



1 NGC 20-04

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4 **STATE OF NEVADA**  
5 **BEFORE THE NEVADA GAMING COMMISSION**  
6

7 NEVADA GAMING CONTROL BOARD,

8 Complainant,

9 vs.

**STIPULATION FOR SETTLEMENT**  
**AND ORDER**

10 C.O.D. CASINO CORPORATION,  
11 dba: COD CASINO;

12 CARSON CACTUS JACK'S  
13 CORPORATION,  
14 dba: CACTUS JACK'S SENATOR CLUB;

15 and

16 CARSON BONANZA CORPORATION,  
17 dba: JACKPOT CROSSING CASINO;

18 Respondents.

19 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
20 (BOARD), Complainant herein, filed a First Amended Complaint, NGC Case No. 20-04,  
21 against the above-captioned RESPONDENTS, C.O.D. CASINO CORPORATION, dba:  
22 COD CASINO; CARSON CACTUS JACK'S CORPORATION, dba: CACTUS JACK'S  
23 SENATOR CLUB; and CARSON BONANZA CORPORATION, dba: JACKPOT  
24 CROSSING CASINO (Collectively RESPONDENTS), all Group II licensees, alleging  
25 certain violations of the Nevada Gaming Control Act and Regulations of the Nevada  
26 Gaming Commission.

27 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and  
28 RESPONDENTS that the Complaint, NGC Case No. 20-04, filed against RESPONDENTS  
in the above-entitled case, shall be settled on the following terms and conditions:

1           1.   RESPONDENTS admit each and every allegation set forth in the Complaint,  
2 NGC Case No. 20-04.

3           2.   RESPONDENTS fully understand and voluntarily waive the right to a public  
4 hearing on the charges and allegations set forth in the Complaint, the right to present and  
5 cross-examine witnesses, the right to a written decision on the merits of the Complaint,  
6 which must contain findings of fact and a determination of the issues presented, and the  
7 right to obtain judicial review of the Nevada Gaming Commission's (Commission) decision.

8           3.   RESPONDENTS agree to pay a fine in the total amount of THIRTY  
9 THOUSAND DOLLARS and NO CENTS (\$30,000.00) electronically transferred to the  
10 *State of Nevada-Nevada Gaming Commission* on the date this Stipulation for Settlement  
11 is accepted by the Commission. Interest on the fine shall accrue in accordance with Nevada  
12 Revised Statute (NRS) 17.130 on any unpaid balance computed from the date payment is  
13 due until payment is made in full.

14           4.   In consideration for the execution of this settlement agreement,  
15 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and  
16 assigns, hereby releases and forever discharges the State of Nevada, the Commission, the  
17 BOARD, the Nevada Attorney General and each of their members, agents, and employees  
18 in their individual and representative capacities, from any and all manner of actions,  
19 causes of action, suits, debts, judgments, executions, claims, and demands whatsoever  
20 known or unknown, in law and equity, that RESPONDENTS ever had, now have, may  
21 have, or claim to have against any and all of the persons or entities named in this  
22 paragraph arising out of, or by reason of, the investigation of the allegations in the  
23 Complaint and this disciplinary action, NGC Case No. 20-04, or any other matter relating  
24 thereto.

25           5.   In consideration for the execution of this settlement agreement,  
26 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the  
27 Commission, the BOARD, the Nevada Attorney General, and each of their members,  
28 agents, and employees in their individual and representative capacities against any and

1 all claims, suits and actions, brought against the persons named in this paragraph by  
2 reason of the investigation of the allegations in the Complaint, filed in this disciplinary  
3 action, NGC Case No. 20-04, and all other matters relating thereto, and against any and  
4 all expenses, damages, charges and costs, including court costs and attorney fees, which  
5 may be sustained by the persons and entities named in this paragraph as a result of said  
6 claims, suits and actions.

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

12 7. RESPONDENTS affirmatively represent that if RESPONDENTS, 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 court  
17 has already approved this Stipulation for Settlement and Order.

18 8. RESPONDENTS 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 RESPONDENTS in the above-entitled disciplinary case, NGC  
22 Case No. 20-04.

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

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

4 10. RESPONDENTS 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 NGC  
6 Case No. 20-04. The parties further agree and understand that any oral representations  
7 are superseded by this settlement agreement and that only those terms memorialized in  
8 writing herein shall be effective.

9 11. RESPONDENTS agree and understand that although this settlement, if  
10 approved by the Commission, will settle the Complaint filed in NGC Case No. 20-04, that  
11 the allegations contained in the Complaint filed in NGC Case No. 20-04, and the terms of  
12 this settlement agreement may be considered by the BOARD and/or the Commission, with  
13 regards to any and all applications by RESPONDENTS that are currently pending before  
14 the BOARD or the Commission, or that are filed in the future with the BOARD.

15 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in  
16 this disciplinary action, NGC Case No. 20-04.

17 13. RESPONDENTS, by executing this Stipulation for Settlement, affirmatively  
18 waive 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), notices  
20 concerning consideration of administrative action against a person (NRS 241.034), and  
21 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, RESPONDENTS acknowledge that the BOARD has provided  
25 RESPONDENTS with the date and time of the Commission hearing during which the  
26 BOARD anticipates the Commission will consider approving this settlement.

27 . . .

28 . . .

1 14. This Stipulated Settlement agreement shall become effective immediately upon  
2 approval by the Commission.

3 DATED this 31st day of August, 2020.

4 C.O.D. CASINO CORPORATION,  
5 dba: COD CASINO;

6 CARSON CACTUS JACK'S  
7 CORPORATION,  
8 dba: CACTUS JACK'S  
9 SENATOR CLUB;

10 CARSON BONANZA  
11 CORPORATION,  
12 dba: JACKPOT CROSSING  
13 CASINO

NEVADA GAMING CONTROL BOARD

  
SANDRA MORGAN, Chairwoman

  
TERRY JOHNSON, Member

  
PHILIP KATSAROS, Member

14 By:  
15 DAVID SCOTT TATE, President  
16 C.O.D. Casino Corporation  
17 Carson Cactus Jack's Corporation  
18 Carson Bonanza Corporation

19 KEITH LEE, Esq.  
20 Attorney for RESPONDENTS

Submitted by:

AARON D. FORD  
Attorney General

21 By   
22 MICHAEL P. SOMPS  
23 Senior Deputy Attorney General  
24 Gaming Division  
25 5420 Kietzke Lane, Suite 202  
26 Reno, Nevada 89511  
27 Telephone: (775) 687-2124  
28 Attorneys for Nevada Gaming Control Board

**ORDER**

IT IS SO ORDERED in NGC Case No. 20-04.

DATED this 24th day of September, 2020.

NEVADA GAMING COMMISSION

  
JOHN T. MORAN, Jr. Chairman

1 14. This Stipulated Settlement agreement shall become effective immediately upon  
2 approval by the Commission.

3 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

4 C.O.D. CASINO CORPORATION,  
5 dba: COD CASINO;

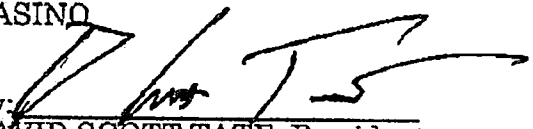
NEVADA GAMING CONTROL BOARD

6 CARSON CACTUS JACK'S  
7 CORPORATION,  
8 dba: CACTUS JACK'S  
9 SENATOR CLUB;

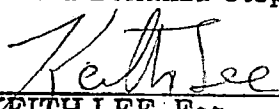
SANDRA MORGAN, Chairwoman

10 CARSON BONANZA  
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14   
15 By: DAVID SCOTT TATE, President  
16 C.O.D. Casino Corporation  
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18 Carson Bonanza Corporation

PHILIP KATSAROS, Member

19   
20 KEITH LEE, Esq.  
21 Attorney for RESPONDENTS

Submitted by:

AARON D. FORD  
Attorney General

22 By MICHAEL P. SOMPS  
23 Senior Deputy Attorney General  
24 Gaming Division  
25 5420 Kietzke Lane, Suite 202  
26 Reno, Nevada 89511  
27 Telephone: (775) 687-2124  
28 Attorneys for Nevada Gaming Control Board

**ORDER**

IT IS SO ORDERED in NGC Case No. 20-04.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NEVADA GAMING COMMISSION

JOHN T. MORAN, Jr. Chairman