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NGC 09-13

**STATE OF NEVADA
BEFORE THE NEVADA GAMING COMMISSION**

STATE GAMING CONTROL BOARD,

Complainant,

vs.

BRANDYWINE BOOKMAKING LLC, dbas
LUCKY'S, dbat WHISKEY PETE'S HOTEL &
CASINO – RACE AND SPORTS BOOK, and
dbat PIONEER HOTEL AND GAMBLING HALL
– SPORTS POOL,

Respondents.

**STIPULATION FOR
SETTLEMENT AND ORDER**

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
COMPLAINANT herein, filed and served a Complaint, NGC Case No. 09-13, against
BRANDYWINE BOOKMAKING LLC, dbas LUCKY'S, dbat WHISKEY PETE'S HOTEL &
CASINO – RACE AND SPORTS BOOK, and dbat PIONEER HOTEL AND GAMBLING HALL
– SPORTS POOL, RESPONDENTS herein, 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 RESPONDENTS
that the Complaint, NGC Case No. 09-13, filed against RESPONDENTS in the above-entitled
case shall be settled on the following terms and conditions:

1. RESPONDENTS admit each and every allegation set forth in the Complaint,
NGC Case No. 09-13.

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
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.

3. RESPONDENTS agree to pay to the State of Nevada, in full settlement and
satisfaction of the allegations set forth in the Complaint, NGC Case No. 09-13, the sum of

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

1 TWO THOUSAND FOUR HUNDRED NINETY-SEVEN and 00/100 DOLLARS (\$2,497.00).

2 This payment equals the total amount of profit RESPONDENTS received as a result of the
3 wagers addressed in the Complaint, NGC Case No. 09-13. The foregoing payment will be
4 made payable to the *State of Nevada-Nevada Gaming Commission* and transmitted via an
5 electronic fund transfer initiated on or before the date this stipulated settlement agreement is
6 accepted by the Nevada Gaming Commission. Pursuant to NRS 17.130, interest on the
7 amount owed shall accrue at 5.25 percent per annum on any unpaid balance computed from
8 the date payment is due until payment is made in full.

9 4. The BOARD acknowledges that the violations addressed in the Complaint, NGC
10 Case No. 09-13, appear to have been the result of an oversight by RESPONDENTS, and not
11 an intentional attempt on the part of the RESPONDENTS to disregard or circumvent the
12 licensing requirements found under the Gaming Control Act and Regulations of the Nevada
13 Gaming Commission. The BOARD further acknowledges that the RESPONDENTS held
14 nonrestricted gaming licenses to operate satellite sports pools at the two locations. The
15 BOARD further acknowledges the fact that, once the RESPONDENTS discovered the
16 violations addressed in the Complaint, NGC 09-13, the RESPONDENTS took proper action by
17 immediately reporting the incidents to the BOARD. The BOARD further acknowledges that
18 the RESPONDENTS have since taken remedial action to prevent the recurrence of similar
19 violations in the future. Lastly, the BOARD acknowledges and has considered the fact that
20 the RESPONDENTS have had no prior disciplinary action brought against them by the
21 BOARD.

22 5. In consideration for the execution of this settlement agreement,
23 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and
24 assigns, hereby release and forever discharge the State of Nevada, the Nevada Gaming
25 Commission, the BOARD, the Nevada Attorney General and each of their members, agents,
26 and employees in their individual and representative capacities, from any and all manner of
27 actions, causes of action, suits, debts, judgments, executions, claims, and demands
28 whatsoever known or unknown, in law and equity, that RESPONDENTS ever had, now have,

1 may have, or claim to have against any and all of the persons or entities named in this
2 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
3 and this disciplinary action, NGC Case No. 09-13, or any other matter relating thereto.

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

13 7. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily
14 and with the assistance of legal counsel. RESPONDENTS acknowledge that this stipulated
15 settlement is not the product of force, threats, or any other form of coercion or duress, but is
16 the product of discussions between RESPONDENTS' Attorney and the attorney for the
17 BOARD.

18 8. RESPONDENTS affirmatively represent that if RESPONDENTS, this Stipulation
19 for Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement
20 and Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court,
21 the bankruptcy court's approval is not necessary for this stipulation and order to become
22 effective, or that the bankruptcy court has already approved this Stipulation for Settlement and
23 Order.

24 9. RESPONDENTS and the BOARD acknowledge that this settlement is made to
25 avoid litigation and economize resources. The parties agree and understand that this
26 Stipulation for Settlement and Order is intended to operate as full and final settlement of the
27 Complaint filed against RESPONDENTS in the above-entitled disciplinary action, NGC Case
28 No. 09-13.

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

11 11. RESPONDENTS and the BOARD agree and understand that this settlement
12 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
13 Case No. 09-13. The parties further agree and understand that any oral representations are
14 superseded by this settlement agreement and that only those terms memorialized in writing
15 herein shall be effective.

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

23 13. RESPONDENTS and the BOARD shall each bear their own costs incurred in
24 this disciplinary action, NGC Case No. 09-13.

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

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

3 DATED this 13th day of July, 2010.

4 BRANDYWINE BOOKMAKING LLC

STATE GAMING CONTROL BOARD

5 By: 

6 JOSEPH M. ASHER,
President-Chief Executive Officer


7 DENNIS K. NEILANDER, Chairman

8 HOLLAND & HART, LLP


9 RANDALL E. SAYRE, Member

10 By: 

11 SCOTT SCHERER, ESQ.
777 East William Street, Suite 200
Carson City, Nevada 89701


12 MARK A. LIPPARELLI, Member

13 Attorney for RESPONDENTS

14 Submitted by:

15 CATHERINE CORTEZ MASTO
Attorney General

16 By: 

17 EDWARD L. MAGAW
Deputy Attorney General, Gaming Division

18 Attorneys for STATE GAMING CONTROL BOARD

19 **ORDER**

20 IT IS SO ORDERED in NGC Case No. 09-13.

21 DATED this 19 day of August, 2010.

22 NEVADA GAMING COMMISSION


23 PETER C. BERNHARD, Chairman
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