

RECEIVED/FILED  
AUG 24 2023  
NEVADA GAMING COMMISSION  
CARSON CITY, NEVADA

1 NGC 23-06

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STATE OF NEVADA  
BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD, )

7

Complainant,

8

vs.

STIPULATION FOR SETTLEMENT  
AND ORDER

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ARTESIAN PARTNERS, LLC,  
dba PEAVINE TAPHOUSE EATS  
AND BEATS,  
ANITA MARIE NOBLE, and  
MATTHEW TODD REARDON,

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Respondents.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint in case No. NGC Case No. 23-06, against ARTESIAN PARTNERS, LLC, dba PEAVINE TAPHOUSE EATS AND BEATS, ANITA MARIE NOBLE, AND MATTHEW TODD REARDON, RESPONDENTS herein, 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 RESPONDENTS that the Complaint, NGC Case No. 23-06, filed against RESPONDENTS in the above-entitled case, shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC Case No. 23-06.

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2. RESPONDENTS fully understand and voluntarily waive 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

1 right to obtain judicial review of the Nevada Gaming Commission's (Commission) decision.

2 3. RESPONDENTS agree to pay a fine in the total amount of THREE THOUSAND  
3 DOLLARS and NO CENTS (\$3,000.00) electronically transferred to the *State of Nevada-*  
4 *Nevada Gaming Commission* within two working days of the date this Stipulation for  
5 Settlement is accepted by the Commission. Interest on the fine shall accrue in accordance  
6 with Nevada Revised Statute (NRS) 17.130 on any unpaid balance computed from the date  
7 payment is due until payment is made in full.

8 4. In consideration for the execution of this settlement agreement, RESPONDENTS,  
9 for themselves, their heirs, executors, administrators, successors, and assigns, hereby  
10 release and forever discharge the State of Nevada, the Commission, the BOARD, the  
11 Nevada Attorney General and each of their members, agents, and employees in their  
12 individual and representative capacities, from any and all manner of actions, causes of  
13 action, suits, debts, judgments, executions, claims, and demands whatsoever known or  
14 unknown, in law and equity, that RESPONDENTS ever had, now have, may have, or claim  
15 to have against any and all of the persons or entities named in this paragraph arising out  
16 of, or by reason of, the investigation of the allegations in the Complaint and this  
17 disciplinary action, NGC Case No. 23-06, or any other matter relating thereto.

18 5. In consideration for the execution of this settlement agreement, RESPONDENTS  
19 hereby indemnify and hold harmless the State of Nevada, the Commission, the BOARD,  
20 the Nevada Attorney General, and each of their members, agents, and employees in their  
21 individual and representative capacities against any and all claims, suits and actions,  
22 brought against the persons named in this paragraph by reason of the investigation of the  
23 allegations in the Complaint, filed in this disciplinary action, NGC Case No. 23-06, and all  
24 other matters relating thereto, and against any and all expenses, damages, charges and  
25 costs, including court costs and attorney fees, which may be sustained by the persons and  
26 entities named in this paragraph as a result of said claims, suits and actions.

27 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily  
28 and with the assistance of legal counsel. RESPONDENTS further acknowledge that this



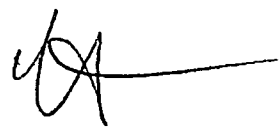
1 Stipulated Settlement is not the product of force, threats, or any other form of coercion or  
2 duress, but is the product of discussions between RESPONDENTS and the attorney for the  
3 BOARD.

4 7. RESPONDENTS affirmatively represent that if RESPONDENTS, this  
5 Stipulation for Settlement and Order, and/or any amounts distributed under this  
6 Stipulation for Settlement and Order are subject to, or will become subject to, the  
7 jurisdiction of any bankruptcy court, the bankruptcy court's approval is not necessary for  
8 this Stipulation for Settlement and Order to become effective, or that the bankruptcy court  
9 has already approved this Stipulation for Settlement and Order.

10 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to  
11 avoid litigation and economize resources. The parties agree and understand that this  
12 Stipulation for Settlement is intended to operate as full and final settlement of the  
13 Complaint filed against RESPONDENTS in the above-entitled disciplinary case, NGC  
14 Case No. 23-06.

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

24 10. RESPONDENTS and the BOARD agree and understand that this settlement  
25 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
26 Case No. 23-06. The parties further agree and understand that any oral representations  
27 are superseded by this settlement agreement and that only those terms memorialized in  
28 writing herein shall be effective.

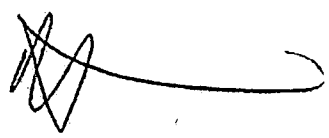


1 11. RESPONDENTS agree and understand that although this settlement, if  
2 approved by the Commission, will settle the Complaint filed in NGC Case No. 23-06, that  
3 the allegations contained in the Complaint filed in NGC Case No. 23-06 and the terms of  
4 this settlement agreement may be considered by the BOARD and/or the Commission, with  
5 regard to any and all applications by RESPONDENTS that are currently pending before  
6 the BOARD or the Commission, or that are filed in the future with the BOARD.

7 12. RESPONDENTS and the BOARD shall each bear their own costs incurred in  
8 this disciplinary action, NGC Case No. 23-06.

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

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1 14. This Stipulated Settlement agreement shall become effective immediately upon  
2 approval by the Commission.

3 DATED this 18 day of July, 2023.

4 ARTESIAN PARTNERS, LLC  
5 dba PEAVINE TAPHOUSE EATS  
6 AND BEATS,  
7 ANITA MARIE NOBLE, and  
8 MATTHEW TODD REARDON

NEVADA GAMING CONTROL BOARD

  
KIRK D. HENDRICK, Chair

9 By: July 11, 2023  
Anita Marie Noble  
ANITA MARIE NOBLE, Esq.

Brittanie Watkins  
BRITTANIE WATKINS, PhD, Member

10 July 13, 2023  
11 M. Todd Reardon  
12 By: MATTHEW TODD REARDON

George Assad  
HON. GEORGE ASSAD (RET.), Member

13 ARGENTUM LAW

14 By: \_\_\_\_\_  
15 CHASE WHITTEMORE, Esq.  
16 Attorneys for RESPONDENTS

Submitted by:

AARON D. FORD  
Attorney General

17 By: Michael P. Somps  
18 MICHAEL P. SOMPS  
19 Senior Deputy Attorney General  
20 Gaming Division  
21 5420 Kietzke Lane, Suite 202  
22 Reno, Nevada 89511  
23 Telephone: (775) 687-2124

**ORDER**

24 IT IS SO ORDERED in NGC Case No. 23-06.

25 DATED this 24<sup>th</sup> day of August, 2023.

26 NEVADA GAMING COMMISSION

27 Jennifer Togliatti  
28 JENNIFER TOGLIATTI, Chairwoman

