

1 NGC 16-03

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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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REBEL OIL COMPANY, INCORPORATED,
dba REBEL #39; REBEL #40; REBEL #42;
REBEL #43; REBEL #44; REBEL #46;
REBEL #47; REBEL #48; REBEL #52;
REBEL #53; REBEL #56; and REBEL
TRUCK STOP CAFÉ #8.

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Respondents.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed and served a Complaint in NGC Case No. 16-03, against REBEL OIL COMPANY, INCORPORATED (REBEL OIL), dba REBEL #39, REBEL #40, REBEL #42, REBEL #43, REBEL #44, REBEL #46, REBEL #47, REBEL #48, REBEL #52, REBEL #53, REBEL #56, and REBEL TRUCK STOP CAFÉ #8, RESPONDENTS herein, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission (Commission or NGC).

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS that the Complaint, NGC Case No. 16-03, filed against RESPONDENTS in the above-entitled 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 Case No. 16-03.

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2. RESPONDENTS fully understand and voluntarily waive 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

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Las Vegas, Nevada 89101

1 must contain findings of fact and a determination of the issues presented, and the right to
2 obtain judicial review of the Nevada Gaming Commission's decision.

3 3. RESPONDENTS agree to pay a fine in the amount of ONE HUNDRED FIFTY
4 THOUSAND DOLLARS (\$150,000) in full settlement and satisfaction of the allegations set
5 forth in the Complaint, NGC Case No. 16-03. RESPONDENTS agree to pay the above
6 amounts via electronic transfer to the *State of Nevada-Nevada Gaming Commission* on or
7 before the date this Stipulation for Settlement and Order is accepted by the Nevada Gaming
8 Commission. Interest on those amounts shall accrue pursuant to NRS 17.130 on any unpaid
9 balance computed from the date the payment is due until the payment is made in full.

10 4. In consideration for the execution of this settlement agreement, RESPONDENTS,
11 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
12 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the
13 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
14 agents, and employees in their individual and representative capacities, from any and all
15 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
16 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
17 now have, may have, or claim to have against any and all of the persons or entities named in
18 this paragraph arising out of, or by reason of, the investigation of the allegations in the
19 Complaint, this disciplinary action, NGC Case No. 16-03, or any other matter relating thereto.

20 5. In consideration for the execution of this settlement agreement, RESPONDENTS
21 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
22 the Nevada Gaming Control Board, the Nevada Attorney General, and each of their members,
23 agents, and employees in their individual and representative capacities against any and all
24 claims, suits and actions, brought against the persons named in this paragraph by reason of
25 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
26 No. 16-03, and all other matters relating thereto, and against any and all expenses, damages,
27 charges and costs, including court costs and attorney fees, which may be sustained by the
28 persons and entities named in this paragraph as a result of said claims, suits and actions.

1 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily,
2 and with the assistance of legal counsel. RESPONDENTS acknowledge that this stipulated
3 settlement is not the product of force, threats, or any other form of coercion or duress, but is
4 the product of discussions between legal counsel for RESPONDENTS and the attorney for the
5 BOARD.

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

12 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
13 avoid litigation and economize resources. The parties agree and understand that this
14 Stipulation for Settlement and Order is intended to operate as full and final settlement of the
15 Complaint filed against RESPONDENTS in the above-entitled disciplinary case,
16 NGC Case No. 16-03.

17 9. RESPONDENTS 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. RESPONDENTS and the BOARD hereby waive any right
20 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
21 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
22 Commission determines not to accept this Stipulated Settlement Agreement. If the Nevada
23 Gaming Commission does not accept the Stipulation for Settlement and Order, it shall be
24 withdrawn as null and void and RESPONDENTS' admissions, if any, that certain violations of
25 the Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
26 occurred shall be withdrawn.

27 10. RESPONDENTS 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. 16-03. 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 11. RESPONDENTS agree and understand that although this settlement, if approved
5 by the Nevada Gaming Commission, will settle the Complaint filed in
6 NGC Case No. 16-03, the allegations contained in the Complaint filed in
7 NGC Case No. 16-03 and the terms of this settlement agreement may be considered by the
8 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications by
9 RESPONDENTS that are currently pending before the BOARD or the Nevada Gaming
10 Commission, or that are filed in the future with the BOARD.

11 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
12 disciplinary action, NGC Case No. 16-03, with the exception of those costs addressed in
13 paragraph 7 above.

14 13. RESPONDENTS fully understand and voluntarily waive the 21-day and the 5-day
15 notice requirements found under NRS 241.033 and 241.034, including the content
16 requirements of such notices, in relation to any hearing before the Nevada Gaming
17 Commission on this settlement agreement that may be held.

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

3 DATED this 19th day of August 2016.

DATED this 23rd day of August 2016.

4 REBEL OIL COMPANY, INCORPORATED,
5 dba REBEL #39; REBEL #40; REBEL #42;
6 REBEL #43; REBEL #44; REBEL #46;
7 REBEL #47; REBEL #48; REBEL #52;
8 REBEL #53; REBEL #56; and REBEL
9 TRUCK STOP CAFÉ #8.

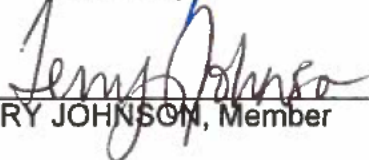
NEVADA GAMING CONTROL BOARD

10 By: 
11 PATRICK CASON
12 Executive Vice President


A.G. BURNETT, Chairman


SHAWN R. REID, Member

13 BROWNSTEIN HYATT FARBEN SHRECK



TERRY JOHNSON, Member

14 By: 
15 DENNIS C. GUTWALD, ESQ.
16 100 North City Parkway, Suite 1600
17 Las Vegas, Nevada 89106-4614

18 Attorney for Respondents

19 Submitted by:

20 ADAM PAUL LAXALT
21 Attorney General

22 By: 
23 EDWARD L. MAGAW
24 Deputy Attorney General
25 Gaming Division

26 Attorneys for Nevada Gaming Control Board

27 ORDER

28 IT IS SO ORDERED in NGC Case No. 16-03.

DATED this 25th day of August 2016.

NEVADA GAMING COMMISSION


TONY ALAMO, M.D., Chairman