



1 NGC 17-02

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3
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 NEVADA GAMING CONTROL BOARD,)

7 Complainant,)

8 vs.)

9 GAMING LABORATORIES)
10 INTERNATIONAL, LLC,)

11 Respondent.)

STIPULATION FOR SETTLEMENT
AND ORDER

12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
13 (BOARD), Complainant herein, filed a Complaint, NGC Case No. 17-02 (Complaint),
14 against the above-captioned RESPONDENT, GAMING LABORATORIES
15 INTERNATIONAL, LLC (GLI), alleging certain violations of the Nevada Gaming Control
16 Act and Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and
18 RESPONDENT that the Complaint, NGC Case No. 17-02, filed against RESPONDENT
19 in the above-entitled case, shall be settled on the following terms and conditions:

20 1. RESPONDENT admits each and every allegation set forth in the Complaint,
21 NGC Case No. 17-02.

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

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1 3. RESPONDENT agrees to pay a fine in the total amount of ONE HUNDRED
2 TWENTY FIVE THOUSAND DOLLARS and NO CENTS (\$125,000.00) electronically
3 transferred to the *State of Nevada-Nevada Gaming Commission* on the date this
4 Stipulation for Settlement is accepted by the Commission. Interest on the fine shall
5 accrue in accordance with Nevada Revised Statute (NRS) 17.130 on any unpaid balance
6 computed from the date payment is due until payment is made in full.

7 4. In accordance with authority granted pursuant to Nev. Gaming Comm'n Reg.
8 14.390(14) – (16) and as directed by the chair of the BOARD, RESPONDENT accepts and
9 agrees that for a period of two (2) years following the date this Stipulation for Settlement
10 is accepted by the Commission, the BOARD may, within each consecutive twelve (12)
11 month period, conduct up to three (3) evaluations and reviews of RESPONDENT to verify
12 compliance with all registration requirements and protocols. RESPONDENT further
13 agrees that it shall pay the costs incurred by the BOARD of any such evaluations and
14 reviews within thirty (30) days of receiving a BOARD invoice.

15 5. In consideration for the execution of this settlement agreement,
16 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
17 hereby releases and forever discharges the State of Nevada, the Commission, the
18 BOARD, the Nevada Attorney General and each of their members, agents, and employees
19 in their individual and representative capacities, from any and all manner of actions,
20 causes of action, suits, debts, judgments, executions, claims, and demands whatsoever
21 known or unknown, in law and equity, that RESPONDENT ever had, now has, may have,
22 or claim to have against any and all of the persons or entities named in this paragraph
23 arising out of, or by reason of, the investigation of the allegations in the Complaint and
24 this disciplinary action, NGC Case No. 17-02, or any other matter relating thereto.

25 6. In consideration for the execution of this settlement agreement, RESPONDENT
26 hereby indemnifies and holds harmless the State of Nevada, the Commission, the
27 BOARD, the Nevada Attorney General, and each of their members, agents, and
28 employees in their individual and representative capacities against any and all claims,

1 suits and actions, brought against the persons named in this paragraph by reason of the
2 investigation of the allegations in the Complaint, filed in this disciplinary action, NGC
3 Case No. 17-02, and all other matters relating thereto, and against any and all expenses,
4 damages, charges and costs, including court costs and attorney fees, which may be
5 sustained by the persons and entities named in this paragraph as a result of said claims,
6 suits and actions.

7 7. RESPONDENT enters into this Stipulation for Settlement freely and
8 voluntarily and with the assistance of legal counsel. RESPONDENT further
9 acknowledges that this Stipulated Settlement is not the product of force, threats, or any
10 other form of coercion or duress, but is the product of discussions between
11 RESPONDENT and the attorney for the BOARD.

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

18 9. RESPONDENT and the BOARD acknowledge that this settlement is made to
19 avoid litigation and economize resources. The parties agree and understand that this
20 Stipulation for Settlement is intended to operate as full and final settlement of the
21 Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC
22 Case No. 17-02.

23 10. RESPONDENT and the BOARD recognize and agree that the Commission has
24 the sole and absolute discretion to determine whether to accept this Stipulated
25 Settlement agreement. RESPONDENT and the BOARD hereby waive any right they
26 may have to challenge the impartiality of the Commission to hear the above-entitled case
27 on the matters embraced in the Complaint if the Commission determines not to accept
28 this Stipulated Settlement agreement. If the Commission does not accept the Stipulation

1 for Settlement, it shall be withdrawn as null and void and RESPONDENT'S admissions,
2 if any, that certain violations of the Nevada Gaming Control Act and the Regulations of
3 the Commission occurred shall be withdrawn.

4 11. RESPONDENT and the BOARD agree and understand that this settlement
5 agreement is intended to operate as full and final settlement of the Complaint filed in
6 NGC Case No. 17-02. The parties further agree and understand that any oral
7 representations are superseded by this settlement agreement and that only those terms
8 memorialized in writing herein shall be effective.

9 12. RESPONDENT agrees and understands that although this settlement, if
10 approved by the Commission, will settle the Complaint filed in NGC Case No. 17-02, that
11 the allegations contained in the Complaint filed in NGC Case No. 17-02 and the terms of
12 this settlement agreement may be considered by the BOARD and/or the Commission,
13 with regards to any and all applications by RESPONDENT that are currently pending
14 before the BOARD or the Commission, or that are filed in the future with the BOARD.

15 13. RESPONDENT and the BOARD shall each bear their own costs incurred in
16 this disciplinary action, NGC Case No. 17-02.


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

3 DATED this 21st day of June, 2018.

4 GAMING LABORATORIES
5 INTERNATIONAL, LLC
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7 KEVIN P. MULLALLY
8 General Counsel

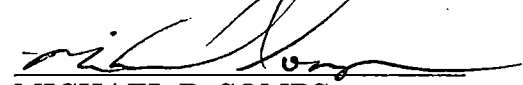
NEVADA GAMING CONTROL BOARD

BECKY HARRIS, Chairwoman

9 FENNEMORE CRAIG, P.C.
10
11 
12 DAN R. REASER
Attorneys for RESPONDENT


SHAWN R. REID, Member

TERRY JOHNSON, Member

Submitted by:


ADAM PAUL LAXALT
Attorney General

16 By 
17 MICHAEL P. SOMPS
18 Senior Deputy Attorney General
19 Gaming Division
20 5420 Kietzke Lane, Suite 202
Reno, Nevada 89511
Telephone: (775) 687-2124

ORDER

21 IT IS SO ORDERED in NGC Case No. 17-02.

22 DATED this 26th day of July, 2018.

24 NEVADA GAMING COMMISSION
25 
26 TONY ALAMO, M.D., Chairman