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23 Rincon Band of Luiseno Indians and Santa Ynez Band  
24 of Chumash Indians

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
26 COUNTY OF SACRAMENTO

27 RINCON BAND OF LUISENO MISSION  
28 INDIANS OF THE RINCON  
RESERVATION, CALIFORNIA, a federally  
recognized Indian tribe;  
SANTA YNEZ BAND OF CHUMASH  
MISSION INDIANS OF THE SANTA YNEZ  
RESERVATION, CALIFORNIA, a federally  
recognized Indian tribe,

Plaintiffs,

v.

PARKWEST BICYCLE CASINO, LLC  
(D/B/A PARKWEST BICYCLE CASINO); *et*  
*al.*,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento

04/23/2025

By: A. Gray Deputy

Lead Case No. 25CV000001 (Consolidated  
with Case No. 25CV007594)

**FIRST AMENDED COMPLAINT**

**TRIBAL NATIONS ACCESS TO  
JUSTICE ACT (SB 549) MATTER**

Judge: Hon. Lauri A. Damrell

Date Filed: January 2, 2025

1 Plaintiffs Rincon Band of Luiseno Indians, a federally-recognized Indian tribe, and Santa  
2 Ynez Band of Chumash Mission Indians of The Santa Ynez Reservation, California, a/k/a Santa  
3 Ynez Band of Chumash Indians, a federally-recognized Indian tribe (collectively, “Plaintiffs”) for  
4 their Complaint against Defendants Parkwest Bicycle Casino, LLC (d/b/a Parkwest Bicycle  
5 Casino); ABA Properties LLC (d/b/a The Aviator Casino); Acme Player Services, LLC; Arise,  
6 LLC; Artichoke Joe’s (d/b/a Artichoke Joe’s Casino); Blackstone Gaming, LLC; BVK Gaming,  
7 Inc. (d/b/a Napa Valley Casino); California Commerce Club, Inc. (d/b/a Commerce Casino &  
8 Hotel); California Grand Casino; Cal-Pac Rancho Cordova, LLC (d/b/a Parkwest Casino  
9 Cordova); Cal-Pac Sonoma, LLC (d/b/a Parkwest Casino Sonoma); CalProp Services, LLC;  
10 Capitol Casino, a California corporation (d/b/a Capitol Casino a.k.a Capitol Casino, Inc.); Casino  
11 580, LLC (d/b/a Parkwest Casino 580); Casino 99, LLC (d/b/a Casino 99); Casino Merced, Inc.  
12 (d/b/a Casino Merced); Casino Poker Club, Inc. (d/b/a Casino Club); Casino, LLC (d/b/a Larry  
13 Flynt’s Lucky Lady Casino); Celebrity Casinos, Inc. (d/b/a Crystal Casino); Central Coast Casino  
14 Grover Beach, Inc. (d/b/a Central Coast Casino); Central Valley Gaming, LLC (d/b/a Turlock  
15 Poker Room); Certified Network M, Inc.; Club One Casino, Inc. (d/b/a Club One Casino); Delta  
16 C, LP (d/b/a Cameo Club; d/b/a Kings Card Club; d/b/a Westlane Card Room); El Dorado LF,  
17 LLC (d/b/a Hustler Casino); Empire Sportsmen’s Association; EMZE LLC (d/b/a Casino  
18 Marysville); Epoch Casino, Inc. (d/b/a Epoch Casino); F2 TPS, LLC; Faros Unlimited, Inc.;  
19 Fortune Gaming Associates; Fortune Players Group, Inc.; Full Rack Entertainment, Inc. (d/b/a  
20 Towers Casino); Garden City, Inc. (d/b/a Casino M8trix); GLCR, Inc. (d/b/a The Deuces Lounge  
21 & Casino; d/b/a Tres Lounge and Casino); Global Player Services, Inc.; Golden Valley Casino,  
22 LLC (d/b/a Golden Valley Casino); Hacienda LF, LLC (d/b/a Hacienda Casino); Halcyon  
23 Gaming, LLC; Hawaiian Gardens Casino Inc. (d/b/a The Gardens Casino); Hollywood Park  
24 Casino Company, LLC (d/b/a Hollywood Park Casino); Joseph Anthony Melech (d/b/a Hotel Del  
25 Rio & Casino); K & M Casinos, Inc. (d/b/a 500 Club Casino a.k.a 500 Club); KB Ventures;  
26 KBCH Consultants, Inc.; Keith Chan Hoang (d/b/a Golden State Casino); Kern County  
27 Associates, L.P. (d/b/a Golden West Casino); King’s Casino Management Corporation (d/b/a The  
28 Saloon at Stones Gambling Hall; d/b/a The Tavern at Stones Gambling Hall); Knighted Ventures,

1 LLC; Ky Phuon (d/b/a Garlic City Club); L.E. Gaming, Inc.; Lamar V. Wilkinson (d/b/a  
2 California Club Casino); LEB Holdings, Inc. (d/b/a Oceana Cardroom); Limelight Cardroom  
3 Trust (d/b/a Limelight Card Room); Lodi Cardroom, Inc. (d/b/a Parkwest Casino Lodi); Lucky  
4 Chances, Inc. (d/b/a Lucky Chances Casino); Lucky Tree Entertainment, Inc. (d/b/a La Primavera  
5 Pool Hall & Cafe); Marina Club Casino, LLC (d/b/a Marina Club); Michael G. Lincoln (d/b/a  
6 Racxx); Network Management Group, Inc.; Oakdale LLC (d/b/a Mike's Card Casino); Oaks Card  
7 Room Limited Partnership (d/b/a Oaks Card Club); Ocean's 11 Casino, LLC (d/b/a Ocean's  
8 Eleven Casino); Old Town Investments, Inc. (d/b/a Bankers Casino); Outlaws 101 LLC (d/b/a  
9 Outlaws Card Parlour); Pacific Gaming Services, LLC; Palace Poker Casino, LLC (d/b/a Palace  
10 Poker Casino); Parkwest Casino Manteca, LLC (d/b/a Parkwest Casino Manteca); Phuong-Anh  
11 Kim Do (d/b/a The Independent); Pinnacle Casino, LLC (d/b/a Pinnacle Casino); Player's Poker  
12 Club, Inc. (d/b/a Player's Casino a.k.a Players Casino); Players Edge Services; Polvora, Inc.  
13 (d/b/a Ace & Vine); Progressive Gaming, LLC; Qualified Player Services, LLC; Rafael P.  
14 Quiroga (d/b/a Jalisco Pool Room); Randy A. Yapple (d/b/a Blacksheep Casino Company);  
15 Richard Scott (d/b/a Casino Chico); Rogelio's Inc.; Sacramento Casino Royale, LLC (d/b/a  
16 Casino Royale); Sahara Dunes Casino, LP (d/b/a Lake Elsinore Hotel and Casino); Sidjon  
17 Corporation (d/b/a Livermore Casino); Stars Gaming Inc. (d/b/a Stars Casino); Stones South Bay  
18 Corporation (d/b/a Seven Mile Casino); Sutter's Place, Inc. (d/b/a Bay 101); The Nineteenth  
19 Hole, General Partnership (d/b/a Nineteenth Hole a.k.a The Nineteenth Hole Casino and Lounge);  
20 The River Cardroom, Inc. (d/b/a The River Card Room); The Silver F, Inc. (d/b/a Parkwest  
21 Casino Lotus); Veronica S. Chohrach (d/b/a Oceanview Casino); Wahba, LLC; Waldemar Dreher  
22 (d/b/a Lake Bowl Cardroom); and Wizard Gaming, Inc. (d/b/a Diamond Jim's Casino), hereby  
23 state and allege as follows:

## 24 INTRODUCTION

25 1. Defendants operate, participate in, and facilitate illegal gambling. The California  
26 Constitution prohibits card rooms and any entities other than federally-recognized Indian tribes  
27 from offering "banked" casino games—such as blackjack, baccarat, and pai gow poker—where  
28 an entity takes on all comers, pays all winners, and collects from all losers. In March of 2000, the

1 California Constitution was amended to allow for California Indian tribes to offer banked casino  
2 games, but the Constitution’s pre-existing prohibition against such gaming by card rooms or any  
3 entities other than California tribes remains in place. Nevertheless, the Defendants, as referenced  
4 herein, being comprised of the Card room Defendants (hereinafter defined in paragraph 91) and  
5 the TPP Defendants (hereinafter defined in paragraph 113), have ignored the law and refused to  
6 recognize California tribes’ exclusive rights. Instead, the Card Room Defendants and the TPP  
7 Defendants have reaped illegal windfalls by offering banked games that are barred by the  
8 California Constitution and California Penal Code. Plaintiffs bring this lawsuit to stop the Card  
9 Room Defendants’ and the TPP Defendants’ exploitative abuses.

10 2. The California Legislature enacted the Tribal Nations Access to Justice Act  
11 (“Act”) to provide an efficient mechanism to “determine whether certain controlled games  
12 operated by California card clubs are illegal banking card games or legal controlled games,  
13 thereby resolving a decade-long dispute between California tribes and California card clubs[.]”  
14 (CA LEGIS 860 (2024), 2024 Cal. Legis. Serv. Ch. 860 (S.B. 549), codified as Gov. Code §  
15 98020.) Under the Act, California tribes are entitled to “a declaration as to whether a controlled  
16 game operated by a licensed gambling establishment and banked by a third-party provider of  
17 proposition player services constitutes a banking card game that violates state law, including  
18 tribal gaming rights under Section 19 of Article IV of the California Constitution, and may also  
19 request injunctive relief.” (*Ibid.*) Defendants are openly and extensively operating banked games  
20 in flagrant violation of the law.

21 3. Since 1872, California Penal Code Section 330 has expressly and broadly  
22 prohibited the operation of all “banked” or “banking” games, “that is, those games in which there  
23 is a person or entity that participates in the action as the one against the many, taking on all  
24 comers, paying all winners, and collecting from all losers, doing so through a fund generally  
25 called the bank.” (*Hotel Employees & Restaurant Employees Internat. Union v. Davis* (1999) 21  
26 Cal.4th 585, 592, citations and quotation marks omitted.)

27 4. In 1984, California voters amended the state Constitution to enshrine California’s  
28 longstanding prohibition on banked games. The amended language states that “[t]he Legislature

1 has no power to authorize, and shall prohibit, casinos of the type currently operating in Nevada  
2 and New Jersey.” (Cal. Const., art. IV, § 19, subd. (e).) The California Supreme Court has  
3 explained that a casino of “the type . . . operating in Nevada and New Jersey” includes “banked  
4 table games[.]” (*Hotel Employees, supra*, 21 Cal.4th at p. 605.) The Supreme Court also  
5 underscored that illegal banked games include those “banked by someone other than the owner of  
6 the gambling facility.” (*Id.* at pp. 607–08.)

7         5.         Blackjack, baccarat, pai gow poker, and analogous games are all traditionally and  
8 indisputably understood to be banked games. Indeed, since 1885, Penal Code Section 330 has  
9 specifically identified “twenty-one,” also known as blackjack, in its list of prohibited games.  
10 Baccarat and pai gow poker, like blackjack and other games the statute names, feature players  
11 gambling against one entity that takes on all comers, pays all winners, and collects from all losers.  
12 Card Room Defendants offer these games, but have used two mechanisms to attempt to disguise  
13 their banked essence, and to superficially distinguish them from the games found in Nevada and  
14 New Jersey casinos. Neither subterfuge provides a legal defense for the card rooms’ illegal  
15 business practices.

16         6.         First, Card Room Defendants have adopted game rules that purport to rotate the  
17 banking position from player to player, falsely claiming that this prevents any single entity from  
18 banking the game.

19         7.         Second, Card Room Defendants have entered contractual relationships with  
20 entities known as third-party proposition players (“TPPs”), who pay the card rooms substantially  
21 for the right to assume the banking position in blackjack, baccarat, pai gow poker, and analogous  
22 games. Although use of TPPs is not per se illegal under California law, the TPPs serving as the  
23 dealer of a banked game is nevertheless illegal under California law because in practice, the TPP  
24 “the ultimate source and repository of funds dwarfing that of all other participants in the game”,  
25 and therefore serves as the bank (*Sullivan v. Fox* (1987) 189 Cal.App.3d 673, 679). Additionally,  
26 in contrast to the players, who wager a fixed amount, TPPs typically do not make wagers at all,  
27 but rather take on the role of paying out all the wins and losses, whatever they may be—in other  
28 words, taking on the traditional role of the bank, rendering the games to be banked games.

1           8.       When the concept of a TPP was initially created, card rooms typically paid TPPs  
2 for providing their services, not the other way around. Now, with TPPs raking in vast profits from  
3 illegally banking the games, TPPs pay card rooms for the right to assume the lucrative player-  
4 dealer position. TPPs have also assumed other responsibilities, besides banking, which are  
5 typically associated with the gaming operation, including providing surveillance equipment to  
6 monitor games in card rooms and funding advertising of card room facilities. The contractual  
7 relationships between TPPs and card rooms create strong financial incentives for both to ensure  
8 that TPPs maintain the banking position. And, because TPPs' revenues are entirely derived from  
9 their winnings in card rooms' banked games, the TPP contractual payments to card rooms—  
10 which have ballooned to millions of dollars annually for larger card rooms—give those card  
11 rooms an obvious financial interest in the illegal gambling occurring at their tables. The  
12 inextricable relationship between the TPP Defendants and the Card Room Defendants eviscerates  
13 any purported distinction between the role of the TPPs and the card rooms.

14           9.       In short, by using well-funded TPPs to ensure liquidity for games, and by refusing  
15 and failing to comply with legal requirements that the banking position must rotate away from the  
16 seat held by the TPPs, card rooms have created gaming experiences that are indistinguishable  
17 from banked games in Nevada or New Jersey casinos. When a player sits down to play blackjack,  
18 baccarat, pai gow poker, or another similar game in a California card room, there is a single entity  
19 consistently ready to take on all comers, pay out all winnings and collect all losses. Card Room  
20 Defendants have not been bashful in advertising that fact, with several card rooms prominently  
21 advertising "Vegas-style" gaming. Regardless of whether the player-dealer position rotates or  
22 whether the TPPs, rather than the card rooms, "bank" the games, the games being offered are  
23 banked games prohibited by the California Constitution.

24           10.      Under the California Constitution and the California Penal Code, Card Room  
25 Defendants have no right to offer banked games and violate the rights of California Indian tribes  
26 by doing so. Accordingly, the Court should declare that these games are illegal under California  
27 law, and enjoin the Card Room Defendants and the TPP Defendants from offering and profiting  
28 from them.

1 NATURE OF ACTION

2 11. The Tribal Nations Access to Justice Act, introduced as S.B. 549, took effect on  
3 January 1, 2025. The stated purpose of the Act, codified at Government Code § 98020 is:

4 to authorize a limited declaratory and injunctive relief action before  
5 the California courts, filed solely against licensed California card  
6 clubs and third-party proposition player services providers, to  
7 determine whether certain controlled games operated by California  
8 card clubs are illegal banking card games or legal controlled games,  
thereby resolving a decade-long dispute between California tribes  
and California card clubs concerning the legality of those controlled  
games and whether they violate state law, including tribal gaming  
rights under Section 19 of Article IV of the California Constitution.

9 (CA LEGIS 860 (2024), 2024 Cal. Legis. Serv. Ch. 860 (S.B. 549).)

10 12. The Act authorizes any California Indian tribes that are “party to a current ratified  
11 tribal-state gaming compact” or are “party to current secretarial procedures pursuant to” the  
12 federal Indian Gaming Regulatory Act (“IGRA”) to “bring an action in superior court, filed solely  
13 against licensed gambling enterprises and third-party providers of proposition player services[.]”

14 (*Ibid.*) Plaintiffs may seek:

15 a declaration as to whether a controlled game operated by a licensed  
16 gambling establishment and banked by a third-party provider of  
17 proposition player services constitutes a banking card game that  
18 violates state law, including tribal gaming rights under Section 19  
of Article IV of the California Constitution, and may also request  
injunctive relief.

19 (*Ibid.*) “The court may make a binding declaration in either affirmative or negative form and  
20 effect, which shall have the force of a final judgment, and may issue injunctive relief enjoining  
21 further operation of the controlled game or grant any other relief the court deems appropriate.”

22 (*Ibid.*) “No claim for money damages, penalties, or attorney’s fees shall be permitted under this  
23 section.” (*Ibid.*)

24 13. The California Legislature’s intent with the Act is clear: It “allows California’s  
25 Native American gaming tribes to ask the judiciary to resolve the longstanding dispute over  
26 whether certain controlled games operated by California card clubs are illegal banking card  
27 games and whether they infringe upon tribal gaming rights.” (Assem. Com. on Appropriations,  
28 Analysis of Sen. Bill 549 (2023-2024 Reg. Sess.), Aug. 7, 2024, p. 2.) The Act provides an

avenue for Tribal plaintiffs to “file suit against cardrooms and other gambling enterprises to litigate the legality of the games they play.” (Third Reading of Sen. Bill 549 (2023-2024 Reg. Sess.), Aug. 19, 2024, p. 3.)

14. The Act requires the Court to conduct a de novo review of whether a game violates state law. (Gov. Code, § 98020, subd. (c).) As such, the Court is not bound by and owes no deference to any prior regulatory determinations. (*W. Telcon, Inc. v. California State Lottery* (1996) 13 Cal.4th 475, 479–80 [enjoining keno game previously approved by state regulators as an illegal banked game].)

15. Any lawsuit brought pursuant to the Act must be filed “no later than April 1, 2025, in the Superior Court of California, County of Sacramento.” (Gov. Code, § 98020, subd. (d).) If multiple actions are commenced under the Act, “they shall be consolidated for all purposes, including trial to avoid the risk of inconsistent declarations.” (Gov. Code, § 98020, subd. (e).) Already pending is the related action of *Agua Caliente Band of Cahuilla Indians, et al., v. Parkwest Bicycle Casino, LLC, et al.*, Superior Court of California, County of Sacramento Case No. 25cv000001 (“*Agua Caliente*”). Accordingly, this case should be immediately consolidated with *Agua Caliente* upon filing. See also, Standing Order No. SSC 24-5 at paragraph 5 (“This will be an automatic procedure, with no briefing permitted and no hearing held prior to consolidation”).

## PARTIES

### PLAINTIFFS

16. Plaintiff, Rincon Band of Luiseno Indians (the “Rincon Band”), is a federally-recognized Indian tribe, a separate organized community of persons of Indian descent, with its reservation located within San Diego County. It legally operates a Class III casino offering (banked) games in San Diego County, California, originally pursuant to a Tribal-State Gaming Compact and currently pursuant to Secretarial Procedures issued by the United States Department of Interior. The original Compact provided that “the exclusive rights that Indian Tribes in California, including the Tribe, will enjoy under this Compact create a unique opportunity for the Tribe to operate its Gaming Facility in an economic environment free of competition from the

1 Class III gaming referred to in Section 4 of this Compact on non-Indian lands in California.”  
2 (Sept. 10, 1999. Tribal-State Compact between the State of California and the Rincon San  
3 Luiseno Band of Mission Indians, Preamble at E). The Secretarial Procedures, which now govern  
4 the Rincon Band’s Class III gaming operation in lieu of a compact, were promulgated after the  
5 State of California failed to negotiate in good faith as required by IGRA over amendments to the  
6 original Compact. *See, Rincon Band v. Schwarzenegger*, (9th Cir. 2010) 602 F.3d 1019.

7 17. Plaintiff, Santa Ynez Band of Chumash Mission Indians of the Santa Ynez  
8 Reservation, a/k/a the Santa Ynez Band of Chumash Indians (the “Chumash Band”), is a  
9 federally-recognized Indian tribe, a separate organized community of persons of Indian descent,  
10 with its reservation located within Santa Barbara County. It legally operates a Class III casino  
11 offering (banked) games in Santa Barbara County, California pursuant to a compact with the State  
12 of California (as amended in 2018). The compact provides that “the exclusive rights that Indian  
13 Tribes in California, including the Tribe, will enjoys under this Compact create a unique  
14 opportunity for the Tribe to operate its Gaming Facility in an economic environment free of  
15 competition from the Class III gaming referred to in Section 4 of this Compact on non-Indian  
16 lands in California.” (Sept. 10, 1999. Tribal-State Compact between the State of California and  
17 the Santa Ynez Band of Mission Indians, Preamble at E). The Rincon Band and the Chumash  
18 Band are referred to collectively herein as the “Plaintiffs.”

#### 19 **CARD ROOM DEFENDANTS**

20 18. Defendant ABA Properties LLC (d/b/a The Aviator Casino) operates The Aviator  
21 Casino in Delano, California under license number GECE-001387.

22 19. Defendant Artichoke Joe’s (d/b/a Artichoke Joe’s Casino) operates Artichoke  
23 Joe’s Casino in San Bruno, California under license number GECE-001007.

24 20. Defendant BVK Gaming, Inc. (d/b/a Napa Valley Casino) operates Napa Valley  
25 Casino in American Canyon, California under license number GECE-001279.

26 21. Defendant California Commerce Club, Inc. (d/b/a Commerce Casino & Hotel)  
27 operates Commerce Casino & Hotel in Los Angeles, California under license number GECE-  
28 001093.

1           22. Defendant California Grand Casino operates in Pacheco, California under license  
2 number GEGE-000450.

3           23. Defendant Cal-Pac Rancho Cordova, LLC (d/b/a Parkwest Casino Cordova)  
4 operates Parkwest Casino Cordova in Rancho Cordova, California under license number GEGE-  
5 001300.

6           24. Defendant Cal-Pac Sonoma, LLC (d/b/a Parkwest Casino Sonoma) owns and upon  
7 information and belief, intends to operate Parkwest Casino Sonoma, which is currently not  
8 operating but is licensed to operate in Petaluma, California under license number GEGE-000005.

9           25. Defendant Capitol Casino, a California corporation (d/b/a Capitol Casino a.k.a  
10 Capitol Casino, Inc.) operates Capitol Casino in Sacramento, California under license number  
11 GEGE-000404.

12           26. Defendant Casino 580, LLC (d/b/a Parkwest Casino 580) operates Parkwest  
13 Casino 580 in Livermore, California under license number GEGE-001322.

14           27. Defendant Casino 99, LLC (d/b/a Casino 99) operates Casino 99 in Chico,  
15 California under license number GEGE-001384.

16           28. Defendant Casino Merced, Inc. (d/b/a Casino Merced) operates Casino Merced in  
17 Merced, California under license number GEGE-001379.

18           29. Defendant Casino Poker Club, Inc. (d/b/a Casino Club) operates Casino Club in  
19 Redding, California under license number GEGE-000951.

20           30. Defendant Casino, LLC (d/b/a Larry Flynt's Lucky Lady Casino) operates Larry  
21 Flynt's Lucky Lady Casino in Gardena, California under license number GEGE-001343.

22           31. Defendant Celebrity Casinos, Inc. (d/b/a Crystal Casino) operates Crystal Casino  
23 in Compton, California under license number GEGE-001282.

24           32. Defendant Central Coast Casino Grover Beach, Inc. (d/b/a Central Coast Casino)  
25 operates Central Coast Casino in Grover Beach, California under license number GEGE-001029.

26           33. Defendant Central Valley Gaming, LLC (d/b/a Turlock Poker Room) operates  
27 Turlock Poker Room in Turlock, California under license number GEGE-001263.

28

1           34. Defendant Club One Casino, Inc. (d/b/a Club One Casino) operates Club One  
2 Casino in Fresno, California under license number GEGE-001121.

3           35. Defendant Delta C, LP (d/b/a Cameo Club) owns and upon information and belief,  
4 intends to operate Cameo Club, which is currently not operating but is licensed to operate in  
5 Stockton, California under license number GEGE- 001363.

6           36. Defendant Delta C, LP (d/b/a Kings Card Club) operates Kings Card Club in  
7 Stockton, California under license number GEGE-001313.

8           37. Defendant Delta C, LP (d/b/a Westlane Card Room) operates Westlane Card  
9 Room in Stockton, California under license number GEGE-001314.

10          38. Defendant El Dorado LF, LLC (d/b/a Hustler Casino) operates Hustler Casino in  
11 Gardena, California under license number GEGE-001388.

12          39. Defendant Empire Sportsmen's Association operates in Modesto, California under  
13 license number GEGE-000990.

14          40. Defendant EMZE LLC (d/b/a Casino Marysville) owns and upon information and  
15 belief, intends to operate Casino Marysville, which is currently not operating but is licensed to  
16 operate in Marysville, California under license number GEGE-001389.

17          41. Defendant Epoch Casino, Inc. (d/b/a Epoch Casino) owns and upon information  
18 and belief, intends to operate Epoch Casino, which is currently not operating but is licensed to  
19 operate in Rancho Cordova, California under license number GEGE-001394.

20          42. Defendant Full Rack Entertainment, Inc. (d/b/a Towers Casino) operates Towers  
21 Casino in Grass Valley, California under license number GEGE-001318.

22          43. Defendant Garden City, Inc. (d/b/a Casino M8trix) operates Casino M8trix in San  
23 Jose, California under license number GEGE-000410.

24          44. Defendant GLCR, Inc. (d/b/a The Deuce Lounge & Casino) owns and upon  
25 information and belief, intends to operate The Deuce Lounge & Casino, which is currently not  
26 operating but is licensed to operate in Goshen, California under license number GEGE-001325.

27          45. Defendant GLCR, Inc. (d/b/a Tres Lounge and Casino) owns and upon  
28 information and belief, intends to operate Tres Lounge and Casino, which is currently not

1 operating but is licensed to operate in Watsonville, California under license number GE-  
2 001330.

3 46. Defendant Golden Valley Casino, LLC (d/b/a Golden Valley Casino) owns and  
4 upon information and belief, intends to operate Golden Valley Casino, which is currently not  
5 operating but is licensed to operate in Merced, California under license number GE-001362.

6 47. Defendant Hacienda LF, LLC (d/b/a Hacienda Casino) owns and upon information  
7 and belief, intends to operate Hacienda Casino, which is currently not operating but is licensed to  
8 operate in Cudahy, California under license number GE-001355.

9 48. Defendant Hawaiian Gardens Casino Inc. (d/b/a The Gardens Casino) operates  
10 The Gardens Casino in Hawaiian Gardens, California under license number GE-000392.

11 49. Defendant Hollywood Park Casino Company, LLC (d/b/a Hollywood Park  
12 Casino) operates Hollywood Park Casino in Inglewood, California under license number GE-  
13 001367.

14 50. Defendant Joseph Anthony Melech (d/b/a Hotel Del Rio & Casino) owns and upon  
15 information and belief, intends to operate Hotel Del Rio & Casino, which is currently not  
16 operating but is licensed to operate in Isleton, California under license number GE-001370.

17 51. Defendant K & M Casinos, Inc. (d/b/a 500 Club Casino a.k.a 500 Club) operates  
18 500 Club Casino in Clovis, California under license number GE-001361.

19 52. Defendant Keith Chan Hoang (d/b/a Golden State Casino) owns and upon  
20 information and belief, intends to operate Golden State Casino, which is currently not operating  
21 but is licensed to operate in Marysville, California under licensed number GE-001169.

22 53. Defendant Kern County Associates, L.P. (d/b/a Golden West Casino) operates  
23 Golden West Casino in Bakersfield, California under license number GE-000426.

24 54. Defendant King's Casino Management Corporation (d/b/a The Saloon at Stones  
25 Gambling Hall) operates The Saloon at Stones Gambling Hall in Citrus Heights, California under  
26 license number GE-001373.

1           55. Defendant King's Casino Management Corporation (d/b/a The Tavern at Stones  
2 Gambling Hall) operates The Tavern at Stones Gambling Hall in Citrus Heights, California under  
3 license number GEGE-001374.

4           56. Defendant Ky Phuon (d/b/a Garlic City Club) operates Garlic City Club in Gilroy,  
5 California under license number GEGE-001173.

6           57. Defendant Lamar V. Wilkinson (d/b/a California Club Casino) owns and upon  
7 information and belief, intends to operate California Club Casino, which is currently not  
8 operating but is licensed to operate in San Ramon, California under license number GEGE-  
9 001296.

10          58. Defendant LEB Holdings, Inc. (d/b/a Oceana Cardroom) owns and upon  
11 information and belief, intends to operate Oceana Cardroom, which is currently not operating but  
12 is licensed to operate in Oceano, California under license number GEGE-001360.

13          59. Defendant Limelight Cardroom Trust (d/b/a Limelight Card Room) operates  
14 Limelight Card Room in Sacramento, California under license number GEGE-001376.

15          60. Defendant Lodi Cardroom, Inc. (d/b/a Parkwest Casino Lodi) operates Parkwest  
16 Casino Lodi in Lodi, California under license number GEGE-001229.

17          61. Defendant Lucky Chances, Inc. (d/b/a Lucky Chances Casino) operates Lucky  
18 Chances Casino in Colma, California under license number GEGE-001108.

19          62. Defendant Lucky Tree Entertainment, Inc. (d/b/a La Primavera Pool Hall & Cafe)  
20 owns and upon information and belief, intends to operate La Primavera Pool Hall & Cafe, which  
21 is currently not operating but is licensed to operate in Madera, California under license number  
22 GEGE-001341.

23          63. Defendant Marina Club Casino, LLC (d/b/a Marina Club) operates Marina Club in  
24 Marina, California under license number GEGE-001353.

25          64. Defendant Michael G. Lincoln (d/b/a Racxx) owns and upon information and  
26 belief, intends to operate Racxx, which is currently not operating but is licensed to operate in  
27 Lincoln, California license number GEGE-001338.

28

1           65. Defendant Oakdale LLC (d/b/a Mike's Card Casino) owns and upon information  
2 and belief, intends to operate Mike's Card Casino, which is currently not operating but is licensed  
3 to operate in Oakdale, California under license number GEGE-001364.

4           66. Defendant Oaks Card Room Limited Partnership (d/b/a Oaks Card Club) operates  
5 Oaks Card Club in Emeryville, California under license number GEGE-001063.

6           67. Defendant Ocean's 11 Casino, LLC (d/b/a Ocean's Eleven Casino) operates  
7 Ocean's Eleven Casino in Oceanside, California under license number GEGE-000473.

8           68. Defendant Old Town Investments, Inc. (d/b/a Bankers Casino) operates Bankers  
9 Casino in Salinas, California under license number GEGE-001297.

10          69. Defendant Outlaws 101 LLC (d/b/a Outlaws Card Parlour) operates Outlaws Card  
11 Parlour in Atascadero, California under license number GEGE-001356.

12          70. Defendant Palace Poker Casino, LLC (d/b/a Palace Poker Casino) operates Palace  
13 Poker Casino in Hayward, California under license number GEGE-001302.

14          71. Defendant Parkwest Bicycle Casino, LLC (d/b/a Parkwest Bicycle Casino)  
15 operates Parkwest Bicycle Casino in Bell Gardens under license number GEGE-001390.

16          72. Defendant Parkwest Casino Manteca, LLC (d/b/a Parkwest Casino Manteca)  
17 operates Parkwest Casino Manteca in Manteca, California under license number GEGE-001383.

18          73. Defendant Pinnacle Casino, LLC (d/b/a Pinnacle Casino) owns and upon  
19 information and belief, intends to operate Pinnacle Casino, which is currently not operating but is  
20 licensed to operate in Soledad, California under license number GEGE-001357.

21          74. Defendant Player's Poker Club, Inc. (d/b/a Player's Casino a.k.a Players Casino)  
22 operates Player's Casino in Ventura, California under license number GEGE-001323.

23          75. Defendant Polvora, Inc. (d/b/a Ace & Vine) operates Ace & Vine in Napa,  
24 California under license number GEGE-001359.

25          76. Defendant Rafael P. Quiroga (d/b/a Jalisco Pool Room) owns and upon  
26 information and belief, intends to operate Jalisco Pool Room, which is currently not operating but  
27 is licensed to operate in Guadalupe, California under license number GEGE-000969.

28

1           77. Defendant Randy A. Yaple (d/b/a Blacksheep Casino Company) owns and upon  
2 information and belief, intends to operate Blacksheep Casino Company, which is currently not  
3 operating but is licensed to operate in Cameron Park, California under license number GEGE-  
4 001344.

5           78. Defendant Richard Scott (d/b/a Casino Chico) operates Casino Chico in Chico,  
6 California under license number GEGE-001340.

7           79. Defendant Rogelio's Inc. is currently not operating but is licensed and upon  
8 information and belief, intends to operate in Isleton, California under license number GEGE-  
9 001081.

10          80. Defendant Sacramento Casino Royale, LLC (d/b/a Casino Royale) owns and upon  
11 information and belief, intends to operate Casino Royale, which is currently not operating but is  
12 licensed to operate in Sacramento, California under license number GEGE-001295.

13          81. Defendant Sahara Dunes Casino, LP (d/b/a Lake Elsinore Hotel and Casino)  
14 operates Lake Elsinore Hotel and Casino in Lake Elsinore, California under license number  
15 GEGE-001149.

16          82. Defendant Sidjon Corporation (d/b/a Livermore Casino) operates Livermore  
17 Casino in Livermore, California under license number GEGE-001107.

18          83. Defendant Stars Gaming Inc. (d/b/a Stars Casino) operates Stars Casino in Tracy,  
19 California under license number GEGE-001371.

20          84. Defendant Stones South Bay Corporation (d/b/a Seven Mile Casino) operates  
21 Seven Mile Casino in Chula Vista, California under license number GEGE-000466.

22          85. Defendant Sutter's Place, Inc. (d/b/a Bay 101) operates Bay 101 in San Jose,  
23 California under license number GEGE-000989.

24          86. Defendant The Nineteenth Hole, a General Partnership (d/b/a Nineteenth Hole  
25 a.k.a. The Nineteenth Hole Casino and Lounge) operates The Nineteenth Hole Casino and  
26 Lounge in Antioch, California under license number GEGE-000967.

27  
28

1           87. Defendant The River Cardroom, Inc. (d/b/a The River Card Room) owns and upon  
2 information and belief, intends to operate The River Card Room, which is currently not operating  
3 but is licensed to operate in Petaluma, California under license number GEGE-001092.

4           88. Defendant The Silver F, Inc. (d/b/a Parkwest Casino Lotus) operates Parkwest  
5 Casino Lotus in Sacramento, California under license number GEGE-001321.

6           89. Defendant Veronica S. Chohrach (d/b/a Oceanview Casino) operates Oceanview  
7 Casino in Santa Cruz, California under license number GEGE-001025.

8           90. Defendant Waldemar Dreher (d/b/a Lake Bowl Cardroom) owns and upon  
9 information and belief, intends to operate Lake Bowl Cardroom, which is currently not operating  
10 but is licensed to operate in Folsom, California under license number GEGE-000354.

11           91. Defendant Wizard Gaming, Inc. (d/b/a Diamond Jim's Casino) operates Diamond  
12 Jim's Casino in Rosamond, California under license number GEGE-000236. Defendants  
13 identified in paragraphs 18–91 are collectively referred to as “Card Room Defendants.”

14                           **THIRD-PARTY PROPOSITION PLAYER DEFENDANTS**

15           92. Defendant Acme Player Services, LLC is a third-party provider of proposition  
16 player services, license number TPPP-000089.

17           93. Defendant Arise, LLC is a third-party provider of proposition player services,  
18 license number TPPP-000067.

19           94. Defendant Blackstone Gaming, LLC is a third-party provider of proposition player  
20 services, license number TPPP-000119.

21           95. Defendant CalProp Services, LLC is a third-party provider of proposition player  
22 services, license number TPPP-000164.

23           96. Defendant Certified Network M, Inc. is a third-party provider of proposition player  
24 services, license number TPPP-000049.

25           97. Defendant F2 TPS, LLC is a third-party provider of proposition player services,  
26 license number TPPP-000174.

27           98. Defendant Faros Unlimited, Inc. is a third-party provider of proposition player  
28 services, license number TPPP-000169.

1           99. Defendant Fortune Gaming Associates is a third-party provider of proposition  
2 player services, license number TPPP-000163.

3           100. Defendant Fortune Players Group, Inc. is a third-party provider of proposition  
4 player services, license number TPPP-000168.

5           101. Defendant Global Player Services, Inc. is a third-party provider of proposition  
6 player services, license number TPPP-000094.

7           102. Defendant Halcyon Gaming, LLC is a third-party provider of proposition player  
8 services, license number TPPP-000171.

9           103. Defendant KB Ventures is a third-party provider of proposition player services,  
10 license number TPPP-000146.

11           104. Defendant KBCH Consultants, Inc. is a third-party provider of proposition player  
12 services, license number TPPP-000166.

13           105. Defendant Knighted Ventures, LLC is a third-party provider of proposition player  
14 services, license number TPPP-000109.

15           106. Defendant L.E. Gaming, Inc. is a third-party provider of proposition player  
16 services, license number TPPP-000118.

17           107. Defendant Network Management Group, Inc. is a third-party provider of  
18 proposition player services, license number TPPP-000002.

19           108. Defendant Pacific Gaming Services, LLC is a third-party provider of proposition  
20 player services, license number TPPP-000017.

21           109. Defendant Phuong-Anh Kim Do (d/b/a The Independent) owns The Independent,  
22 which is a third-party provider of proposition player services, license number TPPP-000129.

23           110. Defendant Players Edge Services is a third-party provider of proposition player  
24 services, license number TPPP-000160.

25           111. Defendant Progressive Gaming, LLC is a third-party provider of proposition  
26 player services, license number TPPP-000173.

27           112. Defendant Qualified Player Services, LLC is a third-party provider of proposition  
28 player services, license number TPPP-000080.

1 113. Defendant Wahba, LLC. Is a third-party provider of proposition player services,  
2 license number TPPP-000177. Defendants identified in paragraphs 92–113 are collectively  
3 referred to as “TPP Defendants.”

#### 4 JURISDICTION AND VENUE

5 114. The Tribal Nations Access to Justice Act grants this Court jurisdiction to  
6 determine, on an action filed by a California Indian tribe that is party to a ratified tribal-state  
7 gaming compact, or that is party to current secretarial procedures pursuant to Chapter 29 of Title  
8 25 of the United States Code, “whether a controlled game operated by a licensed gambling  
9 establishment and banked by a third-party provider of proposition player services constitutes a  
10 banking card game that violates state law[.]” (Gov. Code § 98020, subd. (a)).

11 115. Venue is proper because the Act specifies that any action brought pursuant to it  
12 must be filed in this Court, and because the Act specifies that all actions brought pursuant to it  
13 must be consolidated. Agua Caliente, discussed supra at paragraph 15, also brought pursuant to  
14 the Act, is pending before this Court.

15 116. Venue is also proper because multiple Defendants reside and/or have their  
16 principal place of business in Sacramento County, California.

#### 17 BACKGROUND

##### 18 A. California law prohibits “banking” or “banked” games in card rooms.

19 117. The California Supreme Court defines a “banking” or “banked” game as one “in  
20 which there is a person or entity that participates in the action as the one against the many, taking  
21 on all comers, paying all winners, and collecting from all losers, doing so through a fund  
22 generally called the bank.” (*Hotel Employees, supra*, 21 Cal.4th at p. 592, internal quotation  
23 marks and citations omitted.) Banked games differ from “round” games, such as poker, where  
24 each player may win only funds wagered by fellow players. (*See People v. Ambrose* (1953) 122  
25 Cal.App.2d Supp. 966, 970 [“Where the players bet against each other and settle with each other,  
26 the game is not a banking game.”].)

27 118. In Nevada and New Jersey casinos, banked table games such as blackjack,  
28 baccarat, and pai gow poker are common, with players either winning money from, or losing

1 money to, the bank, whether operated by a “house,” or otherwise. The gambling establishment  
2 need not be the entity banking the game for it to qualify as an illegal “banked” game. (*Hotel*  
3 *Employees, supra*, 21Cal.4th at pp. 607–08.) “[A] game will be determined to be a banking game  
4 if under the rules of that game, it is possible that the house, another entity, a player, or an observer  
5 can maintain a bank or operate as a bank during the play of the game.” (*Oliver v. County of L.A.*  
6 (1998) 66 Cal.App.4th 1397, 1408.)

7 119. California law has prohibited “banked” games for nearly as long as it has been a  
8 state. From its enactment in 1872, California Penal Code Section 330 included banked games in  
9 its list of prohibited activities. (*See Hotel Employees, supra*, 21 Cal.4th at p. 592.) In 1885, the  
10 Legislature amended Section 330 to specifically identify “twenty-one”—now commonly known  
11 as “blackjack”—as a prohibited game. (*Ibid.*)

12 120. In its modern form, Section 330 identifies prohibited games both by specific game  
13 names, such as twenty-one, and by general categories, such as banked games:

14 Every person who deals, plays, or carries on, opens, or causes to be  
15 opened, or who conducts, either as owner or employee, whether for  
16 hire or not, any game of faro, monte, roulette, lansquenet, rouge et  
17 noire, rondo, tan, fan-tan, seven-and-a-half, twenty-one, hokey-  
18 pokey, or any banking or percentage game played with cards, dice,  
or any device, for money, checks, credit, or other representative of  
value, and every person who plays or bets at or against any of those  
prohibited games, is guilty of a misdemeanor . . . .

19 (Pen. Code, § 330.)

20 121. In 1984, California voters elevated the prohibition on banked games to the State  
21 Constitution, amending it to provide that “[t]he Legislature has no power to authorize, and shall  
22 prohibit, casinos of the type currently operating in Nevada and New Jersey.” (Cal. Const., art.  
23 IV, § 19, subd. (e).) The California Supreme Court has held that a casino of “the type . . .  
24 operating in Nevada and New Jersey” is identifiable by the presence of “especially banked table  
25 games and slot machines.” (*Hotel Employees, supra*, 21 Cal.4th at p. 605).

1           **B. The People of California amended the California Constitution to provide**  
2           **California Indian tribes the exclusive right to offer banked games.**

3           122. The history of tribal gaming in California is inextricably intertwined with the  
4 history of tribal sovereignty and self-reliance. From before California was even a state, Indian  
5 nations—including the ancestors of Plaintiffs here—were forced from the lands on which they  
6 depended to live, decimated by state-sanctioned genocide, betrayed by government officials who  
7 purported to assist them, and relegated to poverty at the margins of American society. The first  
8 instances of organized gaming on tribal lands in California were modest bingo halls used to fund  
9 desperately needed health care and social services for tribal people.

10           123. When California Indian tribes exercised their sovereign authority to help care for  
11 their citizenry, California state and local governments sought to block them. The United States  
12 Supreme Court ultimately resolved the dispute in the groundbreaking decision *California v.*  
13 *Cabazon Band of Mission Indians* (1987) 480 U.S. 202, holding that state and local governments  
14 lacked authority to shutter bingo halls on tribal lands. In response to the Supreme Court’s  
15 decision, Congress enacted IGRA in 1988 to provide a new framework for state and tribal  
16 relations on gaming issues. Under IGRA, in states where gambling is legalized, tribes can enter  
17 compacts with state governments or, in certain circumstances, secure secretarial procedures from  
18 the United States Department of the Interior to authorize and regulate casino-style gambling  
19 offered by tribes, such as slot machines and banked games, on tribal lands.

20           124. In 1998, California voters passed Proposition 5, which authorized a certain  
21 “Tribal-State Gaming Compact” to be entered into by the State of California and California  
22 Indian tribes intending to operate casinos with slot machines and “players’ pool” card games.  
23 Opponents to Proposition 5 immediately filed petitions for writs of mandate in the California  
24 Supreme Court, arguing that the proposition violated the State Constitution’s prohibition on  
25 Nevada-style casinos and Section 330’s prohibition on banked games (among other objections).  
26 (*See Hotel Employees, supra*, 21 Cal.4th at p. 589.)

27           125. In opposition to the Proposition 5 challenge, several California Indian tribes  
28 argued that the card games they intended to offer were not banked games because the funds used

1 to pay winnings came from a “players’ pool,” constituted from the amounts wagered, not the  
2 casino’s own funds.<sup>1</sup> (*Id.* at pp. 606–07.) The tribes argued that the games, therefore, were not  
3 banked by a casino; they merely distributed players’ own funds, similar to legal lotteries. The  
4 California Supreme Court rejected these arguments, for reasons directly relevant here:

5 That the tribe must “pay[] all winners, and collect[] from all losers”  
6 through a fund that is styled a “players pool” is immaterial: the  
7 players’ pool is a bank in nature if not in name. It is a “fund against  
which everybody has a right to bet, the bank . . . taking all that is  
won, and paying out all that is lost.”

8 (*Hotel Employees, supra*, 21 Cal.4th at p. 607, citations omitted; alterations in original.) The  
9 Supreme Court also rejected the argument that the Indian tribes were not offering banked games  
10 because they had no interest in the outcome of the wagers: “[t]he pool itself functions as a bank,  
11 collecting from all losers and paying all winners.” (*Id.* at p. 608, fn. 4.) “[A] banking game,  
12 within the meaning of Penal Code section 330’s prohibition, may be banked by someone other  
13 than the owner of the gambling facility.” (*Id.* at pp. 607–08.) On these grounds, the California  
14 Supreme Court concluded that “Proposition 5’s authorization of casino gambling is invalid and  
15 inoperative.” (*Id.* at p. 589.) The same standards<sup>2</sup>, applied here, confirm that the Card Room  
16 Defendants are offering illegal banked games.

17  
18  
19 <sup>1</sup> The proposed “players’ pool” system:

20 means one or more segregated pools of funds that have been collected from player  
21 wagers, that are irrevocably dedicated to the prospective award of prizes in  
22 authorized gaming activities, and in which the house neither has [acquired] nor can  
23 acquire any interest. The Tribe may set and collect a fee from players on a per  
24 play, per amount wagered, or time-period basis, and may seed the player pools in  
the form of loans or promotional expenses, provided that seeding is not used to pay  
prizes previously won.

25 (*Hotel Employees, supra*, 21 Cal.4th at p. 625, alteration in original; internal quotation marks and  
26 citation omitted (dis. opn. of Kennard, J.).)

27 <sup>2</sup> At the time of the *Hotel Employees* decision, the law that applied to the tribal gaming facilities  
28 is the exact same law that currently applies to Card Room Defendants and TPP Defendants. It  
would be inappropriate to interpret such law when applied to Indian tribes differently than when  
applied to the Card Room Defendants and the TPP Defendants. The California tribes were  
required to successfully pursue a Constitutional Amendment Initiative to be excepted from the  
Constitutional prohibition at issue in *Hotel Employees*. The appropriate avenue available to the  
Card Room Defendants and the TPP Defendants to offer banked games is to successfully pursue  
their own Constitutional Amendment Initiative, which they have not done.

1           126. While the challenge to Proposition 5 was pending, it became clear to several  
2 California tribes that Proposition 5 should have been filed as a Constitutional Amendment  
3 Initiative rather than a Statutory Initiative. With the support of then-Governor Grey Davis, several  
4 California Indian tribes proposed an amendment to the California Constitution to exempt tribal  
5 gaming from the prohibition on Nevada and New Jersey style casinos. Ultimately presented to the  
6 voters as Proposition 1A in March 2000, the amendment “effectively grant[ed] tribes a  
7 constitutionally- protected monopoly on most types of class III games [including banked games]  
8 in California.” (*In re Indian Gaming Related Cases* (9th Cir. 2003) 331 F.3d 1094, 1103.) The  
9 voters of California approved Proposition 1A, authorizing the governor to “to negotiate and  
10 conclude compacts, subject to ratification by the Legislature, for the operation of slot machines  
11 and for the conduct of lottery games and banking and percentage card games by federally-  
12 recognized Indian tribes on Indian lands in California in accordance with federal law.” (Cal.  
13 Const., art IV, § 19, subd. (f).) The amendment definitively concluded “banking and percentage  
14 card games are hereby permitted to be conducted and operated on tribal lands subject to those  
15 compacts.” (*Ibid.*). Proposition 1A provided for only California tribes to be exempted from the  
16 Constitution’s prohibition of slot machines and banked card games, hence, the prohibition  
17 remains in place for card rooms, TPPs and any entities other than California tribes. *See, Artichoke*  
18 *Joe’s California Grand Casino v. Norton*, (9th Cir. 2003) 353F.3d 712; *Flynt v. California*  
19 *Gambling Control Comm’n*, (2002) 104 Cal.App.4th 1125.

20           127. The compacts approved under the amendment recognized that “[t]he exclusive  
21 rights that Indian tribes in California . . . will enjoy under this Compact create a unique  
22 opportunity for the Tribe to operate its Gaming Facility in an economic environment free of  
23 competition from the Class III gaming [including banked games] . . . on non-Indian lands in  
24 California.” (See, e.g., Sept. 10, 1999 Tribal-State Compact between the State of California and  
25 the Chumash Band, Preamble § E.)

26           128. Plaintiffs bring this action to ensure that the exclusivity over banked games  
27 guaranteed by the California Constitution and tribal gaming compacts does not become another  
28 broken promise to California Indian tribes.

1           C.     **In search of greater profits, Card Room Defendants have expanded beyond**  
2                    **their traditional offerings and into prohibited banked games.**

3           129.   Card Room Defendants are gambling establishments licensed by the California  
4           Gambling Control Commission, based in Sacramento, California. Card rooms may lawfully  
5           facilitate player versus player games, for which the card room collects a per-round fee for  
6           operating the game known as a “collection” and generate additional revenue through the sale of  
7           food and beverage and/or providing other forms of entertainment. As of December 2024,  
8           California is home to 72 licensed card rooms, but none of them stay within the limits of their  
9           lawful opportunities.

10          130.   Historically, California card rooms have provided traditional poker, a non-banked  
11          game also known as a “round” game. In traditional poker, there is no bank against which all  
12          players bet; instead, and the card rooms’ only interest in the game is in collecting specified table  
13          fees regardless of the outcome of the game, and in generating revenue from the sale of food and  
14          beverage to the players.

15          131.   Since the early 2000s, Card Room Defendants have steadily expanded their  
16          offerings beyond traditional poker games. To draw in more players who will wager more  
17          money—thereby generating greater collections revenue—the card rooms have introduced variants  
18          of casino-style, banked table games, such as blackjack, baccarat, pai gow poker, and analogous  
19          games. The card rooms purport to provide these games in compliance with California’s  
20          prohibition on banked games by not banking the games themselves using the card room’s funds.  
21          Instead, the rules for these variants on banked games specify that a “player-dealer” will bank the  
22          game while a representative of the card room (the “House Dealer”) deals cards, collects player  
23          fees, and otherwise runs the game.

24          132.   The player-dealer framework is a direct outgrowth of the card room industry’s  
25          concerted and explicit efforts to evade California’s prohibition on banked games outside of tribal  
26          lands, and has given rise to the TPP. Historically, card rooms paid TPPs to sit at the tables and  
27          reinvigorate games with dwindling action, and thereby stimulate additional revenue for the card  
28          room. But as card rooms and TPPs have fully embraced offering illegal banked games, the TPPs’

1 position in the player-dealer spot has become far more lucrative. As a result, TPPs now pay card  
2 rooms for the right to occupy the player-dealer position.

3 133. TPP Defendants provides services to Card Room Defendants pursuant to written  
4 contracts. For a card room that contracts with a TPP, each table generally has a proposition  
5 player—a TPP employee whose job is to bank the game. The proposition player sits at the table  
6 and covers the bets that take place in each round, takes on all comers, pays all winners, and  
7 collects from all losers.

8 134. The contractual framework between card rooms and TPPs runs directly afoul of  
9 California Business and Professions Code Section 19984(a), which prohibits “[a]ny agreement,  
10 contract, or arrangement between a gambling enterprise and a third-party provider of proposition  
11 player services” in which “a gambling enterprise or the house have any interest, whether direct or  
12 indirect, in funds wagered, lost, or won.” This dynamic is precisely what the California  
13 Constitution and Penal Code prohibit through their ban on banked games.

14 135. The games at issue in this lawsuit—blackjack, baccarat, pai gow poker, and other  
15 analogous games—are banked games. Players gamble against a single entity that pays all winners  
16 and collects from all losers. Card Room Defendants have attempted to superficially disguise  
17 banked games’ true nature through layers of additional rules and procedures; those artifices are  
18 either ineffective or ignored and thus do not change the essential “banked” nature of the games.  
19 Under California’s Constitution and Penal Code, those games are illegal.

20 136. Blackjack, also known as twenty-one, was one of the earliest games to be included  
21 in Penal Code Section 330’s list of prohibited games. Blackjack players compete against a single  
22 entity, taking on all comers, paying all winners, and collecting from all losers.

23 137. The rules for California card room blackjack games typically provide that a  
24 standard round of play begins when a player-dealer is designated. The House Dealer places a  
25 “button” or other signifier in front of the player-dealer, which designates that they are taking the  
26 bank position and may also designate whether it is the first or second turn for the player-dealer in  
27 the banking position. Although specific language for each blackjack game may vary by card  
28 room, the rules typically contain language stating either that the player-dealer position—and

1 therefore the banking role—should be offered to other players after two hands, or rotated to other  
2 players after two hands. Defendants rely on the purported rotation of the player-dealer position  
3 and bank to attempt to distinguish the blackjack games they offer from those prohibited by  
4 California law. They do not.

5 138. In its general form, baccarat does not have a player-dealer position. Rather, the  
6 players at the table simply make wagers based on a single shared set of cards. The dealer, who  
7 has no hand in the game, acts as nothing but a bank. Thus, by definition, baccarat is an illegal  
8 banked game.

9 139. Card Room Defendants purport to create a player-dealer position for baccarat, but  
10 the occupier of the position does not actually “play” the game by receiving any cards or placing  
11 wagers of his or her own and is a “player-dealer” in name only. (See Cal. Bus. & Prof. Code §  
12 19805(ag), emphasis added [“‘Player-dealer’ and ‘controlled game featuring a player- dealer  
13 position’ refer to a position in a controlled game, as defined by the approved rules for that game,  
14 in which seated *player participants* are afforded the temporary opportunity to wager against  
15 multiple players at the same table, provided that this position is rotated amongst the other seated  
16 players in the game.”].) The person occupying the purported player-dealer position in  
17 Defendants’ baccarat games is not a “player participant.” The sole purpose of the purported  
18 player-dealer position in Defendants’ baccarat games is to bank the game—paying all winning  
19 bets and collecting all losing bets made on the set of cards shared by every player at the table.  
20 Although specific language for each baccarat game may vary by card room, the rules typically  
21 contain language stating either that the purported player-dealer position—and therefore the  
22 banking role—should be offered to other players after two hands, or rotated to other players after  
23 two hands. Defendants rely on the purported rotation of the player-dealer position and bank to  
24 attempt to distinguish the baccarat games they offer from those prohibited by California law.  
25 They are not materially distinguishable.

26 140. Card Room Defendants’ pai gow poker games typically provide that, at the start of  
27 a game, a player is offered the player-dealer position. Once the position is established, the other  
28 players compete against the player-dealer to make the best possible hand of cards. Although

1 specific language for each pai gow poker game varies by card room, the rules typically contain  
2 language stating either that the player-dealer position—and therefore the banking role— should  
3 be offered to other players after two hands, or rotated to other players after two hands. Defendants  
4 rely on the purported rotation of the player-dealer position and bank to attempt to distinguish the  
5 pai gow poker games they offer from those prohibited by California law. They are not materially  
6 distinguishable.

7 141. Card Room Defendants also offer other games that operate on the same basic  
8 player-dealer mechanics as blackjack, baccarat, and pai gow poker. These analogous games, such  
9 as “Three Card Poker,” “Ultimate Texas Hold’em,” and “Casino War”—like their more  
10 traditional counterparts—purport to make use of a player-dealer position, and their rules typically  
11 state that the player-dealer position should be offered or rotated to other players after two hands.  
12 Defendants rely on the purported rotation of the player-dealer position and bank to attempt to  
13 distinguish these games from those prohibited by California law. They are not materially  
14 distinguishable.

15 142. Defendants assert that their games are operated consistent with Penal Code Section  
16 330, various other statutes, regulations and “house rules” that appear to require rotation of the  
17 player-dealer position or to provide for TPPs, but no statute or regulation can be interpreted to  
18 allow for banked card games prohibited by the California Constitution. In practice, the card  
19 rooms and TPPs do not offer the games in compliance with the statutes and regulations upon  
20 which they rely. But even if they did, the games would still be illegal as prohibited by the  
21 California Constitution.

22 143. The Card Room Defendants identified in paragraphs 18-19, *supra*, offer or intend  
23 to offer specific card games purportedly pursuant to game rules posted by the Bureau of  
24 Gambling Control for such specific card games at <https://oag.ca.gov/gambling/cardroomlist#>.  
25 Those specific games are set forth in the First Amended Complaint filed by Agua Caliente Band  
26 of Cahuilla Indians, et al. in the consolidated case, 25cv000001, at Paragraphs 166 through 593  
27 and are incorporated herein by reference as if fully set further herein[1]. Plaintiffs allege that any  
28 and all card games, including each and all of the enumerated games, in which a player, TPP or

1 another entity takes all comers, pay all winners, and collect from all losers, are, by virtue of the  
2 foregoing characteristics, banked card games that violate state law, including Section 19 of  
3 Article IV of the California Constitution and the Penal Code. Plaintiffs further allege that to the  
4 extent the rules posted by the Bureau of Gambling Control for specific card games  
5 at <https://oag.ca.gov/gambling/cardroomlist#> allow for banked card games that violate state law,  
6 including Section 19 of Article IV of the California Constitution, such rules are null and void and  
7 have no legal effect.

8 144. Each of the Card Room Defendants identified in paragraphs 18–91, *supra*, has  
9 entered or intends to enter into a contractual relationship with one or more of the TPP Defendants  
10 identified in paragraphs 92–113, such that both contracting parties possess an illegal interest in  
11 the funds wagered, lost or won in the blackjack, baccarat, pai gow poker, and analogous games  
12 available for play by card room patrons.

13 145. Defendants’ illegal gaming has deprived Plaintiffs of at least \$18 million per year  
14 in gaming revenue, and likely more. Statewide, Defendants illegal gaming has deprived  
15 California tribes of hundreds of millions of dollars per year in gaming revenues and thousands of  
16 employment opportunities. Moreover, Defendants’ illegal activity has caused Plaintiffs to  
17 experience a loss of business and employment opportunities, market share, and goodwill in the  
18 marketplace. Because IGRA requires that tribes use gaming revenue to fund essential government  
19 services, the loss of gaming revenue caused by Defendants’ illegal gaming directly results in the  
20 underfunding of essential tribal governmental services including but not limited to tribal  
21 governmental operations, general welfare programs, housing programs, educational programs and  
22 scholarships, health care, environmental programs, fire protection and prevention, and law  
23 enforcement.

24  
25 **FIRST CAUSE OF ACTION**  
26 **Declaration that blackjack-style games are illegal banked games in violation of the**  
27 **California Constitution - Against All Defendants**  
28 **(Tribal Nations Access to Justice Act)**

146. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–145 as if  
fully set forth herein.

1 147. Blackjack-style games are banked games in which a player or entity takes on all  
2 comers, pays all winners, and collects from all losers.

3 148. Regardless of the superficial changes Card Room Defendants make to the rules or  
4 names of blackjack-style games, blackjack-style games retain the fundamental characteristics of a  
5 banked game.

6 149. Consistent with the type of banked games offered in Nevada and New Jersey  
7 casinos, in Defendants' blackjack-style games, a player or entity takes on all comers, pays all  
8 winners, and collects from all losers.

9 150. The TPP Defendants maintain and operate a bank by maintaining and occupying  
10 the player-dealer position in the blackjack-style games offered by the Card Room Defendants.

11 151. Consistent with the type of banked games offered in Nevada and New Jersey  
12 casinos, in Defendants' blackjack-style games, the player or entity banking the game is not  
13 limited to winning or losing only a fixed and limited wager during the pay of the game.  
14 Uncertainty over how much the payer or entity banking the game will win or lose is typical of a  
15 banked game.

16 152. Consistent with the type of banked games offered in Nevada and New Jersey  
17 casinos, Card Room Defendants and TPP Defendants possess an interest in the wagers made in  
18 Defendants' blackjack-style games. Given the contractual relationship between the parties, Card  
19 Room Defendants and TPP Defendants collectively operate to bank the games.

20 153. Thus, the blackjack-style games offered and operated by Defendants violate  
21 Section 19 of Article IV of the California Constitution.

22  
23 **SECOND CAUSE OF ACTION**  
24 **Declaration that blackjack-style games are illegal banked games in violation of the**  
25 **California Penal Code - Against All Defendants**  
26 **(Tribal Nations Access to Justice Act)**

27 154. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–153 as if  
28 fully set forth herein.

155. California Penal Code Section 330 prohibits the playing of “twenty-one” and “any  
banking or percentage game played with cards.”



1 164. TPP Defendants maintain and operate a bank by maintaining and occupying the  
2 player-dealer position in the baccarat-style games offered by Card Room Defendants.

3 165. Consistent with the type of banked games offered in Nevada and New Jersey  
4 casinos, in Defendants' baccarat-style games, the player or entity banking the game is not limited  
5 to winning or losing only a fixed and limited wager during the play of the game. Uncertainty over  
6 how much the player or entity banking the game will win or lose is typical of a banked game.

7 166. Consistent with the type of banked games offered in Nevada and New Jersey  
8 casinos, the purported player-dealer in Defendants' baccarat-style games does not play a hand of  
9 cards or make specific bets in the game. The purported player-dealer's only role in Defendants'  
10 baccarat-style games is to serve as a bank, paying winners and collecting from losers.

11 167. Consistent with the type of banked games offered in Nevada and New Jersey  
12 casinos, Card Room Defendants and TPP Defendants possess an interest in the wagers made in  
13 Defendants' baccarat-style games. Given the contractual relationship between the parties, Card  
14 Room Defendants and TPP Defendants collectively operate as a bank, paying winners and  
15 collecting from losers.

16 168. The baccarat-style games offered and operated by Defendants thus violate Section  
17 19 of Article IV of the California Constitution.

18  
19 **FOURTH CAUSE OF ACTION**

20 **Declaration that baccarat-style games are illegal banked games in violation of the California**  
21 **Penal Code - Against All Defendants**  
**(Tribal Nations Access to Justice Act)**

22 169. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–168 as if  
23 fully set forth herein.

24 170. California Penal Code Section 330 prohibits the playing of “any banking or  
25 percentage game played with cards.”

26 171. Baccarat-style games are banking games played with cards. Regardless of the  
27 superficial changes Card Room Defendants make to the rules and names of baccarat-style games,  
28 they remain banked games in which a player or entity takes on all comers, pays all winners, and

1 collects from all losers. TPP Defendants maintain and operate a bank by occupying the purported  
2 player-dealer position in the baccarat-style games offered by Card Room Defendants.

3 172. The baccarat-style games offered and operated by Defendants also violate Penal  
4 Code Sections 330 and 330.11 because the person or entity occupying the position is not a player-  
5 participant in the game, as required by Cal. Bus. & Prof. Code Section 19805(ag). The purported  
6 player-dealer does not play a hand of cards or make specific bets in the game. The purported  
7 player-dealer's only role in Defendants' baccarat-style games is to serve as a bank, paying  
8 winners and collecting from losers.

9 173. The baccarat-style games offered and operated by Defendants also violate Penal  
10 Code Sections 330 and 330.11 because the TPP or any other player occupying the purported  
11 player-dealer position wins or loses more than a fixed and limited wager during the play of the  
12 game, and because the purported player-dealer does not make an actual wager against any of the  
13 other players.

14 174. Thus, the baccarat-style games offered and operated by Defendants are illegal  
15 banked games under the California Penal Code.

#### 16 **FIFTH CAUSE OF ACTION**

#### 17 **Declaration that pai gow poker-style games are illegal banked games in violation of the** 18 **California Constitution - Against All Defendants** **(Tribal Nations Access to Justice Act)**

19 175. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–174 as if  
20 fully set forth herein.

21 176. Pai gow poker-style games are banked games in which a player or entity takes on  
22 all comers, pays all winners, and collects from all losers.

23 177. Regardless of the superficial changes Card Room Defendants make to the rules or  
24 names of pai gow poker-style games, they retain the fundamental characteristics of a banked  
25 game.

26 178. Consistent with the type of banked games offered in Nevada and New Jersey  
27 casinos, in Defendants' pai gow poker-style games, a player or entity takes on all comers, pays all  
28 winners, and collects from all losers.

1 179. TPP Defendants maintain and operate a bank by maintaining and occupying the  
2 player-dealer position in the pai gow poker-style games offered by Card Room Defendants.

3 180. Consistent with the type of banked games offered in Nevada and New Jersey  
4 casinos, in Defendants' pai gow poker-style games, the player or entity banking the game is not  
5 limited to winning or losing only a fixed and limited wager during the play of the game.  
6 Uncertainty over how much the player or entity banking the game will win or lose is typical of a  
7 banked game.

8 181. Consistent with the type of banked games offered in Nevada and New Jersey  
9 casinos, the purported player-dealer in Defendants' pai gow poker-style games does not play a  
10 hand of cards or make specific bets in the game. The purported player-dealer's only role in  
11 Defendants' pai gow poker-style games is to serve as a bank, paying winners and collecting from  
12 losers.

13 182. Consistent with the type of banked games offered in Nevada and New Jersey  
14 casinos, Card Room Defendants and TPP Defendants possess an interest in the wagers made in  
15 Defendants' pai gow poker-style games. Given the contractual relationship between the parties,  
16 Card Room Defendants and TPP Defendants collectively operate as bank, paying winners and  
17 collecting from losers.

18 183. Thus, the pai gow poker-style games offered and operated by Defendants thus  
19 violate Section 19 of Article IV of the California Constitution.

## 20 **SIXTH CAUSE OF ACTION**

### 21 **Declaration that pai gow poker-style games are illegal banked games in violation of the** 22 **California Penal Code Against All Defendants** 23 **(Tribal Nations Access to Justice Act)**

24 184. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–183 as if  
25 fully set forth herein.

26 185. California Penal Code Section 330 prohibits the playing of “any banking or  
27 percentage game played with cards.”  
28

1           186.   Pai gow poker-style games are banking games most commonly played with cards.  
2   Regardless of the superficial changes Card Room Defendants make to the rules and names of pai  
3   gow poker-style games, they remain banked games in which a player or entity takes on all  
4   comers, pays all winners, and collects from all losers. TPP Defendants maintain and operate a  
5   bank by occupying the purported player-dealer position in the pai gow poker-style games offered  
6   by Card Room Defendants.

7           187.   The pai gow poker-style games offered and operated by Defendants also violate  
8   Penal Code Sections 330 and 330.11 because they do not feature an actual player-dealer position  
9   because the person or entity occupying the position is not a player-participant in the game, as  
10   required by Cal. Bus. & Prof. Code Section 19805(ag). The purported player-dealer does not play  
11   a hand of cards or make specific bets in the game. The purported player-dealer's only role in  
12   Defendants' pai gow poker-style games is to serve as a bank, paying winners and collecting from  
13   losers.

14          188.   The pai gow poker-style games offered and operated by Defendants also violate  
15   Penal Code Sections 330 and 330.11 because the TPP or any other player occupying the  
16   purported player-dealer position wins or loses more than a fixed and limited wager during the  
17   play of the game, and because the purported player-dealer does not make an actual wager against  
18   any of the other players.

19          189.   Thus, the pai gow poker-style games offered and operated by Defendants are  
20   illegal banked games under the California Penal Code.

### 21                                   **SEVENTH CAUSE OF ACTION**

#### 22                   **Declaration that contractual relationships between TPP Defendants and Card Room** 23                   **Defendants creates an illegal interest in games - Against All Defendants**                       **(Tribal Nations Access to Justice Act)**

24          190.   Plaintiffs hereby incorporate by reference the allegations of paragraphs 1–189 as if  
25   fully set forth herein.

26          191.   California Business and Professions Code Section 19984(a) prohibits “[a]ny  
27   agreement, contract, or arrangement between a gambling enterprise and a third-party provider of  
28

1 proposition player services” wherein the gambling enterprise has “any interest, whether direct or  
2 indirect, in funds wagered, lost, or won.”

3 192. TPP Defendants enter into contracts with Card Room Defendants wherein the TPP  
4 pays the card room for the right to occupy the player-dealer position in blackjack, baccarat, pai  
5 gow poker, and analogous games. The only source of revenue TPPs possess to pay the card rooms  
6 pursuant to those contracts is the TPPs’ winnings from occupying the player-dealer position in  
7 those games.

8 193. Accordingly, Card Room Defendants have an unlawful interest in the funds  
9 wagered, lost, and won in the games they offer or operate where a TPP occupies the player-dealer  
10 position and banks the game.

11 194. The blackjack, baccarat, pai gow poker, and analogous games that give Card  
12 Room Defendants an interest in TPP Defendants’ winnings or losses are illegal games under  
13 California Business and Professions Code Section 19984.

#### 14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs seek judgment and remedies as follows:

16 1. For a declaration that the blackjack, baccarat, pai gow poker, and analogous games  
17 offered by Defendants violate Section 19 of Article IV of the California Constitution.

18 2. For a declaration that the blackjack, baccarat, pai gow poker, and analogous games  
19 offered by Defendants violate California Penal Code Sections 330 and 330.11.

20 3. For a declaration that the contractual relationships between the Card Room  
21 Defendants and the TPP Defendants violate California Business and Professions Code Section  
22 19984.

23 4. For injunctive relief sufficient to cause the cessation of Defendants’ offering of or  
24 participation in blackjack, baccarat, pai gow poker, and analogous games.

25 5. For this Court to retain continuing jurisdiction over this matter to enforce and  
26 otherwise ensure compliance with this Court’s declarations and orders.

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6. For such other and further relief as the Court deems just and proper.

Dated: April 23, 2025

FENNEMORE LLP

By:



Mark D. Epstein

FENNEMORE CRAIG, PC

Christopher Callahan (*pro hac vice*  
pending)

Emily Ward (*pro hac vice* pending)

CROWELL LAW OFFICE – TRIBAL  
ADVOCACY GROUP PLLC

Scott Crowell (*pro hac vice* pending)

Attorneys for Plaintiffs

Rincon Band of Luiseno Indians and Santa  
Ynez Band of Chumash Indians

1 **PROOF OF SERVICE**

2 ***RINCON BAND OF LUISENO MISSION INDIANS OF THE RINCON RESERVATION,***  
3 ***CALIFORNIA, a federally recognized Indian tribe, et al. v. PARKWEST BICYCLE CASINO,***  
4 ***LLC (D/B/A PARKWEST BICYCLE CASINO); et al.,***

5 **Sacramento Superior Court Lead Case No. 25CV000001**  
6 **(Consolidated with Case No. 25CV007594)**

7 I, Gwendolyn C. Cone, declare

8 At the time of service, I was over the age of 18 and not a party to this action. I am employed  
9 in the County of Alameda, State of California. My business address is 1111 Broadway, 24<sup>th</sup> Floor,  
10 Oakland, California 94607.

11 On April 23, 2025, I served the within document(s):

12 **FIRST AMENDED COMPLAINT**

13 ☒ **BY EMAIL OR ELECTRONIC TRANSMISSION:** By causing the document(s) listed  
14 above to be sent to the person(s) at the e-mail addresses listed in the service list. Electronic  
15 service address from which I served the document(s): gcone@fennemorelaw.com.

16 ☒ **BY MAIL:** By placing the document(s) listed above in a sealed envelope for collection  
17 and mailing following our ordinary business practices. I am readily familiar with this  
18 business' practice for collection and processing correspondence for mailing. On the same  
19 day that correspondence is placed for collection and mailing, it is deposited in the ordinary  
20 course of business with the United States Postal Service in a sealed envelope with postage  
21 fully prepaid at Oakland, California addressed as set forth in the service list.

22 on the interested parties in this action as follows:  
23  
24  
25  
26  
27  
28

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1		<i>Mike's Card Casino); Oaks Card Room Limited Partnership (d/b/a Oaks Card Club); Ocean's 11 Casino, LLC (d/b/a Ocean's Eleven Casino); Old Town Investments, Inc. (d/b/a Bankers Casino); Outlaws 101 LLC (d/b/a Outlaws Card Parlour); Palace Poker Casino, LLC (d/b/a Palace Poker Casino); Parkwest Bicycle Casino, LLC (d/b/a Parkwest Bicycle Casino); Parkwest Casino Manteca, LLC (d/b/a Parkwest Casino Manteca); Pinnacle Casino, LLC (d/b/a Player's Casino a.k.a Players Casino); Polvora, Inc. (d/b/a Ace &amp; Vine); Randy A. Yaple (d/b/a Blacksheep Casino Company); Richard Scott (d/b/a Casino Chico); Rogelio's Inc.; Sahara Dunes Casino, LP (d/b/a Lake Elsinore Hotel and Casino); Sidjon Corporation (d/b/a Livermore Casino); Stars Gaming Inc. (d/b/a Stars Casino); Stones South Bay Corporation (d/b/a Seven Mile Casino); Sutter's Place, Inc. (d/b/a Bay 101); The Nineteenth Hole (d/b/a Nineteenth Hole a.k.a The Nineteenth Hole Casino and Lounge); The River Cardroom, Inc. (d/b/a The River Card Room); The Silver F, Inc. (d/b/a Parkwest Casino Lotus); Veronica S. Chohrach (d/b/a Oceanview Casino); Waldemar Dreher (d/b/a Lake Bowl Cardroom); and Wizard Gamin, Inc. (d/b/a Diamond Jim's Casino)</i>
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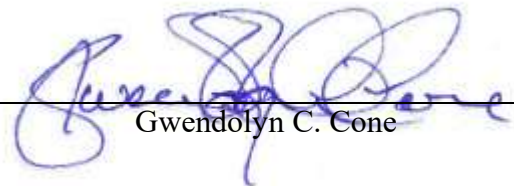
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36 I declare under penalty of perjury under the laws of the State of California that the above is  
37 true and correct.

38 Dated: April 23, 2025.

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