

1 **NGC 13-13**

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**STATE OF NEVADA**

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**BEFORE THE NEVADA GAMING COMMISSION**

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STATE GAMING CONTROL BOARD,

6

Complainant,

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vs.

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GOLDEN ROUTE OPERATIONS LLC,  
dba GOLDEN ROUTE OPERATIONS,

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Respondent.

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**STIPULATION FOR SETTLEMENT  
AND ORDER**

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The State of Nevada, on relation of its GAMING CONTROL BOARD, Complainant herein, filed and served a Complaint in NGC Case No. 13-13, against GOLDEN ROUTE OPERATIONS LLC, dba GOLDEN ROUTE OPERATIONS, Respondent herein, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

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

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1. The Respondent admits each and every allegation of fact set forth in the Complaint, NGC Case No. 13-13, and will not contest any conclusion set forth therein.

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2. The Respondent fully understands and voluntarily waives 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.

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3. The Respondent agrees to pay to the State of Nevada-Nevada Gaming Commission in full settlement and satisfaction of the allegations set forth in the Complaint, NGC Case No. 13-13, the sum of TWENTY THOUSAND DOLLARS (\$20,000).

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Attorney General's Office  
Gaming Division  
555 E. Washington Ave., Ste. 3900  
Las Vegas, Nevada 89101

1           4. As a result of the issues that arose in connection with the Complaint, NGC Case  
2 No. 13-13, Respondent has implemented written procedures that provide that no gaming  
3 devices will be installed at a location until Respondent has verified: (i) that the operator of the  
4 business at the establishment is a licensee in good standing with the Commission and the  
5 appropriate local governing body, (ii) that the location has paid all requisite fees and taxes for  
6 the operation of gaming devices, (iii) that the current diagram of the gaming area has been  
7 approved by the State Gaming Control Board, (iv) that the licensee entity exists and is in good  
8 standing with the Nevada Secretary of State, (v) that the licensee's fictitious firm name is on  
9 file with the appropriate local governing body, and (vi) that the licensee has the required  
10 business and liquor licenses from the appropriate local governing body.

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

21           6. In consideration for the execution of this settlement agreement, the Respondent  
22 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
23 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of  
24 their members, agents, and employees in their individual and representative capacities  
25 against any and all claims, suits and actions, brought against the persons named in this  
26 paragraph by reason of the investigation of the allegations in the Complaint, filed in this  
27 disciplinary action, NGC Case No. 13-13, and all other matters relating thereto, and against  
28 any and all expenses, damages, charges and costs, including court costs and attorney fees,

1 which may be sustained by the persons and entities named in this paragraph as a result of  
2 said claims, suits and actions.

3 7. The Respondent enters into this stipulation for settlement freely and voluntarily,  
4 and with the assistance of legal counsel. The Respondent acknowledges that this stipulated  
5 settlement is not the product of force, threats, or any other form of coercion or duress, but is  
6 the product of discussions between legal counsel for the Respondent and the attorney for the  
7 Complainant.

8 8. The Respondent affirmatively represents that if the Respondent, this Stipulation  
9 for Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement  
10 and Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court,  
11 the bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order  
12 to become effective, or that the bankruptcy court has already approved this Stipulation for  
13 Settlement and Order.

14 9. The Respondent and the Complainant acknowledge that this settlement is made  
15 to avoid litigation and economize resources. The parties agree and understand that this  
16 Stipulation for Settlement and Order is intended to operate as full and final settlement of the  
17 Complaint filed against the Respondent in the above-entitled disciplinary case, NGC Case No.  
18 13-13.

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

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

12. The Respondent agrees and understands that although this settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-13 that the allegations contained in the Complaint filed in NGC Case No. 13-13 and the terms of this settlement agreement may be considered by the Complainant and/or the Nevada Gaming Commission, with regards to any and all applications by the Respondent that are currently pending before the Complainant or the Nevada Gaming Commission, or that are filed in the future with the Complainant.

13. The Respondent and the Complainant shall each bear their own costs incurred in this disciplinary action, NGC Case No. 13-13.

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Attorney General's Office  
Gaming Division  
555 E. Washington Ave., Ste. 3900  
Las Vegas, Nevada 89101

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

3 Dated this 11 day of OCTOBER 2013. Dated this 23 day of October 2013.

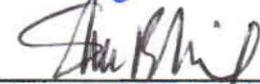
4 GOLDEN ROUTE OPERATIONS, LLC  
5 dba GOLDEN ROUTE OPERATIONS

STATE GAMING CONTROL BOARD

6 By: Golden Gaming, LLC,  
7 Member/Manager

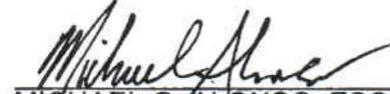
  
A.G. BURNETT, Chairman

8 By:   
9 MATT FLANDERMAYER  
10 Manager

  
SHAWN R. REID, Member

11 LEWIS ROCA ROTHGERBER LLP

  
TERRY JOHNSON, Member

12 By:   
13 MICHAEL G. ALONSO, ESQ  
14 Bank of America Building Suite 410  
15 50 West Liberty Street  
16 Reno, Nevada 89501-1922

Attorney for Respondent

17 Submitted by:  
18 CATHERINE CORTEZ MASTO  
19 Attorney General

20 By:   
21 EDWARD L. MAGAW  
22 Deputy Attorney General  
23 Gaming Division

Attorneys for State Gaming Control Board

ORDER

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

DATED this 24 day of October 2013.

NEVADA GAMING COMMISSION

  
PETER C. BERNHARD, Chairman