



1 NGC 12-09

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**STATE OF NEVADA**

**BEFORE THE NEVADA GAMING COMMISSION**

STATE GAMING CONTROL BOARD,

Complainant,

vs.

**STIPULATION FOR SETTLEMENT AND ORDER**

LUCKY LUCY D, LLC, dba  
LUCKY CLUB CASINO AND HOTEL,

Respondent.

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint, NGC Case No. 12-09 against the above-captioned RESPONDENT, LUCKY LUCY D, LLC, dba LUCKY CLUB CASINO AND HOTEL, 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 RESPONDENT that the Complaint, NGC Case No. 12-09, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 12-09.
2. RESPONDENT fully understands and voluntarily waives 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. RESPONDENT agrees to pay a fine in the total amount of TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00) electronically transferred to the STATE OF NEVADA-

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

1 NEVADA GAMING COMMISSION on or before the date this stipulated settlement agreement is  
2 accepted by the Nevada Gaming Commission. Interest on the fine shall accrue at 5.25  
3 percent per annum on any unpaid balance computed from the date payment is due until  
4 payment is made in full.

5 4. Notwithstanding the execution of this Stipulation for Settlement and Order by  
6 RESPONDENT and the payment of the fine set forth herein, RESPONDENT represents the  
7 following mitigating facts and circumstances:

8 a. Regarding Count 1 of the BOARD'S Complaint, at the time RESPONDENT was first  
9 notified of the BOARD'S objection to the gaming employee's registration, RESPONDENT'S  
10 senior management immediately took action they believed was in compliance with Nev.  
11 Gaming Comm'n Reg. 5.105(10). RESPONDENT'S management personnel erroneously, but  
12 in good faith, thought that by removing the employee's access to RESPONDENT'S patron  
13 management system, that this constituted a reassignment to a non-gaming employee position.  
14 RESPONDENT'S management personnel now recognize, however, that such action was not  
15 sufficient.

16 b. Regarding Count 2 of the BOARD'S Complaint, RESPONDENT and its senior  
17 management and ownership were unaware misleading and/or false statements were made to  
18 the BOARD. Upon learning of the investigation and complaint, RESPONDENT immediately  
19 conducted a thorough investigation and promptly met with the chief of the BOARD'S  
20 Enforcement Division and other representatives of the BOARD to discuss the situation. The  
21 employee involved with such statements is no longer employed by RESPONDENT.

22 5. In consideration for the execution of this settlement agreement, RESPONDENT, for  
23 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
24 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada  
25 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and  
26 employees in their individual and representative capacities, from any and all manner of  
27 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
28 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,

1 may have, or claim to have against any and all of the persons or entities named in this  
2 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint  
3 and this disciplinary action, NGC Case No. 12-09, or any other matter relating thereto.

4 6. In consideration for the execution of this settlement agreement, RESPONDENT  
5 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
6 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of their  
7 members, agents, and employees in their individual and representative capacities against any  
8 and all claims, suits and actions, brought against the persons named in this paragraph by  
9 reason of the investigation of the allegations in the Complaint, filed in this disciplinary action,  
10 NGC Case No. 12-09, and all other matters relating thereto, and against any and all expenses,  
11 damages, charges and costs, including court costs and attorney fees, which may be sustained  
12 by the persons and entities named in this paragraph as a result of said claims, suits and  
13 actions.

14 7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and  
15 acknowledges that RESPONDENT had an opportunity to consult with counsel prior to entering  
16 into this Stipulation for Settlement. RESPONDENT further acknowledges that this stipulated  
17 settlement is not the product of force, threats, or any other form of coercion or duress, but is  
18 the product of discussions between RESPONDENT and the attorney for the BOARD.

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

23 9. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming  
24 Commission has the sole and absolute discretion to determine whether to accept this  
25 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right they  
26 may have to challenge the impartiality of the Nevada Gaming Commission to hear the above-  
27 entitled case on the matters embraced in the Complaint if the Nevada Gaming Commission  
28 determines not to accept this stipulated settlement agreement. If the Nevada Gaming

1 Commission does not accept the Stipulation for Settlement, it shall be withdrawn as null and  
2 void and RESPONDENT'S admissions, if any, that certain violations of the Nevada Gaming  
3 Control Act and the Regulations of the Nevada Gaming Commission occurred shall be  
4 withdrawn.

5 10. RESPONDENT and the BOARD agree and understand that this settlement  
6 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
7 Case No. 12-09. The parties further agree and understand that any oral representations are  
8 superseded by this settlement agreement and that only those terms memorialized in writing  
9 herein shall be effective.

10 11. RESPONDENT agrees and understands that although this settlement, if approved  
11 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 12-09,  
12 that the allegations contained in the Complaint filed in NGC Case No. 12-09 and the terms of  
13 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming  
14 Commission, with regards to any and all applications by RESPONDENT that are currently  
15 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future  
16 with the BOARD.

17 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this  
18 disciplinary action, NGC Case No. 12-09.

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

DATED this 28<sup>th</sup> day of March, 2013.

LUCKY LUCY D, LLC, dba  
LUCKY CLUB CASINO AND HOTEL

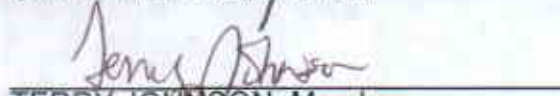
STATE GAMING CONTROL BOARD

By:

  
\_\_\_\_\_  
JOE CAIN, Esq., General Counsel  
Respondent

  
\_\_\_\_\_  
A.G. BURNETT, Chairman

  
\_\_\_\_\_  
SHAWN R. REID, Member

  
\_\_\_\_\_  
TERRY JOHNSON, Member

Submitted by:

CATHERINE CORTEZ MASTO  
Attorney General

By:

  
\_\_\_\_\_  
MICHAEL P. SOMPS  
Senior Deputy Attorney General  
Gaming Division

Attorneys for State Gaming Control Board

**ORDER**

IT IS SO ORDERED in NGC Case No. 12-09.

DATED this 18 day of April, 2013.

NEVADA GAMING COMMISSION

  
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PETER BERNHARD, Chairman