



1 NGC 13-10

2

3

4

STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

STATE GAMING CONTROL BOARD,

7

Complainant,

8

vs.

**STIPULATION FOR
SETTLEMENT AND ORDER**

9

CASINO FANDANGO, LLC, dba
CASINO FANDANGO; CARSON GAMING,
LLC,

10

11

Respondents

12

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
Complainant herein, filed and served a Complaint, NGC Case No. 13-10, against the above-
captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
Regulations of the Nevada Gaming Commission.

13

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
that the Complaint, NGC Case No. 13-10, filed against RESPONDENTS in the above-entitled
case shall be settled on the following terms and conditions:

14

1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
Case No. 13-10.

15

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.

16

3. RESPONDENTS agree to pay TWELVE THOUSAND FIVE HUNDRED DOLLARS
and NO CENTS (\$12,500.00) electronically transferred to the *State of Nevada-Nevada*

17

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

1 Gaming Commission on or before the date this stipulated settlement agreement is accepted
2 by the Nevada Gaming Commission. Said payment shall be made by a method of electronic
3 payment approved by the Tax and License Division of the BOARD pursuant to NRS 353.1467.
4 Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid balance computed
5 from the date payment is due until payment is made in full.

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

16 5. In consideration for the execution of this settlement agreement, RESPONDENTS
17 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
18 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
19 agents, and employees in their individual and representative capacities against any and all
20 claims, suits and actions, brought against the persons named in this paragraph by reason of
21 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
22 No. 13-10, and all other matters relating thereto, and against any and all expenses, damages,
23 charges and costs, including court costs and attorney fees, which may be sustained by the
24 persons and entities named in this paragraph as a result of said claims, suits and actions.

25 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
26 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
27 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
28 stipulated settlement is not the product of force, threats, or any other form of coercion or

1 duress, but is the product of discussions between RESPONDENTS and the attorney for the
2 BOARD.

3 7. RESPONDENTS and the BOARD acknowledge that this settlement is made to
4 avoid litigation and economize resources. The parties agree and understand that this
5 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
6 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 13-10.

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

17 9. RESPONDENTS and the BOARD agree and understand that this settlement
18 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
19 Case No. 13-10. The parties further agree and understand that any oral representations are
20 superseded by this settlement agreement and that only those terms memorialized in writing
21 herein shall be effective.

22 10. RESPONDENTS agree and understand that although this settlement, if approved
23 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-10,
24 that the allegations contained in the Complaint file in NGC Case No. 13-10 and the terms of
25 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
26 Commission, with regards to any and all applications by RESPONDENT that are currently
27 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
28 with the BOARD.

1 11. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
2 disciplinary action, NGC Case No. 13-10.

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

5 DATED this 2nd day of May, 2013.

6 CASINO FANDANGO, LLC, dba
7 CASINO FANDANGO;
8 CARSON GAMING, LLC;

9 
10 GARRY VINCENT GOETT
11 Manager, Casino Fandango, LLC
12 Manager, Carson Gaming, LLC

13 GORDON SILVER

14 
15 JEFFREY A. SILVER
16 Attorney for Respondents

STATE GAMING CONTROL BOARD



A.G. BURNETT, Chairman


SHAWN R. REID, Member


TERRY JOHNSON, Member

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

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

ORDER

IT IS SO ORDERED in NGC Case No. 13-10.

DATED this 16 day of May, 2013.

NEVADA GAMING COMMISSION


PETER C. BERNHARD, Chairman