



1 NGC 12-08

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**STATE OF NEVADA
BEFORE THE NEVADA GAMING COMMISSION**

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6 STATE GAMING CONTROL BOARD,

7

Complainant,

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vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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J.P.P.J OF NEVADA, INC., dba MARDI
GRAS INN; PHILIPPE FRANCOIS
JARAMILLO,

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Respondents.

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

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
that the Complaint, NGC Case No. 12-08, filed against RESPONDENTS in the above-entitled
case shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
Case No. 12-08.

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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.

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3. RESPONDENTS agree to pay THREE THOUSAND FIVE HUNDRED DOLLARS
and NO CENTS (\$3,500.00) to the *State of Nevada-Nevada Gaming Commission* on the date
this stipulated settlement agreement is accepted by the Nevada Gaming Commission in full

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1 settlement and satisfaction of the allegations set forth in the Complaint, NGC Case No. 12-08.
2 Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid balance computed
3 from the date payment is due until payment is made in full.

4 4. Respondents wish to state the following with regard to the complaint:

5 a. J.P.P.J. of Nevada, Inc., doing business as Mardi Gras Inn (the "Company"),
6 and Philippe F. Jaramillo, its part owner, vice president, and secretary, acknowledge
7 there have been a few errors with timely inputting or providing required reports
8 concerning gaming employees. Both the Company and Mr. Jaramillo did not intend to
9 assert that the Nevada State Gaming Control Board was at fault for this. The Company
10 and Mr. Jaramillo regret that this misunderstanding has reached to this level, but have
11 undertaken corrective measures, including the attendance of gaming employee
12 registration training on December 11, 2012.

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

23 6. In consideration for the execution of this settlement agreement, RESPONDENTS
24 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
25 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
26 agents, and employees in their individual and representative capacities against any and all
27 claims, suits and actions, brought against the persons named in this paragraph by reason of
28 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case

1 No. 12-08, and all other matters relating thereto, and against any and all expenses, damages,
2 charges and costs, including court costs and attorney fees, which may be sustained by the
3 persons and entities named in this paragraph as a result of said claims, suits and actions.

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

10 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
11 avoid litigation and economize resources. The parties agree and understand that this
12 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
13 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 12-08.

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

24 10. RESPONDENTS and the BOARD agree and understand that this settlement
25 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
26 Case No. 12-08. The parties further agree and understand that any oral representations are
27 superseded by this settlement agreement and that only those terms memorialized in writing
28 herein shall be effective.

1 11. RESPONDENTS agree and understand that although this settlement, if approved
2 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 12-08,
3 that the allegations contained in the Complaint file in NGC Case No. 12-08 and the terms of
4 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
5 Commission, with regards to any and all applications by RESPONDENT that are currently
6 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
7 with the BOARD.

8 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
9 disciplinary action, NGC Case No. 12-08.

10 13. PHILIPPE FRANCOIS JARAMILLO, by executing this stipulation on behalf of
11 RESPONDENTS, affirmatively represents that he has full authority to settle this matter for
12 RESPONDENTS.

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

3 DATED this 7th day of March, 2013.


4 J.P.P.J OF NEVADA, INC., dba
5 MARDI GRAS INN;
6 PHILIPPE FRANCOIS JARAMILLO

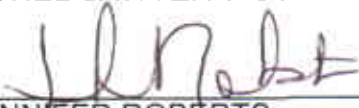
STATE GAMING CONTROL BOARD

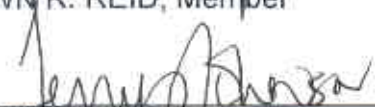
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8 PHILIPPE FRANCOIS JARAMILLO

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10 A.G. BURNETT, Chairman

11 LIONEL SAWYER & COLLINS

12 
13 SHAWN R. REID, Member

14 
15 JENNIFER ROBERTS
16 Attorney for Respondents

17 
18 TERRY JOHNSON, Member

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

By:



JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 12-08.

DATED this 21 day of March, 2013.

NEVADA GAMING COMMISSION



PETER C. BERNHARD, Chairman

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