

1 NGC 11-04

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4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 STATE GAMING CONTROL BOARD,)
7 Complainant,)
8 vs.)
9 LA CHOY ENTERPRISES, L.L.C., dba)
10 TEN 99 CLUB; BARBARA LYNN HOSSICK;)
11 FLOYD PAUL HOSSICK III,)
12 Respondents)

**STIPULATION FOR SETTLEMENT
AND ORDER**

13 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
14 Complainant herein, filed and served a Complaint, NGC Case No. 11-04, against the above-
15 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
16 Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
18 that the Complaint, NGC Case No. 11-04, filed against RESPONDENTS in the above-entitled
19 case shall be settled on the following terms and conditions:

20 1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
21 Case No. 11-04.

22 2. RESPONDENTS fully understand and voluntarily waive the right to a public hearing
23 on the charges and allegations set forth in the Complaint, the right to present and cross-
24 examine witnesses, the right to a written decision on the merits of the Complaint, which must
25 contain findings of fact and a determination of the issues presented, and the right to obtain
26 judicial review of the Nevada Gaming Commission's decision.

27 3. BARBARA LYNN HOSSICK agrees to pay sixty percent (60%) of the incremental
28 progressive amounts owed to the patrons of LA CHOY ENTERPRISES, L.L.C., dba TEN 99

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

1 CLUB (TEN 99 CLUB) upon the closure of the TEN 99 CLUB in the amount of THREE
2 THOUSAND TWO HUNDRED EIGHTY-TWO and 94/100s DOLLARS (\$3,282.94) to Winner's
3 Gaming, Inc. Winner's Gaming, Inc. has agreed to pay the remaining forty percent (40%) of
4 the incremental progressive amounts owed to the patrons of the TEN 99 CLUB in the amount
5 of TWO THOUSAND ONE HUNDRED EIGHTY-EIGHT and 62/100s (\$2,188.62). Winner's
6 Gaming, Inc. will apply the incremental progressive amounts to similar progressive machines
7 it controls as set out in the acknowledgment attached hereto as Attachment #1. BARBARA
8 LYNN HOSSICK may pay the full amount prior to January 25, 2012, or may make up to six
9 payments as delineated below:

10 a. BARBARA LYNN HOSSICK shall make an initial minimum payment of
11 \$1,500.00 to be received by Winner's Gaming, Inc., on or prior to January 25, 2012.

12 b. Payments two through five shall be at least \$360.00 each, unless the unpaid
13 balance of the incremental progressive amounts is less than \$360.00, in which case the
14 balance of the incremental progressive amounts shall be paid. These payments shall
15 be received by Winner's Gaming, Inc. on or before on February 27, 2012; March 26,
16 2012; April 25, 2012; and May 25, 2012.

17 c. Payment six shall be in the amount of \$342.94, unless the unpaid balance of
18 the incremental progressive amounts is less than \$342.94, in which case the balance of
19 the incremental progressive amounts shall be paid. This payment shall be received by
20 Winner's Gaming, Inc. on or before June 25, 2012.

21 d. All payments due under this payment schedule shall be made in person and
22 by cashier's check or money order at Winner's Gaming, Inc., 845 Maestro Drive, Reno,
23 Nevada, during the normal business hours of Winner's Gaming, Inc.

24 4. Until the incremental progressive amounts are paid by BARBARA LYNN HOSSICK,
25 the BOARD shall maintain an administrative hold on the attempted surrender of the TEN 99
26 CLUB's restricted gaming license. RESPONDENTS agree that the Nevada Gaming
27 Commission shall suspend the restricted gaming license of the TEN 99 CLUB's until
28 BARBARA LYNN HOSSICK pays the incremental progressive amounts, as set out above.

1 The BOARD Chairman, or designee, shall administratively lift the suspension upon
2 confirmation of payment in full from Winner's Gaming, Inc. Upon payment in full and the lifting
3 of the suspension, RESPONDENTS agree that the BOARD shall accept the previously
4 tendered surrender of all licenses and approvals associated with the TEN 99 CLUB.

5 5. Pursuant to Nevada Gaming Commission Regulation 5.110, the BOARD Chairman
6 approves that the incremental progressive amounts of the TEN 99 CLUB be distributed as set
7 out in the acknowledgment attached hereto as Attachment #1.

8 6. In consideration for the execution of this settlement agreement, RESPONDENTS,
9 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
10 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the
11 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
12 agents, and employees in their individual and representative capacities, from any and all
13 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
14 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
15 now have, may have, or claim to have against any and all of the persons or entities named in
16 this paragraph arising out of, or by reason of, the investigation of the allegations in the
17 Complaint and this disciplinary action, NGC Case No. 11-04, or any other matter relating
18 thereto.

19 7. In consideration for the execution of this settlement agreement, RESPONDENTS
20 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
21 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
22 agents, and employees in their individual and representative capacities against any and all
23 claims, suits and actions, brought against the persons named in this paragraph by reason of
24 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
25 No. 11-04, and all other matters relating thereto, and against any and all expenses, damages,
26 charges and costs, including court costs and attorney fees, which may be sustained by the
27 persons and entities named in this paragraph as a result of said claims, suits and actions.

28

1 8. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
2 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 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 11-04.

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. 11-04. 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 approved
27 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 11-04,
28 that the allegations contained in the Complaint file in NGC Case No. 11-04 and the terms of

1 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
2 Commission, with regards to any and all applications by RESPONDENTS that are currently
3 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
4 with the BOARD.

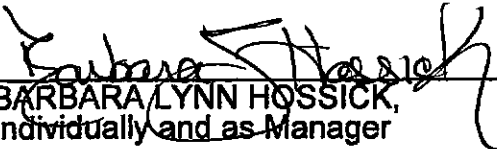
5 13. RESPONDENT and the BOARD shall each bear their own costs incurred in this
6 disciplinary action, NGC Case No. 11-04.

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1 14. Except as otherwise specified above, this stipulated settlement agreement shall
2 become effective immediately upon approval by the Nevada Gaming Commission.

3 DATED this 19 day of January, 2012.

4 LA CHOY ENTERPRISES, L.L.C.,
5 dba TEN 99 CLUB

6 
7 BARBARA LYNN HOSSICK,
8 Individually and as Manager

9 LA CHOY ENTERPRISES, L.L.C.,
10 dba TEN 99 CLUB

11 
12 FLOYD PAUL HOSSICK III
13 Individually and as Manager

STATE GAMING CONTROL BOARD


14 
15 MARK A. LIPPARELLI, Chairman

16 
17 A.G. BURNET, Member

18 
19 SHAWN R. REID, Member

20 Submitted by:

21 CATHERINE CORTEZ MASTO
22 Attorney General

23 By: 
24 JOHN S. MICHELA
25 Senior Deputy Attorney General
26 Gaming Division
27 Attorneys for State Gaming Control Board

28 **ORDER**

IT IS SO ORDERED in NGC Case No. 11-04.

DATED this 22 day of March, 2012.

NEVADA GAMING COMMISSION

29 
30 PETER C. BERNHARD, Chairman

Winner's Gaming, Inc. Acknowledgement
And Agreement Concerning
Incremental Progressive Amounts
~Attachment 1~

1 NGC 11-04

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STATE OF NEVADA

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BEFORE THE NEVADA GAMING COMMISSION

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7 STATE GAMING CONTROL BOARD,)

8

Complainant,

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vs.

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LA CHOY ENTERPRISES, L.L.C., dba
TEN 99 CLUB; BARBARA LYNN HOSSICK;
11 FLOYD PAUL HOSSICK III,

11

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Respondents

**WINNER'S GAMING, INC.
ACKNOWLEDGMENT AND
AGREEMENT CONCERNING
INCREMENTAL PROGRESSIVE AMOUNTS**

Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
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In consideration of resolving an issue concerning incremental progressive amounts at
14 LA CHOY ENTERPRISES, L.L.C., dba TEN 99 CLUB (TEN 99 CLUB), a restricted gaming
15 licensee with which Winner's Gaming, Inc. (WGI) had a participation agreement, WGI
16 acknowledges and agrees as follows:

17

1. That the total incremental progressive amount owed by TEN 99 CLUB to its patrons
18 is \$5,471.56.

19

2. That WGI shall be responsible for forty percent (40%) of the total incremental
20 progressive amount owed by TEN 99 CLUB to its patrons. Forty percent (40%) of the total is
21 \$2,188.62 (the "Winner's Share").

22

3. That WGI shall distribute the Winner's Share to progressive payoff schedule(s) on
23 machine(s) exposed for play by WGI similar to those from which the total incremental
24 progressive amount owed by TEN 99 CLUB was derived. This distribution shall comply with
25 Nevada Gaming Commission Regulation 5.110(5)(c) (1) through (3) and occur no later than
26 December 31, 2011.

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4. That WGI shall accept payments from BARBARA LYNN HOSSICK,
28 member/manager of TEN 99 CLUB, on the remaining sixty percent (60%) of the total

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1 incremental progressive amount owed by TEN 99 CLUB to its patrons. Sixty percent (60%) of
2 the total is \$3,282.94 (the "Ten 99 Share"). WGI shall accept the payments of the Ten 99
3 Share in person and by cashier's check or money order at its physical location, 845 Maestro
4 Drive, Reno, Nevada, during normal business hours.

5 5. That WGI shall distribute the payments received on the Ten 99 Share to progressive
6 payoff schedule(s) on machine(s) exposed for play by WGI in Washoe County. WGI shall
7 distribute the Ten 99 Share in amounts equal to the payments it receives. These distributions
8 shall comply with Nevada Gaming Commission Regulation 5.110(5)(c) (1) through (3) and
9 occur no later than 15 days after each payment is received.

10 6. That WGI shall report to the Audit Division of the BOARD the details of each
11 distribution of the incremental progressive amount.

12 7. That, notwithstanding the foregoing, WGI shall have no duty or obligation to pursue
13 collection of the Ten 99 Share if it, or any part of it, is not paid to WGI by BARBARA LYNN
14 HOSSICK, or by her agents or representatives, or to distribute such sum or sums to any other
15 progressive payoff schedule(s) on similar game(s) or machine(s) which it operates if such sum
16 or sums are not paid to it by BARBARA LYNN HOSSICK.

17 DATED this 27th day of December, 2011.

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By:


ROBERT GENE KING
President

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State of Nevada
County of Washoe

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This instrument was acknowledged before me
on December 27, 2011 by
Robert G. King

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Notary Public

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