



1 Case No. 15-08-RTR

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3  
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 In the Matter of: )  
7 Riverside Resort Hotel & Casino )  
8 Claim for Refund for the period )  
9 June 2012 through May 2015. )  
10 \_\_\_\_\_ )

**STIPULATION FOR SETTLEMENT AND ORDER**

11 The Claimant, RIVERSIDE RESORT HOTEL & CASINO (RIVERSIDE), and the  
12 NEVADA GAMING CONTROL BOARD (BOARD) hereby stipulate and agree that the Claim  
13 for Refund in Case No. 15-08-RTR shall be settled on the following terms:

14 1. On or about September 11, 2015, RIVERSIDE filed with the Nevada Gaming  
15 Commission a Claim for Refund for fees paid due to over reporting entertainment revenue for  
16 the period of June 2012 through May 2015, pursuant to Nevada Revised Statutes 368A.200  
17 and Nevada Administrative Code 368A.450.

18 2. The BOARD'S Audit Division reviewed the Claim for Refund and determined that  
19 RIVERSIDE should be allowed a refund based on over reporting of entertainment revenue in  
20 the amount of \$92,475.83.

21 3. The BOARD agrees to refund, and RIVERSIDE agrees to accept, as full and final  
22 settlement of the Claim for Refund, in Case No. 15-08-RTR, \$92,475.83 plus interest in the  
23 amount of \$4,546.19 through November 19, 2015, for a total of \$97,022.02, with interest  
24 continuing to accrue at \$6.65 for each day thereafter that the claim remains unpaid.

25 4. This settlement is made for the purposes of avoiding litigation and economizing  
26 resources and does not constitute an admission of liability on the part of the BOARD or  
27 RIVERSIDE, nor shall it operate or be construed as any precedent for the validity or invalidity

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Reno, Nevada 89511

1 of any legal position taken in this matter by either party. This settlement is made exclusively  
2 between the BOARD and RIVERSIDE, and no licensee may rely upon it for any purpose.

3 5. RIVERSIDE fully understands and voluntarily waives any right it may have to a  
4 public hearing on the Claim for Refund, in Case No. 15-08-RTR, and its right to pursue judicial  
5 review of the Claim for Refund in state district court or otherwise contest this matter in any  
6 court of competent jurisdiction.

7 6. RIVERSIDE, for itself, its heirs, executors, administrators, successors, and assigns,  
8 hereby releases, dismisses, and forever discharges the State of Nevada, the Nevada Gaming  
9 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of  
10 their members, agents, and employees in their individual and representative capacities from  
11 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims,  
12 and demands whatsoever known or unknown, in law and equity, that RIVERSIDE ever had,  
13 now has, may have, or claims to have against any and all of the persons or entities named in  
14 this paragraph arising out of, or by reason of, this Claim for Refund, Case No. 15-08-RTR, or  
15 any other matter relating thereto.

16 7. RIVERSIDE, for itself, its heirs, executors, administrators, successors, and assigns,  
17 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
18 Commission, the Nevada Gaming Control Board, the Nevada Attorney General, and each of  
19 their members, agents, and employees in their individual and representative capacities  
20 against any and all claims, suits, actions, debts, damages, costs, charges, and expenses,  
21 including court costs and attorney's fees, and against all liability, losses, and damages of any  
22 nature whatsoever that the persons and entities named in this paragraph shall or may have at  
23 any time sustain or be put to by reason of this Claim for Refund, Case No. 15-08-RTR, or any  
24 other matter relating thereto.

25 8. RIVERSIDE enters into this Stipulation freely and voluntarily. RIVERSIDE confirms  
26 that this settlement is not a result of force, threats, or any other type of coercion or duress, but  
27 is the product of negotiations between representatives of RIVERSIDE and the BOARD.

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1           9. RIVERSIDE affirmatively represents that if RIVERSIDE, this stipulation and order,  
2 and/or any amounts distributed under this stipulation and order are subject to, or will become  
3 subject to, the jurisdiction of any bankruptcy court that the bankruptcy court's approval is not  
4 necessary for this stipulation and order to become effective or the bankruptcy court has  
5 already approved this stipulation and order. RIVERSIDE further affirmatively represents that  
6 any amounts distributed under this stipulation and order may be paid directly to RIVERSIDE,  
7 and RIVERSIDE will distribute these amounts in accordance with any bankruptcy court order  
8 or bankruptcy court approved bankruptcy plan directing how these amounts shall be  
9 distributed.

10           10. RIVERSIDE and the BOARD recognize and agree that the Nevada Gaming  
11 Commission has the sole and absolute discretion to determine whether to accept this  
12 Stipulation for Settlement. RIVERSIDE and the BOARD hereby waive any right they may  
13 have to challenge the impartiality of the Nevada Gaming Commission to hear and consider the  
14 facts and matters embraced in the Claim for Refund, Case No. 15-08-RTR, in the event the  
15 Nevada Gaming Commission does not accept this Stipulation for Settlement.

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1 11. This Stipulation for Settlement shall not become effective until such time as it is  
2 approved by the Nevada Gaming Commission. Such approval shall not constitute an  
3 admission of liability on the part of the Nevada Gaming Commission.

4 RIVERSIDE RESORT  
HOTEL & CASINO

NEVADA GAMING CONTROL BOARD

6 By:

FRANK TOKAS  
Director of Finance

Date

10/21/15

A.G. BURNETT, Chairman

Date

11/10/15

SHAWN R. REID, Member

Date

11/10/15

TERRY JOHNSON, Member

Date

11/13/15

ADAM PAUL LAXALT  
Attorney General

By:

MICHAEL P. SOMPS  
Senior Deputy Attorney General

Date

Attorneys for Nevada Gaming Control Board

11/2/15

**ORDER**

IT IS SO ORDERED IN CASE NO. 15-08-RTR.

DATED this 17<sup>th</sup> day of December, 2015.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman

