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NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

NGC 09-12

STATE OF NEVADA

BEFORE THE NEVADA GAMING COMMISSION

STATE GAMING CONTROL BOARD, Complainant, v. PAUL J. NEMETH, Respondent. Respondents.	**STIPULATION FOR SETTLEMENT AND ORDER**

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint, NGC Case No. 09-12 against the above-captioned RESPONDENT, PAUL J. NEMETH, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 09-12, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 09-12.

2. RESPONDENT fully understands and voluntarily waives the right to a public hearing on the charges and allegations set forth in the Complaint, the right to present and cross-examine witnesses, the right to a written decision on the merits of the Complaint, which must contain findings of fact and a determination of the issues presented, and the right to obtain judicial review of the Nevada Gaming Commission's decision.

3. RESPONDENT agrees to pay a fine in the total amount of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00) made payable to the *STATE OF NEVADA-NEVADA GAMING COMMISSION* on the date this stipulated settlement agreement is accepted by the Nevada

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Gaming Commission. Interest on the fine shall accrue at 5.25 percent per annum on any unpaid balance computed from the date payment is due until payment is made in full.

4. On the date this stipulated settlement agreement is accepted by the Nevada Gaming Commission, RESPONDENT agrees to surrender his restricted license to conduct gaming at the Grand Slam Market located at 101 Freeport Circle, Fallon, Nevada.

5. In consideration for the execution of this settlement agreement, RESPONDENT, for himself, his heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has, may have, or claim to have against any and all of the persons or entities named in this paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint and this disciplinary action, NGC Case No. 09-12, or any other matter relating thereto.

6. In consideration for the execution of this settlement agreement, RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming Commission, the State Gaming Control Board, the Nevada Attorney General, and each of their members, agents, and employees in their individual and representative capacities against any and all claims, suits and actions, brought against the persons named in this paragraph by reason of the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case No. 09-12, and all other matters relating thereto, and against any and all expenses, damages, charges and costs, including court costs and attorney fees, which may be sustained by the persons and entities named in this paragraph as a result of said claims, suits and actions.

7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and acknowledges that RESPONDENT had an opportunity to consult with counsel prior to entering into this Stipulation for Settlement. RESPONDENT further acknowledges that this stipulated

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settlement is not the product of force, threats, or any other form of coercion or duress, but is the product of discussions between RESPONDENT and the attorney for the BOARD.

8. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid litigation and economize resources. The parties agree and understand that this Stipulation for Settlement is intended to operate as full and final settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No. 09-12.

9. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming Commission has the sole and absolute discretion to determine whether to accept this stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right they may have to challenge the impartiality of the Nevada Gaming Commission to hear the above-entitled case on the matters embraced in the Complaint if the Nevada Gaming Commission determines not to accept this stipulated settlement agreement. If the Nevada Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as null and void and RESPONDENT'S admissions, if any, that certain violations of the Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall be withdrawn.

10. RESPONDENT and the BOARD agree and understand that this settlement agreement is intended to operate as full and final settlement of the Complaint filed in NGC Case No. 09-12. The parties further agree and understand that any oral representations are superseded by this settlement agreement and that only those terms memorialized in writing herein shall be effective.

11. RESPONDENT agrees and understands that although this settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 09-12, that the allegations contained in the Complaint file in NGC Case No. 09-12 and the terms of this settlement agreement may be considered by the BOARD and/or the Nevada Gaming Commission, with regards to any and all applications by RESPONDENTS that are currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future with the BOARD.

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12. RESPONDENT and the BOARD shall each bear their own costs incurred in this disciplinary action, NGC Case No. 09-12.

13. This stipulated settlement agreement shall become effective immediately upon approval by the Nevada Gaming Commission.

DATED this 15th day of April, 2010.

STATE GAMING CONTROL BOARD

PAUL J. NEMETH, an individual

DENNIS K. NEILANDER, Chairman

KEITH LEE, Esq.
Attorney for RESPONDENT

RANDALL E. SAYRE, Member

MARK A. LIPPARELLI, Member

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

By: _____
MICHAEL P. SOMPS
Senior Deputy Attorney General
Gaming Division

Attorneys for State Gaming Control Board

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ORDER

IT IS SO ORDERED in NGC Case No. 09-12.

DATED this _____ day of _____, 2010.

NEVADA GAMING COMMISSION

_____
PETER BERNHARD, Chairman