



1 NGC 12-02

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STATE OF NEVADA

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BEFORE THE NEVADA GAMING COMMISSION

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STATE GAMING CONTROL BOARD,

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Complainant,

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vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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LEROY'S HORSE AND SPORTS PLACE
(a corporation),

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Respondent.

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),

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Complainant herein, filed a Complaint, NGC Case No. 12-02 against the above-captioned

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RESPONDENT, LEROY'S HORSE AND SPORTS PLACE (a corporation), alleging certain

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violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming

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Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT

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that the Complaint, NGC Case No. 12-02, filed against RESPONDENT in the above-entitled

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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

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Case No. 12-02.

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2. RESPONDENT fully understands and voluntarily waives the right to a public hearing

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on the charges and allegations set forth in the Complaint, the right to present and cross-

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examine witnesses, the right to a written decision on the merits of the Complaint, which must

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contain findings of fact and a determination of the issues presented, and the right to obtain

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judicial review of the Nevada Gaming Commission's decision.

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3. RESPONDENT agrees to pay a fine in the total amount of TWENTY FIVE

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THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS and NO CENTS (\$25,815.00)

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

1 electronically transferred to the *STATE OF NEVADA-NEVADA GAMING COMMISSION* on or before
2 the date this stipulated settlement agreement is accepted by the Nevada Gaming
3 Commission. This amount is allocated as follows: 1) a fine of \$5,000.00 for those violations
4 alleged in Count One of the Complaint, NGC Case No. 12-02; 2) a fine of \$5,000.00 for each
5 of the four locations where horse race wagers were accepted without being licensed to accept
6 horse race wagers as alleged in Count Two of the Complaint, NGC Case No. 12-02; and 3) a
7 fine of \$815.00 representing the total profits RESPONDENT received as a result of those
8 violations alleged in Count Two of the Complaint, NGC Case No. 12-02. Interest on the fine
9 shall accrue at 5.25 percent per annum on any unpaid balance computed from the date
10 payment is due until payment is made in full.

11 4. The BOARD acknowledges that the violations set forth in the Complaint, NGC Case
12 No. 12-02, occurred prior to RESPONDENT being acquired by an affiliate of William Hill, Plc.
13 Further, RESPONDENT represents the following:

14 a. That RESPONDENT obtained verbal approval from the BOARD for the
15 software modification prior to upgrading the non-PT Pub location kiosks; and

16 b. That RESPONDENT developed and implemented internal procedures to
17 insure that prior to installing modifications to its software requiring the BOARD'S prior
18 approval in the future, such approval will be obtained; and

19 c. That RESPONDENT developed and implemented internal procedures to
20 ensure that only appropriately licensed locations will accept horse race wagers.

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

1 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
2 and this disciplinary action, NGC Case No. 12-02, or any other matter relating thereto.

3 6. In consideration for the execution of this settlement agreement, RESPONDENT
4 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
5 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of
6 their members, agents, and employees in their individual and representative capacities
7 against any and all claims, suits and actions, brought against the persons named in this
8 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
9 disciplinary action, NGC Case No. 12-02, and all other matters relating thereto, and against
10 any and all expenses, damages, charges and costs, including court costs and attorney fees,
11 which may be sustained by the persons and entities named in this paragraph as a result of
12 said claims, suits and actions.

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

18 8. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
19 litigation and economize resources. The parties agree and understand that this Stipulation for
20 Settlement is intended to operate as full and final settlement of the Complaint filed against
21 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 12-02.

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

1 null and void and RESPONDENT'S admissions, if any, that certain violations of the Nevada
2 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
3 be withdrawn.

4 10. RESPONDENT and the BOARD agree and understand that this settlement
5 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
6 Case No. 12-02. The parties further agree and understand that any oral representations are
7 superseded by this settlement agreement and that only those terms memorialized in writing
8 herein shall be effective.

9 11. RESPONDENT agrees and understands that although this settlement, if approved
10 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 12-02,
11 that the allegations contained in the Complaint filed in NGC Case No. 12-02 and the terms of
12 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
13 Commission, with regards to any and all applications by RESPONDENT that are currently
14 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
15 with the BOARD.

16 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this
17 disciplinary action, NGC Case No. 12-02.

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


3 DATED this 29th day of November, 2012.

4 LEROY'S HORSE & SPORTS PLACE

STATE GAMING CONTROL BOARD

5
6 By:


JOSEPH M. ASHER, CEO
Respondent


A.G. BURNETT, Chairman

8 BROWNSTEIN, HYATT, FARBER,
9 SCHRECK, LLP


SHAWN R. REID, Member

10 By:


FRANK SCHRECK, Esq.
Attorneys for Respondent


TERRY JOHNSON, Member

12 Submitted by:

13 CATHERINE CORTEZ MASTO
14 Attorney General

15
16 By:


MICHAEL P. SOMPS
Senior Deputy Attorney General
Gaming Division

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18 Attorneys for State Gaming Control Board

19
20 **ORDER**

21 IT IS SO ORDERED in NGC Case No. 12-02.

22 DATED this 20 day of December, 2012.

23 NEVADA GAMING COMMISSION


24 PETER BERNHARD, Chairman
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