



1 Case No. 17-01-RTR

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3
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 In the Matter of:)

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

STIPULATION FOR SETTLEMENT
AND ORDER

9 Claim for Refund of Gross Gaming Tax for the)
10 Periods of December 2013, February 2014, and)
April 2014.)

11 The Claimant, MEI-GSR HOLDINGS, LLC, dba GRAND SIERRA RESORT AND
12 CASINO (GSR), and the NEVADA GAMING CONTROL BOARD (BOARD) hereby
13 stipulate and agree that the Claim for Refund in NGC Case No. 17-01-RTR shall be
14 settled on the following terms and conditions:

15 1. On or about April 5, 2017, GSR filed with the Nevada Gaming Commission a
16 claim for a tax refund for the periods of December 2013, February 2014, and April 2014,
17 pursuant to Nevada Revised Statutes 463.370 and 463.387 and Nevada Gaming
18 Commission Regulation 6.180.

19 2. The BOARD, through its Audit Division, performed an investigation of the
20 claim for Refund filed by GSR and verified an overstatement of taxable gross gaming
21 revenue in the amount of \$1,026,442.15. This overstatement is a result of GSR
22 improperly including non-negotiable free play wagering credits in reported slot revenue.

23 3. The BOARD agrees to refund, and GSR agrees to accept, as full and final
24 settlement of the Claim for Refund, in Case No. 17-01-RTR, \$69,284.85 in gross gaming
25 revenue tax, plus \$5,414.78 in accrued interest through February 20, 2017. Each party
26 will bear its own attorney fees and costs.

27 4. Pursuant to NRS 463.387(6), no interest shall accrue subsequent to February
28 20, 2017, due to the fact the Board advised GSR in a letter dated November 22, 2016, of

1 the existence of GSR's claim for refund and indicating such consequence if GSR did not
2 file a claim for refund within 90 days.

3 5. This settlement is made for the purposes of avoiding litigation and economizing
4 resources and does not constitute an admission of liability on the part of GSR or the
5 BOARD, nor shall it operate or be construed as any precedent for the validity or
6 invalidity of any legal position taken in this matter by either party. This settlement is
7 made exclusively between the BOARD and GSR, and no licensee may rely upon it for any
8 purpose.

9 6. GSR fully understands and voluntarily waives any right it may have to a public
10 hearing on the Claim for Refund, in NGC Case No. 17-01-RTR, and its right to pursue
11 judicial review in state district court or otherwise contest this matter in any court of
12 competent jurisdiction.

13 7. GSR, for itself, its heirs, executors, administrators, successors, and assigns,
14 hereby releases, dismisses, and forever discharges the State of Nevada, the Nevada
15 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General
16 and each of their members, agents, and employees in their individual and representative
17 capacities from any and all manner of actions, causes of action, suits, debts, judgments,
18 executions, claims, and demands whatsoever known or unknown, in law and equity, that
19 GSR ever had, now has, may have, or claims to have against any and all of the persons or
20 entities named in this paragraph arising out of, or by reason of, this Claim for Refund,
21 NGC Case No. 17-01-RTR, or any other matter relating thereto.

22 8. GSR, for itself, its heirs, executors, administrators, successors, and assigns,
23 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
24 Commission, the Nevada Gaming Control Board, the Nevada Attorney General, and each
25 of their members, agents, and employees in their individual and representative capacities
26 against any and all claims, suits, actions, debts, damages, costs, charges, and expenses,
27 including court costs and attorney's fees, and against all liability, losses, and damages of
28 any nature whatsoever that the persons and entities named in this paragraph shall or

1 may have at any time sustain or be put to by reason of this Claim for Refund, NGC Case
2 No. 17-01-RTR, or any other matter relating thereto.

3 9. GSR enters into this Stipulation freely and voluntarily. GSR confirms that this
4 settlement is not a result of force, threats, or any other type of coercion or duress, but is
5 the product of negotiations between representatives of GSR and the BOARD.

6 10. GSR and the BOARD recognize and agree that the Nevada Gaming
7 Commission has the sole and absolute discretion to determine whether to accept this
8 Stipulation for Settlement. GSR and the BOARD hereby waive any right they may have
9 to challenge the impartiality of the Nevada Gaming Commission to hear and consider the
10 facts and matters embraced in the GSR Claim for Refund, NGC Case No. 17-01-RTR, in
11 the event the Nevada Gaming Commission does not accept this Stipulation for
12 Settlement.

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1 11. This Stipulation for Settlement shall not become effective until such time as
2 the Nevada Gaming Commission approves it. Such approval shall not constitute an
3 admission of liability on the part of the Nevada Gaming Commission.

4 DATED this 17 day of May, 2017.

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

NEVADA GAMING CONTROL BOARD

7 By: Tracy Mimno
8 TRACY MIMNO, President
9 Grand Sierra Resort and Casino
2500 East Second Street
Reno, Nevada 89595

A.G. Burnett
A.G. BURNETT, Chairman

Shawn R. Reid
SHAWN R. REID, Member

Terry Johnson
TERRY JOHNSON, Member

10 Claimant

14 Submitted by:

15 ADAM PAUL LAXALT
16 Attorney General

17 By: John S. Michela
18 JOHN S. MICHELA
19 Senior Deputy Attorney General
Gaming Division
775-687-2134

20 Attorneys for the Nevada Gaming Control Board

22 **ORDER**

23 IT IS SO ORDERED in NGC Case No. 17-01-RTR.

24 DATED this 27th day of July, 2017.

25 NEVADA GAMING COMMISSION

26 T. Alamo
27 TONY ALAMO, M.D., Chairman