

MAR 31 2022

NEVADA GAMING COMMISSION  
CARSON CITY, NEVADA

1 Case No. NGC 21-04

2 STATE OF NEVADA

3 BEFORE THE NEVADA GAMING COMMISSION

4 NEVADA GAMING CONTROL BOARD,

5 Complainant,

6 vs.

7 STATION CASINOS, LLC,  
8 NP RED ROCK LLC dba  
9 RED ROCK CASINO RESORT SPA,

10 Respondents.

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13 **STADIUM TECHNOLOGY GROUP,  
14 LLC'S MOTION FOR PROTECTIVE  
15 ORDER CONCERNING  
16 RESPONDENTS' SUBPOENA DUCES  
17 TECUM AND DEPOSITION SUBPOENA**

18 Non-party Stadium Technology Group, LLC ("Stadium Technology"), by and through its  
19 counsel of record, the law firm of Dickinson Wright PLLC, hereby files this Motion for Protective  
20 Order Concerning Respondents' Subpoena Duces Tecum and Deposition Subpoena (the  
21 "Motion").

22 This Motion is made and based upon the pleadings, papers and records on file, the  
23 following Memorandum of Points and Authorities, the declaration of Austin Carver attached  
24 hereto as Exhibit 1 and the exhibits attached thereto, and any argument of counsel that the  
25 Commission may permit on this matter.

26 DATED this 30<sup>th</sup> day of March, 2022.

27 **DICKINSON WRIGHT PLLC**

28 /s/: Gregory R. Gemignani

Bar No. 7346

*Attorneys for Non-Party Stadium Technology  
Group, LLC*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Two days ago, non-party Stadium Technology learned that Respondents Station Casinos,  
4 LLC (“Station”) and NP Red Rock LLC dba Red Rock Casino Resort Spa (“Red Rock”) obtained  
5 two subpoenas directed to Stadium Technology earlier this month (the “Subpoenas”).  
6 Respondents’ Subpoena Duces Tecum sets a deadline for the production of documents of today,  
7 March 30, and its Deposition Subpoena sets a corporate deposition for a week from today, April  
8 6.

9 Although the Commission apparently issued the Subpoenas on March 17, Respondents  
10 never delivered either Subpoena to Stadium Technology’s businesspeople or lawyers. Stadium  
11 Technology first learned of the Subpoenas earlier this week when counsel for the Complainant  
12 happened to mention next week’s deposition to undersigned counsel. Respondents never so much  
13 as provided a courtesy copy of the Subpoenas to Stadium Technology’s attorneys, including  
14 undersigned counsel. Respondents are one of Stadium Technology’s business partners.  
15 Respondents and their counsel know who Stadium Technology’s inside and outside counsel are  
16 through previous interactions. As such, there is no basis for not, at the very least, notifying  
17 Stadium Technology’s businesspeople and counsel about the issuance of these Subpoenas.<sup>1</sup> The  
18 Subpoenas thus fail to comply with the bare minimum requirement of proper service.

19 Irrespective of the lack of proper service, the Subpoenas should also be quashed due to  
20 their severe overbreadth. Framed by the pleadings, this case concerns a fixed number of incidents  
21 in which Respondents accepted money and wrote tickets for sports wagers after the outcome of  
22 events had already been determined. Stadium Technology supplies Respondents with the software  
23 used to accept the wagers, called Stadium Live. Rather than seek information limited to the  
24 operation of Stadium Live during these discrete incidents, the Subpoenas purport to inquire into  
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26 <sup>1</sup> As undersigned counsel was finalizing this Motion, Stadium Technology learned that  
27 Respondents had delivered the Subpoena at some point, in some manner, to Stadium Technology’s  
28 registered agent, CT Corporation. However, Stadium Technology’s in-house counsel did not  
actually receive the copies of the Subpoenas that were delivered to CT Corporation until just hours  
ago, as further detailed below.

1 every piece of Stadium Technology’s software and hardware, every one of Stadium Technology’s  
2 clients, and every one of Stadium Technology’s experiences with “past post” wagers inside and  
3 *outside* Nevada. This information is not only irrelevant to the parties’ claims and defenses, but is  
4 confidential business information that is likely voluminous and thus burdensome to locate and  
5 prepare a corporate witness to discuss.

6 In light of these and other flaws, the Subpoenas should both be quashed.

## 7 II. RELEVANT BACKGROUND

8 The Nevada Gaming Control Board (the “Board”) initiated this case against Respondents  
9 on September 13, 2021. *See* Compl. Respondent Red Rock is the gaming licensee that exposes  
10 the mobile sports wagering application for play at sports books owned by Respondent Station.  
11 Compl. ¶ 18. Red Rock uses the Stadium Live program to operate the mobile sports wagering  
12 application. *Id.* Stadium Technology is the developer and owner of the Stadium Live program, a  
13 version of which it licenses to Respondents. Decl. of Austin Carver, March 30, 2022, at ¶ 3  
14 (attached hereto as Exhibit 1) (“Carver Decl.”).

15 The Board’s Complaint alleges violations of Nevada Revised Statutes and Nevada Gaming  
16 Commission Regulations based on alleged malfunctions of Respondents’ sports wagering system  
17 that caused Respondents to write ostensible wagers on events whose outcomes had already been  
18 determined (so-called “past post wagers”). The Complaint specifically alleges five such incidents  
19 occurring in June 2018, January 2019, March 2019, March 2021, and May 2021. *See* Compl. ¶¶  
20 19, 20, 21, 26, 36. The Complaint alleges that the malfunctions were caused by insufficient  
21 memory in Respondents’ servers, not the Stadium Live software itself. *See, e.g.,* Compl. ¶¶ 19,  
22 20, 21, 30, 31. Stadium Technology is not a party to the case.

23 On March 28, Stadium Technology’s undersigned counsel spoke with counsel for  
24 Complainant, who asked whether he would be attending the upcoming deposition of Stadium  
25 Technology. This was the first undersigned counsel had heard about any subpoena issued to  
26 Stadium Technology in this case. Complainants’ counsel thereafter provided undersigned counsel  
27 with copies of Respondents’ Subpoena Duces Tecum and Deposition Subpoena, attached hereto  
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1 as Exhibits 2 and 3. Both were issued by the Commission's Executive Secretary on March 17.  
2 See Exs. 2 & 3. The Subpoena Duces Tecum purports to seek thirteen categories of documents by  
3 March 30, 2022. Ex. 2. The Deposition Subpoena purports to set a corporate deposition of  
4 Stadium Technology concerning ten topics on April 6, 2022. Ex. 3.

5 As of this morning, when Stadium Technology's Head of Technical Account Management  
6 executed his supporting declaration, Stadium Technology had no record of having received the  
7 Subpoenas from Respondents, and no record of having received the Subpoenas at all prior to March  
8 28. Carver Decl. ¶ 5. Undersigned counsel has no record of having received the Subpoenas prior  
9 to March 28, nor does Stadium Technology's other outside counsel, Arnold & Porter Kaye Scholer,  
10 LLP, who has previously interacted with Respondents' counsel in connection with the parties'  
11 contractual relationship.

12 Based on information learned just hours before filing this Motion (after Mr. Carver  
13 executed his supporting declaration), Respondents apparently sent the Subpoenas to Stadium  
14 Technology's registered agent, CT Corporation, possibly some time last week. On March 22, CT  
15 Corporation then mailed the Subpoena to a law firm that performs non-litigation work for Stadium  
16 Technology's parent corporation. As a result of this, Stadium Technology's in-house counsel did  
17 not receive a copy of the Subpoenas until approximately noon PST today. Undersigned counsel  
18 learned of this and received the copies of the Subpoenas that were delivered to CT Corporation  
19 less than three hours ago.

### 20 III. LEGAL ARGUMENT

21 For three separate reasons, the Subpoenas should be quashed under Regulation 7.120.  
22 *First*, the Subpoenas were not properly served on Stadium Technology's businesspeople or  
23 attorneys, and its last-minute awareness of the subpoenas is no substitute for proper, timely service.  
24 *Second*, the Subpoena Duces Tecum attempts to require production of documents prior to the  
25 hearing, which is not a proper purpose under Nevada Gaming Commission Regulation 7.110(2).  
26 *Third*, the Subpoenas are overbroad and unduly burdensome in that they predominantly relate to  
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1 Stadium Technology's other clients and their technology, not the discrete incidents concerning  
2 Respondents that are alleged in the Complaint.

3 **A. Legal Standard**

4 Nevada Gaming Commission Regulation 7.120 ("Protective orders") provides that,  
5 "[u]pon motion by . . . a person to whom a subpoena is directed, . . . the Commission may make  
6 any order which justice requires to protect a party or person from annoyance, embarrassment,  
7 oppression, or undue burden or expense." Reg. 7.120. This includes an order "[t]hat a subpoena  
8 be quashed," "[t]hat the discovery not be had," "[t]hat certain matters not be inquired into or  
9 produced," and "[t]hat a trade secret or other confidential research, development, or commercial  
10 information not be disclosed." *Id.*

11 **B. The Subpoenas Are Invalid for Lack of Service**

12 The subpoenas should be quashed under Regulation 7.120(1) because Respondents failed  
13 to properly serve them on Stadium Technology. A court may quash a subpoena for lack of proper  
14 service, which in the case of a subpoena requires (1) personal service and (2) provision of the  
15 statutory witness fee. *See, e.g., Bailey v. Leonhardt*, 481 F. App'x 381, 382 (9th Cir. 2012)  
16 (holding that District of Nevada did not abuse its discretion in quashing plaintiff's subpoenas  
17 where plaintiff "failed to comply with personal service and witness fee requirements").

18 Here, Respondents failed to properly serve the Subpoenas on Stadium Technology. As of  
19 this morning, Stadium Technology, its undersigned counsel, and other outside firm, Arnold &  
20 Porter, had not received the Subpoenas from Respondents. *See* Carver Decl. ¶ 5. Respondents did  
21 not even send a courtesy copy to Stadium Technology's inside or outside counsel, whom they  
22 knew from previous interactions were familiar with this matter. Stadium Technologies first  
23 learned of the Subpoenas by chance on March 28, just in time to file the present Motion. Although  
24 undersigned counsel learned approximately three hours ago that Respondents attempted to serve  
25 the subpoenas by delivering them to CT Corporation, this does not make a difference, as there is  
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1 no indication that Respondents delivered them in-person and provided the necessary witness fee  
2 under N.R.S. 463.3125 and NRS 50.225. *See, e.g., Bailey*, 481 F. App'x at 382.<sup>2</sup>

3 Moreover, Stadium Technology's late receipt of the Subpoenas is no substitute for proper,  
4 timely service. With respect to the Document Subpoena, Stadium Technology first received a  
5 copy of the subpoena just two days before the March 30 deadline. Attempting to comply with the  
6 subpoena on such short notice would be not only oppressive and unduly burdensome, but  
7 practically impossible given the subpoena's overbreadth. Reg. 7.120; *see* Section III.C. *infra*.  
8 Likewise, preparing a corporate witness to testify as to the many topics in the Deposition Subpoena  
9 next week would be oppressive and unduly burdensome. Reg. 7.120; *see also* Reg. 7.100(7) ("a  
10 deposition shall take place on no less than 15 calendar days notice."). Reg. 7.100(7). Even if the  
11 Subpoenas were to be properly narrowed as discussed below, Stadium Technology would  
12 reasonably need at least four weeks to collect and produce the requested documents followed by  
13 an additional two weeks to prepare a corporate witness to testify.

14 Due to the highly prejudicial lack of proper, timely service, both Subpoenas should be  
15 quashed.

16 **C. The Pre-Hearing Subpoena Duces Tecum Is Not Permitted Under Regulation 7**

17 The Subpoena Duces Tecum should also be quashed because it does not comply with the  
18 Commission's regulations. Regulation 7.110, which governs the issuance of subpoenas in  
19 disciplinary proceedings, provides that "[s]ubpoenas may be issued only for the following  
20 purposes: (a) To compel a nonparty witness to appear and give oral testimony at a deposition as  
21 provided by section 7.100; and (b) To compel any person to appear at the hearing on the merits of  
22 the case, to give oral testimony alone, or to produce documents or other tangible things." Reg.  
23 7.110(2). This provision clearly sets out the two purposes for a subpoena, neither of which  
24 includes compelling the production of documents prior to the hearing.

25  
26 <sup>2</sup> Stadium Technology has been unable to locate guidance from the Commission's regulations or  
27 orders on what constitutes proper service of a Commission subpoena. Notably, however, the  
28 Stipulated Discovery Plan and Scheduling Order in this case requires e-mail service. Respondents  
have the e-mail addresses of numerous Stadium Technology businesspeople and attorneys, yet  
never e-mailed the Subpoenas to any of them.

1 In violation of Regulation 7.110(2), the Subpoena Duces Tecum purports to require  
2 Stadium Technology to produce numerous categories of documents before the hearing, on March  
3 30. To the best of Stadium Technology’s knowledge, the Commission has not yet set a hearing  
4 date. For this additional reason, the Subpoena Duces Tecum should be quashed with prejudice.

5 **D. The Subpoenas Are Overbroad and Seek Irrelevant Information**

6 The Subpoenas are not only procedurally defective, but also substantively defective in that  
7 they are not reasonably tailored to the matters at issue in this case. *See* Reg. 7.120; *see also, e.g.,*  
8 *Ronnie Edwards v. Las Vegas Metro. Police Dep’t*, No. 2:13-cv-01316-JAD-CWH, 2014 WL  
9 7012436, at \*3 (D. Nev. Dec. 12, 2014) (“Non-parties are ‘entitled to have the benefit of [the]  
10 Court’s vigilance’ in ensuring the non-party does not suffer excessive or unusual expenses in  
11 complying with a subpoena duces tecum.”).

12 The Complaint relates to a handful of incidents in which Respondents are alleged to have  
13 accepted past post wagers through Stadium Live due to malfunctions caused by their servers’ lack  
14 of memory. *See, e.g.,* Compl. ¶¶ 19 (June 2018 incident), 20 (June 2019 incident), 21 (March 2019  
15 incident). Stadium Technology is not a respondent in the case, and the Complaint’s careful  
16 references to “server failures” (as opposed to errors in the Stadium Live application) confirm this  
17 was not an oversight.

18 Despite the Complaint’s narrow focus on Respondents’ alleged failures in select instances,  
19 the Subpoenas broadly target the entirety of Stadium Technology’s business, including other  
20 technology, other clients, and other jurisdictions. This flaw begins, in large part, with the  
21 Subpoenas’ definitions. For example, the Subpoenas define “Technology” to mean “*all software*  
22 *and hardware* that is or was developed, maintained, integrated, sold, and/or licensed by [Stadium  
23 Technology].” *See* Ex. 2 at 5, ¶ 13. The only “technology” that could possibly be at issue in the  
24 case, however, would be the version of Stadium Live that Stadium Technology licenses to  
25 Respondents. Thus, the Subpoena’s many document requests and deposition topics referring to  
26 “Technology” necessarily reach beyond the Complaint’s allegations and into confidential business  
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1 information that is not relevant to the case in any respect. *See, e.g.*, Ex. 2, Document Request Nos.  
2 1–4, 11, 12; Ex. 3, Deposition Topic Nos. 7–10.

3 Similarly, the Subpoenas define “Past Post Wagers” as “Any and All wagers upon events  
4 whose outcomes have already been determined.” *See* Ex. 2 at 5, ¶ 12 (emphasis added).  
5 Respondents specify that “[t]he term *is not limited to* the Past Post Wagers described in Paragraphs  
6 5-9 of these definitions.” *Id.* Once again, the intentional result of this is to expand numerous of  
7 the Subpoenas’ document requests and deposition topics to include confidential information  
8 unrelated to the parties’ claims and defenses. *See, e.g.*, Ex. 2, Document Request Nos. 1–5, 11–  
9 13; Ex. 3, Deposition Topic Nos. 5–10.

10 Because of these definitions and other choices by Respondents, the Subpoenas are  
11 extremely overbroad and unduly burdensome. For instance, the Subpoenas specifically seek  
12 information concerning Stadium Technology’s “communication with any regulators governing a  
13 jurisdiction *outside the state of Nevada* regarding Your Technology.” Ex. 2 at 6, ¶ 3 (emphasis  
14 added); Ex. 3 at 3, ¶ 8. As a another example, Respondents seek to question a corporate witness  
15 about “Stadium’s communications regarding Past Post Wagers *with anyone.*” Ex. 3 at 3, ¶ 5  
16 (emphasis added). These are mere examples; indeed, the majority of the Subpoenas’ document  
17 requests and deposition topics are completely untethered from the specific violations alleged in the  
18 Complaint. This is unacceptable in any discovery context, but particularly here, given that Stadium  
19 Technology is a non-party. *See Ronnie Edwards*, 2014 WL 7012436, at \*3. Because the  
20 Subpoenas go so far afield into a third party’s irrelevant and confidential business information,  
21 they should be quashed under Regulation 7.120(1) or strictly limited under Regulation 7.120(2),  
22 (3), and (5).

#### 23 IV. CONCLUSION

24 Based on the foregoing, Stadium Technology respectfully requests that the Commission  
25 grant Stadium’s Motion for a Protective Order and enter an order quashing Respondents’ Subpoena  
26 *Duces Tecum* and Deposition Subpoena to Stadium Technology. In the alternative, at a minimum,  
27 the Commission should extend the dates of compliance to April 27 (for document production) and  
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1 May 11 (for a deposition) and limit the subpoenas to Document Request Nos. 6–8 and 10 and  
2 Deposition Topic Nos. 1–4.

3 In either event, Stadium Technology reserves its right to assert additional or different  
4 objections given the highly abbreviated period in which it was able to analyze the Subpoena and  
5 formulate a response.

6  
7 DATED this 30<sup>th</sup> day of March, 2022.

8 **DICKINSON WRIGHT PLLC**

9  
10 /s/: Gregory R. Gemignani

11 3883 Howard Hughes Parkway  
12 Suite 800  
13 Las Vegas, NV 89169  
14 Phone: 702-550-4468  
15 Email: GGemignani@dickinsonwright.com

16 *Attorneys for Non-Party Stadium Technology*  
17 *Group, LLC*

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1 **CERTIFICATE OF SERVICE**

2 The undersigned, an employee of **DICKINSON WRIGHT PLLC**, hereby certifies that  
3 on the 30th day of March, 2022, I caused a copy of the foregoing **STADIUM TECHNOLOGY**  
4 **GROUP LLC’S MOTION FOR PROTECTIVE ORDER CONCERNING**  
5 **RESPONDENTS’ SUBPOENA DUCES TECUM AND DEPOSITION SUBPOENA** to be  
6 transmitted by electronic service in accordance with the Stipulated Discovery Plan and Scheduling  
7 Order, to all interested parties:

- 8 The Executive Secretary, [mbell@gcb.nv.gov](mailto:mbell@gcb.nv.gov)
- 9 Counsel for Complainant, [jmichela@ag.nv.gov](mailto:jmichela@ag.nv.gov)
- 10 Counsel for Respondents, [mrubinstein@rrblf.com](mailto:mrubinstein@rrblf.com)
- 11 Counsel for the Commission, [tbrenig@ag.nv.gov](mailto:tbrenig@ag.nv.gov)

12  
13 */s/ Gregory R. Gemignani*  
14 An Employee of Dickinson Wright PLLC

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# **Exhibit 1**

## **Declaration of Austin Carver**

1 Case No. NGC 21-04

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**STATE OF NEVADA**  
**BEFORE THE NEVADA GAMING COMMISSION**

NEVADA GAMING CONTROL BOARD,

Complainant,

vs.

STATION CASINOS, LLC,  
NP RED ROCK LLC dba  
RED ROCK CASINO RESORT SPA,

Respondents.

**DECLARATION OF AUSTIN CARVER  
IN SUPPORT OF STADIUM  
TECHNOLOGY GROUP, LLC'S  
MOTION FOR PROTECTIVE ORDER  
CONCERNING RESPONDENTS'  
SUBPOENA DUCES TECUM AND  
DEPOSITION SUBPOENA**

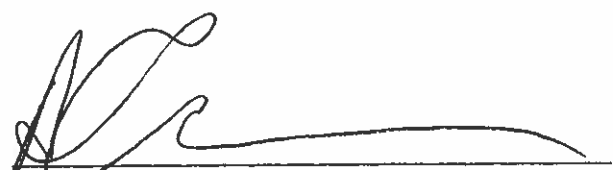
I, Austin Carver, do hereby state and declare as follows:

1. I am the Head of Technical Account Management at Stadium Technology Group, LLC (“Stadium Technology”). I have personal knowledge of all facts addressed herein.
2. I make this declaration in support of Stadium Technology’s Motion for Protective Order Concerning Respondents’ Subpoena Duces Tecum and Deposition Subpoena.
3. Stadium Technology is the developer and owner of the Stadium Live program, a version of which it licenses to Respondents Station Casinos, LLC, and NP Red Rock LLC dba Red Rock Casino Resort Spa.
4. Stadium Technology’s outside law firm provided Stadium Technology with copies of Respondents’ Subpoena Duces Tecum and Deposition Subpoena (the “Subpoenas”) on March 28, 2022.
5. Stadium Technology has no record of having received the Subpoenas from Respondents at any point, and has no record of having received the Subpoenas at all prior to March 28, 2022.

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I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
is true and accurate.

DATED this 30th day of March 2022.



Austin Carver

US 171679673

## **Exhibit 2**

**Respondents' Subpoena Duces  
Tecum to Stadium Technology**

1 Case No. NGC 21-04

2  
3 **STATE OF NEVADA**  
4 **BEFORE THE NEVADA GAMING COMMISSION**

5  
6 **NEVADA GAMING CONTROL BOARD**

7 **Complainant,**

8 vs.

**SUBPOENA DUCES TECUM**

9 **STATION CASINOS, LLC;**  
10 **NP RED ROCK LLC dba**  
11 **RED ROCK CASINO RESORT SPA;**  
12 **Respondents.**

13 **THE STATE OF NEVADA sends greetings to:**

14 **STADIUM TECHNOLOGY GROUP, LLC**

15 **YOU ARE HEREBY COMMANDED, that all and singular business and excuses**  
16 **being set aside, pursuant to Nevada Revised Statute (NRS) 463.3125, to produce at the**  
17 **date, time and place set forth below the following documents or other tangible things:**  
18 **the documents identified in Exhibit A, and the Affidavit of Custodian of Records, attached as**

19 **Exhibit B on the 30th day of March, 2022, at 10:00**

20 **o'clock a m., at Reid Rubinstein Bogatz, 300 S. Fourth Street, Suite 830, Las Vegas, NV**  
21 **89101.**

22 **AND FOR FAILURE to comply with this Subpoena without just cause, you will be**  
23 **deemed guilty of contempt of Court pursuant to NRS 463.314.**

24 **DATED this 17th day of March, 2022.**

25 **NEVADA GAMING COMMISSION**

26 **By: Marie Bell**  
27 **MARIE BELL, Executive Secretary**

1 Issued at the request of:

2 **Reid Rubinstein & Bogatz**

3 **Brad Lipman, Esq.**

4 **Attorney for Station Casinos LLC; and**

**NP Red Rock LLC dba**

**Red Rock Casino Resort Spa**



**Brad Lipman, Esq.**

5 **NOTE: Issuance of this subpoena is the result of a request by a party pursuant to NRS**  
6 **463.3125 and Nevada Gaming Commission Regulation 7.110. You are advised that you may**  
7 **oppose this subpoena by filing a motion to quash or motion for protective order with the**  
8 **Nevada Gaming Commission, as provided by Nevada Gaming Commission Regulation 7.**

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**EXHIBIT A**

**DEFINITIONS**

1. "All," as used herein means "any and all" and "Any" means "any and all."

2. "Communication," as used herein, shall mean any exchange, transmission, or receipt (whether as listener, addressee, person called or otherwise) of information, both internally and externally with any party, whether such exchange, transmission or receipt be oral, written, electronic or otherwise and includes, without limitation, any meeting, conversation, telephone call, letter, email, telegram and the exchange, transmission, or receipt of any Document or Writing of any kind whatsoever.

3. "Concerning," as used herein, shall mean relating to, referring to, relying on, describing, memorializing, evidencing, reflecting, touching upon, involving, or constituting in any way. When used to refer to a Document and/or Writing, it includes, but is not limited to, all Documents and/or Writings now or previously attached or appended to any Documents and/or Writings called for.

4. "Document" and/or "Writing," as used herein, or their plural or any synonym thereof, shall mean and include any tangible medium of expression of every kind or description however produced or reproduced whether in the form of a draft, in final, original master or copy (whether still active, archived or transparent) and any copies or reproductions that are not identical to the original, signed or unsigned, and regardless of whether approved, sent, received, redrafted or executed, including but not limited to printed, typewritten, handwritten, electronic, or otherwise recorded matter of whatever character, that is or has been in the possession, control or custody of You, Your attorney and/or all other Person acting in Your behalf or on behalf of any of the aforementioned persons, including, but not limited to, letters, e-mail (internal and external), communications, correspondence, memoranda, confirmations, facsimile transmittal sheets, transmittal forms, telegrams, texts or text messages, chats, notes, summaries, minutes, contracts, subcontracts, purchase orders, leases, amendments, change orders, proposals, requests for proposal, bids, marketing Documents, reports, studies, drawings, charts, diagrams, sketches,

1 estimates, specifications, addenda, schedules, directives, records of telephone conversations,  
2 staffing projections, records of meetings and conferences, including lists of persons attending  
3 meetings or conferences, summaries and records of personal conversations or interviews, exhibits,  
4 transcripts, books, manuals, publications, diaries, logs, daily reports, status reports, minutes of  
5 meetings, records, forecasts, journals, entries in journals, charts, financial records and/or  
6 summaries of financial records, work papers, bills, ledgers, financial statements, audit reports,  
7 financial data, status sheets, contract status reports, appraisals, studies, tax returns, certificate of  
8 insurance, agreements of suretyship and/or indemnification, insurance policies, calendars, desk  
9 calendars, mylars, osalids, summaries of investigations and/or surveys, statistical compilations,  
10 audio or visual recordings, photographs, cpm schedules, spreadsheets, computer or magnetic  
11 records, computer memory (including that of any "transparent" information, information deleted  
12 from the personal computer or file but not from the system), hard drives, floppy discs, optical  
13 discs, CD-ROM discs, Bernoulli discs and their equivalents, magnetic tape, disaster recovery back-  
14 up, compact disks, computer generated reports or summaries, drafts of original or preliminary  
15 notes on and marginal comments appearing on any Documents, other reports and records, any  
16 other paper or physical thing containing Writing, photographic, imaged, or electronically recorded  
17 data, every copy of such Writing or records where the original is not in the possession, custody or  
18 control of the aforementioned Persons, and every copy of every such Writing or record where such  
19 copy contains any commentary or notation whatsoever that does not appear on the original.

20 5. "Incidents," as used herein, shall mean the January 2019 Incident, January 2022  
21 Incident, June 2018 Incident, and March 2019 Incident collectively.

22 6. "January 2019 Incident," as used herein, shall mean the alleged incident occurring  
23 on January 9, 2019, wherein Stations Casinos LLC ("Stations")'s mobile sports wagering  
24 application, with servers located at RRR, accepted money and wrote tickets for approximately 116  
25 ostensible sports wagers on events after the outcomes had been determined or after the time at  
26 which the events should have been closed.

1           7.       “January 2022 Incident,” as used herein, shall mean the alleged incident occurring  
2 on January 10, 2022, wherein Stations’ mobile sports wagering application accepted money and  
3 wrote tickets for approximately 140 ostensible sports wagers on events after the outcomes had  
4 been determined or after the time at which the events should have been closed.

5           8.       “June 2018 Incident,” as used herein, shall mean the alleged incident occurring on  
6 June 1, 2018, wherein NP Red Rock LLC dba Red Rock Casino Resort Spa (“RRR”) accepted  
7 money and wrote tickets for approximately thirty-five (35) ostensible sports wagers on five (5)  
8 events after the outcome of the events had already been determined.

9           9.       “March 2019 Incident,” as used herein, shall mean the alleged incident occurring  
10 on March 7, 2019, wherein RRR accepted money and wrote tickets for approximately thirty (30)  
11 ostensible sports wagers on at least three (3) events after the outcome of the events had already  
12 been determined.

13           10.       “NGCB” means the Nevada Gaming Control Board and includes all of its  
14 personnel.

15           11.       “Parties,” as used herein, shall refer to Any and All Plaintiff(s), Defendants,  
16 Counterclaimants, Counterdefendants, Third-Party Plaintiffs, and Third-Party Defendants listed  
17 above in the caption of this instant Subpoena.

18           12.       “Past Post Wagers,” as used herein, shall refer to Any and All wagers upon events  
19 whose outcomes had already been determined. The term is not limited to the Past Post Wagers  
20 described in Paragraphs 5-9 of these definitions.

21           13.       “Technology,” as used herein, shall refer to all software and hardware that is or was  
22 developed, maintained, integrated, sold, and/or licensed by You.

23           14.       “You” or “Your,” as used herein, shall refer to the entity to whom this Subpoena  
24 is addressed, and Your divisions, subsidiaries, affiliates, agents, employees, principals,  
25 representatives, attorneys, accountants, successors and predecessors in interest, and all other  
26 persons acting on Your behalf or under Your control.

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**DOCUMENTS TO PRODUCE**

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Please produce the following:

1. All Documents Concerning any third-party complaints, claims, allegations, demands, or any other dispute related to Your Technology that Concerns the acceptance or ability for the placement of Past Post Wagers.
2. All Documents Concerning any communication with the NGCB regarding Your Technology and its involvement in the acceptance and/or ability for the placement of Past Post Wagers.
3. All Documents Concerning any communication with any regulators governing a jurisdiction outside the State of Nevada regarding Your Technology and its involvement in the acceptance and/or ability for the placement of Past Post Wagers
4. All Documents Concerning internal communications between or among Stadium, its employees, contractors, and/or any other individual working on Stadium's behalf, Concerning Past Post Wagers.
5. All Documents Concerning communications between or among Stadium, its employees, contractors, and/or any other individual working on Stadium's behalf, and RRR, its employees, contractors, and/or any other individual working on its behalf Concerning Past Post Wagers.
6. All Documents Concerning the investigation, analysis, testing, or re-testing of the Technology related to the June 2018 Incident.
7. All Documents Concerning the investigation, analysis, testing, or re-testing of the Technology related to the January 2019 Incident.
8. All Documents Concerning the investigation, analysis, testing, or re-testing of the Technology related to the March 2019 Incident.
9. All Documents Concerning the investigation, analysis, testing, or re-testing of the Technology related to the January 2012 Incident.

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10. All Documents Concerning the investigation, analysis, testing, or re-testing of RRR's hardware, software, servers, virtual environment, or any other system, device, or program ancillary to the Technology related to the Incidents.

11. All Documents Concerning the troubleshooting of the Technology as it relates to the issue of the acceptance of Past Post Wagers.

12. All Documents Concerning any changes made to the Technology as they relate to the issue of the acceptance of Past Post Wagers.

13. All Documents Concerning any safeguards for the SL Feed Processing service related to Past Post Wagers.

**EXHIBIT B**

**AFFIDAVIT OF CUSTODIAN OF RECORDS**

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STATE OF NEVADA )  
 ) : ss  
COUNTY OF CLARK )

\_\_\_\_\_, who after being duly sworn deposes and says:

1. Deponent is the Custodian of Records for \_\_\_\_\_.

2. On the \_\_\_\_ day of \_\_\_\_\_, 2022, a Subpoena Duces Tecum, which is attached hereto, was served upon Deponent.

3. Deponent has examined the original records requested in the Subpoena, has made a true and exact copy thereof, and hereby attests to the fact that the reproduction of such materials attached hereto is true and complete.

4. That the original of those records was made at or near the time of the relevant event or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent.

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Custodian of Records

SUBSCRIBED and SWORN to before me  
this \_\_\_\_ day of March, 2022.

\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State

## **Exhibit 3**

# Respondents' Deposition Subpoena to Stadium Technology

1 Case No. NGC 21-04

2  
3 **STATE OF NEVADA**  
4 **BEFORE THE NEVADA GAMING COMMISSION**

5  
6 **NEVADA GAMING CONTROL BOARD**

7 **Complainant,**

8 vs.

**DEPOSITION SUBPOENA**

9 **STATION CASINOS, LLC;**  
10 **NP RED ROCK LLC dba**  
11 **RED ROCK CASINO RESORT SPA**  
**Respondents.**

12 **THE STATE OF NEVADA sends greetings to:**

13 **STADIUM TECHNOLOGY GROUP, LLC**

14 **YOU ARE HEREBY COMMANDED, that all and singular business and excuses**  
15 **being set aside, pursuant to Nevada Revised Statute (NRS) 463.3125, to appear and attend**  
16 **remotely for an audiovisual deposition before an officer authorized by law to administer oaths**  
17 **on the 6th day of April, 2022, at 9 o'clock a m., and then**  
18 **and there to testify at a deposition on the above-referenced case. You are required to bring**  
19 **with you at the time of appearance the following items: the information necessary to**  
20 **testify regarding the subjects identified in Exhibit A, attached hereto.**



1 AND FOR FAILURE to comply with this Subpoena without just cause, you will be  
2 deemed guilty of contempt of Court pursuant to NRS 463.314.

3 DATED this 17th day of March, 2022.

4 NEVADA GAMING COMMISSION

5 By: Marie Bell  
6 MARIE BELL, Executive Secretary

7  
8 Issued at the request of:

9 Reid Rubinstein & Bogatz  
10 Brad Lipman, Esq.  
11 Attorney for Station Casinos LLC; and  
NP Red Rock LLC dba  
12 Red Rock Casino Resort Spa

Brad Lipman, Esq.

13 NOTE: Issuance of this subpoena is the result of a request by a party pursuant to NRS  
14 463.3125 and Nevada Gaming Commission Regulation 7.110. You are advised that you may  
15 oppose this subpoena by filing a motion to quash or motion for protective order with the  
16 Nevada Gaming Commission, as provided by Nevada Gaming Commission Regulation 7.  
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**EXHIBIT A**

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All capitalized terms refer to the definitions contained in the Subpoena Duces Tecum served contemporaneously by Respondents.

1. The installation and performance of the Technology within Stations and/or RRR sportsbook operations.

2. How the Technology is intended to operate, at a technical level, on the version of the Technology that was operating within Stations and/or RRR between 2018 and 2022.

3. The division of responsibilities and/or obligations by and between Stadium, Stations, and RRR Concerning the operation, maintenance, and/or repair of the technology.

4. Stadium's knowledge Concerning the investigation, analysis, testing, or re-testing of the Technology related to the Incidents.

5. Stadium's knowledge Concerning the involvement of Stadium and/or the Technology in the acceptance and/or ability for the placement of Past Post Wagers.

6. Stadium's communications regarding Past Post Wagers with anyone.

7. Stadium's communications with any Nevada regulators regarding Stadium's and/or the Technology's involvement in the acceptance and/or ability for the placement of Past Post Wagers.

8. Stadium's communications with any regulators governing a jurisdiction outside the State of Nevada regarding Stadium's and/or the Technology's involvement in the acceptance and/or ability for the placement of Past Post Wagers.

9. Stadium's knowledge Concerning the testing of the Technology by any independent testing laboratory, including GLI and BMM, specifically including but not limited to issues concerning the closing of events to prevent the acceptance of Past Post Wagers.

10. Any and All safeguards placed in the Technology to prevent the acceptance of Past Post Wagers.