



1 NGC 23-01

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD,

7

Complainant,

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vs.

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THE DONALD J. LAUGHLIN GAMING
TRUST, dba RIVERSIDE RESORT &
CASINO,

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Respondent.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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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. 23-01,
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. 23-01, 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. 23-01.

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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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3. RESPONDENT agrees to pay a fine in the amount of FIVE HUNDRED

1 THOUSAND DOLLARS and NO CENTS (\$500,000.00) electronically transferred to the
2 *State of Nevada, Nevada Gaming Commission* within two working days of the date this
3 stipulated settlement agreement is accepted by the Nevada Gaming Commission.
4 Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid balance
5 computed from the date payment is due until payment is made in full.

6 4. RESPONDENT wishes to state the following with regard to the voluntary
7 mitigating steps it took once it received a draft of the complaint in this matter.

8 a. Respondent implemented measures to ensure that appropriate staff of
9 the Board's Enforcement Division is contacted whenever Respondent's executive
10 management becomes aware of even a questionable incident involving any member
11 of its security department.

12 b. Respondent augmented its Security Department Code of Conduct for
13 Security Personnel with the addition of specific supplemental Security Department
14 Arrest & Detention Policies & Procedures and Use of Force Policies & Procedures.
15 Also, Respondent instituted on October 24, 2022, a Security Incident Review
16 Committee, made up of the Respondent's executive management, security
17 management, surveillance management, human resources management, and the
18 corporate paralegal.

19 c. Respondent enhanced its training program for its security staff by
20 engaging an experienced, independent person to administer and provide new
21 outside security training. Respondent's new outside security training includes
22 periodic re-training sessions for all members of its security staff. Respondent's
23 security employees' attendance at such training and re-training sessions is
24 recorded in their respective personnel files. The next sessions of outside security
25 training for all of the Respondent's security personnel are scheduled to be provided
26 in February and March 2024, which will include emphasis on conflict resolution
27 and de-escalation.
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1 d. Respondent revised its Slot Department Drop Team Guest Relations
2 policy to better address the procedures to be followed by its Drop Team employees'
3 during interactions with patrons playing slot machines while a drop is occurring at
4 the same time.

5 5. In consideration for the execution of this Stipulation for Settlement,
6 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
7 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
8 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
9 of their members, agents, and employees in their individual and representative
10 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
11 executions, claims, and demands whatsoever known or unknown, in law and equity, that
12 RESPONDENT ever had, now has, may have, or claims to have against any and all of the
13 persons or entities named in this paragraph arising out of, or by reason of, the
14 investigation of the allegations in the Complaint and this disciplinary action, NGC Case
15 No. 23-01, or any other matter relating thereto.

16 6. In consideration for the execution of this Stipulation for Settlement,
17 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada
18 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
19 and each of their members, agents, and employees in their individual and representative
20 capacities against any and all claims, suits and actions, brought against the persons
21 named in this paragraph by reason of the investigation of the allegations in the
22 Complaint, filed in this disciplinary action, NGC Case No. 23-01, and all other matters
23 relating thereto, and against any and all expenses, damages, charges and costs, including
24 court costs and attorney fees, which may be sustained by the persons and entities named
25 in this paragraph as a result of said claims, suits and actions.

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

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

4 8. RESPONDENT and the BOARD acknowledge that this Stipulation for
5 Settlement is made to avoid litigation and economize resources. The parties agree and
6 understand that this Stipulation for Settlement is intended to operate as full and final
7 settlement of the Complaint filed against RESPONDENT in the above-entitled
8 disciplinary case, NGC Case No. 23-01.

9 9. RESPONDENT and the BOARD recognize and agree that the Nevada
10 Gaming Commission has the sole and absolute discretion to determine whether to accept
11 this Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right
12 they may have to challenge the impartiality of the Nevada Gaming Commission to hear
13 the above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
14 Commission determines not to accept this Stipulation for Settlement. If the Nevada
15 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn
16 as null and void and Respondent's admissions, if any, that certain violations of the
17 Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
18 occurred shall be withdrawn. This paragraph is severable from the other provisions of
19 this Stipulation for Settlement and shall survive in the event the other provisions are
20 withdrawn as null and void.

21 10. RESPONDENT and the BOARD agree and understand that this Stipulation
22 for Settlement is intended to operate as the full and final settlement of the Complaint
23 filed in NGC Case No. 23-01. The parties further agree and understand that any oral
24 representations are superseded by this Stipulation for Settlement and that only those
25 terms memorialized in writing herein shall be effective.

26 11. RESPONDENT agrees and understands that although this Stipulation for
27 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint
28 filed in NGC Case No. 23-01, that the allegations contained in the Complaint filed in

1 NGC Case No. 23-01, and the terms of this Stipulation for Settlement, may be considered
2 by the BOARD and/or the Nevada Gaming Commission, with regards to any and all
3 applications by RESPONDENT that are currently pending before the BOARD or the
4 Nevada Gaming Commission, or that are filed in the future with the BOARD.

5 12. RESPONDENT and the BOARD shall each bear their own costs incurred in
6 this disciplinary action, NGC Case No. 23-01.

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

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

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4 DATED this 9 day of February, 2024.

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6 THE DONALD J. LAUGHLIN
7 GAMING TRUST
8 dba RIVERSIDE RESORT & CASINO

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10 MATTHEW C. LAUGHLIN
Trustee

11 McDONALD CARANO LLP

12 
13 P. GREGORY GIORDANO
14 *Attorney for Respondent*

NEVADA GAMING CONTROL BOARD

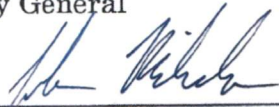
15 
KIRK D. HENDRICK, Chairman

16 
BRITTNE WATKINS, Ph.D. Member

17 
HON. GEORGE ASSAD (RET.), Member

Submitted by:

18 AARON D. FORD
19 Attorney General

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

ORDER

IT IS SO ORDERED in NGC Case No. 23-01.

DATED this _____ day of _____ 2024.

NEVADA GAMING COMMISSION

HON. JENNIFER P. TOGLIATTI, Chair