



1 NGC 22-04

2  
3 **STATE OF NEVADA**  
4 **BEFORE THE NEVADA GAMING COMMISSION**

5  
6 NEVADA GAMING CONTROL BOARD, )  
7 Complainant, )  
8 vs. )  
9 RIVER PLATE, INC., )  
10 dba LA JOLLA; )  
11 Respondent. )

**STIPULATION FOR SETTLEMENT**  
**AND ORDER**

12 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD  
13 (BOARD), Complainant herein, filed a Complaint in case No. NGC Case No. 22-04, against  
14 RIVER PLATE, INC., dba LA JOLLA, RESPONDENT herein, alleging certain violations  
15 of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT  
17 that the Complaint, NGC Case No. 22-04, filed against RESPONDENT in the above-  
18 entitled case, shall be settled on the following terms and conditions:

19 1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC  
20 Case No. 22-04.

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

26 3. RESPONDENT agrees to pay a fine in the total amount of SEVEN THOUSAND  
27 FIVE HUNDRED DOLLARS and NO CENTS (\$7,500.00) electronically transferred to the  
28 *State of Nevada-Nevada Gaming Commission* on the date this Stipulation for Settlement

1 is accepted by the Commission. Interest on the fine shall accrue in accordance with Nevada  
2 Revised Statute (NRS) 17.130 on any unpaid balance computed from the date payment is  
3 due until payment is made in full.

4 4. RESPONDENT further agrees that the following condition shall be placed on its  
5 restricted gaming license:

6 WITHIN 60 DAYS OF COMMISSION APPROVAL OF THIS  
7 STIPULATION FOR SETTLEMENT, THE LICENSEE MUST  
8 EMPLOY OR CONTRACT WITH AN ACCOUNTANT OR  
9 BOOKKEEPER TO ENSURE COMPLIANCE WITH  
10 RELEVANT STATUTES AND REGULATIONS, INCLUDING  
11 LIVE ENTERTAINMENT INTERNAL CONTROL  
12 PROCEDURES, AND ASSIST THE ENTITY IN PROPERLY  
13 FILING TAX RETURNS. THE PERSON SHOULD HAVE  
14 PRIOR EXPERIENCE WITH GAMING AND GAMING  
15 STATUTES AND REGULATIONS, SPECIFICALLY LIVE  
16 ENTERTAINMENT TAX PROVISIONS AND NEVADA  
17 GAMING COMMISSION REGULATION 6. PRIOR APPROVAL  
18 BY THE BOARD CHAIR OR THE CHAIR'S DESIGNEE IS  
19 REQUIRED BEFORE THE PERSON IS EMPLOYED OR  
20 CONTRACTED AND BEFORE ANY CHANGE IN THE  
21 PERSON OCCUPYING THAT POSITION.

22 5. In consideration for the execution of this settlement agreement, RESPONDENT,  
23 for itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
24 forever discharges the State of Nevada, the Commission, the BOARD, the Nevada Attorney  
25 General and each of their members, agents, and employees in their individual and  
26 representative capacities, from any and all manner of actions, causes of action, suits, debts,  
27 judgments, executions, claims, and demands whatsoever known or unknown, in law and  
28 equity, that RESPONDENT ever had, now has, may have, or claim to have against any and  
all of the persons or entities named in this paragraph arising out of, or by reason of, the  
investigation of the allegations in the Complaint and this disciplinary actions, NGC Case  
No. 22-04, or any other matter relating thereto.

6. In consideration for the execution of this settlement agreement, RESPONDENT  
hereby indemnifies and holds harmless the State of Nevada, the Commission, the BOARD,  
the Nevada Attorney General, and each of their members, agents, and employees in their  
individual and representative capacities against any and all claims, suits and actions,

1 brought against the persons named in this paragraph by reason of the investigation of the  
2 allegations in the Complaint, filed in this disciplinary action, NGC Case No. 22-04, and all  
3 other matters relating thereto, and against any and all expenses, damages, charges and  
4 costs, including court costs and attorney fees, which may be sustained by the persons and  
5 entities named in this paragraph as a result of said claims, suits and actions.

6 7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily.  
7 RESPONDENT further acknowledges that this Stipulated Settlement is not the product of  
8 force, threats, or any other form of coercion or duress, but is the product of discussions  
9 between RESPONDENT and the attorney for the BOARD.

10 8. RESPONDENT affirmatively represents that if RESPONDENT, this Stipulation  
11 for Settlement and Order, and/or any amounts distributed under this Stipulation for  
12 Settlement and Order are subject to, or will become subject to, the jurisdiction of any  
13 bankruptcy court, the bankruptcy court's approval is not necessary for this Stipulation for  
14 Settlement and Order to become effective, or that the bankruptcy court has already  
15 approved this Stipulation for Settlement and Order.

16 9. RESPONDENT and the BOARD acknowledge that this settlement is made to  
17 avoid litigation and economize resources. The parties agree and understand that this  
18 Stipulation for Settlement is intended to operate as full and final settlement of the  
19 Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC Case  
20 No. 22-04.

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

1 Commission occurred shall be withdrawn.

2 11. RESPONDENT and the BOARD agree and understand that this settlement  
3 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
4 Case No. 22-04. The parties further agree and understand that any oral representations  
5 are superseded by this settlement agreement and that only those terms memorialized in  
6 writing herein shall be effective.

7 12. RESPONDENT agrees and understands that although this settlement, if  
8 approved by the Commission, will settle the Complaint filed in NGC Case No. 22-04, that  
9 the allegations contained in the Complaint filed in NGC Case No. 22-04 and the terms of  
10 this settlement agreement may be considered by the BOARD and/or the Commission, with  
11 regards to any and all applications by RESPONDENT that are currently pending before  
12 the BOARD or the Commission, or that are filed in the future with the BOARD.

13 13. RESPONDENT and the BOARD shall each bear their own costs incurred in this  
14 disciplinary action, NGC Case No. 22-04.

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

25 ///

26 ///

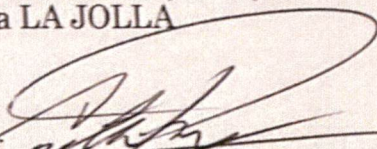
27 ///

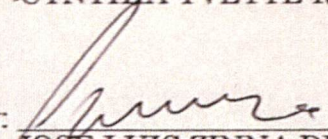
28 ///

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

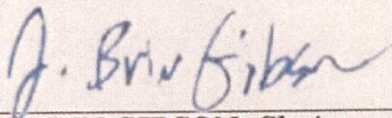
3 DATED this 26<sup>th</sup> day of October, 2022.

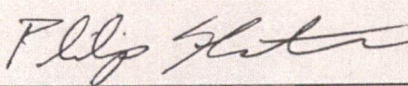
4 RIVER PLATE, INC.,  
5 Dba LA JOLLA

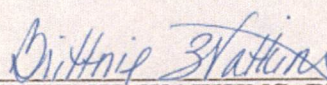
6   
7 By: \_\_\_\_\_  
8 CYNTHIA YVETTE RIOS, Owner

9   
10 By: \_\_\_\_\_  
11 JOSE LUIS ZINNA DI DIAZ,  
12 Owner, Director, and President

NEVADA GAMING CONTROL BOARD

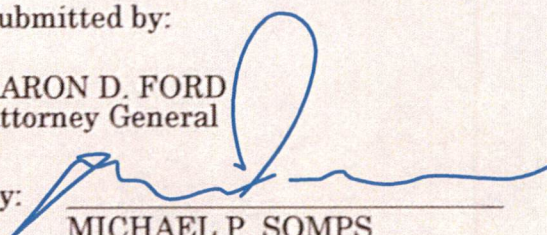
  
\_\_\_\_\_  
J. BRIN GIBSON, Chair

  
\_\_\_\_\_  
PHILIP KATSAROS, Member

  
\_\_\_\_\_  
BRITTNIE WATKINS, PhD, Member

Submitted by:

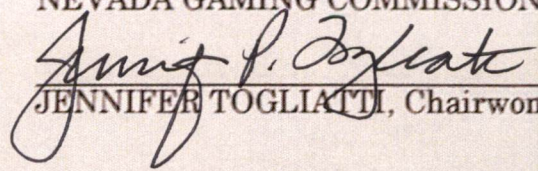
AARON D. FORD  
Attorney General

15  
16  
17  
18 By:   
19 MICHAEL P. SOMPS  
20 Senior Deputy Attorney General  
21 Gaming Division  
22 5420 Kietzke Lane, Suite 202  
23 Reno, Nevada 89511  
24 Telephone: (775) 687-2124

25 ORDER

26 IT IS SO ORDERED in NGC Case No. 22-04.

27 DATED this 17<sup>th</sup> day of November, 2022.

28 NEVADA GAMING COMMISSION  
  
\_\_\_\_\_  
JENNIFER TOGLIATTI, Chairwoman