

1 Case No. 15-01-RTR

2  
3  
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 In the Matter of: )

7 EDGEWATER GAMING, LLC, dba )  
8 EDGEWATER HOTEL AND CASINO )

9 Claim for Refund for Fees Paid Based on )  
10 Over-Reported Entertainment Revenue )  
11 for the Months of March, April, May and )  
12 September 2014. )

**STIPULATION FOR SETTLEMENT AND ORDER**

12 The Claimant, EDGEWATER GAMING, LLC, dba EDGEWATER HOTEL AND  
13 CASINO (EDGEWATER), and the STATE GAMING CONTROL BOARD (BOARD) hereby  
14 stipulate and agree that the Claim for Refund in Case No. 15-01-RTR shall be settled on the  
15 following terms:

16 1. On or about January 28, 2015, the EDGEWATER filed with the Nevada Gaming  
17 Commission a Claim for Refund for fees paid based on over-reported entertainment revenue  
18 for the months of March, April, May and September 2014 pursuant to Nevada Revised  
19 Statutes (NRS) 368A.200(5)(n) and 368A.260 and Nevada Gaming Commission.  
20 Regulation 6.180.

21 2. Based on the provisions of NRS 368A.200(5)(n), the BOARD confirmed that the  
22 EDGEWATER over-reported entertainment revenue during the relevant period. The result is  
23 an over-payment of live entertainment taxes for such period in the amount of \$95,460.99.

24 3. The BOARD agrees to refund, and the EDGEWATER agrees to accept, as full and  
25 final settlement of the Claim for Refund, in Case No. 15-01-RTR, NINETY FIVE THOUSAND  
26 FOUR HUNDRED SIXTY DOLLARS AND NINETY-NINE CENTS (\$95,460.99) plus interest in  
27 the amount of \$2,031.05 through March 26, 2015, for a total of NINETY SEVEN THOUSAND

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

1 FOUR HUNDRED NINETY TWO DOLLARS AND FOUR CENTS (\$97,492.04), with interest  
2 continuing to accrue at \$6.87 for each day thereafter that the claim remains unpaid.

3 4. This settlement is made for the purposes of avoiding litigation and economizing  
4 resources and does not constitute an admission of liability on the part of the BOARD or the  
5 EDGEWATER, nor shall it operate or be construed as any precedent for the validity or  
6 invalidity of any legal position taken in this matter by either party. This settlement is made  
7 exclusively between the BOARD and the EDGEWATER and no licensee may rely upon it for  
8 any purpose.

9 5. The EDGEWATER fully understands and voluntarily waives any right it may have to  
10 a public hearing on the Claim for Refund, in Case No. 15-01-RTR, and its right to pursue  
11 judicial review of the Claim for Refund in state district court or otherwise contest this matter in  
12 any court of competent jurisdiction.

13 6. The EDGEWATER, for itself, its heirs, executors, administrators, successors, and  
14 assigns, hereby releases, dismisses, and forever discharges the State of Nevada, the Nevada  
15 Gaming Commission, the State Gaming Control Board, the Nevada Attorney General and  
16 each of their members, agents, and employees in their individual and representative  
17 capacities from any and all manner of actions, causes of action, suits, debts, judgments,  
18 executions, claims, and demands whatsoever known or unknown, in law and equity, that the  
19 EDGEWATER ever had, now has, may have, or claims to have against any and all of the  
20 persons or entities named in this paragraph arising out of, or by reason of, this Claim for  
21 Refund, Case No. 15-01-RTR, or any other matter relating thereto.

22 7. The EDGEWATER, for itself, its heirs, executors, administrators, successors, and  
23 assigns, hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
24 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of  
25 their members, agents, and employees in their individual and representative capacities  
26 against any and all claims, suits, actions, debts, damages, costs, charges, and expenses,  
27 including court costs and attorney's fees, and against all liability, losses, and damages of any  
28 nature whatsoever that the persons and entities named in this paragraph shall or may have at

1 any time sustain or be put to by reason of this Claim for Refund, Case No. 15-01-RTR, or any  
2 other matter relating thereto.

3 8. The EDGEWATER enters into this Stipulation freely and voluntarily. The  
4 EDGEWATER confirms that this settlement is not a result of force, threats, or any other type  
5 of coercion or duress, but is the product of negotiations between representatives of the  
6 EDGEWATER and the BOARD.

7 9. The EDGEWATER affirmatively represents that if the EDGEWATER, this stipulation  
8 and order, and/or any amounts distributed under this stipulation and order are subject to, or  
9 will become subject to, the jurisdiction of any bankruptcy court that the bankruptcy court's  
10 approval is not necessary for this stipulation and order to become effective or the bankruptcy  
11 court has already approved this stipulation and order. The EDGEWATER further affirmatively  
12 represents that any amounts distributed under this stipulation and order may be paid directly  
13 to the EDGEWATER, and the EDGEWATER will distribute these amounts in accordance with  
14 any bankruptcy court order or bankruptcy court-approved bankruptcy plan directing how these  
15 amounts shall be distributed.

16 10. The EDGEWATER and the BOARD recognize and agree that the Nevada Gaming  
17 Commission has the sole and absolute discretion to determine whether to accept this  
18 Stipulation for Settlement. The EDGEWATER and the BOARD hereby waive any right they  
19 may have to challenge the impartiality of the Nevada Gaming Commission to hear and  
20 consider the facts and matters embraced in the Claim for Refund, Case No. 15-01-RTR, in the  
21 event the Nevada Gaming Commission does not accept this Stipulation for Settlement.

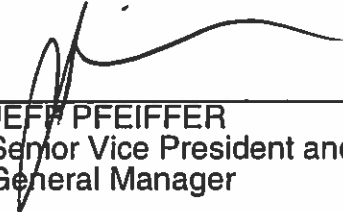
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11. This Stipulation for Settlement shall not become effective until such time as it is approved by the Nevada Gaming Commission. Such approval shall not constitute an admission of liability on the part of the Nevada Gaming Commission.


DATED this 23rd day of April, 2015.

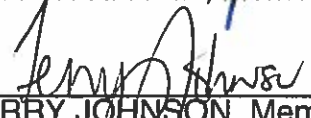
EDGEWEATER GAMING, LLC, dba  
EDGEWEATER HOTEL AND CASINO

STATE GAMING CONTROL BOARD

By:   
JEFF PFEIFFER  
Senior Vice President and  
General Manager


  
A.G. BURNETT, Chairman

  
SHAWN R. REID, Member

  
TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT  
Attorney General

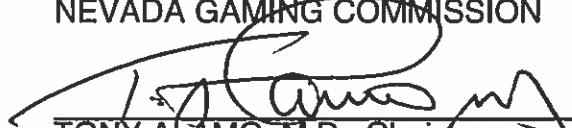
By:   
MICHAEL P. SOMPS  
Senior Deputy Attorney General  
Attorneys for State Gaming Control Board

**ORDER**

IT IS SO ORDERED IN CASE NO. 15-01-RTR.

DATED this 23rd day of April, 2015.

NEVADA GAMING COMMISSION

  
TONY ALAMO, M.D., Chairman