



1 NGC 24-02

2

3

4

STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

NEVADA GAMING CONTROL BOARD,

7

Complainant,

8

vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

9

SCOTT MARTIN SIBELLA,

10

Respondent.

11

12

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint in case No. NGC Case No. 24-02, against SCOTT MARTIN SIBELLA, RESPONDENT herein, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

16

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 24-02, filed against RESPONDENT in the above-entitled case, shall be settled on the following terms and conditions:

19

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 24-02.

21

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 (Commission) decision.

26

3. RESPONDENT agrees that his license as President of Resorts World Las Vegas, LLC and his finding of suitability as President and Director of Genting Assets, Inc. issued by the Commission are **Revoked**. As a person who has had his license and finding

28

1 of suitability revoked, all the consequences that flow from such revocations under the
2 Nevada Gaming Control Act, including prohibitions against certain contracts with a
3 licensee absent Commission approval pursuant to NRS 463.166 and placement on the
4 BOARD's list of denials, revocations, and findings of unsuitability pursuant to NRS
5 463.174, shall apply to RESPONDENT. However, in recognition of RESPONDENT's
6 cooperation with the BOARD prior to and since the filing of this disciplinary action, such
7 revocations shall be deemed retroactively effective to December 27, 2023, the date of filing
8 of the Plea Agreement in *United States of America v. Scott Sibella*, Case No. 2:23-cr-00656-
9 FLA, for purposes of NRS 463.174.

10 4. RESPONDENT further agrees to pay a portion of the BOARD's investigative
11 costs, stemming from the BOARD's investigation of RESPONDENT and related matters,
12 in the total amount of TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00)
13 electronically transferred to the State of Nevada-Nevada Gaming Commission within two
14 working days of the date this Stipulation for Settlement is accepted by the Commission.
15 Interest on such payment shall accrue in accordance with NRS 17.130 on any unpaid
16 balance computed from the date payment is due until payment is made in full.

17 5. RESPONDENT and the BOARD further agree and acknowledge that,
18 although the Complaint in this disciplinary matter, NGC Case No. 24-02, addresses
19 RESPONDENT's actions while President and Chief Operating Officer of MGM Grand
20 Hotel, LLC, this Stipulation for Settlement also encompasses, and is intended to resolve,
21 any responsibility attributable to RESPONDENT for his actions or inaction in relation to
22 any potential violation of the Nevada Gaming Control Act and the Commission's
23 regulations during his employment by Resorts World Las Vegas, LLC (Resorts World).

24 6. RESPONDENT, for himself, his heirs, executors, administrators, successors,
25 and assigns, hereby completely releases, dismisses, and forever discharges the State of
26 Nevada, the Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada
27 Attorney General and each of their members, agents, and employees in their individual,
28 official, and representative capacities from any and all manner of actions, causes of action,

1 suits, debts, judgments, executions, claims, obligations, losses, liens, damages, and
2 demands whatsoever known or unknown, fixed or contingent, liquidated or unliquidated,
3 suspected or claimed in law and equity, that RESPONDENT ever had, now has, may have,
4 or claims to have against any and all of the persons or entities named in this paragraph
5 arising out of, or by reason of, this disciplinary case, NGC Case No. 24-02, or any other
6 matter relating thereto.

7 7. RESPONDENT, for himself, his heirs, executors, administrators, successors,
8 and assigns, hereby defends, indemnifies, and holds harmless the State of Nevada, the
9 Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney
10 General, and each of their members, agents, and employees in their official, individual, and
11 representative capacities from and against any and all claims, suits, actions, debts,
12 damages, costs, charges, and expenses, including court costs and attorney's fees, and
13 against all liability, losses, demands, and damages of any nature whatsoever that the
14 persons and entities named in this paragraph shall or may have at any time sustain or be
15 put to by reason of this disciplinary case, NGC Case No. 24-02, or any other matter relating
16 thereto.

17 8. RESPONDENT enters into this Stipulation for Settlement freely and
18 voluntarily and with the assistance of legal counsel. RESPONDENT further acknowledges
19 that this Stipulated Settlement is not the product of force, threats, or any other form of
20 coercion or duress, but is the product of discussions between RESPONDENT, the attorneys
21 for RESPONDENT, the BOARD, and the attorneys for the BOARD.

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

28 10. RESPONDENT and the BOARD acknowledge that this Stipulation for

1 Settlement is made to avoid litigation and economize resources. The parties agree and
2 understand that this Stipulation for Settlement is intended to operate as full and final
3 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
4 case, NGC Case No. 24-02.

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

14 12. RESPONDENT and the BOARD agree and understand that this Stipulation
15 for Settlement is intended to operate as full and final settlement of the Complaint filed in
16 NGC Case No. 24-02. The parties further agree and understand that any oral
17 representations are superseded by this Stipulation for Settlement and that only those
18 terms memorialized in writing herein shall be effective.

19 13. RESPONDENT agrees and understands that although this Stipulation for
20 Settlement, if approved by the Commission, will settle the Complaint filed in NGC Case
21 No. 24-02, the allegations contained in the Complaint filed in NGC Case No. 24-02 and the
22 terms of this Stipulation for Settlement may be considered by the BOARD and/or the
23 Commission, with regard to any and all applications by RESPONDENT that are currently
24 pending before the BOARD or the Commission, or that are filed in the future with the
25 BOARD.

26 14. RESPONDENT and the BOARD shall each bear their own costs incurred in
27 this disciplinary action, NGC Case No. 24-02.

28 15. RESPONDENT, by executing this Stipulation for Settlement, affirmatively

1 waives all notices required by law for this matter including, but not limited to, notices
2 concerning consideration of the character or misconduct of a person (NRS 241.033), notices
3 concerning consideration of administrative action against a person (NRS 241.034), and
4 notices concerning hearings before the Commission (NRS 463.312). Regardless of the
5 waiver of legal notice requirements, the BOARD and Commission will attempt to provide
6 reasonable notice of the time and place of the hearing. RESPONDENT shall provide any
7 electronic mail addresses to the Executive Secretary (nrupert@gcb.nv.gov) at which he
8 would like to receive such reasonable notice. Further, in negotiating this Stipulation for
9 Settlement, RESPONDENT acknowledges that the BOARD has provided RESPONDENT
10 with the date and time of the Commission hearing during which the BOARD anticipates
11 the Commission will consider approving this settlement.


12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 16. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Commission.

3 DATED this 10th day of December, 2024.

4 
5
6 SCOTT MARTIN SIBELLA
7 Respondent

8 CAMPBELL & WILLIAMS

9 
10 J. COLBY WILLIAMS, Esq.
11 Attorneys for Respondent

NEVADA GAMING CONTROL BOARD

12 
13 KIRK D. HENDRICK, Chair

14 
15 BRITTNE WATKINS, PhD, Member

16 
17 HON. GEORGE ASSAD (RET.), Member

18 Submitted by:

19 AARON D. FORD
20 Attorney Generale

21 By: 

22 MICHAEL P. SOMPS
23 Senior Deputy Attorney General
24 Gaming Division
25 5420 Kietzke Lane, Suite 202
26 Reno, Nevada 89511
27 Telephone: (775) 687-2124

28 ORDER

IT IS SO ORDERED in NGC Case No. 24-02.

DATED this _____ day of _____, 2024.

NEVADA GAMING COMMISSION

JENNIFER TOGLIATTI, Chairwoman