

1 NGC 21-01

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5 **STATE OF NEVADA**

6 **BEFORE THE NEVADA GAMING COMMISSION**

7 NEVADA GAMING CONTROL BOARD,

8 Complainant,

9 vs.

10 MGNV, LLC dba
11 MOHEGAN SUN CASINO LAS VEGAS,

12 Respondent.

**STIPULATION FOR SETTLEMENT
AND ORDER**

13 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
14 (BOARD), Complainant herein filed and served a Complaint, NGC Case No. 21-01, against
15 the above-captioned RESPONDENT alleging certain violations of the Nevada Gaming
16 Control Act and Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
18 that the Complaint, NGC Case No. 21-01, filed against RESPONDENT in the above-
19 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. 21-01.

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 and
24 cross-examine witnesses, the right to a written decision on the merits of the Complaint,
25 which must contain findings of fact and a determination of the issues presented, and the
26 right to obtain judicial review of the Nevada Gaming Commission's decision.

27 3. RESPONDENT agrees to pay a fine in the amount of SIXTY THOUSAND
28 DOLLARS and NO CENTS (\$60,000.00) electronically transferred to the *State of Nevada*,

1 Nevada Gaming Commission no later than one business day after this stipulated
2 settlement agreement is accepted by the Nevada Gaming Commission. Said payment shall
3 be made by a method of electronic payment approved by the Tax and License Division of
4 the BOARD pursuant to NRS 353.1467. Interest on the fine shall accrue pursuant to NRS
5 17.130 on any unpaid balance computed from the date payment is due until payment is
6 made in full.

7 4. In consideration for the execution of this Stipulation for Settlement,
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 capacities,
12 from any and all manner of actions, causes of action, suits, debts, judgments, executions,
13 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 investigation
16 of the allegations in the Complaint and this disciplinary action, NGC Case No. 21-01, or
17 any other matter relating thereto.

18 5. In consideration for the execution of this Stipulation for Settlement,
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 named
23 in this paragraph by reason of the investigation of the allegations in the Complaint, filed
24 in this disciplinary action, NGC Case No. 21-01, and all other matters relating thereto, and
25 against any and all expenses, damages, charges and costs, including court costs and
26 attorney fees, which may be sustained by the persons and entities named in this paragraph
27 as a result of said claims, suits and actions.

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1 6. 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 Stipulation for Settlement is not the product of force, threats, or
5 any other form of coercion or duress, but is the product of discussions between
6 RESPONDENT and the attorney for the BOARD.

7 7. RESPONDENT and the BOARD acknowledge that this Stipulation for
8 Settlement is made to avoid litigation and economize resources. The parties agree and
9 understand that this Stipulation for Settlement is intended to operate as full and final
10 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
11 case, NGC Case No. 21-01.

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

22 9. RESPONDENT and the BOARD agree and understand that this Stipulation for
23 Settlement is intended to operate as the full and final settlement of the Complaint filed in
24 NGC Case No. 21-01. The parties further agree and understand that any oral
25 representations are superseded by this Stipulation for Settlement and that only those
26 terms memorialized in writing herein shall be effective.

27 10. RESPONDENT agrees and understands that although this Stipulation for
28 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed

1 in NGC Case No. 21-01, that the allegations contained in the Complaint filed in NGC Case
2 No. 21-01, and the terms of this Stipulation for Settlement, may be considered by the
3 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications
4 by 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 11. RESPONDENT and the BOARD shall each bear their own costs incurred in this
7 disciplinary action, NGC Case No. 21-01.

8 12. RESPONDENT, by executing this Stipulation for Settlement, affirmatively
9 waives all notices required by law for this matter including, but not limited to, notices
10 concerning consideration of the character or misconduct of a person (Nevada Revised
11 Statute (NRS) 241.033), notices concerning consideration of administrative action against
12 a person (NRS 241.034), and notices concerning hearings before the Nevada Gaming
13 Commission (NRS 463.312). Regardless of the waiver of legal notice requirements, the
14 BOARD and Nevada Gaming Commission will attempt to provide reasonable notice of the
15 time and place of the hearing. Further, in negotiating this Stipulation for Settlement,
16 RESPONDENT acknowledges that the BOARD has provided RESPONDENT with the date
17 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates
18 the Nevada Gaming Commission will consider approving this Stipulation for Settlement.

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1 13. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Nevada Gaming Commission.

3 DATED this 26th day of May, 2021.

4 MGNV, LLC, dba
5 MOHEGAN SUN CASINO LAS VEGAS

6 
7 RAYMOND PAUL PINEAULT
8 President/Manager

8 REID RUBINSTEIN BOGATZ
9 

10 MARC H. RUBINSTEIN
11 Attorney for Respondents

NEVADA GAMING CONTROL BOARD


J. BRIN GIBSON, Chairman


PHILIP KATSAROS, Member


BRITTNE WATKINS, Member

Submitted by:

AARON D. FORD
Attorney General

By: 

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Attorneys for the Nevada Gaming Control Board

21 **ORDER**

22 IT IS SO ORDERED in NGC Case No. 21-01.

23 DATED this _____ day of _____, 2021.

24 NEVADA GAMING COMMISSION

25 _____
26 JOHN T. MORAN, JR., Chairman
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