

RECEIVED/FILED
MAR 2 2009
NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

1 NGC 08-16

2
3
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 STATE GAMING CONTROL BOARD,

7 Complainant,

8 vs.

9 DUNG SO TRUONG and
10 LY SIEK TRUONG,
100% Joint Tenants, dba
11 LAUNDRY LOUNGE

Respondents.

STIPULATION FOR
SETTLEMENT AND ORDER

12 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
13 Complainant herein, filed and served a Complaint, NGC Case No. 08-16, against the above-
14 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
15 Regulations of the Nevada Gaming Commission.

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

- 19 1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
20 Case No. 08-16.
- 21 2. RESPONDENTS fully understand and voluntarily waives the right to a public
22 hearing on the charges and allegations set forth in the Complaint, the right to present and
23 cross-examine witnesses, the right to a written decision on the merits of the Complaint, which
24 must contain findings of fact and a determination of the issues presented, and the right to
25 obtain judicial review of the Nevada Gaming Commission's decision.
- 26 3. RESPONDENTS agree to pay a fine in the total amount of ONE THOUSAND FIVE
27 HUNDRED DOLLARS (\$1,500.00) made payable to the *State of Nevada-Nevada Gaming*
28 *Commission* on the date this stipulated settlement agreement is accepted by the Nevada

Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

1 Gaming Commission in full settlement and satisfaction of the allegations set forth in the
2 Complaint, NGC Case No. 08-16. Interest on the fine shall accrue at 5.25 percent per annum
3 on any unpaid balance computed from the date payment is due until payment is made in full.

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

15 5. In consideration for the execution of this settlement agreement, RESPONDENTS
16 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
17 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
18 agents, and employees in their individual and representative capacities against any and all
19 claims, suits and actions, brought against the persons named in this paragraph by reason of
20 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
21 No. 08-16, and all other matters relating thereto, and against any and all expenses, damages,
22 charges and costs, including court costs and attorney fees, which may be sustained by the
23 persons and entities named in this paragraph as a result of said claims, suits and actions.

24 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
25 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
26 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
27 stipulated settlement is not the product of force, threats, or any other form of coercion or
28

1 duress, but is the product of discussions between RESPONDENTS and the attorney for the
2 BOARD.

3 7. RESPONDENTS and the BOARD acknowledge that this settlement is made to
4 avoid litigation and economize resources. The parties agree and understand that this
5 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
6 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 08-16.

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

17 9. RESPONDENTS and the BOARD agree and understand that this settlement
18 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
19 Case No. 08-16. The parties further agree and understand that any oral representations are
20 superseded by this settlement agreement and that only those terms memorialized in writing
21 herein shall be effective.

22 10. RESPONDENTS agree and understand that although this settlement, if approved
23 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 08-16,
24 that the allegations contained in the Complaint file in NGC Case No. 08-16 and the terms of
25 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
26 Commission, with regards to any and all applications by RESPONDENTS that are currently
27 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
28 with the BOARD.

1 11. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
2 disciplinary action, NGC Case No. 08-16.

3 12. This stipulated settlement agreement shall become effective immediately upon
4 approval by the Nevada Gaming Commission.

5 DATED this PER day of 10-, 2009.

7 DUNG SO TRUONG and
8 LY SIEK TRUONG
9 100% Joint Tenants, dba
10 LAUNDRY LOUNGE

10 DUNG SO TRUONG, Respondent

12 LY SIEK TRUONG, Respondent

STATE GAMING CONTROL BOARD

Dennis K. Neilander
DENNIS K. NEILANDER, Chairman

Randall E. Sayre
RANDALL E. SAYRE, Member

Mark A. Lipparelli
MARK A. LIPPARELLI, Member

14 Submitted by:

15 CATHERINE CORTEZ MASTO
16 Attorney General

17 By:

Michael P. Somps
MICHAEL P. SOMPS
18 Senior Deputy Attorney General
19 Gaming Division

Attorneys for State Gaming Control Board

20 ORDER

21 IT IS SO ORDERED in NGC Case No. 08-16.

22 DATED this 19TH day of March, 2009.

23 NEVADA GAMING COMMISSION

Peter Bernhard
24 PETER BERNHARD, Chairman
25
26
27
28