

IN THE 41<sup>st</sup> DISTRICT COURT  
IN EL PASO COUNTY, TEXAS

THE STATE OF TEXAS, ex rel.	§	
EL PASO COUNTY ATTORNEY	§	
JO ANNE BERNAL,	§	
Plaintiff,	§	
	§	
v.	§	
	§	No. 2024DCV0821
JAGUARS GOLD CLUB, A.K.A	§	
JAGUARS, THE REAL PROPERTY	§	
KNOWN AS 11377 GATEWAY BLVD.,	§	
EL PASO, TX 79936 ( <i>IN REM</i> ), RCI	§	
HOSPITALITY HOLDINGS, INC., AKA	§	
RCI HOLDINGS, INC. (REAL PROPERTY	§	
OWNER AND BUSINESS OWNER),	§	
ANGEL RICHARD TORRES	§	
(MANAGER), DONNELL LEE JAMES	§	
(MANAGER), JAVIER DIAZ	§	
(MANAGER), JAI DINING SERVICES	§	
(EL PASO), INC., d/b/a JAGUARS GOLD	§	
CLUB, RCI HOLDINGS, INC. (REAL	§	
PROPERTY OWNER)	§	
Defendants.	§	

**AGREED ORDER OF SETTLEMENT**

It was announced to the Court that the Parties to this amended lawsuit, namely the Plaintiff, State of Texas (“the State”) and Defendants JAI Dining Services (El Paso), Inc. d/b/a Jaguars Gold Club (Jaguars) and the Real Property known as 11377 Gateway Blvd., El Paso, Texas 79936 (*in rem*), have reached a settlement of their dispute and desire to terminate the litigation in this cause pursuant to the terms set out in this Order. The Court is of the opinion that this Agreed Order is well taken and should in all things be granted, and the same is hereby **GRANTED**.

The Parties agree, and the Court finds, based upon the evidence presented that:

1. The Court has jurisdiction over the subject matter of this case and jurisdiction over the Parties and venue is proper.
2. Defendants JAI Dining Services (El Paso), Inc., and RCI Holdings, Inc. the owner of Defendant Real Property 11377 Gateway Blvd., El Paso, Texas 79936 own, operate, maintain, or assist in maintaining Jaguars Club (“Jaguars”), located at 11377 Gateway Blvd., El Paso, Texas 79936, alleged to be a common nuisance under Section 101.70 of the Texas Alcoholic Beverage Code (TABC) and Chapter 125 of the Texas Civil Practice & Remedies Code (CPRC);
3. Defendants were timely and properly served with the Court’s temporary restraining order, citation, and notice of hearing for temporary injunction.
4. The temporary restraining order was set to expire on March 7, 2024, and upon agreement of all parties, is set to expire March 21, 2024.
5. To the State’s knowledge, the temporary restraining order has been complied with and followed by Defendants.
6. The State sought a temporary and permanent injunction to restrain and prevent alleged criminal acts and practices of Defendants, constituting a common nuisance in violation of Chapter 101 of the TABC and Chapter 125 of the CPRC.
7. The State sought fines for alleged TABC and CPRC violations, fees for attorney and investigator costs, and filing fees against Defendants.
8. All restrictions and requirements of this Agreed Order are reasonable restrictions to ensure alleged criminal activity is abated at Jaguars, located at 11377 Gateway Blvd., El Paso, Texas 79936.
9. In the event any illegal conduct is observed by or reported to a manager of the business operating on the premises, it shall be reported to higher management, and the business

operating on the premises shall be required to take remedial measures to ensure the activity is not repeated, including, but not limited to, suspension or termination of the offender. The business operating on the premises shall submit a written report (“Report”) to the County Attorney’s Office detailing any remedial action taken in response to any illegal activity observed and/or reported to have occurred at the business operating on the premises within 72-hours of the action taken. No Report, in whole or in part, may be (a) used or admitted into evidence in any proceeding pursuant to Chapter 125 of the Civil Practice and Remedies Code or Chapter 101 of the Texas Alcoholic Beverage Code against the business operating on the premises, (b) provided to any other governmental entity for any purposes (except as required by law), (c) used as evidence that the business materially breached their Agreement, or (d) used against the business operating on the premises for any purpose other than for impeachment purposes or to rebut the business’ denial of illegal activities established by evidence other than through a Report.

**IT IS THEREFORE ORDERED, ADJUDGED and DECREED THAT:**

1. Defendants, its officers, agents, servants, employees, and those persons in active concert or participation with them, will abide by the reasonable restrictions named in this Agreed Order.
2. Defendants will not operate a business known as “Jaguars Gold Club” or use a variation of that name at 11377 Gateway Blvd., El Paso, Texas 79936.
3. Before operating a business at 11377 Gateway Blvd., El Paso, Texas, Defendants will:
  - a. Apply for a license and/or permit to sell and serve alcohol from the Texas Alcoholic Beverages Commission.
  - b. Hire an appropriate number of off-duty licensed peace officers who will work for at least six months.

- c. Obtain a “Garrett” metal detector wand to use on all persons that enter the club.
- d. Identify existing security cameras located within or outside the premises and the view they produce and ensure they are in working order. Operate enough cameras to show each part of the business where the public is entertained, and enough to show the space where the customers of the business park vehicles. Cooperate with law enforcement by preserving video evidence for thirty (30) days and make it available to law enforcement for investigations of criminal conduct that relates to the premises upon request to management or a designated representative of the business.
- e. Maintain an inside noise level that is never more than 80 decibels, or at a level compliant with the City of El Paso’s sound ordinance, whichever is less.
- f. Within thirty days from the date of this Order, provide proof of compliance with the City of El Paso’s fire code.
- g. Pay:
  - i. Court costs of four hundred forty six dollars (\$446.00);
  - ii. A bond of five thousand dollars (\$5,000.00), payable to El Paso County, Texas that is:
    1. Sufficiently secured and is approved by the Court,
    2. Conditioned upon the conditions set out above in this document,
    3. Will be paid before the open of business confirmed by a report filed with the court by Defendant’s counsel before re-opening.
    4. The clerk shall, upon filing of the bond and approving the bond according to the law, issue a bond with the law and terms of this order.



- c. Require any person who will serve, store, sell or consume alcohol as part of working at the business on the premises to obtain a TABC seller/server certification in anticipation of obtaining a license and/or permit from the TABC, and require every person who will serve, store, sell or consume alcohol as part of working at the business on the premises to obtain a TABC seller/server certification.
- d. Close for business at 2:15 a.m.
- e. Not allow alcoholic beverages to be consumed or purchased after 2:15 a.m. Remove any patron/customer or terminate the employment or independent contractor status of any employee engaging in narcotics or other illegal activity on the premises and report the activity to law enforcement.
- f. Remove any patron/customer and criminally trespass them from the premises for assaultive or disruptive contact on the premises.
- g. Prohibit street gang colors or 1% (“one percenters”) insignia worn inside the bar.
- h. Regularly check property to ensure compliance with all relevant City of El Paso Code fire, health, safety, and building provisions.
- i. Restrict occupancy to the regulations designated by the City of El Paso or the Fire Department.
- j. Perform bag checks on all employees and dancers before every shift to ensure that no drugs, drug paraphernalia, illegal weapons, or condoms are brought to the club.
- k. Remove any patron/customer or terminate any association with independent contractors or employees who commit a crime on the property.
- l. Arrange quarterly meetings between the management team of the premises and a representative from the El Paso Police Department’s Pebble Hills Regional

Command Center. The first meeting shall be held within fifteen (15) days of opening a business on the premises.

- m. Any person working on the premises that is not an employee:
  - i. Will not be required to give the business a portion or percentage of their earnings;
  - ii. Will control their hours worked;
  - iii. Will decide what they charge their clients.

10. Attorney and investigator fees are waived.

**IT IS FURTHER AGREED THAT:**

11. This order expires:

- a. Upon obtaining a TABC license, meeting the requirements described above in paragraph 3 and providing proof of such; or
- b. Nine months from the day the agreed judgment is signed by the Court.

12. If any provision of this Agreed Order is determined to be unenforceable or void for any reason, that to the extent permitted by law, any other provision of this Agreed Order that is not affected by that determination, shall remain in full force and effect.

**ACKNOWLEDGMENT**

13. By their duly authorized signatures, the Parties stipulate to the Court that they understand the terms of this Agreed Order, have had the opportunity to confer with counsel; agree to the terms of this Agreed Order; have waived all rights of appeal from this Agreed Order; have actively participated in the negotiations leading up to this Agreed Order; are aware of the duties placed upon them by this Agreed Order, and are desirous and capable of carrying out those duties in full.


14. The Parties further acknowledge receipt of copies of this Agreed Order and have full and actual notice of the terms of this Agreed Order; that the issuance and service of a writ of injunction are waived; that the terms of this Agreed Order are sufficiently detailed and specific to be enforceable by the Court.
15. The Parties agree this Agreed Order represents a full and final settlement, and all terms and conditions are contained herein. The Parties further agree that this Agreed Order constitutes a final judgment of this matter.
16. Based upon these findings and the agreement of the Parties as evidenced by their respective signatures below and the signatures of their respective attorney, the Court is of the opinion that the Agreed Order should be granted.

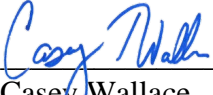
The parties agree that any action that may arise from a violation of this order will fall under Chapter 125 of the CPRC, Chapter 101 of the TABC, and the discretion of the Court.

**It is so ORDERED**, this the 19th day of March, 2024.

  
\_\_\_\_\_  
Hon. Annabell Perez  
JUDGE

Approved and Agreed:

  
\_\_\_\_\_  
Amy Monsivais  
Assistant County Attorney

  
\_\_\_\_\_  
Casey Wallace  
Attorney for Defendants  
and for the real property 11377 Gateway W. Blvd, El Paso Texas 79936