

1 NGC 12-03

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**STATE OF NEVADA
BEFORE THE NEVADA GAMING COMMISSION**

5

6 STATE GAMING CONTROL BOARD,

7

Complainant,

8

vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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HARRAH'S LAS VEGAS, LLC, dba
HARRAH'S CASINO HOTEL LAS VEGAS;
10 DESERT PALACE, INC., dba CAESARS
11 PALACE; CAESARS ENTERTAINMENT
CORPORATION, fka HARRAH'S
12 ENTERTAINMENT, INC.

13

Respondents.

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
15 Complainant herein, filed and served a Complaint, NGC Case No. 12-03, against the above-
16 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
17 Regulations of the Nevada Gaming Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
19 that the Complaint, NGC Case No. 12-03, filed against RESPONDENTS in the above-entitled
20 case shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
22 Case No. 12-03.

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2. RESPONDENTS fully understand and voluntarily waive the right to a public hearing
24 on the charges and allegations set forth in the Complaint, the right to present and cross-
25 examine witnesses, the right to a written decision on the merits of the Complaint, which must
26 contain findings of fact and a determination of the issues presented, and the right to obtain
27 judicial review of the Nevada Gaming Commission's decision.

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

1 3. RESPONDENTS agree to pay ONE HUNDRED THOUSAND DOLLARS and NO
2 CENTS (\$100,000.00) electronically transferred to the *State of Nevada-Nevada Gaming*
3 *Commission* on or before the date this stipulated settlement agreement is accepted by the
4 Nevada Gaming Commission. Said payment shall be made by a method of electronic
5 payment approved by the Tax and License Division of the Board pursuant to NRS 353.1467.
6 Interest on the payment shall accrue pursuant to NRS 17.130 on any unpaid balance
7 computed from the date payment is due until payment is made in full.

8 4. RESPONDENTS agree to file a written report with the BOARD concerning the
9 actions they have taken to remedy the problems highlighted by the complaint no later than
10 sixty (60) days after the Nevada Gaming Commission approves this stipulation.

11 5. RESPONDENTS and the BOARD agree the fact that this matter is resolved with this
12 stipulation does not in any way indicate the facts that led the BOARD to file a complaint are
13 not of a serious nature. RESPONDENTS acknowledge that their acts and failures to act, as
14 set out in the Complaint, are not acceptable from any gaming licensee in the State of Nevada,
15 and similar acts or failures to act from RESPONDENTS, or other gaming licensee, may result
16 in more significant discipline than the discipline contained herein.

17 6. In consideration for the execution of this settlement agreement, RESPONDENTS,
18 for itself, its heirs, executors, administrators, successors, and assigns, hereby release and
19 forever discharge the State of Nevada, the Nevada Gaming Commission, the Nevada Gaming
20 Control Board, the Nevada Attorney General and each of their members, agents, and
21 employees in their individual and representative capacities, from any and all manner of
22 actions, causes of action, suits, debts, judgments, executions, claims, and demands
23 whatsoever known or unknown, in law and equity, that RESPONDENTS ever had, now has,
24 may have, or claim to have against any and all of the persons or entities named in this
25 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
26 and this disciplinary action, NGC Case No. 12-03, or any other matter relating thereto.

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1 7. In consideration for the execution of this settlement agreement, RESPONDENTS
2 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
3 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
4 agents, and employees in their individual and representative capacities against any and all
5 claims, suits and actions, brought against the persons named in this paragraph by reason of
6 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
7 No. 12-03, and all other matters relating thereto, and against any and all expenses, damages,
8 charges and costs, including court costs and attorney fees, which may be sustained by the
9 persons and entities named in this paragraph as a result of said claims, suits and actions.

10 8. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
11 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
12 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
13 stipulated settlement is not the product of force, threats, or any other form of coercion or
14 duress, but is the product of discussions between RESPONDENTS and the attorney for the
15 BOARD.

16 9. RESPONDENTS and the BOARD acknowledge that this settlement is made to
17 avoid litigation and economize resources. The parties agree and understand that this
18 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
19 filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 12-03.

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

1 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
2 be withdrawn.

3 11. RESPONDENTS and the BOARD agree and understand that this settlement
4 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
5 Case No. 12-03. The parties further agree and understand that any oral representations are
6 superseded by this settlement agreement and that only those terms memorialized in writing
7 herein shall be effective.

8 12. RESPONDENTS agree and understand that although this settlement, if approved
9 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 12-03,
10 that the allegations contained in the Complaint file in NGC Case No. 12-03 and the terms of
11 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
12 Commission, with regards to any and all applications by RESPONDENT that are currently
13 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
14 with the BOARD.


15 13. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
16 disciplinary action, NGC Case No. 12-03.

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

3 DATED this 9th day of July, 2012.

4 HARRAH'S LAS VEGAS, LLC, dba
5 HARRAH'S CASINO HOTEL LAS VEGAS;
6 DESERT PALACE, INC.
7 dba CAESARS PALACE;
8 CAESARS ENTERTAINMENT
9 CORPORATION, fka HARRAH'S
10 ENTERTAINMENT, INC.

11 
12 _____
13 DUANE D. HOLLOWAY
14 Vice President and Chief Counsel
15 Enterprise Operations & Litigation
16 Caesars Entertainment

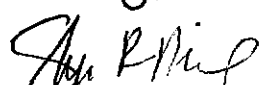
STATE GAMING CONTROL BOARD




MARK A. LIPPARELLI, Chairman



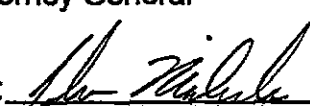
A.G. BURNETT, Member



SHAWN R. REID, Member

11 Brownstein Hyatt Farber Schreck, LLP
12 
13 _____
14 DAVID R. ARRAJJ
15 Brownstein Hyatt Farber Schreck, LLP
16 Attorneys for Respondents

16 Submitted by:
17 CATHERINE CORTEZ MASTO
18 Attorney General

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

ORDER

IT IS SO ORDERED in NGC Case No. 12-03.

24 DATED this 26 day of July, 2012.

26 NEVADA GAMING COMMISSION


27 PETER C. BERNHARD, Chairman