



1 NGC 11-03

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**STATE OF NEVADA**

4

**BEFORE THE NEVADA GAMING COMMISSION**

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6 STATE GAMING CONTROL BOARD,

7

Complainant,

8

vs.

**STIPULATION FOR  
SETTLEMENT AND ORDER**

9

AA GAMING, INC.,  
dba HIGH SIERRA BREWING CO.,

10

and

11

ALAN H. ADAMS,

12

Respondents.

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint, NGC Case No. 11-03 against the above-captioned RESPONDENTS, AA GAMING, INC., dba HIGH SIERRA BREWING, CO. and ALAN H. ADAMS, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS that the Complaint, NGC Case No. 11-03, filed against RESPONDENTS in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC Case No. 11-03.

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

3. RESPONDENTS agree to pay a fine in the total amount of TWO THOUSAND

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

1 DOLLARS (\$2,000.00) made payable to the *STATE OF NEVADA-NEVADA GAMING COMMISSION* on  
2 the date this stipulated settlement agreement is accepted by the Nevada Gaming  
3 Commission. Interest on the fine shall accrue at 5.25 percent per annum on any unpaid  
4 balance computed from the date payment is due until payment is made in full.

5 4. On the date this stipulated settlement agreement is accepted by the Nevada Gaming  
6 Commission, RESPONDENTS agree that the nonrestricted license to conduct gaming issued  
7 to AA Gaming, Inc., dba High Sierra Brewery and the license issued to Alan H. Adams as  
8 President of AA Gaming, Inc. dba High Sierra Brewery shall be deemed surrendered.

9 5. In consideration for the execution of this settlement agreement, RESPONDENTS,  
10 for themselves, their heirs, executors, administrators, successors, and assigns, hereby  
11 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the  
12 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,  
13 agents, and employees in their individual and representative capacities, from any and all  
14 manner of actions, causes of action, suits, debts, judgments, executions, claims, and  
15 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,  
16 now have, may have, or claim to have against any and all of the persons or entities named in  
17 this paragraph arising out of, or by reason of, the investigation of the allegations in the  
18 Complaint and this disciplinary action, NGC Case No. 11-03, or any other matter relating  
19 thereto.

20 6. In consideration for the execution of this settlement agreement, RESPONDENTS  
21 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,  
22 the State Gaming Control Board, the Nevada Attorney General, and each of their members,  
23 agents, and employees in their individual and representative capacities against any and all  
24 claims, suits and actions, brought against the persons named in this paragraph by reason of  
25 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case  
26 No. 11-03, and all other matters relating thereto, and against any and all expenses, damages,  
27 charges and costs, including court costs and attorney fees, which may be sustained by the  
28 persons and entities named in this paragraph as a result of said claims, suits and actions.

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

7           8. RESPONDENTS and the BOARD acknowledge that this settlement is made to  
8 avoid litigation and economize resources. The parties agree and understand that this  
9 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint  
10 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 11-03.

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

21           10. RESPONDENTS and the BOARD agree and understand that this settlement  
22 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
23 Case No. 11-03. The parties further agree and understand that any oral representations are  
24 superseded by this settlement agreement and that only those terms memorialized in writing  
25 herein shall be effective.

26           11. RESPONDENTS agree and understand that although this settlement, if approved  
27 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 11-03,  
28 that the allegations contained in the Complaint filed in NGC Case No. 11-03 and the terms of


1 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming  
2 Commission, with regards to any and all applications by RESPONDENTS that are currently  
3 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future  
4 with the BOARD.

5 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this  
6 disciplinary action, NGC Case No. 11-03.

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

9 DATED this 21<sup>st</sup> day of February, 2012.

STATE GAMING CONTROL BOARD

11   
12 ALAN A. ADAMS, on behalf of himself  
13 and as President of AA GAMING, INC.


  
MARK A. LIPPARELLI, Chairman

14   
15 STEVE NEIGHBORS,  
16 Guardian of the Estate of ALAN ADAMS

  
A.G. BURNETT, Member

  
SHAWN R. REID, Member

17 Submitted by:  
18 CATHERINE CORTEZ MASTO  
19 Attorney General

20 By:   
21 MICHAEL P. SOMPS  
22 Senior Deputy Attorney General  
23 Gaming Division

24 Attorneys for State Gaming Control Board

ORDER

25 IT IS SO ORDERED in NGC Case No. 11-03.  
26 DATED this 22 day of March, 2012.

27 NEVADA GAMING COMMISSION  
  
28 PETER BERNHARD, Chairman

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