



1 NGC 23-05

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4 **STATE OF NEVADA**
5 **BEFORE THE NEVADA GAMING COMMISSION**

6 NEVADA GAMING CONTROL BOARD,

7 Complainant,

8 vs.

9 TAHOE NUGGET, INC.,
10 dba JIM KELLEY'S TAHOE NUGGET,

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 and served a Complaint, NGC Case No. 23-05, against
14 the above-captioned RESPONDENT alleging certain violations of the Nevada Gaming
15 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. 23-05, 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,
20 NGC Case No. 23-05.

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 decision.

26 3. RESPONDENT agrees to pay a fine in the amount of TWO THOUSAND
27 DOLLARS and NO CENTS (\$2,000.00) electronically transferred to the *State of Nevada,*
28 *Nevada Gaming Commission* within two working days of the date this stipulated

1 settlement agreement is accepted by the Nevada Gaming Commission. Interest on the fine
2 shall accrue pursuant to NRS 17.130 on any unpaid balance computed from the date
3 payment is due until payment is made in full. In addition, RESPONDENT agrees to have
4 the following condition placed on its gaming license:

5 a. Tahoe Nugget, Inc. dba Jim Kelley's Tahoe Nugget shall employ or
6 contract with a compliance officer administratively approved by the Chair of
7 the Nevada Gaming Control Board or the Chair's designee. Such compliance
8 officer shall have prior experience with Nevada gaming compliance. Unless
9 the Chair of the Gaming Control Board or the Chair's designee approves
10 otherwise, such gaming compliance officer shall make quarterly reports to the
11 Nevada Gaming Control Board concerning any violations of the Gaming
12 Control Act found by the officer and the actions taken to remedy such
13 violations. A new compliance officer must be submitted within 60 days of any
14 change in the person occupying the position. The Chair of the Gaming Control
15 Board may administratively remove this condition.

16 4. In consideration for the execution of this Stipulation for Settlement,
17 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
18 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
19 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
20 of their members, agents, and employees in their individual and representative capacities,
21 from any and all manner of actions, causes of action, suits, debts, judgments, executions,
22 claims, and demands whatsoever known or unknown, in law and equity, that
23 RESPONDENT ever had, now has, may have, or claims to have against any and all of the
24 persons or entities named in this paragraph arising out of, or by reason of, the investigation
25 of the allegations in the Complaint and this disciplinary action, NGC Case No. 23-05, or
26 any other matter relating thereto.

27 5. In consideration for the execution of this Stipulation for Settlement,
28 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada

1 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
2 and each of their members, agents, and employees in their individual and representative
3 capacities against any and all claims, suits and actions, brought against the persons named
4 in this paragraph by reason of the investigation of the allegations in the Complaint, filed
5 in this disciplinary action, NGC Case No. 23-05, and all other matters relating thereto, and
6 against any and all expenses, damages, charges and costs, including court costs and
7 attorney fees, which may be sustained by the persons and entities named in this paragraph
8 as a result of said claims, suits and actions.

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

15 7. RESPONDENT and the BOARD acknowledge that this Stipulation for
16 Settlement is made to avoid litigation and economize resources. The parties agree and
17 understand that this Stipulation for Settlement is intended to operate as full and final
18 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
19 case, NGC Case No. 23-05.

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

1 be withdrawn. This paragraph is severable from the other provisions of this Stipulation for
2 Settlement and shall survive in the event the other provisions are withdrawn as null and
3 void.

4 9. RESPONDENT and the BOARD agree and understand that this Stipulation
5 for Settlement is intended to operate as the full and final settlement of the Complaint filed
6 in NGC Case No. 23-05. The parties further agree and understand that any oral
7 representations are superseded by this Stipulation for Settlement and that only those
8 terms memorialized in writing herein shall be effective.

9 10. RESPONDENT agrees and understands that although this Stipulation for
10 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed
11 in NGC Case No. 23-05, that the allegations contained in the Complaint filed in NGC Case
12 No. 23-05, and the terms of this Stipulation for Settlement, may be considered by the
13 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications
14 by RESPONDENT that are currently pending before the BOARD or the Nevada Gaming
15 Commission, or that are filed in the future with the BOARD.

16 11. RESPONDENT and the BOARD shall each bear their own costs incurred in
17 this disciplinary action, NGC Case No. 23-05.

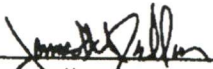
18 12. RESPONDENT, by executing this Stipulation for Settlement, affirmatively
19 waives all notices required by law for this matter including, but not limited to, notices
20 concerning consideration of the character or misconduct of a person (Nevada Revised
21 Statute (NRS) 241.033), notices concerning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

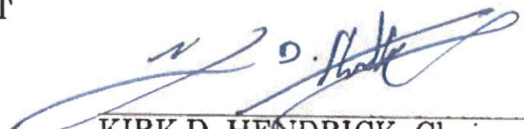
1 13. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Nevada Gaming Commission.

3 DATED this ⁰⁵ day of June, 2023.

4 TAHOE NUGGET, INC.,
5 dba JIM KELLEY'S TAHOE NUGGET

NEVADA GAMING CONTROL BOARD


6 
James Kelley (Jun 7, 2023 15:29 PDT)


KIRK D. HENDRICK, Chairman

7 JAMES HAMPTON KELLEY
8 President


BRITTNIE WATKINS, PhD, Member

9 
10 JEFFREY HAROLD KELLEY
General Manager/Vice President


HON. GEORGE ASSAD (RET.), Member

11 Submitted by:

12 AARON D. FORD
13 Attorney General

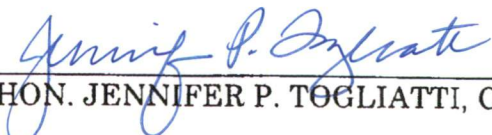
14 By: 
15 JOHN S. MICHELA
16 Senior Deputy Attorney General
17 Gaming Division
18 5420 Kietzke Lane, Suite 202
19 Reno, Nevada 89511
20 Telephone: (775) 687-2118
Attorneys for the Nevada Gaming
Control Board

21 **ORDER**

22 IT IS SO ORDERED in NGC Case No. 23-05.

23 DATED this ^{22nd} day of June, 2023.

24 NEVADA GAMING COMMISSION

25 
26 HON. JENNIFER P. TOGLIATTI, Chair
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