

1 NGC 10-08

2 STATE OF NEVADA

3 BEFORE THE NEVADA GAMING COMMISSION

4 STATE GAMING CONTROL BOARD,)

5 Complainant,)

6 vs.)

7 CAPADO GAMING CORPORATION,)

8 Respondent.)

STIPULATION FOR SETTLEMENT
AND ORDER

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11 The State of Nevada, on relation of its GAMING CONTROL BOARD (BOARD),
12 Complainant herein, filed and served a Complaint in NGC Case No. 10-08, against CAPADO
13 GAMING CORPORATION (hereinafter referred to as RESPONDENT), alleging certain
14 violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming
15 Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
17 that the Complaint, NGC Case No. 10-08, filed against RESPONDENT in the above-entitled
18 case shall be settled on the following terms and conditions:

19 1. RESPONDENT admits each and every allegation of fact set forth in the
20 Complaint, NGC Case No. 10-08, and will not contest any conclusion set forth therein.

21 2. RESPONDENT fully understands 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. RESPONDENT agrees to pay to the State of Nevada-Nevada Gaming
27 Commission in full settlement and satisfaction of the allegations set forth in the Complaint,
28 NGC Case No. 10-08, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

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Las Vegas, Nevada 89101

1 The RESPONDENT may pay the full amount of the fine on or before the date the Nevada
2 Gaming Commission accepts this Stipulation for Settlement, or may elect to make two
3 installment payments. If the RESPONDENT elects to make two payments:

4 a. RESPONDENT shall execute a Statement of Confession of Judgment for
5 the full amount of the fine, plus interest, and all legal fees and other costs relating to the
6 collection of the judgment.

7 b. RESPONDENT shall pay the first of the two installments on or before the
8 date this Stipulation for Settlement is accepted by the Nevada Gaming Commission.

9 c. The first installment payment shall be equal to or greater than ONE
10 THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250), which is one-half of the total
11 amount of the fine.

12 d. The second installment payment shall equal the outstanding balance
13 owed on the fine, and shall be payable on or before the day of the regularly scheduled
14 meeting of the Nevada Gaming Commission in the month following the month this
15 Stipulation for Settlement becomes effective.

16 e. Interest shall accrue at 5.25 percent per annum on any unpaid amount of
17 either installment payment and shall be computed from the date the relevant
18 installment payment became due until the installment payment and any accrued
19 interest is made in full.

20 f. Any late payments will first be applied to any outstanding amounts owed
21 relating to the first installment, then to any amounts owed relating to the second
22 installment.

23 g. RESPONDENT's failure to make the payments pursuant to the payment
24 schedule set forth herein shall constitute grounds for further disciplinary action pursuant
25 to NRS 463.310.

26 4. In consideration for the execution of this settlement agreement, RESPONDENT,
27 for itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
28 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada

1 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
2 employees in their individual and representative capacities, from any and all manner of
3 actions, causes of action, suits, debts, judgments, executions, claims, and demands
4 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
5 may have, or claims to have against any and all of the persons or entities named in this
6 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint,
7 this disciplinary action, NGC Case No. 10-08, or any other matter relating thereto.

8 5. In consideration for the execution of this settlement agreement, RESPONDENT
9 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
10 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of
11 their members, agents, and employees in their individual and representative capacities
12 against any and all claims, suits and actions, brought against the persons named in this
13 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
14 disciplinary action, NGC Case No. 10-08, and all other matters relating thereto, and against
15 any and all expenses, damages, charges and costs, including court costs and attorney fees,
16 which may be sustained by the persons and entities named in this paragraph as a result of
17 said claims, suits and actions.

18 6. RESPONDENT enters into this stipulation for settlement freely and voluntarily,
19 and with the assistance of legal counsel. RESPONDENT acknowledges that this stipulated
20 settlement is not the product of force, threats, or any other form of coercion or duress, but is
21 the product of discussions between legal counsel for RESPONDENT and the attorney for the
22 BOARD.

23 7. RESPONDENT affirmatively represents that if RESPONDENT, this Stipulation
24 for Settlement and Order, and/or any amounts distributed under this stipulation and order are
25 subject to, or will become subject to, the jurisdiction of any bankruptcy court, the bankruptcy
26 court's approval is not necessary for this Stipulation for Settlement and Order to become
27 effective, or that the bankruptcy court has already approved this Stipulation for Settlement and
28 Order.

1 8. RESPONDENT and the BOARD acknowledge that this settlement is made to
2 avoid litigation and economize resources. The parties agree and understand that this
3 Stipulation for Settlement and Order is intended to operate as full and final settlement of the
4 Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No.
5 10-08.

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

16 10. RESPONDENT and the BOARD agree and understand that this settlement
17 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
18 Case No. 10-08. The parties further agree and understand that any oral representations are
19 superseded by this settlement agreement and that only those terms memorialized in writing
20 herein shall be effective.

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

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1 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this
2 disciplinary action, NGC Case No. 10-08.

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

5 DATED this 2 day of Sept 2010

6 CAPADO GAMING CORPORATION

STATE GAMING CONTROL BOARD

7
8 By: 

DOYLE J. DAVIS
President

9
10 By: 

DENNIS K. NEILANDER, Chairman

11
12 HOLLAND & HART, LLP

13
14 RANDALL E. SAYRE, Member

15
16 By: 

SCOTT SCHERER, ESQ
777 East William Street, Suite 200
Carson City, Nevada 89701

17
18 By: 

MARK A. LIPPARELLI, Member

19
20 Attorney for RESPONDENT

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22 Submitted by:

23
24 CATHERINE CORTEZ MASTO
Attorney General

25
26 By: 

EDWARD L. MAGAW
Deputy Attorney General
Gaming Division

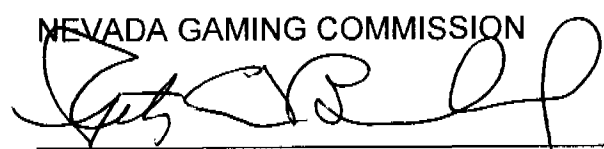
27
28 Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 10-08.

DATED this 21 day of October 2010.

NEVADA GAMING COMMISSION


PETER C. BERNHARD, Chairman