



1 NGC 10-07

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

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7 STATE GAMING CONTROL BOARD,)

8 Complainant,)

9 vs.)

**STIPULATION FOR SETTLEMENT
AND ORDER**

10 TREASURE ISLAND, LLC, dba)
11 TREASURE ISLAND,)

12 Respondent.)

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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. 10-07, against the above-captioned RESPONDENT 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 RESPONDENT that the Complaint, NGC Case No. 10-07, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

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1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 10-07.

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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.

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Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

1 3. RESPONDENT agrees to pay TEN THOUSAND DOLLARS and NO CENTS
2 (\$10,000.00) electronically transferred to the *State of Nevada-Nevada Gaming Commission*
3 on or before the date this stipulated settlement agreement is accepted by the Nevada Gaming
4 Commission. Said payment shall be made by a method of electronic payment approved by
5 the Tax and License Division of the Board pursuant to NRS 353.1467. Interest on the
6 payment shall accrue pursuant to NRS 17.130 on any unpaid balance computed from the date
7 payment is due until payment is made in full.

8 4. RESPONDENT wishes to state the following with regard to the mitigating steps it
9 took once it received a draft of the complaint in this matter:

10 a. On April 5, 2010, Brad Anthony, general counsel for Treasure Island Hotel &
11 Casino ("TI"), conducted a class with all supervisors and executives performing work in
12 the gaming areas together with the directors of surveillance and security. The class
13 involved a discussion of the Nevada Gaming Statutes and Regulations identified in the
14 Complaint, a review of general provisions regarding detainment, and a reinforcement of
15 the requirement that in the event a person is detained for a gambling dispute, as a
16 suspected cheater or for any other reason, the TI employee involved must immediately
17 contact either the State Gaming Control Board and, in certain instances, the Las Vegas
18 Metropolitan Police Department. The balance of the class time was spent answering
19 questions from employees and reinforcing the referenced requirements.

20 b. All new employees who have the authority to detain a patron for any purpose,
21 will be instructed on proper procedures for such detention and the requirement to
22 contact either the State Gaming Control Board or the Las Vegas Metropolitan Police
23 Department.

24 c. TI security and casino employees have been instructed to contact the State
25 Gaming Control Board and, in certain instances, the Las Vegas Metropolitan Police
26 Department in the event of a gaming detainment immediately so that the incident that
27 was the subject matter of the Complaint will not be repeated.

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1 d. TI will provide a refresher course on an annual basis for all supervisor-level
2 employees to discuss any changes that may occur in either the gaming statutes or
3 regulations with respect to the referenced subject matter and to continually reinforce
4 the requirement that the State Gaming Control Board and/or the Las Vegas
5 Metropolitan Police Department must be contacted upon detainment of a patron.

6 5. RESPONDENT asserts, and the BOARD does not contest, that the actions that led
7 to the complaint were actions on the part of the individual employees of RESPONDENT and
8 should not be imputed to Phillip Gene Ruffin.

9 6. RESPONDENT and the BOARD agree the fact that this matter is resolved with this
10 stipulation does not in any way indicate the facts that led the BOARD to file a complaint are
11 not of a serious nature. RESPONDENT acknowledges that its actions, as set out in the
12 Complaint, are not acceptable from any gaming licensee in the State of Nevada, and similar
13 actions from RESPONDENT, or other gaming licensee, may result in more significant
14 discipline than the discipline contained herein.

15 7. In consideration for the execution of this settlement agreement, RESPONDENT, for
16 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
17 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada
18 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
19 employees in their individual and representative capacities, from any and all manner of
20 actions, causes of action, suits, debts, judgments, executions, claims, and demands
21 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
22 may have, or claim to have against any and all of the persons or entities named in this
23 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
24 and this disciplinary action, NGC Case No. 10-07, or any other matter relating thereto.

25 8. In consideration for the execution of this settlement agreement, RESPONDENT
26 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
27 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of
28 their members, agents, and employees in their individual and representative capacities

1 against any and all claims, suits and actions, brought against the persons named in this
2 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
3 disciplinary action, NGC Case No. 10-07, and all other matters relating thereto, and against
4 any and all expenses, damages, charges and costs, including court costs and attorney fees,
5 which may be sustained by the persons and entities named in this paragraph as a result of
6 said claims, suits and actions.

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

12 10. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
13 litigation and economize resources. The parties agree and understand that this Stipulation for
14 Settlement is intended to operate as full and final settlement of the Complaint filed against
15 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 10-07.

16 11. RESPONDENT 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 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right
19 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
20 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
21 Commission determines not to accept this stipulated settlement agreement. If the Nevada
22 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as
23 null and void and RESPONDENT'S admissions, if any, that certain violations of the Nevada
24 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
25 be withdrawn.

26 12. RESPONDENT and the BOARD agree and understand that this settlement
27 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
28 Case No. 10-07. The parties further agree and understand that any oral representations are

1 superseded by this settlement agreement and that only those terms memorialized in writing
2 herein shall be effective.

3 13. RESPONDENT agrees and understands that although this settlement, if approved
4 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 10-07,
5 that the allegations contained in the Complaint file in NGC Case No. 10-07 and the terms of
6 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
7 Commission, with regards to any and all applications by RESPONDENT that are currently
8 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
9 with the BOARD.

10 14. RESPONDENT and the BOARD shall each bear their own costs incurred in this
11 disciplinary action, NGC Case No. 10-07.

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

3 DATED this 19th day of July, 2010.

4 TREASURE ISLAND, LLC
5 dba TREASURE ISLAND


6 
7 PHILLIP GENE RUFFIN,
8 Manager

10 Brownstein Hyatt Farber Schreck, LLP

11 
12 FRANK A. SCHRECK
13 Brownstein Hyatt Farber Schreck, LLP
14 Attorneys for Respondent

15 Submitted by:

16 CATHERINE CORTEZ MASTO
17 Attorney General

18 By: 
19 JOHN S. MICHELA
20 Deputy Attorney General
21 Gaming Division
22 Attorneys for State Gaming Control Board

STATE GAMING CONTROL BOARD


DENNIS K. NEILANDER, Chairman


RANDALL E. SAYRE, Member


MARK A. LIPPARELLI, Member

21 **ORDER**

22 IT IS SO ORDERED in NGC Case No. 10-07.

23 DATED this 19 day of August, 2010.

25 NEVADA GAMING COMMISSION

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27 PETER C. BERNHARD, Chairman
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