



1 NGC 21-06

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4  
5 STATE OF NEVADA

6 BEFORE THE NEVADA GAMING COMMISSION

7 NEVADA GAMING CONTROL BOARD,

8 Complainant,

9 vs.

10 FAMILY FOOD MART PARTNERSHIP,  
11 dba FAMILY FOOD MART

12 Respondent.

STIPULATION FOR SETTLEMENT  
AND ORDER

13 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
14 (BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 21-06, against  
15 the above-captioned RESPONDENT alleging certain violations of the Nevada Gaming  
16 Control Act and Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT  
18 that the Complaint, NGC Case No. 21-06, filed against RESPONDENT in the above-  
19 entitled case shall be settled on the following terms and conditions:

20 1. RESPONDENT admits each and every allegation set forth in the Complaint,  
21 NGC Case No. 21-06.

22 2. RESPONDENT fully understands and voluntarily waives the right to a public  
23 hearing on the charges and allegations set forth in the Complaint, the right to present and  
24 cross-examine witnesses, the right to a written decision on the merits of the Complaint,  
25 which must contain findings of fact and a determination of the issues presented, and the  
26 right to obtain judicial review of the Nevada Gaming Commission's decision.

27 3. RESPONDENT agrees to pay a fine in the amount of TWENTY-FIVE  
28 THOUSAND DOLLARS and NO CENTS (\$25,000.00) electronically transferred to the

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

7 4. RESPONDENT agrees to have the following condition placed on its restricted  
8 gaming license:

9 A KEY EMPLOYEE APPLICATION MUST BE FILED WITHIN  
10 60 DAYS FROM THE DATE THIS STIPULATION FOR  
11 SETTLEMENT IS ACCEPTED BY THE NEVADA GAMING  
12 COMMISSION, AND THEREAFTER BE REFILED WITHIN 60  
13 DAYS OF ANY CHANGE IN THE PERSON OCCUPYING THAT  
14 POSITION.

15 5. In consideration for the execution of this Stipulation for Settlement,  
16 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,  
17 hereby releases and forever discharges the State of Nevada, the Nevada Gaming  
18 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each  
19 of their members, agents, and employees in their individual and representative capacities,  
20 from any and all manner of actions, causes of action, suits, debts, judgments, executions,  
21 claims, and demands whatsoever known or unknown, in law and equity, that  
22 RESPONDENT ever had, now has, may have, or claims to have against any and all of the  
23 persons or entities named in this paragraph arising out of, or by reason of, the investigation  
24 of the allegations in the Complaint and this disciplinary action, NGC Case No. 21-06, or  
25 any other matter relating thereto.

26 6. In consideration for the execution of this Stipulation for Settlement,  
27 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada  
28 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,

1 and each of their members, agents, and employees in their individual and representative  
2 capacities against any and all claims, suits and actions, brought against the persons named  
3 in this paragraph by reason of the investigation of the allegations in the Complaint, filed  
4 in this disciplinary action, NGC Case No. 21-06, and all other matters relating thereto, and  
5 against any and all expenses, damages, charges and costs, including court costs and  
6 attorney fees, which may be sustained by the persons and entities named in this paragraph  
7 as a result of said claims, suits and actions.

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

14         8.       RESPONDENT and the BOARD acknowledge that this Stipulation for  
15 Settlement is made to avoid litigation and economize resources. The parties agree and  
16 understand that this Stipulation for Settlement is intended to operate as full and final  
17 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary  
18 case, NGC Case No. 21-06.

19         9.       RESPONDENT and the BOARD recognize and agree that the Nevada  
20 Gaming Commission has the sole and absolute discretion to determine whether to accept  
21 this Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right  
22 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the  
23 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming  
24 Commission determines not to accept this Stipulation for Settlement. If the Nevada  
25 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn  
26 as null and void and Respondent's admissions, if any, that certain violations of the Nevada  
27 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall  
28 be withdrawn. This paragraph is severable from the other provisions of this Stipulation for

1 Settlement and shall survive in the event the other provisions are withdrawn as null and  
2 void.

3 10. RESPONDENT and the BOARD agree and understand that this Stipulation  
4 for Settlement is intended to operate as the full and final settlement of the Complaint filed  
5 in NGC Case No. 21-06. The parties further agree and understand that any oral  
6 representations are superseded by this Stipulation for Settlement and that only those  
7 terms memorialized in writing herein shall be effective.

8 11. RESPONDENT agrees and understands that although this Stipulation for  
9 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed  
10 in NGC Case No. 21-06, that the allegations contained in the Complaint filed in NGC Case  
11 No. 21-06, and the terms of this Stipulation for Settlement, may be considered by the  
12 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications  
13 by RESPONDENT that are currently pending before the BOARD or the Nevada Gaming  
14 Commission, or that are filed in the future with the BOARD.

15 12. RESPONDENT and the BOARD shall each bear their own costs incurred in  
16 this disciplinary action, NGC Case No. 21-06.

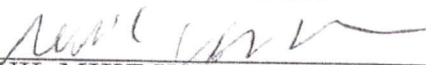
17 13. RESPONDENT, by executing this Stipulation for Settlement, affirmatively  
18 waives all notices required by law for this matter including, but not limited to, notices  
19 concerning consideration of the character or misconduct of a person (Nevada Revised  
20 Statute (NRS) 241.033), notices concerning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

28 . . . .

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

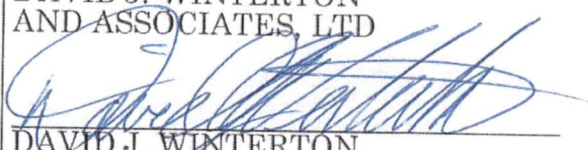
3 DATED this 20th day of October, 2021.

4 FAMILY FOOD MART PARTNERSHIP,  
5 dba FAMILY FOOD MART

6   
7 NOUIL MIKE YAKOO  
8 General Partner

9 SARHAD SAMIR SHABA  
10 General Partner

11 DAVID J. WINTERTON  
12 AND ASSOCIATES, LTD

13   
14 DAVID J. WINTERTON  
15 Attorney for Respondent

NEVADA GAMING CONTROL BOARD

16   
17 J. BRIN GIBSON, Chairman

18   
19 PHILIP KATSAROS, Member

20   
21 BRITTNE WATKINS, Member

Submitted by:

AARON D. FORD  
Attorney General

By:

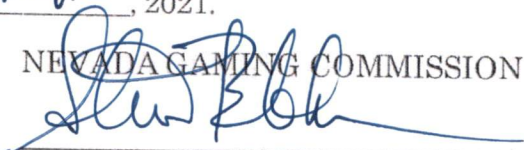
22   
23 JOHN S. MICHELA  
24 Senior Deputy Attorney General  
25 Gaming Division  
26 5420 Kietzke Lane, Suite 202  
27 Reno, Nevada 89511  
28 Telephone: (775) 687-2118  
Attorneys for the Nevada Gaming  
Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 21-06.

DATED this 28 day of OCTOBER, 2021.

NEVADA GAMING COMMISSION

23   
24 STEVEN B. COHEN, Acting Chair