



1 NGC 21-03

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STATE OF NEVADA  
BEFORE THE NEVADA GAMING COMMISSION

NEVADA GAMING CONTROL BOARD,

Complainant,

vs.

BETTE M. LARSEN  
(100% Owner of The Timbers)

Respondent.

STIPULATION FOR SETTLEMENT  
AND ORDER

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 21-03, against the above-captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 21-03, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 21-03.
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.
3. RESPONDENT agrees to pay a fine in the amount of TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00) electronically transferred to the *State of Nevada*,

1 Nevada Gaming Commission on or before the date this stipulated settlement agreement is  
2 accepted by the Nevada Gaming Commission. Said payment shall be made by a method of  
3 electronic payment approved by the Tax and License Division of the BOARD pursuant to  
4 NRS 353.1467. Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid  
5 balance computed from the date payment is due until payment is made in full.

6 4. RESPONDENT agrees its restricted gaming license shall be deemed  
7 surrendered at 11:59 p.m. (Pacific Standard Time) on January 31, 2022. No further action  
8 of any party to this Stipulation for Settlement shall be necessary to effect said surrender.

9 5. The BOARD Chair, or designee, in the Chair's sole and absolute discretion,  
10 may administratively extend the time and date RESPONDENT's license is deemed  
11 surrendered to not later than 11:59 p.m. (Pacific Daylight Time) on July 30, 2022.

12 6. RESPONDENT agrees to have the following condition on her restricted  
13 gaming license modified as follows (new language in UNDERLINED ITALICS):

14 A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN  
15 60 DAYS FROM THE DATE THIS STIPULATION FOR  
16 SETTLEMENT IS ACCEPTED BY THE NEVADA GAMING  
17 COMMISSION, AND THEREAFTER BE REFILED WITHIN 60  
18 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT  
19 POSITION. ANY PERSON OCCUPYING THAT POSITION  
20 SHALL DEMONSTRATE SUCCESSFUL COMPLETION OF A  
21 REGULATORY COMPLIANCE SEMINAR FOR RESTRICTED  
22 LICENSEES WHICH IS DEEMED ACCEPTABLE TO THE  
23 NEVADA GAMING CONTROL BOARD CHAIR OR THE  
24 CHAIR'S DESIGNEE WITHIN 90 DAYS OF THE PERSON  
25 ACCEPTING SUCH POSITION. THE TIME TO COMPLETE  
26 THE REGULATORY COMPLIANCE SEMINAR MAY BE  
27 ADMINISTRATIVELY EXTENDED BY THE BOARD CHAIR  
28 OR THE CHAIR'S DESIGNEE.

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

12           8.     In consideration for the execution of this Stipulation for Settlement,  
13 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada  
14 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,  
15 and each of their members, agents, and employees in their individual and representative  
16 capacities against any and all claims, suits and actions, brought against the persons named  
17 in this paragraph by reason of the investigation of the allegations in the Complaint, filed  
18 in this disciplinary action, NGC Case No. 21-03, and all other matters relating thereto, and  
19 against any and all expenses, damages, charges and costs, including court costs and  
20 attorney fees, which may be sustained by the persons and entities named in this paragraph  
21 as a result of said claims, suits and actions.

22           9.     RESPONDENT enters into this Stipulation for Settlement freely and  
23 voluntarily and acknowledges that RESPONDENT had an opportunity to consult with  
24 counsel prior to entering into this Stipulation for Settlement. RESPONDENT further  
25 acknowledges that this Stipulation for Settlement is not the product of force, threats, or  
26 any other form of coercion or duress, but is the product of discussions between  
27 RESPONDENT and the attorney for the BOARD.

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

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

16           12.   RESPONDENT and the BOARD agree and understand that this Stipulation  
17 for Settlement is intended to operate as the full and final settlement of the Complaint filed  
18 in NGC Case No. 21-03. The parties further agree and understand that any oral  
19 representations are superseded by this Stipulation for Settlement and that only those  
20 terms memorialized in writing herein shall be effective.

21           13.   RESPONDENT agrees and understands that although this Stipulation for  
22 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed  
23 in NGC Case No. 21-03, that the allegations contained in the Complaint filed in NGC Case  
24 No. 21-03, and the terms of this Stipulation for Settlement, may be considered by the  
25 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications  
26 by RESPONDENT that are currently pending before the BOARD or the Nevada Gaming  
27 Commission, or that are filed in the future with the BOARD.

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1           14.   RESPONDENT and the BOARD shall each bear their own costs incurred in  
2 this disciplinary action, NGC Case No. 21-03.

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

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

3 DATED this 9th day of August, 2021.

4 NEVADA GAMING CONTROL BOARD

5 Bette M. Larsen  
6 BETTE M. LARSEN  
7 (100% Owner of The Timbers)

J. Brin Gibson  
J. BRIN GIBSON, Chairman

8 ALLISON MACKENZIE, LTD.  
9 Christopher Mackenzie  
10 CHRISTOPHER MACKENZIE  
11 Attorney for Respondents

Philip Katsaros  
PHILIP KATSAROS, Member

Brittnie Watkins  
BRITTNIE WATKINS, Member

12 Submitted by:

13 AARON D. FORD  
14 Attorney General

15 By: John S. Michela  
16 JOHN S. MICHELA  
17 Senior Deputy Attorney General  
18 Gaming Division  
19 5420 Kietzke Lane, Suite 202  
20 Reno, Nevada 89511  
21 Telephone: (775) 687-2118  
22 Attorneys for the Nevada Gaming Control Board

23 ORDER

24 IT IS SO ORDERED in NGC Case No. 21-03.

25 DATED this 23<sup>rd</sup> day of September, 2021.

26 NEVADA GAMING COMMISSION  
27 John T. Moran, Jr.  
28 JOHN T. MORAN, JR., Chairman