



1 NGC 19-02

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4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 NEVADA GAMING CONTROL BOARD,)
7 Complainant,
8 vs.
9 SMUGGLE INN, dba SMUGGLE INN,
10 Respondent.

STIPULATION FOR SETTLEMENT
AND ORDER

11 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
12 (BOARD), Complainant herein filed and served a Complaint, NGC Case No. 19-02,
13 against the above-captioned RESPONDENT alleging certain violations of the Nevada
14 Gaming Control Act and Regulations of the Nevada Gaming Commission.

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

- 18 1. RESPONDENT admits each and every allegation set forth in the Complaint,
19 NGC Case No. 19-02.
- 20 2. RESPONDENT fully understands and voluntarily waives the right to a public
21 hearing on the charges and allegations set forth in the Complaint, the right to present
22 and cross-examine witnesses, the right to a written decision on the merits of the
23 Complaint, which must contain findings of fact and a determination of the issues
24 presented, and the right to obtain judicial review of the Nevada Gaming Commission's
25 decision.
- 26 3. RESPONDENT agrees to voluntarily surrender its restricted gaming license
27 and the BOARD agrees to accept the surrender of RESPONDENT's restricted gaming
28 license effective immediately upon Nevada Gaming Commission approval of this

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NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

1 Stipulation for Settlement. No further action of any party to this Stipulation for
2 Settlement shall be necessary to effect said surrender.

3 4. In consideration for the execution of this Stipulation for Settlement,
4 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
5 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
6 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
7 of their members, agents, and employees in their individual and representative
8 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
9 executions, claims, and demands whatsoever known or unknown, in law and equity, that
10 RESPONDENT ever had, now have, may have, or claim to have against any and all of the
11 persons or entities named in this paragraph arising out of, or by reason of, the
12 investigation of the allegations in the Complaint and this disciplinary action, NGC Case
13 No. 19-02, or any other matter relating thereto.

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

24 6. RESPONDENT enters into this Stipulation for Settlement freely and
25 voluntarily and acknowledges that RESPONDENT had an opportunity to consult with
26 counsel prior to entering into this Stipulation for Settlement. RESPONDENT further
27 acknowledges that this Stipulation for Settlement is

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1 not the product of force, threats, or any other form of coercion or duress, but is the
2 product of discussions between RESPONDENT and the attorney for the BOARD.

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

8 8. RESPONDENT 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 Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right they
11 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 Stipulation for Settlement. If the Nevada
14 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn
15 as null and void and RESPONDENT's admissions, if any, that certain violations of the
16 Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
17 occurred shall be withdrawn.

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

23 10. RESPONDENT agrees and understands that although this Stipulation for
24 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint
25 filed in NGC Case No. 19-02, that the allegations contained in the Complaint filed in
26 NGC Case No. 19-02, and the terms of this Stipulation for Settlement, may be considered
27 by the BOARD and/or the Nevada Gaming Commission, with regards to any and all

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

3 11. RESPONDENT and the BOARD shall each bear their own costs incurred in
4 this disciplinary action, NGC Case No. 19-02.

5 12. RESPONDENT, by executing this Stipulation for Settlement, affirmatively
6 waives all notices required by law for this matter including, but not limited to, notices
7 concerning consideration of the character or misconduct of a person (Nevada Revised
8 Statute ((NRS) 241.033), notices concerning consideration of administrative action
9 against a person (NRS 241.034), and notices concerning hearings before the Nevada
10 Gaming Commission (NRS 463.312). Regardless of the waiver of legal notice
11 requirements, the BOARD and Nevada Gaming Commission will attempt to provide
12 reasonable notice of the time and place of the hearing. Further, in negotiating this
13 Stipulation for Settlement, RESPONDENT acknowledges that the BOARD has provided
14 RESPONDENT with the date and time of the Nevada Gaming Commission hearing
15 during which the BOARD anticipates the Nevada Gaming Commission will consider
16 approving this Stipulation for Settlement.

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1 13. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Nevada Gaming Commission.

3 DATED this 2nd day of August, 2019.

4 SMUGGLE INN,
5 dba SMUGGLE INN

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7 RICHARD DiCANDILO
8 President

9 McDONALD CARANO

10 DENNIS GUTWALD
11 Attorney for Respondents

NEVADA GAMING CONTROL BOARD

12 
13 SANDRA D. MORGAN, Chairwoman

14 
15 TERRY JOHNSON, Member

16 
17 PHILIP KATSAROS, Member

Submitted by:

18 AARON D. FORD
19 Attorney General

By:

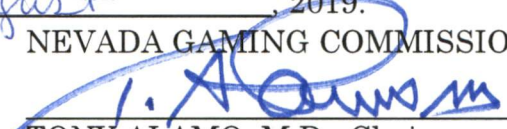
20 
21 JOHN S. MICHELA
22 Senior Deputy Attorney General
23 Gaming Division
24 Attorneys for Nevada Gaming
25 Control Board
26 5420 Kietzke Lane, Suite 202
27 Reno, Nevada 89511
28 Telephone: (775) 687-2118

ORDER

IT IS SO ORDERED in NGC Case No. 19-02.

DATED this 22ND day of August, 2019.

NEVADA GAMING COMMISSION

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24 TONY ALAMO, M.D., Chairman