



1 NGC 13-11

2
3
4
5
6
7
8
9
10
11
12

STATE OF NEVADA

BEFORE THE NEVADA GAMING COMMISSION

STATE GAMING CONTROL BOARD,

Complainant,

v.

ULTRA NEW TOWN TAVERN, INC.; dba
ULTRA NEW TOWN TAVERN; and TARRA
LORRAINE GREEN JACKSON,

Respondents.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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

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. 13-11, 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. 13-11, 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. 13-11.

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. RESPONDENTS acknowledge that the date on which they verbally agreed to this
28 stipulated settlement was August 15, 2013. RESPONDENTS acknowledge they received a

1 copy of the un-filed Complaint on June 18, 2013. RESPONDENTS acknowledge they had not
2 corrected all of the violations enumerated in the Complaint as of August 15, 2013.

3 Respondents acknowledge it is very important that the violations enumerated in the Complaint
4 be corrected before the Complaint is completely resolved. Thus, RESPONDENTS agree they
5 will correct all violations set out in the Complaint to the satisfaction of the BOARD Chairman,
6 or his designee, in his sole and absolute discretion, prior to the Nevada Gaming Commission
7 considering this stipulation, anticipated to be September 26, 2013.

8 a. RESPONDENTS shall contact the BOARD at 702-486-2010 when
9 they believe they have corrected all the violations set out in the Complaint.
10 Upon contact from RESPONDENTS, the Tax and License Division and the
11 Enforcement Division shall verify whether or not RESPONDENTS have
12 corrected all violations as set out in the Complaint and report their findings to the
13 BOARD Chairman or designee.

14 b. Upon receipt of the reports, the BOARD Chairman or designee, in his
15 sole and absolute discretion, shall determine whether RESPONDENTS have
16 corrected all the violations as set out in the Complaint.

17 c. If the BOARD Chairman or designee has not determined that
18 RESPONDENTS have corrected all of the violations as set out in the Complaint
19 to the satisfaction of the BOARD Chairman prior to the Nevada Gaming
20 Commission considering this stipulation, RESPONDENTS agree that their
21 licenses shall be suspended upon the Nevada Gaming Commission's approval
22 of this stipulation.

23 d. If RESPONDENTS' licenses are suspended as set out above,
24 RESPONDENTS shall continue to pay all necessary taxes and fees as if ULTRA
25 NEW TOWN TAVERN, INC., dba ULTRA NEW TOWN TAVERN was approved
26 for temporary closure pursuant to Nevada Gaming Commission Regulation
27

28

1 9.010(4). RESPONDENTS shall also continue to comply with all applicable
2 regulatory requirements and reporting requirements during such suspension.

3 e. If RESPONDENTS' licenses are suspended as set out above, the
4 BOARD Chairman or designee may administratively reinstate RESPONDENTS'
5 licenses upon the BOARD Chairman's or designee's determination, in his sole
6 and absolute discretion, that RESPONDENTS have corrected all of the
7 violations as set out in the Complaint.

8 f. If RESPONDENTS' licenses are suspended as set out above and the
9 BOARD Chairman or designee has not reinstated RESPONDENTS' licenses
10 prior to March 26, 2014, RESPONDENTS agree that their licenses shall be
11 deemed surrendered. The BOARD Chairman or designee may administratively
12 extend the date on which RESPONDENTS' licenses shall be deemed
13 surrendered.

14 4. In addition, RESPONDENTS agree to have the following condition on
15 RESPONDENTS' gaming license modified as follows (new language in underlined italics):

16 Any change in the existing contract with the slot route operator
17 must be administratively approved by the Gaming Control Board
18 Chairman, and the slot route operator must perform all drops, fills,
19 counts and other functions relating to the operation of slot
20 machines. The slot route operator must also perform the required
21 bankroll calculations and maintain the required bankroll.

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

1 now have, may have, or claim to have against any and all of the persons or entities named in
2 this paragraph arising out of, or by reason of, the investigation of the allegations in the
3 Complaint and this disciplinary action, NGC Case No. 13-11, or any other matter relating
4 thereto.

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

14 7. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
15 acknowledges that RESPONDENTS had an opportunity to consult with counsel prior to
16 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
17 stipulated settlement is not the product of force, threats, or any other form of coercion or
18 duress, but is the product of discussions between RESPONDENTS and the attorney for the
19 BOARD.

20 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
21 avoid litigation and economize resources. The parties agree and understand that this
22 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
23 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 13-11.

24 9. RESPONDENTS and the BOARD recognize and agree that the Nevada Gaming
25 Commission has the sole and absolute discretion to determine whether to accept this
26 stipulated settlement agreement. RESPONDENTS and the BOARD hereby waive any right
27 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
28 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming

1 Commission determines not to accept this stipulated settlement agreement. If the Nevada
2 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as
3 null and void and RESPONDENTS' admissions, if any, that certain violations of the Nevada
4 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
5 be withdrawn.

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

11 11. RESPONDENTS agree and understand that although this settlement, if approved
12 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-11,
13 that the allegations contained in the Complaint file in NGC Case No. 13-11 and the terms of
14 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
15 Commission, with regards to any and all applications by RESPONDENTS that are currently
16 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
17 with the BOARD.

18

19

20 . . .

21

22

23

24

25

26

27

28

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

3 DATED this 11 day of September, 2013.

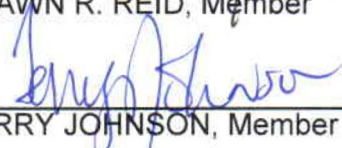
4 ULTRA NEW TOWN TAVERN, INC., dba
5 ULTRA NEW TOWN TAVERN;
6 TARRA LORRAINE GREEN JACKSON

7 
8 TARRA LORRAINE GREEN JACKSON

STATE GAMING CONTROL BOARD


A.G. BURNET, Chairman


SHAWN R. REID, Member


TERRY JOHNSON, Member

12 Submitted by:

13 CATHERINE CORTEZ MASTO
14 Attorney General

15 By: 
16 JOHN S. MICHELA
17 Senior Deputy Attorney General
18 Gaming Division
19 Attorneys for State Gaming Control Board

20 ORDER

21 IT IS SO ORDERED in NGC Case No. 13-11.

22 DATED this 26 day of September, 2013.

23 NEVADA GAMING COMMISSION

24 
25 PETER C. BERNHARD, Chairman
26
27
28