

1 NGC 17-08

2
3 STATE OF NEVADA
4 BEFORE THE NEVADA GAMING COMMISSION

5
6 NEVADA GAMING CONTROL BOARD,)
7 Complainant,)
8 vs.)
9 BCH GAMING RENO, LLC, dba)
BOOMTOWN RENO,)
10 Respondent.)
11

STIPULATION FOR SETTLEMENT
AND ORDER

12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
13 BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 17-08,
14 against the above-captioned RESPONDENT alleging certain violations of the Nevada
15 Gaming Control Act and Regulations of the Nevada Gaming Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and
17 RESPONDENT that the Complaint, NGC Case No. 17-08, filed against RESPONDENT
18 in the above-entitled case, shall be settled on the following terms and conditions:

19 1. RESPONDENT admits each and every allegation set forth in the Complaint,
20 NGC Case No. 17-08.

21 2. RESPONDENT fully understands and voluntarily waives the right to a public
22 hearing on the charges and allegations set forth in the Complaint, the right to present
23 and cross-examine witnesses, the right to a written decision on the merits of the
24 Complaint, which must contain findings of fact and a determination of the issues
25 presented, and the right to obtain judicial review of the Nevada Gaming Commission's
26 decision.
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1 3. RESPONDENT agrees to pay FORTY THOUSAND DOLLARS and NO CENTS
2 (\$40,000.00) electronically transferred to the *State of Nevada-Nevada Gaming*
3 *Commission* on or before the date this Stipulated Settlement Agreement is accepted by
4 the Nevada Gaming Commission. Said payment shall be made by a method of electronic
5 payment approved by the Tax and License Division of the BOARD pursuant to NRS
6 353.1467. Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid
7 balance computed from the date payment is due until payment is made in full. In
8 addition, RESPONDENT agrees to have the following condition placed on its gaming
9 license:

10 a) RESPONDENT shall have suitable written procedures, which
11 include appropriate training, in place to prevent violations of the
12 standards and requirements relevant to its gaming and related
13 marketing activities including its website and links placed on its
14 website. These procedures and training shall specifically address
15 gaming which is not legal in Nevada under Nevada or federal law.

16 4. RESPONDENT agrees to donate a sum equal to any payments it received based
17 on the activities described in the Complaint to the Reno Problem Gaming Center or
18 similar entity approved by the BOARD Chair.

19 5. RESPONDENT wishes to state the following with regard to the
20 Complaint:

21 a) RESPONDENT did not operate an unlicensed interactive
22 gaming system in Nevada or elsewhere;

23 b) None of RESPONDENT's members, managers, or executive
24 officers knew or were aware that the websites employed by
25 RESPONDENT for promotional free-for-play casino games also offered
26 access to play-for-cash websites offered by off-shore internet gaming
27 providers. Further, RESPONDENT's actions did not constitute the
28 operation of improper internet play-for-cash websites but, instead, it is

1 acknowledged that the Affiliate Edge and Deck Media programs used
2 by RESPONDENT did, in fact, expose unlicensed interactive gaming
3 systems to RESPONDENT's customers; and

4 c) None of RESPONDENT's actions, or the actions of any of its
5 managers or employees, constituted intentional or knowing violations
6 of the various statutes or regulations described within the Complaint.

7 6. In consideration for the execution of this Settlement Agreement,
8 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
9 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
10 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
11 of their members, agents, and employees in their individual and representative
12 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
13 executions, claims, and demands whatsoever known or unknown, in law and equity, that
14 RESPONDENT ever had, now have, may have, or claim to have against any and all of the
15 persons or entities named in this paragraph arising out of, or by reason of, the
16 investigation of the allegations in the Complaint and this disciplinary action, NGC Case
17 No. 17-08, or any other matter relating thereto.

18 7. In consideration for the execution of this Settlement Agreement,
19 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada
20 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
21 and each of their members, agents, and employees in their individual and representative
22 capacities against any and all claims, suits and actions, brought against the persons
23 named in this paragraph by reason of the investigation of the allegations in the
24 Complaint, filed in this disciplinary action, NGC Case No. 17-08, and all other matters
25 relating thereto, and against any and all expenses, damages, charges and costs, including
26 court costs and attorney fees, which may be sustained by the persons and entities named
27 in this paragraph as a result of said claims, suits and actions.

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1 8. RESPONDENT enters into this Stipulation for Settlement freely and
2 voluntarily and acknowledges that RESPONDENT had an opportunity to consult with
3 counsel prior to entering into this Stipulation for Settlement. RESPONDENT further
4 acknowledges that this Stipulated Settlement is not the product of force, threats, or any
5 other form of coercion or duress, but is the product of discussions between
6 RESPONDENT and the attorney for the BOARD.

7 9. RESPONDENT and the BOARD acknowledge that this Settlement is made to
8 avoid litigation and economize resources. The parties agree and understand that this
9 Stipulation for Settlement is intended to operate as full and final settlement of the
10 Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC
11 Case No. 17-08.

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

22 11. RESPONDENT and the BOARD agree and understand that this Settlement
23 Agreement is intended to operate as full and final settlement of the Complaint filed in
24 NGC Case No. 17-08. The parties further agree and understand that any oral
25 representations are superseded by this Settlement Agreement and that only those terms
26 memorialized in writing herein shall be effective.

27 12. RESPONDENT agrees and understands that although this Settlement, if
28 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC

1 Case No. 17-08, that the allegations contained in the Complaint file in NGC Case No. 17-
2 08 and the terms of this Settlement Agreement may be considered by the BOARD and/or
3 the Nevada Gaming Commission, with regards to any and all applications by
4 RESPONDENT that are currently pending before the BOARD or the Nevada Gaming
5 Commission, or that are filed in the future with the BOARD.

6 13. RESPONDENT and the BOARD shall each bear their own costs incurred in
7 this disciplinary action, NGC Case No. 17-08.

8 14. RESPONDENT, by executing this Stipulation, affirmatively waives all notices
9 required by law for this matter including, but not limited to, notices concerning
10 consideration of the character or misconduct of a person (NRS 241.033), notices
11 concerning consideration of administrative action against a person (NRS 241.034), and
12 notices concerning hearings before the Nevada Gaming Commission (NRS 463.312).


13 Regardless of the waiver of legal notice requirements, the BOARD and Nevada Gaming
14 Commission will attempt to provide reasonable notice of the time and place of the
15 hearing. Further, in negotiating this settlement, RESPONDENT acknowledges that the
16 BOARD has provided RESPONDENT with the date and time of the Nevada Gaming
17 Commission hearing during which the BOARD anticipates the Nevada Gaming
18 Commission will consider approving this settlement.

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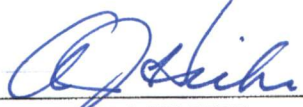
1 15. This Stipulated Settlement Agreement shall become effective immediately
2 upon approval by the Nevada Gaming Commission.

3 DATED this 11th day of May, 2018.

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5 BCH GAMING RENO, LLC
6 dba BOOMTOWN RENO

7 
8 ROBERT JOSEPH MEDEIROS
9 BOOMTOWN RENO
10 Chief Executive Officer

11 McDONALD CARANO

12 
13 A.J. "BUD" HICKS
14 Attorney for Respondents

NEVADA GAMING CONTROL BOARD

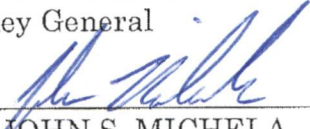
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16 BECKY HARRIS, Chairwoman

17 SHAWN R. REID, Member

18 
19 TERRY JOHNSON, Member

20 Submitted by:

21 ADAM PAUL LAXALT
22 Attorney General

23 By: 
24 JOHN S. MICHELA
25 Senior Deputy Attorney General
26 Gaming Division
27 5420 Kietzke Lane, Suite 202
28 Reno, Nevada 89511
Attorneys for Nevada Gaming
Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 17-08.

DATED this _____ day of _____, 2018.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman