

JUL 05 2009

NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

1 NGC 08-15

2 STATE OF NEVADA

3 BEFORE THE NEVADA GAMING COMMISSION

4 STATE GAMING CONTROL BOARD,)
5 Complainant,)
6 vs.)
7 CONVENIENCE MART OF NEVADA, INC.,)
8 dba ST. TROPEZ CONVENIENCE MART;)
9 CONVENIENCE MART OF NEVADA, INC.,)
10 dba ST. TROPEZ LIQUOR STORE;)
11 RICHARD CARL RITZO; JOELLEN)
12 DARLING RITZO; KIMBERLY ANN)
13 ANTONACCI; BERNICE E. ANTONACCI)
14 TRUST; BERNICE ELIZABETH)
15 ANTONACCI,)
16 Respondents.)

STIPULATION FOR SETTLEMENT AND ORDER

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

17 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
18 Complainant herein, filed and served a Complaint, NGC Case No. 08-15, against the above-
19 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
20 Regulations of the Nevada Gaming Commission.

21 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
22 that the Complaint, NGC Case No. 08-15, filed against RESPONDENTS in the above-entitled
23 case shall be settled on the following terms and conditions:

24 1. RESPONDENTS admit each and every allegation set forth in the Complaint,
25 NGC Case No. 08-15.

26 2. RESPONDENTS fully understand and voluntarily waive the right to a public
27 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. RESPONDENTS agree to pay TEN THOUSAND DOLLARS and NO CENTS
2 (\$10,000.00) electronically transferred to the *State of Nevada-Nevada Gaming Commission*
3 on or before the date this stipulated settlement agreement is accepted by the Nevada Gaming
4 Commission. Said payment shall be made by a method of electronic payment approved by
5 the Tax and License Division of the Board pursuant to NRS 353.1467. The TEN THOUSAND
6 DOLLARS and NO CENTS (\$10,000.00) payment represents a fine in the amount of SEVEN
7 THOUSAND FIVE HUNDRED DOLLARS and NO CENTS (\$7,500.00) and reimbursement of
8 the BOARD'S investigative costs in the amount of TWO THOUSAND FIVE HUNDRED
9 DOLLARS and NO CENTS (\$2,500.00). Interest on the payment shall accrue pursuant to
10 NRS 17.130 on any unpaid balance computed from the date payment is due until payment is
11 made in full.

12 4. In the course of negotiating this stipulated settlement, RESPONDENTS self-
13 reported several other violations that are related to the violations contained in the complaint
14 for this matter to the BOARD. RESPONDENTS and the BOARD agree that these violations,
15 as set out below, shall be made a part of this settlement agreement, and the BOARD agrees
16 not to take further disciplinary action on these violations.

17 a. Unsigned minutes from September 15, 2000, reflect Respondent
18 JOELLEN DARLING RITZO was a director of Respondent CONVENIENCE MART OF
19 NEVADA. The Waiver of Minutes from December 20, 2001, reflects Respondents
20 RICHARD CARL RITZO and KIMBERLY ANN ANTONACCI were directors of
21 Respondent CONVENIENCE MART OF NEVADA. Minutes from January 6, 2006,
22 reflect the election of Respondent JOELLEN DARLING RITZO as Secretary of
23 Respondent CONVENIENCE MART OF NEVADA. None of the required applications
24 were filed with the BOARD for the above positions.

25 b. In or around February of 2003, one Peter DeSantis signed a
26 participation agreement with E-T-T, Inc. as President of Respondent CONVENIENCE
27 MART OF NEVADA. Mr. DeSantis has never applied for licensure in any gaming

1 capacity with Respondent CONVENIENCE MART OF NEVADA. Respondent
2 KIMBERLY ANN ANTONACCI also signed this agreement.

3 5. RESPONDENTS affirmatively represent that they have filed and completed all
4 required gaming applications with the BOARD, and that they have paid all necessary
5 application fees associated with the gaming applications.

6 6. In consideration for the execution of this settlement agreement,
7 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and
8 assigns, hereby releases and forever discharges the State of Nevada, the Nevada Gaming
9 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of
10 their members, agents, and employees in their individual and representative capacities, from
11 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims,
12 and demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever
13 had, now have, may have, or claim to have against any and all of the persons or entities
14 named in this paragraph arising out of, or by reason of, the investigation of the allegations in
15 the Complaint and this disciplinary action, NGC Case No. 08-15, or any other matter relating
16 thereto.

17 7. In consideration for the execution of this settlement agreement,
18 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the Nevada
19 Gaming Commission, the State Gaming Control Board, the Nevada Attorney General, and
20 each of their members, agents, and employees in their individual and representative
21 capacities against any and all claims, suits and actions, brought against the persons named in
22 this paragraph by reason of the investigation of the allegations in the Complaint, filed in this
23 disciplinary action, NGC Case No. 08-15, and all other matters relating thereto, and against
24 any and all expenses, damages, charges and costs, including court costs and attorney fees,
25 which may be sustained by the persons and entities named in this paragraph as a result of
26 said claims, suits and actions.

27

1 8. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily
2 and acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
3 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
4 stipulated settlement is not the product of force, threats, or any other form of coercion or
5 duress, but is the product of discussions between RESPONDENTS and the attorney for the
6 BOARD.

7 9. RESPONDENTS and the BOARD acknowledge that this settlement is made to
8 avoid litigation and economize resources. The parties agree and understand that this
9 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
10 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 08-15.

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

21 11. RESPONDENTS and the BOARD agree and understand that this settlement
22 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
23 Case No. 08-15. The parties further agree and understand that any oral representations are
24 superseded by this settlement agreement and that only those terms memorialized in writing
25 herein shall be effective.

26 12. RESPONDENTS agree and understand that although this settlement, if
27 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.

1 08-15, that the allegations contained in the Complaint file in NGC Case No. 08-15 and the
2 terms of this settlement agreement may be considered by the BOARD and/or the Nevada
3 Gaming Commission, with regards to any and all applications by RESPONDENTS that are
4 currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in
5 the future with the BOARD.

6 13. RESPONDENTS and the BOARD shall each bear their own costs incurred in
7 this disciplinary action, NGC Case No. 08-15.

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

DATED this 6th day of July, 2009.

CONVENIENCE MART OF NEVADA, INC.

[Signature]
RICHARD CARL RITZO
President

COHEN, JOHNSON & DAY

[Signature]
STEVEN B. COHEN, ESQ.
Attorney for Convenience Mart of Nevada, Inc.

INDIVIDUAL RESPONDENTS REPRESENTED BY BARRY L. LIEBERMAN, ESQ.

[Signature]
RICHARD CARL RITZO

[Signature]
JOELLEN DARLING RITZO

[Signature]
BERNICE ELIZABETH ANTONACCI

BERNICE E. ANTONACCI TRUST

[Signature]
BERNICE ELIZABETH ANTONACCI, Trustee ^{TRUSTEE}

KIMBERLY ANN ANTONACCI
IN PROPER PERSON

[Signature]
KIMBERLY ANN ANTONACCI

STATE GAMING CONTROL BOARD

[Signature]
DENNIS K. NEILANDER, Chairman

[Signature]
RANDALL E. SAYRE, Member

[Signature]
MARK A. LIPPARELLI, Member

BARRY L. LIEBERMAN, ESQ.

[Signature]
BARRY L. LIEBERMAN

Attorney for Richard Carl Ritzo, Joellen Darling Ritzo, Bernice Elizabeth Antonacci, and the Bernice E. Antonacci Trust

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

By:

[Signature]
JOHN S. MICHELA
Deputy Attorney General
Gaming Division

Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 08-15.

DATED this 23 day of July, 2009.

NEVADA GAMING COMMISSION

[Signature]
PETER C. BERNHARD, Chairman