

1 NGC 16-01

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD,

7

Complainant,

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vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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SILVERADO RANCH RESTAURANTS,
LLC, dba

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DOC HOLLIDAY'S;
BREWERY RESTAURANTS, LLC, dba

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4 PLAY;
THOMAS JAMES BRLETIC,

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Respondents.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD

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(BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 16-01, against

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the above-captioned RESPONDENTS alleging certain violations of the Nevada Gaming

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Control Act and Regulations of the Nevada Gaming Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS

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that the Complaint, NGC Case No. 16-01, filed against RESPONDENTS in the above-entitled

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case shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC

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Case No. 16-01.

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2. RESPONDENTS fully understand and voluntarily waive the right to a public hearing

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on the charges and allegations set forth in the Complaint, the right to present and cross-

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examine witnesses, the right to a written decision on the merits of the Complaint, which must

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contain findings of fact and a determination of the issues presented, and the right to obtain

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judicial review of the Nevada Gaming Commission's decision.

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

1 3. RESPONDENTS agree to pay a fine in the amount of SIX THOUSAND DOLLARS
2 and NO CENTS (\$6,000.00) made payable to the *State of Nevada-Nevada Gaming*
3 *Commission* on the date this stipulated settlement agreement is accepted by the Nevada
4 Gaming Commission. Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid
5 balance computed from the date payment is due until payment is made in full.

6 4. The BOARD and the Nevada Gaming Commission, if it approves this stipulated
7 settlement agreement, approve the State Controller accepting ONE THOUSAND DOLLARS
8 and NO CENTS (\$1,000.00) as full satisfaction of the debt owed by Respondent SILVERADO
9 RANCH RESTAURANTS, LLC, dba DOC HOLLIDAY'S (DOC HOLLIDAY'S) for exposing its
10 slot machines for play on July 1, 2015. DOC HOLLIDAY'S shall deposit this amount with the
11 State Controller and provide the BOARD verification such amount is on deposit with the State
12 Controller prior to the date this stipulated settlement agreement is considered by the Nevada
13 Gaming Commission. The amount described in this paragraph is in addition to the fine
14 described in paragraph 3 of this stipulated settlement agreement. This paragraph does not
15 abrogate any discretion granted to the State Controller by NRS 353C.133 or other law in
16 determining whether or not to accept the amount described in this paragraph in full
17 satisfaction of the debt owed.

18 5. In consideration for the execution of this settlement agreement, RESPONDENTS,
19 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
20 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the
21 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
22 agents, and employees in their individual and representative capacities, from any and all
23 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
24 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
25 now has, may have, or claim to have against any and all of the persons or entities named in
26 this paragraph arising out of, or by reason of, the investigation of the allegations in the
27 Complaint and this disciplinary action, NGC Case No. 16-01, or any other matter relating
28 thereto.

1 6. In consideration for the execution of this settlement agreement, RESPONDENTS
2 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
3 the Nevada Gaming Control Board, the Nevada Attorney General, and each of their members,
4 agents, and employees in their individual and representative capacities against any and all
5 claims, suits and actions, brought against the persons named in this paragraph by reason of
6 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
7 No. 16-01, and all other matters relating thereto, and against any and all expenses, damages,
8 charges and costs, including court costs and attorney fees, which may be sustained by the
9 persons and entities named in this paragraph as a result of said claims, suits and actions.

10 7. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
11 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
12 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
13 stipulated settlement is not the product of force, threats, or any other form of coercion or
14 duress, but is the product of discussions between RESPONDENTS and the attorney for the
15 BOARD.

16 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
17 avoid litigation and economize resources. The parties agree and understand that this
18 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
19 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 16-01.

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

3 10. RESPONDENTS and the BOARD agree and understand that this settlement
4 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
5 Case No. 16-01. 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 11. RESPONDENTS agree and understand that although this settlement, if approved
9 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 16-01,
10 that the allegations contained in the Complaint file in NGC Case No. 16-01 and the terms of
11 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
12 Commission, with regards to any and all applications by RESPONDENT that are currently
13 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
14 with the BOARD.

15 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
16 disciplinary action, NGC Case No. 16-01.

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

3 DATED this 11th day of August, 2016.

4 SILVERADO RANCH RESTAURANTS,
5 LLC, dba DOC HOLLIDAY'S;
6 BREWERY RESTAURANTS, LLC, dba
7 4 PLAY;
8 THOMAS JAMES BRLETIC

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10 THOMAS JAMES BRLETIC
11 Manager, Doc Holliday's
12 Manager, 4 Play

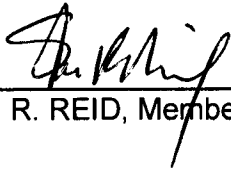
13 KAEMPFER CROWELL

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15 PETER C. BERNHARD
16 Attorney for Respondents

NEVADA GAMING CONTROL BOARD

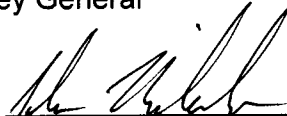
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18 A.G. BURNETT, Chairman

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20 SHAWN R. REID, Member

21 TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT
Attorney General


22 By: 
23 JOHN S. MICHELA
24 Senior Deputy Attorney General
25 Gaming Division
26 Attorneys for Nevada Gaming Control Board

27 **ORDER**

28 IT IS SO ORDERED in NGC Case No. 16-01.

DATED this 11th day of August, 2016.

NEVADA GAMING COMMISSION


TONY ALAMO, M.D., Chairman

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

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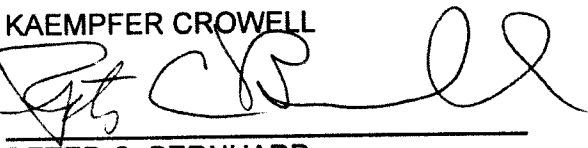
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DATED this 11th day of August, 2016.

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BREWERY RESTAURANTS, LLC, dba
4 PLAY;
THOMAS JAMES BRLETIC



THOMAS JAMES BRLETIC
Manager, Doc Holliday's
Manager, 4 Play

KAEMPFER CROWELL


PETER C. BERNHARD
Attorney for Respondents

NEVADA GAMING CONTROL BOARD

A.G. BURNETT, Chairman

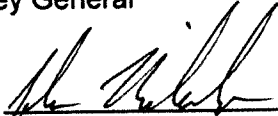
SHAWN R. REID, Member



TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT
Attorney General

By: 
JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for Nevada Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 16-01.

DATED this _____ day of _____, 2016.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman