevada Intermediate II, LLC	NR #1	Wilson, Matthew Charles	NR #1
JJVG Nevada Intermediate III, LLC	NR #1	Winchell, Ronald Warren	NR #2
JJVG Nevada Voteco, LLC	NR #1		

**DISPOSITION
PUBLIC COMMENTS AGENDA
DECEMBER 2023
PAGE 1**

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 matter restriction, but may not be limited based upon viewpoint.

PUBLIC COMMENTS AND DISCUSSION:

Comments taken from members of the Culinary and Bartenders Unions regarding Station Casinos. Refer to Public Comments Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 7, and Attachment 8. In addition, Member Assad expressed appreciation for Investigations.

**DISPOSITION
APPROVAL OF PRIOR MONTH GCB DISPOSITION AND WORKSHOP/MEETING MINUTES
DECEMBER 2023
PAGE 2**

FOR POSSIBLE ACTION:

Pursuant to NRS 241.035, approval of:

Nevada Gaming Control Board Disposition for November 2023, and the Meeting Minutes for the workshop held on October 18, 2023.

GCB DISPOSITION: APPROVED.

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 4**

Re: 36381-01
JJVG NEVADA INTERMEDIATE I, LLC
(JJVG Nevada Holdings, LLC – 100%)
333 S GRAND AVE 28TH FL
LOS ANGELES, CA 90071

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY

**APPLICATION FOR FINDING OF SUITABILITY AS A SOLE MEMBER AND
MANAGER OF JJVG NEVADA INTERMEDIATE II, LLC**

**APPLICATION TO GRANT AN OPTION TO MACQUARIE CAPITAL INVESTMENT
HOLDINGS, INC., TO ACQUIRE 12.353% OF THE MEMBERSHIP INTEREST IN JJVG
NEVADA INTERMEDIATE I, LLC, PURSUANT TO AN OPTION AGREEMENT**

MATTHEW CHARLES WILSON
Secretary

JORDON LOUIS KRUSE
Secretary

DAVID BENJAMIN QUICK
President/Treasurer

APPLICATIONS FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

Re: 36382-01
JJVG NEVADA INTERMEDIATE II, LLC
(JJVG Nevada Intermediate I, LLC – 100%)
333 S GRAND AVE 28TH FL
LOS ANGELES, CA 90071

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY

**APPLICATION FOR FINDING OF SUITABILITY AS A SOLE MEMBER AND
MANAGER OF JJVG NEVADA INTERMEDIATE III, LLC**

MATTHEW CHARLES WILSON
Secretary

JORDON LOUIS KRUSE
Secretary

DAVID BENJAMIN QUICK
President/Treasurer

APPLICATIONS FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

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

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 5**

Re: 36383-01
JJVG NEVADA INTERMEDIATE III, LLC
(JJVG Nevada Intermediate II, LLC – 100%)
333 S GRAND AVE 28TH FL
LOS ANGELES, CA 90071

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY

**APPLICATION FOR FINDING OF SUITABILITY AS A SOLE MEMBER OF J&J
VENTURES GAMING OF NEVADA, LLC**

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF J&J VENTURES
GAMING OF NEVADA, LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
AS COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT**

MATTHEW CHARLES WILSON
Secretary

JORDON LOUIS KRUSE
Secretary

DAVID BENJAMIN QUICK
President/Treasurer

APPLICATIONS FOR FINDING OF SUITABILITY AS A KEY EXECUTIVE

Re: 36380-01
J&J VENTURES GAMING OF NEVADA, LLC
(JJVG Nevada Intermediate III, LLC – 100%)
6595 S JONES BLVD
LAS VEGAS, NV 89118

APPLICATION FOR REGISTRATION AS AN INTERMEDIARY COMPANY

**APPLICATION FOR FINDING OF SUITABILITY AS A SOLE MEMBER AND
MANAGER OF GOLDEN ROUTE OPERATIONS LLC**

**APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF GOLDEN ROUTE
OPERATIONS LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS
COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT**

DAVID BENJAMIN QUICK
Manager

APPLICATION FOR FINDING OF SUITABILITY AS A MANAGER

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

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 6**

Re: 14626-01
GOLDEN ROUTE OPERATIONS LLC
(J&J Ventures Gaming of Nevada, LLC – 100%)
6595 S JONES BLVD
LAS VEGAS, NV 89118

GOLDEN GAMING, LLC 100%
(Transferor)

J&J VENTURES GAMING OF NEVADA, LLC 100%
(Transferee)

APPLICATION FOR A TRANSFER OF INTEREST

APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF SARTINI GAMING, LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT

APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF MARKET GAMING, LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT

APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF CARDIVAN, LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT

APPLICATION TO PLEDGE THE MEMBERSHIP INTEREST OF CORRAL COUNTRY COIN, LLC, TO CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT, IN CONJUNCTION WITH A CREDIT AGREEMENT

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) JJVG NEVADA HOLDINGS, LLC SHALL FUND AND MAINTAIN WITH THE NGCB A REVOLVING FUND IN THE AMOUNT OF \$25,000 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 GOLDEN ROUTE OPERATIONS LLC, AND ITS AFFILIATED COMPANIES.

NGC DISPOSITION:

DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 8

- (3) ECL WATER STREET LLC SHALL ESTABLISH AND MAINTAIN A GAMING COMPLIANCE PLAN FOR THE PURPOSE OF, AT A MINIMUM, PERFORMING DUE DILIGENCE, DETERMINING THE SUITABILITY OF RELATIONSHIPS WITH OTHER ENTITIES AND INDIVIDUALS, AND TO REVIEW AND ENSURE COMPLIANCE BY ECL WATER STREET LLC AND ANY AFFILIATED ENTITIES, WITH THE NEVADA GAMING CONTROL ACT, THE COMMISSION'S REGULATIONS AND THE LAWS AND REGULATIONS OF ANY OTHER JURISDICTION IN WHICH ECL WATER STREET LLC, AND ANY AFFILIATED ENTITIES OPERATE. THE PLAN, ANY AMENDMENTS THERETO, AND THE MEMBERS OF THE GAMING COMPLIANCE COMMITTEE, ONE SUCH MEMBER WHO SHALL BE INDEPENDENT AND KNOWLEDGEABLE OF THE ACT AND REGULATIONS, SHALL BE ADMINISTRATIVELY REVIEWED AND APPROVED BY THE CHAIR OF THE NGCB OR THE CHAIR'S DESIGNEE. ECL WATER STREET LLC SHALL AMEND THE PLAN, OR ANY ELEMENT THEREOF, AND PERFORM SUCH DUTIES AS MAY BE REQUESTED OR ASSIGNED BY THE CHAIR OF THE NGCB OR THE CHAIR'S DESIGNEE RELATING TO A REVIEW OF ACTIVITIES RELEVANT TO THE CONTINUING QUALIFICATIONS OF ECL WATER STREET LLC UNDER THE PROVISIONS OF THE ACT AND REGULATIONS.
- (4) ECL WATER STREET LLC SHALL FUND AND MAINTAIN WITH THE NGCB A REVOLVING FUND IN THE AMOUNT OF \$15,000 FOR THE PURPOSE OF FUNDING INVESTIGATIVE REVIEWS BY THE NGCB. WITHOUT LIMITING THE FOREGOING, 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 ECL WATER STREET LLC, AND ITS AFFILIATED COMPANIES.

THE FOLLOWING CONDITIONS APPLY TO EMERALD ISLAND CASINO:

- (1) A KEY EMPLOYEE APPLICATION FOR THE POSITION OF GENERAL MANAGER MUST BE FILED WITHIN 60 DAYS OF THIS APPROVAL, AND THEREAFTER REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.
- (2) THE SURVEILLANCE SYSTEM 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.
- (3) MANUFACTURER'S LICENSE IS LIMITED TO THE MODIFICATION OF THE MACHINES THAT ARE, OR HAVE BEEN, UTILIZED IN THE OPERATIONS OF THE LICENSED LOCATION OR ITS AFFILIATED COMPANIES AND THAT SUCH MODIFICATIONS SHALL BE LIMITED TO OPERATIONAL CONFIGURATION CHANGES SUCH AS REPLACEMENT OF ONE PRE-APPROVED COMPONENT WITH ANOTHER PRE-APPROVED COMPONENT OR MODIFICATIONS THAT WILL NOT AFFECT THE MANNER OR MODE OF PLAY OF THE DEVICE.
- (4) THE DISTRIBUTOR'S LICENSE IS LIMITED TO THE ACQUISITION OF MACHINES TO BE UTILIZED IN, OR THE DISTRIBUTION OF MACHINES WHICH HAVE BEEN UTILIZED IN, THE OPERATION OF THE LICENSED LOCATION OR ITS AFFILIATED COMPANIES.

THE FOLLOWING CONDITIONS APPLY TO RAINBOW CLUB CASINO:

- (1) A KEY EMPLOYEE APPLICATION FOR THE POSITION OF GENERAL MANAGER MUST BE FILED WITHIN 60 DAYS OF THIS APPROVAL, AND THEREAFTER REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.

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

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 9**

- (2) THE SURVEILLANCE SYSTEM 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.
- (3) MANUFACTURER'S LICENSE IS LIMITED TO THE MODIFICATION OF THE MACHINES THAT ARE, OR HAVE BEEN, UTILIZED IN THE OPERATIONS OF THE LICENSED LOCATION OR ITS AFFILIATED COMPANIES AND THAT SUCH MODIFICATIONS SHALL BE LIMITED TO OPERATIONAL CONFIGURATION CHANGES SUCH AS REPLACEMENT OF ONE PRE-APPROVED COMPONENT WITH ANOTHER PRE-APPROVED COMPONENT OR MODIFICATIONS THAT WILL NOT AFFECT THE MANNER OR MODE OF PLAY OF THE DEVICE.
- (4) THE DISTRIBUTOR'S LICENSE IS LIMITED TO THE ACQUISITION OF MACHINES TO BE UTILIZED IN, OR THE DISTRIBUTION OF MACHINES WHICH HAVE BEEN UTILIZED IN, THE OPERATION OF THE LICENSED LOCATION OR ITS AFFILIATED COMPANIES.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

03-12-23 N24-0058 Re: 04789-01
00185-16
UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
SAHARA CENTER
2427 LAS VEGAS BLVD S
LAS VEGAS, NV 89104

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

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) THE LOCATION IS LIMITED TO THE OPERATION OF SLOT MACHINES FOR 24 HOURS.

NGC DISPOSITION:

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 10**

FOR POSSIBLE ACTION:

04-12-23 N24-0026 Re: 05376-01
36446-01
WILLIAM HILL NEVADA I, dba
WILLIAM HILL RACE & SPORTS BOOK, dba
LUCKY STRIKE CASINO RACE BOOK AND SPORTS POOL
2811 S CARSON ST
CARSON CITY, NV 89701

db at

LUCKY STRIKE
2811 S CARSON ST
CARSON CITY, NV 89701

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

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) THE LICENSEE MUST COMPLY WITH NGC REGULATION 6.090 AS IT RELATES TO THE SUBMISSION OF AN ADEQUATE INTERNAL CONTROL SYSTEM AND COMPLIANCE WITH THE MINIMUM INTERNAL CONTROL STANDARDS FOR A COMPUTERIZED RACE AND SPORTS BOOK.**
- (2) ANY CHANGE IN ANY AGREEMENT OR THE CREATION OF ANY NEW AGREEMENT BETWEEN WILLIAM HILL NEVADA I AND LUCKY STRIKE CASINO MUST BE REPORTED TO THE NGCB WITHIN 30 DAYS OF SUCH CHANGE.**
- (3) PRIOR TO THE COMMENCEMENT OF OPERATIONS, THE SURVEILLANCE SYSTEM MUST BE INSTALLED, INSPECTED AND APPROVED BY THE NGCB ENFORCEMENT DIVISION AND THEREAFTER BE MAINTAINED AT OR ABOVE THE STANDARD THAT IS APPROVED.**
- (4) SURVEILLANCE CAMERAS MUST PROVIDE DEDICATED COVERAGE OF THE KIOSK, THE CASINO CAGE, AND ALL PATRONS MAKING KIOSK TRANSACTIONS. ONCE THE SURVEILLANCE SYSTEM IS COMPLETELY READY FOR INSPECTION, THE NGCB CARSON CITY ENFORCEMENT OFFICE MUST BE CONTACTED AT LEAST TWO DAYS PRIOR TO THE OPENING OF THE KIOSK TO SCHEDULE A SURVEILLANCE INSPECTION.**
- (5) ADEQUATE CASINO PERSONNEL MUST BE AVAILABLE TO SUPERVISE KIOSK BETTING AND TO RESTRICT ALL MINORS UNDER THE AGE OF 21.**
- (6) PRIOR ADMINISTRATIVE APPROVAL BY THE NGCB CHAIR OR THE CHAIR'S DESIGNEE IS REQUIRED FOR WILLIAM HILL NEVADA I TO CONVERT A LOCATION FROM A KIOSK OPERATION TO A MANNED SATELLITE OPERATION, OR FROM A MANNED SATELLITE OPERATION TO A KIOSK OPERATION. IF ANY LICENSED LOCATION UTILIZES BOTH A MANNED SATELLITE OPERATION AND A KIOSK OPERATION, PRIOR ADMINISTRATIVE APPROVAL OF THE NGCB CHAIR OR CHAIR'S DESIGNEE IS REQUIRED PRIOR TO CLOSING OR REOPENING A MANNED SATELLITE OPERATION.**

NGC DISPOSITION:

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 12**

FOR POSSIBLE ACTION:

06-12-23 N23-0439 Re: 11982-01
BOYD GAMING CORPORATION (PTC)
6465 S RAINBOW BLVD
LAS VEGAS, NV 89118

LORI MICHELLE NELSON
Senior Vice President Financial Operations and Reporting/Chief Accounting Officer

APPLICATION FOR FINDING OF SUITABILITY AS AN OFFICER

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

07-12-23 N23-0334 Re: 35911-01
 N24-0160 SEMINOLE HR HOLDINGS, LLC
5701 STIRLING RD
DAVIE, FL 33314

Re: 35909-01
SEMINOLE HARD ROCK INTERNATIONAL, LLC
(100% of HR Nevada, LLC)
5701 STIRLING RD
DAVIE, FL 33314

APPLICATION FOR AMENDMENT TO ORDER

**APPLICATION BY SEMINOLE HARD ROCK INTERNATIONAL, LLC, TO PLEDGE ITS
MEMBERSHIP INTEREST IN HR NEVADA, LLC, TO BANK OF AMERICA, N.A., AS
COLLATERAL AGENT, PURSUANT TO A CREDIT AGREEMENT**

Re: 35908-01
HR NEVADA, LLC
(100% of The Mirage Casino-Hotel, LLC)
5701 STIRLING RD
DAVIE, FL 33314

**APPLICATION BY HR NEVADA, LLC, TO PLEDGE ITS MEMBERSHIP INTEREST IN
THE MIRAGE CASINO-HOTEL, LLC, TO BANK OF AMERICA, N.A., AS
COLLATERAL AGENT, PURSUANT TO A CREDIT AGREEMENT**

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

NGC DISPOSITION:

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 13**

FOR POSSIBLE ACTION:

08-12-23 N23-0354 Re: 30217-01
INCREDIBLE TECHNOLOGIES, INC.
200 CORPORATE WOODS PKWY
VERNON HILLS, IL 60061

DANIEL JOSEPH SCHREMENTI
President of Gaming

APPLICATION FOR LICENSURE AS AN OFFICER

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

09-12-23 N22-0690 Re: 27436-01
GOLDEN TAVERN GROUP, LLC.
(Golden Gaming, LLC – 100%)
6595 S JONES BLVD
LAS VEGAS, NV 89118

ANDREW WILLIAM PORTER
Regional Operations Manager

**APPLICATION FOR FINDING OF SUITABILITY AS A KEY EMPLOYEE –
REQUEST TO WITHDRAW APPLICATION**

GCB DISPOSITION: REFERRED BACK TO STAFF.

GCB RECOMMENDS: N/A.

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 14**

FOR POSSIBLE ACTION:

10-12-23 N23-0522 Re: 31395-01
EVERI HOLDINGS INC. (PTC)
7250 S TENAYA WY STE 100
LAS VEGAS, NV 89113

APPLICATION FOR A CONTINUOUS OR DELAYED PUBLIC OFFERING

Re: 31180-01
EVERI GAMES INC.
(Everi Games Holding Inc. – 100%)
7250 S TENAYA WY STE 100
LAS VEGAS, NV 89113

and

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

**APPLICATIONS TO GUARANTEE SECURITIES AND HYPOTHECATE ASSETS IN
CONJUNCTION WITH A CONTINUOUS OR DELAYED PUBLIC OFFERING**

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

NGC DISPOSITION:

**DISPOSITION
NONRESTRICTED AGENDA
DECEMBER 2023
PAGE 15**

FOR POSSIBLE ACTION:

11-12-23 N24-0126 Re: 35927-01
00718-04
35928-01 (M)
35929-01 (D)
PKWY RENO LLC, dba
PKWY TAVERN
219 UNIVERSITY WY
RENO, NV 89501

PKWY MANAGEMENT LLC 100%
Member

JONATHAN MICHAEL FINE
Manager

**APPLICATION FOR A WAIVER OF THE PROVISIONS OF NGC REGULATION 4.080
(WHICH IMPOSES A SIX-MONTH TIME LIMITATION WITHIN WHICH COMMISSION
ACTION IS EFFECTIVE), IN CONNECTION WITH APPROVAL FOR A
NONRESTRICTED GAMING LICENSE, AS GRANTED IN JUNE 2023**

GCB RECOMMENDS: APPROVAL, CONDITIONED:

(1) THE WAIVER OF THE PROVISIONS OF NGC REGULATION 4.080, IN CONJUNCTION WITH THE APPROVALS GRANTED IN JUNE 2023, SHALL EXPIRE ON THE DATE OF THE REGULARLY SCHEDULED NGC MEETING IN DECEMBER 2024.

NGC DISPOSITION:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 16**

FOR POSSIBLE ACTION:

01-12-23 R23-0425 Re: 36312-01
29119-03
15 Machines DBH ENTERPRISE, LLC, dba
 APACHE JOE'S
 5040 BROADBENT BLVD
 LAS VEGAS, NV 89122

DYLAN BASIL HAMIKA
Member/Manager

100%

APPLICATION FOR A RESTRICTED GAMING LICENSE

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS:

APPROVAL, LIMITED LICENSE TO EXPIRE AT MIDNIGHT OF THE DECEMBER 2025 NGC MEETING ON THE DAY THE ITEM IS HEARD; CONDITIONED:

- (1) DYLAN BASIL HAMIKA SHALL DEMONSTRATE SUCCESSFUL COMPLETION OF A REGULATORY COMPLIANCE SEMINAR FOR RESTRICTED LICENSEES WHICH IS DEEMED ACCEPTABLE TO THE NGCB CHAIR OR THE CHAIR'S DESIGNEE WITHIN 90 DAYS OF THE ISSUANCE OF THE STATE GAMING LICENSE. THIS CONDITION MAY BE ADMINISTRATIVELY EXTENDED BY THE NGCB CHAIR OR THE CHAIR'S DESIGNEE.**
- (2) IF AN EQUITY OWNER IS NO LONGER FUNCTIONING AS A KEY EMPLOYEE FOR THIS LOCATION, A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.**
- (3) 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:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 18**

FOR POSSIBLE ACTION:

03-12-23 R22-0553 Re: 35997-01
35998-01
5 Machines JD BAR & LOUNGE LLC, dba
J BAR & GOLF LOUNGE
3545 S VALLEY VIEW BLVD
LAS VEGAS, NV 89103

DOH GAMING TRUST
Member

100%

JUSTIN YOONGSUK DOH
Trustee/Beneficiary

JUSTIN YOONGSUK DOH
Manager

APPLICATION FOR A RESTRICTED GAMING LICENSE

**APPLICATION FOR REGISTRATION OF DOH GAMING TRUST AS A HOLDING
COMPANY AND FOR FINDING OF SUITABILITY OF JUSTIN YOONGSUK DOH AS A
TRUSTEE AND BENEFICIARY**

APPLICATIONS FOR LICENSURE AS A MEMBER OR MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) THE LICENSEE SHALL DEMONSTRATE SUCCESSFUL COMPLETION OF A REGULATORY COMPLIANCE SEMINAR FOR RESTRICTED LICENSEES WHICH IS DEEMED ACCEPTABLE TO THE NGCB CHAIR OR THE CHAIR'S DESIGNEE WITHIN 90 DAYS OF THE ISSUANCE OF THE STATE GAMING LICENSE. THIS CONDITION MAY BE ADMINISTRATIVELY EXTENDED BY THE NGCB CHAIR OR THE CHAIR'S DESIGNEE.**
- (2) IF AN EQUITY OWNER IS NO LONGER FUNCTIONING AS A KEY EMPLOYEE FOR THIS LOCATION, A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.**
- (3) 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:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 19**

FOR POSSIBLE ACTION:

04-12-23 R23-0471 Re: 34725-01
36348-01
7 Machines LIBERTY AUTOMOTIVE LLC, dba
LIBERTY MART
81 W HORIZON RIDGE PKWY
HENDERSON, NV 89012

HARUN MOHAMMED RASHID
Member/Manager

100%

APPLICATION FOR A RESTRICTED GAMING LICENSE

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) IF AN EQUITY OWNER IS NO LONGER FUNCTIONING AS A KEY EMPLOYEE FOR THIS LOCATION, A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN 60 DAYS, AND THEREAFTER BE REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.**
- (2) 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:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 20**

FOR POSSIBLE ACTION:

05-12-23 R23-0147 Re: 33152-01
THE AUDIBLE L.L.C.
(dba Audible's Sports Bar and Gaming)
290 KINGSBURY GRADE STE 1
STATELINE, NV 89449

ESTATE OF DONALD J. AMARAL 100%

CARTER JOSEPH AMARAL
Executor

APPLICATION FOR TEMPORARY LICENSURE AS EXECUTOR OF THE ESTATE OF DONALD J. AMARAL

Re: 33152-01
THE AUDIBLE L.L.C.
(dba Audible's Sports Bar and Gaming)
290 KINGSBURY GRADE STE 1
STATELINE, NV 89449

ESTATE OF DONALD J. AMARAL 100%
(Transferor)

CARTER JOSEPH AMARAL 100%
(Transferee)
Member/Manager

APPLICATION FOR A TRANSFER OF INTEREST

APPLICATION FOR LICENSURE AS A MEMBER AND MANAGER

GCB RECOMMENDS: APPROVAL, CONDITIONED:

- (1) THE LICENSEE SHALL DEMONSTRATE SUCCESSFUL COMPLETION OF A REGULATORY COMPLIANCE SEMINAR FOR RESTRICTED LICENSEES WHICH IS DEEMED ACCEPTABLE TO THE NGCB CHAIR OR THE CHAIR'S DESIGNEE WITHIN 90 DAYS OF THE APPROVAL OF THIS ITEM. THIS CONDITION MAY BE ADMINISTRATIVELY EXTENDED BY THE NGCB CHAIR OR THE CHAIR'S DESIGNEE.**
- (2) A KEY EMPLOYEE APPLICATION MUST BE ON FILE WITH THE NGCB AT ALL TIMES AND REFILED WITHIN 60 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT POSITION.**

NGC DISPOSITION:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 21**

FOR POSSIBLE ACTION:

06-12-23 R23-0426 Re: 04789-01
02558-06
UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
7-11 STORE #15478
4880 BOULDER HWY
LAS VEGAS, NV 89121

PRAV AND ASH, INC.
Business Operator

JAGDEEP SINGH SANDHU 100%
President/Secretary/Treasurer/Director/Shareholder (5,000 Shares Common Stock)

**APPLICATION FOR LICENSURE OF PRAV AND ASH, INC., TO RECEIVE A
PERCENTAGE OF GAMING REVENUE FROM UNITED COIN MACHINE CO.,
DBA CENTURY GAMING TECHNOLOGIES, DB AT 7-11 STORE #15478**

**APPLICATION FOR LICENSURE AS AN OFFICER, DIRECTOR, AND
SHAREHOLDER OF PRAV AND ASH, INC.**

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

**DISPOSITION
RESTRICTED AGENDA
DECEMBER 2023
PAGE 22**

FOR POSSIBLE ACTION:

07-12-23 R23-0382 Re: 04789-01
04461-01
UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
7-11 STORE #24799
2683 S MARYLAND PKWY
LAS VEGAS, NV 89109

STAR AHT, INC.
Business Operator

HARKIRAT SINGH TURH 100%
President/Secretary/Treasurer/Director/Shareholder (5,000 Shares Common Stock)

**APPLICATION FOR LICENSURE OF STAR AHT, INC., TO RECEIVE A
PERCENTAGE OF GAMING REVENUE FROM UNITED COIN MACHINE CO.,
DBA CENTURY GAMING TECHNOLOGIES, DB AT 7-11 STORE #24799**

**APPLICATION FOR LICENSURE AS AN OFFICER, DIRECTOR, AND
SHAREHOLDER OF STAR AHT, INC.**

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

FOR POSSIBLE ACTION:

08-12-23 R23-0423 Re: 04789-01
36310-01
5 Machines
UNITED COIN MACHINE CO., dba
CENTURY GAMING TECHNOLOGIES, db at
SMOK CIGAR LOUNGE
9250 S RAINBOW BLVD STE 180
LAS VEGAS, NV 89139

APPLICATION FOR A RESTRICTED GAMING LICENSE

GCB RECOMMENDS: APPROVAL.

NGC DISPOSITION:

DISPOSITION
CONSIDERATION OF CASINO/PLAYER DISPUTE APPEALS
NRS 463.363
DECEMBER 2023
PAGE 26

1. FOR POSSIBLE ACTION:

Case # 23LV00219

Keith Austin
v.
Tuscany Las Vegas Race and Sports

HEARING EXAMINER RECOMMENDS:

Agent's decision denying a payment of \$1,200 be modified. The Petitioner's wager of \$100 should be refunded.

GCB DISPOSITION: CONTINUED TO A FUTURE MEETING.

2. FOR POSSIBLE ACTION:

Case # 23RN00063

Paul Haas
v.
Gold Dust West

HEARING EXAMINER RECOMMENDS:

Agent's decision denying a payment of \$1,824 be modified. The Petitioner should be awarded \$500 in "Bonus Comps Adjustment," a total of \$1,000 in "E-Cash," and 30% Restaurant Discount with Priority Seating to be used until December 31, 2023.

GCB DISPOSITION: REFERRED BACK TO HEARING EXAMINER.

3. FOR POSSIBLE ACTION:

Case # 23CC00029

Kathy Steele
v.
Cactus Jack's Senator Club

HEARING EXAMINER RECOMMENDS:

Agent's decision denying a payment of \$995 be affirmed.

GCB DISPOSITION: PAYMENT DENIED, PER GCB ORDER.

**DISPOSITION
DIVISION REPORT AND PUBLIC COMMENTS AGENDA
DECEMBER 2023
PAGE 27**

DIVISION REPORT

This item is placed on the agenda to allow the various divisions of the Nevada Gaming Control Board the opportunity to update the public regarding matters relevant to the respective division. A different division will provide an update each month. This month's division is:

TECHNOLOGY DIVISION: Report postponed to future meeting.

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 matter restriction, but may not be limited based upon viewpoint.

PUBLIC COMMENTS AND DISCUSSION:

Watkins made comments expressing condolences for those impacted by the tragedy at UNLV today, Assad and Hendrick echoed the sentiments. Hendrick thanked staff and applicants for seeing the meeting through as well.

Good morning. Diamante Asberry, here on behalf of the Culinary Union.

We have commented before about how in 2020 Station Casinos executives sent messages about efforts to support and coordinate the decertification of the Union at certain of its properties. Station Casinos withdrew recognition from the union at Boulder Station in August 2020 and Palace Station in September 2020. An employer violates federal labor law by assisting and encouraging its employees to sign a decertification petition.

The following year, Station Casinos management doubled down on its support for decertification by coordinating a picket of the Culinary Union headquarters on a Sunday in August when the Union was closed. The Las Vegas Review Journal said that about 100 Station Casinos supervisors picketed the Culinary Union's office for about an hour.

As bizarre as this management-led action against workers was, its timing was even more bizarre. Even as it was staging its publicity stunt outside the Culinary Union, Station Casinos was facing allegations of contempt of court brought by the federal government against five of its properties.

In March 2021, the National Labor Relations Board initiated contempt proceedings in two separate federal courts of appeal following Station Casinos' failure to bargain in good faith with the International Union of Operating Engineers Local 501 at five casinos. The NLRB's contempt petitions allege that "The casinos' conduct has sabotaged the bargaining process."

In April 2021, the NLRB and Station Casinos agreed to refer the cases to the court's mediation program.

In August 2021, Stations' management picketed an empty building.

In November 2021, the NLRB and Station Casinos filed joint motions to approve consent orders settling the contempt proceedings. While not admitting to liability, Station Casinos agreed that the five properties could be subjected to fines of up to \$25,000 for each and every *future* violation of the court's judgment.

Civil contempt proceedings are serious and can result in fines and even jail time. A Nevada gaming license is not a license to show contempt for the order of a federal court.

Along with this comment we will be turning in five documents: the contempt petition filed in March 2021 in the Ninth Circuit, a consent motion to hold the cases in abeyance pending mediation filed in April 2021, the consent orders filed to settle the Ninth Circuit and DC Circuit proceedings in November 2021, and a company-circulated flyer about the August 2021 protest.



BYA (Because You Asked)

Team Members have been asking about the Culinary Union's attempt to take back the job rights of those at Palace Station and Boulder Station after a majority made clear they wanted them out.

Q: What happened after a majority of Team Members decided to kick out the Culinary Union?

A: The Union filed charges with the NLRB in an effort to undo the Team Members' decision to think for and speak for themselves.

Q: What is the Company doing about it?

A: The Company is fighting for the rights of Team Members by challenging the charges.

To demonstrate their support for those Team Members, a number of supervisors and managers will be protesting against the Culinary's attempt to overturn the Team Members' decision and to steal Team Members' rights. They will be at the Union Hall, 1630 S. Commerce Street on Sunday August 22 at 4:00 PM.

Q: Can I participate in the protest?

A: Yes!--but only if you want to.

Participation is a personal decision that is yours and yours alone to make. Participation is voluntary—you will not be rewarded for doing so or treated adversely if you do not. The Company is not allowed to provide you transportation so if you choose to go you must arrange for your own transportation and be on non-working time.

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,)	
Petitioner in Contempt,	)	Nos. 18-71124
	)	18-72079
	)	18-72121
v.)	
)	
STATION GVR ACQUISITION, LLC d/b/a)	
GREEN VALLEY RANCH RESORT SPA)	
CASINO)	
)	
Respondent in Contempt.)	
)	
)	

NATIONAL LABOR RELATIONS BOARD,)	
Petitioner in Contempt,	)	Nos. 19-70092
	)	19-70244
	)	19-70279
v.)	
)	
NP SUNSET, LLC d/b/a SUNSET STATION)	
HOTEL & CASINO)	
)	
Respondent in Contempt.)	
)	
)	

**PETITION OF THE NATIONAL LABOR RELATIONS BOARD
FOR ADJUDICATION IN CIVIL CONTEMPT**

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Last year, two circuit courts of appeals ordered five casinos to bargain in good faith with a union – the duly certified bargaining representative of their employees. Since that time, under the direction of their parent company, the casinos have engaged in dilatory tactics that have subverted their bargaining obligations and violated the courts’ orders. Among other things, they have failed to promptly respond to the union’s bargaining requests, refused to bargain over mandatory subjects of bargaining, insisted on unreasonable limitations to the bargaining process, insisted on redundant and unnecessary bargaining for each the five casinos, slow-walked the provision of important information needed in bargaining, and unilaterally altered terms of employment for the bargaining unit. And the casinos have repeatedly rejected the union’s attempts to bargain over emergent workplace issues relating to the COVID-19 pandemic. The casinos’ conduct has sabotaged the bargaining process. Their flouting of the courts’ orders cannot and should not be tolerated.

The National Labor Relations Board respectfully petitions this Court to adjudge Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino and NP Sunset, LLC d/b/a Sunset Station Hotel & Casino in civil contempt for failing and refusing to comply with the judgments of this Court dated February 7, 2020 by failing and refusing to bargain in good faith with the International

Union of Operating Engineers, Local 501 (“the Union”).¹ In support of its petition, the Board alleges as follows:

ALLEGATIONS

Background: Courts enforce the Board’s orders that direct five properties to recognize and bargain with Operating Engineers Local 501 (“the Union”).

1. Station Casinos, LLC, owns and operates casinos and their related retail establishments in the area of Las Vegas, Nevada, including the five casinos described in this petition. The five casinos are collectively referred to herein as “Station Casinos.”

2. At all times since February 7, 2020, Station GVR Acquisitions, LLC (“Green Valley Ranch”), a limited liability company with a principal place of business in Henderson, Nevada, has been engaged in the business of operating a casino and related retail establishments.

3. The following employees of Green Valley Ranch constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act of 1935 [29 U.S.C. §§151-169] (“the Act”):

¹ For reasons of judicial economy and to avoid the possibility of inconsistent or contradictory outcomes, on the date of this filing the National Labor Relations Board has filed two identical petitions in the captioned cases and will later file a motion for consolidation. The Board is simultaneously filing identical motions in the D.C. Circuit.

Included: all full-time, regular part-time, and extra board slot technicians and utility technicians employed by [Green Valley Ranch] at its Henderson, Nevada facility.

Excluded: excluding all other employees, office clerical employees, guards, and supervisors as defined in the Act.

4. On October 16, 2017, the Board certified the Union as the exclusive collective-bargaining representative of the Green Valley Ranch unit described immediately above.

5. On April 12, 2018, the Board issued a Decision and Order, reported at 366 NLRB No. 58, finding that Green Valley Ranch had violated Section 8(a)(5) and (1) of the Act, 29 U.S.C. § 158(a)(1) and (5), by failing and refusing to bargain in good faith with the Union. A true and correct copy of the Board Order is attached as **Exhibit 1A**.

6. The Board further ordered Green Valley Ranch, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and

conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

7. On February 7, 2020, the United States Court of Appeals for the Ninth Circuit entered a judgment enforcing the above-listed Board Order in full. A true and correct copy of this judgment is attached as **Exhibit 1B**.

8. At all times since February 7, 2020, NP Palace, LLC (“Palace Station”), a limited liability company with a principal place of business in Las Vegas, Nevada, has been engaged in the business of operating a casino and related retail establishments.

9. The following employees of Palace Station constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act of 1935 [29 U.S.C. §§151-169] (“the Act”):

All full-time and regular part-time slot technicians and utility technicians employed by [Palace Station] at its Las Vegas, Nevada facility; excluding, all other employees, office clerical employees, professional employees, guards, and supervisors as defined in the Act.

10. On January 18, 2018, the Board certified the Union as the exclusive collective-bargaining representative of the Palace Station unit described immediately above.

11. On May 14, 2019, the Board issued a Decision and Order, reported at 367 NLRB No. 129, finding that Palace Station had violated Section 8(a)(5) and

(1) of the Act, 29 U.S.C. § 158(a)(1) and (5), by failing and refusing to bargain in good faith with the Union. A true and correct copy of the Board Order is attached as **Exhibit 2A**.

12. The Board further ordered Palace Station, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL–CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

13. On May 12, 2020, the United States Court of Appeals for the District of Columbia Circuit entered a judgment enforcing the above-listed Board Order in full. A true and correct copy of this judgment is attached as **Exhibit 2B**.

14. At all times since February 7, 2020, NP Sunset, LLC (“Sunset Station”), a limited liability company with a principal place of business in Henderson, Nevada, has been engaged in the business of operating a casino and related retail establishments.

15. The following employees of Sunset Station constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act of 1935 [29 U.S.C. §§151-169] (“the Act”):

All full-time and regular part-time slot technicians, utility technicians, and slot mechanics employed by [Sunset Station] at its facility in Henderson, Nevada; excluding all other employees, office clerical employees, professional employees, and guards and supervisors as defined by the National Labor Relations Act.

16. On August 1, 2018, the Board certified the Union as the exclusive collective-bargaining representative of the Sunset Station unit described immediately above.

17. On January 2, 2019, the Board issued a Decision and Order, reported at 367 NLRB No. 62, finding that Sunset Station had violated Section 8(a)(5) and (1) of the Act, 29 U.S.C. § 158(a)(1) and (5), by failing and refusing to bargain in good faith with the Union. A true and correct copy of the Board Order is attached as **Exhibit 3A**.

18. The Board further ordered Sunset Station, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL–CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

19. On February 7, 2020, the United States Court of Appeals for the Ninth Circuit entered a judgment enforcing the above-listed Board Order in full. A true and correct copy of this judgment is attached as **Exhibit 3B**.

20. At all times since February 7, 2020, NP Lake Mead, LLC ("Fiesta Henderson"), a limited liability company with a principal place of business in Henderson, Nevada, has been engaged in the business of operating a casino and related retail establishments.

21. The following employees of Fiesta Henderson constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act of 1935 [29 U.S.C. §§151-169] ("the Act"):

All full-time and regular part-time slot technicians and utility technicians employed by the Employer at its facility in Henderson, Nevada; excluding all other employees, office and clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

22. On May 16, 2018, the Board certified the Union as the exclusive collective-bargaining representative of the Fiesta Henderson unit described immediately above.

23. On June 28, 2019, the Board issued a Decision and Order, reported at 368 NLRB No. 19, finding that Fiesta Henderson had violated Section 8(a)(5) and (1) of the Act, 29 U.S.C. § 158(a)(1) and (5), by failing and refusing to bargain in good faith with the Union. A true and correct copy of the Board Order is attached as **Exhibit 4A**.

24. The Board further ordered Fiesta Henderson, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL–CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union’s performance of its functions as the collective-bargaining representative of the Respondent’s unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

25. On May 12, 2020, the United States Court of Appeals for the District of Columbia Circuit entered a judgment enforcing the above-listed Board Order in full. A true and correct copy of this judgment is attached as **Exhibit 4B**.

26. At all times since February 7, 2020, NP Red Rock, LLC (“Red Rock”), a limited liability company with a principal place of business in Las Vegas, Nevada, has been engaged in the business of operating a casino and related retail establishments.

27. The following employees of Red Rock constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the National Labor Relations Act of 1935 [29 U.S.C. §§151-169] (“the Act”):

All full-time and regular part-time slot technicians and utility technicians employed by [Red Rock] at its facility in Las Vegas, Nevada; excluding all other employees, office and clerical employees, guards, and supervisors as defined by the National Labor Relations Act.

28. On December 11, 2018, the Board certified the Union as the exclusive collective-bargaining representative of the Red Rock unit described immediately above.

29. On August 23, 2019, the Board issued a Decision and Order, reported at 368 NLRB No. 52, finding that Red Rock had violated Section 8(a)(5) and (1) of the Act, 29 U.S.C. § 158(a)(1) and (5), by failing and refusing to bargain in good faith with the Union. A true and correct copy of the Board Order is attached as **Exhibit 5A**.

30. The Board further ordered Red Rock, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL–CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union’s performance of its functions as the collective-bargaining representative of the Respondent’s unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

31. On May 12, 2020, the United States Court of Appeals for the District of Columbia Circuit entered a judgment enforcing the above-listed Board Order in full. A true and correct copy of this judgment is attached as **Exhibit 5B**.

32. At all material times, Green Valley Ranch, Palace Station Hotel, Sunset Station, Fiesta Henderson, and Red Rock have been employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

33. At all times material to this petition, Mark Ricciardi has been an attorney of Station Casinos and their agent within the meaning of Section 2(13) of the Act.

34. At all times material to this petition, at least through May 2020, Harriet Lipkin has been an attorney of Station Casinos and their agent within the meaning of Section 2(13) of the Act.

35. The five judgments described above (“the Judgments”) have been in full force and effect since their entry and at all material times each Station Casinos has had notice and actual knowledge of the terms of the judgment binding it.

For three months, Station Casinos refuses to obey the Ninth Circuit’s judgment, unilaterally changes terms and conditions of employment, and ignores the Union’s requests to discuss the impact of the COVID-19 Pandemic.

36. On January 31, 2020², prior to entry of the Judgments, the Union demanded a bargaining session with Station Casinos to discuss how to handle the escalating COVID-19 pandemic and requested Station Casinos provide employees with personal protective equipment in the interim. **Exhibit 6.**

² All further dates are in 2020, unless otherwise noted.

37. On or about February 1, Station Casinos unilaterally implemented a new attendance policy at all properties. **Exhibit 7; Exhibit 31, p. 13 lines 19-20.**

38. On February 3, Station Casinos issued a written response to the Union refusing to bargain unless and until the Board's certifications were upheld by the courts. **Exhibit 8.**

39. After the Ninth Circuit enforced the Board Orders involving Green Valley Ranch and Sunset Station, the Union sent Station Casinos a letter on February 13 demanding to bargain at those facilities. **Exhibit 9.** The correspondence also expressed confidence that the D.C. Circuit would reach the same conclusion as the Ninth Circuit and, therefore, the Union again demanded that Station Casinos begin bargaining at Red Rock, Palace Station, and Fiesta Henderson. The Union further demanded that Station Casinos refrain from making unilateral changes to terms of employment at the five casinos in question, requested bargaining about time and attendance issues, discipline, and other working conditions, and requested information related to first contract bargaining.

40. On February 19, Station Casinos responded by letter, stating that it disagreed with many of the Union's contentions, but that it would "satisfy all legal requirements in a lawful and timely manner." **Exhibit 10.**

41. Beginning March 5, the State of Nevada began to publicly acknowledge an initial surge of COVID-19 cases.³

42. On March 18, Governor Steve Sisolak closed all gaming establishments in the state via emergency directive.⁴

43. The same day, Station Casinos announced it would be closing all its Nevada properties for 30 days while continuing to offer regular pay and health benefits to full-time employees through April 30. **Exhibit 11, pp. 2-3.**

44. As a result, a majority of slot technicians employed by Station Casinos in the bargaining units described above were furloughed on March 17.

45. On April 26, in anticipation of the casinos reopening from COVID-related closures, the Union contacted Station Casinos and again requested to begin negotiations over reopening procedures at the five casinos where the Union represented slot technicians. The Union also requested copies of documents related to furloughed employees; documents related to plans for reopening, recalls, and safety procedures; the plan to protect employees in the bargaining unit from

³ State of Nevada, Governor Sisolak Releases Statement Regarding Presumptive Positive Cases of COVID-19 in Nevada (March 5, 2020), https://gov.nv.gov/News/Press/2020/Governor_Sisolak_Releases_Statement_Regarding_Presumptive_Positive_Case_of_COVID-19_in_Nevada/

⁴ Nev. Declaration of Emergency Directive No. 002 (Mar. 18, 2020), https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-18_-_COVID-19_Declaration_of_Emergency_Directive_002/

COVID-19, and identities of employees who had tested positive for COVID-19 along with the dates those employees were quarantined. **Exhibit 12.**

46. On April 27, the Union contacted Station Casinos and again demanded bargaining. Once again, Station Casinos responded by stating that it would comply with its legal obligations but took no steps to begin bargaining.

Exhibit 13.

47. At all times between February 7 and April 30, Station Casinos refused to recognize or bargain with the Union in any respect as the representative of its slot technicians.

Station Casinos ostensibly recognizes the Union as bargaining representative of the unit employees, but insists on limited bargaining, continues to act unilaterally, and refuses to bargain over safety issues.

48. By letters on or about April 30, Station Casinos formally recognized the Union as the bargaining representatives for slot technicians at the five casinos and stated its intention to withdraw its remaining challenges to the certification of those bargaining units. **Exhibit 14.**

49. By email correspondence on May 1, the Union once again asked Station Casinos to begin bargaining and requested that Station Casinos provide dates for coordinated bargaining for the five casinos. **Exhibit 15.** The Union also requested a telephone conference for that day, or that weekend, to address immediate safety concerns for the employees resulting from the COVID-19

pandemic and to address the prospective recall of furloughed employees. The Union requested to bargain about Station Casinos' reopening procedures and requested that Station Casinos provide its current reopening plan along with any plan to protect employees from COVID-19. The Union also asked again for the information it requested on April 26 which had not been provided.

50. Responding the same day, Station Casinos informed the Union that it would not agree to coordinated bargaining for the five represented properties and insisted on bargaining for each unit separately. Station Casinos said that it would later provide proposed dates to begin bargaining. Station Casinos refused the Union's demand to immediately bargain over COVID-related issues. **Exhibit 16.**

51. Also on May 1, Station Casinos unilaterally issued a press release announcing its phased reopening plans for Las Vegas-area properties.⁵ Station Casinos stated that it intended to reopen select properties, including Green Valley Ranch, Sunset Station, Palace Station, and Red Rock during phase one ("Phase One casinos"). Depending on the success of the first phase, other facilities, including Fiesta Henderson, would then be reopened.

52. In its press release, Station Casinos also unilaterally announced that it was laying off approximately 39% of its full-time staff. Station Casinos informed

⁵ Red Rock Resorts, *Station Casinos LLC Announces Phased Reopening Program* (May 1, 2020), <http://redrockresorts.investorroom.com/2020-05-01-Station-Casinos-LLC-Announces-Phased-Reopening-Program>

all affected employees that they would receive regular pay through May 16 and health benefits through September 30.

53. Also on May 1, Station Casinos wrote letters to the Union's local president, but not copying the Union's counsel or local representative who had been the primary point of contact, announcing that it would be furloughing unit employees at Green Valley Ranch, Sunset Station, and Red Rock effective May 1 and terminating part-time and on-call employees. The letter further informed that Fiesta Henderson would be closed effective May 1 and all employees terminated as of that date. **Exhibit 17**. Station Casinos effectuated these policies that same date.

54. Beginning in early May, Station Casinos created a website, www.stationcasinosinfo.com, and began posting information related to reopening plans, layoffs, and terminations. The site had subsections for each facility that contained relevant information for each location.

55. On the layoff sections for Union-represented properties, Station Casinos posted links to the May 1 letters that Station Casinos sent to the Union's local president announcing the layoffs and terminations. The posted letter was prefaced by this statement:

As required by federal law, the Company provided to each Union representing Team Members the details on the layoffs, including which Team Members were affected. We thought the Unions would notify the affected Team Members. See the letter below that went to each of the unions. If you have not been notified, you can look for your Team Members

number in the list following the letter to find out if you are affected by the layoff.

56. On May 12, the same date the United States Court of Appeals for the District of Columbia Circuit entered judgments enforcing the Board orders at Palace Station, Fiesta Henderson and Red Rock, the Union sent Station Casinos yet another bargaining demand. **Exhibit 18**.

57. Receiving no response from Station Casinos, the Union reached out again on May 14, demanded bargaining, and warned that a “contempt remedy will extend to the employers and all their agents, including attorneys who have engaged in the refusal to bargain.” **Exhibit 19**.

58. Finally, by email and letter on May 15, Station Casinos offered to meet and bargain with the Union on May 22, 26, and 28 for only two hours each day and over Zoom. **Exhibit 20**.⁶ In the same correspondence, Station Casinos reiterated that it would not engage in coordinated bargaining; rather, it would discuss the properties one at a time. Station Casinos also asked for the Union to inform it of which property would be discussed on which day and “whether we will be negotiating the effects of the layoffs or negotiating for a first CBA.” Station Casinos did not acknowledge the Union’s requests to bargain over layoffs or other COVID-related unilateral changes.

⁶ Because Station’s 5/15 letter apparently contained a typo, Station’s representative sent another virtually identical letter on 5/16. Both letters are attached as Exhibit 20.

59. On May 18, since Station Casinos had not provided the responsive information originally requested on April 26, the Union reiterated these requests and also requested that Station Casinos furnish records of discipline issued to employees since certification. **Exhibit 21.**

60. In a press release issued on or about May 20, Station Casinos announced its intentions to resume operations at Phase One casinos without having provided the Union notice and an opportunity to bargain. **Exhibit 22.**

61. The Phase One reopening plan also included the implementation of Station Casinos' Nonrestricted Gaming Health & Sanitation Guidelines, which were formulated to comply with federal, state, and local legal requirements for reopening. These COVID protocols impacted health and safety policies. **Exhibit 23.**

62. About May 20, the Union was made aware of Stations Casino's phased reopening plans for its Las Vegas-area properties through a newspaper article. **Exhibit 24.**

63. On May 20, the Union, made aware of Station Casinos' plans, sent a letter to Station Casinos asking for a copy of its reopening plan and requesting that Station Casinos not implement the plan without bargaining over both the decision and its effects. **Exhibit 24.** The Union further noted that there were health and safety issues that needed to be addressed before it implemented a plan for

reopening. In this correspondence, the Union protested the limitations that Station Casinos placed upon bargaining. The Union stated that Station Casinos had not provided sufficient time to bargain separately for each casino. The Union also reiterated its requests for information originally made on April 26.

64. On May 21, on the eve of the first meeting between the parties, the Union sent a letter to Station Casinos again protesting the limitations that Station Casinos had placed on bargaining. **Exhibit 25**. The Union observed that Station Casinos' insistence on no more than two hours of bargaining per day amounted to 24 minutes of bargaining for each of the five casinos which was an unreasonable amount of time to bargain for five contracts.

65. The same day, Station Casinos provided some of the information originally requested on April 26, which it said was publicly available on its website, but refused to provide the names of employees who tested positive or other personal health information about individual employees, or discipline to employees. **Exhibit 26**.

66. Station Casinos did not propose any accommodation or offer to bargain over accommodations to address the Union's legitimate needs with respect to confidential information. **Exhibit 26**.

Station Casinos insists on limited and redundant bargaining, refuses to bargain over mandatory subjects, and continues to act unilaterally.

67. On May 22, the parties met via videoconference for their first meeting where they offered introductions and discussed how they wanted to proceed in bargaining. The meeting lasted for an hour-and-a-half. **Exhibit 27.**

68. During the first meeting on May 22, the Union again asked for information related to the COVID-19 reopening plan, unilateral changes that Station Casinos made prior to recognizing the Union on April 30, and discipline of unit members during that period. **Exhibit 27, pp. 1, 2-3.**

69. During the first meeting on May 22, the Union also requested bargaining over Station Casinos having conducted layoffs. Station Casinos refused to bargain over layoffs. **Exhibit 27, p. 3.**

70. At the May 22 meeting, Station Casinos insisted that moving forward the parties confine bargaining sessions to discussing one property at a time per session. **Exhibit 27, p. 4.**

71. On May 26, the parties opened contract negotiations by bargaining for the unit at Green Valley Ranch and met for less than the scheduled two hours. During this session, the Union again requested that Station Casinos rescind and bargain over its reopening plan, vis-à-vis unit employees, which it refused to do. **Exhibit 27, p. 5; Exhibit 31, p. 21, lines 13-14.**

72. On May 28, the parties engaged in bargaining for the unit at Fiesta Henderson. **Exhibit 31, p. 13, lines 4-23.**

73. On June 1, Station Casinos provided requested information about disciplinary actions. Station has not provided requested information related to unilateral changes and COVID protocols. **Exhibit 28.**

74. On June 2, the parties engaged in bargaining for the unit at Sunset Station. **Exhibit 31, p. 14 line 3.**

75. On June 4, Station Casinos reopened the Phase One casinos without having bargained with the Union about the reopening plan or the effects of the plan. **See Exhibit 21.**

76. On July 17, two months after being initially asked by the Union, Station Casinos rescinded its unilaterally implemented attendance policy. **Exhibit 29.**

77. Although Station Casinos rescinded its unilaterally implemented attendance policy, it did not rescind the infractions that employees incurred under that policy resulting in discipline to unit employees. **Exhibit 30.** In this regard, Station Casinos discharged unit employees Nicholas Trumper and Jevontae White at Green Valley Ranch, and Fred Almeron at Sunset Station. And, based on alleged violations of the unilaterally implemented attendance policy, Station

Casinos issued a final written warning to Anthony DiPirro, a shop steward at Sunset Station.

78. On August 18, the parties met and discussed Green Valley Ranch. **Exhibit 32, p. 9-11.** The Union introduced numerous proposals that implicated no less than ten contract articles. Station Casinos in turn presented a few proposals, most of which were identical to proposals made earlier for different facilities.

79. On August 24, the parties met and discussed Fiesta Henderson, where the Union introduced the various proposals it had already proposed for Green Valley Ranch in the previous meeting. **Exhibit 32, p. 11, line 5- p. 12, line 6.**

80. Station Casinos introduced a proposal that the Union be barred from speaking with employees in non-working areas during non-work time. The Union rejected that proposal. **Exhibit 32, p. 11, lines 19-22.**

81. On August 27, the Union and Station Casinos discussed Sunset Station. The parties discussed the same contract terms discussed on August 18 and 24 when bargaining for other locations, including Station Casinos' proposal for limiting the Union's access to unit employees. The parties reached no tentative agreements. **Exhibit 32, p. 12, line 7- p. 13, line 13.**

82. On September 1, the parties met for 40 minutes and discussed Palace Station. **Exhibit 32, p. 13, line 14- p. 14, line 5.** The parties discussed the same contract articles they had discussed in the last several sessions concerning other

locations. The parties tentatively reached agreement on one article: Article 20—
Payment of Wages.

83. The parties participated in additional bargaining sessions on September 3, 22, and 24, discussing essentially the same contract terms and making no substantive progress. **Exhibit 32, p. 13-17.**

84. On October 1, breaking from past practice, Station Casinos allowed discussion of two casinos—Sunset Station and Palace Station—during a single session. **Exhibit 32, p. 17, line 19.** The parties discussed a number of proposals, including those for jury duty, management rights, hours of work, discipline and discharge, scope of work, dues checkoff and other. The parties came to an agreement on the article governing jury duty.

85. During the October 1 bargaining session, Station Casinos informed the Union’s negotiators that it did not need to hear their proposals again and that they should move on. **Exhibit 32, p. 22, para. 73.**

86. On October 8, the parties met to bargain over the Red Rock unit. **Exhibit 32, p. 22, para. 75.** Seeking reference material for this session, Station Casinos began by asking the Union to provide copies of signed tentative agreements of articles from their bargaining over Green Valley Ranch and Fiesta Henderson. The Union agreed to provide those documents.

87. During this session, Station Casinos also asked the Union if the contract terms at Red Rock were the same as the ones at the other properties subject to ongoing negotiations. **Exhibit 32, p. 23, lines 5-7**. The Union said that they were the same and Station Casinos responded that they did not need to discuss them in detail. The parties reviewed various articles for the Red Rock and exchanged some proposals.

88. On October 22, the parties met and bargained about the unit at Green Valley Ranch, and on October 29, the parties bargained about the unit at Sunset Station. **Exhibit 32, pp. 25-31**.

89. On November 3, the parties met to discuss the contract at Palace Station. **Exhibit 33, p. 1**. The parties discussed working hours, overtime pay, and the management rights provision. Station Casinos proposed its right to unilaterally subcontract bargaining unit work and advocated for a contract provision that would permanently classify employees as at-will, leaving them subject to discipline and discharge without cause.

90. On November 10, Station Casinos emailed the Union a set of counterproposals for Palace Station that it said it had intended to present at the November 3 session. **Exhibit 33, p. 2**.

91. On November 24, the parties discussed Fiesta Henderson for one hour, despite being scheduled for two hours. **Exhibit 33, pp. 3-4**. The Union

presented several economic proposals and Station Casinos presented counterproposals to a number of articles that were presented the last time Fiesta Henderson was discussed. These counterproposals were identical to those Station Casinos had emailed to the Union on November 10, regarding Palace Station.

92. The Union raised concerns that employees from a non-union Station Casinos property were being hired at Sunset Station while out-of-work unit employees from Fiesta Henderson and another from unionized property were not given the same opportunity. **Exhibit 33, pp. 3-4**. The Union asked to bargain over recall rights and Station Casinos said that it would look into it.

93. On December 17, the parties discussed Green Valley Ranch. **Exhibit 33, pp 4-5**. Again, the parties exchanged proposals that were identical to those proposed at the other facilities. This meeting lasted roughly an hour and ended with the parties planning to meet again on January 21, 2021 to discuss Sunset Station.

During the course of bargaining, Station Casinos rejects the Union's requests to bargain over mandatory subjects of bargaining and the effects of their changes upon unit employees.

94. During the course of bargaining, and specifically on February 13, May 1, May 12, and May 22, the Union has asked Station Casinos to bargain over the decision to implement furloughs, layoffs, and recall of employees. **See**

Exhibits 9, 14, 17, 26. Station Casinos refused, claiming it was only obligated to bargain over the effects of those decisions, but not the decisions themselves.

95. During the course of bargaining, and specifically on May 22, the Union had asked that laid-off and terminated employees' health insurance be extended through the end of the calendar year. Station Casinos rejected the request outright. **See Exhibit 27**.

96. During the course of bargaining, and specifically on February 13, May 1, May 12, and May 22, the Union had asked Station Casinos to rescind the unilaterally implemented reopening guidelines and instead to bargain over them, along with additional safety measures, such as cordoning off areas where slot technicians are working. **See Exhibits 9, 14, 17, 26**. Station Casinos refused and stated that it is under no obligation to engage in decisional bargaining, only effects bargaining, over safety measures.

97. On various dates during the course of bargaining, beginning with the May 22 bargaining session, the Union sought to bargain over disciplinary actions that were issued in the time period between the Union's certifications and the commencement of bargaining. Station Casinos refused to bargain over these issues asserting that they were suspensions pending investigation rather than disciplinary actions.

98. Station Casinos has also refused to bargain over discipline at Fiesta Henderson as a matter of course, claiming that it is irrelevant since the casino is closed.

99. During the course of contract negotiations, and specifically by correspondence on about February 14, May 1 and May 12, the Union requested that Station Casinos bargain collectively about COVID-19 protocols at each of the five facilities. Station refused to bargain about these protocols.

Station Casinos has violated the Judgment by failing to furnish the Union with requested information in a timely manner.

100. From the outset of the bargaining relationship between the parties, Station Casinos has refused to furnish the Union with requested information needed in the performance of its role as the certified bargaining representative for unit employees.

101. The information requested by the Union, as described above in paragraphs 39, 45, 49, 59 and 63 is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative unit employees.

102. As described in paragraphs 39, 45, 49, 59, 63, 65, 66, and 73, Station Casinos has refused or unreasonably delayed in furnishing the Union it requested.

103. By the conduct described above in paragraphs 39, 45, 49, 59, 63, 65, 66, and 73, and by like and related conduct, Green Valley Ranch has failed to furnish necessary information to the Union and, therefore, has violated paragraphs 1(a) and 1(b) of the Board Order and the Judgment described above in paragraph 7.

104. By the conduct described above in paragraphs 39, 45, 49, 59, 63, 65, 66, and 73, and by like and related conduct, Sunset Station has failed to furnish necessary information to the Union and, therefore, has violated paragraphs 1(a), 1(b) and 1(c) of the Board Order and the Judgment described above in paragraph 19.

Station Casinos has violated the Judgment by making unilateral changes to the terms and condition of employment for bargaining unit employees.

105. From the outset of the bargaining relationship between the parties, Station Casinos took various unilateral actions in violation of its bargaining obligations under Federal law and despite the Union's request to bargain about those subjects. These changes were particularly harmful with respect to Station Casinos' handling of its COVID-19-related bargaining.

106. The subjects set forth above in paragraphs 37, 43, 44, 53, and 75 through 77, relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

107. The subjects set forth above in paragraphs 37, 43, 44, 53, and 75 through 77, are mandatory subjects of bargaining under Federal labor law.

108. Station Casinos engaged in the conduct described above in paragraphs 37, 43, 44, 53, and 75 through 77, without affording the Union an opportunity to bargain with respect to this conduct and without the Union's consent.

109. Station also engaged in the conduct described above in paragraphs 37, 43, 44, 53, and 75 through 77, without first bargaining with the Union to an overall good-faith impasse for an initial collective-bargaining agreement.

110. By the conduct described above in 43, 44, 53, and 75 through 77, and by like and related conduct, Green Valley Ranch has unilaterally implemented changes to the terms and conditions of bargaining unit employees and, therefore, has violated paragraphs 1(a) and 1(b) of the Board Order and the Judgment described above in paragraph 7.

111. By the conduct described above in 43, 44, 53, and 75 through 77, and by like and related conduct, Sunset Station has unilaterally implemented changes to the terms and conditions of bargaining unit employees and, therefore, has violated paragraphs 1(a) and 1(c) of the Board Order and the Judgment described above in paragraph 19.

Station Casinos has violated the Judgment by failing to bargain in good faith with the Union.

112. From the issuance of the Judgments to the present, Station Casinos has engaged in a pattern of dilatory conduct to frustrate meaningful collective bargaining. Initially, although the Ninth Circuit's Judgment foreclosed any questions concerning the Union's status as the unit employees' lawful bargaining representative, Station Casinos resisted its bargaining obligations which substantially delayed collective bargaining and hampered the Union's ability to address safety issues related to the COVID-19 pandemic.

113. Since recognizing the Union, Station Casinos dictated the parameters of bargaining which has limited the frequency of bargaining sessions, the duration of bargaining sessions, and that only one property be discussed. As a result of the 2-hour limitation that Station Casinos placed on bargaining sessions, since bargaining began on May 22, the parties have bargained approximately 8 hours for each facility.

114. Station Casinos has refused the Union's requests to bargain to bargain over all the properties simultaneously, yet it has insisted on essentially the same terms for each property. As a result, bargaining has been enmired by unnecessary repetition.

115. Other dilatory tactics employed by Station Casinos have frustrated bargaining. As described herein, Station Casinos has failed to consistently furnish

information in a timely manner and it has acted unilaterally to change the terms and conditions of employment for bargaining unit employees without bargaining with the Union concerning those changes.

116. The COVID-19 pandemic has presented acute safety concerns for bargaining unit employees. Station Casino's failure to engage in emergent and meaningful bargaining with the Union concerning the impact of COVID-19 on unit employees has further frustrated negotiations.

117. By the conduct described above in paragraphs 29 through 99, and by like and related conduct, Green Valley Ranch has failed to bargain in good faith with the Union and, therefore, has violated paragraphs 1(a), 1(b), and 2(a) of the Board Order and the Judgment described above in paragraph 7.

118. By the conduct described above in paragraphs 39 through 99, and by like and related conduct, Sunset Station has failed to bargain in good faith with the Union and, therefore, has violated paragraphs 1(a), 1(c), and 2(a) of the Board Order and the Judgment described above in paragraph 19.

119. The NLRB reserves the right to amend and/or supplement the allegations herein.

PRAYER FOR RELIEF

The Board respectfully requests as follows:

a. That this Court forthwith issue an order to show cause requiring Station Casinos to each serve and file answers to the numbered factual allegations of the instant petition in which they shall admit, deny, or state their lack of knowledge or information sufficient to form a belief about the truth of, each allegation of the petition.

b. That this Court's order further direct Station Casinos to show cause why they should not be adjudged in civil contempt for disobeying and failing and refusing to comply with the Judgments of this Court.

c. That following appropriate proceedings, Station Casinos, and any officer or agent thereof found to have acted in concert or participation with them in violating this Court's Judgments, be adjudged in civil contempt.

d. That upon adjudication in contempt, this Court enter an order requiring Station Casinos, their officers, agents, successors, and assigns to purge themselves of such contempt by undertaking the following:

i. Fully comply with the Judgments, and not in any way, by action or inaction, engage in, induce, encourage, permit, or condone any violation of said Judgments.

ii. Refrain from refusing to meet and bargain at reasonable times.

iii. Refrain from refusing to bargain about employee working conditions including those conditions related to the COVID-19 pandemic

iv. Refrain from making unilateral changes to terms and conditions of employment of bargaining unit employees including changes to working conditions related to the COVID-19 pandemic.

v. Refrain from in any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act, 29 U.S.C. § 157, with future violations of the Act to be remediable as set forth below.

vi. Within ten days of the Order, deposit \$150,000 (\$50,000 for each casino falling under this Court's judgments), in an interest bearing account in the registry of the United States District Court for the District of Nevada as a bond, each to be remitted upon this Court's determination that it has fully complied with the steps enumerated in subparagraphs vii through xix below, and to be forfeited if Station Casinos fails to fully comply with the affirmative provisions of the Order.

vii. On request, bargain with the Union as the exclusive collective-bargaining representative of the unit employees concerning terms and conditions of employment. Such bargaining will continue for a reasonable period of no less than twelve (12) months from the commencement of bargaining following the

entry of the Order, and bargaining sessions will occur no less than 8 days per location per month, unless the Union gives express written consent to meet less frequently.

viii. Continue to recognize and meet and bargain in good faith with the Union until a full understanding or bona fide impasse has been reached, and if an understanding is reached, embody the understanding in a signed collective-bargaining agreement. If Station Casinos claims the existence of bona fide impasse, Station Casinos must establish the existence of such impasse to the satisfaction of this Court in accordance with established provisions of federal labor law.

ix. Forthwith meet and bargain with the Union to agreement or impasse regarding accommodations necessary to preserve confidentiality while meeting the Union's legitimate interests in requested employee information.

x. In addition to, and apart from, the bargaining requirements set forth in paragraph d(iv) and d (v), forthwith meet and engage in emergent bargaining with the Union to agreement or impasse regarding any and all terms and conditions of employment touching, concerning or relating to the COVID-19 pandemic upon a schedule set forth in the Board's accompanying motion for a preliminary injunction.

xi. Immediately rescind all infractions (i.e. occurrence points) and discipline assessed to employees pursuant to the unilaterally implemented attendance policy.

xii. Immediately rescind the infractions, i.e. occurrence points, and discipline assessed to employees based upon conduct during the time period the unilaterally implemented attendance policy was in effect.

xiii. On request, rescind any reopening protocols that impacted the terms and conditions of employment for bargaining unit employees since the Union's certification.

xiv. On request, rescind any COVID-19 testing or other COVID-19 related protocols that impacted the terms and conditions of employment for bargaining unit employees since the Union's certification.

xv. For bargaining unit employees that were furloughed or laid off before the pertinent judgment issued, but not yet recalled, offer them reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, effective to the date of the Union's request to bargain over recalls or the date such recalls actually occurred (whichever is later), and without prejudice to their seniority or other rights or privileges previously enjoyed.

xvi. For bargaining unit employees that were furloughed or laid off before the pertinent judgment issued, make them whole for any loss of earnings or

other benefits from the date of the Union's request to bargain over recalls or the date such recalls actually occurred (whichever is later), less any net interim earnings, plus interest.

xvii. For bargaining unit employees that have been furloughed or laid off since the pertinent judgment issued, but not yet recalled, offer them reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other rights or privileges previously enjoyed.

xviii. For bargaining unit employees that have been furloughed or laid off since the pertinent judgment issued, make them whole for any loss of earnings or other benefits resulting from their layoffs or the elimination of their jobs, less any net interim earnings, plus interest.

xix. Within fourteen (14) days after service by the Board of a Notice to Employees drafted by the Board, duplicate at its own expense and post at all of its facilities where notices to its employees are customarily posted, for a period of ninety (90) consecutive days, copies of the contempt adjudication and the Notice to Employees in the form prescribed by the Board and signed by a responsible officer on behalf of Station Casinos. Said notice shall state that Station Casinos has been adjudged in civil contempt of this Court for violating and disobeying the Court's Judgment, and that it will undertake the actions in

purgation directed by this Court. Station Casinos shall maintain such notices and copies of the contempt adjudication in clearly legible condition throughout the posting period and ensure that they are not altered, defaced, or covered by other material.

xx. Within seven (7) days after posting the Notice to Employees, Station Casinos shall supply the NLRB's Regional Director for Region 28 with a signed copy of the Notice to Employees and a certification of the dates and locations of posting; and, upon reasonable notice, allow an agent of the Board access to any of its premises during the entire posting period to inspect the posted notices.

xxi. In addition to physical posting of paper notices, the Notice to Employees shall be distributed electronically, such as by e-mail, posting on an intranet or an internet site, and/or other electronic means, if Station Casinos customarily communicates with its employees by such means; and Station Casinos shall supply the NLRB's Regional Director for Region 28 with certification of distribution and a copy of any electronic distribution of said notice.

xxii. Within fourteen (14) days after service of the Notice to Employees by the Board, hold a meeting or meetings, during working time, scheduled to ensure the widest possible attendance, at which the Notice to Employees is to be read to the employees assembled for this purpose, by a

responsible official of Station Casinos, or by a Board agent in the presence of a responsible official of Station Casinos, and providing an opportunity for representatives of the Board and the Union to be present for the reading of the notice.

xxiii. Pay to the Union all costs, expenses and reasonable attorneys' fees, calculated at the prevailing market rate in the location where its attorneys perform work, incurred by the Union in the pursuit, processing, preparation, presentation and final disposition of this proceeding. All of said costs, unless agreed to by the parties, shall be fixed by further order of this Court upon submission by the Union of a certified statement of such costs and expenses. Should any dispute arise respecting the Union's submission as to which this Court may determine that a hearing is desirable, this Court, in its discretion, may refer such dispute to a special master, upon such terms as this Court shall determine, for a report and recommendation;

xxiv. Pay to the Board all costs, expenses, and reasonable attorneys' fees, calculated at the prevailing District of Columbia market rate, incurred by the Board in the investigation, preparation, presentation, and final disposition of this proceeding. All of said costs, unless agreed to by the parties, shall be fixed by further order of this Court upon submission by the Board of a certified statement of such costs and expenses. Should any dispute arise respecting the Board's

submission as to which this Court may determine that factfinding is desirable, this Court, in its discretion, may refer such dispute to a special master, upon such terms as this Court shall determine, for a report and recommendation.

e. Within 14 days after entry of the contempt adjudication and again upon termination of compliance, file with the Clerk of this Court, and a copy thereof with the Director of the Board's Region 28 office at 2600 N. Central Ave., Suite 1400, Phoenix, AZ 85004, and the Board's Contempt, Compliance & Special Litigation Branch in Washington, 1015 Half Street, S.E., Washington, DC, 20003, sworn statements showing what steps have been taken to comply with this Court's directives. That upon the further motion of the Board, showing that any party held in contempt hereby has failed to purge itself of contempt as described in paragraphs i through xix, this Court tax the bond filed pursuant to the above order by up to \$10,000 per day that the Court finds that the violation has continued, with the amount of the fine to be imposed by the Court depending upon the scope and severity of the violations. In the event that the bond does not contain adequate funds to pay the charged amounts, Station Casinos shall be responsible for the remaining amounts owed.

f. The \$250,000 bond shall be returned to Station Casinos under the following conditions:

- g. If, at any time during the 12-month period described above in paragraph d(vi), Station Casinos and the Union reach collective bargaining agreements for all five facilities [within the meaning of Section 8(d) of the Act, 29 U.S.C Act, 29 U.S.C. § 158(d), and Section 301 of the Labor Management Relations Act of 1947, 29 U.S.C. § 185 ("agreement" or "contract")], *and* Station Casinos has fully complied with all of the other affirmative steps enumerated in paragraphs ix through xix; or
- h. If, at the end of the 12-month bargaining period, no collective-bargaining agreement having been reached, Station Casinos establish to this Court's satisfaction that it has fully satisfied its bargaining obligations described in paragraphs vii through viii, *and* that it has fully complied with all of the other affirmative steps enumerated in paragraphs ix through xix.

i. That this Court impose against each party held in contempt hereby a prospective fine of up to \$50,000 for each and every future violation of the Judgment, and a further fine of up to \$10,000 per day for each day the Court finds the violations have continued, with the amount of the fine, if any, to be determined by the Court depending upon the scope and severity of the violations.

j. That in order to verify and ensure compliance with the Court's Judgment and contempt order, the Court provides that the Board may obtain discovery from any person, including, but not limited to, Station Casinos, its officers, agents and employees, and any person or entity which the Board, in its sole and unreviewable discretion, believes to be a potential successor or alter-ego of Station Casinos, its officers, agents and employees, in the manner provided by the Federal Rules of Civil Procedure, upon any matter reasonably related to compliance with the Court's November 16, 2011 Judgment or the contempt order; and that, should a dispute arise between the parties respecting such discovery, upon the motion of either party the Court shall appoint a special master, with such duties and powers as the Court shall specify, to supervise the discovery; and that failure to engage in discovery in the manner required by the Federal Rules of Civil Procedure shall be treated as contempt of this Court.

k. That this Court enter such further relief against Station Casinos, their officers, agents, successors or assigns as may be just and proper under the circumstances.

Respectfully submitted,

NATIONAL LABOR RELATIONS BOARD

WILLIAM G. MASCIOLI
Assistant General Counsel
Contempt, Compliance & Special
Litigation Branch
(202) 273-3746
bill.mascioli@nrlrb.gov

DALFORD D. OWENS, JR.
Supervisory Attorney
(202) 273-2934
dean.owens@nrlrb.gov

s/ Paul A. Thomas
PAUL A. THOMAS
Trial Attorney
Tel: (202) 273-3788
Fax: (202) 273-4244
paul.thomas@nrlrb.gov

s/ Padraic J. Lehane
PADRAIC J. LEHANE
Trial Attorney
Tel: (202) 273-4400
Fax: (202) 273-4244
paddy.lehane@nrlrb.gov

Dated at Washington, D.C.
this 4th day of March, 2021.

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1107
	)		19-1119
Petitioner in Contempt,	)		19-1133
)		
v.)		
)		
NP PALACE, LLC d/b/a PALACE)		
STATION HOTEL & CASINO)		
)		
Respondent in Contempt.)		
)		
<hr/>)	

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1138
	)		19-1151
Petitioner in Contempt,)		
)		
v.)		
)		
NP LAKE MEADE, LLC D/B/A FIESTA)		
HENDERSON CASINO HOTEL)		
)		
Respondent in Contempt.)		
)		
<hr/>)	

_____)		
NATIONAL LABOR RELATIONS BOARD,)	Nos.	19-1172
		19-1209
Petitioner in Contempt,)		19-1213
v.)		
NP RED ROCK, LLC d/b/a RED ROCK)		
CASINO, RESORT & SPA)		
Respondent in Contempt.)		
_____)		

**CONSENT MOTION TO HOLD CASES IN ABEYANCE PENDING
OUTCOME OF MEDIATION IN THE NINTH CIRCUIT**

The National Labor Relations Board respectfully moves the Court to hold the three captioned civil contempt proceedings in abeyance pending the outcome of mediation of two related and substantively identical contempt cases the Board has filed in the United States Court of Appeals for the Ninth Circuit. The Respondents in the three captioned cases and the International Union of Operating Engineers, Local 501, AFL-CIO (“the Union”) have all agreed to mediation in the Ninth Circuit and the Respondents—although disagreeing that they were in contempt of this Court’s prior judgment—nevertheless agree that holding the cases in abeyance is the proper approach here and consent to the relief sought in this motion. In support of this motion, the

Board shows as follows:

1. On March 4, 2021, the National Labor Relations Board filed identical Petitions for Adjudication in Civil Contempt and for Other Civil Relief in the three separate cases captioned above, alleging that NP Palace, LLC, NP Lake Mead, LLC, and NP Red Rock, LLC (collectively, “Respondents”) have each severally committed contempt of this Court’s prior judgments.

2. The Petition filed in Case No. 19-1107 et al. requests the Court to adjudge Respondent NP Palace, LLC in civil contempt for violating a judgment entered by this Court on May 12, 2020 commanding it to bargain collectively in good faith with the Union.

3. The Petition filed in Case No. 19-1138 et al. requests the Court to adjudge Respondent NP Lake Mead, LLC in civil contempt for violating a judgment entered by this Court on May 12, 2020 commanding it to bargain collectively in good faith with the Union.

4. The Petition filed in Case No. 19-1172 et al. requests the Court to adjudge Respondent NP Red Rock, LLC in civil contempt for violating a judgment entered by this Court on May 12, 2020 commanding it to bargain collectively in good faith with the Union.

5. Also on March 4, 2021, the Board also filed two petitions with the United States Court of Appeals for the Ninth Circuit alleging Station GVR Acquisition, LLC (Case No. 18-71124) and NP Sunset, LLC (Case No. 19-70092) (the Ninth Circuit cases), two companies laterally related to Respondents and under common ownership, have each severally committed contempt of judgments entered by that court commanding them to bargain collectively with the Union.

6. The two petitions filed with the Ninth Circuit are substantively identical to the three filed with this Court, allege the same contumacious conduct, are based on interrelated facts, and seek the same relief. All five cases raise similar challenges to the good faith of Respondents' bargaining efforts, involve many of the same facts and witnesses, allege conduct occurring in facilities within the same metropolitan area, and involve companies owned by the same parent entity, Station Casinos, LLC.

7. On April 27, 2021, pursuant to a joint request from the parties, the Ninth Circuit referred the two petitions filed in that court to its Mediation Office. The court stayed proceedings in those petitions while the parties explored mediation.

8. Based on the interrelatedness of the cases, any resolution which can be obtained in the Ninth Circuit mediation process would need to be equally (and identically) applicable to the three captioned cases before this Court. In other words, either all five cases will settle, or none will. Thus, holding these cases in abeyance is appropriate both for reasons of judicial economy and avoiding the possibility of inconsistent or contradictory outcomes in similarly situated cases.

WHEREFORE, for the reasons set forth above, the NLRB respectfully requests that the Petitions filed in Case Nos. 19-1107 et al., 19-1138 et al., and 19-1172 et al. be held in abeyance pending the outcome of mediation of the two substantively identical cases in the Ninth Circuit.

Respectfully submitted,

Dated this 29th day of April
2021 at Washington, D.C.

NATIONAL LABOR RELATIONS BOARD

/s/ Padraic J. Lehane

Padraic J. Lehane

Trial Attorney

Contempt, Compliance & Special Litigation
Branch

1015 Half Street, S.E., 4th Floor

Washington, D.C. 20003

(202) 273-4400

pjlehane@nlr.gov

CERTIFICATE OF COMPLIANCE

I certify that the attached Consent Motion to Hold Cases in Abeyance Pending the Outcome of Mediation in the Ninth Circuit contains 625 words of proportionally spaced, 14-point type, and the word processing system used was Microsoft Word 2016.

/s/ Padraic J. Lehane

Padraic J. Lehane

Trial Attorney

Dated in Washington, D.C.

This 29th day of April 2021.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing were filed electronically with the Court's CM/ECF system this date, which will send an electronic notice to all registered parties and counsel.

s/ Padraic J. Lehane

Padraic J. Lehane

Dated in Washington, D.C.

This 29th day of April 2021.

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1107
	)		19-1119
Petitioner in Contempt,	)		19-1133
)		
v.)		
)		
NP PALACE, LLC d/b/a PALACE)		
STATION HOTEL & CASINO)		
)		
Respondent in Contempt.)		

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1138
	)		19-1151
Petitioner in Contempt,)		
)		
v.)		
)		
NP LAKE MEADE, LLC D/B/A FIESTA)		
HENDERSON CASINO HOTEL)		
)		
Respondent in Contempt.)		

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	Nos.	19-1172
	)		19-1209
Petitioner in Contempt,	)		19-1213
)		
v.)		
)		
NP RED ROCK, LLC d/b/a RED ROCK)		
CASINO, RESORT & SPA)		
)		
Respondent in Contempt.)		
<hr/>)	

JOINT MOTION FOR ENTRY OF CONSENT ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the District of Columbia Circuit:

The National Labor Relations Board (“the Board”) and NP Palace, LLC d/b/a Palace Station Hotel & Casino, NP Lake Meade, LLC d/b/a Fiesta Henderson Casino Hotel, and NP Red Rock, LLC d/b/a Red Rock Casino, Resort & Spa (collectively “Station Casinos”), by their counsel, hereby jointly move the United States Court of Appeals for the District of Columbia Circuit to approve the annexed Stipulation for Entry of Consent Order and enter the proposed Consent Order, also annexed, in settlement of the contempt cases initiated by the Board on March 4, 2021 in the three separate cases captioned above.

Respectfully submitted,

STATION CASINOS

NATIONAL LABOR RELATIONS
BOARD

/s/ David E. Schreiner

DAVID E. SCHREINER

Partner

Fisher Phillips LLP

200 Public Square, Suite 4000

Cleveland, OH 44114

(440) 838-8800

dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN

Assistant General Counsel

Contempt, Compliance, and

Special Litigation Branch

1015 Half Street, S.E., 4th Floor

Washington, D.C. 20003

(202) 273-3746

Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

**CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMIT,
TYPEFACE REQUIREMENTS, AND TYPE-STYLE
REQUIREMENTS**

1. This document complies with the type-volume limit of Fed. R. App. P. 32(g)(1) because, excluding parts of the document exempted by Fed. R. App. P. 32(f), this document contains 243 words.

2. This document complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this document has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in 14-point Century Schoolbook font.

/s/ Padraic J. Lehane _____

PADRAIC J. LEHANE

Trial Attorney

National Labor Relations Board

Dated at Washington, D.C.
this 5th day of November, 2021

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing using the Court's CM/ECF filing system this date, which will send an electronic notice to counsel for Respondents, Station Casinos.

/s/ Padraic J. Lehane _____

PADRAIC J. LEHANE

Trial Attorney

National Labor Relations Board

Dated at Washington, D.C.

this 5th day of November, 2021

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1107
	)		19-1119
Petitioner in Contempt,	)		19-1133
)		
v.)		
)		
NP PALACE, LLC d/b/a PALACE)		
STATION HOTEL & CASINO)		
)		
Respondent in Contempt.)		

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1138
	)		19-1151
Petitioner in Contempt,)		
)		
v.)		
)		
NP LAKE MEADE, LLC D/B/A FIESTA)		
HENDERSON CASINO HOTEL)		
)		
Respondent in Contempt.)		

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	Nos.	19-1172
	)		19-1209
Petitioner in Contempt,	)		19-1213
)		
v.)		
)		
NP RED ROCK, LLC d/b/a RED ROCK)		
CASINO, RESORT & SPA)		
)		
Respondent in Contempt.)		
<hr/>)	

STIPULATION FOR ENTRY OF CONSENT ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the District of Columbia Circuit:

Subject to the approval of the United States Court of Appeals for the District of Columbia Circuit, the National Labor Relations Board (“the Board”) and NP Palace, LLC d/b/a Palace Station Hotel & Casino (“Palace Station”), NP Lake Mead, LLC d/b/a Fiesta Henderson Casino Hotel (“Fiesta Henderson”), and NP Red Rock, LLC d/b/a Red Rock Casino, Resort & Spa (“Red Rock”) (jointly referred to as “Respondents”) hereby stipulate and agree as follows:

1. Station Casinos, LLC, owns and operates casinos and their related retail establishments in the area of Las Vegas, Nevada, including

the five casinos described in the Board's March 4, 2021 *Petition for Adjudication in Civil Contempt and for Other Civil Relief*. (19-1107, Document # 1888352, March 4, 2021; 19-1138, Document # 1888360, March 4, 2021; 19-1172 Document # 1888372, March 4, 2021).

2. On May 12, 2020, this Court entered a judgment in Case No. 19-1107 (Document # 1842488) enforcing a Decision and Order of the Board entered on May 14, 2019 (19-1107, see Document # 1788823, May 17, 2019). The Board's Order, as enforced by the Court, directs Palace Station, its officers, agents, successors and assigns, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

3. On May 12, 2020, this Court entered a judgment in Case No. 19-1138 (Document # 1842494) enforcing a Decision and Order of the Board entered on June 28, 2019 (19-1138, see Document # 1795721, July 3, 2019). The Board's Order, as enforced by the Court, directs Fiesta Henderson, its officers, agents, successors and assigns, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

4. On May 12, 2020, this Court entered a judgment in Case No. 19-1172 (Document # 1842501) enforcing a Decision and Order of the Board entered on August 23, 2019 (19-1172, see Document # 1804061, August 27, 2019). The Board's Order, as enforced by the Court, directs Red Rock, its officers, agents, successors and assigns, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

5. The three judgments described above (“the Judgments”) have been in full force and effect since their entry and at all material times Respondents have had notice and actual knowledge of the terms of the judgments binding them.

6. On March 4, 2021, the Board filed identical *Petitions for Adjudication in Civil Contempt and for Other Civil Relief* in the three cases captioned above. The Board also filed identical petitions in two related cases in the United States Court of Appeals for the Ninth Circuit the same day.

7. On April 27, 2021, the United States Court of Appeals for the Ninth Circuit referred the two captioned cases in that Court to the Court’s mediation program and stayed all other proceedings pending further order. *See NLRB v. Station GVR Acquisition, LLC*, No. 18-71124, ECF No. 113 (9th Cir.).

8. On May 4, 2021, this Court granted the Board’s consent motion to hold the above-captioned cases in abeyance pending the outcome of the mediation in the Ninth Circuit (19-1107, Document # 1897182; 19-1138, Document # 1901562; 19-1172, Document # 1901564).

9. The Board and Station Casinos agree that the allegations in the three Contempt Petitions will be completely resolved and disposed of by entry of the attached proposed Consent Order.

10. This Stipulation and Proposed Consent Order contain the entire agreement between the parties, and there is no other agreement of any kind, verbal or otherwise, with respect to the subjects of this Stipulation and the proposed Consent Order. It is expressly understood that this Stipulation and Consent Order resolve only the issues set forth in the contempt petition, does not constitute an admission of liability regarding those issues, and does not constitute a settlement of any other matters. This Stipulation does not preclude persons from filing charges with the Board, the General Counsel of the Board from prosecuting complaints, or the Board from hearing and resolving any matter timely and properly presented under the Act in other cases and matters regardless of whether such matters are known to the Board's General Counsel or are readily discoverable. The General Counsel reserves the right to use evidence obtained in its investigation of this case for any relevant and material purpose in the litigation of any other case, and a judge, the Board, and the courts may make findings of fact and/or

conclusions of law with respect to such evidence, provided Station Casinos has an opportunity to present evidence for consideration by a judge, the Board, and the courts which may also be the basis for findings of fact and/or conclusions of law.

11. The parties will jointly move the United States Courts of Appeals for the District of Columbia Circuit to enter the attached Consent Order.

Respectfully submitted,

STATION CASINOS

/s/ David E. Schreiner

DAVID E. SCHREINER

Partner

Fisher Phillips LLP

200 Public Square, Suite 4000

Cleveland, OH 44114

(440) 838-8800

dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

NATIONAL LABOR RELATIONS
BOARD

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN

Assistant General Counsel

Contempt, Compliance, and Special
Litigation Branch

1015 Half Street, S.E., 4th Floor

Washington, D.C. 20003

(202) 273-3746

Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1107
	)		19-1119
Petitioner in Contempt,	)		19-1133

v.

NP PALACE, LLC d/b/a PALACE)
STATION HOTEL & CASINO)
)
Respondent in Contempt.)

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1138
	)		19-1151

Petitioner in Contempt,

v.

NP LAKE MEADE, LLC D/B/A FIESTA)
HENDERSON CASINO HOTEL)
)
Respondent in Contempt.)

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	Nos.	19-1172
	)		19-1209
Petitioner in Contempt,	)		19-1213
)		
v.)		
)		
NP RED ROCK, LLC d/b/a RED ROCK)		
CASINO, RESORT & SPA)		
)		
Respondent in Contempt.)		
<hr/>)	

CONSENT ORDER

The National Labor Relations Board (“the Board”) and NP Palace, LLC d/b/a Palace Station Hotel & Casino, NP Lake Meade, LLC d/b/a Fiesta Henderson Casino Hotel, and NP Red Rock, LLC d/b/a Red Rock Casino, Resort & Spa (“Respondents”) having entered into a Stipulation for the entry of this Consent Order, it is hereby:

I. ORDERED that the Stipulation dated November 5, 2021 is approved and is hereby filed.

II. IT IS FURTHER ORDERED that Respondents, their officers, agents, successors and assigns, shall fully comply with the Consent Order, and the three underlying Judgments entered by this Court, and not in any way, by action or inaction, engage in, induce, encourage,

permit, or condone any violation of said Order or Judgments based on any conduct occurring after the entry of this Consent Order. This Consent Order fully remedies the allegations in the above-captioned cases, including, but not limited to, all allegations covered by the attached Notice to Employees made part of this Agreement, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters not covered by this Consent Order that occurred before this Agreement was approved. The Board reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

III. IT IS FURTHER ORDERED that Respondents shall each, severally:

- (a) Continue to meet and bargain with the Union as the exclusive collective-bargaining representative of the employees described in the underlying Judgments of this Court concerning terms

and conditions of employment, including, but not limited to, those relating to actions taken in response to the COVID-19 pandemic, and, if an understanding is reached, embody the understanding in a signed agreement. Such bargaining shall continue for not less than eight (8) months from March 9, 2021, the date on which Respondents agreed to combine bargaining to cover all of the five casinos which are referenced in subparagraph (b) below. If Respondents claim the existence of a bona fide impasse, Respondents must establish the existence of such impasse to the satisfaction of this Court in accordance with established provisions of federal labor law.

- (b) On request, meet and bargain in good faith with the Union at reasonable times and places regarding terms and conditions of employment, including, but not limited to, those relating to actions taken in response to the COVID-19 pandemic. Bargaining sessions shall encompass all five casinos (the three covered by this Consent Order and its underlying Judgments and the two others that are subject to litigation in the Ninth Circuit) and shall occur no less than 16 hours per week, unless

the Union agrees to meet less frequently, refuses to meet, cancels sessions, or fails to respond to scheduling requests. The Union's refusal to meet for a session, cancellation of a session or failure to respond to a scheduling request within 48 hours shall discharge the Respondents' duty to meet for the period of time covered by the scheduling request or for sixteen (16) hours, whichever is less.

- (c) Meet and bargain with the Union to agreement or impasse regarding accommodations necessary to preserve confidentiality of any employee information requested by the Union which is relevant within the meaning of § 8(a)(5) of the NLRA, as amended.
- (d) Maintain the rescission of all infractions (i.e. occurrence points) and discipline assessed to employees pursuant to Respondent's unilaterally implemented attendance policy.
- (e) Notify employees in each applicable bargaining unit of their right to receive paid leave in order to receive COVID-19 vaccinations in accordance with the provisions of Nevada Senate Bill No. 209. Further, if there are any unvaccinated

bargaining unit employees desiring to become vaccinated, upon such employee's request, Respondents will make arrangements for the employee to get vaccinated off-site on an expedited basis and will pay any such employee the maximum amount allowed under Nevada Senate Bill No. 209 even though less time was needed to get vaccinated.

(f) Before implementing any further changes in wages, hours, or other terms and conditions of employment of bargaining unit employees relating to actions taken in response to the COVID-19 pandemic, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of the employees described in the underlying Judgments of this Court to agreement or bona fide impasse.

(g) Place the following individuals on preferential hiring lists for the positions and at the casinos opposite their names:

Goodluck E. Nasuwa | Utility Tech – Red Rock

Neil A. Dadis | Slot Tech and Utility Tech – Palace Station

Christopher Moralez-Castro | Utility Tech – Palace Station

Should positions for slot technicians and/or utility technicians at the above-named casinos become vacant before November 1, 2022, the applicable Respondent shall provide timely offer(s) of employment to fill those positions to the foregoing individuals based on their inclusion on these preferential hiring lists, and hire individuals accepting these offers of employment, provided that acceptance is given within 48 hours of actual receipt of the offer of employment and that the other conditions for rehire as referenced below are met. Morales-Castro shall have preference over Dadis for the first Utility Tech position that becomes available at Palace Station if Dadis has not already been rehired as a Slot Tech at Palace Station. The date these individuals report for work may be determined by mutual agreement between them and Respondents, but Respondents may not require these individuals to report for duty in a time period less than 14 calendar days from the date of the offer of employment. Other conditions that Respondent requires for rehiring any of these individuals will conform to its past practice of rehiring former employees following their termination of employment.

Liang Hung shall have preference to be promoted into any Slot Tech position which becomes available at Red Rock prior to November 1, 2022.

- (h) Pay to the Union attorneys' fees, calculated at the prevailing market rate in the location where its attorneys perform work, incurred by the Union in the pursuit, processing, preparation, presentation and final disposition of this proceeding in the amount of five hours, with the total amount not to exceed \$3,325.00.
- (i) Refrain from, in any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act, 29 U.S.C. § 157, with future like or related violations of the Act to be remediable as set forth below.

IV. IT IS FURTHER ORDERED that in order to verify and ensure compliance with the Court's Judgments and this Consent Order, the Court provides that the Board may obtain discovery from any person upon any matter reasonably related to compliance with this Court's Judgments or this Consent Order; and that, should a dispute arise

between the parties respecting such discovery, upon the motion of either party the Court shall appoint a special master, with such duties and powers as the Court shall specify, to supervise the discovery; and that failure to engage in discovery in the manner required by the Federal Rules of Civil Procedure may be treated as contempt of this Court.

V. IT IS FURTHER ORDERED that within fourteen (14) days after the entry of this Consent Order, each Respondent shall post, in conspicuous places where notices to employees in the bargaining units represented by the Union are customarily posted for a period of sixty (60) consecutive days, copies of this Consent Order and a Board Notice (“the Notice”).

- (a) The Notices shall be signed by an appropriate representative on behalf of the respective Respondent and shall be maintained in clearly legible condition throughout the 60-day period. Each Respondent shall further ensure that the Notice and Consent Order are not altered, defaced, or covered by any other material.
- (b) Each Respondent shall provide the Board’s Region 28 with signed copies of the Notice and a certification of the dates and

locations of the postings and shall give Board agents reasonable access to check the postings.

- (c) In addition to physical posting of paper Notices, the Notices shall be distributed by email to each employee in the bargaining unit represented by the Union. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by the Respondent in the bargaining unit represented by the Union at any time since February 27, 2020.

VI. IT IS FURTHER ORDERED that each Respondent shall file a sworn statement with the Clerk of this Court, and a copy thereof with the Director of the Board's Region 28 office, within thirty-five (35) days after the approval of this Consent Order and again upon termination of the posting period, affirming that the actions referenced in III. and V. of this Consent Order have been taken.

VII. In order to assure against violations of this Consent Order, the Court **HEREBY IMPOSES** against each Respondent a prospective fine

of up to \$25,000 for each and every future violation of this Consent Order and/or the Judgments, and a further fine of up to \$3,000 per day for each day the Court finds the violation(s) have continued, with the amount of such fines to be determined by the Court. The Court also imposes a prospective fine against any of Respondents' officers, agents, and representatives who, in active concert and participation with Respondents and with notice and knowledge of the Consent Order and/or the Judgments, violates this Consent Order and/or the Judgments, of up to \$750 for each and every future violation of this Consent Order and a further prospective fine of up to \$100 per day for each day the Court finds the violation(s) have continued, with the amount of such fines to be determined by the Court. Fines may be imposed by the Board instituting a new civil contempt proceeding in this Court, in which the Board shall be required to establish its allegations by clear and convincing evidence.

VIII. IT IS FURTHER ORDERED that upon the failure of any Respondent to comply with this Court's Judgments and this Consent Order, the Court may take such other and further actions and grant such other relief as may be just, reasonable, and proper to assure compliance with this Court's Judgments and this Consent Order. This Consent Order

shall not preclude the Board from requesting such other remedies as it deems appropriate to remedy contumacious conduct in violation of this Court's Judgments and this Consent Order.

Approved as to form:

STATION CASINOS

NATIONAL LABOR RELATIONS
BOARD

/s/ David E. Schreiner

DAVID E. SCHREINER

Partner

Fisher Phillips LLP

200 Public Square, Suite 4000

Cleveland, OH 44114

(440) 838-8800

dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN

Assistant General Counsel

Contempt, Compliance, and Special
Litigation Branch

1015 Half Street, S.E., 4th Floor

Washington, D.C. 20003

(202) 273-3746

Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

IT IS SO ORDERED:

Date: _____

Circuit Judge

Date: _____

Circuit Judge

Date: _____

Circuit Judge

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1107
	)		19-1119
Petitioner in Contempt,	)		19-1133
)		
v.)		
)		
NP PALACE, LLC d/b/a PALACE)		
STATION HOTEL & CASINO)		
)		
Respondent in Contempt.)		

NATIONAL LABOR RELATIONS BOARD,	)	No.	19-1138
	)		19-1151
Petitioner in Contempt,)		
)		
v.)		
)		
NP LAKE MEADE, LLC D/B/A FIESTA)		
HENDERSON CASINO HOTEL)		
)		
Respondent in Contempt.)		

<hr/>)	
NATIONAL LABOR RELATIONS BOARD,	)	Nos.	19-1172
	)		19-1209
Petitioner in Contempt,	)		19-1213
)		
v.)		
)		
NP RED ROCK, LLC d/b/a RED ROCK)		
CASINO, RESORT & SPA)		
)		
Respondent in Contempt.)		
<hr/>)	

**CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMIT,
TYPEFACE REQUIREMENTS, AND TYPE-STYLE
REQUIREMENTS**

1. This document certifies that the Joint Motion for Entry of Consent Order filed by the parties on November 5, 2021 complies with the word volume limit of Fed. R. App. P. 32(g)(1) because, excluding parts of the document exempted by Fed. R. App. P. 32(f), the document contains 243 words.

2. The Joint Motion complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this document has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in 14-point Century Schoolbook font.

/s/ Padraic J. Lehane

PADRAIC J. LEHANE

Trial Attorney

National Labor Relations Board

Dated at Washington, D.C.
this 5th day of November 2021

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

NATIONAL LABOR RELATIONS)	
BOARD,	)	Nos. 18-71124
	)	18-72079
Petitioner in Contempt,	)	18-72121
)	
v.)	
)	
STATION GVR ACQUISITION, LLC d/b/a)	
GREEN VALLEY RANCH RESORT SPA)	
CASINO)	
)	
Respondent in Contempt.)	

NATIONAL LABOR RELATIONS)	
BOARD,	)	Nos. 19-70092
	)	19-70244
Petitioner in Contempt,	)	19-70279
)	
v.)	
)	
NP SUNSET, LLC d/b/a SUNSET STATION)	
HOTEL & CASINO)	
)	
Respondent in Contempt.)	

JOINT MOTION FOR ENTRY OF CONSENT ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board (“the Board”) and Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino and NP Sunset, LLC d/b/a Sunset Station Hotel & Casino (collectively “Station Casinos”), by their counsel, hereby jointly move the United States Court of Appeals for the Ninth Circuit to approve the annexed Stipulation for Entry of Consent Order and enter the proposed Consent Order, also annexed, in settlement of the contempt cases initiated by the Board on March 4, 2021 in the two separate cases captioned above.

Respectfully submitted,

STATION CASINOS

/s/ David E. Schreiner

DAVID E. SCHREINER
Partner
Fisher Phillips LLP
200 Public Square, Suite 4000
Cleveland, OH 44114
(440) 838-8800
dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

NATIONAL LABOR RELATIONS
BOARD

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN
Assistant General Counsel
Contempt, Compliance, and
Special Litigation Branch
1015 Half Street, S.E., 4th Floor
Washington, D.C. 20003
(202) 273-3746
Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

**CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMIT,
TYPEFACE REQUIREMENTS, AND TYPE-STYLE
REQUIREMENTS**

1. This document complies with the word volume limit of Fed. R. App. P. 32(g)(1) because, excluding parts of the document exempted by Fed. R. App. P. 32(f), this document contains 210 words.

2. This document complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type-style requirements of Fed. R. App. P. 32(a)(6) because this document has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in 14-point Century Schoolbook font.

/s/ Padraic J. Lehane

PADRAIC J. LEHANE

Trial Attorney

National Labor Relations Board

Dated at Washington, D.C.
this 5th day of November, 2021

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing using the Court's CM/ECF filing system this date, which will send an electronic notice to counsel for Respondent, Station Casinos.

/s/ Padraic J. Lehane

PADRAIC J. LEHANE
Trial Attorney
National Labor Relations Board

Dated at Washington, D.C.
this 5th day of November, 2021

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

NATIONAL LABOR RELATIONS)	
BOARD,	)	Nos. 18-71124
	)	18-72079
Petitioner in Contempt,	)	18-72121
)	
v.)	
)	
STATION GVR ACQUISITION, LLC d/b/a)	
GREEN VALLEY RANCH RESORT SPA)	
CASINO)	
)	
Respondent in Contempt.)	

NATIONAL LABOR RELATIONS)	
BOARD,	)	Nos. 19-70092
	)	19-70244
Petitioner in Contempt,	)	19-70279
)	
v.)	
)	
NP SUNSET, LLC d/b/a SUNSET STATION)	
HOTEL & CASINO)	
)	
Respondent in Contempt.)	

STIPULATION FOR ENTRY OF CONSENT ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Subject to the approval of the United States Court of Appeals for the Ninth Circuit, the National Labor Relations Board (“the Board”) and Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino (“Green Valley Ranch”) and NP Sunset, LLC d/b/a Sunset Station Hotel & Casino (“Sunset”) (jointly referred to as “Respondents”) hereby stipulate and agree as follows:

1. Station Casinos, LLC, owns and operates casinos and their related retail establishments in the area of Las Vegas, Nevada, including the five casinos described in the Board’s March 4, 2021 *Petition for Adjudication in Civil Contempt and for Other Civil Relief*. (18-71124, ECF No. 105; 19-70092, ECF No. 85).

2. On February 7, 2020, the United States Court of Appeals for the Ninth Circuit entered a judgment in Case No. 18-71124 (ECF No. 86) enforcing a Decision and Order of the Board entered on April 12, 2018 (18-71124, ECF No. 1-3). The Board’s Order, as enforced by the Court, directs Green Valley Ranch, its officers, agents, successors and assigns, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL–

CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

3. On February 7, 2020, the United States Court of Appeals for the Ninth Circuit entered a judgment in Case No. 19-70092 (ECF No. 63) enforcing a Decision and Order of the Board entered on January 2, 2019 (19-70092, ECF No. 1-4). The Board's Order, as enforced by the Court, directs Sunset Station, its officers, agents, successors and assigns, in pertinent part, to:

1. Cease and desist from:

(a) Failing and refusing to recognize and bargain with the International Union of Operating Engineers Local 501, AFL-CIO (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its

functions as the collective-bargaining representative of the Respondent's unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the [above] appropriate unit on terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement[.]

4. The two judgments described above (“the Judgments”) have been in full force and effect since their entry and at all material times Respondents have had notice and actual knowledge of the terms of the judgment binding them.

5. On March 4, 2021, the Board filed identical *Petitions for Adjudication in Civil Contempt and for Other Civil Relief* in the two cases captioned above.

6. On April 27, 2021, this Court referred the two cases to the Court's mediation program and stayed all other proceedings pending further order. (18-71124, ECF No. 113).

7. The Board and Station Casinos agree that the allegations in the two Contempt Petitions will be completely resolved and disposed of by entry of the attached proposed Consent Order.

8. This Stipulation and Proposed Consent Order contain the entire agreement between the parties, and there is no other agreement of any kind, verbal or otherwise, with respect to the subjects of this Stipulation and the proposed Consent Order. It is expressly understood that this Stipulation and Consent Order resolves only the issues set forth in the contempt petition, does not constitute an admission of liability regarding those issues, and does not constitute a settlement of any other matters. This Stipulation does not preclude persons from filing charges with the Board, the General Counsel of the Board from prosecuting complaints, or the Board from hearing and resolving any matter timely and properly presented under the Act in other cases and matters regardless of whether such matters are known to the Board's General Counsel or are readily discoverable. The General Counsel reserves the right to use evidence obtained in its investigation of this case for any relevant and material purpose in the litigation of any other case, and a judge, the Board, and the courts may make findings of fact and/or

conclusions of law with respect to such evidence, provided Station Casinos has an opportunity to present evidence for consideration by a judge, the Board, and the courts which may also be the basis for findings of fact and/or conclusions of law.

9. The parties will jointly move the United States Courts of Appeals for the Ninth Circuit to enter the attached Consent Order.

Respectfully submitted,

STATION CASINOS

/s/ David E. Schreiner

DAVID E. SCHREINER
Partner
Fisher Phillips LLP
200 Public Square, Suite 4000
Cleveland, OH 44114
(440) 838-8800
dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

NATIONAL LABOR RELATIONS
BOARD

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN
Assistant General Counsel
Contempt, Compliance, and Special
Litigation Branch
1015 Half Street, S.E., 4th Floor
Washington, D.C. 20003
(202) 273-3746
Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

NATIONAL LABOR RELATIONS BOARD,)	
Petitioner in Contempt,	)	Nos. 18-71124
	)	18-72079
v.	)	18-72121
)	
STATION GVR ACQUISITION, LLC d/b/a GREEN VALLEY RANCH RESORT SPA CASINO)	
)	
Respondent in Contempt.)	

NATIONAL LABOR RELATIONS BOARD,)	
Petitioner in Contempt,	)	Nos. 19-70092
	)	19-70244
v.	)	19-70279
)	
NP SUNSET, LLC d/b/a SUNSET STATION HOTEL & CASINO)	
)	
Respondent in Contempt.)	

CONSENT ORDER

The National Labor Relations Board (“the Board”), Station GVR Acquisition, LLC, and NP Sunset, LLC (collectively referred to as

“Respondents”) having entered into a Stipulation for the entry of this Consent Order, it is hereby:

I. ORDERED that the Stipulation dated November 5, 2021 is approved and is hereby filed.

II. IT IS FURTHER ORDERED that Respondents, their officers, agents, successors and assigns, shall fully comply with the Consent Order, and the two underlying Judgments entered by this Court, and not in any way, by action or inaction, engage in, induce, encourage, permit, or condone any violation of said Order or Judgments based on any conduct occurring after the entry of this Consent Order. This Consent Order fully remedies the allegations in the above-captioned cases, including, but not limited to, all allegations covered by the attached Notice to Employees made part of this Agreement, and does not settle any other cases or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters not covered by this Consent Order that occurred before this Agreement was approved. The Board reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned cases for any

relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

III. IT IS FURTHER ORDERED that Respondents shall each, severally:

- (a) Continue to meet and bargain with the Union as the exclusive collective-bargaining representative of the employees described in the underlying Judgments of this Court concerning terms and conditions of employment, including, but not limited to, those relating to actions taken in response to the COVID-19 pandemic, and, if an understanding is reached, embody the understanding in a signed agreement. Such bargaining shall continue for not less than eight (8) months from March 9, 2021, the date on which Respondents agreed to combine bargaining to cover all of the five casinos which are referenced in subparagraph (b) below. If Respondents claim the existence of a bona fide impasse, Respondents must establish the existence of such impasse to the satisfaction of this Court in accordance with established provisions of federal labor law.

(b) On request, meet and bargain in good faith with the Union at reasonable times and places regarding terms and conditions of employment, including, but not limited to, those relating to actions taken in response to the COVID-19 pandemic. Bargaining sessions shall encompass all five casinos (the two covered by this Consent Order and its underlying Judgments and the three others that are subject to litigation in the D.C. Circuit) and shall occur no less than 16 hours per week, unless the Union agrees to meet less frequently, refuses to meet, cancels sessions, or fails to respond to scheduling requests. The Union's refusal to meet for a session, cancellation of a session or failure to respond to a scheduling request within 48 hours shall discharge the Respondents' duty to meet for the period of time covered by the scheduling request or for sixteen (16) hours, whichever is less.

- (c) Meet and bargain with the Union to agreement or impasse regarding accommodations necessary to preserve confidentiality of any employee information requested by the Union which is relevant within the meaning of § 8(a)(5) of the NLRA, as amended.
- (d) Maintain the rescission of all infractions (i.e. occurrence points) and discipline assessed to employees pursuant to Respondent's unilaterally implemented attendance policy.
- (e) Notify employees in each applicable bargaining unit of their right to receive paid leave in order to receive COVID-19 vaccinations in accordance with the provisions of Nevada Senate Bill No. 209. Further, if there are any unvaccinated bargaining unit employees desiring to become vaccinated, upon such employee's request, Respondents will make arrangements for the employee to get vaccinated off-site on an expedited basis and will pay any such employee the maximum amount allowed under Nevada Senate Bill No. 209 even though less time was needed to get vaccinated.

- (f) Before implementing any further changes in wages, hours, or other terms and conditions of employment of bargaining unit employees relating to actions taken in response to the COVID-19 pandemic, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of the employees described in the underlying Judgments of this Court to agreement or bona fide impasse.
- (g) Place Paul E. Horito on a preferential hiring list for the position of Utility Tech at Green Valley Ranch. Should a Utility Tech position at Green Valley Ranch become vacant before November 1, 2022, Green Valley Ranch shall provide a timely offer of employment to fill that position to Horito based on his inclusion on the preferential hiring list, and, if he accepts, hire him provided that acceptance is given within 48 hours of actual receipt of the offer for employment and that the other conditions for rehire as referenced below are met. Horito is not eligible for preferential rehire to the position of Slot Tech. The date that Horito reports for work may be determined by mutual agreement between him and Green Valley Ranch, but Green

Valley Ranch may not require him to report for duty in a time period less than 14 calendar days from the date of the offer of employment. Other conditions that Respondent requires for rehiring this individual will conform to its past practice of rehiring former employees following their termination of employment.

(h) Pay to the Union attorneys' fees, calculated at the prevailing market rate in the location where its attorneys perform work, incurred by the Union in the pursuit, processing, preparation, presentation and final disposition of this proceeding in the amount of five hours, with the total amount not to exceed \$3,325.00.

(i) Refrain from, in any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act, 29 U.S.C. § 157, with future like or related violations of the Act to be remediable as set forth below.

IV. IT IS FURTHER ORDERED that in order to verify and ensure compliance with the Court's Judgments and this Consent Order,

the Court provides that the Board may obtain discovery from any person upon any matter reasonably related to compliance with this Court's Judgments or this Consent Order; and that, should a dispute arise between the parties respecting such discovery, upon the motion of either party the Court shall appoint a special master, with such duties and powers as the Court shall specify, to supervise the discovery; and that failure to engage in discovery in the manner required by the Federal Rules of Civil Procedure may be treated as contempt of this Court.

V. IT IS FURTHER ORDERED that within fourteen (14) days after the entry of this Consent Order, each Respondent shall post, in conspicuous places where notices to employees in the bargaining units represented by the Union are customarily posted for a period of sixty (60) consecutive days, copies of this Consent Order and a Board Notice (“the Notice”).

- (a) The Notices shall be signed by an appropriate representative on behalf of the respective Respondent and shall be maintained in clearly legible condition throughout the 60-day period. Each Respondent shall further ensure that the Notice and Consent

Order are not altered, defaced, or covered by any other material.

- (b) Each Respondent shall provide the Board's Region 28 with signed copies of the Notice and a certification of the dates and locations of the postings and shall give Board agents reasonable access to check the postings.
- (c) In addition to physical posting of paper Notices, the Notices shall be distributed by email to each employee in the bargaining unit represented by the Union. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the Notice to all current employees and former employees employed by the Respondent in the bargaining unit represented by the Union at any time since February 27, 2020.

VI. IT IS FURTHER ORDERED that each Respondent shall file a sworn statement with the Clerk of this Court, and a copy thereof with the Director of the Board's Region 28 office, within thirty-five (35) days after the approval of this Consent Order and again upon termination of

the posting period, affirming that the actions referenced in III. and V. of this Consent Order have been taken.

VII. In order to assure against violations of this Consent Order, the Court **HEREBY IMPOSES** against each Respondent a prospective fine of up to \$25,000 for each and every future violation of this Consent Order and/or the Judgments, and a further fine of up to \$3,000 per day for each day the Court finds the violation(s) have continued, with the amount of such fines to be determined by the Court. The Court also imposes a prospective fine against any of Respondents' officers, agents, and representatives who, in active concert and participation with Respondents and with notice and knowledge of the Consent Order and/or the Judgments, violates this Consent Order and/or the Judgments, of up to \$750 for each and every future violation of this Consent Order and a further prospective fine of up to \$100 per day for each day the Court finds the violation(s) have continued, with the amount of such fines to be determined by the Court. Fines may be imposed by the Board instituting a new civil contempt proceeding in this Court, in which the Board shall be required to establish its allegations by clear and convincing evidence.

VIII. IT IS FURTHER ORDERED that upon the failure of any Respondent to comply with this Court's Judgments and this Consent Order, the Court may take such other and further actions and grant such other relief as may be just, reasonable, and proper to assure compliance with this Court's Judgments and this Consent Order. This Consent Order shall not preclude the Board from requesting such other remedies as it deems appropriate to remedy contumacious conduct in violation of this Court's Judgments and this Consent Order.

Approved as to form:

STATION CASINOS

/s/ David E. Schreiner

DAVID E. SCHREINER

Partner

Fisher Phillips LLP

200 Public Square, Suite 4000

Cleveland, OH 44114

(440) 838-8800

dschreiner@fisherphillips.com

Dated this 5th day of November,
2021 in Cleveland, OH

NATIONAL LABOR RELATIONS
BOARD

/s/ Dawn L. Goldstein

DAWN L. GOLDSTEIN

Assistant General Counsel

Contempt, Compliance, and Special
Litigation Branch

1015 Half Street, S.E., 4th Floor

Washington, D.C. 20003

(202) 273-3746

Dawn.Goldstein@nlrb.gov

Dated this 5th day of November,
2021 in Washington, D.C.

IT IS SO ORDERED:

Date: _____
_____ Circuit Judge

Date: _____
_____ Circuit Judge

Date: _____
_____ Circuit Judge

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 6 and a half
years.

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

Thank you.

Good morning.

My name is Isabel Saldania. I have worked as a cook at Boulder Station for 23 years.

I am a single mother. I work hard at my job to support my three children. But the company keeps pushing us to work harder and harder.

Since the pandemic, we have been understaffed in the kitchen. I feel like I am doing the work of multiple people.

I want to stay in my job. I don't want my job to get harder.

We are fighting for a union at Station Casinos to be respected as workers. We want the company to listen to us.

Thank you.