



1 NGC 24-01

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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.

STIPULATION FOR SETTLEMENT  
AND ORDER

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MEI-GSR HOLDINGS, LLC,  
dba GRAND SIERRA RESORT  
AND CASINO,

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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 a Complaint in case No. NGC Case No. 24-01 against MEI-GSR HOLDINGS, LLC, dba GRAND SIERRA RESORT AND CASINO, RESPONDENT herein, 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. 24-01, 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. 24-01.

2. RESPONDENT requested, and the BOARD agreed, that RESPONDENT be allowed to include a statement in this Stipulation for Settlement regarding its view of the specific facts resulting in the allegations set forth in the Complaint. Although the BOARD disputes the following and is prepared to present evidence to the contrary if this were to proceed to a hearing, RESPONDENT makes the following statement as indicated with *italics*:

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1            *RESPONDENT admits that the Board Agent was delayed but*  
2            *asserts that the Board Agent was delayed for approximately six*  
3            *minutes and then allowed to proceed into the theater without being*  
4            *disarmed, but instead of entering the theater, he chose to leave the*  
5            *premises after additional discussion with RESPONDENT'S*  
             *security officers.*

6            3.        RESPONDENT fully understands and voluntarily waives the right to a public  
7 hearing on the charges and allegations set forth in the Complaint, the right to present and  
8 cross-examine witnesses, the right to a written decision on the merits of the Complaint,  
9 which must contain findings of fact, and a determination of the issues presented, and the  
10 right to obtain judicial review of the Nevada Gaming Commission's (Commission) decision.

11           4.        RESPONDENT agrees to pay a fine in the total amount of TWO HUNDRED  
12 FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) electronically transferred  
13 to the *State of Nevada-Nevada Gaming Commission* within two working days of the date  
14 this Stipulation for Settlement is accepted by the Commission. Interest on the fine shall  
15 accrue in accordance with Nevada Revised Statute (NRS) 17.130 on any unpaid balance  
16 computed from the date payment is due until payment is made in full.

17           5.        RESPONDENT further agrees that its license shall be conditioned as follows:

18                                MEI-GSR HOLDINGS, LLC, dba GRAND SIERRA RESORT  
19                                AND CASINO shall develop, implement, and maintain a  
20                                training program for all of its employees and representatives  
21                                who may interact with Nevada Gaming Control Board (Board)  
22                                agents that instructs such employees and representatives on  
23                                how to interact with Board agents and on Board agents'  
24                                authority while on the premises, including without limitation  
25                                that Board agents acting within the course of their job duties  
26                                must be given immediate access to all portions of the premises  
                                 upon presentation of a Board issued badge and credentials. The  
                                 training program must require that employees and  
                                 representatives be trained within the first three shifts worked by  
                                 the employee or representative and on an annual basis  
                                 thereafter.

27           6.        In consideration for the execution of this Stipulation for Settlement,  
28 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,

1 hereby releases and forever discharges the State of Nevada, the Commission, the BOARD,  
2 the Nevada Attorney General and each of their members, agents, and employees in their  
3 individual and representative capacities, from any and all manner of actions, causes of  
4 action, suits, debts, judgments, executions, claims, and demands whatsoever known or  
5 unknown, in law and equity, that RESPONDENT ever had, now has, may have, or claim  
6 to have against any and all of the persons or entities named in this paragraph arising out  
7 of, or by reason of, the investigation of the allegations in the Complaint and this  
8 disciplinary action, NGC Case No. 24-01, or any other matter relating thereto.

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

19         8. RESPONDENT enters into this Stipulation for Settlement freely and  
20 voluntarily and with the assistance of legal counsel. RESPONDENT further acknowledges  
21 that this Stipulated Settlement is not the product of force, threats, or any other form of  
22 coercion or duress, but is the product of discussions between RESPONDENT and the  
23 attorney for the BOARD.

24         9. RESPONDENT affirmatively represents that if RESPONDENT, this  
25 Stipulation for Settlement, and/or any amounts distributed under this Stipulation for  
26 Settlement are subject to, or become subject to, the jurisdiction of any bankruptcy court,  
27 the bankruptcy court's approval is not necessary for this Stipulation for Settlement and  
28 Order to become effective, or that the bankruptcy court has already approved this

1 Stipulation for Settlement.

2 10. RESPONDENT and the BOARD acknowledge that this Stipulation for  
3 Settlement is made to avoid litigation and economize resources.

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

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

18 13. RESPONDENT agrees and understands that although this Stipulation for  
19 Settlement, if approved by the Commission, will settle the Complaint filed in NGC Case  
20 No. 24-01, the allegations contained in the Complaint filed in NGC Case No. 24-01 and the  
21 terms of this Stipulation for Settlement may be considered by the BOARD and/or the  
22 Commission, with regard to any and all applications by RESPONDENT that are currently  
23 pending before the BOARD or the Commission, or that are filed in the future with the  
24 BOARD.

25 14. RESPONDENT and the BOARD shall each bear their own costs incurred in  
26 this disciplinary action, NGC Case No. 24-01.

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1           15.   RESPONDENT, by executing this Stipulation for Settlement, affirmatively  
2 waives all notices required by law for this matter including, but not limited to, notices  
3 concerning consideration of the character or misconduct of a person (NRS 241.033), notices  
4 concerning consideration of administrative action against a person (NRS 241.034), and  
5 notices concerning hearings before the Commission (NRS 463.312). Regardless of the  
6 waiver of legal notice requirements, the BOARD and Commission will attempt to provide  
7 reasonable notice of the time and place of the hearing. RESPONDENT shall provide any  
8 electronic mail addresses to the Executive Secretary (nrupert@gcb.nv.gov) at which it  
9 would like to receive such reasonable notice. Further, in negotiating this Stipulation for  
10 Settlement, RESPONDENT acknowledges that the BOARD has provided RESPONDENT  
11 with the date and time of the Commission hearing during which the BOARD anticipates  
12 the Commission will consider approving this settlement.

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

3           DATED this \_\_\_\_ day of \_\_\_\_\_ 2024.

4 MEI-GSR HOLDINGS, LLC, dba  
5 GRAND SIERRA RESORT AND CASINO

NEVADA GAMING CONTROL BOARD

6 By:   
7 SHANNON KEEL  
8 General Manager

KIRK D. HENDRICK, Chair

9 BROWNSTEIN HYATT FARBER  
10 SCHRECK, LLP

BRITTNIE WATKINS, PhD, Member

11 By:   
12 SCOTT SCHERER, Esq.  
13 Attorneys for Respondent

HON. GEORGE ASSAD (RET.), Member

14 Submitted by:

15 AARON D. FORD  
16 Attorney General

17 By:   
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

24 **ORDER**

25 IT IS SO ORDERED in NGC Case No. 24-01.

26 DATED this \_\_\_\_ day of October 2024.

27 NEVADA GAMING COMMISSION

28 \_\_\_\_\_  
JENNIFER TOGLIATTI, Chairwoman

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

3           DATED this 3rd day of October 2024.

4 MEI-GSR HOLDINGS, LLC, dba  
5 GRAND SIERRA RESORT AND CASINO

NEVADA GAMING CONTROL BOARD

6 By:   
7 SHANNON KEEL  
8 General Manager

  
KIRK D. HENDRICK, Chair

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10 SCHRECK, LLP

  
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11 By:  
12 SCOTT SCHERER, Esq.  
13 Attorneys for Respondent

  
HON. GEORGE ASSAD (RET.), Member

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15 AARON D. FORD  
16 Attorney General

17 By:   
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

24 **ORDER**

25 IT IS SO ORDERED in NGC Case No. 24-01.

26 DATED this \_\_\_\_\_ day of October 2024.

27 NEVADA GAMING COMMISSION

28 \_\_\_\_\_  
JENNIFER TOGLIATTI, Chairwoman