



1 NGC 09-14

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

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STATE GAMING CONTROL BOARD,

7

Complainant,

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vs.

**SECOND REVISED STIPULATION FOR
SETTLEMENT AND ORDER**

9

JUSTIN SETH MOSCOVE,

10

Respondent.

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint, NGC Case No. 09-14 against the above-captioned RESPONDENT, JUSTIN SETH MOSCOVE, (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. 09-14, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 09-14.

2. RESPONDENT fully understands and voluntarily waives 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 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.

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

1 3. RESPONDENT agrees to the following in full settlement and satisfaction of the
2 allegations set forth in the Complaint, NGC Case No. 09-14:

3 a. RESPONDENT'S license as a member of FT Pub II, LLC is revoked.

4 b. The revocation of RESPONDENT'S license as a member of FT Pub II, LLC,
5 and all disabilities and limitations resulting there from, are stayed on the
6 following conditions:

7 i. RESPONDENT shall comply with and successfully complete the terms
8 of his probation in Criminal Case: State v. Moscove, in the Second
9 Judicial District Court of the State of Nevada, Case No. CR09-1021
10 (hereinafter "Case No. CR09-1021"). If the BOARD chairman makes a
11 determination, in his sole and absolute discretion, that
12 RESPONDENT'S probation in Criminal Case No. CR09-1021 is
13 revoked, the stay of the revocation of RESPONDENT'S gaming license
14 shall be automatically lifted and RESPONDENT'S gaming license shall
15 immediately be revoked without further process. Such revocation shall
16 be effective regardless of any rights exercised by RESPONDENT in
17 Case No. CR09-1021 to challenge, stay or appeal his probation
18 revocation.

19 ii. Notwithstanding any other provision of this Stipulation for Settlement,
20 RESPONDENT shall make minimum monthly restitution payments to
21 Jens Morrison in the amount of \$500.00 until the restitution, in the
22 amount of \$276,106.25 as ordered in Case No. CR09-1021, is paid in
23 full, or is otherwise satisfied as agreed to between RESPONDENT and
24 Jens Morrison. If the BOARD chairman, in his sole and absolute
25 discretion, determines that RESPONDENT failed to make a minimum
26 monthly payment to Jens Morrison as specified herein, the stay of the
27 revocation of RESPONDENT'S gaming license shall be automatically
28 lifted and RESPONDENT'S gaming license shall immediately be

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revoked without further process. Upon a written request by RESPONDENT and good cause shown, the BOARD chairman may, in his sole and absolute discretion, modify the minimum monthly restitution payment RESPONDENT must pay to Jens Morrison and for such period of time the BOARD chairman deems appropriate.

iii. Notwithstanding any other provision of this Stipulation for Settlement, RESPONDENT shall not consume alcohol or controlled substances, unless prescribed by a licensed medical professional, and shall submit himself to random urine, blood and/or breath testing for drugs or alcohol at the direction of the BOARD or its agent. If the BOARD chairman, in his sole and absolute discretion, determines that RESPONDENT has consumed alcohol or controlled substances, without a prescription, the stay of the revocation of RESPONDENT'S gaming license shall be automatically lifted and RESPONDENT'S gaming license shall immediately be revoked without further process. RESPONDENT shall be solely responsible for all costs of such urine, blood and/or breath testing.

iv. Upon a determination by the Nevada Gaming Commission, at a meeting of the Nevada Gaming Commission that occurs no sooner than two (2) years following the date this Stipulation for Settlement is approved, that:

- (1) RESPONDENT is discharged from probation in Case No. CR09-1021;
- (2) RESPONDENT paid in full, or otherwise satisfied as agreed to between RESPONDENT and Jens Morrison, the restitution amount ordered in Case No. CR09-1021; and
- (3) RESPONDENT has remained free from consuming alcohol or controlled substances;

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the revocation of RESPONDENT'S gaming license shall be vacated. If the revocation of RESPONDENT'S gaming license is vacated, it shall result in, and be construed as, no revocation of RESPONDENT'S gaming license as having ever occurred.

v. A status hearing shall be held by the Nevada Gaming Commission at its regularly scheduled October 2012 meeting. At such status hearing, the Nevada Gaming Commission may review RESPONDENT'S compliance with the terms of this Stipulation for Settlement including, but not limited to, the following:

- (1) The status of Criminal Case No. CR09-1021;
- (2) The status of any civil litigation arising out of the allegations contained in the Complaint in NGC Case No. 09-14;
- (3) The status of any restitution made to Jens Morrison; and
- (4) Any additional criminal proceedings pertaining to RESPONDENT.

vi. At the status hearing held pursuant to paragraph 3(b)(v), the Nevada Gaming Commission, in its sole and absolute discretion, may take any action it deems reasonable including, but not limited to, the following:

- (1) Modification of the terms of this Stipulation for Settlement;
- (2) Vacating the revocation of RESPONDENT'S gaming license;
- (3) Lifting the stay of the revocation of RESPONDENT'S gaming license resulting in the immediate revocation of RESPONDENT'S gaming license without further process; or
- (4) Requiring additional status hearings where the Nevada Gaming Commission shall continue to have all power and authority conferred pursuant to this Stipulation for Settlement.

c. Further, RESPONDENT'S license as a member of FT Pub II, LLC is conditioned as follows:

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- i. RESPONDENT shall notify and provide a copy to the BOARD of any modifications, additions, deletions or other changes in the terms and conditions of his probation in Criminal Case No. CR09-1021 within three (3) business days of any such change, including any discharge from his probation or any revocation of his probation.
- ii. RESPONDENT shall certify to the BOARD in writing by the end of each calendar quarter that he is in compliance with the minimum monthly restitution payments to Jens Morrison as required pursuant to this Stipulation for Settlement.
- iii. Upon a request by the BOARD chairman or his designee, RESPONDENT shall provide any additional evidence requested supporting his compliance with the terms of this Stipulation for Settlement.

4. In the event RESPONDENT's gaming license is revoked pursuant to this settlement agreement, RESPONDENT waives and forfeits his right to any hearing, review or defense of the revocation of his gaming license. Further, he shall be deemed unsuitable to hold any interest in FT Pub II, LLC for purposes of the Gaming Control Act including, but not limited to, NRS 463.5733.

5. The Nevada Gaming Commission shall retain sole and absolute jurisdiction over this Stipulation for Settlement and may consider a modification of the terms of this Stipulation for Settlement as requested by RESPONDENT. Any such modification may include, but is not limited to, modifying the terms of the stay of the revocation of RESPONDENT'S gaming license, adding, removing or modifying conditions to RESPONDENT'S gaming license and/or vacating the revocation of RESPONDENT'S gaming license.

6. In consideration for the execution of this settlement agreement, RESPONDENT, for himself, his heirs, executors, administrators, successors, and assigns, hereby releases and forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of their members, agents, and

1 employees in their individual and representative capacities, from any and all manner of
2 actions, causes of action, suits, debts, judgments, executions, claims, and demands
3 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
4 may have, or claim to have against any and all of the persons or entities named in this
5 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
6 and this disciplinary action, NGC Case No. 09-14, or any other matter relating thereto.

7 7. In consideration for the execution of this settlement agreement, RESPONDENT
8 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
9 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of
10 their members, agents, and employees in their individual and representative capacities
11 against any and all claims, suits and actions, brought against the persons named in this
12 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
13 disciplinary action, NGC Case No. 09-14, and all other matters relating thereto, and against
14 any and all expenses, damages, charges and costs, including court costs and attorney fees,
15 which may be sustained by the persons and entities named in this paragraph as a result of
16 said claims, suits and actions.

17 8. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and
18 acknowledges that RESPONDENT had an opportunity to consult with counsel prior to entering
19 into this Stipulation for Settlement. RESPONDENT further acknowledges that this stipulated
20 settlement is not the product of force, threats, or any other form of coercion or duress, but is
21 the product of discussions between RESPONDENT and the attorney for the BOARD.

22 9. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
23 litigation and economize resources. The parties agree and understand that this Stipulation for
24 Settlement is intended to operate as full and final settlement of the Complaint filed against
25 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 09-14.

26 10. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming
27 Commission has the sole and absolute discretion to determine whether to accept this
28 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right

1 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
2 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
3 Commission determines not to accept this stipulated settlement agreement. If the Nevada
4 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as
5 null and void and RESPONDENT's admissions, if any, that certain violations of the Nevada
6 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
7 be withdrawn.

8 11. RESPONDENT and the BOARD agree and understand that this settlement
9 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
10 Case No. 09-14. The parties further agree and understand that any oral representations are
11 superseded by this settlement agreement and that only those terms memorialized in writing
12 herein shall be effective.

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

20 13. RESPONDENT and the BOARD shall each bear their own costs incurred in this
21 disciplinary action, NGC Case No. 09-14.

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

DATED this 5th day of October, 2010.


JUSTIN SETH MOSCOVE, Respondent


ALVIN J. HICKS, Esq.
Attorney for Respondent

Submitted by:
CATHERINE CORTEZ MASTO
Attorney General

By: 
MICHAEL P. SOMPS
Senior Deputy Attorney General
Gaming Division

Attorneys for State Gaming Control Board

STATE GAMING CONTROL BOARD


DENNIS K. NEILANDER, Chairman


RANDALL E. SAYRE, Member


MARK A. LIPPARELLI, Member

ORDER

IT IS SO ORDERED in NGC Case No. 09-14.

DATED this 21 day of October, 2010.

NEVADA GAMING COMMISSION

PETER BERNHARD, Chairman