



1 NGC 16-02

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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 SCOUNDRELS PUB, INC., dba )  
10 SCOUNDRELS PUB; and )  
11 DAVID JOHN ZDERIC, an individual, )

Respondents. )

12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
13 (BOARD), Complainant herein, filed and served a Complaint in NGC Case No. 16-02, against  
14 SCOUNDRELS PUB, INC., dba SCOUNDRELS PUB (SCOUNDRELS), and DAVID JOHN  
15 ZDERIC (ZDERIC), RESPONDENTS herein, alleging certain violations of the Nevada Gaming  
16 Control Act and Regulations of the Nevada Gaming Commission (Commission or NGC).

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS  
18 that the Complaint, NGC Case No. 16-02, filed against RESPONDENTS in the above-entitled  
19 case shall be settled on the following terms and conditions:

20 1. RESPONDENTS neither admit nor deny the allegations set forth in the Complaint,  
21 NGC Case No. 16-02.

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

27 3. RESPONDENTS agree to surrender Respondent SCOUNDRELS restricted  
28 gaming license in full and complete settlement of the Complaint, NGC Case No. 16-02.

Shirley W. Lee, Attorney General  
Gaming Division  
555 E. Washington Ave., Ste. 3900  
Las Vegas, Nevada 89101

1           4. In consideration for the execution of this settlement agreement, RESPONDENTS,  
2 for themselves, their heirs, executors, administrators, successors, and assigns, hereby  
3 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the  
4 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,  
5 agents, and employees in their individual and representative capacities, from any and all  
6 manner of actions, causes of action, suits, debts, judgments, executions, claims, and  
7 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,  
8 now have, may have, or claim to have against any and all of the persons or entities named in  
9 this paragraph arising out of, or by reason of, the investigation of the allegations in the  
10 Complaint, this disciplinary action, NGC Case No. 16-02, or any other matter relating thereto.

11           5. In consideration for the execution of this settlement agreement, RESPONDENTS  
12 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,  
13 the Nevada Gaming Control Board, the Nevada Attorney General, and each of their members,  
14 agents, and employees in their individual and representative capacities against any and all  
15 claims, suits and actions, brought against the persons named in this paragraph by reason of  
16 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case  
17 No. 16-02, and all other matters relating thereto, and against any and all expenses, damages,  
18 charges and costs, including court costs and attorney fees, which may be sustained by the  
19 persons and entities named in this paragraph as a result of said claims, suits and actions.

20           6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily,  
21 and with the assistance of legal counsel. RESPONDENTS acknowledge that this stipulated  
22 settlement is not the product of force, threats, or any other form of coercion or duress, but is  
23 the product of discussions between legal counsel for RESPONDENTS and the attorney for the  
24 BOARD.

25           7. RESPONDENTS affirmatively represent that if RESPONDENTS, this Stipulation  
26 for Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement  
27 and Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court,  
28 the bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order

1 to become effective, or that the bankruptcy court has already approved this Stipulation for  
2 Settlement and Order.

3 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to  
4 avoid litigation and economize resources. The parties agree and understand that this  
5 Stipulation for Settlement and Order is intended to operate as full and final settlement of the  
6 Complaint filed against RESPONDENTS in the above-entitled disciplinary case,  
7 NGC Case No. 16-02.

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

18 10. RESPONDENTS and the BOARD agree and understand that this settlement  
19 agreement is intended to operate as full and final settlement of the Complaint filed in  
20 NGC Case No. 16-02. The parties further agree and understand that any oral representations  
21 are superseded by this settlement agreement and that only those terms memorialized in  
22 writing herein shall be effective.

23 11. RESPONDENTS agree and understand that although this settlement, if approved  
24 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 16-02  
25 that the allegations contained in the Complaint filed in NGC Case No.  
26 16-02 and the terms of this settlement agreement may be considered by the BOARD and/or  
27 the Nevada Gaming Commission, with regards to any and all applications by RESPONDENTS

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1 that are currently pending before the BOARD or the Nevada Gaming Commission, or that are  
2 filed in the future with the BOARD.

3 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this  
4 disciplinary action, NGC Case No. 16-02, with the exception of those costs addressed in  
5 paragraph 7 above.

6 13. RESPONDENTS fully understand and voluntarily waive the 21-day and the 5-day  
7 notice requirements found under NRS 241.033 and 241.034, including the content  
8 requirements of such notices, in relation to any hearing before the Nevada Gaming  
9 Commission on this Settlement Agreement that may be held.

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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 16<sup>th</sup> day of August 2016.  
4 SCOUNDRELS PUB, INC., dba  
5 SCOUNDRELS PUB; and  
6 DAVID JOHN ZDERIC

DATED this 16<sup>th</sup> day of August 2016.  
NEVADA GAMING CONTROL BOARD

7 By: David John Zderic  
8 DAVID JOHN ZDERIC  
9 Respondents' Representative

[Signature]  
A.G. BURNETT, Chairman

10 CROSBY & FOX, LLC  
11 By: [Signature]  
12 DAVID M. CROSBY, ESQ.  
13 710 South 8<sup>th</sup> Street  
14 Las Vegas, Nevada 89101-6011

[Signature]  
SHAWN R. REID, Member

[Signature]  
TERRY JOHNSON, Member

Attorney for Respondents

16 Submitted by:  
17 ADAM PAUL LAXALT  
18 Attorney General

19 By: [Signature]  
20 EDWARD L. MAGAW  
21 Deputy Attorney General  
22 Gaming Division

Attorneys for Nevada Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 16-02.

DATED this 25<sup>th</sup> day of August 2016.

NEVADA GAMING COMMISSION

[Signature]  
TONY ALAMO, M.D., Chairman