



1 NGC 15-07

4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 NEVADA GAMING CONTROL BOARD, )  
 7 Complainant, )  
 8 v. )  
 9 HOTSPUR CASINOS NEVADA, INC., dba )  
 10 RAMPART CASINO AT THE RESORT AT )  
 11 SUMMERLIN, )  
 12 Respondent. )

STIPULATION FOR SETTLEMENT AND ORDER

Office of the Attorney General  
Gaming Division  
555 E. Washington Ave., Ste. 3900  
Las Vegas, Nevada 89101

13 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
14 (BOARD), Complainant herein, filed and served a Complaint in NGC Case No. 15-07, against  
15 HOTSPUR CASINOS NEVADA, INC., dba RAMPART CASINO AT THE RESORT AT  
16 SUMMERLIN (RAMPART), Respondent herein, alleging certain violations of the Nevada  
17 Gaming Control Act and Regulations of the Nevada Gaming Commission (Commission or  
18 NGC).

19 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RAMPART that the  
20 Complaint, NGC Case No. 15-07, filed against RAMPART in the above-entitled case shall be  
21 settled on the following terms and conditions:

22 1. RAMPART admits each and every allegation set forth the Complaint, NGC Case  
23 No. 15-07.

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

1           3. To assist the Commission in the evaluation of the matter encompassed by this  
2 Stipulation for Settlement, RAMPART offers the following:

3           a. The patron in question was a long-time customer of the casino who was  
4 known by the casino's employees. The customer typically drinks alcoholic beverages while  
5 playing at the casino.

6           b. The patron's play on the day in question was within the normal boundaries  
7 and parameters of his play.

8           c. Throughout the day in question the patron played at the same table as his  
9 father, another well-known regular customer. The patron's mother was also present in the  
10 casino and she made intermittent visits with her husband and her son (the patron in question).  
11 The father did not consume any alcoholic beverages throughout his play, drinking only coffee.  
12 The casino's waitresses brought the father more coffee throughout the day and typically  
13 brought the patron more wine on the same occasions.

14           d. The casino did cut off further service of alcoholic beverages to the player in  
15 question before the incident that led to another casino patron's complaint that the customer  
16 appeared to be intoxicated.

17           e. No complaint was ever made by the player in question or by his parents to  
18 the casino or to gaming authorities.

19           f. Subsequent to being notified by the BOARD of concerns and a possible  
20 complaint as a result of the incidents on the day in question, casino management undertook a  
21 review of the events in question and appropriate steps to avoid any future occurrences in the  
22 future. The following measures have been taken:

- 23           i. Review and revision of the relevant Responsible Gaming Policies;
- 24           ii. All cocktail servers, bartenders and table game supervisors have  
25 completed training on the revised policies;
- 26           iii. Annual training for employees in Table Games, Slots, Cage, Casino  
27 Marketing (Players Club and Casino Hosts), Security and Beverage departments now  
28 includes training in the revised Responsible Gaming Policies;

1                   iv. Responsible Gaming Policies training is now included in New Hire  
2 Orientation for both Rampart Casino and J.W. Marriott employees;

3                   v. The casino's general manager has emphasized to the Techniques of  
4 Alcohol Management (TAM) coordination trainer about the importance of emphasizing  
5 Responsible Gaming in all training programs;

6                   vi. The casino's general manager personally addressed and emphasized  
7 the importance of Responsible Gaming awareness in the casino's Annual Employee  
8 Meetings.

9                   g. There have not been any similar incidents since the incidents on the day  
10 noted in the Complaint.

11                4. RAMPART agrees to pay a fine in the total amount of TWENTY-FIVE THOUSAND  
12 DOLLARS (\$25,000) made payable to the *Nevada Gaming Commission* via electronic fund  
13 transfer on the date this stipulated settlement agreement is accepted by the Commission in  
14 full settlement and satisfaction of the allegations set forth in the Complaint, NGC Case  
15 No. 15-07. Pursuant to NRS 17.130, interest shall accrue at FIVE and 1/2 PERCENT (5.5%)  
16 per annum on any unpaid balance computed from the date payment is due until payment is  
17 made in full.

18               5. In consideration for the execution of this settlement agreement, RAMPART, for  
19 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
20 forever discharges the State of Nevada, the Commission, the BOARD, the Nevada Attorney  
21 General and each of their members, agents, and employees in their individual and  
22 representative capacities, from any and all manner of actions, causes of action, suits, debts,  
23 judgments, executions, claims, and demands whatsoever known or unknown, in law and  
24 equity, that RAMPART ever had, now has, may have, or claims to have against any and all of  
25 the persons or entities named in this paragraph arising out of, or by reason of, the  
26 investigation of the allegations in the Complaint, this disciplinary action, NGC Case No. 15-07,  
27 or any other matter relating thereto.

28       ....

1           6. In consideration for the execution of this settlement agreement, RAMPART hereby  
2 indemnifies and holds harmless the State of Nevada, the Commission, the BOARD, the  
3 Nevada Attorney General, and each of their members, agents, and employees in their  
4 individual and representative capacities against any and all claims, suits and actions, brought  
5 against the persons named in this paragraph by reason of the investigation of the allegations  
6 in the Complaint, filed in this disciplinary action, NGC Case No. 15-07, and all other matters  
7 relating thereto, and against any and all expenses, damages, charges and costs, including  
8 court costs and attorney fees, which may be sustained by the persons and entities named in  
9 this paragraph as a result of said claims, suits and actions.

10           7. RAMPART enters into this Stipulation for Settlement freely and voluntarily, and  
11 with the assistance of legal counsel. RAMPART acknowledges that this stipulated settlement  
12 is not the product of force, threats, or any other form of coercion or duress, but is the product  
13 of discussions between legal counsel for RAMPART and the attorney for the BOARD.

14           8. RAMPART affirmatively represents that if RAMPART, this Stipulation for  
15 Settlement, and/or any amounts distributed under this stipulation for settlement are subject to,  
16 or will become subject to, the jurisdiction of any bankruptcy court, the bankruptcy court's  
17 approval is not necessary for this Stipulation for Settlement to become effective, or that the  
18 bankruptcy court has already approved this Stipulation for Settlement.

19           9. RAMPART and the BOARD acknowledge that this settlement is made to avoid  
20 litigation and economize resources. The parties agree and understand that this Stipulation for  
21 Settlement is intended to operate as full and final settlement of the Complaint filed against  
22 RAMPART in the above-entitled disciplinary case, NGC Case No. 15-07.

23           10. RAMPART and the BOARD recognize and agree that the Commission has the sole  
24 and absolute discretion to determine whether to accept this stipulated settlement agreement.  
25 RAMPART and the BOARD hereby waive any right they may have to challenge the  
26 impartiality of the Commission to hear the above-entitled case on the matters embraced in the  
27 Complaint if the Commission determines not to accept this stipulated settlement agreement. If  
28 the Commission does not accept the Stipulation for Settlement, it shall be withdrawn as null

1 and void and RAMPART's admissions, if any, that certain violations of the Nevada Gaming  
2 Control Act and the Regulations of the Commission occurred shall be withdrawn.

3 11. RAMPART and the BOARD agree and understand that this settlement agreement  
4 is intended to operate as full and final settlement of the Complaint filed in NGC Case  
5 No. 15-07. The parties further agree and understand that any oral representations are  
6 superseded by this settlement agreement and that only those terms memorialized in writing  
7 herein shall be effective.

8 12. RAMPART agrees and understands that although this Stipulation for Settlement, if  
9 approved by the Commission, will settle the Complaint filed in NGC Case No. 15-07 that the  
10 allegations contained in the Complaint filed in NGC Case No. 15-07 and the terms of this  
11 settlement agreement may be considered by the BOARD and/or the Commission, with  
12 regards to any and all applications by RAMPART that are currently pending before the  
13 BOARD or the Commission, or that are filed in the future with the BOARD.

14 13. RAMPART and the BOARD shall each bear their own costs incurred in this  
15 disciplinary action, NGC Case No. 15-07.

16 14. RAMPART fully understands and voluntarily waives the 21-day and the 5-day  
17 notice requirements found under NRS 241.033 and 241.034, including the content  
18 requirements of such notices, in relation to any hearing before the Commission on this  
19 settlement agreement that may be held.

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

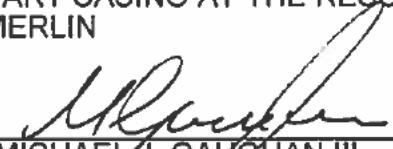
3 DATED this 14<sup>th</sup> day of April 2016.

DATED this 20<sup>th</sup> day of April 2016.

4 HOTSPUR CASINOS NEVADA, INC. dba  
5 RAMPART CASINO AT THE RESORT AT  
6 SUMMERLIN

NEVADA GAMING CONTROL BOARD

7 By:

  
MICHAEL J. GAUGHAN III  
General Manager

  
A.G. BURNETT, Chairman

  
SHAWN R. REID, Member

9 BALLARD SPAHR LLP

10 By:

  
WILLIAM P. CURRAN, ESQ.  
100 City Parkway, Suite 1750  
Las Vegas, Nevada 89106

  
TERRY JOHNSON, Member

13 Attorney for Respondent

14 Submitted by:

15 ADAM PAUL LAXALT  
16 Attorney General

17 By:

  
EDWARD L. MAGAW  
Deputy Attorney General  
Gaming Division

19 Attorneys for Nevada Gaming Control Board

21 ORDER

22 IT IS SO ORDERED in NGC Case No. 15-07.

23 DATED this 21<sup>st</sup> day of April 2016.

24 NEVADA GAMING COMMISSION

  
25 TONY ALAMO, M.D., Chairman  
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