



1 NGC 13-06

2
3
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 STATE GAMING CONTROL BOARD,)
7 Complainant,)
8 vs.)
9 BALLY GAMING, INC., dba)
10 BALLY TECHNOLOGIES)
11 Respondent.)

STIPULATION FOR SETTLEMENT
AND ORDER

12 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
13 Complainant herein, filed and served a Complaint, NGC Case No. 13-06, against the above-
14 captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and
15 Regulations of the Nevada Gaming Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
17 that the Complaint, NGC Case No. 13-06, filed against RESPONDENT in the above-entitled
18 case shall be settled on the following terms and conditions:

- 19 1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC
20 Case No. 13-06.
- 21 2. RESPONDENT fully understands and voluntarily waives the right to a public hearing
22 on the charges and allegations set forth in the Complaint, the right to present and cross-
23 examine witnesses, the right to a written decision on the merits of the Complaint, which must
24 contain findings of fact and a determination of the issues presented, and the right to obtain
25 judicial review of the Nevada Gaming Commission's decision.
- 26 3. RESPONDENT agrees to pay a fine in the amount of ONE HUNDRED TWENTY-
27 FIVE THOUSAND DOLLARS and NO CENTS (\$125,000.00) electronically transferred to the
28 *State of Nevada-Nevada Gaming Commission* on or before the date this stipulation for

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

1 settlement ("this settlement" and/or "this Stipulation for Settlement") is accepted by the
2 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. RESPONDENT and BOARD acknowledge that during the negotiation of this
7 settlement, BOARD requested RESPONDENT's human resource chain up through the Senior
8 Vice President of Corporate Services to attend the gaming employee registration class offered
9 by the BOARD. RESPONDENT complied with this request by having all requested personnel
10 attend the class offered by the BOARD immediately subsequent to the BOARD's request.

11 5. During negotiation of this settlement, RESPONDENT audited its gaming employee
12 registrations and found an additional 23 employee registration deficiencies. RESPONDENT
13 self-disclosed the results of this audit to the BOARD. RESPONDENT has corrected these
14 deficiencies. RESPONDENT and the BOARD agree that these additional registration
15 deficiencies are addressed through this stipulation and that the BOARD will not seek further
16 disciplinary action with regard to these additional deficiencies. Attachment A to this stipulation
17 is a list of the 23 employees about which RESPONDENT disclosed the additional employee
18 registration deficiencies.

19 6. The BOARD acknowledges that upon receipt of the draft complaint, RESPONDENT
20 took additional remedial steps to ensure proper registration of its employees including a
21 complete revision of its policies and procedures in regards to gaming employee registrations.

22 7. In consideration for the execution of this Stipulation for Settlement, RESPONDENT,
23 for itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
24 forever discharges the State of Nevada, the Nevada Gaming Commission, the BOARD, the
25 Nevada Attorney General and each of their members, agents, and employees in their
26 individual and representative capacities, from any and all manner of actions, causes of action,
27 suits, debts, judgments, executions, claims, and demands whatsoever known or unknown, in
28 law and equity, that RESPONDENT ever had, now has, may have, or claim to have against

1 any and all of the persons or entities named in this paragraph arising out of, or by reason of,
2 the investigation of the allegations in the Complaint and this disciplinary action, NGC Case
3 No. 13-06, or any other matter relating thereto.

4 8. In consideration for the execution of this settlement agreement, RESPONDENT
5 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
6 Commission, the BOARD, the Nevada Attorney General, and each of their members, agents,
7 and employees in their individual and representative capacities against any and all claims,
8 suits and actions, brought against the persons named in this paragraph by reason of the
9 investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case No.
10 13-06, and all other matters relating thereto, and against any and all expenses, damages,
11 charges and costs, including court costs and attorney fees, which may be sustained by the
12 persons and entities named in this paragraph as a result of said claims, suits and actions.

13 9. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and
14 acknowledges that RESPONDENT had an opportunity to consult with counsel prior to entering
15 into this Stipulation for Settlement. RESPONDENT further acknowledges that this Stipulation
16 for Settlement is not the product of force, threats, or any other form of coercion or duress, but
17 is the product of discussions between RESPONDENT and the attorney for the BOARD.

18 10. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
19 litigation and economize resources. The parties agree and understand that this Stipulation for
20 Settlement is intended to operate as full and final settlement of the Complaint filed against
21 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 13-06.

22 11. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming
23 Commission has the sole and absolute discretion to determine whether to accept this
24 Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right they may
25 have to challenge the impartiality of the Nevada Gaming Commission to hear the above-
26 entitled case on the matters embraced in the Complaint if the Nevada Gaming Commission
27 determines not to accept this Stipulation for Settlement. If the Nevada Gaming Commission
28 does not accept this Stipulation for Settlement, it shall be withdrawn as null and void and

1 RESPONDENT'S admissions, if any, that certain violations of the Nevada Gaming Control Act
2 and the Regulations of the Nevada Gaming Commission occurred shall be withdrawn.

3 12. RESPONDENT and the BOARD agree and understand that this Stipulation for
4 Settlement is intended to operate as full and final settlement of the Complaint filed in NGC
5 Case No. 13-06. The parties further agree and understand that any oral representations are
6 superseded by this Stipulation for Settlement and that only those terms memorialized in
7 writing herein shall be effective.

8 13. RESPONDENT agrees and understands that although this settlement, if approved
9 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-06,
10 that the allegations contained in the Complaint file in NGC Case No. 13-06 and the terms of
11 this Stipulation for Settlement may be considered by the BOARD and/or the Nevada Gaming
12 Commission, with regards to any and all applications by RESPONDENT that are currently
13 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
14 with the BOARD.

15 14. RESPONDENT and the BOARD shall each bear their own costs incurred in this
16 disciplinary action, NGC Case No. 13-06.

17 15. RESPONDENT, by executing this stipulation affirmatively waives all notices
18 required by law for this matter including, but not limited to, notices concerning consideration of
19 the character or misconduct of a person (NRS 241.033), notices concerning consideration of
20 administrative action against a person (NRS 241.034), and notices concerning hearings
21 before the Nevada Gaming Commission (NRS 463.312). Regardless of the waiver of legal
22 notice requirements, the BOARD and Nevada Gaming Commission will attempt to provide
23 reasonable notice of the time and place of the hearing. Further, in negotiating this settlement,
24 RESPONDENT acknowledges the BOARD has provided RESPONDENT with the date and
25 time of the Nevada Gaming Commission hearing during which the BOARD anticipates the
26 Nevada Gaming Commission will consider approving this settlement.

27 16. RAMESH SRINIVASAN, by executing this stipulation on behalf of RESPONDENT,
28 affirmatively represents that he has full authority to settle this matter for RESPONDENT.

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

3 DATED this 8th day of January, 2013. *CR*

4 BALLY GAMING, INC.
5 dba BALLY TECHNOLOGIES

6 *Ramesh Srinivasan*
7 RAMESH SRINIVASAN
8 President/CEO/Director

9 Lionel Sawyer & Collins

10 *Ellen Whitemore*
11 ELLEN WHI TEMORE
12 Attorney for Respondent

STATE GAMING CONTROL BOARD

13 *A.G. Burnett*
14 A.G. BURNETT, Chairman

15 *Shawn R. Reid*
16 SHAWN R. REID, Member

17 *Terry Johnson*
18 TERRY JOHNSON, Member

19 Submitted by:
20 CATHERINE CORTEZ MASTO
21 Attorney General

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

27 **ORDER**

28 IT IS SO ORDERED in NGC Case No. 13-06.

DATED this 23 day of January, 2013.

NEVADA GAMING COMMISSION

Peter C. Bernhard
PETER C. BERNHARD, Chairman

EXHIBIT A

to

**Stipulation for Settlement
and Order**

Cherukupalli, Suresh Kumar
Yuzon, Danilo Macabale
Santiago, Arthur Gabriel
Debonis, Anthony
Albiston, Timothy
Bakthavachalam, Rajasekar
Cannillo, Feliciano
Childs, Julia
Grade, Jason
Laroco, Jayjumar
Mattox, James
McNamee, Chris
Montoya, Condo
Mulliner, Jessica
Rathi, Amit
Shivashankar, Sethuram
Vestey, Bryan
Hernandez, Jesse Ebio
Lopez, Maximino
Colella, Gregory Andrew
Russky, Serguei
Morberg, Susan Dianne
Taliaferro, David