

1 NGC 08-19

2
3 **STATE OF NEVADA**
4 **BEFORE THE NEVADA GAMING COMMISSION**

5 STATE GAMING CONTROL BOARD,)

6 Complainant,

7 vs.

8 LAS VEGAS GAMING, INC.,)

9 Respondent.
10

**STIPULATION FOR
SETTLEMENT AND ORDER**

11 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
12 Complainant herein, filed a Complaint, NGC Case No. 08-19, against the above-captioned
13 RESPONDENT alleging certain violations of the Nevada Gaming Control Act and Regulations
14 of the Nevada Gaming Commission.

15 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
16 that the Complaint, NGC Case No. 08-19, filed against RESPONDENT in the above-entitled
17 case shall be settled on the following terms and conditions:

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

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

25 3. RESPONDENT agrees to pay a fine in the total amount of TEN THOUSAND
26 DOLLARS (\$10,000.00) in full settlement and satisfaction of the allegations set forth in the
27 Complaint, NGC Case No. 08-19. Said fine shall be electronically transferred to the *State of*
28 *Nevada-Nevada Gaming Commission* on or before the date this stipulated settlement

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

1 agreement is accepted by the Nevada Gaming Commission. Further, said fine shall be made
2 by a method of electronic payment approved by the Tax and License Division of the Board
3 pursuant to NRS 353.1467. Interest on the fine shall accrue at 5.25 percent per annum on
4 any unpaid balance computed from the date payment is due until payment is made in full.

5 4. In consideration for the execution of this settlement agreement, RESPONDENT, for
6 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
7 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada
8 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
9 employees in their individual and representative capacities, from any and all manner of
10 actions, causes of action, suits, debts, judgments, executions, claims, and demands
11 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
12 may have, or claim to have against any and all of the persons or entities named in this
13 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
14 and this disciplinary action, NGC Case No. 08-19, or any other matter relating thereto.

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

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

3 7. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
4 litigation and economize resources. The parties agree and understand that this Stipulation for
5 Settlement is intended to operate as full and final settlement of the Complaint filed against
6 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 08-19.

7 8. RESPONDENT 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. RESPONDENT 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 RESPONDENT'S 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. RESPONDENT 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. 08-19. 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.

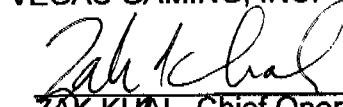
22 10. RESPONDENT agrees and understands that although this settlement, if approved
23 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 08-19,
24 that the allegations contained in the Complaint file in NGC Case No. 08-19 and the terms of
25 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
26 Commission, with regards to any and all applications by RESPONDENT that are currently
27 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
28 with the BOARD.

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1 11. RESPONDENT and the BOARD shall each bear their own costs incurred in this
2 disciplinary action, NGC Case No. 08-19.

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

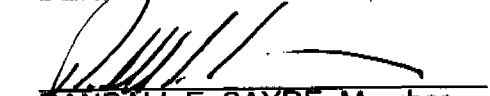
5 DATED this _____ day of _____, 2009.

6 LAS VEGAS GAMING, INC.
7 By: 
8 ZAK KHAL, Chief Operating Officer
9 Respondent

STATE GAMING CONTROL BOARD

DENNIS K. NEILANDER, Chairman

10 
11 ANTHONY CABOT, Esq.
12 Attorney for Respondent


RANDALL E. SAYRE, Member


MARK A. LIPPARELLI, Member

13 Submitted by:
14 CATHERINE CORTEZ MASTO
15 Attorney General

16 By: 
17 MICHAEL P. SOMPS
18 Senior Deputy Attorney General
19 Gaming Division

20 Attorneys for State Gaming Control Board

ORDER

21 IT IS SO ORDERED in NGC Case No. 08-19.

22 DATED this 16TH day of April, 2009.

23 NEVADA GAMING COMMISSION

24 PETER BERNHARD, Chairman

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