'Pending'
RECEIVED/FILED
OCT 28 2026
NEVADA GAMING COMMISSION
CARSON CITY, NEVADA

NGC 26-04

STATE OF NEVADA

BEFORE THE NEVADA GAMING COMMISSION

| | |
|---|---|
| NEVADA GAMING CONTROL BOARD,<br>Complainant,<br>vs.<br>IRISH HOLDINGS, LTD. dba SUNRISE CASABLANCA; and THOMAS EDWARD SULLIVAN<br>Respondents. | **STIPULATION FOR SETTLEMENT AND ORDER** |

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed a Complaint in NGC Case No. 26-04, against IRISH HOLDINGS, LTD. dba SUNRISE CASABLANCA and THOMAS EDWARD SULLIVAN (collectively, "RESPONDENTS"), herein, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS that the Complaint, NGC Case No. 26-04, filed against RESPONDENTS in the above-entitled case, shall be settled on the following terms and conditions:

1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC Case No. 26-04.

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

. . . .

3. RESPONDENTS agree to pay a fine in the total amount of THREE THOUSAND DOLLARS and NO CENTS ($3,000.00), electronically transferred to the *State of Nevada-Nevada Gaming Commission* within two working days of the date this Stipulation for Settlement is accepted by the Commission. Interest on the fine shall accrue in accordance with Nevada Revised Statute (NRS) 17.130 on any unpaid balance computed from the date payment is due until payment is made in full.

4. In consideration for the execution of this settlement agreement, RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and assigns, hereby release and forever discharge 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, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law and equity, that RESPONDENTS ever had, now have, 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 action, NGC Case No. 26-04, or any other matter relating thereto.

5. In consideration for the execution of this settlement agreement, RESPONDENTS hereby indemnify and hold 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 brought against the persons named in this paragraph by reason of the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case No. 26-04, and all other matters relating thereto, and against any and all expenses, damages, charges, and costs, including court costs and attorney fees, which may be sustained by the persons and entities named in this paragraph as a result of said claims, suits, and actions.

....

6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and with the assistance of legal counsel. RESPONDENTS further acknowledge that this stipulated settlement is not the product of force, threats, or any other form of coercion or duress, but is the product of discussions between RESPONDENTS and the attorney for the BOARD.

7. RESPONDENTS affirmatively represent that if RESPONDENTS, this Stipulation for Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement and Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court, the bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order to become effective, or that the bankruptcy court has already approved this Stipulation for Settlement and Order.

8. RESPONDENTS and the BOARD acknowledge that this settlement is made to avoid litigation and economize resources. The parties agree and understand that this Stipulation for Settlement is intended to operate as a full and final settlement of the Complaint filed against RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 26-04.

9. RESPONDENTS and the BOARD recognize and agree that the Commission has the sole and absolute discretion to determine whether to accept this stipulated settlement agreement. RESPONDENTS and the BOARD hereby waive any right they may have to challenge the impartiality of the Commission to hear the above-entitled case on the matters embraced in the Complaint if the Commission determines not to accept this stipulated settlement agreement. If the Commission does not accept the Stipulation for Settlement, it shall be withdrawn as null and void, and RESPONDENTS' admissions, if any, that certain violations of the Nevada Gaming Control Act and the Regulations of the Commission occurred shall be withdrawn.

10. RESPONDENTS and the BOARD agree and understand that this settlement agreement is intended to operate as a full and final settlement of the Complaint filed in NGC Case No. 26-04. The parties further agree and understand that any oral

representations are superseded by this settlement agreement and that only those terms memorialized in writing herein shall be effective.

11. RESPONDENTS agree and understand that although this settlement, if approved by the Commission, will settle the Complaint filed in NGC Case No. 26-04, the allegations contained in the Complaint filed in NGC Case No. 26-04 and the terms of this settlement agreement may be considered by the BOARD and/or the Commission, with regard to any and all applications by RESPONDENTS that are currently pending before the BOARD or the Commission, or that are filed in the future with the BOARD.

12. RESPONDENTS and the BOARD shall each bear their own costs incurred in this disciplinary action, NGC Case No. 26-04.

13. RESPONDENTS, by executing this Stipulation for Settlement, affirmatively waive all notices required by law for this matter, including, but not limited to, notices concerning consideration of the character or misconduct of a person (NRS 241.033), notices concerning consideration of administrative action against a person (NRS 241.034), and notices concerning hearings before the Commission (NRS 463.312). Regardless of the waiver of legal notice requirements, the BOARD and Commission will attempt to provide reasonable notice of the time and place of the hearing. Further, in negotiating this Stipulation for Settlement, RESPONDENTS acknowledge that the BOARD has provided RESPONDENTS with the date and time of the Commission hearing during which the BOARD anticipates the Commission will consider approving this settlement.

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

14. This stipulated settlement agreement shall become effective immediately upon approval by the Commission.

DATED this 26th day of October, 2026.

IRISH HOLDINGS, LTD.
dba SUNRISE CASABLANCA; and
THOMAS EDWARD SULLIVAN

By: _____
THOMAS EDWARD SULLIVAN
Officer and Director

_____
JENNIFER GAYNOR, Esq.
Attorney for Respondents

NEVADA GAMING CONTROL BOARD

_____
MIKE DREITZER, Chairman

_____
HON. GEORGE ASSAD (RET.) Member

_____
CHANDENI K. SENDALL, Member

Submitted by:

AARON D. FORD
Attorney General

By: _____
NONA ML LAWRENCE
Deputy Attorney General
Gaming Division
(702) 486-3160

**ORDER**

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

DATED this _____day of _____ 2026.

NEVADA GAMING COMMISSION

_____
HON. JENNIFER P. TOGLIATTI, (RET.), Chair