



1 NGC 10-04

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3  
4 STATE OF NEVADA  
5 BEFORE THE NEVADA GAMING COMMISSION

6 \* \* \*

7 STATE GAMING CONTROL BOARD, )  
8 Complainant, )  
9 vs. )  
10 HALF SHELL, LLC, dba )  
11 HALF SHELL SEAFOOD AND GAMING; )  
12 HALF SHELL 2, LLC, dba )  
13 HALF SHELL SEAFOOD AND GAMING; )  
14 JAMES KENNETH JOHNSON; )  
15 THE JAMES K. JOHNSON GAMING )  
16 PROPERTIES TRUST; )  
17 TREVETT JAY WILLIAMS; )  
18 JAMES CHARLES WAYNE; )  
19 RAYMOND TODD STRATTON, )  
20 Respondents. )

STIPULATION FOR SETTLEMENT AND ORDER

21 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),  
22 Complainant herein, filed and served a Complaint, NGC Case No. 10-04, against the above-  
23 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and  
24 Regulations of the Nevada Gaming Commission.

25 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS  
26 that the Complaint, NGC Case No. 10-04, filed against RESPONDENTS in the above-entitled  
27 case shall be settled on the following terms and conditions:

- 28 1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC  
29 Case No. 10-04.
- 30 2. RESPONDENTS fully understand and voluntarily waive the right to a public hearing  
31 on the charges and allegations set forth in the Complaint, the right to present and cross-

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1 examine witnesses, the right to a written decision on the merits of the Complaint, which must  
2 contain findings of fact and a determination of the issues presented, and the right to obtain  
3 judicial review of the Nevada Gaming Commission's decision.

4 3. RESPONDENTS agree to pay TWO THOUSAND DOLLARS and NO CENTS  
5 (\$2,000.00) made payable to the *State of Nevada-Nevada Gaming Commission* on the date  
6 this stipulated settlement agreement is accepted by the Nevada Gaming Commission in full  
7 settlement and satisfaction of the allegations set forth in the Complaint, NGC Case No. 10-04.  
8 Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid balance computed  
9 from the date payment is due until payment is made in full.

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

13 5. In consideration for the execution of this settlement agreement, RESPONDENTS,  
14 for themselves, their heirs, executors, administrators, successors, and assigns, hereby  
15 releases and forever discharges the State of Nevada, the Nevada Gaming Commission, the  
16 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,  
17 agents, and employees in their individual and representative capacities, from any and all  
18 manner of actions, causes of action, suits, debts, judgments, executions, claims, and  
19 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,  
20 now have, may have, or claim to have against any and all of the persons or entities named in  
21 this paragraph arising out of, or by reason of, the investigation of the allegations in the  
22 Complaint and this disciplinary action, NGC Case No. 10-04, or any other matter relating  
23 thereto.

24 6. In consideration for the execution of this settlement agreement, RESPONDENTS  
25 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,  
26 the State Gaming Control Board, the Nevada Attorney General, and each of their members,  
27 agents, and employees in their individual and representative capacities against any and all

1 claims, suits and actions, brought against the persons named in this paragraph by reason of  
2 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case  
3 No. 10-04, and all other matters relating thereto, and against any and all expenses, damages,  
4 charges and costs, including court costs and attorney fees, which may be sustained by the  
5 persons and entities named in this paragraph as a result of said claims, suits and actions.

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

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 is intended to operate as full and final settlement of the Complaint  
15 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 10-04.

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

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27 . . . .

1           10. RESPONDENTS and the BOARD agree and understand that this settlement  
2 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
3 Case No. 10-04. The parties further agree and understand that any oral representations are  
4 superseded by this settlement agreement and that only those terms memorialized in writing  
5 herein shall be effective.

6           11. RESPONDENTS agree and understand that although this settlement, if approved  
7 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 10-04,  
8 that the allegations contained in the Complaint file in NGC Case No. 10-04 and the terms of  
9 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming  
10 Commission, with regards to any and all applications by RESPONDENTS that are currently  
11 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future  
12 with the BOARD.

13           12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this  
14 disciplinary action, NGC Case No. 10-04.

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

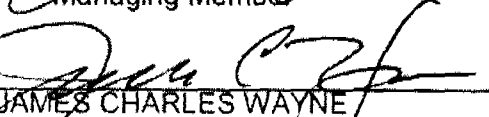
3 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

4 HALF SHELL, LLC, dba HALF SHELL, and  
5 HALF SHELL 2, LLC, dba HALF SHELL

STATE GAMING CONTROL BOARD

6 By:   
7 JAMES CHARLES WAYNE  
8 Managing Member

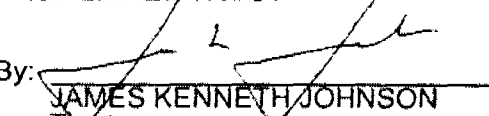
  
DENNIS K. NEILANDER, Chairman

8   
9 JAMES CHARLES WAYNE


  
RANDALL E. SAYRE, Member


10 THE JAMES K. JOHNSON GAMING  
11 PROPERTIES TRUST

  
MARK A. LIPPARELLI, Member

12 By:   
13 JAMES KENNETH JOHNSON  
14 Trustee

Submitted by:  
CATHERINE CORTEZ MASTO  
Attorney General

15   
16 JAMES KENNETH JOHNSON

By:   
JOHN S. MICHELA  
Deputy Attorney General  
Gaming Division  
Attorneys for Gaming Control Board

17   
TREVETT JAY WILLIAMS

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19  
20 **ORDER**

IT IS SO ORDERED in NGC Case No. 10-06. <sup>mk</sup>

21 DATED this 19 day of August, 2010.

22 NEVADA GAMING COMMISSION

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24 PETER C. BERNHARD, Chairman  
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