

1 NGC 09-04

2 STATE OF NEVADA

3 BEFORE THE NEVADA GAMING COMMISSION

4 STATE GAMING CONTROL BOARD,)
 5 Complainant,)
 6 vs.)
 7 SAM ELIAS HAMIKA, a Sole Proprietorship,)
 8 dba KWIKY MINI MART, 790 North Eastern)
 Avenue, and)
 9 SAM ELIAS HAMIKA, a Sole Proprietorship,)
 dba KWIKY MINI MART, 1955 East)
 Tropicana Avenue,)
 10 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. 09-04, 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. 09-04, 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,
20 NGC Case No. 09-04.

21 2. RESPONDENTS fully understand and voluntarily waive 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 THREE THOUSAND DOLLARS and NO CENTS
27 (\$3,000.00) made payable to the *State of Nevada-Nevada Gaming Commission* on the date

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

1 this stipulated settlement agreement is accepted by the Nevada Gaming Commission in full
2 settlement and satisfaction of the allegations set forth in the Complaint, NGC Case No. 09-04.
3 Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid balance computed
4 from the date payment is due until payment is made in full.

5 4. RESPONDENTS affirmatively represent that they have filed and completed all
6 required gaming applications and reports with the BOARD, and that they have paid all
7 necessary application fees associated with the gaming applications.

8 5. In consideration for the execution of this settlement agreement,
9 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and
10 assigns, hereby releases and forever discharges the State of Nevada, the Nevada Gaming
11 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of
12 their members, agents, and employees in their individual and representative capacities, from
13 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims,
14 and demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever
15 had, now have, may have, or claim to have against any and all of the persons or entities
16 named in this paragraph arising out of, or by reason of, the investigation of the allegations in
17 the Complaint and this disciplinary action, NGC Case No. 09-04, or any other matter relating
18 thereto.

19 6. In consideration for the execution of this settlement agreement,
20 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the Nevada
21 Gaming Commission, the State Gaming Control Board, the Nevada Attorney General, and
22 each of their members, agents, and employees in their individual and representative
23 capacities against any and all claims, suits and actions, brought against the persons named in
24 this paragraph by reason of the investigation of the allegations in the Complaint, filed in this
25 disciplinary action, NGC Case No. 09-04, and all other matters relating thereto, and against
26 any and all expenses, damages, charges and costs, including court costs and attorney fees,

27

1 which may be sustained by the persons and entities named in this paragraph as a result of
2 said claims, suits and actions.

3 7. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily
4 and acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
5 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
6 stipulated settlement is not the product of force, threats, or any other form of coercion or
7 duress, but is the product of discussions between RESPONDENTS and the attorney for the
8 BOARD.

9 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
10 avoid litigation and economize resources. The parties agree and understand that this
11 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
12 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 09-04.

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

23 10. RESPONDENTS and the BOARD agree and understand that this settlement
24 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
25 Case No. 09-04. The parties further agree and understand that any oral representations are
26 superseded by this settlement agreement and that only those terms memorialized in writing
27 herein shall be effective.

1 11. RESPONDENTS agree and understand that although this settlement, if
2 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.
3 09-04, that the allegations contained in the Complaint file in NGC Case No. 09-04 and the
4 terms of this settlement agreement may be considered by the BOARD and/or the Nevada
5 Gaming Commission, with regards to any and all applications by RESPONDENTS that are
6 currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in
7 the future with the BOARD.

8 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in
9 this disciplinary action, NGC Case No. 09-04.


10 14. This stipulated settlement agreement shall become effective immediately upon
11 approval by the Nevada Gaming Commission.

12 DATED this 2 day of NOV, 2009.

13 SAM ELIAS HAMIKA, a Sole Proprietorship,
14 DbA KWIKI MINI MART, 790 North Eastern
15 Avenue, and
16 SAM ELIAS HAMIKA, a Sole Proprietorship,
17 DbA KWIKI MINI MART, 1955 East Tropicana
18 Avenue

19 By: 
20 SAM ELIAS HAMIKA
21 Sole Proprietor

22 Submitted by:
23 CATHERINE CORTEZ MASTO
24 Attorney General

25 By: 
26 JOHN S. MICHELA, Deputy Attorney General
27 Gaming Division
Attorneys for State Gaming Control Board

STATE GAMING CONTROL BOARD


DENNIS K. NEILANDER, Chairman


RANDALL E. SAYRE, Member


MARK A. LIPPARELLI, Member

ORDER

IT IS SO ORDERED in NGC Case No. 09-04.

DATED this 17 day of December, 2009.

NEVADA GAMING COMMISSION


PETER C. BERNHARD, Chairman