

1 NGC 15-09

2

3

4

STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

NEVADA GAMING CONTROL BOARD,

7

Complainant,

8

vs.

STIPULATION FOR SETTLEMENT AND ORDER

9

MALT MILL LIMITED PARTNERSHIP, dba
SILVER PEAK RESTAURANT AND
BREWERY,

10

11

Respondent.

12

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint, NGC Case No. 15-09 against the above-captioned RESPONDENT, MALT MILL LIMITED PARTNERSHIP, dba SILVER PEAK RESTAURANT AND BREWERY, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 15-09, 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. 15-09.

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.

....

1 3. RESPONDENT agrees to pay a fine in the total amount of FIFTEEN THOUSAND
2 DOLLARS and NO CENTS (\$15,000.00) electronically transferred to the *State of Nevada-*
3 *Nevada Gaming Commission* on or before the date this Stipulation for Settlement is accepted
4 by the Nevada Gaming Commission. The total fine amount is based on \$1,500.00 allocated to
5 each count of the Complaint. Interest on the fine shall accrue at 5.25 percent per annum on
6 any unpaid balance computed from the date payment is due until payment is made in full.

7 4. Nothing in this Stipulation for Settlement shall be construed to limit or preclude the
8 BOARD from pursuing additional disciplinary action in accordance with NRS 463.310 against
9 RESPONDENT for future violations of the Gaming Control Act or of the Regulations of the
10 Nevada Gaming Commission.

11 5. In consideration for the execution of this settlement agreement, RESPONDENT, for
12 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
13 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada
14 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
15 employees in their individual and representative capacities, from any and all manner of
16 actions, causes of action, suits, debts, judgments, executions, claims, and demands
17 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
18 may have, or claim to have against any and all of the persons or entities named in this
19 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
20 and this disciplinary action, NGC Case No. 15-09, or any other matter relating thereto.

21 6. In consideration for the execution of this settlement agreement, RESPONDENT
22 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
23 Commission, the Nevada Gaming Control Board, the Nevada Attorney General, and each of
24 their members, agents, and employees in their individual and representative capacities against
25 any and all claims, suits and actions, brought against the persons named in this paragraph by
26 reason of the investigation of the allegations in the Complaint, filed in this disciplinary action,
27 NGC Case No. 15-09, and all other matters relating thereto, and against any and all expenses,
28 damages, charges and costs, including court costs and attorney fees, which may be sustained

1 by the persons and entities named in this paragraph as a result of said claims, suits and
2 actions.

3 7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and
4 with the assistance of legal counsel. RESPONDENT further acknowledges that this stipulated
5 settlement is not the product of force, threats, or any other form of coercion or duress, but is
6 the product of discussions between RESPONDENT and the attorney for the BOARD.

7 8. RESPONDENT affirmatively represents that if RESPONDENT, this Stipulation for
8 Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement and
9 Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court, the
10 bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order to
11 become effective, or that the bankruptcy court has already approved this Stipulation for
12 Settlement and Order.

13 9. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
14 litigation and economize resources. The parties agree and understand that this Stipulation for
15 Settlement is intended to operate as full and final settlement of the Complaint filed against
16 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 15-09.

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

27 11. RESPONDENT and the BOARD agree and understand that this settlement
28 agreement is intended to operate as full and final settlement of the Complaint filed in NGC

1 Case No. 15-09. The parties further agree and understand that any oral representations are
2 superseded by this settlement agreement and that only those terms memorialized in writing
3 herein shall be effective.

4 12. RESPONDENT agrees and understands that although this settlement, if approved
5 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 15-09,
6 that the allegations contained in the Complaint filed in NGC Case No. 15-09 and the terms of
7 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
8 Commission, with regards to any and all applications by RESPONDENT that are currently
9 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
10 with the BOARD.

11 13. RESPONDENT and the BOARD shall each bear their own costs incurred in this
12 disciplinary action, NGC Case No. 15-09.

13 14. RESPONDENT, by executing this Stipulation for Settlement, affirmatively waives all
14 notices required by law for this matter including, but not limited to, notices concerning
15 consideration of the character or misconduct of a person (NRS 241.033), notices concerning
16 consideration of administrative action against a person (NRS 241.034), and notices concerning
17 hearings before the Nevada Gaming Commission (NRS 463.312). Regardless of the waiver of
18 legal notice requirements, the BOARD and Nevada Gaming Commission will attempt to
19 provide reasonable notice of the time and place of the hearing. Further, in negotiating this
20 Stipulation for Settlement, RESPONDENT acknowledges that the BOARD has provided
21 RESPONDENT with the date and time of the Nevada Gaming Commission hearing during
22 which the BOARD anticipates the Nevada Gaming Commission will consider approving this
23 settlement.

24

25

26

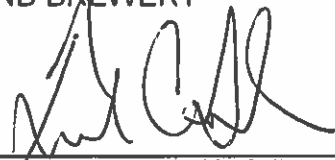
27

28

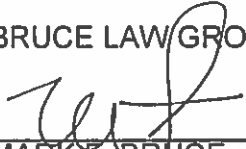
1 15. This stipulated settlement agreement shall become effective immediately upon
2 approval by the Nevada Gaming Commission.

3
4 MALT MILL LIMITED PARTNERSHIP,
5 dba SILVER PEAK RESTAURANT
6 AND BREWERY

NEVADA GAMING CONTROL BOARD

7  12/18/15
8 TRENT SCHMIDT, G.P. Date
9 Respondent

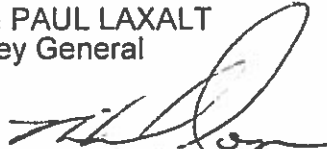
 1/11/16
A.G. BURNETT, Chairman Date

10 BRUCE LAW GROUP
11  12/28/15
12 MARK F. BRUCE, Esq. Date
13 Attorneys for Respondent

 1/11/16
SHAWN R. REID, Member Date

 1/21/16
TERRY JOHNSON, Member Date

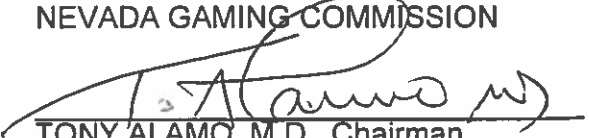
14 Submitted by:
15 ADAM PAUL LAXALT
16 Attorney General

17 By:  12/30/15
18 MICHAEL P. SOMPS Date
19 Senior Deputy Attorney General
20 Gaming Division
21 Attorneys for Nevada Gaming Control Board

ORDER

22 IT IS SO ORDERED in NGC Case No. 15-09.
23 DATED this 18th day of February, 2016
24

NEVADA GAMING COMMISSION


26 TONY ALAMO, M.D., Chairman

Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511