



1 NGC 13-12

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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.

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FLAMINGO INVESTMENTS, LLC., dba
SEDONA LOUNGE; THE ADAM B.
CORRIGAN GAMING TRUST; ADAM
BOTHWELL CORRIGAN; AKA
RESTAURANTS, LLC; THE ANDRE
AGASSI GAMING PROPERTIES TRUST;
ANDRE KIRK AGASSI,

**STIPULATION FOR SETTLEMENT
AND ORDER**

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Respondents.

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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. 13-12, against the above-
captioned RESPONDENTS 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 RESPONDENTS
that the Complaint, NGC Case No. 13-12, filed against RESPONDENTS in the above-entitled
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
Case No. 13-12.

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2. RESPONDENTS fully understand and voluntarily waive 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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1 3. RESPONDENTS agree to pay FIFTEEN THOUSAND DOLLARS and NO CENTS
2 (\$15,000.00) 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 fine
6 shall accrue pursuant to NRS 17.130 on any unpaid balance computed from the date payment
7 is due until payment is made in full.

8 4. In consideration for the execution of this settlement agreement, RESPONDENTS,
9 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
10 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the
11 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
12 agents, and employees in their individual and representative capacities, from any and all
13 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
14 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
15 now has, may have, or claim to have against any and all of the persons or entities named in
16 this paragraph arising out of, or by reason of, the investigation of the allegations in the
17 Complaint and this disciplinary action, NGC Case No. 13-12, or any other matter relating
18 thereto.

19 5. In consideration for the execution of this settlement agreement, RESPONDENTS
20 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
21 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
22 agents, and employees in their individual and representative capacities against any and all
23 claims, suits and actions, brought against the persons named in this paragraph by reason of
24 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
25 No. 13-12, and all other matters relating thereto, and against any and all expenses, damages,
26 charges and costs, including court costs and attorney fees, which may be sustained by the
27 persons and entities named in this paragraph as a result of said claims, suits and actions.

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1 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
2 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
3 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
4 stipulated settlement is not the product of force, threats, or any other form of coercion or
5 duress, but is the product of discussions between RESPONDENTS and the attorney for the
6 BOARD.

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

11 8. RESPONDENTS and the BOARD recognize and agree that the Nevada Gaming
12 Commission has the sole and absolute discretion to determine whether to accept this
13 stipulated settlement agreement. RESPONDENTS and the BOARD hereby waive any right
14 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
15 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
16 Commission determines not to accept this stipulated settlement agreement. If the Nevada
17 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as
18 null and void and RESPONDENTS' admissions, if any, that certain violations of the Nevada
19 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
20 be withdrawn.

21 9. RESPONDENTS and the BOARD agree and understand that this settlement
22 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
23 Case No. 13-12. The parties further agree and understand that any oral representations are
24 superseded by this settlement agreement and that only those terms memorialized in writing
25 herein shall be effective.

26 10. RESPONDENTS agree and understand that although this settlement, if approved
27 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-12,
28 that the allegations contained in the Complaint file in NGC Case No. 13-12 and the terms of

1 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
2 Commission, with regards to any and all applications by RESPONDENT that are currently
3 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
4 with the BOARD.

5 11. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
6 disciplinary action, NGC Case No. 13-12.

7 12. By entering this stipulation ADAM BOTHWELL CORRIGAN, trustee for the ADAM
8 B. CORRIGAN GAMING TRUST, which is licensed as the manager of FLAMINGO
9 INVESTMENTS, LLC, dba SEDONA LOUNGE, affirmatively represents to the Nevada
10 Gaming Commission that he is entering this stipulation on behalf of himself, THE ADAM B.
11 CORRIGAN GAMING TRUST, and FLAMINGO INVESTMENTS, LLC, dba SEDONA
12 LOUNGE and has full authority to do so for the above captioned matter.

13 13. By entering this stipulation ANDRE KIRK AGASSI, trustee for THE ANDRE
14 AGASSI GAMING PROPERTIES TRUST and manager of AKA RESTAURANTS, LLC,
15 affirmatively represents to the Nevada Gaming Commission that he is entering this stipulation
16 on behalf of himself, THE ANDRE AGASSI GAMING PROPERTIES TRUST, and AKA
17 RESTAURANTS, LLC and has full authority to do so for the above captioned matter.

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

DATED this _____ day of _____, 2013.

STATE GAMING CONTROL BOARD

ADAM BOTHWELL CORRIGAN

A.G. BURNETT, Chairman

ANDRE KIRK AGASSI

SHAWN R. REID, Member

BAILEY KENNEDY, LLP

TERRY JOHNSON, Member

JOHN R. BAILEY
Attorney for Respondents

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

By:

JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 13-12.

DATED this 22 day of August, 2013.


NEVADA GAMING COMMISSION


PETER C. BERNHARD, Chairman

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

DATED this 7th day of August, 2013.


ADAM BOTHWELL CORRIGAN

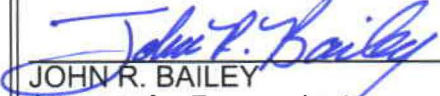
STATE GAMING CONTROL BOARD

A.G. BURNETT, Chairman

ANDRE KIRK AGASSI


SHAWN R. REID, Member

BAILEY KENNEDY, LLP


TERRY JOHNSON, Member


JOHN R. BAILEY
Attorney for Respondents

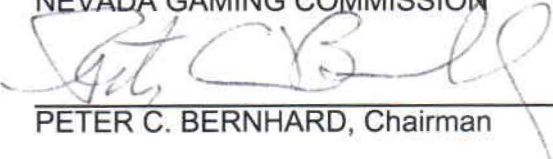
Submitted by:
CATHERINE CORTEZ MASTO
Attorney General

By: _____
JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 13-12.

DATED this 22 day of August, 2013.

NEVADA GAMING COMMISSION

PETER C. BERNHARD, Chairman