



1 NGC 20-03

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STATE OF NEVADA

6

BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD,

8

Complainant,

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vs.

STIPULATION FOR SETTLEMENT
AND ORDER

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HOTEL NEVADA & GAMBLING HALL,
LTD, dba HOTEL NEVADA & GAMBLING
HALL,

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Respondent.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein filed and served a Complaint, NGC Case No. 20-03, against the above-captioned RESPONDENT 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 RESPONDENT that the Complaint, NGC Case No. 20-03, filed against RESPONDENT in the above-entitled 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 Case No. 20-03.

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2. RESPONDENT fully understands and voluntarily waives 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. RESPONDENT agrees to pay TEN THOUSAND DOLLARS and NO CENTS
2 (\$10,000.00) 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
6 353.1467. Interest on the fine 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. RESPONDENT wishes to state the following with regard to the mitigating
9 steps it took when it became aware of this complaint, which awareness resulted from the
10 BOARD'S filing of this complaint with the COMMISSION: Immediately upon reviewing
11 the complaint, RESPONDENT realized that, notwithstanding its existing health safety
12 plan, there were some patrons and employees who chose not to follow certain aspects of the
13 existing health safety plan. Therefore, RESPONDENT developed an "Enforcement
14 Supplement" ("Supplement") to its existing health safety plan. The Supplement detailed
15 (i) what steps RESPONDENT will implement to expand its already existing monitoring for
16 compliance of its existing health safety plan and (ii) what steps RESPONDENT will take
17 if there is a violation of the existing health safety plan by either a patron or employee.

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

1 6. In consideration for the execution of this Stipulation for Settlement,
2 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada
3 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
4 and each of their members, agents, and employees in their individual and representative
5 capacities against any and all claims, suits and actions, brought against the persons named
6 in this paragraph by reason of the investigation of the allegations in the Complaint, filed
7 in this disciplinary action, NGC Case No. 20-03, and all other matters relating thereto, and
8 against any and all expenses, damages, charges and costs, including court costs and
9 attorney fees, which may be sustained by the persons and entities named in this paragraph
10 as a result of said claims, suits and actions.

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

17 8. RESPONDENT and the BOARD acknowledge that this Stipulation for
18 Settlement is made to avoid litigation and economize resources. The parties agree and
19 understand that this Stipulation for Settlement is intended to operate as full and final
20 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
21 case, NGC Case No. 20-03.

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 Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right they
25 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 Stipulation for Settlement. If the Nevada
28 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn

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

4 10. RESPONDENT and the BOARD agree and understand that this Stipulation for
5 Settlement is intended to operate as the full and final settlement of the Complaint filed in
6 NGC Case No. 20-03. The parties further agree and understand that any oral
7 representations are superseded by this Stipulation for Settlement and that only those
8 terms memorialized in writing herein shall be effective.

9 11. RESPONDENT agrees and understands that although this Stipulation for
10 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed
11 in NGC Case No. 20-03, that the allegations contained in the Complaint filed in NGC Case
12 No. 20-03, and the terms of this Stipulation for Settlement, may be considered by the
13 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications
14 by RESPONDENT that are currently pending before the BOARD or the Nevada Gaming
15 Commission, or that are filed in the future with the BOARD.

16 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this
17 disciplinary action, NGC Case No. 20-03.

18 13. RESPONDENT, by executing this Stipulation for Settlement, affirmatively
19 waives all notices required by law for this matter including, but not limited to, notices
20 concerning consideration of the character or misconduct of a person (Nevada Revised
21 Statute (NRS) 241.033), notices concerning consideration of administrative action against
22 a person (NRS 241.034), and notices concerning hearings before the Nevada Gaming
23 Commission (NRS 463.312). Regardless of the waiver of legal notice requirements, the
24 BOARD and Nevada Gaming Commission will attempt to provide reasonable notice of the
25 time and place of the hearing. Further, in negotiating this Stipulation for Settlement,
26 RESPONDENT acknowledges that the BOARD has provided RESPONDENT with the date
27 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates
28 the Nevada Gaming Commission will consider approving this Stipulation for Settlement.

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

3 DATED this 31st day of August, 2020.

4 HOTEL NEVADA & GAMBLING HALL,
5 LTD, dba HOTEL NEVADA
6 & GAMBLING HALL

7 GAUGHAN GAMING MANAGEMENT
8 Manager and Key Employee
9 By: John Davis Gaughan, Manager

10 GREENBERG TRAURIG, LLP

11 M. Clayton
12 MARK A. CLAYTON
13 Attorney for Respondents

NEVADA GAMING CONTROL BOARD

Sandra D. Morgan
SANDRA D. MORGAN, Chairwoman

Terry Johnson
TERRY JOHNSON, Member

Philip Katsaros
PHILIP KATSAROS, Member

Submitted by:

AARON D. FORD
Attorney General

By:

John S. Michela
JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
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Control Board
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22 **ORDER**

23 IT IS SO ORDERED in NGC Case No. 20-03.

24 DATED this 24th day of September, 2020.

26 NEVADA GAMING COMMISSION

27 John T. Moran, Jr.
28 JOHN T. MORAN, JR., Chairman