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NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

1 NGC 26-01

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4 **STATE OF NEVADA**

5 **BEFORE THE NEVADA GAMING COMMISSION**

6
7 NEVADA GAMING CONTROL BOARD,

8 Complainant,

9 vs.

10 VENETIAN LAS VEGAS GAMING, LLC,
11 dba THE VENETIAN RESORT LAS
VEGAS,

12 Respondent.

STIPULATION FOR SETTLEMENT
AND ORDER

13
14 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
15 (BOARD), Complainant herein, filed a Complaint (Complaint) in NGC Case No. 26-01,
16 against VENETIAN LAS VEGAS GAMING, LLC, dba THE VENETIAN RESORT LAS
17 VEGAS (VENETIAN), RESPONDENT herein, alleging certain violations of the Nevada
18 Gaming Control Act and Regulations of the Nevada Gaming Commission.

19 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
20 that the Complaint, NGC Case No. 26-01, filed against RESPONDENT in the above-
21 entitled case, shall be settled on the following terms and conditions:

22 1. RESPONDENT admits each and every allegation set forth in the Complaint,
23 NGC Case No. 26-01. However, Respondent hereby offers, without objection by the
24 BOARD, the following clarifying information concerning paragraph 79 of the Complaint:
25 Immediately following the VENETIAN's ban of Bowyer in March 2024, the VENETIAN
26 conducted an internal investigation into Bowyer's history as a patron.

27 2. RESPONDENT fully understands and voluntarily waives the right to a public
28 hearing on the charges and allegations set forth in the Complaint, the right to present and

1 cross-examine witnesses, the right to a written decision on the merits of the Complaint,
2 which must contain findings of fact and a determination of the issues presented, and the
3 right to obtain judicial review of the Nevada Gaming Commission's (Commission) decision.

4 3. RESPONDENT agrees to pay a fine in the total amount of SEVEN MILLION
5 TWO HUNDRED THOUSAND DOLLARS and NO CENTS (\$7,200,000.00) electronically
6 transferred to the State of Nevada-Nevada Gaming Commission within two business days
7 of the date this Stipulation for Settlement is accepted by the Commission. Interest on the
8 fine shall accrue in accordance with NRS 17.130 on any unpaid balance computed from the
9 date payment is due until payment is made in full.

10 4. **CONDITIONS** - RESPONDENT's nonrestricted license shall be conditioned
11 as follows:

12 a. The VENETIAN shall: (1) maintain its Anti-Money Laundering Policy,
13 including policies and procedures (AML Policy), in its form as of the Commission approval
14 of the Stipulation for Settlement in Case No. 26-01, provided that the AML Policy shall be
15 revised and enhanced as appropriate and in compliance with applicable laws and
16 regulations; (2) maintain or increase its current staffing level within the AML compliance
17 function for at least two years from the date of the Commission approval of the Stipulation
18 for Settlement in Case No. 26-01; and (3) at least annually, review and update the AML
19 Policy as appropriate based on applicable laws and regulations. Any changes or updates
20 to VENETIAN's AML Policy shall promptly be provided to the BOARD Chair.

21 b. At the request of a BOARD member, but no more often than quarterly,
22 VENETIAN's Vice President of Compliance shall meet with one or more of the BOARD
23 members to review and discuss VENETIAN's operations regarding compliance, including
24 anti-money laundering and Bank Secrecy Act compliance.

25 c. As allowed under Section 314(b) of the U.S.A. Patriot Act, VENETIAN's
26 AML Policy shall include provisions to ensure information is sought from and shared with
27 financial institutions in any situation where activities occur that may involve money
28 laundering.

1 d. Within sixty (60) days of Commission approval of the Stipulation for
2 Settlement in NGC Case No. 26-01, and annually thereafter, VENETIAN shall conduct, or
3 cause to be conducted, a comprehensive, in-person training program for i) all independent
4 agents having agreements with VENETIAN, ii) all casino hosts, iii) all player development
5 executives, iv) all executives and support staff in the marketing department, and v) all
6 those with credit authority of \$50,000 or greater. Such training shall be focused on anti-
7 money laundering and Bank Secrecy Act compliance obligations under VENETIAN's AML
8 Policy, including policies and procedures.

9 e. Within 60 days of Commission approval of the Stipulation for
10 Settlement in NGC Case No. 26-01, VENETIAN shall designate a person having primary
11 responsibility for oversight of VENETIAN's AML Policy including oversight of decisions to
12 ban or suspend a customer, or decisions to reinstate or lift a ban or suspension of any
13 customer. Any such person shall file an application for finding of suitability or licensure,
14 as appropriate, within 30 days of assuming their responsibilities and thereafter an
15 application shall be refiled within 60 days of any change in the person occupying that
16 position.

17 f. Within 60 days of Nevada Gaming Commission approval of the
18 Stipulation for Settlement in NGC Case No. 26-01, VENETIAN shall have initiated and
19 implemented or shall cause the initiation and implementation of a comprehensive
20 awareness campaign aimed at line-level employees who interact with casino customers on
21 the casino floor, such as cage cashiers, table games dealers, and marketing personnel, to
22 encourage reporting to VENETIAN's Compliance Department of any suspicious customer
23 activity, including becoming aware of information that suggests a customer may have
24 unlawful sources of funds. VENETIAN shall re-implement this awareness program at
25 least annually.

26 g. VENETIAN shall retain an outside, independent person or entity with
27 experience and expertise with anti-money laundering policies and compliance programs in
28 the gaming industry and that is approved by the Chair of the BOARD, or the Chair's

1 designee, to review, evaluate, and report on VENETIAN's compliance with its AML Policy.
2 The review and evaluation must commence upon the two-year anniversary of the
3 Commission accepting the Stipulation for Settlement in NGC Case No. 26-01 and
4 encompass the preceding two-year period. Further, the report prepared by the outside,
5 independent person or entity must be provided to the BOARD concurrently to when it is
6 provided to VENETIAN.

7 5. RESPONDENT, for itself, its heirs, executors, administrators, successors, and
8 assigns, hereby completely releases, dismisses, and forever discharges the State of Nevada,
9 the Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney
10 General and each of their members, agents, and employees in their individual, official, and
11 representative capacities from any and all manner of actions, causes of action, suits, debts,
12 judgments, executions, claims, obligations, losses, liens, damages, and demands
13 whatsoever known or unknown, fixed or contingent, liquidated or unliquidated, suspected
14 or claimed in law and equity, that RESPONDENT has ever had, now has, may have, or
15 claim to have against any and all of the persons or entities named in this paragraph arising
16 out of, or by reason of, this disciplinary case, NGC Case No. 26-01, or any other matter
17 relating thereto.

18 6. RESPONDENT, for itself, its heirs, executors, administrators, successors, and
19 assigns, hereby defends, indemnifies, and holds harmless the State of Nevada, the Nevada
20 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
21 and each of their members, agents, and employees in their official, individual, and
22 representative capacities from and against any and all claims, suits, actions, debts,
23 damages, costs, charges, and expenses, including court costs and attorney's fees, and
24 against all liability, losses, demands, and damages of any nature whatsoever that the
25 persons and entities named in this paragraph shall, or may have at any time, sustain or be
26 put to by reason of this disciplinary case, NGC Case No. 26-01, or any other matter relating
27 thereto.

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1 7. RESPONDENT enters into this Stipulation for Settlement freely and
2 voluntarily and with the assistance of legal counsel. RESPONDENT further acknowledges
3 that this Stipulation for Settlement is not the product of force, threats, or any other form
4 of coercion or duress, but is the product of discussions between RESPONDENT, the
5 attorneys for RESPONDENT, the BOARD, and the attorneys for the BOARD.

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

12 9. RESPONDENT and the BOARD acknowledge that this Stipulation for
13 Settlement is made to avoid litigation and economize resources. The parties agree and
14 understand that this Stipulation for Settlement is intended to operate as full and final
15 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
16 case, NGC Case No. 26-01.

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

26 11. RESPONDENT and the BOARD agree and understand that this Stipulation
27 for Settlement is intended to operate as full and final settlement of the Complaint filed in
28 NGC Case No. 26-0. The parties further agree and understand that any oral

1 representations are superseded by this Stipulation for Settlement and that only those
2 terms memorialized in writing herein shall be effective.

3 12. RESPONDENT agrees and understands that, although this Stipulation for
4 Settlement, if approved by the Commission, will settle the Complaint filed in NGC Case
5 No. 26-01, the allegations contained in the Complaint filed in NGC Case No. 26-01 and the
6 terms of this Stipulation for Settlement may be considered by the BOARD and/or the
7 Commission, with regard to any and all applications by RESPONDENT that are currently
8 pending before the BOARD or the Commission, or that are filed in the future with the
9 BOARD.

10 13. RESPONDENT and the BOARD shall each bear their own costs incurred in
11 this disciplinary action, NGC Case No. 26-01.

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

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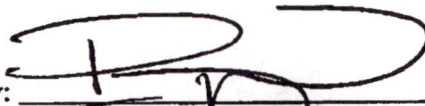
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1 15. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Commission.

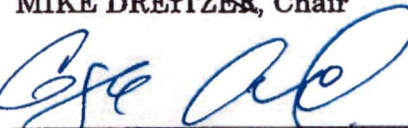
3 DATED this 11th day of June 2026.

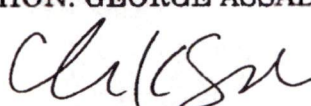
4 VENETIAN LAS VEGAS
5 GAMING, LLC, dba
6 THE VENETIAN RESORT LAS VEGAS

7 
8 By: PATRICK J. NICHOLS
9 Chief Executive Officer and
10 President

NEVADA GAMING CONTROL BOARD

11 
12 MIKE DRETZER, Chair

13 
14 HON. GEORGE ASSAD (RET.), Member

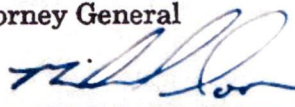
15 
16 CHANDENI K. SENDALL, Member

17 BROWNSTEIN HYATT
18 FARBER SCHRECK, LLP

19 
20 By: GREGORY A. BROWER
21 Attorneys for Respondent

Submitted by:

AARON D. FORD
Attorney General

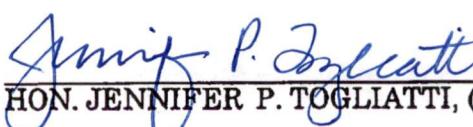
22 
23 By: MICHAEL P. SOMPS
24 Senior Deputy Attorney General
25 NONA ML LAWRENCE
26 Deputy Attorney General
27 Attorneys for the Board

28 ORDER

IT IS SO ORDERED in NGC Case No. 26-01.

DATED this 20th day of August 2026.

NEVADA GAMING COMMISSION

29 
30 HON. JENNIFER P. TOGLIATTI, (RET.), Chair