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NGC 09-01

STATE OF NEVADA

BEFORE THE NEVADA GAMING COMMISSION

STATE GAMING CONTROL BOARD,

Complainant,

vs.

HARRAH'S LAS VEGAS, INC.,
dba HARRAH'S CASINO HOTEL LAS VEGAS,

Respondent.

STIPULATION FOR SETTLEMENT
AND ORDER

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

The State of Nevada, on relation of its GAMING CONTROL BOARD (BOARD), Complainant herein, filed and served a Complaint in NGC Case No. 09-01, against HARRAH'S LAS VEGAS, INC., dba HARRAH'S CASINO HOTEL LAS VEGAS (hereinafter referred to as RESPONDENT), alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 09-01, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation of fact set forth in the Complaint, NGC Case No. 09-01, and will not contest any conclusion set forth therein.
2. RESPONDENT fully understands and voluntarily waives the right to a public hearing on the charges and allegations set forth in the Complaint, NGC Case No. 09-01, 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. To address the one-time, isolated incident identified in the Complaint, NGC
2 Case No. 09-01, RESPONDENT has provided additional guidance and training to its sports
3 book supervisors and staff, affirming RESPONDENT'S policy regarding the acceptance of
4 wagers presented by patrons seeking to place a wager on an overnight line, regardless of
5 their player status, but subject to the minimum and maximum betting limits established by
6 RESPONDENT and other limitations and rights set forth in Nevada Gaming Control Act and
7 Regulations of the Nevada Gaming Commission. In addition, RESPONDENT has made
8 overnight line scratch sheets available to patrons in its sports book area, and, when possible,
9 will post available overnight lines on electronic screens in its sports book area.

10 4. RESPONDENT agrees to pay to the State of Nevada-Nevada Gaming
11 Commission in full settlement and satisfaction of the allegations set forth in the Complaint,
12 NGC Case No. 09-01, the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) as a fine
13 and the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) as the agreed upon
14 reimbursement of costs incurred by the BOARD in connection with the investigation and
15 prosecution of the Complaint, NGC Case No. 09-01. Interest shall accrue at 5.25 percent per
16 annum on any unpaid balance computed from the date payment is due until payment is made
17 in full.

18 5. In consideration for the execution of this stipulated settlement agreement,
19 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
20 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
21 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of
22 their members, agents, and employees in their individual and representative capacities, from
23 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims,
24 and demands whatsoever known or unknown, in law and equity, that RESPONDENT ever
25 had, now has, may have, or claims to have against any and all of the persons or entities
26 named in this paragraph arising out of, or by reason of, the investigation of the allegations in
27 the Complaint, this disciplinary action, NGC Case No. 09-01, or any other matter relating
28 thereto.

1 6. In consideration for the execution of this stipulated settlement agreement,
2 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada
3 Gaming Commission, the State Gaming Control Board, the Nevada Attorney General, and
4 each of their members, agents, and employees in their individual and representative
5 capacities against any and all claims, suits and actions, brought against the persons named in
6 this paragraph by reason of the investigation of the allegations in the Complaint, filed in this
7 disciplinary action, NGC Case No. 09-01, and all other matters relating thereto, and against
8 any and all expenses, damages, charges and costs, including court costs and attorney fees,
9 which may be sustained by the persons and entities named in this paragraph as a result of
10 said claims, suits and actions.

11 7. RESPONDENT enters into this stipulated settlement agreement freely and
12 voluntarily, and with the assistance of legal counsel. RESPONDENT acknowledges 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 legal counsel for RESPONDENT and the
15 attorney for the BOARD.

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

21 9. RESPONDENT and the BOARD acknowledge that this settlement is made to
22 avoid litigation and economize resources. The parties agree and understand that this
23 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
24 filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No. 09-01.

25 10. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming
26 Commission has the sole and absolute discretion to determine whether to accept this
27 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right
28 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the

1 above-entitled case on the matters embraced in the Complaint, NGC Case No. 09-01, if the
2 Nevada Gaming Commission determines not to accept this stipulated settlement agreement.
3 If the Nevada Gaming Commission does not accept the Stipulation for Settlement, it shall be
4 withdrawn as null and void and RESPONDENT's admissions, if any, that certain violations of
5 the Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
6 occurred shall be withdrawn.

7 11. RESPONDENT and the BOARD agree and understand that this stipulated
8 settlement agreement is intended to operate as full and final settlement of the Complaint filed
9 in NGC Case No. 09-01. The parties further agree and understand that any oral
10 representations are superseded by this stipulated settlement agreement and that only those
11 terms memorialized in writing herein shall be effective.

12 12. RESPONDENT agrees and understand that although this settlement, if
13 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.
14 09-01 that the allegations contained in the Complaint filed in NGC Case No. 09-01 and the
15 terms of this stipulated settlement agreement may be considered by the BOARD and/or the
16 Nevada Gaming Commission, with regards to any and all applications by RESPONDENT that
17 are currently pending before the BOARD or the Nevada Gaming Commission, or that are filed
18 in the future with the BOARD.

19 13. Except as provided for in paragraph 4, RESPONDENT and the BOARD shall
20 each bear their own costs incurred in this disciplinary action, NGC Case No. 09-01.

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Gaming Division
555 E. Washington Ave., Ste. 3900
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14. This stipulated settlement agreement shall become effective immediately upon approval by the Nevada Gaming Commission.

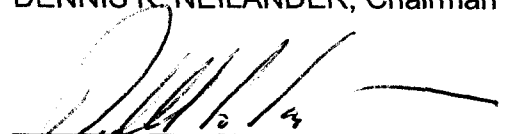
DATED this 7th day of January 2010
HARRAH'S LAS VEGAS, INC., dba
HARRAH'S CASINO HOTEL LAS VEGAS

DATED this 8th day of January 2010
STATE GAMING CONTROL BOARD


By: 
THOMAS M. JENKIN
President


DENNIS K. NEILANDER, Chairman

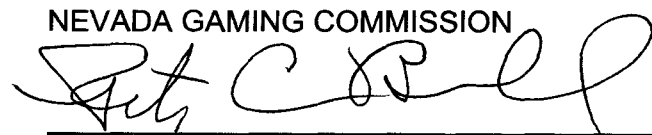
By: 
DENNIS GALLAGHER, Esq.
Vice President


RANDALL E. SAYRE, Member


MARK A. LIPPARELLI, Member

Submitted by:
CATHERINE CORTEZ MASTO
Attorney General
By: 
EDWARD L. MAGAW
Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER
IT IS SO ORDERED in NGC Case No. 09-01.
DATED this 21 day of January 2010.

NEVADA GAMING COMMISSION

PETER C. BERNHARD, Chairman