



CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY
REGULAR SCHEDULED MEETING

THIS MEETING WILL BE CONDUCTED IN PERSON, TELEPHONICALLY AND ELECTRONICALLY AT THE FOLLOWING:

**CITY OF HAWAIIAN GARDENS
ADMINISTRATION CONFERENCE ROOM
21815 PIONEER BOULEVARD
HAWAIIAN GARDENS, CA 90716**

TELECONFERENCE PHONE NUMBER: (669) 900-6833, 6476620089#

ELECTRONICALLY AT ZOOM MEETING ID: 647 662 0089

WEDNESDAY, January 8, 2025

11:00 A.M.

A G E N D A

1. CALL TO ORDER & ROLL CALL

Board Members: Francis De Leon Sanchez, Vice Chair - *Bell Gardens*
Hugo Argumedo, Secretary – *Commerce*
Emma Sharif, Chair – *Compton*
Martin Fuentes, Treasurer – *Cudahy*
Victor Farfan, Member – *Hawaiian Gardens*

2. APPROVAL OF AGENDA

3. PUBLIC PARTICIPATION

Public participation is now open. The members of the audience now have the right to speak on agenda items and any item under the jurisdiction of the Authority. This period will be limited to thirty minutes, with no more than three minutes for each speaker. Anyone desiring to speak during the public comment period must submit an email request juan@sixheron.com, or to the Authority Secretary via Zoom prior to the close of public participation. Due to policy and Brown Act requirements, action will not be taken on any issues not on the Agenda.

Please state your name and address clearly.

4. NEW BUSINESS – OPEN SESSION

4-1. Consideration and Possible Action to approve the Minutes of the December 11, 2024 Regular Meeting of the Board.

4-2. Consideration and Possible Action to receive and file Financial Summary and Warrant Register dated January 8, 2025.

4-3. Status Update & Report from California Advocacy, LLC with respect to legislative matters.

4-4. Discussion and Possible Direction regarding Agua Caliente Band of Cahuilla Indians et al. v Parkwest Bicycle Casino et al. Case No. 25CV000001.

4-5. Consideration and Possible Action on legislative & regulatory matters.

4-6. Consideration and Possible Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Ratifying the Adoption of the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement at the Special Meeting of the Authority on January 22, 2020.

5. OTHER MATTERS AND REPORTS

5-1. General Counsel's Report

Pursuant to Government Code § 54954.2 (a)(3) – A report to the Board of Directors and the public on General Counsel's activities, including compliance efforts, approval of contracts as to form, receipt of notices, and requests to place matters on subsequent agendas (excluding any matters qualifying for closed session consideration).

5-2. Executive Director's Report

6. NEW BUSINESS - CLOSED SESSION

6-1. Pursuant to Government Code § 54957(b)(1)

- Public Employee Performance/Evaluation (Executive Director)

6-2. Pursuant to Government Code § 54957.6(a)

- Conference with Labor Negotiators
 - Agency's Designated Representatives: Stephanie Arechiga, General Counsel
 - Unrepresented Employee: Executive Director

7. FUTURE AGENDA ITEMS

8. CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Member Farfan (Hawaiian Gardens)

Treasurer Fuentes (Cudahy)

Secretary Argumedo (Commerce)

Vice Chair De Leon Sanchez (Bell Gardens)

Chair Sharif (Compton)

9. ADJOURNMENT

The next regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held February 12, 2025 in the City of Bell Gardens.



ITEM 4-1

CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY

REGULAR SCHEDULED MEETING

**CITY OF CUDAHY
COUNCIL CHAMBERS / BEDWELL HALL
5240 SANTA ANA STREET
CUDAHY, CA 90201**

TELECONFERENCE PHONE NUMBER: (669) 900-6833, 6476620089#

ELECTRONICALLY AT ZOOM MEETING ID: 647 662 0089

WEDNESDAY, DECEMBER 11, 2024

11:16 AM

MINUTES

1. CALL TO ORDER & ROLL CALL

Chair Sharif called the meeting to order at 11:16 am and performed a roll call. Quorum was established under the following participation:

- Emma Sharif, *Chair – Compton*
- Francis De Leon Sanches, *Vice Chair – Bell Gardens*
- Hugo Argumedo, *Secretary – Commerce*
- Martin Fuentes, *Treasurer – Cudahy*
- Victor Farfan, *Member – Hawaiian Gardens (Arrived 11:22 am)*

2. APPROVAL OF AGENDA

Vice Chair De Leon Sanchez moved and Secretary Argumedo seconded to approve the agenda as posted and presented.

The motion was approved by the following vote:

Bell Gardens Yes

Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Absent

3. PUBLIC PARTICIPATION

The following individuals were present during the meeting: Adrian De Leon, Gisselle Delgado and Juan Garza participated in person. Gary Townsend, Joy Harn and Marvin Pineda participated via Zoom.

No comments were provided by members of the public.

4. NEW BUSINESS – OPEN SESSION

4-1. Consideration and possible action to approve the Minutes of the November 13, 2024 Regular Meeting of the Board.

Secretary Argumedo moved and Vice Chair De Leon Sanchez seconded to approve the Minutes.

The motion was approved by the following vote:

Bell Gardens	Abstain
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Absent

4-2. Consideration and possible action to receive and file Financial Summary and Warrant Register dated December 11, 2024.

Executive Director Garza provided an overview of the JPA's balance sheet, list of invoices, and revenue/expenditure report.

Secretary Argumedo moved and Vice Chair De Leon Sanchez seconded to receive and file the Financial Summary and Warrant Register, as presented.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes

Cudahy	Yes
Hawaiian Gardens	Yes

4-3. Status update & report from California Advocacy, LLC with respect to legislative matters.

Mr. Pineda reported on the Attorney General's ongoing efforts to propose new regulations for various games played in our cardrooms. It is anticipated that any new related regulations could take until 2027 for implementation, not including anticipated legal challenges.

Finally, a 2026 ballot initiative on gaming is anticipated.

Member Farfan moved and Vice Chair De Leon Sanchez seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

4-4. Consideration and possible action on legislative & regulatory matters.

None.

4-5. Consideration and possible action on the California Bureau of Gambling Control's Standardized Regulatory Impact Assessment of Proposed Player-Dealer Rotation and Blackjack Regulations.

Executive Director Garza reported he spoke with our cardrooms on this matter and that in reading the assessment from the Bureau's office, it was universally found to be severely lacking in specificity on impacts to multiple parties, especially our member cities. The State of California Department of Finance officially concurred with these findings as well and noted a need to conduct the analysis with more specificity, and the JPA will be submitting an official letter reflecting this sentiment to the Bureau's office as well.

The board framed the potential establishment of an Ad Hoc Committee of the Board on this topic.

Member Farfan moved and Vice Chair De Leon Sanchez seconded to submit a position letter when appropriate, and to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

4-6. Consideration and possible action to receive and file Board Meeting Dates for Calendar Year 2025.

Executive Director Garza proposed 2025 Board meeting dates per JPA policy of them taking place on the second Wednesday of every month at 11 am, as well as to solicit initial feedback on potential conflicts with other events in 2025.

The Board reviewed and did not identify conflicts for the dates proposed for calendar year 2025.

Vice Chair De Leon Sanchez moved and Secretary Argumedo seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

5. OTHER MATTERS AND REPORTS

5-1. Report of General Counsel

Assistant General Counsel De Leon reported that the evaluation of the Executive Director would take place during next month's regular meeting of the board. He also reported it was anticipated that the JPA membership expansion ad hoc committee would most likely be meeting next week.

5-2. Executive Director Report/Summary

Executive Director Garza reported on:

- 1) Membership expansion update.
- 2) Upcoming Preview of 2025 Gaming-Related Efforts: Judicial (SB 549-related lawsuit, Legislative (anticipated annual-proposed legislation), Regulatory (AG's Proposed Regulations), Anticipated Public Initiative
- 3) JPA Holiday Party – Upcoming December 16

Vice Chair De Leon Sanchez moved and Member Farfan seconded to receive and file the report.

The motion was approved by the following vote:

Bell Gardens	Yes
Commerce	Yes
Compton	Yes
Cudahy	Yes
Hawaiian Gardens	Yes

6. OTHER MATTERS AND REPORTS

6-1. None

7. FUTURE AGENDA ITEMS

None.

8. CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Member Farfan (Hawaiian Gardens)

Secretary Argumedo (Commerce)

Treasurer Fuentes (Cudahy)

Vice Chair De Leon Sanchez (Bell Gardens)

Chair Sharif (Compton)

9. ADJOURNMENT (11:49 AM)

At 11:49 am, Chair Sharif adjourned the meeting to the next regular meeting of the board of the California Cities for Self-Reliance Joint Powers Authority to be held on January 8, 2025 in the City of Hawaiian Gardens.

Emma Sharif, Chair

ATTEST:

Hugo Argumedo, Secretary



**CALIFORNIA CITIES FOR SELF-RELIANCE
JOINT POWERS AUTHORITY**

**WARRANT REPORT AND FINANCIAL
SUMMARY – DECEMBER 2024**

WEDNESDAY, JANUARY 8, 2024.

BALANCE SHEET

1/8/2025 JPA Meeting

Page: 1

1/7/2025

4:28 pm

City of Hawaiian Gardens

As of: 12/31/2024

Balances

Fund: 50 - CA CITIES FOR SELF RELIANCE

Assets

1000.0000 CASH

223,287.34

Total Assets

223,287.34

Liabilities

2100.0000 ACCOUNTS PAYABLE

16,335.00

Total Liabilities

16,335.00

Reserves/Balances

2900.0000 FUND BALANCE-UNASSIGNED

117,659.69

2920.0000 CHANGE IN FUND BALANCE

89,292.65

Total Reserves/Balances

206,952.34

Total Liabilities & Balances

223,287.34

Edit List of Invoices - Summary

1/8/2025 JPA Meeting

Date: 01/07/2025

Time: 4:26 pm

Page: 1

City of Hawaiian Gardens

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
180808	HUGO ARGUMEDO	2024-12-11	12/11/2024		12/11/2024	12.11.24 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
180809	VICTOR FARFAN	2024-12-11	12/11/2024		12/11/2024	12.11.24 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
180810	MARTIN U FUENTES	2024-12-11	12/11/2024		12/11/2024	12.11.24 MTG STIPEND	125.00
						Vendor Total:	<u>125.00</u>
180811	JUAN GARZA	2024-12-31	12/31/2024		12/31/2024	DEC 2024 SALARY	6,744.00
						Vendor Total:	<u>6,744.00</u>
180812	OLIVAREZ MADRUGA LAW	26698	12/31/2024		12/31/2024	DEC 2024 SVCS - GENERAL	1,220.00
180813	OLIVAREZ MADRUGA LAW	26699	12/31/2024		12/31/2024	DEC 2024 SVCS - BOARD MEETIN	580.00
						Vendor Total:	<u>1,800.00</u>
180814	EVELYN PINEDA	2025-01-02	12/31/2024		01/02/2025	DEC 2024 SVCS	6,666.00
						Vendor Total:	<u>6,666.00</u>
180815	FRANCIS DE LEON SANCHEZ	2024-12-11	12/11/2024		12/11/2024	12.11.24 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
180816	EMMA SHARIF	2024-12-11	12/11/2024		12/11/2024	12.11.24 MTG STIPEND	250.00
						Vendor Total:	<u>250.00</u>
Grand Total:							16,335.00
Less Credit Memos:							<u>0.00</u>
Net Total:							16,335.00
Less Hand Check Total:							<u>0.00</u>
Outstanding Invoice Total:							16,335.00
Total Invoices: 9							

REVENUE/EXPENDITURE REPORT
1/8/2025 JPA Meeting

City of Hawaiian Gardens

For the Period: 7/1/2024 to 12/31/2024

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 50 - CA CITIES FOR SELF RELIANCE							
Revenues							
Function:							
Dept: 0000 ASSETS							
Acct Class: REV REVENUE							
3742.0050 JPA MEMBERSHIP FUNDING	157,500.00	157,500.00	157,500.00	0.00	0.00	0.00	100.0
3742.0052 CASINO DONATIONS	70,000.00	70,000.00	35,000.00	0.00	0.00	35,000.00	50.0
REVENUE	227,500.00	227,500.00	192,500.00	0.00	0.00	35,000.00	84.6
ASSETS	227,500.00	227,500.00	192,500.00	0.00	0.00	35,000.00	84.6
Function:	227,500.00	227,500.00	192,500.00	0.00	0.00	35,000.00	84.6
Revenues	227,500.00	227,500.00	192,500.00	0.00	0.00	35,000.00	84.6
Expenditures							
Function:							
Dept: 4908 JOINT POWERS AUTHORITY							
Acct Class: OPER OPERATING COSTS							
4200.0050 CONTRACT SVC-EX DIR JPA	80,925.00	80,925.00	40,464.00	6,744.00	0.00	40,461.00	50.0
4200.0052 COMMUNICATIONS	14,400.00	14,400.00	0.00	0.00	0.00	14,400.00	0.0
4202.0000 AUDIT SERVICES	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.0
4210.0000 TRAVEL & MEETINGS	0.00	0.00	1,117.48	0.00	0.00	-1,117.48	0.0
4211.0000 MEETING STIPENDS	17,250.00	17,250.00	7,250.00	1,125.00	0.00	10,000.00	42.0
4213.0000 OTHER OPERATING COSTS	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
4250.0001 LEGISLATIVE ADVOCATE/JPA	80,000.00	80,000.00	39,996.00	6,666.00	0.00	40,004.00	50.0
4252.0000 SPECIAL COUNSEL - CONTRACT	19,425.00	19,425.00	14,379.87	1,800.00	0.00	5,045.13	74.0
OPERATING COSTS	227,500.00	227,500.00	103,207.35	16,335.00	0.00	124,292.65	45.4
JOINT POWERS AUTHORITY	227,500.00	227,500.00	103,207.35	16,335.00	0.00	124,292.65	45.4
Function:	227,500.00	227,500.00	103,207.35	16,335.00	0.00	124,292.65	45.4
Expenditures	227,500.00	227,500.00	103,207.35	16,335.00	0.00	124,292.65	45.4
Grand Total Net Effect:	0.00	0.00	89,292.65	-16,335.00	0.00	-89,292.65	



11079th Street, Suite 420,

Sacramento, CA 95814

Phone:(916) 869- 3685

www.CaliforniaAdvocacy.com

January 8, 02025

California Update: Agenda

1. SB 549 – Litigation
2. California Attorney General – Cardroom Regulations
3. Trial Ballot Initiative 2026



TO: Honorable Chair and Members of the Governing Board
FROM: Stephanie A. Arechiga, General Counsel
SUBJECT: **Consideration and Possible Direction Regarding Agua Caliente Band of Cahuilla Indians et al. v Parkwest Bicycle Casino et al.**
DATE: January 8, 2025

RECOMMENDATION

The Members of the California Cities for Self-Reliance Joint Powers Authority (“Authority”) are recommended to discuss and if required, provide direction regarding the Agua Caliente Band of Cahuilla Indians et al. v Parkwest Bicycle Casino et al.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On January 2, 2025, pursuant to the Tribal Nations Access to Justice Act (SB 549), seven California tribes filed a lawsuit against approximately 80 cardrooms across the state. The tribes allege that the cardrooms are illegally offering "banked" games, a practice they claim infringes upon their exclusive gaming rights under California law and tribal compacts. The tribes seek injunctive relief to address the gaming activities in question and uphold the protections of their exclusivity.

FISCAL IMPACT

There is currently no fiscal impact on the Authority’s budget associated with the discussion of the matter.

ATTACHMENT

1. Copy of Agua Caliente Band of Cahuilla Indians et al. v Parkwest Bicycle Casino et al. Complaint

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 2 ELLIOT R. PETERS - # 158708
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 3 R. ADAM LAURIDSEN - # 243780
 alauridsen@keker.com
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ELECTRONICALLY FILED
 Superior Court of California
 County of Sacramento
 01/02/2025
 By: L. Baldwin Deputy

8 Attorneys for Plaintiffs

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SACRAMENTO

11 AGUA CALIENTE BAND OF CAHUILLA
 12 INDIANS; BARONA BAND OF MISSION
 INDIANS; PECHANGA BAND OF
 13 INDIANS; SYCUAN BAND OF THE
 KUMEYAAY NATION; VIEJAS BAND OF
 14 KUMEYAAY INDIANS; YOCHA DEHE
 WINTUN NATION; YUHA AVIATAM OF
 15 SAN MANUEL NATION,

16 Plaintiffs,

17 v.

18 PARKWEST BICYCLE CASINO; 500 CLUB
 CASINO; ACE & VINE; ACME PLAYER
 19 SERVICES, LLC; ARISE, LLC; ARTICHOKE
 JOE’S CASINO; THE AVIATOR CASINO;
 20 BANKERS CASINO; BAY 101;
 BLACKSHEEP CASINO COMPANY;
 21 BLACKSTONE GAMING, LLC;
 CALIFORNIA CLUB CASINO;
 22 CALIFORNIA GRAND CASINO; CALPROP
 SERVICES, LLC; CAMEO CLUB; CAPITOL
 23 CASINO; CASINO 99; CASINO CHICO;
 CASINO CLUB; CASINO M8TRIX; CASINO
 24 MARYSVILLE; CASINO MERCED;
 CASINO ROYALE; CENTRAL COAST
 25 CASINO; CERTIFIED NETWORK M, INC.;
 CLUB ONE CASINO; COMMERCE
 26 CASINO; CRYSTAL PARK CASINO (A.K.A.
 CRYSTAL CASINO); THE DEUCE
 27 LOUNGE & CASINO; DIAMOND JIM’S
 CASINO; EMPIRE SPORTSMEN’S
 28 ASSOCIATION; EPOCH CASINO; F2 TPS,
 LLC; FAROS UNLIMITED, INC.; FORTUNE
 GAMING ASSOCIATES; FORTUNE

Case No. **25CV000001**

COMPLAINT

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

1 PLAYERS GROUP, INC.; THE GARDENS
2 CASINO (A.K.A HAWAIIAN GARDENS
3 CASINO); GARLIC CITY CLUB; GLOBAL
4 PLAYER SERVICES, INC.; GOLDEN
5 STATE CASINO; GOLDEN VALLEY
6 CASINO; GOLDEN WEST CASINO;
7 HACIENDA CASINO; HALCYON GAMING,
8 LLC; HOLLYWOOD PARK CASINO;
9 HOTEL DEL RIO & CASINO; HUSTLER
10 CASINO; THE INDEPENDENT; JALISCO
11 POOL ROOM; KB VENTURES; KBCH
12 CONSULTANTS, INC.; KINGS CARD
13 CLUB; KNIGHTED VENTURES, LLC; L.E.
14 GAMING, INC.; LA PRIMAVERA POOL
15 HALL & CAFE; LAKE BOWL CARDROOM;
16 LAKE ELSINORE CASINO; LARRY
17 FLYNT'S LUCKY LADY CASINO;
18 LIMELIGHT CARD ROOM; LIVERMORE
19 CASINO; LUCKY CHANCES CASINO;
20 MARINA CLUB; MIKE'S CARD CASINO;
21 NAPA VALLEY CASINO; NETWORK
22 MANAGEMENT GROUP, INC.; THE
23 NINETEENTH HOLE CASINO AND
LOUNGE; OAKS CARD CLUB; OCEAN'S
ELEVEN CASINO; OCEANA CARDROOM;
OCEANVIEW CASINO; OUTLAWS CARD
PARLOUR; PACIFIC GAMING SERVICES,
LLC; PALACE POKER CASINO;
PARKWEST CASINO 580; PARKWEST
CASINO CORDOVA; PARKWEST CASINO
LODI; PARKWEST CASINO LOTUS;
PARKWEST CASINO MANTECA;
PARKWEST CASINO SONOMA;
PINNACLE CASINO; PLAYER'S CASINO;
PLAYERS EDGE SERVICES;
PROGRESSIVE GAMING, LLC;
QUALIFIED PLAYER SERVICES, LLC;
RACXX; THE RIVER CARD ROOM;
ROGELIO'S INC.; THE SALOON AT
STONES GAMBLING HALL; SEVEN MILE
CASINO; STARS CASINO; THE TAVERN
AT STONES GAMBLING HALL; TOWERS
CASINO; TRES LOUNGE AND CASINO;
TURLOCK POKER ROOM; WAHBA, LLC;
WESTLANE CARD ROOM,

24 Defendants.

25
26
27
28

1 Plaintiffs Agua Caliente Band of Cahuilla Indians; Barona Band of Mission Indians;
2 Pechanga Band of Indians; Sycuan Band of the Kumeyaay Nation; Viejas Band of Kumeyaay
3 Indians; Yocha Dehe Wintun Nation; and Yuhaaviatam of San Manuel Nation (collectively,
4 “Plaintiffs”) for their Complaint against Defendants Parkwest Bicycle Casino; 500 Club Casino;
5 Ace & Vine; Acme Player Services, LLC; Arise, LLC; Artichoke Joe’s Casino; The Aviator
6 Casino; Bankers Casino; Bay 101; Blacksheep Casino Company; Blackstone Gaming, LLC;
7 California Club Casino; California Grand Casino; CalProp Services, LLC; Cameo Club; Capitol
8 Casino; Casino 99; Casino Chico; Casino Club; Casino M8trix; Casino Marysville; Casino
9 Merced; Casino Royale; Central Coast Casino; Certified Network M, Inc.; Club One Casino;
10 Commerce Casino; Crystal Park Casino (a.k.a. Crystal Casino); The Deuce Lounge & Casino;
11 Diamond Jim’s Casino; Empire Sportsmen’s Association; Epoch Casino; F2 TPS, LLC; Faros
12 Unlimited, Inc.; Fortune Gaming Associates; Fortune Players Group, Inc.; The Gardens Casino
13 (a.k.a. Hawaiian Gardens Casino); Garlic City Club; Global Player Services, Inc.; Golden State
14 Casino; Golden Valley Casino; Golden West Casino; Hacienda Casino; Halcyon Gaming, LLC;
15 Hollywood Park Casino; Hotel Del Rio & Casino; Hustler Casino; The Independent; Jalisco Pool
16 Room; KB Ventures; KBCH Consultants, Inc.; Kings Card Club; Knighted Ventures, LLC; L.E.
17 Gaming, Inc.; La Primavera Pool Hall & Cafe; Lake Bowl Cardroom; Lake Elsinore Casino;
18 Larry Flynt’s Lucky Lady Casino; Limelight Card Room; Livermore Casino; Lucky Chances
19 Casino; Marina Club; Mike’s Card Casino; Napa Valley Casino; Network Management Group,
20 Inc.; The Nineteenth Hole Casino and Lounge; Oaks Card Club; Ocean’s Eleven Casino; Oceana
21 Cardroom; Oceanview Casino; Outlaws Card Parlour; Pacific Gaming Services, LLC; Palace
22 Poker Casino; Parkwest Casino 580; Parkwest Casino Cordova; Parkwest Casino Lodi; Parkwest
23 Casino Lotus; Parkwest Casino Manteca; Parkwest Casino Sonoma; Pinnacle Casino; Player’s
24 Casino; Players Edge Services; Progressive Gaming, LLC; Qualified Player Services, LLC;
25 Racxx; The River Card Room; Rogelio’s Inc.; The Saloon at Stones Gambling Hall; Seven Mile
26 Casino; Stars Casino; The Tavern at Stones Gambling Hall; Towers Casino; Tres Lounge and
27 Casino; Turlock Poker Room; Wahba, LLC; and Westlane Card Room (collectively,
28 “Defendants”), hereby state and allege as follows:

1 **INTRODUCTION**

2 1. Defendants brazenly profit from illegal gambling. California law prohibits card
3 rooms from offering “banked” casino games—such as blackjack, baccarat, and pai gow—where
4 an entity with an odds-based advantage takes on all comers, pays all winners, and collects from
5 all losers. Under tribal-state compacts, California Indian tribes have bargained with the State
6 (and pay) for a gaming system that facilitates their exclusive right to offer such banked games
7 within California. But for years, California card rooms and their partner third-party proposition
8 players have ignored the law and refused to recognize tribes’ exclusive rights. Instead, they have
9 reaped illegal windfalls by offering banked games that are barred by the California Constitution,
10 California Penal Code, and relevant judicial decisions. Plaintiffs bring this lawsuit under the
11 recently enacted Tribal Nations Access to Justice Act to stop Defendants’ exploitative abuses.

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

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

1 4. In 1984, California voters amended the state Constitution to enshrine California’s
2 longstanding prohibition on banked games. The amended language states that “[t]he Legislature
3 has no power to authorize, and shall prohibit, casinos of the type currently operating in Nevada
4 and New Jersey.” (Cal. Const., art. IV, § 19, subd. (e).) The California Supreme Court has
5 explained that a casino of “the type . . . operating in Nevada and New Jersey” includes “banked
6 table games[.]” (*Hotel Employees, supra*, 21 Cal.4th at p. 605.) The Supreme Court also
7 underscored that illegal banked games include those “banked by someone other than the owner of
8 the gambling facility.” (*Id.* at pp. 607–08.)

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

17 6. First, California card rooms have adopted game rules that purport to rotate the
18 banking position from player to player, claiming that this prevents any single entity from banking
19 the game (as occurs in Nevada and New Jersey casinos). But most of the game rules, either as
20 written or by card room interpretation, do not require actual rotation of the bank—merely the
21 offering of it. Thus, a single player may bank the game uninterrupted, just as in Nevada and New
22 Jersey style banked games, when no other player accepts an offer to bank. Although a minority
23 of California card room game rules provide that the banking position must actually rotate from
24 player to player and that the game should be “broken” (stopped) if it does not, card rooms have
25 rendered these requirements meaningless by immediately restarting play after the bank fails to
26 rotate or by simply ignoring the requirements entirely. The effect is to allow a single player to
27 bank the game uninterrupted, just as the house would in a Nevada or New Jersey casino.

28

1 7. Second, card rooms have entered relationships with entities known as third-party
2 proposition players (“TPPs”), who pay the card rooms substantially for the right to assume the
3 banking position (and its superior odds) in blackjack, baccarat, pai gow, and analogous games.
4 Although use of TPPs is not per se illegal under California law, when combined with the card
5 rooms’ refusal and failure to rotate the bank from player-to-player, the TPP becomes a de facto
6 house bank, “the ultimate source and repository of funds dwarfing that of all other participants in
7 the game.” (*Sullivan v. Fox* (1987) 189 Cal.App.3d 673, 679.) Additionally, in contrast to the
8 players, who wager a fixed amount, TPPs typically do not make wagers at all, but rather take on
9 the role of paying out all the wins and losses, whatever they may be—in other words, taking on
10 the traditional role of the bank found in a Nevada or New Jersey casino and rendering the games
11 banked games.

12 8. When the concept of a TPP was initially created, California card rooms typically
13 paid TPPs for providing that service. Now, with TPPs raking in vast profits from illegally
14 banking the games, TPPs pay card rooms for the right to assume the lucrative player-dealer
15 position. TPPs have also assumed other responsibilities typically associated with the house
16 besides banking, including providing surveillance equipment to monitor games in card rooms and
17 funding advertising of card room facilities. The contractual relationships between TPPs and card
18 rooms create strong financial incentives for both to ensure that the banking position never rotates
19 away from the TPPs. And, because TPPs’ revenues are entirely derived from their winnings in
20 card rooms’ banked games, the TPP contractual payments to card rooms—which have ballooned
21 to millions of dollars annually for larger card rooms—give those card rooms an obvious interest
22 in the illegal gambling occurring at their tables. The inextricable relationship between TPPs and
23 California card rooms eviscerates any purported distinction between the role of those partnered
24 entities and the “house” at Nevada and New Jersey casinos.

25 9. In short, by using well-funded TPPs to ensure liquidity for games and by refusing
26 and failing to comply with legal requirements that the banking position must rotate away from the
27 seat held by the TPPs, card rooms have created gaming experiences that are indistinguishable
28 from banked games in Nevada or New Jersey casinos. When a player sits down to play

1 blackjack, baccarat, pai gow, or another similar game in a California card room, there is a single
2 entity consistently ready to pay out all winnings and collect all losses. California card rooms
3 have not been bashful in advertising that fact, with several rooms prominently advertising
4 “Vegas-style” gaming.

5 10. Under the California Constitution, the California Penal Code, and well-established
6 authority, California card rooms have no right to offer banked games and violate the rights of
7 California Indian tribes by doing so. The Court should declare that these games are illegal under
8 California law and enjoin Defendants from offering and profiting from them.

9 **NATURE OF ACTION**

10 11. The Tribal Nations Access to Justice Act, introduced as S.B. 549, took effect on
11 January 1, 2025. The stated purpose of the Act, which adds a second chapter to Title 16 of the
12 Government Code, is:

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

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

19 12. The Act authorizes any California Indian tribes that are “party to a current ratified
20 tribal-state gaming compact” to “bring an action in superior court, filed solely against licensed
21 gambling enterprises and third-party providers of proposition player services[.]” (*Ibid.*) The
22 Tribal plaintiffs may seek:

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

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

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

3 13. The California Legislature’s intent with the Act is clear: It “allows California’s
4 Native American gaming tribes to ask the judiciary to resolve the longstanding dispute over
5 whether certain controlled games operated by California card clubs are illegal banking card
6 games and whether they infringe upon tribal gaming rights.” (Assem. Com. on Appropriations,
7 Analysis of Sen. Bill 549 (2023-2024 Reg. Sess.), Aug. 7, 2024, p. 2.) The Act provides an
8 avenue for Tribal plaintiffs to “file suit against cardrooms and other gambling enterprises to
9 litigate the legality of the games they play.” (Third Reading of Sen. Bill 549 (2023-2024 Reg.
10 Sess.), Aug. 19, 2024, p. 3.)

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

16 15. Any lawsuit brought pursuant to the Act must be filed “no later than April 1, 2025,
17 in the Superior Court of California, County of Sacramento.” (Gov. Code, § 98020, subd. (d).) If
18 multiple actions are commenced under the Act, “they shall be consolidated for all purposes,
19 including trial to avoid the risk of inconsistent declarations.” (Gov. Code, § 98020, subd. (e).)

20 **PARTIES**

21 16. Plaintiff Agua Caliente Band of Cahuilla Indians (“Agua Caliente”) exercises
22 sovereign powers of self-governance and jurisdiction over the Agua Caliente Indian Reservation,
23 which was set aside by Executive Orders in 1876 and 1877. Large portions of the cities of Palm
24 Springs, Cathedral City, and Rancho Mirage lie within the Agua Caliente Indian Reservation
25 which is located within Riverside County, California. In addition to generating economic activity
26 on its Reservation via non-gaming related activities, Agua Caliente operates three casinos (Agua
27 Caliente Casino – Palm Springs, Agua Caliente Casino – Rancho Mirage, and Agua Caliente
28 Casino – Cathedral City) pursuant to the terms of its 2016 Tribal-State Compact with the State of

1 California, which expressly acknowledges that the Tribe and the State “recognize that Indian
2 tribes in California have the exclusive right to operate Gaming Devices and banking or
3 percentage card games” (Aug. 4, 2016 Tribal-State Compact Between the State of
4 California and the Agua Caliente Band of Cahuilla Indians (“Agua Caliente Compact”) at Sec.
5 4.8.)

6 17. Plaintiff Barona Band of Mission Indians (“Barona”), known formally as the
7 Barona Group of the Capitan Grande Band of Mission Indians of the Barona Reservation,
8 California, is a federally recognized Indian tribe. Barona was forced from its ancestral lands
9 when the United States government sold its reservation to the City of San Diego for a reservoir.
10 The Barona group pooled the funds received for its reservation and relocated to its current
11 reservation in Lakeside, California in 1932. Barona owns and operates the Barona Resort &
12 Casino pursuant to the Tribe’s 2016 compact, which states that “the State and the Tribe recognize
13 that the exclusive rights that the Tribe will enjoy under this Tribal-State Compact Between the
14 State of California and the Barona Band of Mission Indians (Compact) create a unique
15 opportunity for the Tribe to operate a Gaming Facility in an economic environment free of
16 competition from the operation of slot machines and banked card games on non-Indian lands in
17 California and that this unique economic environment is of great value to the Tribe[.]” (June 22,
18 2016 Tribal-State Compact Between the State of California and the Barona Band of Mission
19 Indians, Preamble at 1.)

20 18. Plaintiff Pechanga Band of Indians (“Pechanga”) is a federally recognized Indian
21 tribe. In 1875, members of the Tribe were evicted from their homes in the Temecula Valley. In
22 1882, the United States established the Pechanga Indian Reservation by Executive Order, and
23 formally recognized the Tribe’s sovereignty and land-base. Pechanga operates the Pechanga
24 Resort Casino in Temecula, California, pursuant to its 2016 compact with the State of California.
25 The compact provides that “the State and the Tribe recognize that the exclusive rights the Tribe
26 enjoys under this Compact provide a unique opportunity for the Tribe to operate its Gaming
27 Facility in a market free of competition from the operation of slot machines and banked card
28 games on non-Indian lands in California and that this exclusive environment is of great value to

1 the Tribe[.]” (Aug. 4, 2016 Tribal-State Compact Between the State of California and the
2 Pechanga Band of Luiseño Indians (“Pechanga Compact”), Preamble at 2.)

3 19. Plaintiff Sycuan Band of the Kumeyaay Nation (“Sycuan”) is a federally
4 recognized tribe and a sovereign Indian nation, that was officially recognized by Executive Order
5 of Ulysses S. Grant in 1875, and whose reservation is located in El Cajon, California. Sycuan
6 operates the Sycuan Casino Resort pursuant to its 2015 compact with the State of California. The
7 Sycuan Band’s compact provides that “the State and the Tribe recognize that the exclusive rights
8 that the Tribe will enjoy under this Tribal-State Compact . . . create[s] a unique opportunity for
9 the Tribe to operate a Gaming Facility in an economic environment free of competition from the
10 operation of slot machines and banked card games on non-Indian lands in California and that this
11 unique environment is of great value to the Tribe[.]” (Sept. 2, 2015 Tribal-State Compact
12 Between the State of California and the Sycuan Band of the Kumeyaay Nation, Preamble at 1.)

13 20. Plaintiff Viejas Band of Kumeyaay Indians (“Viejas”) is a sovereign Indian nation,
14 officially recognized by the United States, with its reservation located in Alpine, California.
15 Viejas operates the Viejas Casino & Resort pursuant to the 2016 compact with the State of
16 California. The compact provides that “the State and the Tribe recognize that the exclusive rights
17 that the Tribe . . . enjoy[s] under” it “create a unique opportunity for the Tribe to operate a
18 Gaming Facility in an economic environment free of competition from the operation of slot
19 machines and banked card games on non-Indian lands in California and that this unique economic
20 environment is of great value to the Tribe[.]” (June 28, 2016 Tribal-State Compact Between the
21 State of California and the Viejas Band of Kumeyaay Indians, Preamble at 1.)

22 21. Plaintiff Yocha Dehe Wintun Nation (“Yocha Dehe”) is a sovereign Indian nation,
23 recognized by the United States. In 1907, the Tribe was forced from its villages and onto a
24 federally created rancheria in the town of Rumsey, California. In 1939, the Tribe moved further
25 south into the Capay Valley (Yolo County), onto land held in trust by the United States for the
26 Tribe’s use and benefit. Yocha Dehe remains on this trust land today. In addition to generating
27 economic activity on its Reservation via non-gaming related activities, Yocha Dehe operates the
28 Cache Creek Casino Resort pursuant to the terms of its 2016 Tribal-State Compact with the State

1 of California, which recognized the Tribe’s right to offer banked card games exclusively: “the
2 State and the Tribe recognize the exclusive rights the Tribe will enjoy under this Compact create
3 a unique opportunity for the Tribe to operate a Gaming Facility in an economic environment free
4 of competition from the operation of slot machines and banked card games on non-Indian lands in
5 California and that this unique economic environment is of great value to the Tribe[.]” (Aug. 4,
6 2016 Tribal-State Compact Between the State of California and the Yocha Dehe Wintun Nation
7 (“Yocha Dehe Compact”), Preamble at 1.)

8 22. Plaintiff Yuhaaviatam of San Manuel Nation (“San Manuel”), a federally
9 recognized Indian tribe also federally recognized as the San Manuel Band of Mission Indians, is
10 based on the San Manuel Indian Reservation near Highland, California. The Nation is comprised
11 of the Yuhaaviatam clan of Maara’yam Serrano, who were displaced from their ancestral lands
12 beginning in the 1700s due to the California Mission system, and relocated to the San Bernadino
13 Valley in 1866, after which the United States established its Reservation by executive order in the
14 foothills of the San Bernadino Mountains, just north of the City of Highland, in 1891. San
15 Manuel operates the Yaamava’ Resort & Casino at San Manuel pursuant to the 2016 compact
16 with the State of California (as amended in 2017). The compact provides that “the State and the
17 Tribe recognize that the exclusive rights the Tribe enjoys under th[e] Compact provide a unique
18 opportunity for the Tribe to operate its Gaming Facility in a market free of competition from the
19 operation of slot machines and banked card games on non-Indian lands in California and that this
20 exclusive environment is of great value to the Tribe.” (Aug. 15, 2016 Tribal-State Compact
21 between the State of California and the San Manuel Band of Mission Indians, Preamble at 2.)

22 23. Defendant 500 Club Casino, license number GEGE-001361, is located in Clovis,
23 California.

24 24. Defendant Ace & Vine, license number GEGE-001359, is located in Napa,
25 California.

26 25. Defendant Artichoke Joe’s Casino, license number GEGE-001007, is located in
27 San Bruno, California.

28

- 1 26. Defendant The Aviator Casino, license number GEGE-001387, is located in
2 Delano, California.
- 3 27. Defendant Bankers Casino, license number GEGE-001297, is located in Salinas,
4 California.
- 5 28. Defendant Bay 101, license number GEGE-000989, is located in San Jose,
6 California.
- 7 29. Defendant Blacksheep Casino Company, license number GEGE-001344, is
8 currently not operating but is licensed to operate in Cameron Park, California.
- 9 30. Defendant California Club Casino, license number GEGE-001296, is currently not
10 operating but is licensed to operate in San Ramon, California.
- 11 31. Defendant California Grand Casino, license number GEGE-000450, is located in
12 Pacheco, California.
- 13 32. Defendant Cameo Club, license number GEGE-001363, is currently not operating
14 but is licensed to operate in Stockton, California.
- 15 33. Defendant Capitol Casino, license number GEGE-000404, is located in
16 Sacramento, California.
- 17 34. Defendant Casino 99, license number GEGE-001384, is located in Chico,
18 California.
- 19 35. Defendant Casino Chico, license number GEGE-001340, is located in Chico,
20 California.
- 21 36. Defendant Casino Club, license number GEGE-000951, is located in Redding,
22 California.
- 23 37. Defendant Casino M8trix, license number GEGE-000410, is located in San Jose,
24 California.
- 25 38. Defendant Casino Marysville, license number GEGE-001389, is currently not
26 operating but is licensed to operate in Marysville, California.
- 27 39. Defendant Casino Merced, license number GEGE-001379, is located in Merced,
28 California.

1 40. Defendant Casino Royale, license number GEGE-001295, is currently not
2 operating but is licensed to operate in Sacramento, California.

3 41. Defendant Central Coast Casino, license number GEGE-001029, is located in
4 Grover Beach, California.

5 42. Defendant Club One Casino, license number GEGE-001121, is located in Fresno,
6 California.

7 43. Defendant Commerce Casino, license number GEGE-001093, is located in Los
8 Angeles, California.

9 44. Defendant Crystal Park Casino (also known as Crystal Casino), license number
10 GEGE-001282, is located in Compton, California.

11 45. Defendant The Deuce Lounge & Casino, license number GEGE-001325, is
12 currently not operating but is licensed to operate in Goshen, California.

13 46. Defendant Diamond Jim's Casino, license number GEGE-000236, is located in
14 Rosamond, California.

15 47. Defendant Empire Sportsmen's Association, license number GEGE-000990, is
16 located in Modesto, California.

17 48. Defendant Epoch Casino, license number GEGE-001394, is currently not
18 operating but is licensed to operate in Rancho Cordova, California.

19 49. Defendant The Gardens Casino (also known as Hawaiian Gardens Casino), license
20 number GEGE-000392, is located in Hawaiian Gardens, California.

21 50. Defendant Garlic City Club, license number GEGE-001173, is located in Gilroy,
22 California.

23 51. Defendant Golden State Casino, licensed number GEGE-001169, is currently not
24 operating but is licensed to operate in Marysville, California.

25 52. Defendant Golden Valley Casino, license number GEGE-001362, is currently not
26 operating but is licensed to operate in Merced, California.

27 53. Defendant Golden West Casino, license number GEGE-000426, is located in
28 Bakersfield, California.

1 54. Defendant Hacienda Casino, license number GEGE-001355, is currently not
2 operating but is licensed to operate in Cudahy, California.

3 55. Defendant Hollywood Park Casino, license number GEGE-001367, is located in
4 Inglewood, California.

5 56. Defendant Hotel Del Rio & Casino, license number GEGE-001370, is currently
6 not operating but is licensed to operate in Isleton, California.

7 57. Defendant Hustler Casino, license number GEGE-001388, is located in Gardena,
8 California.

9 58. Defendant Jalisco Pool Room, GEGE-000969, is currently not operating but is
10 licensed to operate in Guadalupe, California.

11 59. Defendant Kings Card Club, license number GEGE-001313, is located in
12 Stockton, California.

13 60. Defendant La Primavera Pool Hall & Cafe, license number GEGE-001341, is
14 currently not operating but is licensed to operate in Madera, California.

15 61. Defendant Lake Bowl Cardroom, license number GEGE-000354, is currently not
16 operating but is licensed to operate in Folsom, California.

17 62. Defendant Lake Elsinore Casino, license number GEGE-001149, is located in
18 Lake Elsinore, California.

19 63. Defendant Larry Flynt's Lucky Lady Casino, license number GEGE-001343, is
20 located in Gardena, California.

21 64. Defendant Limelight Card Room, license number GEGE-001376, is located in
22 Sacramento, California.

23 65. Defendant Livermore Casino, license number GEGE-001107, is located in
24 Livermore, California.

25 66. Defendant Lucky Chances Casino, license number GEGE-001108, is located in
26 Colma, California.

27 67. Defendant Marina Club, license number GEGE-001353, is located in Marina,
28 California.

1 68. Defendant Mike's Card Casino, license number GEGE-001364, is currently not
2 operating but is licensed to operate in Oakdale, California.

3 69. Defendant Napa Valley Casino, license number GEGE-001279, is located in
4 American Canyon, California.

5 70. Defendant The Nineteenth Hole Casino and Lounge, license number GEGE-
6 000967, is located in Antioch, California.

7 71. Defendant Oaks Card Club, license number GEGE-001063, is located in
8 Emeryville, California.

9 72. Defendant Ocean's Eleven Casino, license number GEGE-000473, is located in
10 Oceanside, California.

11 73. Defendant Oceana Cardroom, license number GEGE-001360, is currently not
12 operating but is licensed to operate in Oceano, California.

13 74. Defendant Oceanview Casino, license number GEGE-001025, is located in Santa
14 Cruz, California.

15 75. Defendant Outlaws Card Parlour, license number GEGE-001356, is located in
16 Atascadero, California.

17 76. Defendant Palace Poker Casino, license number GEGE-001302, is located in
18 Hayward, California.

19 77. Defendant Parkwest Bicycle Casino, license number GEGE-001390, is located in
20 Bell Gardens, California.

21 78. Defendant Parkwest Casino 580, license number GEGE-001322, is located in
22 Livermore, California.

23 79. Defendant Parkwest Casino Cordova, license number GEGE-001300, is located in
24 Rancho Cordova, California.

25 80. Defendant Parkwest Casino Lodi, license number GEGE-001229, is located in
26 Lodi, California.

27 81. Defendant Parkwest Casino Lotus, license number GEGE-001321, is located in
28 Sacramento, California.

1 82. Defendant Parkwest Casino Manteca, license number GEGE-001383, is located in
2 Manteca, California.

3 83. Defendant Parkwest Casino Sonoma, license number GEGE-000005, is currently
4 not operating but is licensed to operate in Petaluma, California.

5 84. Defendant Pinnacle Casino, license number GEGE-001357, is currently not
6 operating but is licensed to operate in Soledad, California.

7 85. Defendant Player's Casino, license number GEGE-001323, is located in Ventura,
8 California.

9 86. Defendant Racxx, license number GEGE-001338, is currently not operating but is
10 licensed to operate in Lincoln, California.

11 87. Defendant The River Card Room, license number GEGE-001092, is currently not
12 operating but is licensed to operate in Petaluma, California.

13 88. Defendant Rogelio's Inc., license number GEGE-001081, is currently not
14 operating but is licensed to operate in Isleton, California.

15 89. Defendant The Saloon at Stones Gambling Hall, license number GEGE-001373, is
16 located in Citrus Heights, California.

17 90. Defendant Seven Mile Casino, license number GEGE-000466, is located in Chula
18 Vista, California.

19 91. Defendant Stars Casino, license number GEGE-001371, is located in Tracy,
20 California.

21 92. Defendant The Tavern at Stones Gambling Hall, license number GEGE-001374, is
22 located in Citrus Heights, California.

23 93. Defendant Towers Casino, license number GEGE-001318, is located in Grass
24 Valley, California.

25 94. Defendant Tres Lounge and Casino, license number GEGE-001330, is currently
26 not operating but is licensed to operate in Watsonville, California.

27 95. Defendant Turlock Poker Room, license number GEGE-001263, is located in
28 Turlock, California.

1 96. Defendant Westlane Card Room, license number GEGE-001314, is located in
2 Stockton, California.

3 97. Defendant Acme Player Services, LLC is a third-party provider of proposition
4 player services, license number TPPP-000089.

5 98. Defendant Arise, LLC is a third-party provider of proposition player services,
6 license number TPPP-000067.

7 99. Defendant Blackstone Gaming, LLC is a third-party provider of proposition player
8 services, license number TPPP-000119.

9 100. Defendant CalProp Services, LLC is a third-party provider of proposition player
10 services, license number TPPP-000164.

11 101. Defendant Certified Network M, Inc. is a third-party provider of proposition player
12 services, license number TPPP-000049.

13 102. Defendant F2 TPS, LLC is a third-party provider of proposition player services,
14 license number TPPP-000174.

15 103. Defendant Faros Unlimited, Inc. is a third-party provider of proposition player
16 services, license number TPPP-000169.

17 104. Defendant Fortune Gaming Associates is a third-party provider of proposition
18 player services, license number TPPP-000163.

19 105. Defendant Fortune Players Group, Inc. is a third-party provider of proposition
20 player services, license number TPPP-000168.

21 106. Defendant Global Player Services, Inc. is a third-party provider of proposition
22 player services, license number TPPP-000094.

23 107. Defendant Halcyon Gaming, LLC is a third-party provider of proposition player
24 services, license number TPPP-000171.

25 108. Defendant KB Ventures is a third-party provider of proposition player services,
26 license number TPPP-000146.

27 109. Defendant KBCH Consultants, Inc. is a third-party provider of proposition player
28 services, license number TPPP-000166.

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

3 Every person who deals, plays, or carries on, opens, or causes to be opened, or
4 who conducts, either as owner or employee, whether for hire or not, any game of
5 faro, monte, roulette, lansquenet, rouge et noire, rondo, tan, fan-tan, seven-and-a-
6 half, twenty-one, hokey-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

7 (Pen. Code, § 330.)

8 126. In 1984, California voters elevated the prohibition on banked games to the state
9 Constitution, amending it to provide that “[t]he Legislature has no power to authorize, and shall
10 prohibit, casinos of the type currently operating in Nevada and New Jersey.” (Cal. Const., art. IV,
11 § 19, subd. (e).) The California Supreme Court has held that a casino of “the type . . . operating
12 in Nevada and New Jersey” is identifiable by the presence of “especially banked table games and
13 slot machines.” (*Hotel Employees, supra*, 21 Cal.4th at p. 605; see also *In re Camarillo* (Bankr.
14 N.D. Cal., May 10, 2005) 2005 WL 2203163, at p. *3 [noting that in “Nevada-style gambling,” a
15 player plays against “the house,” which “collects from the losers and is responsible for paying all
16 winners”].)

17 **B. California Indian tribes have negotiated for the exclusive right to offer
18 banked games on tribal lands.**

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

26 128. When California Indian tribes exercised their sovereign authority to help care for
27 their citizenry, California state and local governments sought to block them. The United States
28 Supreme Court ultimately resolved the dispute in the groundbreaking decision *California v.*
Cabazon Band of Mission Indians (1987) 480 U.S. 202, holding that state and local governments

1 lacked authority to shutter bingo halls on tribal lands. In response to the Supreme Court’s
2 decision, Congress enacted the Indian Gaming Regulatory Act (“IGRA”) in 1988 to provide a
3 new framework for state and tribal relations on gaming issues. Under IGRA, in states where
4 gambling is legalized, tribes can enter compacts with state governments to authorize and regulate
5 casino-style gambling offered by tribes, such as slot machines and banked games, on tribal lands.

6 129. In 1998, California voters passed Proposition 5, which authorized a standard
7 “Tribal-State Gaming Compact” to be entered into by the State of California and California
8 Indian tribes planning to operate casinos with slot machines and banked games. Opponents to
9 Proposition 5 filed an immediate lawsuit, arguing that the proposition violated the state
10 Constitution’s prohibition on Nevada-style casinos and Section 330’s prohibition on banked
11 games (among other objections). (See *Hotel Employees, supra*, 21 Cal.4th at p. 589.)

12 130. In opposition to the Proposition 5 challenge, several California Indian tribes
13 argued that the card games they intended to offer were not banked games because the funds used
14 to pay winnings came from a “players’ pool,” constituted from the amounts wagered, not the
15 Casino’s own funds.¹ (*Id.* at pp. 606–07.) The games, therefore, were not banked by a casino;
16 they merely distributed players’ own funds, similar to legal lotteries. The California Supreme
17 Court rejected these arguments, for reasons directly relevant here:

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

22 (*Hotel Employees, supra*, 21 Cal.4th at p. 607, citations omitted; alterations in original.) The
23 Supreme Court also rejected the argument that the Indian tribes were not offering banked games

23 ¹ The proposed “players’ pool” system:

24 means one or more segregated pools of funds that have been collected from player
25 wagers, that are irrevocably dedicated to the prospective award of prizes in
26 authorized gaming activities, and in which the house neither has [acquired] nor can
27 acquire any interest. The Tribe may set and collect a fee from players on a per
28 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.

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

1 because they had no interest in the outcome of the wagers: “[t]he *pool* itself functions as a bank,
2 collecting from all losers and paying all winners.” (*Id.* at p. 608, fn. 4.) “[A] banking game,
3 within the meaning of Penal Code section 330’s prohibition, may be banked by someone other
4 than the owner of the gambling facility.” (*Id.* at pp. 607–08.) On these grounds, the California
5 Supreme Court concluded that “Proposition 5’s authorization of casino gambling is invalid and
6 inoperative.” (*Id.* at p. 589.) The same standards, applied here, confirm that California card
7 rooms are offering illegal banked games.

8 131. While the challenge to Proposition 5 was pending, then-Governor Grey Davis
9 proposed an amendment to the California Constitution to exempt tribal gaming from the
10 prohibition on Nevada and New Jersey style casinos. Ultimately presented to the voters as
11 Proposition 1A in March 2000, the amendment “effectively grant[ed] tribes a constitutionally-
12 protected monopoly on most types of class III games [including banked games] in California.”
13 (*In re Indian Gaming Related Cases* (9th Cir. 2003) 331 F.3d 1094, 1103.) The voters of
14 California approved Proposition 1A, authorizing the governor to “to negotiate and conclude
15 compacts, subject to ratification by the Legislature, for the operation of slot machines and for the
16 conduct of lottery games and banking and percentage card games by federally recognized Indian
17 tribes on Indian lands in California in accordance with federal law.” (Cal. Const., art IV, § 19,
18 subd. (f).) The amendment definitively concluded “banking and percentage card games are
19 hereby permitted to be conducted and operated on tribal lands subject to those compacts.” (*Ibid.*)
20 Because tribal lands are typically not located in urban areas, supporters of Proposition 1A
21 emphasized that its adoption would not result in Nevada or New Jersey-style casinos with banked
22 games in California’s urban centers.

23 132. The compacts approved under the amendment recognized that “[t]he exclusive
24 rights that Indian tribes in California . . . will enjoy under this Compact create a unique
25 opportunity for the Tribe to operate its Gaming Facility in an economic environment free of
26 competition from the Class III gaming [including banked games] . . . on non-Indian lands in
27
28

1 California.” (See, e.g., Sept. 10, 1999 Tribal-State Compact between the State of California and
2 the Rumsey Indian Rancheria, Preamble § E.)²

3 133. The most recent compacts negotiated by California Indian tribes, including
4 Plaintiffs, contain similar language recognizing that no other entities are authorized under state
5 law to offer banked games. “[T]he State and the Tribe recognize the exclusive rights the Tribe
6 will enjoy under this Compact create a unique opportunity for the Tribe to operate a Gaming
7 Facility in an economic environment free of competition from the operation of slot machines and
8 banked card games on non-Indian lands in California and that this unique economic environment
9 is of great value to the Tribe[.]” (See Yocha Dehe Compact, Preamble at 2.) In “consideration”
10 for this unique right, the California Indian tribes party to the compacts commits “on a sovereign-
11 to-sovereign basis” to pay the state “fair cost reimbursement and mitigation[.]” (*Id.* at 3.)

12 134. Under this framework, the Indian tribes make quarterly payments to the State’s
13 Special Distribution Fund established by the Legislature. (See, e.g., Agua Caliente Compact at
14 Sec. 4.3.) These payments are significant, representing tens of millions of dollars per year to the
15 State’s coffers.³ Moreover, they are a material term of the compacts: any failure to make timely
16 payment “shall be deemed a material breach” of the compacts, for which the State may
17 immediately seek injunctive relief in state or federal court, and the Tribes consent to waive their
18 right to assert sovereign immunity. (See, e.g., Pechanga Compact at Sec. 4.7(c).) Put simply, the
19 Tribes have meaningfully bargained with the State to facilitate their exclusive rights under the
20 California Constitution to offer banked games and have agreed to pay the State from the proceeds
21 they receive for the exercise of those rights.

22 135. By executing compacts, California Indian tribes do not merely affirm the rights
23 afforded to them by the California Constitution. The payments made pursuant to the compacts
24 help fund a state regulatory regime that, per the terms of the compacts, is supposed to recognize
25 and uphold tribal exclusivity over banked games. Defendants, by operating illegal banked games

26
27 ² Yocha Dehe was formerly known as the Rumsey Indian Rancheria. The Tribe changed its name
in 2009.

28 ³ (2024-25 California Gambling Control Commission State Budget, *available at*
<https://ebudget.ca.gov/2024-25/pdf/Enacted/GovernorsBudget/0010/0855.pdf>.)

1 in California card rooms, deny Plaintiffs the benefit of this bargain. To address Defendants’
2 illegal banked games, Plaintiffs have been forced to expend their own resources in addition to
3 compact payments both to monitor card room activity and enforce their exclusive rights.

4 136. Plaintiffs bring this action to ensure that the exclusivity over banked games
5 guaranteed by the state Constitution and tribal gaming compacts does not become another broken
6 promise by governments to California Indian tribes.

7 **C. In search of greater profits, California card rooms have expanded beyond**
8 **their traditional offerings and into prohibited banked games.**

9 137. Defendant California card rooms are gambling establishments licensed by the
10 California Gambling Control Commission, based in Sacramento, California. Unlike Nevada and
11 New Jersey-style casinos, where players often bet against the house and the casino earns revenue
12 by banking the games, card rooms are intended to facilitate player versus player games, for which
13 the card room collects a per-round fee for operating the game known as a “collection.” As of
14 December 2024, California is home to 72 licensed card rooms.

15 138. Traditionally, California card rooms have provided poker, a non-banked game also
16 known as a “round” game. In poker, there is no bank against which all players bet; instead, the
17 player-dealer position systematically and continuously rotates among the players, and the house’s
18 only interest in the game is in collecting specified table fees.

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

27 140. The player-dealer framework is a direct outgrowth of the card room industry’s
28 concerted and explicit efforts to evade California’s prohibition on banked games outside of tribal
lands and has given rise to a niche business—the third-party proposition player (“TPP”).

1 Initially, card rooms paid TPPs to occupy the player-dealer position at their tables, because
2 individual players often lack sufficient liquidity to ensure the level of wagering card rooms desire
3 to drive their profitability. But as card rooms and TPPs have fully embraced offering illegal
4 banked games, the TPPs' position in the player-dealer spot has become more lucrative. As a
5 result, TPPs now pay card rooms for the right to occupy the player-dealer position and take on a
6 host of other responsibilities and expenses typically associated with running a casino, such as
7 providing equipment like surveillance cameras, cards, and shuffling machines, contributing to
8 rent for the gaming space, and advertising for the banked games off which they profit.

9 141. A TPP provides these services to a gambling establishment, like a card room,
10 pursuant to a written contract. The “proposition player services” include “play as a participant in
11 any controlled game that has a rotating-dealer position as permitted by Penal Code § 330.11.”
12 (Cal. Code Regs., tit. 4, § 12200(28).) For a card room that contracts with a TPP, each table
13 generally has a proposition player—a TPP employee whose job is to bank the game. The
14 proposition player does not act as a dealer, but rather sits at the table and covers the bets that take
15 place in each round. While the pool of available funds in a traditional round game, like poker, is
16 limited by what the individual players wager, the TPP provides a practically inexhaustible fund
17 from which winnings can be paid to players that far exceed any amount wagered by the TPP as
18 the player-dealer. While an individual player might be reluctant to serve as a banker given the
19 potential exposure driven by other players' bets, the TPP is contracting with the card room to
20 assume that role. In this way, the TPP facilitates enticing “bonus” bets that drive action to the
21 card rooms' games and brings predictable and stable liquidity to them, just as Nevada and New
22 Jersey casinos provide through house-banked games.

23 142. The economic relationship between TPPs and card rooms creates a strong
24 incentive for both to ensure that the player-dealer position and its banking responsibilities never
25 rotate away from the TPP. TPPs pay card rooms for the right to serve as the player-dealers in
26 their games. In turn, the TPPs make money by occupying the position at the table with superior
27 odds, just as the house does in a Nevada or New Jersey casino. To maximize the value of the
28 position with superior odds, the TPP needs to ensure that it occupies the position for as many

1 rounds of play as possible. Given this framework, TPPs have a strong economic interest in
2 ensuring that they always serve as the bank and that the player-dealer position never rotates.

3 143. Card rooms similarly have a strong economic interest in ensuring that TPPs
4 continuously occupy the player-dealer position and maximize use of its superior odds. Because
5 the winnings from games are TPPs' only source of revenue, the more the TPPs are able earn in
6 games from serving as the player-dealers, the greater payments the card rooms will be able to
7 demand from their TPPs when negotiating contracts. Both the TPPs and card rooms make more
8 money by maintaining a system wherein the banking role never rotates away from the TPPs.
9 Given these aligned incentives and the contractual relationship between card rooms and TPPs,
10 card rooms possess an obvious interest in the illegal banked gaming occurring on their tables.
11 This framework runs directly afoul of California Business and Professions Code Section
12 19984(a), which prohibits "[a]ny agreement, contract, or arrangement between a gambling
13 enterprise and a third-party provider of proposition player services" in which "a gambling
14 enterprise or the house have any interest, whether direct or indirect, in funds wagered, lost, or
15 won." And, by virtue of this collusive relationship, the house (here, the contractually bound unit
16 of TPP and card room) "derives benefit from commercial gambling, the elimination of which is
17 the legitimate objective of [Section 330]." (*Sullivan, supra*, 189 Cal.App.3d at p. 679.) This
18 dynamic is precisely what the California Constitution and Penal Code prohibit through their ban
19 on banked games.

20 **D. California law recognizes that any game where a player has the potential to**
21 **maintain or operate as a bank is an illegal banked game.**

22 144. The games at issue in this lawsuit—blackjack, baccarat, pai gow, and other
23 analogous games—are fundamentally banked games. Players gamble against a single entity that
24 possesses superior odds and maintains a robust fund that pays all winners and collects from all
25 losers. In Nevada and New Jersey casinos, the casinos typically occupy that banking position.
26 Although California card rooms have attempted to superficially disguise banked games' true
27 nature through layers of additional rules and procedures, those artifices are either ineffective or
28 ignored, and thus do little to change the essential nature of the games. Defendants ensure that
when a customer sits at a blackjack, baccarat, or pai gow table, there is a single entity (the TPP)

1 consistently ready to take all comers, pay all winnings, and collect all losses. Under California’s
2 Constitution and Penal Code, those games are illegal.

3 145. Blackjack, also known as twenty-one, was one of the earliest games to be included
4 in Penal Code Section 330’s list of prohibited games. Blackjack players compete against a single
5 entity, which holds an odds-based advantage against other players.

6 146. The rules for California card room blackjack games typically provide that a
7 standard round of play begins when a player-dealer is designated. The House Dealer places a
8 “button” or other signifier in front of the player-dealer, which designates that they are taking the
9 bank position and may also designate whether it is the first or second turn for the player-dealer in
10 the banking position. Although specific language for each blackjack game may vary by card
11 room, the rules typically contain language stating either that the player-dealer position—and
12 therefore the banking role—should be offered to other players after two hands or rotated to other
13 players after two hands. Defendants rely on the purported rotation of the player-dealer position
14 and bank to attempt to distinguish the blackjack games they offer from those prohibited by
15 California law.⁴

16 147. In its general form, baccarat does not have a player-dealer position. Rather, the
17 players at the table simply make wagers based on a single shared set of cards. The dealer, who
18 has no hand in the game, acts as nothing but a bank. Thus, by definition, baccarat cannot qualify
19 for the “player-dealer rotation” carve-out for banked games under Section 330.11 because there is
20 no player-dealer in the game.

21 148. The rules for California card room baccarat games purport to create a player-dealer
22 position, but the occupier of the position does not actually “play” the game by receiving any cards
23 or placing wagers of his or her own and is a “player-dealer” in name only. (See Cal. Bus. & Prof.
24 Code § 19805(ag), emphasis added [“‘Player-dealer’ and ‘controlled game featuring a player-
25

26 ⁴ To be clear, Plaintiffs do not agree that, if Defendants’ game rules required actual rotation of the
27 banking position every two hands (an interval the card rooms themselves invented), they would
28 transform blackjack, baccarat, and pai gow into constitutionally permissible games. But the
Court need not reach that issue, because none of the games at issue, on their face or as played in
card rooms, ensure the actual rotation such that a single player cannot bank the game for a
sustained period.

1 dealer position’ refer to a position in a controlled game, as defined by the approved rules for that
2 game, in which seated *player participants* are afforded the temporary opportunity to wager
3 against multiple players at the same table, provided that this position is rotated amongst the other
4 seated players in the game.”].) The person occupying the purported player-dealer position in
5 Defendants’ baccarat games is not a “player participant.” The sole purpose of the purported
6 player-dealer position in Defendants’ baccarat games is to bank the game—paying all winning
7 bets and collecting all losing bets made on the set of cards shared by every player at the table.
8 Although specific language for each baccarat game may vary by card room, the rules typically
9 contain language stating either that the purported player-dealer position—and therefore the
10 banking role—should be offered to other players after two hands or rotated to other players after
11 two hands. Defendants rely on the purported rotation of the player-dealer position and bank to
12 attempt to distinguish the baccarat games they offer from those prohibited by California law.

13 149. The rules for California card room pai gow games typically provide that, at the
14 start of a game, a player is offered the player-dealer position. Once the position is established, the
15 other players compete against the player-dealer to make the best possible hand of cards.
16 Although specific language for each pai gow game varies by card room, the rules typically
17 contain language stating either that the player-dealer position—and therefore the banking role—
18 should be offered to other players after two hands or rotated to other players after two hands.
19 Defendants rely on the purported rotation of the player-dealer position and bank to attempt to
20 distinguish the pai gow games they offer from those prohibited by California law.⁵

21 150. California card rooms also offer other games that operate on the same basic player-
22 dealer mechanics as blackjack, baccarat, and pai gow. These analogous games, such as “Three
23 Card Poker,” “Ultimate Texas Hold’em,” and “Casino War”—like their more traditional
24 counterparts—purport to make use of a player-dealer position and their rules typically state that

25 ⁵ In *Huntington Park Club Corporation v. County of L.A.* (1988) 206 Cal.App.3d 241, 250, the
26 Court of Appeals held that a specific pai gow game was not a banked game because “the record
27 does not establish that either plaintiffs (the house) or any other entity maintains or operates a
28 ‘bank.’” That decision, reached prior to the adoption of Penal Code 330.11, is easily
distinguishable here given that Defendant TPPs can (and do) maintain and operate a bank while
playing the pai gow games offered in Defendants’ card rooms.

1 the player-dealer position should be offered or rotated to other players after two hands.
2 Defendants rely on the purported rotation of the player-dealer position and bank to attempt to
3 distinguish these games from those prohibited by California law.

4 151. The contention that these games run afoul of California’s prohibition on banked
5 games is not a new argument. In fact, the only court to reach the legality of games similar to
6 those challenged here had no trouble finding them to be illegal. In *Oliver v. County of Los*
7 *Angeles*, the California Court of Appeal considered whether the game “Newjack”—a variant of
8 blackjack—constituted a prohibited banked game. ((1998) 66 Cal.App.4th 1397, 1408.) In
9 Newjack, each player has the option to bank the game as the player-dealer for two consecutive
10 hands; after that, the option passes to the player on the left and keeps passing until another player
11 accepts it. (*Id.* at pp. 1407–08.) But Newjack’s rules also allowed a player to decline the offer.
12 As a result, one player could end up serving as the bank for more than two consecutive hands if
13 all other players at the table decline to assume the role. Defendants argued that merely *offering* to
14 rotate the bank was sufficient to save them from Section 330’s prohibition on banked games. (*Id.*
15 at p. 1408.) The Court succinctly rejected their defense. “It is the *potential* for a banked game
16 under [the] rules . . . which determines whether [a game] is a banking game.” (*Ibid.*)

17 [I]n Newjack, the player-dealer position does not *have* to rotate among the players.
18 If the other players decline to accept the player-dealer position, one player can act
19 as a player-dealer for repeated hands and such a player need not go broke after a
20 few hands. . . . The effect would be a banked game because it could then be said of
such a player that he or she is taking on all comers, paying all winners, and
collecting from all losers.

(*Id.* at pp. 1408–09, emphasis in original; quotation marks omitted.)

21 152. In 2001, the Legislature amended the Penal Code to specify—consistent with the
22 *Oliver* court’s holding—the requirements that must be met for a rotating player-dealer position to
23 be legal. Section 330.11 states that illegal banked games do not include those where the
24 published rules:

25 [1] feature a player-dealer position and provide that this position must be
26 continuously and systematically rotated amongst each of the participants during
27 the play of the game, [2] ensure that the player-dealer is able to win or lose only a
28 fixed and limited wager during the play of the game, and [3] preclude the house,
another entity, a player, or an observer from maintaining or operating as a bank
during the course of the game.

1 (Pen. Code, § 330.11.) Crucially, as recognized in *Oliver*, it is not sufficient for the published
2 rules to create merely the potential for the player-dealer position to rotate, such as through an
3 offer to other players. The statute requires “that this position **must** be continuously and
4 systematically rotated amongst each of the participants during the play of the game[.]” (*Ibid.*,
5 emphasis added.) And even if an *offer* of rotation rather than *actual* rotation were sufficient to
6 meet Section 330.11’s first requirement (it is not), an offer of rotation would not be sufficient to
7 meet the third requirement—that the published rules must also actually preclude anyone “from
8 maintaining or operating as a bank during the course of the game.” As the *Oliver* court
9 specifically recognized, rules that require only the offer of the player-dealer position still permit a
10 player to maintain or to operate as a bank if other players refuse to accept the player-dealer
11 position. (*Oliver, supra*, 66 Cal.App.4th at p. 1409 [“Because the rules permit such an
12 occurrence, we hold Newjack is a banking game and therefore, as presently constituted,
13 prohibited under section 330.”].)

14 153. The final sentence of Section 330.11 underscores that merely offering the player-
15 dealer position to others is not sufficient to stop a game from being an illegal banked game. The
16 statute notes that “it is not the intent of the Legislature to mandate acceptance of the deal by every
17 player” but **only** “if the division finds that the rules of the game render the maintenance of or
18 operation of a bank impossible by other means.” Thus, if the rules of a game do not mandate
19 acceptance of the player-dealer position, there must be some other mechanism to ensure that one
20 player is not able to maintain the banking function. If no such mechanism exists in the published
21 rules, the game remains an illegal banked game prohibited by Section 330.⁶

22 154. Independent of any player-dealer rotation issue, Section 330.11 also requires that
23 game rules must “ensure that the player-dealer is able to win or lose only a fixed and limited
24 wager during the play of the game” to benefit from the statutory carve-out from banked games.
25

26 ⁶ Because the California Supreme Court has held that the 1984 gaming-related amendment to the
27 California Constitution elevated the existing prohibitions on banked games, including Section
28 330, to the constitutional level, any interpretation of Section 330.11 (enacted in 2000) that would
allow card rooms to offer games that are otherwise prohibited under Section 330, including but
not limited to games that merely offer or afford other players the opportunity to assume the
player-dealer position, runs afoul of Article IV, Section 19(e) of the Constitution.

1 This requirement is essential for distinguishing illegal banked games—where practically
2 unlimited funds are available to pay winning bets—from permissible games where the total
3 available “pot” is limited to only the funds wagered by players. The California Court of Appeals
4 explained how permissible games employing a player-dealer should operate:

5 The player/dealer makes the initial bet, and the other players bet against him. *The*
6 *player/dealer pays off winners and collects from losers, but only until the*
7 *player/dealer wins or loses his initial wager.* Thereafter, the round of play
8 terminates even though there are remaining players at the table who have winning
or losing hands. Accordingly, the player/dealer is not required to pay all winners,
and the player/dealer may only collect from losers up to the amount the
player/dealer wagered.

9 (*City of Bell Gardens v. County of L.A.* (1991) 231 Cal.App.3d 1563, 1566, emphasis added.)

10 155. In the blackjack and baccarat games played in the card rooms, however, the TPPs
11 have no “fixed and limited” wager; indeed, they place no bet at all. Rather, TPPs pay out variable
12 winnings and collect variable losses, whatever such winnings or losses may be, without making
13 *any* actual wager of their own (let alone a “fixed and limited” one). These games are therefore
14 banked regardless of how long the TPP occupies the player-dealer position.

15 **E. Defendants are profiting from illegal banked games.**

16 156. All the blackjack, baccarat, pai gow, and other analogous games offered and
17 operated by Defendants are illegal banked games under the California Constitution and Penal
18 Code Sections 330 and 330.11. As explained below, despite Defendants’ claims that these games
19 are legal, their published rules all completely fail to preclude TPPs, who are in contractual and
20 financial relationships with the card rooms, from maintaining or operating as a bank during the
21 game.⁷ Some of the published rules fail on their face, while others are routinely exploited by card
22 rooms in practice. They are grouped into three general categories below.⁸ Regardless of the
23 labels applied to them, none of the rules accomplish what the California Constitution requires:
24 that no card room be permitted to offer Nevada and New Jersey-style banked games, where those

25 ⁷ As noted above, all baccarat games offered by Defendants are illegal banked games for the
26 independent reason that they do not employ a true player-dealer position, as required to utilize
Penal Code Section 330.11’s exemption.

27 ⁸ A few card rooms list games available for play that fall into a fourth category: rules that purport
28 to describe a player-dealer position but provide no guidance or requirement regarding rotation of
the position. Those rules offer no prohibition on maintaining or operating a bank and lack any
claim to the carve outs from banked games provided by Penal Code Section 330.11.

1 at the table find themselves consistently opposed to a single player-dealer “taking on all comers,
2 paying all winners, and collecting from all losers.” (*Sullivan, supra*, 189 Cal.App.3d at p. 678.)

3 157. **Offer-Only Rules:** The majority of blackjack, baccarat, pai gow, and analogous
4 games currently offered by California card rooms have published rules that specify that the
5 player-dealer position need only be offered to other players at the table, in direct contradiction to
6 *Oliver’s* holding regarding banked games and the requirements of Penal Code Section 330. For
7 example, in Pure 21.5 Blackjack and EZ Baccarat Panda 8, the published rules require only that
8 “[t]he [player-dealer position] shall be offered systematically and continuously in a clockwise
9 manner around the table after every two hands.” Nothing in “Offer-Only” rules precludes a
10 player from staying in the player-dealer position repeatedly if others at the table refuse the offer
11 of the position. Thus, these rules do not require that the player-dealer position must continuously
12 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
13 bank during game play, and do not actually distinguish the games from illegal Nevada and New
14 Jersey-style banked games.

15 158. **Two-Hand-Limit Rules:** Other California card room blackjack, baccarat, pai
16 gow, and analogous game rules are less brazen (if more disingenuous) in their violation of the law
17 than the “Offer-Only” rules and acknowledge—consistent with the law—that no single player
18 may hold the player-dealer position for a sustained period. These rules typically require that no
19 player occupy the player-dealer position for more than two consecutive hands. For example, the
20 published rules for the blackjack game Hawaiian Blackjack state that “the player-dealer position
21 rotates in a systematic and continuous way among the seated players, and no one player may
22 serve as the player-dealer for more than two consecutive hands.” These rules, however, still
23 allow players to decline the player-dealer position. And, crucially, they lack any mandate on
24 what the card room must do if all other players refuse to accept the player-dealer position.
25 Although the “Two-Hand-Limit” rules specify that the player-dealer position should not continue
26 to reside with the same player for more than two consecutive hands, they contain no mechanism
27 to prevent that outcome from happening in practice. Indeed, the card rooms instead actively *deter*
28 others from accepting the player-dealer position through their fee collection policies—which

1 typically exempt players, but not player-dealers, from collection—and by requiring prohibitively
2 high liquidity of any would-be takers. Thus, these rules do not effectively require that the player-
3 dealer position must continuously and systematically rotate, do not otherwise preclude a player
4 from maintaining or operating as a bank during game play, and do not actually distinguish the
5 games from illegal Nevada and New Jersey-style banked games.

6 159. **Break Rules:** A minority of California card room rules for blackjack, baccarat, pai
7 gow, and analogous games purport to employ a “break” feature. For example, the published rules
8 of Pure 21.5 Blackjack state:

9 The Player-Dealer position must rotate in a continuous and systematic fashion, and
10 cannot be occupied by one person for more than two consecutive hands. There
11 must be an intervening Player-Dealer so that no single player can continually
12 occupy the player-dealer position within the meaning of *Oliver v. County of Los Angeles* (1998) 66 Cal. App. 41397, 1408-1409. If there is not an intervening
13 person occupying the Player-Dealer’s position, the game will be “broke” or
14 stopped, as required by the California Penal Code.

15 These types of rules correctly acknowledge two crucial legal requirements: first, there must be an
16 intervening player occupying the player-dealer position before it may return to the player who
17 previously held it—meaning there must be actual, not merely offered, rotation—and, second, if
18 there is no intervening player, the game must be “broke” or stopped. Although the rules
19 acknowledge these legal requirements, they are still fundamentally deficient.

20 160. The “Break” rules leave open a key loophole that card rooms have exploited in
21 their efforts to evade banked-game prohibitions. The “Break” rules do not specify how long a
22 game must be stopped to satisfy the rules. Likewise, there is no requirement that the table be
23 reset or that the players be required to leave the table before beginning play again after the break.
24 As a result, card rooms have claimed that the nominal pause between hands of play is a sufficient
25 break or stoppage. The game then resumes with the same players, the same player-dealer, and no
26 meaningful interruption. Whether card rooms ignore the break requirement in practice—as they
27 almost always do—or comply with it in a hyper-technical, farcical manner by pausing a game
28 only for a beat, under the “Break” rules, a single player still may occupy the player-dealer
position for a sustained period. Thus, these rules do not effectively require that the player-dealer
position must continuously and systematically rotate, do not otherwise preclude a player from

1 maintaining or operating as a bank during game play, and do not actually distinguish the games
2 from illegal Nevada and New Jersey-style banked games.

3 161. Additionally, the rules for California card room blackjack, baccarat, pai gow, and
4 analogous games—regardless of whether they are “Offer-Only,” “Two-Hand-Limit,” or “Break”
5 rules—fail to ensure that the player-dealer banking the game is only able to win or lose a fixed
6 and limited wager. In all the game rules at issue, the player-dealer’s winnings or losings are
7 variable because they depend on the wager decisions of other players. And regardless of whether
8 Defendants’ game rules purport to limit winnings and losses, Defendants operate their games
9 such that the TPPs’ winnings and losings are not limited in any legally meaningful way.

10 162. Ultimately, card rooms have attempted to obfuscate through ambiguous rules and
11 underhanded practices what is simply illegal. By employing third-party proposition players and
12 not rotating the bank away from them, card rooms offer blackjack, baccarat, pai gow, and
13 analogous games that are purposefully indistinguishable from the types of banked games offered
14 in Nevada and New Jersey casinos.

15 **ALLEGATIONS**⁹

16 **A. Third-Party Proposition Players**

17 163. Third-party proposition players pay California card rooms for the opportunity to
18 act as the bank in blackjack, baccarat, pai gow, and analogous games. To maximize what they
19 can charge TPPs for that opportunity, card rooms ensure that the player-dealer position—and with
20 it, the role of banking the game—does not rotate away from the TPP. Nothing in the Offer-Only,
21 Two-Hand-Limit, or Break rules prevents the TPP from occupying the player-dealer position for
22 a sustained period. In this manner, the card rooms and TPPs work jointly to ensure that card
23 rooms’ games are indistinguishable from Nevada and New Jersey-style gaming—in violation of
24 the California Constitution and Penal Code.

25
26 _____
27 ⁹ Plaintiffs’ allegations regarding game rules are based in part on the rules posted by the Bureau
28 of Gambling Control for specific card rooms at <https://oag.ca.gov/gambling/cardroomlist#> (last
checked December 31, 2024). Plaintiffs expressly incorporate by reference into the Complaint
the rules posted by the Bureau and reserve the right to supplement or amend their allegations
should the posted rules change after the filing of this action.

1 164. There are currently twenty-two licensed TPPs in California: Acme Player Services,
2 LLC; Arise, LLC; Blackstone Gaming, LLC; CalProp Services, LLC; Certified Network M, Inc.;
3 F2 TPS, LLC; Faros Unlimited, Inc.; Fortune Gaming Associates; Fortune Players Group, Inc.;
4 Global Player Services, Inc.; Halcyon Gaming, LLC; KB Ventures; KBCH Consultants, Inc.;
5 Knighted Ventures, LLC; L.E. Gaming, Inc.; Network Management Group, Inc.; Pacific Gaming
6 Services, LLC; Players Edge Services; Progressive Gaming, LLC; Qualified Player Services,
7 LLC; The Independent; and Wahba, LLC (collectively, “the California TPPs”).

8 165. The California TPPs occupy the player-dealer position (and its superior odds) for
9 sustained periods in California card room blackjack, baccarat, pai gow and analogous games. In
10 doing so, the California TPPs maintain and operate a bank during the course of the games in
11 which they participate, in violation of the California Constitution and Penal Code.

12 **B. 500 Club Casino**

13 166. 500 Club Casino operates a card room in Clovis, California. One or more of the
14 California TPPs provide third-party proposition player services for 500 Club Casino’s games.

15 167. 500 Club Casino offers a number of blackjack, baccarat, pai gow, and analogous
16 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
17 comers, pay all winners, and collect from all losers. All of these games are banked games
18 operated in violation of the California Constitution and Penal Code.

19 168. 500 Club Casino offers the following game that makes no mention of offering or
20 rotating the player-dealer position in its rules:

- 21 • Ultimate Texas Hold’em

22 These rules contain no requirement that the player-dealer position must continuously and
23 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
24 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
25 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
26 and New Jersey style-banked games.

27 169. 500 Club Casino offers the following games with Offer-Only rules:

- 28 • Pure 21.5 Blackjack

- 1 • Pure Spanish 21.5
- 2 • EZ Baccarat
- 3 • Fortune Pai Gow Poker
- 4 • Three Card Poker 6 Card Bonus

5 These Offer-Only rules contain no requirement that the player-dealer position must continuously
6 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
7 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
8 wager during the play of the game, and do not sufficiently distinguish the games from illegal
9 Nevada and New Jersey style-banked games.

10 170. Regardless of what is required by game rules, 500 Club Casino and California
11 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
12 games offered at 500 Club Casino in a manner such that the player-dealer position does not
13 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
14 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
15 limited wager during the play of the game, and the games are not sufficiently distinguished from
16 illegal Nevada and New Jersey-style banked games.

17 171. Given the nature of the contractual relationship between 500 Club Casino and the
18 California TPP occupying the purported player-dealer position in 500 Club Casino's games, 500
19 Club Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
20 baccarat, pai gow, and analogous games.

21 **C. Ace & Vine**

22 172. Ace & Vine operates a card room in Napa, California. One or more of the
23 California TPPs provide third-party proposition player services for Ace & Vine's games.

24 173. Ace & Vine offers a number of blackjack, baccarat, pai gow, and analogous games
25 utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers,
26 pay all winners, and collect from all losers. All of these games are banked games operated in
27 violation of the California Constitution and Penal Code.

28 174. Ace & Vine offers the following games with Offer-Only rules:

- 1 • No Bust 21st Century Buster Blackjack 4.0 with Lucky Lucky Bonus Bet
- 2 • EZ Baccarat Panda 8
- 3 • Dai Bacc
- 4 • Face Up Pai Gow Poker
- 5 • Three Card Poker 6 Card Bonus
- 6 • Ultimate Texas Hold'em Bad Beat Bonus

7 These Offer-Only rules contain no requirement that the player-dealer position must continuously
8 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
9 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
10 wager during the play of the game, and do not sufficiently distinguish the games from illegal
11 Nevada and New Jersey style-banked games.

12 175. Regardless of what is required by relevant game rules, Ace & Vine and California
13 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
14 games offered at Ace & Vine in a manner such that the player-dealer position does not
15 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
16 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
17 limited wager during the play of the game, and the games are not sufficiently distinguished from
18 illegal Nevada and New Jersey-style banked games.

19 176. Given the nature of the contractual relationship between Ace & Vine and the
20 California TPP occupying the purported player-dealer position in Ace & Vine's games, Ace &
21 Vine possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai
22 gow, and analogous games.

23 **D. Artichoke Joe's Casino**

24 177. Artichoke Joe's Casino operates a card room in San Bruno, California. One or
25 more of the California TPPs provide third-party proposition player services for Artichoke Joe's
26 Casino's games.

27 178. Artichoke Joe's Casino offers a number of blackjack, baccarat, pai gow, and
28 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready

1 to take all comers, pay all winners, and collect from all losers. All of these games are banked
2 games operated in violation of the California Constitution and Penal Code.

3 179. Artichoke Joe's Casino offers the following games with Offer-Only rules:

- 4 • California Blackjack
- 5 • 21st Century Baccarat version 8.2
- 6 • EZ Baccarat Panda 8
- 7 • RUYI Baccarat
- 8 • Pai Gow Poker (Double Hand Poker)
- 9 • Ultimate Texas Hold'em

10 These Offer-Only rules contain no requirement that the player-dealer position must continuously
11 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
12 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
13 wager during the play of the game, and do not sufficiently distinguish the games from illegal
14 Nevada and New Jersey style-banked games.

15 180. Artichoke Joe's Casino offers the following games with Two-Hand Limit rules:

- 16 • EZ Baccarat
- 17 • Fortune Pai Gow Poker
- 18 • Pai Gow Tiles
- 19 • Three Card Poker
- 20 • Three Card Poker 6 Card Bonus

21 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
22 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
23 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
24 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
25 from illegal Nevada and New Jersey-style banked games.

26 181. Artichoke Joe's Casino offers the following games with Break rules:

- 27 • No Bust 21st Century Blackjack

28 These Break rules contain no effective requirement that the player-dealer position must

1 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
2 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
3 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
4 from illegal Nevada and New Jersey-style banked games.

5 182. Regardless of what is required by game rules, Artichoke Joe's Casino and
6 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
7 analogous games offered at Artichoke Joe's Casino in a manner such that the player-dealer
8 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
9 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
10 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
11 distinguished from illegal Nevada and New Jersey-style banked games.

12 183. Given the nature of the contractual relationship between Artichoke Joe's Casino
13 and the California TPP occupying the purported player-dealer position in Artichoke Joe's
14 Casino's games, Artichoke Joe's Casino possesses an illegal interest in the funds wagered, lost, or
15 won in its blackjack, baccarat, pai gow, and analogous games.

16 **E. The Aviator Casino**

17 184. The Aviator Casino operates a card room in Delano, California. One or more of
18 the California TPPs provide third-party proposition player services for the Aviator Casino's
19 games.

20 185. The Aviator Casino offers a number of blackjack, baccarat, pai gow, and
21 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
22 to take all comers, pay all winners, and collect from all losers. All of these games are banked
23 games operated in violation of the California Constitution and Penal Code.

24 186. The Aviator Casino offers the following games with Offer-Only rules:

- 25 • Pure Spanish 21.5
- 26 • Pure 21.5 Blackjack with Red Flex and Buster Bonus Wagers
- 27 • Pure 21.5 Blackjack with Red Flex Bet
- 28 • Pure 21.5 Blackjack with Buster Bonus Bet

- 1 • EZ Baccarat Panda 8
- 2 • Super Pan 9
- 3 • Three Card Poker 6 Card Bonus

4 These Offer-Only rules contain no requirement that the player-dealer position must continuously
5 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
6 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
7 wager during the play of the game, and do not sufficiently distinguish the games from illegal
8 Nevada and New Jersey style-banked games.

9 187. The Aviator Casino offers the following games with Two-Hand Limit rules:

- 10 • Supreme Baccarat
- 11 • Fortune Pai Gow Poker
- 12 • Pai Gow Poker
- 13 • Pai Gow Poker Joker's Wild
- 14 • Ultimate Texas Hold'em
- 15 • Three Card Poker

16 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
17 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
18 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
19 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
20 from illegal Nevada and New Jersey-style banked games.

21 188. The Aviator Casino offers the following games with Break rules:

- 22 • Pure 21.5 Blackjack
- 23 • Baccarat Gold
- 24 • Easy Poker

25 These Break rules contain no effective requirement that the player-dealer position must
26 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
27 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 189. Regardless of what is required by game rules, the Aviator Casino and California
3 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
4 games offered at the Aviator Casino in a manner such that the player-dealer position does not
5 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
6 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
7 limited wager during the play of the game, and the games are not sufficiently distinguished from
8 illegal Nevada and New Jersey-style banked games.

9 190. Given the nature of the contractual relationship between the Aviator Casino and
10 the California TPP occupying the purported player-dealer position in the Aviator Casino's games,
11 the Aviator Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
12 baccarat, pai gow, and analogous games.

13 **F. Bankers Casino**

14 191. Bankers Casino operates a card room in Salinas, California. One or more of the
15 California TPPs provide third-party proposition player services for Bankers Casino's games.

16 192. Bankers Casino offers a number of blackjack, baccarat, pai gow, and analogous
17 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
18 comers, pay all winners, and collect from all losers. All of these games are banked games
19 operated in violation of the California Constitution and Penal Code.

20 193. Bankers Casino offers the following game that makes no mention of offering or
21 rotating the player-dealer position in its rules:

- 22 • Buster Blackjack

23 These rules contain no requirement that the player-dealer position must continuously and
24 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
25 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
26 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
27 and New Jersey style-banked games.

28 194. Bankers Casino offers the following games with Offer-Only rules:

- 1 • Pai Gow Poker (Double Hand Poker)
- 2 • Pai Gow Tiles
- 3 • Pure Spanish 21.5
- 4 • EZ Baccarat Panda 8
- 5 • Three Card Poker 6 Card Bonus
- 6 • Fortune Pai Gow Poker (Joker Fully Wild)

7 These Offer-Only rules contain no requirement that the player-dealer position must continuously
8 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
9 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
10 wager during the play of the game, and do not sufficiently distinguish the games from illegal
11 Nevada and New Jersey style-banked games.

12 195. Bankers Casino offers the following games with Two-Hand Limit rules:

- 13 • Three Card Poker
- 14 • Fortune Pai Gow Poker
- 15 • Ultimate Texas Hold'em

16 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
17 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
18 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
19 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
20 from illegal Nevada and New Jersey-style banked games.

21 196. Bankers Casino offers the following game with Break rules:

- 22 • Pure 21.5 Blackjack

23 These Break rules contain no effective requirement that the player-dealer position must
24 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
25 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
26 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
27 from illegal Nevada and New Jersey-style banked games.

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1 197. Regardless of what is required by game rules, Bankers Casino and California TPPs
2 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
3 offered at Bankers Casino in a manner such that the player-dealer position does not continuously
4 and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a
5 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
6 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
7 and New Jersey-style banked games.

8 198. Given the nature of the contractual relationship between Bankers Casino and the
9 California TPP occupying the purported player-dealer position in Bankers Casino's games,
10 Bankers Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
11 baccarat, pai gow, and analogous games.

12 **G. Bay 101**

13 199. Bay 101 operates a card room in San Jose, California. One or more of the
14 California TPPs provide third-party proposition player services for Bay 101's games.

15 200. Bay 101 offers a number of blackjack, baccarat, pai gow, and analogous games
16 utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers,
17 pay all winners, and collect from all losers. All of these games are banked games operated in
18 violation of the California Constitution and Penal Code.

19 201. Bay 101 offers the following games that make no mention of offering or rotating
20 the player-dealer position in their rules:

- 21 • California Blackjack
- 22 • Fortune Pai Gow Poker
- 23 • Pai Gow Poker
- 24 • Super Pan 9

25 These rules contain no requirement that the player-dealer position must continuously and
26 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
27 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
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1 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
2 and New Jersey style-banked games.

3 202. Bay 101 offers the following games with Offer-Only rules:

- 4 • 21st Century Baccarat 4.0 with Tie Hands
- 5 • EZ Baccarat Panda 8
- 6 • Golden Frog Baccarat 1.0
- 7 • Golden Frog Baccarat 2.0
- 8 • Golden Frog Baccarat 2.1
- 9 • Millennium-19 / M-19
- 10 • ZooBac
- 11 • Let it Ride Bonus
- 12 • Pai Gow Tiles
- 13 • Three Card Poker
- 14 • Three Card Poker (Version B)
- 15 • Three Card Poker 6 Card Bonus
- 16 • Face Up Pai Gow Poker

17 These Offer-Only rules contain no requirement that the player-dealer position must continuously
18 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
19 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
20 wager during the play of the game, and do not sufficiently distinguish the games from illegal
21 Nevada and New Jersey style-banked games.

22 203. Bay 101 offers the following games with Two-Hand Limit rules:

- 23 • No Bust 21st Century Blackjack 5.0 Buster Blackjack
- 24 • 21st Century Baccarat 8.0 Version
- 25 • Casino War
- 26 • Crazy 4 Poker
- 27 • Ultimate Texas Hold'em Bad Beat Bonus

28 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position

1 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
2 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
3 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
4 from illegal Nevada and New Jersey-style banked games.

5 204. Bay 101 offers the following games with Break rules:

- 6 • No Bust 21st Century Blackjack
- 7 • No Bust 21st Century Blackjack 4.0
- 8 • Bay Baccarat / Pan 9

9 These Break rules contain no effective requirement that the player-dealer position must
10 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
11 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
12 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
13 from illegal Nevada and New Jersey-style banked games.

14 205. Regardless of what is required by game rules, Bay 101 and California TPPs have
15 operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
16 offered at Bay 101 in a manner such that the player-dealer position does not continuously and
17 systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank
18 during game play, the TPP is not limited to only winning or losing a fixed and limited wager
19 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
20 and New Jersey-style banked games.

21 206. Given the nature of the contractual relationship between Bay 101 and the
22 California TPP occupying the purported player-dealer position in Bay 101's games, Bay 101
23 possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow,
24 and analogous games.

25 **H. Blacksheep Casino Company**

26 207. Blacksheep Casino Company is not currently operating but is licensed to operate a
27 card room in Cameron Park, California.

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1 208. Blacksheep Casino Company may offer a number of blackjack, baccarat, pai gow,
2 and analogous games utilizing a purported player-dealer position occupied by a TPP employee
3 ready to take all comers, pay all winners, and collect from all losers. All of these games are
4 banked games operated in violation of the California Constitution and Penal Code.

5 209. Blacksheep Casino Company may offer the following games with Offer-Only
6 rules:

- 7 • EZ Baccarat
- 8 • Pai Gow Poker Gold
- 9 • Three Card Poker 6 Card Bonus
- 10 • Blackjack Elite with Boom Bonus and Super 7s Bonus
- 11 • Face Up Pai Gow Poker
- 12 • Ultimate Texas Hold'em

13 These Offer-Only rules contain no requirement that the player-dealer position must continuously
14 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
15 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
16 wager during the play of the game, and do not sufficiently distinguish the games from illegal
17 Nevada and New Jersey style-banked games.

18 210. Plaintiffs reserve the right to supplement these allegations should Blacksheep
19 Casino Company begin operating after the filing of this action.

20 **I. California Grand Casino**

21 211. California Grand Casino operates a card room in Pacheco, California. One or
22 more of the California TPPs provide third-party proposition player services for California Grand
23 Casino's games.

24 212. California Grand Casino offers a number of blackjack, baccarat, pai gow, and
25 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
26 to take all comers, pay all winners, and collect from all losers. All of these games are banked
27 games operated in violation of the California Constitution and Penal Code.

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1 213. California Grand Casino offers the following game that makes no mention of
2 offering or rotating the player-dealer position in its rules:

- 3 • Buster Blackjack

4 These rules contain no requirement that the player-dealer position must continuously and
5 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
6 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
7 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
8 and New Jersey style-banked games.

9 214. California Grand Casino offers the following games with Offer-Only rules:

- 10 • Hot Action Blackjack
- 11 • War Blackjack
- 12 • Baccarat
- 13 • EZ Baccarat Panda 8
- 14 • PaiBac
- 15 • Face Up Pai Gow Poker
- 16 • Fortune Pai Gow Poker
- 17 • Pai Gow
- 18 • Three Card Poker
- 19 • Three Card Poker 1.3
- 20 • Ultimate Texas Hold'em

21 These Offer-Only rules contain no requirement that the player-dealer position must continuously
22 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
23 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
24 wager during the play of the game, and do not sufficiently distinguish the games from illegal
25 Nevada and New Jersey style-banked games.

26 215. California Grand Casino offers the following games with Break rules:

- 27 • Caribbean Stud Poker
- 28 • Pai Gow Tiles

- Pai Gow Poker (Double Hand Poker)

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

216. Regardless of what is required by game rules, California Grand Casino and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games offered at California Grand Casino in a manner such that the player-dealer position does not continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

217. Given the nature of the contractual relationship between California Grand Casino and the California TPP occupying the purported player-dealer position in California Grand Casino's games, California Grand possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous games.

J. Cameo Club

218. Cameo Club is not currently operating but is licensed to operate a card room in Stockton, California.

219. Cameo Club may offer a number of blackjack, baccarat, pai gow, and analogous games utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers. All of these games are banked games operated in violation of the California Constitution and Penal Code.

220. Cameo Club may offer the following games with Offer-Only rules:

- EZ Baccarat
- Three Card Poker 6 Card Bonus
- Ultimate Texas Hold'em

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- Fortune Pai Gow Poker

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

221. Plaintiffs reserve the right to supplement these allegations should Cameo Club begin operating after the filing of this action.

K. Capitol Casino

222. Capitol Casino operates a card room in Sacramento, California. One or more of the California TPPs provide third-party proposition player services for Capitol Casino’s games.

223. Capitol Casino offers a number of blackjack, baccarat, pai gow, and analogous games utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers. All of these games are banked games operated in violation of the California Constitution and Penal Code.

224. Capitol Casino offers the following game that makes no mention of offering or rotating the player-dealer in its rules:

- Buster Blackjack

These rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

225. Capitol Casino offers the following games with Offer-Only rules:

- Commission-Free Baccarat Dragon Bonus
- EZ Baccarat
- Dai Bacc
- Fast Nine
- Face Up Pai Gow Poker

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- Pai Gow Tiles
- Three Card Poker 6 Card Bonus

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

226. Capitol Casino offers the following games with Two-Hand Limit rules:

- Pure 21.5 Blackjack
- Pure 21.5 Blackjack Red Flex Bet Wager
- Supreme Baccarat
- Fortune Pai Gow Poker

These Two-Hand-Limit rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

227. Capitol Casino offers the following game with Break rules:

- No Bust 21st Century Blackjack 4.01

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

228. Regardless of what is required by game rules, Capitol Casino and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games offered at Capitol Casino in a manner such that the player-dealer position does not continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a

1 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
2 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
3 and New Jersey-style banked games.

4 229. Given the nature of the contractual relationship between Capitol Casino and the
5 California TPP occupying the purported player-dealer position in Capitol Casino's games, Capitol
6 Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat,
7 pai gow, and analogous games.

8 **L. Casino 99**

9 230. Casino 99 operates a card room in Chico, California. One or more of the
10 California TPPs provide third-party proposition player services for Casino 99's games.

11 231. Casino 99 offers a number of blackjack, baccarat, pai gow, and analogous games
12 utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers,
13 pay all winners, and collect from all losers. All of these games are banked games operated in
14 violation of the California Constitution and Penal Code.

15 232. Casino 99 offers the following games with Offer-Only rules:

- 16 • Pure 21.5 Blackjack 3 to 2
- 17 • Pure 21.5 Blackjack 6 to 5
- 18 • Three Card Poker Six Card Bonus
- 19 • EZ Baccarat Panda 8
- 20 • Fortune Pai Gow Poker
- 21 • Pure Spanish 21.5
- 22 • Ultimate Texas Hold'em

23 These Offer-Only rules contain no requirement that the player-dealer position must continuously
24 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
25 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
26 wager during the play of the game, and do not sufficiently distinguish the games from illegal
27 Nevada and New Jersey style-banked games.

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1 233. Regardless of what is required by game rules, Casino 99 and California TPPs have
2 operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
3 offered at Casino 99 in a manner such that the player-dealer position does not continuously and
4 systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank
5 during game play, the TPP is not limited to only winning or losing a fixed and limited wager
6 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
7 and New Jersey-style banked games.

8 234. Given the nature of the contractual relationship between Casino 99 and the
9 California TPP occupying the purported player-dealer position in Casino 99's games, Casino 99
10 possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow,
11 and analogous games.

12 **M. Casino Chico**

13 235. Casino Chico operates a card room in Chico, California. One or more of the
14 California TPPs provide third-party proposition player services for Casino Chico's games.

15 236. Casino Chico offers a number of blackjack, baccarat, pai gow, and analogous
16 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
17 comers, pay all winners, and collect from all losers. All of these games are banked games
18 operated in violation of the California Constitution and Penal Code.

19 237. Casino Chico offers the following games with Offer-Only rules:

- 20 • Fortune Pai Gow Poker
- 21 • Three Card Poker 6 Card Bonus
- 22 • Pure 21.5 Blackjack 6 to 5
- 23 • Pure 21.5 Blackjack 3 to 2
- 24 • Never Fold'em Hold'em

25 These Offer-Only rules contain no requirement that the player-dealer position must continuously
26 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
27 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
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1 wager during the play of the game, and do not sufficiently distinguish the games from illegal
2 Nevada and New Jersey style-banked games.

3 238. Regardless of what is required by game rules, Casino Chico and California TPPs
4 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
5 offered at Casino Chico in a manner such that the player-dealer position does not continuously
6 and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a
7 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
8 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
9 and New Jersey-style banked games.

10 239. Given the nature of the contractual relationship between Casino Chico and the
11 California TPP occupying the purported player-dealer position in Casino Chico's games, Casino
12 Chico possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat,
13 pai gow, and analogous games.

14 **N. Casino Club**

15 240. Casino Club operates a card room in Redding, California. One or more of the
16 California TPPs provide third-party proposition player services for Casino Club's games.

17 241. Casino Club offers a number of blackjack and analogous games utilizing a
18 purported player-dealer position occupied by a TPP employee ready to take all comers, pay all
19 winners, and collect from all losers. All of these games are banked games operated in violation of
20 the California Constitution and Penal Code.

21 242. Casino Club offers the following games with Offer-Only rules:

- 22 • Pure 21.5 Blackjack with Red Flex and Buster Bonus Wagers
- 23 • Three Card Poker Six Card Bonus

24 These Offer-Only rules contain no requirement that the player-dealer position must continuously
25 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
26 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
27 wager during the play of the game, and do not sufficiently distinguish the games from illegal
28 Nevada and New Jersey style-banked games.

1 243. Regardless of what is required by game rules, Casino Club and California TPPs
2 have operated and continue to operate all the blackjack and analogous games offered at Casino
3 Club in a manner such that the player-dealer position does not continuously and systematically
4 rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game
5 play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of
6 the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-
7 style banked games.

8 244. Given the nature of the contractual relationship between Casino Club and the
9 California TPP occupying the purported player-dealer position in Casino Club’s games, Casino
10 Club possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai
11 gow, and analogous games.

12 **O. Casino M8trix**

13 245. Casino M8trix operates a card room in San Jose, California. One or more of the
14 California TPPs provide third-party proposition player services for Casino M8trix’s games.

15 246. Casino M8trix offers a number of blackjack, baccarat, pai gow, and analogous
16 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
17 comers, pay all winners, and collect from all losers. All of these games are banked games
18 operated in violation of the California Constitution and Penal Code.

19 247. Casino M8trix offers the following games that make no mention of offering or
20 rotating the player-dealer position in their rules:

- 21 • Pai Gow’d
- 22 • Fortune Pai Gow Poker
- 23 • Let it Ride Bonus
- 24 • Pai Gow Tiles

25 These rules contain no requirement that the player-dealer position must continuously and
26 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
27 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
28 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada

1 and New Jersey style-banked games.

2 248. Casino M8trix offers the following games with Offer-Only rules:

- 3 • 21st Century Blackjack Switch
- 4 • Pure Spanish 21.5
- 5 • Pure 21.5 Blackjack
- 6 • Pure 21.5 Blackjack 1.0
- 7 • Pure 21.5 Blackjack 2.0
- 8 • Baccarat Gold 1.0
- 9 • Baccarat Gold 3.0
- 10 • Eternal Baccarat
- 11 • Casino War
- 12 • Double Hand Poker Bonus Gold 10
- 13 • Face Up Pai Gow Poker
- 14 • Six Card Poker Two-Way Bad Beat
- 15 • Three Card Poker
- 16 • Ultimate Texas Hold'em Bad Beat Bonus

17 These Offer-Only rules contain no requirement that the player-dealer position must continuously
18 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
19 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
20 wager during the play of the game, and do not sufficiently distinguish the games from illegal
21 Nevada and New Jersey style-banked games.

22 249. Casino M8trix offers the following game with Two-Hand Limit rules:

- 23 • Crazy 4 Poker

24 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
25 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
26 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
27 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
28 from illegal Nevada and New Jersey-style banked games.

1 250. Casino M8trix offers the following games with Break rules:

- 2 • Buster Blackjack Wager
- 3 • 20 Pays Blackjack Wager
- 4 • Baccarat Gold
- 5 • Baccarat Gold 2.0
- 6 • Double Hand Poker Bonus Gold

7 These Break rules contain no effective requirement that the player-dealer position must
8 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
9 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
10 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
11 from illegal Nevada and New Jersey-style banked games.

12 251. Regardless of what is required by game rules, Casino M8trix and California TPPs
13 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
14 offered at Casino M8trix in a manner such that the player-dealer position does not continuously
15 and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a
16 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
17 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
18 and New Jersey-style banked games.

19 252. Given the nature of the contractual relationship between Casino M8trix and the
20 California TPP occupying the purported player-dealer position in Casino M8trix's games, Casino
21 M8trix possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat,
22 pai gow, and analogous games.

23 **P. Casino Marysville**

24 253. Casino Marysville is not currently operating but is licensed to operate a card room
25 in Marysville, California.

26 254. Casino Marysville may offer a number of blackjack, baccarat, pai gow, and
27 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
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1 to take all comers, pay all winners, and collect from all losers. All of these games are banked
2 games operated in violation of the California Constitution and Penal Code.

3 255. Casino Marysville may offer the following games with Offer-Only rules:

- 4 • Three Card Poker
- 5 • Three Card Poker 6 Card Bonus
- 6 • Face Up Pai Gow Poker

7 These Offer-Only rules contain no requirement that the player-dealer position must continuously
8 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
9 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
10 wager during the play of the game, and do not sufficiently distinguish the games from illegal
11 Nevada and New Jersey style-banked games.

12 256. Casino Marysville may offer the following game with Two-Hand Limit rules:

- 13 • Fortune Pai Gow Poker

14 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
15 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
16 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
17 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
18 from illegal Nevada and New Jersey-style banked games.

19 257. Casino Marysville may offer the following games with Break rules:

- 20 • No Bust 21st Century Blackjack
- 21 • Pai Gow Tiles
- 22 • Pure 21.5 Blackjack

23 These Break rules contain no effective requirement that the player-dealer position must
24 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
25 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
26 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
27 from illegal Nevada and New Jersey-style banked games.

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1 258. Plaintiffs reserve the right to supplement these allegations should Casino
2 Marysville begin operating after the filing of this action.

3 **Q. Casino Merced**

4 259. Casino Merced operates a card room in Merced, California. One or more of the
5 California TPPs provide third-party proposition player services for Casino Merced's games.

6 260. Casino Merced offers a number of blackjack, baccarat, pai gow, and analogous
7 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
8 comers, pay all winners, and collect from all losers. All of these games are banked games
9 operated in violation of the California Constitution and Penal Code.

10 261. Casino Merced offers the following games with Offer-Only rules:

- 11 • Pure Spanish 21.5
- 12 • Pure 21.5 Blackjack
- 13 • Three Card Poker 6 Card Bonus
- 14 • EZ Baccarat Panda 8
- 15 • Ultimate Texas Hold'em

16 These Offer-Only rules contain no requirement that the player-dealer position must continuously
17 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
18 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
19 wager during the play of the game, and do not sufficiently distinguish the games from illegal
20 Nevada and New Jersey style-banked games.

21 262. Regardless of what is required by game rules, Casino Merced and California TPPs
22 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
23 offered at Casino Merced in a manner such that the player-dealer position does not continuously
24 and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a
25 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
26 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
27 and New Jersey-style banked games.

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1 263. Given the nature of the contractual relationship between Casino Merced and the
2 California TPP occupying the purported player-dealer position in Casino Merced’s games, Casino
3 Merced possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat,
4 pai gow, and analogous games.

5 **R. Central Coast Casino**

6 264. Central Coast Casino operates a card room in Grover Beach, California. One or
7 more of the California TPPs provide third-party proposition player services for Central Coast
8 Casino’s games.

9 265. Central Coast Casino offers a number of blackjack, baccarat, pai gow, and
10 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
11 to take all comers, pay all winners, and collect from all losers. All of these games are banked
12 games operated in violation of the California Constitution and Penal Code.

13 266. Central Coast Casino offers the following game with Offer-Only rules:

- 14 • Pai Gow Poker

15 These Offer-Only rules contain no requirement that the player-dealer position must continuously
16 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
17 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
18 wager during the play of the game, and do not sufficiently distinguish the games from illegal
19 Nevada and New Jersey style-banked games.

20 267. Central Coast Casino offers the following game with Break rules:

- 21 • 21st Century Blackjack No Bust Blackjack

22 These Break rules contain no effective requirement that the player-dealer position must
23 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
24 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
25 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
26 from illegal Nevada and New Jersey-style banked games.

27 268. Regardless of what is required by game rules, Central Coast Casino and California
28 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous

1 games offered at Central Coast Casino in a manner such that the player-dealer position does not
2 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
3 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
4 limited wager during the play of the game, and the games are not sufficiently distinguished from
5 illegal Nevada and New Jersey-style banked games.

6 269. Given the nature of the contractual relationship between Central Coast Casino and
7 the California TPP occupying the purported player-dealer position in Central Coast Casino's
8 games, Central Coast Casino possesses an illegal interest in the funds wagered, lost, or won in its
9 blackjack, baccarat, pai gow, and analogous games.

10 **S. Club One Casino**

11 270. Club One Casino operates a card room in Fresno, California. One or more of the
12 California TPPs provide third-party proposition player services for Club One Casino games.

13 271. Club One Casino offers a number of blackjack, baccarat, pai gow, and analogous
14 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
15 comers, pay all winners, and collect from all losers. All of these games are banked games
16 operated in violation of the California Constitution and Penal Code.

17 272. Club One Casino offers the following games that make no mention of offering or
18 rotating the player-dealer position in their rules:

- 19 • Century 21 Baccarat
- 20 • Caribbean Stud Poker
- 21 • Fortune Pai Gow Poker
- 22 • Pai Gow Tiles
- 23 • Three Card Poker

24 These rules contain no requirement that the player-dealer position must continuously and
25 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
26 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
27 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
28 and New Jersey style-banked games.

1 273. Club One Casino offers the following games with Offer-Only rules:

- 2 • 21st Century Blackjack Switch
- 3 • Pure 21.5 Blackjack
- 4 • Pure Spanish 21.5 Blackjack 3 to 2
- 5 • Pure Spanish 21.5 Blackjack 6 to 5
- 6 • EZ Baccarat Panda 8
- 7 • 21st Century Baccarat Dai Bacc Version
- 8 • Face Up Pai Gow Poker
- 9 • Pai Gow Poker
- 10 • Pure Spanish 21.5 3 to 2
- 11 • Pure Spanish 21.5 6 to 5
- 12 • Three Card Poker 6 Card Bonus

13 These Offer-Only rules contain no requirement that the player-dealer position must continuously
14 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
15 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
16 wager during the play of the game, and do not sufficiently distinguish the games from illegal
17 Nevada and New Jersey style-banked games.

18 274. Club One Casino offers the following games with Two-Hand Limit rules:

- 19 • Supreme Baccarat
- 20 • Super Pan 9
- 21 • Ultra Pan 9
- 22 • Casino War
- 23 • Fast Action Hold'em
- 24 • Ultimate Texas Hold'em

25 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
26 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
27 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 275. Club One Casino offers the following games with Break rules:

- 3 • No Bust 21st Century Blackjack
- 4 • No Bust 21st Century Blackjack 4.0

5 These Break rules contain no effective requirement that the player-dealer position must
6 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
7 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
8 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
9 from illegal Nevada and New Jersey-style banked games.

10 276. Regardless of what is required by game rules, Club One Casino and California
11 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
12 games offered at Club One Casino in a manner such that the player-dealer position does not
13 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
14 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
15 limited wager during the play of the game, and the games are not sufficiently distinguished from
16 illegal Nevada and New Jersey-style banked games.

17 277. Given the nature of the contractual relationship between Club One Casino and the
18 California TPP occupying the purported player-dealer position in Club One Casino's games, Club
19 One Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
20 baccarat, pai gow, and analogous games.

21 **T. Commerce Casino**

22 278. Commerce Casino operates a card room in Commerce, California. One or more of
23 the California TPPs provide third-party proposition player services for Commerce Casino's
24 games.

25 279. Commerce Casino offers a number of blackjack, baccarat, pai gow, and analogous
26 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
27 comers, pay all winners, and collect from all losers. All of these games are banked games
28 operated in violation of the California Constitution and Penal Code.

1 280. Commerce Casino offers the following games that make no mention of offering or
2 rotating the player-dealer position in their rules:

- 3 • Pai Gow Express
- 4 • Three Card Poker

5 These rules contain no requirement that the player-dealer position must continuously and
6 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
7 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
8 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
9 and New Jersey style-banked games.

10 281. Commerce Casino offers the following games with Offer-Only rules:

- 11 • 21st Century Blackjack Switch
- 12 • No Bust 21st Century Blackjack 1.0 with Buster Blackjack Bonus Bet and Perfect
13 Pairs
- 14 • 21st Century Blackjack 9.0 with Buster Blackjack Bonus Bet and Perfect Pair
15 Bonus Bet
- 16 • Dragon Dai Bacc
- 17 • Bai Cao Monkey 9
- 18 • California Baccarat with Bonus Pairs
- 19 • California Baccarat with Fire Dragon Bonus
- 20 • California Baccarat with Bonus Pairs and Fire Dragon Bonus
- 21 • Golden Frog Baccarat
- 22 • Monkey Baccarat
- 23 • Pan 9 Dragon 9 Bonus and Super Bonus Bet
- 24 • Super 9
- 25 • Pai Gow Poker, Joker's (Not Wild Version)
- 26 • Pai Gow Poker, Joker's wild version
- 27 • Three Card Poker 6 Card Bonus
- 28 • Monkey 9

- 1 • Mississippi Stud
- 2 • Pai Gow Tiles
- 3 • Face Up Pai Gow Poker
- 4 • Face Up Pai Gow Poker Joker's Wild
- 5 • Face Up Pai Gow Poker Version 2.0
- 6 • Super Pan 9 (Pan 9)
- 7 • Wild 52
- 8 • Bonanza Pai Gow

9 These Offer-Only rules contain no requirement that the player-dealer position must continuously
10 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
11 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
12 wager during the play of the game, and do not sufficiently distinguish the games from illegal
13 Nevada and New Jersey style-banked games.

14 282. Commerce Casino offers the following games with Two-Hand Limit rules:

- 15 • No Bust Blackjack 4.1A
- 16 • 21st Blackjack 6.1A
- 17 • 21st Century Baccarat 8.1
- 18 • No Bust 21st Century Blackjack Buster Blackjack Side Bet Version 6.1
- 19 • Baccarat with Optional Bonus Pair Wager
- 20 • 21st Century Baccarat Royale 9.2
- 21 • EZ Baccarat
- 22 • 21st Century Baccarat Royale 9.2 No Commission
- 23 • Fortune Pai Gow Poker
- 24 • Let it Ride Bonus
- 25 • Caribbean Stud Poker
- 26 • EZ Pai Gow
- 27 • Casino War
- 28 • Ultimate Texas Hold'em

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- Crazy 4 Poker

These Two-Hand-Limit rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

283. Commerce Casino offers the following games with Break rules:

- No Bust 21st Century Blackjack 4.1
- No Bust 21st Century Blackjack Buster Blackjack Side Bet 6.1
- No Bust 21st Century Blackjack Second Chances
- 21st Century Baccarat 5.1
- 21st Century Baccarat Face Up Version
- Asia Poker
- Asia Poker Bonus

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

284. Regardless of what is required by game rules, Commerce Casino and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games offered at Commerce Casino in a manner such that the player-dealer position does not continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

285. Given the nature of the contractual relationship between Commerce Casino and the California TPP occupying the purported player-dealer position in Commerce Casino’s games,

1 Commerce Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
2 baccarat, pai gow, and analogous games.

3 **U. Crystal Park Casino**

4 286. Crystal Park Casino operates a card room in Compton, California. One or more of
5 the California TPPs provide third-party proposition player services for Crystal Park Casino's
6 games.

7 287. Crystal Park Casino offers a number of blackjack, baccarat, pai gow, and
8 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
9 to take all comers, pay all winners, and collect from all losers. All of these games are banked
10 games operated in violation of the California Constitution and Penal Code.

11 288. Crystal Park Casino offers the following games that make no mention of offering
12 or rotating the player-dealer position in their rules:

- 13 • Three Card Poker 6 Card Bonus
- 14 • 13-Card (Chinese Poker)

15 These rules contain no requirement that the player-dealer position must continuously and
16 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
17 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
18 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
19 and New Jersey style-banked games.

20 289. Crystal Park Casino offers the following games with Offer-Only rules:

- 21 • Pure Spanish 21.5
- 22 • No Bust 21st Century Blackjack 4.0a Perfect Pairs
- 23 • 21st Century Free Bet Blackjack
- 24 • Asian Baccarat
- 25 • EZ Baccarat
- 26 • Fortune 7 Baccarat
- 27 • California Baccarat
- 28 • RUYI Baccarat

- 1 • Dragon Dai Bacc
- 2 • Face Up Pai Gow Poker
- 3 • Mississippi Stud Poker

4 These Offer-Only rules contain no requirement that the player-dealer position must continuously
5 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
6 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
7 wager during the play of the game, and do not sufficiently distinguish the games from illegal
8 Nevada and New Jersey style-banked games.

9 290. Crystal Park Casino offers the following games with Two-Hand Limit rules:

- 10 • No Bust 21st Century Blackjack 4.0a
- 11 • Pai Gow Poker
- 12 • Fortune Pai Gow Poker
- 13 • Ultimate Texas Hold'em

14 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
15 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
16 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
17 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
18 from illegal Nevada and New Jersey-style banked games.

19 291. Crystal Park Casino offers the following games with Break rules:

- 20 • 21st Century Baccarat Face Up Version with Tie Hands
- 21 • 21st Century Baccarat
- 22 • 21st Century Baccarat 5.0 version

23 These Break rules contain no effective requirement that the player-dealer position must
24 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
25 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
26 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
27 from illegal Nevada and New Jersey-style banked games.

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1 292. Regardless of what is required by game rules, Crystal Park Casino and California
2 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
3 games offered at Crystal Park Casino in a manner such that the player-dealer position does not
4 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
5 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
6 limited wager during the play of the game, and the games are not sufficiently distinguished from
7 illegal Nevada and New Jersey-style banked games.

8 293. Given the nature of the contractual relationship between Crystal Park Casino and
9 the California TPP occupying the purported player-dealer position in Crystal Park Casino's
10 games, Crystal Park Casino possesses an illegal interest in the funds wagered, lost, or won in its
11 blackjack, baccarat, pai gow, and analogous games.

12 **V. Diamond Jim's Casino**

13 294. Diamond Jim's Casino operates a card room in Rosamond, California. One or
14 more of the California TPPs provide third-party proposition player services for Diamond Jim's
15 Casino's games.

16 295. Diamond Jim's Casino offers a number of blackjack, baccarat, pai gow, and
17 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
18 to take all comers, pay all winners, and collect from all losers. All of these games are banked
19 games operated in violation of the California Constitution and Penal Code.

20 296. Diamond Jim's Casino offers the following game that makes no mention of
21 offering or rotating the player-dealer position in its rules:

- 22 • Caribbean Stud

23 These rules contain no requirement that the player-dealer position must continuously and
24 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
25 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
26 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
27 and New Jersey style-banked games.

28 297. Diamond Jim's Casino offers the following games with Offer-Only rules:

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- EZ Baccarat Panda 8
- Diamond Jim’s Pai Gow Poker

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

298. Diamond Jim’s Casino offers the following games with Two-Hand Limit rules:

- No Bust 21st Century Blackjack version 6.1
- No Bust Blackjack 6.1A
- Fortune Pai Gow Poker
- Fortune Pai Gow Poker Joker Fully Wild
- Three Card Poker 6 Card Bonus
- Ultimate Texas Hold’em

These Two-Hand-Limit rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

299. Diamond Jim’s Casino offers the following games with Break rules:

- No Bust Blackjack
- Super Pan 9

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

1 300. Regardless of what is required by game rules, Diamond Jim’s Casino and
2 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
3 analogous games offered at Diamond Jim’s Casino in a manner such that the player-dealer
4 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
5 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
6 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
7 distinguished from illegal Nevada and New Jersey-style banked games.

8 301. Given the nature of the contractual relationship between Diamond Jim’s Casino
9 and the California TPP occupying the purported player-dealer position in Diamond Jim’s
10 Casino’s games, Diamond Jim’s Casino possesses an illegal interest in the funds wagered, lost, or
11 won in its blackjack, baccarat, pai gow, and analogous games.

12 **W. Empire Sportsmen’s Association**

13 302. Empire Sportsmen’s Association operates a card room in Modesto, California.
14 One or more of the California TPPs provide third-party proposition player services for Empire
15 Sportsmen’s Association games.

16 303. Empire Sportsmen’s Association offers a number of blackjack, baccarat, pai gow,
17 and analogous games utilizing a purported player-dealer position occupied by a TPP employee
18 ready to take all comers, pay all winners, and collect from all losers. All of these games are
19 banked games operated in violation of the California Constitution and Penal Code.

20 304. Empire Sportsmen’s Association offers the following game that makes no mention
21 of offering or rotating the player-dealer position in its rules:

- 22 • Buster Blackjack

23 These rules contain no requirement that the player-dealer position must continuously and
24 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
25 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
26 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
27 and New Jersey style-banked games.

1 305. Empire Sportsmen’s Association offers the following games with Offer-Only
2 rules:

- 3 • EZ Baccarat Panda 8
- 4 • Double Hand Poker
- 5 • Pure Spanish 21.5
- 6 • Face Up Pai Gow Poker
- 7 • Face Up Pai Gow Poker 2.0
- 8 • Pai Gow Tiles
- 9 • Three Card Poker 6 Card Bonus
- 10 • Ultimate Texas Hold’em Bad Beat Bonus

11 These Offer-Only rules contain no requirement that the player-dealer position must continuously
12 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
13 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
14 wager during the play of the game, and do not sufficiently distinguish the games from illegal
15 Nevada and New Jersey style-banked games.

16 306. Empire Sportsmen’s Association offers the following games with Two-Hand Limit
17 rules:

- 18 • 21st Century Blackjack 8.0 with Buster Blackjack
- 19 • Fortune Pai Gow Poker 1.1
- 20 • Three Card Poker
- 21 • Ultimate Texas Hold’em

22 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
23 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
24 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
25 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
26 from illegal Nevada and New Jersey-style banked games.

27 307. Empire Sportsmen’s Association offers the following games with Break rules:

- 28 • No Bust 21st Century Blackjack

- 1 • Pure 21.5 Blackjack
- 2 • 21st Century Baccarat Face Up Version with Tie Bet

3 These Break rules contain no effective requirement that the player-dealer position must
4 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
5 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
6 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
7 from illegal Nevada and New Jersey-style banked games.

8 308. Regardless of what is required by game rules, Empire Sportsmen’s Association
9 and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow,
10 and analogous games offered at Empire Sportsmen’s Association in a manner such that the
11 player-dealer position does not continuously and systematically rotate, the TPP is not otherwise
12 precluded from maintaining or operating as a bank during game play, the TPP is not limited to
13 only winning or losing a fixed and limited wager during the play of the game, and the games are
14 not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

15 309. Given the nature of the contractual relationship between Empire Sportsmen’s
16 Association and the California TPP occupying the purported player-dealer position in Empire
17 Sportsmen’s Association’s games, Empire Sportsmen’s Association possesses an illegal interest
18 in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous games.

19 **X. Epoch Casino**

20 310. Epoch Casino is not currently operating but is licensed to operate a card room in
21 Rancho Cordova, California.

22 311. Epoch Casino may offer a number of blackjack, baccarat, pai gow, and analogous
23 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
24 comers, pay all winners, and collect from all losers. All of these games are banked games
25 operated in violation of the California Constitution and Penal Code.

26 312. Epoch Casino may offer the following game that makes no mention of offering or
27 rotating the player-dealer position in its rules:

- 28 • Ultimate Texas Hold’em

1 These rules contain no requirement that the player-dealer position must continuously and
2 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
3 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
4 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
5 and New Jersey style-banked games.

6 313. Epoch Casino may offer the following games with Offer-Only rules:

- 7 • Double Hand Marquez Bonus Bet
- 8 • Pure 21.5 Blackjack
- 9 • EZ Baccarat
- 10 • Three Card Poker
- 11 • ZooBac
- 12 • Face Up Pai Gow Poker
- 13 • Three Card Poker 6 Card Bonus

14 These Offer-Only rules contain no requirement that the player-dealer position must continuously
15 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
16 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
17 wager during the play of the game, and do not sufficiently distinguish the games from illegal
18 Nevada and New Jersey style-banked games.

19 314. Epoch Casino may offer the following games with Two-Hand Limit rules:

- 20 • Pai Gow Poker
- 21 • Fortune Pai Gow Poker Bonus Bet

22 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
23 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
24 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
25 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
26 from illegal Nevada and New Jersey-style banked games.

27 315. Epoch Casino may offer the following game with Break rules:

- 28 • No Bust 21st Century Blackjack

1 These Break rules contain no effective requirement that the player-dealer position must
2 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
3 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
4 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
5 from illegal Nevada and New Jersey-style banked games.

6 316. Plaintiffs reserve the right to supplement these allegations should Epoch Casino
7 begin operating after the filing of this action.

8 **Y. The Gardens Casino**

9 317. The Gardens Casino operates a card room in Hawaiian Gardens, California. One
10 or more of the California TPPs provide third-party proposition player services for the Gardens
11 Casino's games.

12 318. The Gardens Casino offers a number of blackjack, baccarat, pai gow, and
13 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
14 to take all comers, pay all winners, and collect from all losers. All of these games are banked
15 games operated in violation of the California Constitution and Penal Code.

16 319. The Gardens Casino offers the following games with Offer-Only rules:

- 17 • ZooBac
- 18 • Face Up Pai Gow Poker
- 19 • Pai Gow Tiles Wild
- 20 • Pokara
- 21 • Super Pan 9 with Bonus Tie Bet
- 22 • Three Card Poker 6 Card Bonus
- 23 • Baccarat
- 24 • Blackjack Poker
- 25 • Ultimate Texas Hold'em
- 26 • Fortune 7 Baccarat
- 27 • Gardens Baccarat
- 28 • EZ Baccarat Panda 8

1 These Offer-Only rules contain no requirement that the player-dealer position must continuously
2 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
3 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
4 wager during the play of the game, and do not sufficiently distinguish the games from illegal
5 Nevada and New Jersey style-banked games.

6 320. The Gardens Casino offers the following games with Two-Hand Limit rules:

- 7 • Hawaiian Blackjack
- 8 • Blackjack Poker
- 9 • Baccarat 9
- 10 • 9.5
- 11 • Caribbean Stud Poker
- 12 • Joker's Wild Pai Gow Poker
- 13 • Pai Gow Poker
- 14 • Pai Gow Poker & Fortune Pai Gow Poker Bonus Bet
- 15 • Pai Gow Tiles
- 16 • Pan 9 (and with Bonus Tie Bet)
- 17 • Super 9
- 18 • 13-Card (Chinese Poker)
- 19 • Asian Five-Card Stud

20 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
21 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
22 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 321. Regardless of what is required by game rules, the Gardens Casino and California
26 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
27 games offered at the Gardens Casino in a manner such that the player-dealer position does not
28 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or

1 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
2 limited wager during the play of the game, and the games are not sufficiently distinguished from
3 illegal Nevada and New Jersey-style banked games.

4 322. Given the nature of the contractual relationship between the Gardens Casino and
5 the California TPP occupying the purported player-dealer position in the Gardens Casino games,
6 the Gardens Casino possesses an illegal interest in the funds wagered, lost, or won in its
7 blackjack, baccarat, pai gow, and analogous games.

8 **Z. Garlic City Club**

9 323. Garlic City Club operates a card room in Gilroy, California. One or more of the
10 California TPPs provide third-party proposition player services for Garlic City Club's games.

11 324. Garlic City Club offers a number of blackjack, baccarat, pai gow, and analogous
12 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
13 comers, pay all winners, and collect from all losers. All of these games are banked games
14 operated in violation of the California Constitution and Penal Code.

15 325. Garlic City Club offers the following games that make no mention of offering or
16 rotating the player-dealer position in their rules:

- 17 • Three Card Poker
- 18 • Caribbean Stud Poker
- 19 • Super Pan Nine

20 These rules contain no requirement that the player-dealer position must continuously and
21 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
22 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
23 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
24 and New Jersey style-banked games.

25 326. Garlic City Club offers the following games with Offer-Only rules:

- 26 • Pai Gow Tiles
- 27 • EZ Baccarat Panda 8
- 28 • Three Card Poker 6 Card Bonus

1 These Offer-Only rules contain no requirement that the player-dealer position must continuously
2 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
3 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
4 wager during the play of the game, and do not sufficiently distinguish the games from illegal
5 Nevada and New Jersey style-banked games.

6 327. Garlic City Club offers the following games with Two-Hand Limit rules:

- 7 • Fortune Pai Gow Poker
- 8 • Ultimate Texas Hold'em

9 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
10 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
11 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
12 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
13 from illegal Nevada and New Jersey-style banked games.

14 328. Garlic City Club offers the following game with Break rules:

- 15 • No Bust 21st Century Blackjack 5.1 Version

16 These Break rules contain no effective requirement that the player-dealer position must
17 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
18 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
19 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
20 from illegal Nevada and New Jersey-style banked games.

21 329. Regardless of what is required by game rules, Garlic City Club and California
22 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
23 games offered at Garlic City Club in a manner such that the player-dealer position does not
24 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
25 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
26 limited wager during the play of the game, and the games are not sufficiently distinguished from
27 illegal Nevada and New Jersey-style banked games.

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1 330. Given the nature of the contractual relationship between Garlic City Club and the
2 California TPP occupying the purported player-dealer position in Garlic City Club’s games,
3 Garlic City Club possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
4 baccarat, pai gow, and analogous games.

5 **AA. Golden Valley Casino**

6 331. Golden Valley Casino is not currently operating but is licensed to operate a card
7 room in Merced, California.

8 332. Golden Valley Casino may offer a number of blackjack, baccarat, pai gow, and
9 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
10 to take all comers, pay all winners, and collect from all losers. All of these games are banked
11 games operated in violation of the California Constitution and Penal Code.

12 333. Golden Valley Casino may offer the following games that make no mention of
13 offering or rotating the player-dealer position in their rules:

- 14 • Double Hand Poker (Pai Gow Poker)
- 15 • Super 9
- 16 • California Blackjack (“22”)

17 These rules contain no requirement that the player-dealer position must continuously and
18 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
19 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
20 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
21 and New Jersey style-banked games.

22 334. Golden Valley Casino may offer the following games with Offer-Only rules:

- 23 • Pure 21.5 Blackjack
- 24 • Three Card Poker 6 Card Bonus
- 25 • Ultimate Texas Hold’em

26 These Offer-Only rules contain no requirement that the player-dealer position must continuously
27 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
28 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited

1 wager during the play of the game, and do not sufficiently distinguish the games from illegal
2 Nevada and New Jersey style-banked games.

3 335. Plaintiffs reserve the right to supplement these allegations should Golden Valley
4 Casino begin operating after the filing of this action.

5 **BB. Golden West Casino**

6 336. Golden West Casino operates a card room in Bakersfield, California. One or more
7 of the California TPPs provide third-party proposition player services for Golden West Casino's
8 games.

9 337. Golden West Casino offers a number of blackjack, baccarat, pai gow, and
10 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
11 to take all comers, pay all winners, and collect from all losers. All of these games are banked
12 games operated in violation of the California Constitution and Penal Code.

13 338. Golden West Casino offers the following game that makes no mention of offering
14 or rotating the player-dealer position in its rules:

- 15
 - Joker Poker

16 These rules contain no requirement that the player-dealer position must continuously and
17 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
18 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
19 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
20 and New Jersey style-banked games.

21 339. Golden West Casino offers the following games with Offer-Only rules:

- 22
 - 21st Century Blackjack Switch
 - Pure Spanish 21.5
 - EZ Baccarat
 - Face Up Pai Gow Poker
 - Three Card Poker 6 Card Bonus

27 These Offer-Only rules contain no requirement that the player-dealer position must continuously
28 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a

1 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
2 wager during the play of the game, and do not sufficiently distinguish the games from illegal
3 Nevada and New Jersey style-banked games.

4 340. Golden West Casino offers the following games with Two-Hand Limit rules:

- 5 • 21st Century Blackjack 7.0 with Bonus Pair and Buster Blackjack
- 6 • Casino War
- 7 • Fortune Pai Gow Poker
- 8 • Ultimate Texas Hold'em

9 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
10 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
11 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
12 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
13 from illegal Nevada and New Jersey-style banked games.

14 341. Golden West Casino offers the following game with Break rules:

- 15 • No Bust 21st Century Blackjack 4.0

16 These Break rules contain no effective requirement that the player-dealer position must
17 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
18 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
19 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
20 from illegal Nevada and New Jersey-style banked games.

21 342. Regardless of what is required by game rules, Golden West Casino and California
22 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
23 games offered at Golden West Casino in a manner such that the player-dealer position does not
24 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
25 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
26 limited wager during the play of the game, and the games are not sufficiently distinguished from
27 illegal Nevada and New Jersey-style banked games.

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1 343. Given the nature of the contractual relationship between Golden West Casino and
2 the California TPP occupying the purported player-dealer position in Golden West Casino's
3 games, Golden West Casino possesses an illegal interest in the funds wagered, lost, or won in its
4 blackjack, baccarat, pai gow, and analogous games.

5 **CC. Hollywood Park Casino**

6 344. Hollywood Park Casino operates a card room in Inglewood, California. One or
7 more of the California TPPs provide third-party proposition player services for Hollywood Park
8 Casino's games.

9 345. Hollywood Park Casino offers a number of blackjack, baccarat, pai gow, and
10 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
11 to take all comers, pay all winners, and collect from all losers. All of these games are banked
12 games operated in violation of the California Constitution and Penal Code.

13 346. Hollywood Park Casino offers the following games with Offer-Only rules:

- 14 • Turbo Blackjack
- 15 • Pure Spanish 21.5
- 16 • No Bust 21st Century Blackjack 4.0a Perfect Pairs
- 17 • Shaq Jack 21st Century Blackjack
- 18 • 2 Way Winner
- 19 • 21st Century Baccarat v 10.0
- 20 • EZ Baccarat Panda 8
- 21 • Dai Bacc
- 22 • Dragon Dai Bacc 2.0
- 23 • Golden Frog Baccarat
- 24 • Pan 9 Dragon 9 Bonus
- 25 • 2 Way Winner
- 26 • Face Up Pai Gow Poker
- 27 • Matched'em
- 28 • Mississippi Stud Poker

- 1 • Pai Gow Tiles
- 2 • Pan 9 Dragon 9 Bonus
- 3 • Party Craps
- 4 • Six Card Poker Two-Way Bad Beat
- 5 • Three Card Poker
- 6 • Three Card Poker 6 Card Bonus

7 These Offer-Only rules contain no requirement that the player-dealer position must continuously
8 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
9 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
10 wager during the play of the game, and do not sufficiently distinguish the games from illegal
11 Nevada and New Jersey style-banked games.

12 347. Hollywood Park Casino offers the following games with Two-Hand Limit rules:

- 13 • No Bust 21st Century Blackjack 4.0a
- 14 • Casino War
- 15 • Crazy 4 Poker
- 16 • Fortune Pai Gow Poker
- 17 • Pai Gow Poker
- 18 • Pai Gow Poker Joker's Wild
- 19 • Ultimate Texas Hold'em

20 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
21 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
22 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 348. Hollywood Park Casino offers the following games with Break rules:

- 26 • No Bust 21st Century Blackjack version 6.1
- 27 • Pure 21.5 Blackjack

28 These Break rules contain no effective requirement that the player-dealer position must

1 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
2 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
3 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
4 from illegal Nevada and New Jersey-style banked games.

5 349. Regardless of what is required by game rules, Hollywood Park Casino and
6 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
7 analogous games offered at Hollywood Park Casino in a manner such that the player-dealer
8 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
9 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
10 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
11 distinguished from illegal Nevada and New Jersey-style banked games.

12 350. Given the nature of the contractual relationship between Hollywood Park Casino
13 and the California TPP occupying the purported player-dealer position in Hollywood Park
14 Casino's games, Hollywood Park Casino possesses an illegal interest in the funds wagered, lost,
15 or won in its blackjack, baccarat, pai gow, and analogous games.

16 **DD. Hotel Del Rio & Casino**

17 351. Hotel Del Rio & Casino is not currently operating but is licensed to operate a card
18 room in Isleton, California.

19 352. Hotel Del Rio & Casino may offer a game utilizing a purported player-dealer
20 position occupied by a TPP employee ready to take all comers, pay all winners, and collect from
21 all losers. This game is a banked game operated in violation of the California Constitution and
22 Penal Code.

23 353. Hotel Del Rio & Casino may offer the following game with Offer-Only rules:

- 24 • Three Card Poker 6 Card Bonus

25 These Offer-Only rules contain no requirement that the player-dealer position must continuously
26 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
27 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
28

1 wager during the play of the game, and do not sufficiently distinguish the games from illegal
2 Nevada and New Jersey style-banked games.

3 354. Plaintiffs reserve the right to supplement these allegations should Hotel Del Rio &
4 Casino begin operating after the filing of this action.

5 **EE. Hustler Casino**

6 355. Hustler Casino operates a card room in Gardena, California. One or more of the
7 California TPPs provide third-party proposition player services for Hustler Casino's games.

8 356. Hustler Casino offers a number of blackjack, baccarat, pai gow, and analogous
9 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
10 comers, pay all winners, and collect from all losers. All of these games are banked games
11 operated in violation of the California Constitution and Penal Code.

12 357. Hustler Casino offers the following game that makes no mention of offering or
13 rotating the player-dealer position in its rules:

- 14 • 13-Card Chinese Poker

15 These rules contain no requirement that the player-dealer position must continuously and
16 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
17 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
18 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
19 and New Jersey style-banked games.

20 358. Hustler Casino offers the following games with Offer-Only rules:

- 21 • 2 Way Winner
- 22 • RUYI Baccarat
- 23 • Super Pan 9
- 24 • Casino War
- 25 • Crazy 4 Poker
- 26 • Face Up Pai Gow Poker
- 27 • Mississippi Stud 3 Card Bonus
- 28 • Three Card Poker 6 Card Bonus

1 These Offer-Only rules contain no requirement that the player-dealer position must continuously
2 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
3 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
4 wager during the play of the game, and do not sufficiently distinguish the games from illegal
5 Nevada and New Jersey style-banked games.

6 359. Hustler Casino offers the following games with Two-Hand Limit rules:

- 7 • No Bust 21st Century Blackjack 4.0a
- 8 • 21st Century Blackjack 4.0B
- 9 • 21st Century Baccarat version 8.0
- 10 • 21st Century Baccarat Royale 9.0 Version
- 11 • 21st Century Lucky 7 Baccarat
- 12 • Fortune Pai Gow Poker
- 13 • Let it Ride or Let it Ride Bonus
- 14 • Three Card Poker

15 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
16 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
17 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
18 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
19 from illegal Nevada and New Jersey-style banked games.

20 360. Hustler Casino offers the following games with Break rules:

- 21 • 21st Century Blackjack
- 22 • Hustler Casino Blackjack
- 23 • LA Blackjack
- 24 • 21st Century Blackjack Second Chances
- 25 • No Bust 21st Century Blackjack Buster Blackjack Side Bet Version 6.2
- 26 • 21st Century Baccarat
- 27 • Pai Gow Tiles
- 28 • Ultimate Texas Hold'em

- Caribbean Stud Poker
- Pai Gow Poker

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

361. Regardless of what is required by game rules, Hustler Casino and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games offered at Hustler Casino in a manner such that the player-dealer position does not continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

362. Given the nature of the contractual relationship between Hustler Casino and the California TPP occupying the purported player-dealer position in Hustler Casino's games, Hustler Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous games.

FF. Kings Card Club

363. Kings Card Club operates a card room in Stockton, California. One or more of the California TPPs provide third-party proposition player services for Kings Card Club's games.

364. Kings Card Club offers a number of blackjack, baccarat, pai gow, and analogous games utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers. All of these games are banked games operated in violation of the California Constitution and Penal Code.

365. Kings Card Club offers the following game that makes no mention of offering or rotating the player-dealer position in its rules:

- Blackjack X

1 These rules contain no requirement that the player-dealer position must continuously and
2 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
3 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
4 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
5 and New Jersey style-banked games.

6 366. Kings Card Club offers the following games with Offer-Only rules:

- 7 • Three Card Poker 6 Card Bonus
- 8 • Pure 21.5 Blackjack
- 9 • Pure Spanish 21.5
- 10 • Pai Gow Tiles
- 11 • Fortune Pai Gow Poker
- 12 • EZ Baccarat Panda 8
- 13 • Dragon Bonus Baccarat – Commission Free
- 14 • Dai Bacc
- 15 • Face Up Pai Gow Poker

16 These Offer-Only rules contain no requirement that the player-dealer position must continuously
17 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
18 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
19 wager during the play of the game, and do not sufficiently distinguish the games from illegal
20 Nevada and New Jersey style-banked games.

21 367. Regardless of what is required by game rules, Kings Card Club and California
22 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
23 games offered at Kings Card Club in a manner such that the player-dealer position does not
24 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
25 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
26 limited wager during the play of the game, and the games are not sufficiently distinguished from
27 illegal Nevada and New Jersey-style banked games.

1 368. Given the nature of the contractual relationship between Kings Card Club and the
2 California TPP occupying the purported player-dealer position in Kings Card Club's games,
3 Kings Card Club possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
4 baccarat, pai gow, and analogous games.

5 **GG. Lake Bowl Cardroom**

6 369. Lake Bowl Cardroom is not currently operating but is licensed to operate a card
7 room in Folsom, California.

8 370. Lake Bowl Cardroom may offer a number of blackjack, baccarat, pai gow, and
9 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
10 to take all comers, pay all winners, and collect from all losers. All of these games are banked
11 games operated in violation of the California Constitution and Penal Code.

12 371. Lake Bowl Cardroom may offer the following game that makes no mention of
13 offering or rotating the player-dealer position in its rules:

- 14 • No Bust Blackjack

15 These rules contain no requirement that the player-dealer position must continuously and
16 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
17 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
18 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
19 and New Jersey style-banked games.

20 372. Lake Bowl Cardroom may offer the following game with Offer-Only rules:

- 21 • Three Card Poker 6 Card Bonus

22 These Offer-Only rules contain no requirement that the player-dealer position must continuously
23 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
24 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
25 wager during the play of the game, and do not sufficiently distinguish the games from illegal
26 Nevada and New Jersey style-banked games.

27 373. Lake Bowl Cardroom may offer the following game with Two-Hand Limit rules:

- 28 • Ultimate Texas Hold'em

1 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
2 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
3 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
4 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
5 from illegal Nevada and New Jersey-style banked games.

6 374. Lake Bowl Cardroom may offer the following games with Break rules:

- 7 • Pai Gow Tiles
- 8 • Pai Gow Poker
- 9 • No Bust 21st Century Blackjack
- 10 • No Bust 21st Century Blackjack 5.0

11 These Break rules contain no effective requirement that the player-dealer position must
12 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
13 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
14 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
15 from illegal Nevada and New Jersey-style banked games.

16 375. Plaintiffs reserve the right to supplement these allegations should Lake Bowl
17 Cardroom begin operating after the filing of this action.

18 **HH. Lake Elsinore Casino**

19 376. Lake Elsinore Casino operates a card room in Elsinore, California. One or more of
20 the California TPPs provide third-party proposition player services for Lake Elsinore Casino's
21 games.

22 377. Lake Elsinore Casino offers a number of blackjack, baccarat, pai gow, and
23 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
24 to take all comers, pay all winners, and collect from all losers. All of these games are banked
25 games operated in violation of the California Constitution and Penal Code.

26 378. Lake Elsinore Casino offers the following games with Offer-Only rules:

- 27 • Pure Spanish 21.5
- 28 • EZ Baccarat Panda 8

- 1 • Fortune 7 Baccarat
- 2 • Let it Ride Bonus
- 3 • Pai Gow Poker
- 4 • Three Card Poker 6 Card Bonus

5 These Offer-Only rules contain no requirement that the player-dealer position must continuously
6 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
7 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
8 wager during the play of the game, and do not sufficiently distinguish the games from illegal
9 Nevada and New Jersey style-banked games.

10 379. Lake Elsinore Casino offers the following games with Two-Hand Limit rules:

- 11 • Crazy 4 Poker
- 12 • Fortune Pai Gow Poker
- 13 • Three Card Poker
- 14 • Ultimate Texas Hold'em Bad Beat Bonus

15 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
16 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
17 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
18 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
19 from illegal Nevada and New Jersey-style banked games.

20 380. Lake Elsinore Casino offers the following games with Break rules:

- 21 • No Bust Blackjack
- 22 • Pure 21.5 Blackjack
- 23 • Pure 21.5 Blackjack with Red Flex Bet
- 24 • Caribbean Stud Poker

25 These Break rules contain no effective requirement that the player-dealer position must
26 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
27 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 381. Regardless of what is required by game rules, Lake Elsinore Casino and California
3 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
4 games offered at Lake Elsinore Casino in a manner such that the player-dealer position does not
5 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
6 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
7 limited wager during the play of the game, and the games are not sufficiently distinguished from
8 illegal Nevada and New Jersey-style banked games.

9 382. Given the nature of the contractual relationship between Lake Elsinore Casino and
10 the California TPP occupying the purported player-dealer position in Lake Elsinore Casino's
11 games, Lake Elsinore Casino possesses an illegal interest in the funds wagered, lost, or won in its
12 blackjack, baccarat, pai gow, and analogous games.

13 **II. Larry Flynt's Lucky Lady Casino**

14 383. Larry Flynt's Lucky Lady Casino operates a card room in Gardena, California.
15 One or more of the California TPPs provide third-party proposition player services for Larry
16 Flynt's Lucky Lady Casino's games.

17 384. Larry Flynt's Lucky Lady Casino offers a number of blackjack, baccarat, pai gow,
18 and analogous games utilizing a purported player-dealer position occupied by a TPP employee
19 ready to take all comers, pay all winners, and collect from all losers. All of these games are
20 banked games operated in violation of the California Constitution and Penal Code.

21 385. Larry Flynt's Lucky Lady Casino offers the following games that make no
22 mention of offering or rotating the player-dealer position in their rules:

- 23 • Blackjack
- 24 • Fortune Pai Gow Poker 1.0
- 25 • Three Card Poker 6 Card Bonus
- 26 • Ultimate Texas Hold'em

27 These rules contain no requirement that the player-dealer position must continuously and
28 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank

1 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
2 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
3 and New Jersey style-banked games.

4 386. Larry Flynt's Lucky Lady Casino offers the following games with Offer-Only
5 rules:

- 6 • ZooBac
- 7 • Dragon Dai Bacc
- 8 • RUYI Baccarat
- 9 • Casino War
- 10 • Crazy 4 Poker
- 11 • Face Up Pai Gow Poker
- 12 • Mississippi Stud 3 Card Bonus
- 13 • Pai Gow Poker
- 14 • Pai Gow Tiles
- 15 • Three Card Poker

16 These Offer-Only rules contain no requirement that the player-dealer position must continuously
17 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
18 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
19 wager during the play of the game, and do not sufficiently distinguish the games from illegal
20 Nevada and New Jersey style-banked games.

21 387. Larry Flynt's Lucky Lady Casino offers the following game with Two-Hand Limit
22 rules:

- 23 • 21st Century Blackjack 5.1 with Buster Blackjack and Perfect Pairs

24 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
25 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
26 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
27 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
28 from illegal Nevada and New Jersey-style banked games.

1 388. Larry Flynt's Lucky Lady Casino offers the following games with Break rules:

- 2 • 21st Century Blackjack
- 3 • Pure 21.5 Blackjack
- 4 • Pure 21.5 Blackjack (3 to 2)

5 These Break rules contain no effective requirement that the player-dealer position must
6 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
7 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
8 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
9 from illegal Nevada and New Jersey-style banked games.

10 389. Regardless of what is required by game rules, Larry Flynt's Lucky Lady Casino
11 and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow,
12 and analogous games offered at Larry Flynt's Lucky Lady Casino in a manner such that the
13 player-dealer position does not continuously and systematically rotate, the TPP is not otherwise
14 precluded from maintaining or operating as a bank during game play, the TPP is not limited to
15 only winning or losing a fixed and limited wager during the play of the game, and the games are
16 not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

17 390. Given the nature of the contractual relationship between Larry Flynt's Lucky Lady
18 Casino and the California TPP occupying the purported player-dealer position in Larry Flynt's
19 Lucky Lady Casino's games, Larry Flynt's Lucky Lady Casino possesses an illegal interest in the
20 funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous games.

21 **JJ. Limelight Card Room**

22 391. Limelight Card Room operates a card room in Sacramento, California. One or
23 more of the California TPPs provide third-party proposition player services for Limelight Card
24 Room's games.

25 392. Limelight Card Room offers a number of blackjack, baccarat, pai gow, and
26 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
27 to take all comers, pay all winners, and collect from all losers. All of these games are banked
28 games operated in violation of the California Constitution and Penal Code.

1 393. Limelight Card Room offers the following games with Offer-Only rules:

- 2 • Commission-Free Baccarat Dragon Bonus
- 3 • Three Card Poker 6 Card Bonus
- 4 • EZ Baccarat Panda 8
- 5 • Pure Spanish 21.5
- 6 • Pure 21.5 Blackjack
- 7 • Fortune Pai Gow Poker
- 8 • Ultimate Texas Hold'em

9 These Offer-Only rules contain no requirement that the player-dealer position must continuously
10 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
11 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
12 wager during the play of the game, and do not sufficiently distinguish the games from illegal
13 Nevada and New Jersey style-banked games.

14 394. Regardless of what is required by game rules, Limelight Card Room and
15 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
16 analogous games offered at Limelight Card Room in a manner such that the player-dealer
17 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
18 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
19 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
20 distinguished from illegal Nevada and New Jersey-style banked games.

21 395. Given the nature of the contractual relationship between Limelight Card Room and
22 the California TPP occupying the purported player-dealer position in Limelight Card Room's
23 games, Limelight Card Room possesses an illegal interest in the funds wagered, lost, or won in its
24 blackjack, baccarat, pai gow, and analogous games.

25 **KK. Livermore Casino**

26 396. Livermore Casino operates a card room in Livermore, California. One or more of
27 the California TPPs provide third-party proposition player services for Livermore Casino's
28 games.

1 397. Livermore Casino offers a number of blackjack, baccarat, pai gow, and analogous
2 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
3 comers, pay all winners, and collect from all losers. All of these games are banked games
4 operated in violation of the California Constitution and Penal Code.

5 398. Livermore Casino offers the following game that makes no mention of offering or
6 rotating the player-dealer position in its rules:

- 7 • Buster Blackjack

8 These rules contain no requirement that the player-dealer position must continuously and
9 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
10 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
11 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
12 and New Jersey style-banked games.

13 399. Livermore Casino offers the following games with Offer-Only rules:

- 14 • Pure Spanish 21.5
- 15 • EZ Baccarat
- 16 • Three Card Poker 6 Card Bonus
- 17 • Ultimate Texas Hold'em

18 These Offer-Only rules contain no requirement that the player-dealer position must continuously
19 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
20 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
21 wager during the play of the game, and do not sufficiently distinguish the games from illegal
22 Nevada and New Jersey style-banked games.

23 400. Livermore Casino offers the following games with Two-Hand Limit rules:

- 24 • Fortune Pai Gow Poker 1.1
- 25 • Pai Gow Poker (Double Hand Poker)
- 26 • Three Card Poker

27 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
28 must continuously and systematically rotate, do not otherwise preclude a player from maintaining

1 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
2 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
3 from illegal Nevada and New Jersey-style banked games.

4 401. Livermore Casino offers the following games with Break rules:

- 5 • Pure 21.5 Blackjack

6 These Break rules contain no effective requirement that the player-dealer position must
7 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
8 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
9 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
10 from illegal Nevada and New Jersey-style banked games.

11 402. Regardless of what is required by game rules, Livermore Casino and California
12 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
13 games offered at Livermore Casino in a manner such that the player-dealer position does not
14 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
15 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
16 limited wager during the play of the game, and the games are not sufficiently distinguished from
17 illegal Nevada and New Jersey-style banked games.

18 403. Given the nature of the contractual relationship between Livermore Casino and the
19 California TPP occupying the purported player-dealer position in Livermore Casino's games,
20 Livermore Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
21 baccarat, pai gow, and analogous games.

22 **LL. Lucky Chances Casino**

23 404. Lucky Chances Casino operates a card room in Colma, California. One or more of
24 the California TPPs provide third-party proposition player services for Lucky Chances Casino's
25 games.

26 405. Lucky Chances Casino offers a number of blackjack, baccarat, pai gow, and
27 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
28

1 to take all comers, pay all winners, and collect from all losers. All of these games are banked
2 games operated in violation of the California Constitution and Penal Code.

3 406. Lucky Chances Casino offers the following games with Offer-Only rules:

- 4 • Super Pan 9
- 5 • 21st Century Baccarat 8.3 Version
- 6 • EZ Baccarat
- 7 • Double Hand Poker (Pai Gow Poker)
- 8 • Face Up Pai Gow Poker
- 9 • Pai Gow Tiles
- 10 • Three Card Poker 6 Card Bonus

11 These Offer-Only rules contain no requirement that the player-dealer position must continuously
12 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
13 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
14 wager during the play of the game, and do not sufficiently distinguish the games from illegal
15 Nevada and New Jersey style-banked games.

16 407. Lucky Chances Casino offers the following games with Two-Hand Limit rules:

- 17 • Pure 21.5 Blackjack
- 18 • Casino War
- 19 • Fortune Pai Gow Poker
- 20 • Let it Ride Bonus 1.0
- 21 • Three Card Poker
- 22 • Ultimate Texas Hold'em Bad Beat Bonus

23 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
24 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
25 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
26 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
27 from illegal Nevada and New Jersey-style banked games.

28

1 408. Regardless of what is required by game rules, Lucky Chances Casino and
2 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
3 analogous games offered at Lucky Chances Casino in a manner such that the player-dealer
4 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
5 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
6 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
7 distinguished from illegal Nevada and New Jersey-style banked games.

8 409. Given the nature of the contractual relationship between Lucky Chances Casino
9 and the California TPP occupying the purported player-dealer position in Lucky Chances
10 Casino’s games, Lucky Chances Casino possesses an illegal interest in the funds wagered, lost, or
11 won in its blackjack, baccarat, pai gow, and analogous games.

12 **MM. Marina Club**

13 410. Marina Club operates a card room in Marina, California. One or more of the
14 California TPPs provide third-party proposition player services for Marina Club’s games.

15 411. Marina Club offers a number of blackjack, baccarat, pai gow, and analogous
16 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
17 comers, pay all winners, and collect from all losers. All of these games are banked games
18 operated in violation of the California Constitution and Penal Code.

19 412. Marina Club offers the following games with Offer-Only rules:

- 20 • Three Card Poker 6 Card Bonus
- 21 • ZooBac
- 22 • Face Up Pai Gow Poker

23 These Offer-Only rules contain no requirement that the player-dealer position must continuously
24 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
25 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
26 wager during the play of the game, and do not sufficiently distinguish the games from illegal
27 Nevada and New Jersey style-banked games.

28 413. Marina Club offers the following game with Break rules:

- No Bust 21st Century Blackjack 1.0

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

414. Regardless of what is required by game rules, Marina Club and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games offered at Marina Club in a manner such that the player-dealer position does not continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

415. Given the nature of the contractual relationship between Marina Club and the California TPP occupying the purported player-dealer position in Marina Club's games, Marina Club possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous games.

NN. Mike's Card Casino

416. Mike's Card Casino is not currently operating but is licensed to operate a card room in Oakdale, California.

417. Mike's Card Casino may offer a number of blackjack, baccarat, pai gow, and analogous games utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers. All of these games are banked games operated in violation of the California Constitution and Penal Code.

418. Mike's Card Casino may offer the following games with Offer-Only rules:

- Three Card Poker 6 Card Bonus
- Pai Gow Poker with Wrangler Push and Outlaw 9 High or Better Bonus Bet

1 These Offer-Only rules contain no requirement that the player-dealer position must continuously
2 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
3 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
4 wager during the play of the game, and do not sufficiently distinguish the games from illegal
5 Nevada and New Jersey style-banked games.

6 419. Mike's Card Casino may offer the following game with Two-Hand Limit rules:

- 7 • Ultimate Texas Hold'em

8 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
9 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
10 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
11 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
12 from illegal Nevada and New Jersey-style banked games.

13 420. Mike's Card Casino may offer the following game with Break rules:

- 14 • Cowboy Blackjack

15 These Break rules contain no effective requirement that the player-dealer position must
16 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
17 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
18 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
19 from illegal Nevada and New Jersey-style banked games.

20 421. Plaintiffs reserve the right to supplement these allegations should Mike's Card
21 Casino begin operating after the filing of this action.

22 **OO. Napa Valley Casino**

23 422. Napa Valley Casino operates a card room in American Canyon, California. One or
24 more of the California TPPs provide third-party proposition player services for Napa Valley
25 Casino games.

26 423. Napa Valley Casino offers a number of blackjack, baccarat, pai gow, and
27 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
28

1 to take all comers, pay all winners, and collect from all losers. All of these games are banked
2 games operated in violation of the California Constitution and Penal Code.

3 424. Napa Valley Casino offers the following game that makes no mention of offering
4 or rotating the player-dealer position in its rules:

- 5 • Pai Gow Poker

6 These rules contain no requirement that the player-dealer position must continuously and
7 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
8 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
9 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
10 and New Jersey style-banked games.

11 425. Napa Valley Casino offers the following games with Offer-Only rules:

- 12 • EZ Baccarat Panda 8
- 13 • Fortune Pai Gow Poker 1.0
- 14 • Pai Gow Tiles
- 15 • Ultimate Texas Hold'em

16 These Offer-Only rules contain no requirement that the player-dealer position must continuously
17 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
18 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
19 wager during the play of the game, and do not sufficiently distinguish the games from illegal
20 Nevada and New Jersey style-banked games.

21 426. Napa Valley Casino offers the following games with Two-Hand Limit rules:

- 22 • No Bust 21st Century Blackjack (2002)
- 23 • 21st Century Blackjack 8.0 with Buster Blackjack Bonus Bet
- 24 • Three Card Poker 6 Card Bonus

25 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
26 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
27 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 427. Napa Valley Casino offers the following game with Break rules:

- 3 • No Bust 21st Century Blackjack 4.3

4 These Break rules contain no effective requirement that the player-dealer position must
5 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
6 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
7 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
8 from illegal Nevada and New Jersey-style banked games.

9 428. Regardless of what is required by game rules, Napa Valley Casino and California
10 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
11 games offered at Napa Valley Casino in a manner such that the player-dealer position does not
12 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
13 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
14 limited wager during the play of the game, and the games are not sufficiently distinguished from
15 illegal Nevada and New Jersey-style banked games.

16 429. Given the nature of the contractual relationship between Napa Valley Casino and
17 the California TPP occupying the purported player-dealer position in Napa Valley Casino's
18 games, Napa Valley Casino possesses an illegal interest in the funds wagered, lost, or won in its
19 blackjack, baccarat, pai gow, and analogous games.

20 **PP. Nineteenth Hole Casino and Lounge**

21 430. Nineteenth Hole Casino and Lounge operates a card room in Antioch, California.
22 One or more of the California TPPs provide third-party proposition player services for Nineteenth
23 Hole Casino and Lounge's games.

24 431. Nineteenth Hole Casino and Lounge offers a number of blackjack, baccarat, pai
25 gow, and analogous games utilizing a purported player-dealer position occupied by a TPP
26 employee ready to take all comers, pay all winners, and collect from all losers. All of these
27 games are banked games operated in violation of the California Constitution and Penal Code.

28

1 432. Nineteenth Hole Casino and Lounge offers the following games that make no
2 mention of offering or rotating the player-dealer position in their rules:

- 3 • California Blackjack 22
- 4 • No Bust 21st Century Blackjack
- 5 • Double Hand Poker
- 6 • Pai Gow Tiles

7 These rules contain no requirement that the player-dealer position must continuously and
8 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
9 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
10 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
11 and New Jersey style-banked games.

12 433. Nineteenth Hole Casino and Lounge offers the following game with Offer-Only
13 rules:

- 14 • Three Card Poker 6 Card Bonus

15 These Offer-Only rules contain no requirement that the player-dealer position must continuously
16 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
17 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
18 wager during the play of the game, and do not sufficiently distinguish the games from illegal
19 Nevada and New Jersey style-banked games.

20 434. Nineteenth Hole Casino and Lounge offers the following game with Break rules:

- 21 • Century 21 Blackjack

22 These Break rules contain no effective requirement that the player-dealer position must
23 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
24 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
25 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
26 from illegal Nevada and New Jersey-style banked games.

27 435. Regardless of what is required by game rules, Nineteenth Hole Casino and Lounge
28 and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow,

1 and analogous games offered at Nineteenth Hole Casino and Lounge in a manner such that the
2 player-dealer position does not continuously and systematically rotate, the TPP is not otherwise
3 precluded from maintaining or operating as a bank during game play, the TPP is not limited to
4 only winning or losing a fixed and limited wager during the play of the game, and the games are
5 not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

6 436. Given the nature of the contractual relationship between Nineteenth Hole Casino
7 and Lounge and the California TPP occupying the purported player-dealer position in Nineteenth
8 Hole Casino and Lounge's games, Nineteenth Hole Casino and Lounge possesses an illegal
9 interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and analogous
10 games.

11 **QQ. Oaks Card Club**

12 437. Oaks Card Club operates a card room in Emeryville, California. One or more of
13 the California TPPs provide third-party proposition player services for Oaks Card Club's games.

14 438. Oaks Card Club offers a number of blackjack, baccarat, pai gow, and analogous
15 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
16 comers, pay all winners, and collect from all losers. All of these games are banked games
17 operated in violation of the California Constitution and Penal Code.

18 439. Oaks Card Club offers the following game that makes no mention of offering or
19 rotating the player-dealer position in its rules:

- 20
- Super Pan 9

21 These rules contain no requirement that the player-dealer position must continuously and
22 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
23 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
24 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
25 and New Jersey style-banked games.

26 440. Oaks Card Club offers the following games with Offer-Only rules:

- 27
- Pure 21.5 Blackjack
 - ZooBac
- 28

- 1 • Pai Gow Poker (Double Hand Poker)
- 2 • Pai Gow Tiles
- 3 • Three Card Poker 1.3 (6 Card Bonus)
- 4 • California Aces

5 These Offer-Only rules contain no requirement that the player-dealer position must continuously
6 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
7 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
8 wager during the play of the game, and do not sufficiently distinguish the games from illegal
9 Nevada and New Jersey style-banked games.

10 441. Oaks Card Club offers the following game with Two-Hand Limit rules:

- 11 • Buster Blackjack Bonus Bet

12 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
13 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
14 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
15 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
16 from illegal Nevada and New Jersey-style banked games.

17 442. Oaks Card Club offers the following games with Break rules:

- 18 • 21st Century Blackjack (No Bust)
- 19 • No Bust 21st Century Blackjack

20 These Break rules contain no effective requirement that the player-dealer position must
21 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
22 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 443. Regardless of what is required by game rules, Oaks Card Club and California
26 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
27 games offered at Oaks Card Club in a manner such that the player-dealer position does not
28 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or

1 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
2 limited wager during the play of the game, and the games are not sufficiently distinguished from
3 illegal Nevada and New Jersey-style banked games.

4 444. Given the nature of the contractual relationship between Oaks Card Club and the
5 California TPP occupying the purported player-dealer position in Oaks Card Club's games, Oaks
6 Card Club possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
7 baccarat, pai gow, and analogous games.

8 **RR. Ocean's Eleven Casino**

9 445. Ocean's Eleven Casino operates a card room in Oceanside, California. One or
10 more of the California TPPs provide third-party proposition player services for Ocean's Eleven
11 Casino's games.

12 446. Ocean's Eleven Casino offers a number of blackjack, baccarat, pai gow, and
13 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
14 to take all comers, pay all winners, and collect from all losers. All of these games are banked
15 games operated in violation of the California Constitution and Penal Code.

16 447. Ocean's Eleven Casino offers the following games that make no mention of
17 offering or rotating the player-dealer position in their rules:

- 18 • California Baccarat
- 19 • Buster Blackjack

20 These rules contain no requirement that the player-dealer position must continuously and
21 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
22 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
23 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
24 and New Jersey style-banked games.

25 448. Ocean's Eleven Casino offers the following games with Offer-Only rules:

- 26 • Pure Spanish 21.5
- 27 • 21st Century Blackjack 8.0
- 28 • California Baccarat 2.0

- 1 • Dragon Dai Bacc
- 2 • EZ Baccarat Panda 8
- 3 • Face Up Pai Gow Power
- 4 • Fortune Pai Gow Poker
- 5 • Pai Gow Tiles
- 6 • Three Card Poker 6 Card Bonus
- 7 • Dai Bacc
- 8 • Super Pan Nine

9 These Offer-Only rules contain no requirement that the player-dealer position must continuously
10 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
11 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
12 wager during the play of the game, and do not sufficiently distinguish the games from illegal
13 Nevada and New Jersey style-banked games.

14 449. Ocean's Eleven Casino offers the following games with Two-Hand Limit rules:

- 15 • 21st Century Blackjack
- 16 • No Bust 21st Century Blackjack 6.0 version
- 17 • EZ Baccarat
- 18 • Pai Gow Poker
- 19 • Three Card Poker
- 20 • Ultimate Texas Hold'em

21 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
22 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
23 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
24 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
25 from illegal Nevada and New Jersey-style banked games.

26 450. Ocean's Eleven Casino offers the following games with Break rules:

- 27 • 21st Century Baccarat Face Up Version with Tie Hands
- 28 • Caribbean Stud Poker

1 These Break rules contain no effective requirement that the player-dealer position must
2 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
3 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
4 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
5 from illegal Nevada and New Jersey-style banked games.

6 451. Regardless of what is required by game rules, Ocean's Eleven Casino and
7 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
8 analogous games offered at Ocean's Eleven Casino in a manner such that the player-dealer
9 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
10 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
11 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
12 distinguished from illegal Nevada and New Jersey-style banked games.

13 452. Given the nature of the contractual relationship between Ocean's Eleven Casino
14 and the California TPP occupying the purported player-dealer position in Ocean Eleven Casino's
15 games, Ocean's Eleven Casino possesses an illegal interest in the funds wagered, lost, or won in
16 its blackjack, baccarat, pai gow, and analogous games.

17 **SS. Oceana Cardroom**

18 453. Oceana Cardroom is not currently operating but is licensed to operate a card room
19 in Oceano, California.

20 454. Oceana Cardroom may offer a number of baccarat, pai gow, and analogous games
21 utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers,
22 pay all winners, and collect from all losers. All of these games are banked games operated in
23 violation of the California Constitution and Penal Code.

24 455. Oceana Cardroom may offer the following games that makes no mention of
25 offering or rotating the player-dealer position in its rules:

- 26 • Three Card Poker 6 Card Bonus
- 27 • EZ Baccarat
- 28 • Ultimate Texas Hold'em

1 These rules contain no requirement that the player-dealer position must continuously and
2 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
3 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
4 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
5 and New Jersey style-banked games.

6 456. Oceana Cardroom may offer the following game with Offer-Only rules:

- 7 • Fortune Pai Gow Poker

8 These Offer-Only rules contain no requirement that the player-dealer position must continuously
9 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
10 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
11 wager during the play of the game, and do not sufficiently distinguish the games from illegal
12 Nevada and New Jersey style-banked games.

13 457. Plaintiffs reserve the right to supplement these allegations should Oceana
14 Cardroom begin operating after the filing of this action.

15 **TT. Oceanview Casino**

16 458. Oceanview Casino operates a card room in Santa Cruz, California. One or more of
17 the California TPPs provide third-party proposition player services for Oceanview Casino's
18 games.

19 459. Oceanview Casino offers a number of blackjack and analogous games utilizing a
20 purported player-dealer position occupied by a TPP employee ready to take all comers, pay all
21 winners, and collect from all losers. All of these games are banked games operated in violation of
22 the California Constitution and Penal Code.

23 460. Oceanview Casino offers the following games with Offer-Only rules:

- 24 • Pure 21.5 Blackjack
- 25 • Three Card Poker 6 Card Bonus

26 These Offer-Only rules contain no requirement that the player-dealer position must continuously
27 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
28 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited

1 wager during the play of the game, and do not sufficiently distinguish the games from illegal
2 Nevada and New Jersey style-banked games.

3 461. Regardless of what is required by game rules, Oceanview Casino and California
4 TPPs have operated and continue to operate all the blackjack and analogous games offered at
5 Oceanview Casino in a manner such that the player-dealer position does not continuously and
6 systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank
7 during game play, the TPP is not limited to only winning or losing a fixed and limited wager
8 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
9 and New Jersey-style banked games.

10 462. Given the nature of the contractual relationship between Oceanview Casino and
11 the California TPP occupying the purported player-dealer position in Oceanview Casino's games,
12 Oceanview Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack
13 and analogous games.

14 **UU. Outlaws Card Parlour**

15 463. Outlaws Card Parlour operates a card room in Atascadero, California. One or
16 more of the California TPPs provide third-party proposition player services for Outlaws Card
17 Parlour's games.

18 464. Outlaws Card Parlour offers a number of blackjack and analogous games utilizing
19 a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all
20 winners, and collect from all losers. All of these games are banked games operated in violation of
21 the California Constitution and Penal Code.

22 465. Outlaws Card Parlour offers the following games with Offer-Only rules:

- 23 • Pure 21.5 Blackjack
- 24 • Three Card Poker 6 Card Bonus

25 These Offer-Only rules contain no requirement that the player-dealer position must continuously
26 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
27 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
28

1 wager during the play of the game, and do not sufficiently distinguish the games from illegal
2 Nevada and New Jersey style-banked games.

3 466. Regardless of what is required by game rules, Outlaws Card Parlour and California
4 TPPs have operated and continue to operate all the blackjack and analogous games offered at
5 Outlaws Card Parlour in a manner such that the player-dealer position does not continuously and
6 systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank
7 during game play, the TPP is not limited to only winning or losing a fixed and limited wager
8 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
9 and New Jersey-style banked games.

10 467. Given the nature of the contractual relationship between Outlaws Card Parlour and
11 the California TPP occupying the purported player-dealer position in Outlaws Card Parlour's
12 games, Outlaws Card Parlour possesses an illegal interest in the funds wagered, lost, or won in its
13 blackjack and analogous games.

14 **VV. The Palace Poker Casino**

15 468. The Palace Poker Casino operates a card room in Hayward, California. One or
16 more of the California TPPs provide third-party proposition player services for the Palace Poker
17 Casino's games.

18 469. The Palace Poker Casino offers a number of blackjack, baccarat, pai gow, and
19 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
20 to take all comers, pay all winners, and collect from all losers. All of these games are banked
21 games operated in violation of the California Constitution and Penal Code.

22 470. The Palace Poker Casino offers the following game that makes no mention of
23 offering or rotating the player-dealer position in its rules:

- 24
 - No Bust 21st Century Blackjack

25 These rules contain no requirement that the player-dealer position must continuously and
26 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
27 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
28

1 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
2 and New Jersey style-banked games.

3 471. The Palace Poker Casino offers the following games with Offer-Only rules:

- 4 • 21st Century Blackjack 9.0 Buster Blackjack and Perfect Pair Bonus Bet
- 5 • EZ Baccarat Panda 8
- 6 • Face Up Pai Gow Poker
- 7 • Fortune Pai Gow Poker
- 8 • Fortune Pai Gow Poker 2.0
- 9 • Pai Gow Tiles
- 10 • Three Card Poker 6 Card Bonus

11 These Offer-Only rules contain no requirement that the player-dealer position must continuously
12 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
13 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
14 wager during the play of the game, and do not sufficiently distinguish the games from illegal
15 Nevada and New Jersey style-banked games.

16 472. Regardless of what is required by game rules, the Palace Poker Casino and
17 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
18 analogous games offered at the Palace Poker Casino in a manner such that the player-dealer
19 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
20 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
21 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
22 distinguished from illegal Nevada and New Jersey-style banked games.

23 473. Given the nature of the contractual relationship between the Palace Poker Casino
24 and the California TPP occupying the purported player-dealer position in the Palace Poker
25 Casino's games, the Palace Poker Casino possesses an illegal interest in the funds wagered, lost,
26 or won in its blackjack, baccarat, pai gow, and analogous games.

27
28

1 **WW. Parkwest Bicycle Casino**

2 474. Parkwest Bicycle Casino operates a card room in Bell Gardens, California. One or
3 more of the California TPPs provide third-party proposition player services for Parkwest Bicycle
4 Casino's games.

5 475. Parkwest Bicycle Casino offers a number of blackjack, baccarat, pai gow, and
6 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
7 to take all comers, pay all winners, and collect from all losers. All of these games are banked
8 games operated in violation of the California Constitution and Penal Code.

9 476. Parkwest Bicycle Casino offers the following games that make no mention of
10 offering or rotating the player-dealer position in their rules:

- 11 • No Bust Blackjack
- 12 • No Bust 21st Century Blackjack Second Chances
- 13 • 21st Century Baccarat Face Up Version with Tie Bet
- 14 • Fast 9
- 15 • Bonanza Pai Gow Tiles
- 16 • Fortune Pai Gow Poker
- 17 • Super Pai Gow Poker (or Qualifier Pai Gow)

18 These rules contain no requirement that the player-dealer position must continuously and
19 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
20 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
21 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
22 and New Jersey style-banked games.

23 477. Parkwest Bicycle Casino offers the following games with Offer-Only rules:

- 24 • 21st Century Blackjack Switch
- 25 • 21st Century Free Bet Blackjack
- 26 • 21st Century Baccarat 10.0
- 27 • Big Bonus Baccarat
- 28 • Cash-in Baccarat

- 1 • Dai Bacc
- 2 • Dragon Bonus Baccarat- Commission Free
- 3 • Super Pan 9
- 4 • Super Pan 9 Super Tie Bonus
- 5 • 3 Card Poker
- 6 • Ace Up Pai Gow Poker
- 7 • Face Up Pai Gow Poker
- 8 • Looney 4 Poker
- 9 • Lucky Pai Gow Poker
- 10 • Mississippi Stud Poker
- 11 • Pai Gow Poker
- 12 • Pai Gow Poker Tiles
- 13 • Three Card Poker 6 Card Bonus
- 14 • Ultimate War

15 These Offer-Only rules contain no requirement that the player-dealer position must continuously
16 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
17 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
18 wager during the play of the game, and do not sufficiently distinguish the games from illegal
19 Nevada and New Jersey style-banked games.

- 20 478. Parkwest Bicycle Casino offers the following games with Two-Hand Limit rules:
- 21 • 21st Century Baccarat 8.0
 - 22 • 21st Century Baccarat 9.0
 - 23 • EZ Baccarat
 - 24 • No Commission Baccarat 1.0
 - 25 • Casino War
 - 26 • Crazy 4 Poker
 - 27 • Let it Ride Bonus 1.0
 - 28 • Three Card Poker

- 1 • Triple Action Poker
- 2 • Triple Draw Poker
- 3 • Triple Draw Poker 1.0
- 4 • Ultimate Texas Hold'em
- 5 • Pan 9 with Dragon 9 Bonus Bet
- 6 • Caribbean Stud Poker

7 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
8 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
9 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
10 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
11 from illegal Nevada and New Jersey-style banked games.

12 479. Parkwest Bicycle Casino offers the following games with Break rules:

- 13 • 21st Century Blackjack Second Edition
- 14 • No Bust 21st Century Blackjack 4.0
- 15 • No Bust 21st Century Blackjack 5.0
- 16 • No Bust 21st Century Blackjack 6.0
- 17 • 21st Century Baccarat 5.0
- 18 • Caribbean Stud Poker (Pair-Up Version)
- 19 • Reverse Bet Pai Gow Tiles

20 These Break rules contain no effective requirement that the player-dealer position must
21 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
22 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 480. Regardless of what is required by game rules, Parkwest Bicycle Casino and
26 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
27 analogous games offered at Parkwest Bicycle Casino in a manner such that the player-dealer
28 position does not continuously and systematically rotate, the TPP is not otherwise precluded from

1 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
2 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
3 distinguished from illegal Nevada and New Jersey-style banked games.

4 481. Given the nature of the contractual relationship between Parkwest Bicycle Casino
5 and the California TPP occupying the purported player-dealer position in Parkwest Bicycle
6 Casino's games, Parkwest Bicycle Casino possesses an illegal interest in the funds wagered, lost,
7 or won in its blackjack, baccarat, pai gow, and analogous games.

8 **XX. Parkwest Casino 580**

9 482. Parkwest Casino 580 operates a card room in Livermore, California. One or more
10 of the California TPPs provide third-party proposition player services for Parkwest Casino 580's
11 games.

12 483. Parkwest Casino 580 offers a number of blackjack, baccarat, pai gow, and
13 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
14 to take all comers, pay all winners, and collect from all losers. All of these games are banked
15 games operated in violation of the California Constitution and Penal Code.

16 484. Parkwest Casino 580 offers the following game that makes no mention of offering
17 or rotating the player-dealer position in its rules:

- 18 • Buster Blackjack

19 These rules contain no requirement that the player-dealer position must continuously and
20 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
21 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
22 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
23 and New Jersey style-banked games.

24 485. Parkwest Casino 580 offers the following games with Offer-Only rules:

- 25 • Blackjack X
- 26 • Cash-in Baccarat
- 27 • Jade Baccarat
- 28 • Ace Up Pai Gow Poker

- 1 • Lucky Pai Gow Poker
- 2 • Pai Gow Poker with Triple Bonus Bets
- 3 • 3 Card Poker
- 4 • Ultimate Pai Gow Poker
- 5 • Ultimate War

6 These Offer-Only rules contain no requirement that the player-dealer position must continuously
7 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
8 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
9 wager during the play of the game, and do not sufficiently distinguish the games from illegal
10 Nevada and New Jersey style-banked games.

11 486. Parkwest Casino 580 offers the following game with Two-Hand Limit rules:

- 12 • Royal Pai Gow Poker

13 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
14 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
15 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
16 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
17 from illegal Nevada and New Jersey-style banked games.

18 487. Parkwest Casino 580 offers the following games with Break rules:

- 19 • Commission-Free Baccarat Dragon Bonus
- 20 • Pai Gow Poker (Double Hand Poker)

21 These Break rules contain no effective requirement that the player-dealer position must
22 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
23 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
24 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
25 from illegal Nevada and New Jersey-style banked games.

26 488. Regardless of what is required by game rules, Parkwest Casino 580 and California
27 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
28 games offered at Parkwest Casino 580 in a manner such that the player-dealer position does not

1 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
2 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
3 limited wager during the play of the game, and the games are not sufficiently distinguished from
4 illegal Nevada and New Jersey-style banked games.

5 489. Given the nature of the contractual relationship between Parkwest Casino 580 and
6 the California TPP occupying the purported player-dealer position in Parkwest Casino 580's
7 games, Parkwest Casino 580 possesses an illegal interest in the funds wagered, lost, or won in its
8 blackjack, baccarat, pai gow, and analogous games.

9 **YY. Parkwest Casino Cordova**

10 490. Parkwest Casino Cordova operates a card room in Rancho Cordova, California.
11 One or more of the California TPPs provide third-party proposition player services for Parkwest
12 Casino Cordova's games.

13 491. Parkwest Casino Cordova offers a number of blackjack, baccarat, pai gow, and
14 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
15 to take all comers, pay all winners, and collect from all losers. All of these games are banked
16 games operated in violation of the California Constitution and Penal Code.

17 492. Parkwest Casino Cordova offers the following game that makes no mention of
18 offering or rotating the player-dealer position in its rules:

- 19
 - Mini Pai Gow

20 These rules contain no requirement that the player-dealer position must continuously and
21 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
22 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
23 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
24 and New Jersey style-banked games.

25 493. Parkwest Casino Cordova offers the following games with Offer-Only rules:

- 26
 - Blackjack X
 - 27 • Cash-in Baccarat
 - 28 • Ace Up Pai Gow Poker

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- Lucky Pai Gow Poker
- Pai Gow Poker with Triple Bonus Bets
- 3 Card Poker
- Two Card Peek
- Ultimate Pai Gow Poker
- Ultimate War

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

494. Parkwest Casino Cordova offers the following game with Two-Hand Limit rules:

- Ultimate Texas Hold'em

These Two-Hand-Limit rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

495. Parkwest Casino Cordova offers the following games with Break rules:

- Commission-Free Baccarat Dragon Bonus
- Commission-Free Baccarat
- Pai Gow Poker

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

1 496. Regardless of what is required by game rules, Parkwest Casino Cordova and
2 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
3 analogous games offered at Parkwest Casino Cordova in a manner such that the player-dealer
4 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
5 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
6 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
7 distinguished from illegal Nevada and New Jersey-style banked games.

8 497. Given the nature of the contractual relationship between Parkwest Casino Cordova
9 and the California TPP occupying the purported player-dealer position in Parkwest Casino
10 Cordova’s games, Parkwest Casino Cordova possesses an illegal interest in the funds wagered,
11 lost, or won in its blackjack, baccarat, pai gow, and analogous games.

12 **ZZ. Parkwest Casino Lodi**

13 498. Parkwest Casino Lodi operates a card room in Lodi, California. One or more of
14 the California TPPs provide third-party proposition player services for Parkwest Casino Lodi’s
15 games.

16 499. Parkwest Casino Lodi offers a number of blackjack, baccarat, pai gow, and
17 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
18 to take all comers, pay all winners, and collect from all losers. All of these games are banked
19 games operated in violation of the California Constitution and Penal Code.

20 500. Parkwest Casino Lodi offers the following games with Offer-Only rules:

- 21 • Blackjack X
- 22 • Cash-in Baccarat
- 23 • Ace Up Pai Gow Poker
- 24 • Cal Quick Draw Poker
- 25 • Looney 4 Poker
- 26 • Lucky Pai Gow Poker
- 27 • Pai Gow Poker with Triple Bonus Bets
- 28 • Pai Gow Tiles

- 1 • Three Card Poker
- 2 • Two Card Peek
- 3 • Ultimate Pai Gow Poker
- 4 • Ultimate War

5 These Offer-Only rules contain no requirement that the player-dealer position must continuously
6 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
7 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
8 wager during the play of the game, and do not sufficiently distinguish the games from illegal
9 Nevada and New Jersey style-banked games.

10 501. Parkwest Casino Lodi offers the following game with Two-Hand Limit rules:

- 11 • Ultimate Texas Hold'em

12 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
13 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
14 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
15 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
16 from illegal Nevada and New Jersey-style banked games.

17 502. Parkwest Casino Lodi offers the following games with Break rules:

- 18 • Commission-Free Baccarat
- 19 • Three Card Texas Hold'em

20 These Break rules contain no effective requirement that the player-dealer position must
21 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
22 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 503. Regardless of what is required by game rules, Parkwest Casino Lodi and
26 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
27 analogous games offered at Parkwest Casino Lodi in a manner such that the player-dealer
28 position does not continuously and systematically rotate, the TPP is not otherwise precluded from

1 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
2 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
3 distinguished from illegal Nevada and New Jersey-style banked games.

4 504. Given the nature of the contractual relationship between Parkwest Casino Lodi and
5 the California TPP occupying the purported player-dealer position in Parkwest Casino Lodi's
6 games, Parkwest Casino Lodi possesses an illegal interest in the funds wagered, lost, or won in its
7 blackjack, baccarat, pai gow, and analogous games.

8 **AAA. Parkwest Casino Lotus**

9 505. Parkwest Casino Lotus operates a card room in Sacramento, California. One or
10 more of the California TPPs provide third-party proposition player services for Parkwest Casino
11 Lotus' games.

12 506. Parkwest Casino Lotus offers a number of blackjack, baccarat, pai gow, and
13 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
14 to take all comers, pay all winners, and collect from all losers. All of these games are banked
15 games operated in violation of the California Constitution and Penal Code.

16 507. Parkwest Casino Lotus offers the following games that make no mention of
17 offering or rotating the player-dealer position in their rules:

- 18 • Mini Pai Gow
- 19 • Pai Gow Tiles
- 20 • Buster Blackjack

21 These rules contain no requirement that the player-dealer position must continuously and
22 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
23 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
24 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
25 and New Jersey style-banked games.

26 508. Parkwest Casino Lotus offers the following games with Offer-Only rules:

- 27 • Blackjack X
- 28 • EZ Baccarat Panda 8

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- Cash-in Baccarat
- Big Bonus Baccarat
- Ace Up Pai Gow Poker
- Lucky Pai Gow Poker
- Mah-Jong Pai Gow
- Pai Gow Poker with Triple Bonus Bets
- 3 Card Poker
- Ultimate Pai Gow Poker
- Ultimate Texas Hold'em
- Ultimate War
- Three Card Poker 6 Card Bonus

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

509. Parkwest Casino Lotus offers the following games with Two-Hand Limit rules:

- EZ Baccarat
- Royal Pai Gow Poker

These Two-Hand-Limit rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

510. Parkwest Casino Lotus offers the following game with Break rules:

- Commission-Free Baccarat

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or

1 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
2 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
3 from illegal Nevada and New Jersey-style banked games.

4 511. Regardless of what is required by game rules, Parkwest Casino Lotus and
5 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
6 analogous games offered at Parkwest Casino Lotus in a manner such that the player-dealer
7 position does not continuously and systematically rotate, the TPP is not otherwise precluded from
8 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
9 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
10 distinguished from illegal Nevada and New Jersey-style banked games.

11 512. Given the nature of the contractual relationship between Parkwest Casino Lotus
12 and the California TPP occupying the purported player-dealer position in Parkwest Casino Lotus'
13 games, Parkwest Casino Lotus possesses an illegal interest in the funds wagered, lost, or won in
14 its blackjack, baccarat, pai gow, and analogous games.

15 **BBB. Parkwest Casino Manteca**

16 513. Parkwest Casino Manteca operates a card room in Manteca, California. One or
17 more of the California TPPs provide third-party proposition player services for Parkwest Casino
18 Manteca's games.

19 514. Parkwest Casino Manteca offers a number of blackjack, baccarat, pai gow, and
20 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
21 to take all comers, pay all winners, and collect from all losers. All of these games are banked
22 games operated in violation of the California Constitution and Penal Code.

23 515. Parkwest Casino Manteca offers the following games with Offer-Only rules:

- 24 • Pure 21.5 Blackjack with Buster Blackjack
- 25 • EZ Baccarat Panda 8
- 26 • Commission-Free Baccarat Dragon Bonus
- 27 • Cash-in Baccarat
- 28 • 3 Card Poker

- 1 • Ace Up Pai Gow Poker
- 2 • Lucky Pai Gow Poker
- 3 • Pai Gow Tiles
- 4 • Three Card Poker 6 Card Bonus
- 5 • Ultimate Texas Hold'em

6 These Offer-Only rules contain no requirement that the player-dealer position must continuously
7 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
8 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
9 wager during the play of the game, and do not sufficiently distinguish the games from illegal
10 Nevada and New Jersey style-banked games.

11 516. Parkwest Casino Manteca offers the following game with Two-Hand Limit rules:

- 12 • Fortune Pai Gow Poker

13 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
14 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
15 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
16 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
17 from illegal Nevada and New Jersey-style banked games.

18 517. Parkwest Casino Manteca offers the following game with Break rules:

- 19 • No Bust 21st Century Blackjack

20 These Break rules contain no effective requirement that the player-dealer position must
21 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
22 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 518. Regardless of what is required by game rules, Parkwest Casino Manteca and
26 California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and
27 analogous games offered at Parkwest Casino Manteca in a manner such that the player-dealer
28 position does not continuously and systematically rotate, the TPP is not otherwise precluded from

1 maintaining or operating as a bank during game play, the TPP is not limited to only winning or
2 losing a fixed and limited wager during the play of the game, and the games are not sufficiently
3 distinguished from illegal Nevada and New Jersey-style banked games.

4 519. Given the nature of the contractual relationship between Parkwest Casino Manteca
5 and the California TPP occupying the purported player-dealer position in Parkwest Casino
6 Manteca's games, Parkwest Casino Manteca possesses an illegal interest in the funds wagered,
7 lost, or won in its blackjack, baccarat, pai gow, and analogous games.

8 **CCC. Parkwest Casino Sonoma**

9 520. Parkwest Casino Sonoma is not currently operating but is licensed to operate a
10 card room in Petaluma, California.

11 521. Parkwest Casino Sonoma may offer a number of baccarat, pai gow, and analogous
12 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
13 comers, pay all winners, and collect from all losers. All of these games are banked games
14 operated in violation of the California Constitution and Penal Code.

15 522. Parkwest Casino Sonoma may offer the following games that makes no mention of
16 offering or rotating the player-dealer position in its rules:

- 17 • Two Card Peek
- 18 • Party Craps

19 These rules contain no requirement that the player-dealer position must continuously and
20 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
21 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
22 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
23 and New Jersey style-banked games.

24 523. Parkwest Casino Sonoma may offer the following games with Offer-Only rules:

- 25 • Mini Pai Gow
- 26 • Ultimate War
- 27 • Ultimate Pai Gow Poker
- 28 • Blackjack X Magic 7

- 1 • Blackjack X
- 2 • Cal Quick Draw Poker
- 3 • Blackjack X with Buster Blackjack Bonus Bet Version 1.1
- 4 • Blackjack X with Buster Blackjack Bonus Bet Version 1.2
- 5 • Blackjack X with Buster Blackjack Bonus Bet Version 1.3
- 6 • Blackjack X with Buster Blackjack and Jack Magic Bonus Bet
- 7 • Pai Gow Poker with Triple Bonus Bets
- 8 • Cash-In Baccarat
- 9 • Lucky Pai Gow Poker
- 10 • 3 Card Poker
- 11 • Ace Up Pai Gow Poker

12 These Offer-Only rules contain no requirement that the player-dealer position must continuously
13 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
14 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
15 wager during the play of the game, and do not sufficiently distinguish the games from illegal
16 Nevada and New Jersey style-banked games.

17 524. Parkwest Casino Sonoma may offer the following game with Two-Hand Limit
18 rules:

- 19 • Ultimate Texas Hold'em

20 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
21 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
22 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
23 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
24 from illegal Nevada and New Jersey-style banked games.

25 525. Parkwest Casino Sonoma may offer the following games with Break rules:

- 26 • Pai Gow Double Hand Poker
- 27 • 3 Card Texas Hold'em
- 28 • Cal Blackjack Version 2.0 Up Card Luck

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- Commission-Free Baccarat

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey-style banked games.

526. Plaintiffs reserve the right to supplement these allegations should Parkwest Casino Sonoma begin operating after the filing of this action.

DDD. Pinnacle Casino

527. Pinnacle Casino is not currently operating but is licensed to operate a card room in Soledad, California.

528. Pinnacle Casino may offer a number of blackjack and analogous games utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers. All of these games are banked games operated in violation of the California Constitution and Penal Code.

529. Pinnacle Casino may offer the following game with Offer-Only rules:

- Three Card Poker 6 Card Bonus

These Offer-Only rules contain no requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games from illegal Nevada and New Jersey style-banked games.

530. Pinnacle Casino may offer the following game with Break rules:

- No Bust 21st Century Blackjack 4.01

These Break rules contain no effective requirement that the player-dealer position must continuously and systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 531. Plaintiffs reserve the right to supplement these allegations should Pinnacle Casino
3 begin operating after the filing of this action.

4 **EEE. Player's Casino**

5 532. Player's Casino operates a card room in Ventura, California. One or more of the
6 California TPPs provide third-party proposition player services for Player's Casino's games.

7 533. Player's Casino offers a number of blackjack, baccarat, pai gow, and analogous
8 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
9 comers, pay all winners, and collect from all losers. All of these games are banked games
10 operated in violation of the California Constitution and Penal Code.

11 534. Player's Casino offers the following games with Offer-Only rules:

- 12 • 21st Century Blackjack Switch
- 13 • 21st Century Blackjack 5.0 with Buster Blackjack Bonus Bet
- 14 • EZ Baccarat Panda 8
- 15 • Golden Frog Baccarat
- 16 • Three Card Poker 6 Card Bonus

17 These Offer-Only rules contain no requirement that the player-dealer position must continuously
18 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
19 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
20 wager during the play of the game, and do not sufficiently distinguish the games from illegal
21 Nevada and New Jersey style-banked games.

22 535. Player's Casino offers the following games with Two-Hand Limit rules:

- 23 • Fortune Pai Gow Poker
- 24 • Ultimate Texas Hold'em

25 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
26 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
27 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 536. Regardless of what is required by game rules, Player's Casino and California TPPs
3 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
4 offered at Player's Casino in a manner such that the player-dealer position does not continuously
5 and systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a
6 bank during game play, the TPP is not limited to only winning or losing a fixed and limited wager
7 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
8 and New Jersey-style banked games.

9 537. Given the nature of the contractual relationship between Player's Casino and the
10 California TPP occupying the purported player-dealer position in Player's Casino's games,
11 Player's Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
12 baccarat, pai gow, and analogous games.

13 **FFF. Rogelio's**

14 538. Rogelio's is not currently operating but is licensed to operate a card room in
15 Isleton, California.

16 539. Rogelio's may offer a blackjack game utilizing a purported player-dealer position
17 occupied by a TPP employee ready to take all comers, pay all winners, and collect from all losers.
18 This game is a banked games operated in violation of the California Constitution and Penal Code.

19 540. Rogelio's may offer the following game with Break rules:

- 20
 - Pure 21.5 Blackjack

21 These Break rules contain no effective requirement that the player-dealer position must
22 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
23 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
24 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
25 from illegal Nevada and New Jersey-style banked games.

26 541. Plaintiffs reserve the right to supplement these allegations should Rogelio's begin
27 operating after the filing of this action.

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1 **GGG. The Saloon at Stones Gambling Hall**

2 542. The Saloon at Stones Gambling Hall operates a card room in Citrus Heights,
3 California. One or more of the California TPPs provide third-party proposition player services
4 for The Saloon at Stones Gambling Hall’s games.

5 543. The Saloon at Stones Gambling Hall offers a number of blackjack, baccarat, pai
6 gow, and analogous games utilizing a purported player-dealer position occupied by a TPP
7 employee ready to take all comers, pay all winners, and collect from all losers. All of these
8 games are banked games operated in violation of the California Constitution and Penal Code.

9 544. The Saloon at Stones Gambling Hall offers the following games with Offer-Only
10 rules:

- 11 • Pure Spanish 21.5
- 12 • EZ Baccarat Panda 8
- 13 • Caribbean Stud
- 14 • Face Up Pai Gow Poker
- 15 • Joker’s Wild Pai Gow Poker
- 16 • Three Card Poker 6 Card Bonus

17 These Offer-Only rules contain no requirement that the player-dealer position must continuously
18 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
19 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
20 wager during the play of the game, and do not sufficiently distinguish the games from illegal
21 Nevada and New Jersey style-banked games.

22 545. The Saloon at Stones Gambling Hall offers the following games with Two-Hand
23 Limit rules:

- 24 • Fortune Pai Gow Poker
- 25 • Pai Gai Poker
- 26 • Ultimate Texas Hold’em
- 27 • Ultimate Texas Hold’em Bad Beat Bonus

28 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position

1 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
2 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
3 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
4 from illegal Nevada and New Jersey-style banked games.

5 546. The Saloon at Stones Gambling Hall offers the following games with Break rules:

- 6 • No Bust 21st Century Blackjack 4.0
- 7 • No Bust 21st Century Blackjack 4.0 Buster Blackjack

8 These Break rules contain no effective requirement that the player-dealer position must
9 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
10 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
11 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
12 from illegal Nevada and New Jersey-style banked games.

13 547. Regardless of what is required by game rules, the Saloon at Stones Gambling Hall
14 and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow,
15 and analogous games offered at the Saloon at Stones Gambling Hall in a manner such that the
16 player-dealer position does not continuously and systematically rotate, the TPP is not otherwise
17 precluded from maintaining or operating as a bank during game play, the TPP is not limited to
18 only winning or losing a fixed and limited wager during the play of the game, and the games are
19 not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

20 548. Given the nature of the contractual relationship between the Saloon at Stones
21 Gambling Hall and the California TPP occupying the purported player-dealer position in the
22 Saloon at Stones Gambling Hall's games, the Saloon at Stones Gambling Hall possesses an
23 illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and
24 analogous games.

25 **HHH. Seven Mile Casino**

26 549. Seven Mile Casino operates a card room in Chula Vista, California. One or more
27 of the California TPPs provide third-party proposition player services for Seven Mile Casino's
28 games.

1 550. Seven Mile Casino offers a number of blackjack, baccarat, pai gow, and analogous
2 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
3 comers, pay all winners, and collect from all losers. All of these games are banked games
4 operated in violation of the California Constitution and Penal Code.

5 551. Seven Mile Casino offers the following game that makes no mention of offering or
6 rotating the player-dealer position in its rules:

- 7 • Buster Blackjack

8 These rules contain no requirement that the player-dealer position must continuously and
9 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
10 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
11 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
12 and New Jersey style-banked games.

13 552. Seven Mile Casino offers the following games with Offer-Only rules:

- 14 • Pure Spanish 21.5
- 15 • No Bust 21st Century Buster Blackjack 4.0 with Lucky Bonus Bet
- 16 • EZ Baccarat Panda 8
- 17 • Seven Mile Baccarat
- 18 • Fortune Pai Gow Poker
- 19 • Supreme 99
- 20 • Ultimate Texas Hold'em Bad Beat Bonus

21 These Offer-Only rules contain no requirement that the player-dealer position must continuously
22 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
23 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
24 wager during the play of the game, and do not sufficiently distinguish the games from illegal
25 Nevada and New Jersey style-banked games.

26 553. Seven Mile Casino offers the following games with Two-Hand Limit rules:

- 27 • 21st Century Blackjack
- 28 • No Bust 21st Century Blackjack 6.0 version

1 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
2 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
3 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
4 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
5 from illegal Nevada and New Jersey-style banked games.

6 554. Seven Mile Casino offers the following games with Break rules:

- 7 • No Bust 21st Century Blackjack 4.0
- 8 • No Bust 21st Century Blackjack 4.01

9 These Break rules contain no effective requirement that the player-dealer position must
10 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
11 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
12 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
13 from illegal Nevada and New Jersey-style banked games.

14 555. Regardless of what is required by game rules, Seven Mile Casino and California
15 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
16 games offered at Seven Mile Casino in a manner such that the player-dealer position does not
17 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
18 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
19 limited wager during the play of the game, and the games are not sufficiently distinguished from
20 illegal Nevada and New Jersey-style banked games.

21 556. Given the nature of the contractual relationship between Seven Mile Casino and
22 the California TPP occupying the purported player-dealer position in Seven Mile Casino's games,
23 Seven Mile Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack,
24 baccarat, pai gow, and analogous games.

25 **III. Stars Casino**

26 557. Stars Casino operates a card room in Tracy, California. One or more of the
27 California TPPs provide third-party proposition player services for Stars Casino's games.

28

1 558. Stars Casino offers a number of blackjack, baccarat, pai gow, and analogous
2 games utilizing a purported player-dealer position occupied by a TPP employee ready to take all
3 comers, pay all winners, and collect from all losers. All of these games are banked games
4 operated in violation of the California Constitution and Penal Code.

5 559. Stars Casino offers the following game that makes no mention of offering or
6 rotating the player-dealer position in its rules:

- 7 • Double Hand Poker

8 These rules contain no requirement that the player-dealer position must continuously and
9 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
10 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
11 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
12 and New Jersey style-banked games.

13 560. Stars Casino offers the following games with Offer-Only rules:

- 14 • Pure Spanish 21.5
- 15 • EZ Baccarat Panda 8
- 16 • Face Up Pai Gow Poker
- 17 • Let it Ride Bonus
- 18 • Pai Gow Tiles
- 19 • Super Pan 9
- 20 • Three Card Poker 6 Card Bonus
- 21 • ZooBac

22 These Offer-Only rules contain no requirement that the player-dealer position must continuously
23 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
24 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
25 wager during the play of the game, and do not sufficiently distinguish the games from illegal
26 Nevada and New Jersey style-banked games.

27 561. Stars Casino offers the following games with Two-Hand Limit rules:

- 28 • No Bust Blackjack

- 1 • Pure 21.5 Blackjack with Buster Bonus Bet
- 2 • Fortune Pai Gow Poker
- 3 • Ultimate Texas Hold'em

4 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
5 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
6 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
7 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
8 from illegal Nevada and New Jersey-style banked games.

9 562. Regardless of what is required by game rules, Stars Casino and California TPPs
10 have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous games
11 offered at Stars Casino in a manner such that the player-dealer position does not continuously and
12 systematically rotate, the TPP is not otherwise precluded from maintaining or operating as a bank
13 during game play, the TPP is not limited to only winning or losing a fixed and limited wager
14 during the play of the game, and the games are not sufficiently distinguished from illegal Nevada
15 and New Jersey-style banked games.

16 563. Given the nature of the contractual relationship between Stars Casino and the
17 California TPP occupying the purported player-dealer position in Stars Casino's games, Stars
18 Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack, baccarat,
19 pai gow, and analogous games.

20 **JJJ. The Tavern at Stones Gambling Hall**

21 564. The Tavern at Stones Gambling Hall operates a card room in Citrus Heights,
22 California. One or more of the California TPPs provide third-party proposition player services
23 for the Tavern at Stones Gambling Hall's games.

24 565. The Tavern at Stones Gambling Hall offers a number of blackjack, baccarat, pai
25 gow, and analogous games utilizing a purported player-dealer position occupied by a TPP
26 employee ready to take all comers, pay all winners, and collect from all losers. All of these
27 games are banked games operated in violation of the California Constitution and Penal Code.

28

1 566. The Tavern at Stones Gambling Hall offers the following games with Offer-Only
2 rules:

- 3 • Pure Spanish 21.5
- 4 • 21st Century Blackjack Switch
- 5 • No Bust 21st Century Buster Blackjack 4.0 with Lucky Bonus Bet
- 6 • EZ Baccarat Panda 8
- 7 • Dai Bacc
- 8 • ZooBac
- 9 • Commission Free Fortune Pai Gow Poker
- 10 • Face Up Pai Gow Poker
- 11 • Pai Gow Poker
- 12 • Pai Gow Tiles
- 13 • Three Card Poker
- 14 • Three Card Poker Six Card Bonus

15 These Offer-Only rules contain no requirement that the player-dealer position must continuously
16 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
17 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
18 wager during the play of the game, and do not sufficiently distinguish the games from illegal
19 Nevada and New Jersey style-banked games.

20 567. The Tavern at Stones Gambling Hall offers the following games with Two-Hand
21 Limit rules:

- 22 • Casino War
- 23 • Fortune Pai Gow Poker
- 24 • Ultimate Texas Hold'em Bad Beat Downs

25 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
26 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
27 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
28 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games

1 from illegal Nevada and New Jersey-style banked games.

2 568. The Tavern at Stones Gambling Hall offers the following games with Break rules:

- 3 • No Bust 21st Century Blackjack 4.0
- 4 • No Bust 21st Century Buster Blackjack 4.0

5 These Break rules contain no effective requirement that the player-dealer position must
6 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
7 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
8 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
9 from illegal Nevada and New Jersey-style banked games.

10 569. Regardless of what is required by game rules, the Tavern at Stones Gambling Hall
11 and California TPPs have operated and continue to operate all the blackjack, baccarat, pai gow,
12 and analogous games offered at the Tavern at Stones Gambling Hall in a manner such that the
13 player-dealer position does not continuously and systematically rotate, the TPP is not otherwise
14 precluded from maintaining or operating as a bank during game play, the TPP is not limited to
15 only winning or losing a fixed and limited wager during the play of the game, and the games are
16 not sufficiently distinguished from illegal Nevada and New Jersey-style banked games.

17 570. Given the nature of the contractual relationship between the Tavern at Stones
18 Gambling Hall and the California TPP occupying the purported player-dealer position in the
19 Tavern at Stones Gambling Hall's games, the Tavern at Stones Gambling Hall possesses an
20 illegal interest in the funds wagered, lost, or won in its blackjack, baccarat, pai gow, and
21 analogous games.

22 **KKK. Towers Casino**

23 571. Towers Casino operates a card room in Grass Valley, California. One or more of
24 the California TPPs provide third-party proposition player services for Towers Casino's games.

25 572. Towers Casino offers a number of blackjack and pai gow games utilizing a
26 purported player-dealer position occupied by a TPP employee ready to take all comers, pay all
27 winners, and collect from all losers. All of these games are banked games operated in violation of
28 the California Constitution and Penal Code.

1 573. Towers Casino offers the following game with Offer-Only rules:

- 2 • Fortune Pai Gow Poker

3 These Offer-Only rules contain no requirement that the player-dealer position must continuously
4 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
5 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
6 wager during the play of the game, and do not sufficiently distinguish the games from illegal
7 Nevada and New Jersey style-banked games.

8 574. Towers Casino offers the following game with Break rules:

- 9 • No Bust 21st Century Blackjack with Buster Bet

10 These Break rules contain no effective requirement that the player-dealer position must
11 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
12 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
13 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
14 from illegal Nevada and New Jersey-style banked games.

15 575. Regardless of what is required by game rules, Towers Casino and California TPPs
16 have operated and continue to operate all the blackjack and pai gow games offered at Towers
17 Casino in a manner such that the player-dealer position does not continuously and systematically
18 rotate, the TPP is not otherwise precluded from maintaining or operating as a bank during game
19 play, the TPP is not limited to only winning or losing a fixed and limited wager during the play of
20 the game, and the games are not sufficiently distinguished from illegal Nevada and New Jersey-
21 style banked games.

22 576. Given the nature of the contractual relationship between Towers Casino and the
23 California TPP occupying the purported player-dealer position in Towers Casino's games,
24 Towers Casino possesses an illegal interest in the funds wagered, lost, or won in its blackjack and
25 pai gow games.

26 **LLL. Tres Lounge and Casino**

27 577. Tres Lounge and Casino is not currently operating but is licensed to operate a card
28 room in Watsonville, California.

1 578. Tres Lounge and Casino may offer baccarat, pai gow, and analogous games
2 utilizing a purported player-dealer position occupied by a TPP employee ready to take all comers,
3 pay all winners, and collect from all losers. All of these games are banked games operated in
4 violation of the California Constitution and Penal Code.

5 579. Tres Lounge and Casino may offer the following games with Offer-Only rules:

- 6 • 21st Century Baccarat
- 7 • EZ Baccarat Panda 8
- 8 • Fortune Pai Gow Poker
- 9 • Pai Gow Poker
- 10 • Pai Gow Tiles
- 11 • Three Card Poker

12 These Offer-Only rules contain no requirement that the player-dealer position must continuously
13 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
14 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
15 wager during the play of the game, and do not sufficiently distinguish the games from illegal
16 Nevada and New Jersey style-banked games.

17 580. Plaintiffs reserve the right to supplement these allegations should Tres Lounge and
18 Casino begin operating after the filing of this action.

19 **MMM. Turlock Poker Room**

20 581. Turlock Poker Room operates a card room in Turlock, California. One or more of
21 the California TPPs provide third-party proposition player services for Turlock Poker Room's
22 games.

23 582. Turlock Poker Room offers a number of blackjack, baccarat, pai gow, and
24 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
25 to take all comers, pay all winners, and collect from all losers. All of these games are banked
26 games operated in violation of the California Constitution and Penal Code.

27 583. Turlock Poker Room offers the following game that makes no mention of offering
28 or rotating the player-dealer position in its rules:

- 1 • 3 Card Hold'em

2 These rules contain no requirement that the player-dealer position must continuously and
3 systematically rotate, do not otherwise preclude a player from maintaining or operating as a bank
4 during game play, do not limit a player-dealer to only winning or losing a fixed and limited wager
5 during the play of the game, and do not sufficiently distinguish the games from illegal Nevada
6 and New Jersey style-banked games.

7 584. Turlock Poker Room offers the following games with Offer-Only rules:

- 8 • Pure Spanish 21.5
9 • Commission-Free Baccarat Dragon Bonus
10 • Crazy 4 Poker
11 • Face Up Pai Gow Poker
12 • Three Card Poker 6 Card Bonus

13 These Offer-Only rules contain no requirement that the player-dealer position must continuously
14 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
15 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
16 wager during the play of the game, and do not sufficiently distinguish the games from illegal
17 Nevada and New Jersey style-banked games.

18 585. Turlock Poker Room offers the following games with Two-Hand Limit rules:

- 19 • Fortune Pai Gow Poker
20 • Three Card Poker
21 • Ultimate Texas Hold'em

22 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
23 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
24 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
25 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
26 from illegal Nevada and New Jersey-style banked games.

27 586. Turlock Poker Room offers the following game with Break rules:

- 28 • Pure 21.5 Blackjack

1 These Break rules contain no effective requirement that the player-dealer position must
2 continuously and systematically rotate, do not otherwise preclude a player from maintaining or
3 operating as a bank during game play, do not limit a player-dealer to only winning or losing a
4 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
5 from illegal Nevada and New Jersey-style banked games.

6 587. Regardless of what is required by game rules, Turlock Poker Room and California
7 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
8 games offered at Turlock Poker Room in a manner such that the player-dealer position does not
9 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
10 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
11 limited wager during the play of the game, and the games are not sufficiently distinguished from
12 illegal Nevada and New Jersey-style banked games.

13 588. Given the nature of the contractual relationship between Turlock Poker Room and
14 the California TPP occupying the purported player-dealer position in Turlock Poker Room's
15 games, Turlock Poker Room possesses an illegal interest in the funds wagered, lost, or won in its
16 blackjack, baccarat, pai gow, and analogous games.

17 **NNN. Westlane Card Room**

18 589. Westlane Card Room operates a card room in Stockton, California. One or more
19 of the California TPPs provide third-party proposition player services for Westlane Card Room's
20 games.

21 590. Westlane Card Room offers a number of blackjack, baccarat, pai gow, and
22 analogous games utilizing a purported player-dealer position occupied by a TPP employee ready
23 to take all comers, pay all winners, and collect from all losers. All of these games are banked
24 games operated in violation of the California Constitution and Penal Code.

25 591. Westlane Card Room offers the following games with Offer-Only rules:

- 26 • Pai Gow Tiles
- 27 • EZ Baccarat
- 28 • Blackjack X

- 1 • Dragon Bonus Baccarat – Commission Free
- 2 • Pure Spanish 21.5
- 3 • Three Card Poker 6 Card Bonus
- 4 • Fortune Pai Gow Poker
- 5 • Dai Bacc
- 6 • Ultimate Texas Hold'em
- 7 • Face Up Pai Gow Poker

8 These Offer-Only rules contain no requirement that the player-dealer position must continuously
9 and systematically rotate, do not otherwise preclude a player from maintaining or operating as a
10 bank during game play, do not limit a player-dealer to only winning or losing a fixed and limited
11 wager during the play of the game, and do not sufficiently distinguish the games from illegal
12 Nevada and New Jersey style-banked games.

13 592. Westlane Card Room offers the following games with Two-Hand Limit rules:

- 14 • 21st Century Blackjack 7.0

15 These Two-Hand-Limit rules contain no effective requirement that the player-dealer position
16 must continuously and systematically rotate, do not otherwise preclude a player from maintaining
17 or operating as a bank during game play, do not limit a player-dealer to only winning or losing a
18 fixed and limited wager during the play of the game, and do not sufficiently distinguish the games
19 from illegal Nevada and New Jersey-style banked games.

20 593. Regardless of what is required by game rules, Westlane Card Room and California
21 TPPs have operated and continue to operate all the blackjack, baccarat, pai gow, and analogous
22 games offered at Westlane Card Room in a manner such that the player-dealer position does not
23 continuously and systematically rotate, the TPP is not otherwise precluded from maintaining or
24 operating as a bank during game play, the TPP is not limited to only winning or losing a fixed and
25 limited wager during the play of the game, and the games are not sufficiently distinguished from
26 illegal Nevada and New Jersey-style banked games.

27 594. Given the nature of the contractual relationship between Westlane Card Room and
28 the California TPP occupying the purported player-dealer position in Westlane Card Room's

1 games, Westlane Card Room possesses an illegal interest in the funds wagered, lost, or won in its
2 blackjack, baccarat, pai gow, and analogous games.

3 **OOO. Card Rooms Without Posted Rules**

4 595. Defendants California Club Casino, Casino Royale, Golden State Casino,
5 Hacienda Casino, Jalisco Pool Room, La Primavera Pool Hall & Café, Racxx, and the River Card
6 Room are licensed gaming establishments that are currently not operating and have no posted
7 rules on the Bureau of Gambling Control’s website. To the extent any of the above Defendants
8 begin to operate and/or post rules after the filing of this action, Plaintiffs reserve the right to
9 supplement their allegations.

10 **FIRST CAUSE OF ACTION**

11 **Declaration that blackjack-style games are illegal banked games in violation of the**
12 **California Constitution**
13 **Against All Defendants**
(Tribal Nations Access to Justice Act)

14 596. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1 through
15 595 as if fully set forth herein.

16 597. Blackjack is a banked game in which a player or entity possessing an odds-based
17 advantage takes on all comers, pays all winners, and collects from all losers.

18 598. Regardless of the superficial changes Defendant California card rooms make to the
19 rules or names of blackjack-style games, they retain the fundamental characteristics of a banked
20 game.

21 599. Consistent with the type of banked games offered in Nevada and New Jersey
22 casinos, in Defendants’ blackjack-style games, a player or entity possessing an odds-based
23 advantage takes on all comers, pays all winners, and collects from all losers.

24 600. Defendant California TPPs maintain and operate a bank by maintaining and
25 occupying the player-dealer position in the blackjack-style games offered by Defendant
26 California card rooms. Nothing in the rules of the blackjack-style games offered and operated by
27 Defendants preclude the TPP from maintaining or operating as a bank during game play.
28

1 to winning or losing only a fixed and limited wager during the play of the game. Uncertainty
2 over how much the player or entity banking the game will win or lose is typical of a banked
3 game.

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

8 618. Consistent with the type of banked games offered in Nevada and New Jersey
9 casinos, Defendant California card rooms and Defendant California TPPs possess an interest in
10 the wagers made in Defendants' baccarat-style games. Given the contractual relationship
11 between the parties, Defendant California card rooms and Defendant California TPPs collectively
12 operate as a "house" to bank the games.

13 619. The baccarat-style games offered and operated by Defendants thus violate
14 Section 19 of Article IV of the California Constitution.

15 **FOURTH CAUSE OF ACTION**

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

19 620. Plaintiffs hereby incorporate by reference the allegations of paragraphs 1 through
20 619 as if fully set forth herein.

21 621. California Penal Code Section 330 prohibits the playing of "any banking or
22 percentage game played with cards."

23 622. Baccarat is a banking game played with cards. Regardless of the superficial
24 changes Defendant California card rooms make to the rules and names of baccarat-style games,
25 they remain banked games in which a player or entity possessing an odds-based advantage takes
26 on all comers, pays all winners, and collects from all losers. Defendant California TPPs maintain
27 and operate a bank by occupying the purported player-dealer position in the baccarat-style games
28 offered by Defendant California card rooms.

1 630. Pursuant to Offer-Only rules, a TPP in a contractual relationship with a card room
2 may occupy the player-dealer position for a sustained period, and thus operate as a bank for the
3 game—taking all comers, paying all winners, and collecting from all losers.

4 631. When played in card rooms, games with Offer-Only rules in fact allow a TPP in a
5 contractual relationship with a card room to occupy the player-dealer position for a sustained
6 period, and thus operate as a bank for the game—taking all comers, paying all winners, and
7 collecting from all losers.

8 632. The games with Offer-Only rules offered and operated by Defendants violate
9 Penal Code Sections 330 and 330.11 because they do not require that the player-dealer position
10 must rotate in a continuous and systematic manner.

11 633. The games with Offer-Only rules offered and operated by Defendants violate
12 Penal Code Sections 330 and 330.11 because they do not preclude a player from maintaining or
13 operating as a bank during game play.

14 634. The games with Offer-Only rules offered and operated by Defendants violate
15 Penal Code Sections 330 and 330.11 because they do not render the maintenance of or operation
16 of a bank impossible.

17 635. The games with Offer-Only rules offered and operated by Defendants violate
18 Penal Code Sections 330 and 330.11 because they do not limit a player-dealer to only winning or
19 losing a fixed and limited wager during the play of the game.

20 636. The games with Offer-Only rules offered and operated by Defendants violate
21 Section 19 of Article IV of the California Constitution because their rules do not sufficiently
22 distinguish the games they govern from banked games offered in Nevada and New Jersey casinos.

23 637. The games with Offer-Only rules offered and operated by Defendants are illegal
24 banked games.

25
26
27
28

1 blackjack, baccarat, pai gow, and analogous games. The only source of revenue TPPs possess to
2 pay the card rooms pursuant to those contracts is the TPPs' winnings from occupying the player-
3 dealer position in those games.

4 663. TPPs benefit economically when card rooms ensure that the player-dealer position
5 does not rotate away from the TPP because the TPP can maximize the odds-based advantage of
6 the position. The more money TPPs are able to generate from occupying the player-dealer
7 position and banking games, the more Defendant California card rooms will be able to demand
8 from Defendant California TPPs for those contractual rights.

9 664. As a result, Defendant California card rooms have an unlawful interest in the funds
10 wagered, lost, and won in the games they offer or operate where a TPP occupies the player-dealer
11 position and banks the game.

12 665. The blackjack, baccarat, pai gow, and analogous games that give Defendant
13 California card rooms an interest in Defendant California TPPs' winnings or losses are illegal
14 games under California Business and Professions Code Section 19984.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs prayer for judgment as follows:

- 17 1. For the declarations requested above;
18 2. For injunctive relief sufficient to enjoin the conduct addressed above;
19 3. For such other and further relief as the Court deems just and proper.

20
21 Dated: January 1, 2025

KEKER, VAN NEST & PETERS LLP

22
23
24 By: _____



ELLIOT R. PETERS
R. ADAM LAURIDSEN
JULIA L. ALLEN
MAYA JAMES

Attorneys for Plaintiffs



TO: Honorable Chair and Members of the Governing Board
FROM: Stephanie A. Arechiga, General Counsel
SUBJECT: **Consideration and Adoption of a Resolution of the California Cities for Self-Reliance Joint Powers Authority Ratifying the Adoption of the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement at the Special Meeting of the Authority on January 22, 2020**
DATE: January 8, 2025

RECOMMENDATION

The Members of the California Cities for Self-Reliance Joint Powers Authority (“Authority”) are recommended to discuss and if required, adopt the attached Resolution, ratifying the adoption of the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement at the Special Meeting of the Authority on January 22, 2020.

BACKGROUND/JUSTIFICATION OF RECOMMENDED ACTION

On January 22, 2020, the California Cities for Self-Reliance Joint Powers Authority (the “Authority”) held a Special Meeting (“January 2020 Special Meeting”). Agenda Item 1 under New Business on the January 2020 Special Meeting agenda was a “Discussion and Approval of Revisions to JPA Incorporating Documents”.

At the January 2020 Special Meeting, the Authority approved amendments creating the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement (“Fifth Restated and Amended Agreement”), attached and incorporated to Resolution No. 25-01 as Exhibit “A”. The Fifth Restated and Amended Agreement was not executed at the January 2020 Special Meeting, the direction given by the Authority was to bring back a resolution (waiver of obligation) at the next scheduled meeting. Approval of the Fifth Restated and Amended Agreement

at the January 2020 Special Meeting and the follow up direction by the Authority is evidenced in the minutes of the meeting, attached and incorporated to Resolution No. 25-01 as Exhibit “B”. The February 26, 2020, Special Meeting held by the Authority did not include the resolution as requested by the Authority. The Authority retains the power to ratify prior votes to ensure the continuity and validity of its decisions.

The Authority hereby ratifies and confirms the vote held at the January 2020 Special Meeting approving the Fifth Restated and Amended Agreement and directs the current board to execute said Agreement for inclusion in the Authority’s official records.

FISCAL IMPACT

There is currently no fiscal impact on the Authority’s budget.

ATTACHMENT

1. Resolution Number 25-01

RESOLUTION NO. 25-01

A RESOLUTION OF THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY RATIFYING THE ADOPTION OF THE FIFTH RESTATED AND AMENDED CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY AGREEMENT AT THE SPECIAL MEETING OF THE AUTHORITY ON JANUARY 22, 2020

WHEREAS, on January 22, 2020, the California Cities for Self-Reliance Joint Powers Authority (the “Authority”) held a Special Meeting (“January 2020 Special Meeting”); and

WHEREAS, Agenda Item 1 under New Business on the January 2020 Special Meeting agenda was a “Discussion and Approval of Revisions to JPA Incorporating Documents”; and

WHEREAS, at the January 2020 Special Meeting, the Authority approved amendments creating the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement (“Fifth Restated and Amended Agreement”), attached and incorporated herein as Exhibit “A”; and

WHEREAS, the Fifth Restated and Amended Agreement was not executed at the January 2020 Special Meeting, the direction given by the Authority was to bring back a resolution (waiver of obligation) at the next scheduled meeting; and

WHEREAS, approval of the Fifth Restated and Amended Agreement at the January 2020 Special Meeting and the follow up direction by the Authority is evidenced in the minutes of the meeting, attached and incorporated herein as Exhibit “B”; and

WHEREAS, the February 26, 2020, Special Meeting held by the Authority did not include the resolution as requested by the Authority; and

WHEREAS, the Authority retains the power to ratify prior votes to ensure the continuity and validity of its decisions;

WHEREAS, the Authority hereby ratifies and confirms the vote held at the January 2020 Special Meeting approving the Fifth Restated and Amended Agreement, and directs the current board to execute said Agreement for inclusion in the Authority’s official records.

NOW, THEREFORE, BE IT RESOLVED by the California Cities for Self-Reliance Joint Powers Authority as follows:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Joint Powers Authority hereby ratifies and confirms the vote held at the January 22, 2020, Special Meeting approving the Fifth Restated and Amended California Cities for Self-Reliance Joint Powers Authority Agreement and directs the current board to execute said Agreement for inclusion in the Authority's official records.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall be effective until the Joint Powers Authority adopts another Agreement.

SECTION 4. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 5. That the Chair shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 8th day of January 2025.

**CALIFORNIA CITIES FOR SELF-
RELIANCE JOINT POWERS
AUTHORITY**

Emma Sharif, Chair

APPROVED AS TO FORM:

Stephanie A. Arechiga, General Counsel

**CALIFORNIA CITIES FOR SELF-RELIANCE
JOINT POWERS AUTHORITY
AGREEMENT**

(Fifth Restated and Amended)

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and among the City of Bell Gardens ("Bell Gardens"), the City of Commerce ("Commerce"), the City of Compton ("Compton") and the City of Hawaiian Gardens ("Hawaiian Gardens") each of which is a municipal corporation (hereafter called "Member" or "Members").

RECITALS

A. The Founding Members to this Agreement are each authorized and empowered under California law and local ordinances to license the operation and ownership of card clubs (hereafter called "gaming establishments"), license employees to work in gaming establishments, and otherwise regulate the operation of the gaming establishments.

B. The Members to this Agreement have inherent power to act for the benefit of the health and general welfare of their residents.

C. California Government Code § 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise any powers common to them and may by that agreement create an entity, which is separate from the public agencies to the agreement.

D. The Members to this Agreement have determined, separately and jointly, that the public health and general welfare of each of the Members will be enhanced by perceiving and seeking out greater opportunities for revenues from the California gaming economy and that they each will be served by a joint exercise of their common powers as set forth herein by the formation of a separate entity, which shall be known as the California Cities For Self Reliance Joint Powers Authority ("Authority").

NOW, THEREFORE, the Members hereto, for and in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, and for other valuable and adequate consideration, do hereby promise and agree as follows:

SECTION 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified for all purposes of this Agreement.

AGREEMENT

The term *Agreement* shall mean this Agreement as it now exists or as it may from time to time be amended by the addition of signatory Members or by any supplemental agreement entered into pursuant to the provisions hereof.

AUTHORITY

The term *Authority* shall mean the California Cities for Self Reliance Joint Powers Authority created by this Agreement.

BOARD

The term *Board* shall mean the governing board of directors of the Authority as described in Section 8.

BYLAWS

The term *Bylaws* shall mean those Bylaws governing the day-to-day operations of the Authority, which the Board may adopt and amend from time to time.

FOUNDING MEMBERS

The term *Founding Members* shall mean the cities of Bell Gardens, Commerce, Compton and Hawaiian Gardens.

FUNDS

The term *Funds* shall mean all revenues of the Authority to pursue its purposes and to meet its ongoing obligations.

MEMBERS

The term *Member* or *Members* shall mean each public agency jointly exercising power pursuant to, and which is or are signatories to, this Agreement.

SUPPORTING MEMBERS

The term *Supporting Member* shall mean each public agency that supports the purposes of the Authority by becoming a signatory to this Agreement upon admission to the Authority by a majority of the Founding Members. Each Supporting Member's contributions and maximum liability under this Agreement shall be limited to the annual contribution as may be determined by the Board from time to time.

TRADE MEMBERS

The term *Trade Members* shall mean those public agencies that have licensed card clubs under California law and local ordinances, and whose card clubs are in operation, and whose membership as Trade Members have been approved by a majority of the Founding Members.

SECTION 2

PURPOSES

The purposes of the Authority created by this Agreement are as follows:

1. To exercise the powers of each Member of the Authority to assist, permit, promote, protect, regulate or support businesses within the territorial limits of each Member in order to achieve the greatest benefits for their constituents and to protect their constituents from the adverse effects of any such business;
2. To exercise local options of each Member of the Authority pertaining to gaming so as to create, increase, promote or protect communities, jobs, local economies and revenues that are affected by or derived from gaming within the territorial limits of each Member of the Authority;
3. To protect the social fabric and economy of each Member of the Authority and affected Cities from the impacts of tribal gaming and from the investors of tribal casinos who seek the creation of reservations in areas having no historic or established Indian lands;
4. To educate local, state and federal policy makers about the impacts of citing tribal casinos in California and the unfairness of the gaming monopoly granted to tribal governments in California, which has overwhelmed the ability of state and local governments to protect their communities from the impacts of tribal gaming; and
5. To pursue any other objective, program or purpose that may be exercised jointly by the Members of the Authority.

The Authority shall carry out these purposes to assure and enhance the ability of the Members to provide funding for their programs, whether housing, recreational, public safety or otherwise, from revenues generated by gaming establishments so as to promote the health, safety and welfare of the residents of each Member and from all sources to mitigate the impacts of tribal gaming.

SECTION 3

MEMBERS TO THE AGREEMENT

Each Member to this Agreement certifies that it intends to and does contract with all other Members which are signatories to the Agreement and with such other Members as may later be added as signatories to this Agreement. Each Member also agrees that if any Founding Member or Trade Member withdraws from the Authority, except as a joint effort to terminate the Agreement pursuant to Section 7.3, such withdrawal shall affect neither this Agreement nor its intent to contract with the remaining Members to carry out the purpose of this Agreement.

Members to this Agreement shall be of three classes:

- (a) Founding Members;
- (b) Trade Members; and
- (c) Supporting Members.

The Authority shall be governed by a Board of Directors selected by the governing bodies of each Founding Member. Trade Members and Supporting Members may be permitted to participate in the governance of the Authority as determined by the Founding Members upon the admission of each Trade Member and Supporting Member.

Trade Members may be admitted as Members of the Authority upon the execution of an Addendum to this Agreement whereby each Trade Member agrees to the terms of this Agreement and whereby each of the Founding Members and each Trade Member agree to such other terms as may be recommended by the Board including the nature of the voting rights, if any, to be conferred upon each Trade Member.

Supporting Members may be admitted as Members of the Authority upon an affirmative vote of a majority of the Board and upon the execution of an Addendum to this Agreement whereby each Supporting Member agrees to the terms of this Agreement. The admission of a Supporting Member shall not require any action of the governing bodies of any of the then Founding Members or Trade Members.

SECTION 4

CREATION OF THE AUTHORITY

This Agreement hereby creates a public entity to be known as the California Cities for Self Reliance Joint Powers Authority pursuant to the provisions of the Joint Exercise of Powers Act. The Authority shall be a public entity separate from the public agencies to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities, or obligations of any of the public agencies to this Agreement.

SECTION 5

POWER OF THE AUTHORITY; RESTRICTION UPON EXERCISE

1. The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary to accomplish its purpose, including, but not limited to, the following:

- (a) To make and enter into contracts;
- (b) To accept the assignment of contracts which relate to the purposes of the Authority and which were entered into by the Founding Members prior to formation of the Authority.
- (c) To incur debts, liabilities or other obligations which are not debts, liabilities or obligations of the Members;
- (d) To employ agents and employees;
- (e) To acquire, construct, manage, maintain and operate any building, works or improvements;
- (f) To acquire, hold, lease (as lessor or lessee) or dispose of property;
- (g) To sue and be sued in its own name; and
- (h) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

2. The Authority shall have the power to enter into membership agreements with any public agency upon approval by the Board.

3. Each Member agrees that:

- (a) It intends for the Authority to take such action or actions as may be appropriate in furtherance of its purposes consistent with the Bylaws of the Authority.
- (b) Its grant of power to the Authority is to further the purposes of the Authority and shall not be deemed to limit its power to act independently of the Authority.

4. The powers of the Authority shall be exercised subject only to the restrictions upon the manner of exercising such powers as are imposed upon the public agencies, as provided in California Government Code § 6509.

5. Subject to the applicable provisions of any agreement providing for the investment of monies held thereunder, the Authority shall have the power to invest 'any money in the treasury that is not required for the immediate necessities of the Authority, as the Authority determine is advisable, in the same manner as local agencies pursuant to California Government

SECTION 6
COOPERATION

1. Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and the intent of this Agreement.
2. Each Member further agrees to refrain from taking any actions that would, to its knowledge, tend to adversely affect the carrying out the Purpose of the Authority.

SECTION 7
TERM; WITHDRAWAL; TERMINATION; DISTRIBUTION OF ASSETS

1. The Authority shall have an initial term ("Initial Term") from July 11, 2001, the Effective Date of the original Agreement that created this Authority, to July 10, 2017. Thereafter, the Initial Term shall be extended for successive terms of two (2) years each ("Extended Term").
2. Any Member who desires to leave the organization shall give each Member written notice of its intention to disassociate from the Authority. Notice of disassociation may be made in one of two manners:
 - (a) A Member may withdraw by providing thirty (30) days written notice of their intent to withdraw ("Withdrawal."). Such withdrawal shall become effective on the thirtieth (30) day following the date that the Notice was sent. A withdrawing Member shall cease to be a Member of the Authority on the date their Withdrawal is effective.
 - (b) A Member may withdraw by providing a written notice of non-renewal to each of the other Members six (6) months prior to the expiration of any Extended Term ("Non-Renewal"). A Member who elects to disassociate from the Authority through non-renewal shall cease to be a Member of the Authority at the end of the Extended Term their notice falls in.
3. The Founding Members may also elect to terminate the existence of the Authority by: (1) written notice provided to each Member that a majority of Founding Members intend to terminate the Agreement or otherwise dissolve the Authority; or (2) the Withdrawal or Non-Renewal of Founding Members resulting in the Authority having one or fewer Founding Members ("Termination"). Written notice of an event leading to Termination must be sixty (60) days of the proposed event and the resulting Termination. Termination will be effective on sixtieth (60) day following the date Notice was sent, subject to the provisions of subsection 7.6
4. A Member who disassociates from the Authority is entitled to receive a distribution from the Authority's assets as follows:
 - (a) A Member who disassociates through Non-Renewal shall be entitled to receive a distribution of the Authority's assets in proportion to their contributions to the Authority. This distribution shall be due on July 30 of the first year of the Extended Term following their Non-Renewal.

(b) A Member who disassociates through Withdrawal shall be entitled to either: (1) a prorated reimbursement of their most recent annual contribution representing the period of time between the effective date of the Withdrawal and the end of the relevant fiscal year; or (2) a distribution of the total assets of the Authority in proportion to their respective contributions. The total assets of the Authority for purposes of this distribution will be calculated as of the effective date of the Withdrawal. The Authority, in its sole discretion, shall elect whether to reimburse or distribute to Withdrawing Members. Payment shall be due on September 30 of the fiscal year commencing after the one in which the Withdrawal becomes effective.

5. Upon Termination, all assets of the Authority shall be distributed to the respective grantors or assignors in proportion to their respective contributions.

6. Upon Termination, this Agreement and the Authority shall continue to exist for the limited purpose of distributing the assets of the Authority and all other functions necessary to close out the affairs of the Authority.

SECTION 8

GOVERNING BOARD

1. The Authority shall be governed by a Board of Directors comprised of one city council member ("Director") from each Founding Member under that Founding Member's regular method of appointment. Each Director who was selected prior to the Effective Date shall be ratified by each Founding Member within thirty (30) days following execution of this Agreement.

2. Each Founding Member also shall appoint a second city council member ("Alternate Director") from each Founding Member under the Founding Member's regular method of appointment. When the Director is not able to attend a meeting of the Board of Directors or otherwise participate in the affairs of the Board of Directors, the Alternate Director shall serve in the place of the Director with full authority. Each Director and Alternate Director shall serve at the pleasure of his or her Mayor, City Council or other appointing authority.

3. The members of the Board of Directors shall receive such compensation for their services and reimbursement of expenses as may be determined by Ordinance of the Authority from time to time. A Director may elect in writing to decline any such compensation or reimbursement, or portion thereof, for any specified period or periods; and such Director may elect in writing to resume receiving such compensation or reimbursement, or portion thereof, provided that no previously declined or reduced compensation or reimbursement shall be recoverable by the Director or payable by the Authority.

SECTION 9

MEETINGS OF THE BOARD

1. The Board shall hold, at a minimum, quarterly meetings ("Quarterly Meetings") on or about January 30, April 30, July 30, and October 30 each year and, by resolutions, may provide for the holding of regular meetings at more frequent intervals. Location of Quarterly Meetings shall rotate from one Founding Member's City Hall to the others, or at such other place and upon a date and hour as may be fixed from time to time by resolution of the Board.

2. Special meetings of the Board may be called in accordance with the provisions of California Government Code § 54950, *et seq.* All meetings of the Board shall be called, noticed, held, and conducted subject to the provisions of the Ralph M. Brown Act, California Government Code § 54950, *et seq.*

3. The Secretary of the Authority shall be responsible for keeping minutes of all meetings of the Board of Directors, except closed sessions, and shall, as soon as practicable after each meeting, distribute copies of the minutes to each member of the Board and to each Member.

4. The attendance of a majority of the Board shall constitute a quorum for the transaction of business. A majority vote of the Board shall be necessary to take Board action, except that less than a quorum may adjourn from time to time.

5. Each Founding Member shall have one vote on the Board of Directors. Each Trade Member may have a vote on the Board of Directors provided that such vote is extended to the Trade Member by the Founding Members upon the admission of such Trade Member. A Supporting Member shall not have a vote on the Board of Directors. However, each Trade Member and each Supporting Member shall have the right to send a representative to the meetings of the Board and said representatives shall have the right to participate at said meetings.

SECTION 10

OFFICERS; DUTIES

1. The Board shall elect a Chairperson, a Vice-Chairperson and a Secretary of the Authority from among Directors.

(a) The Chairperson shall preside at all meetings, sign documents as may be necessary for the proper functioning of the Authority, and perform such other duties as may be imposed by the Board of Directors.

(b) The Vice-Chairman shall take the place of the Chairperson in the absence of the Chairperson and perform such other duties as may be imposed by the Board of Directors.

(c) The Secretary shall cause the minutes to be kept of all meetings, except closed sessions, and to be distributed to the Members and each of the members of the Board of Directors and perform such other duties as may be imposed by the Board of Directors.

2. The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor or Controller of a Founding Member. The Board reserves the right to appoint a certified public accountant to serve as the Treasurer of the Authority.

3. The Treasurer and the Auditor or Controller shall be responsible for keeping all Funds and providing accurate records of how such Funds are spent, and shall have the powers, duties, and responsibilities specified in California Government Code § 6505.5.

3. The Treasurer and Auditor or Controller of the Authority is designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and as such, shall file a fidelity bond with the Secretary of the Authority in an amount to be fixed by the Board. The cost of such bond shall be a proper charge against the Authority. To the extent permitted by an existing fidelity bond, the Treasurer and Auditor or Controller may satisfy this requirement by filing a fidelity bond obtained in connection with another public office, if the amount of that bond equals or exceeds the bond amount established by the Board of Directors.

SECTION 11

FISCAL YEAR

The fiscal year of the Authority shall be the period from July 1 of each year through the following June 30, except for the first fiscal year, which shall be the period from the date of this Agreement to June 30, 2001.

SECTION 12

ADMINISTRATION

1. The Office of Executive Director of the Authority is hereby created. The Executive Director shall have the authority and responsibility to perform all executive and administrative functions of the Authority subject to the direction of the Board of Directors. Said functions shall include, without limitation, all day-to-day operations of the Authority to achieve its purposes and the direction and supervision of the employees of the Authority. The Board of Directors retains unto itself all legislative and judicial duties, functions and powers of the Authority not expressly delegated herein including, without limitation, the authority to enter into contracts, and convey and accept real property.

2. The Executive Director shall be appointed for a definite term by a majority vote of the Board of Directors and shall serve at the pleasure of the Board. The Board shall select the Executive Director on the basis of the abilities and qualifications of the person so appointed with emphasis on actual experience in the purposes for which the Authority was formed. The Executive Director shall receive such compensation and expense allowances as the Board shall determine, and such compensation shall be a proper charge against the funds of the Authority. The Board may enter into an employment agreement with the Executive Director that delineates the terms and conditions of his or her employment provided that said terms and conditions are not contrary to the provisions hereof.

3. The Executive Director shall take direction from the Board of Directors only through and at a duly convened meeting of the Board. For this purpose, the Chairperson or any Director may request any proposed direction to the Executive Director to be placed on the agenda for consideration and action by the Board at its next regularly scheduled meeting. The Board may direct the Executive Director on all matters within its jurisdiction. Neither the Chairperson nor any Director shall give any direction to the Executive Director except as provided herein. However, the Chairperson and each Director may inquire of the Executive Director on any matter pertaining to the affairs and operations of the Authority or the performance of the duties of the Executive Director. Also, the Chairperson and Directors may discuss or suggest anything pertaining to the affairs and operation of the Authority with the Executive Director.

4. The Board of Directors may remove the Executive Director at any time upon a majority vote of the Board subject to the payment of any severance provided in the employment agreement with the Executive Director. The Board may remove the Executive Director, in its sole discretion, and its action shall be final and shall not depend upon the existence of good cause or any particular showing.

5. The Executive Director, before entering upon the duties of that office, shall take the oath of office as provided for in the constitution of this state, and shall file the same with the Secretary of the Board.

6. The Executive Director shall be an employee of the Authority for purposes of the Governmental Tort Claims Act who shall retain all immunities and rights thereunder.

SECTION 13

BONDS

The Authority shall not have the power to issue bonds or other forms of indebtedness authorized by law.

SECTION 14

AGREEMENT NOT EXCLUSIVE

1. This Agreement is not the exclusive means that a Member may use to perform its legal responsibilities as they relate to regulating the Card Clubs. Each of the Members reserves the right to carry out other programs, as it may deem appropriate to accomplish the purposes of the Authority.

2. This Agreement does not alter the terms of other agreements, which may exist between any Members hereto except as expressly provided herein.

SECTION 15

CONTRIBUTIONS, ADVANCES, EXPENSES

1. The Authority may receive contributions or advances of funds and of personnel, services, equipment or property to the Authority for any of the purposes of this Agreement. An advance may be made subject to repayment and in such case shall be repaid in the manner agreed upon by the contributor and the Authority at the time of the advance.

2. Commencing with the 2014-2015 fiscal year, each Member agrees that it shall make an annual contribution to the Authority in the sum of **twenty-five thousand (\$ 25,000)**, or such greater sum the Members may agree to contribute to the Authority, until the Agreement is terminated.

3. In the event a Member is unable to make an annual contribution, the Member will be deemed to have withdrawn from the Authority without any liability for the annual contribution to the Authority. Said withdrawal, if any, will occur if a Member does not make the annual contribution by the sixtieth day following the Authority's invoice to the Members. Except for the 2014-2015 fiscal year, the invoices shall be sent to the Members by June 1 for the following fiscal year.

SECTION 16

ACCOUNTING AND REPORTING

1. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting practice. The books and records of the Authority shall be open to inspection by the Cities upon reasonable notice and during normal business hours.

2. The Authority shall cause an independent audit by a certified public accountant to be made of its books and accounts each year. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under California Government Code § 26909 or its successor statute and shall conform to generally accepted auditing standards. The audit shall be provided to the Cities within five (5) months after the close of each fiscal year.

3. Any cost of the audit, including contracts with certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose. If the Authority does not have adequate funds to pay the cost of the audit, the Founding Members and Trade Members shall pay their prorated shares of the audit expense. A Member's pro rata share shall be one divided by the total number of Founding Members and Trade Members, multiplied by 100 percent.

SECTION 17

BREACH

1. If any Member shall default on any covenant or condition contained in this Agreement or Resolution of the Board of Directors, such default shall not excuse the defaulting Member from fulfilling its obligations under this Agreement or such resolution and all Members shall continue to be responsible for the performance of all conditions and covenants of this Agreement and any such resolution; except that Supporting Members shall not be liable for any costs or expenses other than their annual contribution. If such defaulting City fails to cure, or to commence to cure, such breach within thirty (30) days of receiving notice thereof from the Board, then the Board shall have the option, but not the obligation, to terminate the membership of the Defaulting Member.

2. The Members declare that this Agreement is entered into for the benefit of the California Cities for Self-Reliance Joint Powers Authority and grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the Members.

3. Each and all of the remedies given to the Authority by this Agreement or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to exercise any or all other remedies.

SECTION 18

LIABILITY, INSURANCE, AND INDEMNIFICATION

1. No Member shall be liable for any indebtedness of the Authority except that which is consented to by the governing body of each Member. All persons dealing with or having a claim against the Authority are hereby notified that no Member to this Agreement is liable for the debts of the Authority.

2. The Board may maintain appropriate insurance to protect the Members from such liabilities and obligations. The cost of such insurance shall be paid on a pro rata basis by the Founding Members and Trade Members. The pro rata share of each Founding Member and Trade Member shall be one divided by the total number of Founding Member and Trade Member, multiplied by 100 percent.

3. Each of the Members shall defend, indemnify and hold each of the other Members and the Authority harmless from, or as a result of, the death of any person, or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall be caused or contributed to by any acts done or any errors or omission of the indemnifying Member or its officers, agents, servants, employees or contractors during the course of carrying out this Agreement.

SECTION 19

SEVERABILITY

If any part, term or provision of the Agreement is determined by a court of law to be illegal or in conflict with any law of the State of California or otherwise unenforceable, the validity of the remaining parts, terms or provisions shall not be affected.

SECTION 20

SUCCESSORS; ASSIGNMENT

1. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members.

2. Except to the extent expressly provided in this Agreement, a Member may not assign any right or obligation hereunder without the consent of the Board.

SECTION 21

AMENDMENT

This Agreement may only be amended by a written amendment to this Agreement executed by a majority of the Founding Members and any Trade Member extended that right by the Founding Members upon the admission of the Trade Member.

SECTION 22

FORM OF APPROVALS

1. Whenever an approval is required by this Agreement, unless the context specified otherwise, it shall be given by resolution duly and regularly adopted by the Member whose consent is required.

2. Whenever an approval is required by the Authority, it shall be by resolution duly and regularly adopted by the Board unless the Executive Director can give such approval.

SECTION 23

SECTION TITLES

Section titles in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions of the Agreement.

SIGNATURES

Each Member signs this Agreement by the properly designated Officer of each Member; and when so signed by Each Member, this Agreement shall be the effective on **[DATE, 2020]**. Each Member may sign the signature page of this Agreement separately; and once each Member has signed its respective signature page, this Agreement shall be effective and shall constitute the whole Agreement of the Members.

**CITY of BELL GARDENS
A Municipal Corporation**

By: _____
Alejandra Cortez, Its Mayor

Date: _____

Attest: City Clerk

By: _____
Jane Halstead

Approve: City Attorney

By: _____
Rick. R. Olivarez

**CITY of COMPTON
A Municipal Corporation**

By: _____
Aja Brown, Its Mayor

Date: _____

Attest: City Clerk

By: _____
Alita Godwin

Approve: City Attorney

By: _____
Damon Brown

**CITY of COMMERCE
A Municipal Corporation**

By: _____
John Soria, Its Mayor

Date: _____

Attest: City Clerk

By: _____
Lena Shumway

Approve: City Attorney

By: _____
Noel Tapia

**CITY of CUDAHY
A Municipal Corporation**

By: _____
Elizabeth Alcantar, Its Mayor

Date: _____

Attest: Assistant City Clerk

By: _____
Richard Igelsias

Approve: City Attorney

By: _____
Victor Ponto

CITY of HAWAIIAN GARDENS
A Municipal Corporation

By: _____
Jesse Alvarado, Its Mayor

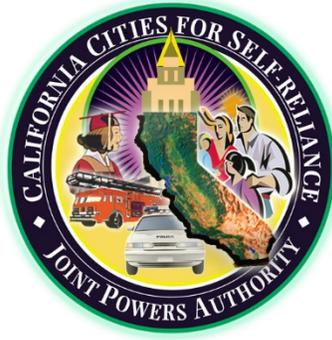
Date: _____

Attest: City Clerk

By: _____
Lucie Colombo

Approve: City Attorney

By: _____
Megan Garibaldi



**CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY
SPECIAL MEETING**

**CITY OF BELL GARDENS, PUBLIC SAFETY CENTER,
7100 GARFIELD AVE,
BELL GARDENS, CALIFORNIA, 90201**

WEDNESDAY, JANUARY 22, 2020

12:07 PM

MINUTES

ROLL CALL

Board Members Present:

Alejandra Cortez, Member – Bell Gardens
John Soria, Secretary - *Commerce (arrived at 12:12 p.m.)*
Aja Brown, Member - *Compton*
Chris Garcia, Chair – *Cudahy*
Jesse Alvarado, Treasurer – *Hawaiian Gardens*

PUBLIC PARTICIPATION

None.

PUBLIC ATTENDING MEETING

Victor Farfan, Edgar Cisneros, Michael O'Kelly, Liz Garcia, Marco Barcena,
Michael Campion.

NEW BUSINESS

1. Discussion and approval of revisions to JPA incorporating documents.

Counsel reported on this item: Counsel recommended amendments to the JPA agreement with the following new language to the agreement:

Section 7: Term Withdraw, Termination and Distribution of Assets.

Subsection 1: The authority shall have an initial term from July 11, 2001 the effective date of the original agreement that created this authority to July 10, 2017; thereafter the initial term shall be extended for successive terms of two years each.

Subsection 2: Any member who desires to leave the organization shall give each member written notification of its intention to disassociate from the authority. Notice of disassociation may be made in one of two manners:

- (a) A member may withdraw by providing 30 days written notice of their intent to withdraw formally defined as withdraw. Such withdraw should become effective on the 30th day following the date the notice was sent, a withdrawing member shall cease to be a member of the authority on the date their withdraw is effective.
- (b) A member may withdraw by providing a written notice of non-renewal to each of the other members 6 months prior to the expiration of any extended term. A member who elects to disassociate from the authority through non-renewal shall cease to be a member of the authority at the end of the extended term that their notice falls in.

Subsection 3: The founding members may elect to terminate the existence of the authority by: (1) written notice provided to each member that a majority of the founding members intend to terminate the agreement or otherwise dissolve the authority; (2) the withdraw or non-renewal of founding members resulting in the authority having one or fewer founding members define as termination. Written notice of an event waiting to terminate must be made within 60 days of proposed event and the resulting termination will be effective on the 60th day following the date notice was sent subject to the provisions of 7.6

Subsection 4: A member who disassociates from the authority is entitled to either: (1) a prorated reimbursement of their most recent annual contribution representing the period of time between the effective date of

the withdraw and the end of the relevant fiscal year or (2) a distribution of the total assets of the authority in proportion to their respective contributions. The total assets of the authority for purposes of this distribution will be calculated as of the effective date of the withdraw. The authority in its sole discretion shall elect whether to reimburse or redistribute to withdrawing members. Payment shall be made due on September 30 of the fiscal year commencing after the one in which the withdraw became effective.

Subsection 5: Upon termination all assets of the authority shall be distributed to the respective grantors or assigners in proportion to their respective contributions.

Subsection 6: Upon termination this agreement and the authority shall continue to exist for the limited purpose of distributing the assets of the authority and all other functions necessary to close out the affairs of the authority.

Chairperson Garcia moved and Member Cortez seconded to approve the amendments to the agreement as were read to the board, the motion was approved with a 5-0 vote.

Member Cortez recommended to place the item regarding a proposed resolution (waiver of obligation) at the next JPA meeting.

2. Discussion and direction regarding JPA Executive Director Position.

Board agreed to accept proposals from interested parties.

CHAIRMAN AND BOARD MEMBER REPORTS

This is the time and place for the Chairman and Board Members to report on any other items of interest. Upon request by an individual Board Member, the Authority may choose to take action on any of the subject matters listed below.

Member Cortez (Bell Gardens)

Treasurer Alvarado (Hawaiian Gardens)

Chair Garcia (Cudahy)

Secretary Soria (Commerce)

Member Brown (Compton)

ADJOURN

To the regular meeting of the California Cities for Self-Reliance Joint Powers Authority will be held at 12:00 pm, on Wednesday, February 19, 2020, in the City of Commerce, 2535 Commerce Way, Commerce, CA 90040.

Chris Garcia, Chair

ATTEST:

John Soria, Secretary



TO: Honorable Chair and Members of the Governing Board

FROM: Juan Garza, Executive Director

SUBJECT: **Executive Director Report/Summary**

DATE: January 8, 2025

- 1) JPA Membership Expansion Update
- 2) Upcoming 2025 Gaming Efforts: Judicial, Legislative, Regulatory, Public Initiative
- 3) Upcoming Intros – New Legislators