



1 NGC 12-04

3 STATE OF NEVADA

4 BEFORE THE NEVADA GAMING COMMISSION

5 STATE GAMING CONTROL BOARD,)

6 Complainant,)

7 vs.)

8 BJ PROPERTY LLC, dba THE 25 BAR & GRILL;)
and BURDETT EDWARD JONES.)

9 Respondents.)

STIPULATION FOR SETTLEMENT
AND ORDER

11 The State of Nevada, on relation of its GAMING CONTROL BOARD, Complainant
12 herein, filed and served a Complaint in NGC Case No. 12-04, against BJ PROPERTY LLC,
13 dba THE 25 BAR & GRILL, and BURDETT EDWARD JONES, Respondents herein, alleging
14 certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming
15 Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the Complainant and the
17 Respondents that the Complaint, NGC Case No. 12-04, filed against the Respondents in the
18 above-entitled case shall be settled on the following terms and conditions:

19 1. The Respondents admit each and every allegation of fact set forth in the
20 Complaint, NGC Case No. 12-04, and will not contest any conclusion set forth therein.

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

26 3. The Respondents agree to pay to the State of Nevada-Nevada Gaming
27 Commission in full settlement and satisfaction of the allegations set forth in the Complaint,
28 NGC Case No. 12-04, the sum of TWO THOUSAND DOLLARS (\$2,000).

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

11 5. In consideration for the execution of this settlement agreement, the
12 Respondents hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming
13 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of
14 their members, agents, and employees in their individual and representative capacities
15 against any and all claims, suits and actions, brought against the persons named in this
16 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
17 disciplinary action, NGC Case No. 12-04, and all other matters relating thereto, and against
18 any and all expenses, damages, charges and costs, including court costs and attorney fees,
19 which may be sustained by the persons and entities named in this paragraph as a result of
20 said claims, suits and actions.

21 6. The Respondents enter into this stipulation for settlement freely and voluntarily,
22 and with the assistance of legal counsel. The Respondents acknowledge that this stipulated
23 settlement is not the product of force, threats, or any other form of coercion or duress, but is
24 the product of discussions between legal counsel for the Respondents and the attorney for the
25 Complainant.

26 7. The Respondents affirmatively represents that if the Respondents, this
27 Stipulation for Settlement and Order, and/or any amounts distributed under this Stipulation for
28 Settlement and Order are subject to, or will become subject to, the jurisdiction of any

1 bankruptcy court, the bankruptcy court's approval is not necessary for this Stipulation for
2 Settlement and Order to become effective, or that the bankruptcy court has already approved
3 this Stipulation for Settlement and Order.

4 8. The Respondents and the Complainant acknowledge that this settlement is
5 made to avoid litigation and economize resources. The parties agree and understand that this
6 Stipulation for Settlement and Order is intended to operate as full and final settlement of the
7 Complaint filed against the Respondents in the above-entitled disciplinary case, NGC Case
8 No. 12-04.

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

19 10. The Respondents and the Complainant agree and understand that this
20 settlement agreement is intended to operate as full and final settlement of the Complaint filed
21 in NGC Case No. 12-04. The parties further agree and understand that any oral
22 representations are superseded by this settlement agreement and that only those terms
23 memorialized in writing herein shall be effective.

24 11. The Respondents agree and understand that although this settlement, if
25 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.
26 12-04 that the allegations contained in the Complaint filed in NGC Case No. 12-04 and the
27 terms of this settlement agreement may be considered by the Complainant and/or the Nevada
28 Gaming Commission, with regards to any and all applications by the Respondents that are

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1 currently pending before the Complainant or the Nevada Gaming Commission, or that are filed
2 in the future with the Complainant.

3 12. The Respondents and the Complainant shall each bear their own costs incurred
4 in this disciplinary action, NGC Case No. 12-04.

5 13. This stipulated settlement agreement shall become effective immediately upon
6 approval by the Nevada Gaming Commission.

7 DATED this 5th day of September 2013.

8 BJ PROPERTY LLC, dba THE 25 BAR &
9 GRILL

STATE GAMING CONTROL BOARD

10 By: Burdett Edward Jones
11 BURDETT EDWARD JONES
Sole Manager and Owner

A.G. Burnett
A.G. BURNETT, Chairman

12 LAW OFFICE OF PEPOWSKI &
13 ASSOCIATES

Shawn R. Reid
SHAWN R. REID, Member

14 By: Mark Peplowski
15 MARK PEPOWSKI, ESQ.
1100 South Tenth Street
Las Vegas, Nevada 89104

Terry Johnson
TERRY JOHNSON, Member

16 Attorney for Respondents

17 Submitted by:

18 CATHERINE CORTEZ MASTO
19 Attorney General

20 By: Edward L. Magaw
21 EDWARD L. MAGAW
Deputy Attorney General
Gaming Division

22 Attorneys for State Gaming Control Board

23 ORDER

24 IT IS SO ORDERED in NGC Case No. 12-04.

25 DATED this 26 day of September 2013.

26 NEVADA GAMING COMMISSION

Peter C. Bernhard
27 PETER C. BERNHARD, Chairman
28