

JUN 27 2014

1 NGC 13-22

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

STATE GAMING CONTROL BOARD,

7

Complainant,

8

vs.

**STIPULATION FOR SETTLEMENT
AND ORDER**

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ARIA RESORT & CASINO
HOLDINGS, LLC, dba

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ARIA RESORT & CASINO,

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Respondent.

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
Complainant herein, filed an Amended Complaint, NGC Case No. 13-22, against the above-
captioned RESPONDENT, ARIA RESORT & CASINO HOLDINGS, LLC, dba ARIA RESORT
AND CASINO (ARIA), alleging certain violations of the Nevada Gaming Control Act and
Regulations of the Nevada Gaming Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and ARIA that the
Amended Complaint, NGC Case No. 13-22, filed against ARIA in the above-entitled case shall
be settled on the following terms and conditions:

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1. ARIA does not contest the factual allegations set forth in the Amended Complaint,
NGC Case No. 13-22, and agrees to resolve this matter through stipulation rather than through
a contested hearing.

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2. ARIA fully understands and voluntarily waives the right to a public hearing on the
charges and allegations set forth in the Amended Complaint, the right to present and cross-
examine witnesses, the right to a written decision on the merits of the Amended 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 decision.

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1 3. ARIA agrees to pay a fine in the total amount of ONE HUNDRED THOUSAND
2 DOLLARS and NO CENTS (\$100,000.00) electronically transferred to the *STATE OF NEVADA-*
3 *NEVADA GAMING COMMISSION* on or before the date this Stipulation for Settlement is accepted
4 by the Nevada Gaming Commission. Interest on the fine shall accrue at 5.25 percent per
5 annum on any unpaid balance computed from the date payment is due until payment is made
6 in full.

7 4. As part of the discussions resulting in this Stipulation for Settlement, the BOARD and
8 ARIA have discussed their approaches to enforcement of and compliance with
9 NRS 463.0129(1)(e), respectively, and both parties recognize that any future incident involving
10 allegations of improper restriction of access to gaming activities is unique and must be
11 reviewed based on its own facts and circumstances.

12 5. ARIA acknowledges that MGM Resorts International (MGM) is aware that the
13 BOARD intends to include MGM as a respondent in any future complaint against MGM
14 subsidiaries alleging violations similar to those contained in the Amended Complaint.

15 6. ARIA requested, and the BOARD agreed, that the following statements be
16 incorporated into this Stipulation for Settlement:

17 Upon the receipt of the Order to Show cause mentioned in Paragraph 19
18 of the Amended Complaint and as mentioned in Paragraph 20 of the
19 Amended Complaint, MGM took significant steps to ensure compliance
20 with the requirements of NRS 463.0129(1)(e), including reminding the
21 casino floor employees at each of its luxury properties of the statute's
22 language in pre-shift meetings and required acknowledgements by those
23 employees of that statute, posted the language of the statute at the
24 entrances of all of its Nevada casinos and at high limit areas within its
25 luxury properties, and included the information in new hire packets. In
26 addition, ARIA has periodically reminded its casino employees of the
27 provisions of NRS 463.0129(1)(e) in pre-shifts, required those employees
28 to acknowledge the provisions of the statute, and has posted notices at

1 the entrance to the casino and high limit areas that restate the statute's
2 language. Also, in response to the allegations of the Amended Complaint,
3 Bobby Baldwin, ARIA's COO and Tom Peterman, MGM's Chief
4 Compliance Officer, held mandatory meetings with all ARIA employees
5 who might interact with the public on the gaming floor and discussed the
6 incident and reminded them of their obligation to comply with the statute.
7 The employees were again required to sign acknowledgements that they
8 were aware of the statute's provisions. Further, the terms of the statute
9 have been included in employee newsletters at ARIA and at all MGM
10 luxury properties.

11 7. In consideration for the execution of this Stipulation for Settlement, ARIA, for itself,
12 its heirs, executors, administrators, successors, and assigns, hereby releases and forever
13 discharges the State of Nevada, the Nevada Gaming Commission, the State Gaming Control
14 Board, the Nevada Attorney General and each of their members, agents, and employees in
15 their individual and representative capacities, from any and all manner of actions, causes of
16 action, suits, debts, judgments, executions, claims, and demands whatsoever known or
17 unknown, in law and equity, that ARIA ever had, now has, may have, or claim to have against
18 any and all of the persons or entities named in this paragraph arising out of, or by reason of,
19 the investigation of the allegations in the Amended Complaint and this disciplinary action,
20 NGC Case No. 13-22, or any other matter relating thereto.

21 8. In consideration for the execution of this Stipulation for Settlement, ARIA hereby
22 indemnifies and holds harmless the State of Nevada, the Nevada Gaming Commission, the
23 State Gaming Control Board, the Nevada Attorney General, and each of their members,
24 agents, and employees in their individual and representative capacities against any and all
25 claims, suits and actions, brought against the persons named in this paragraph by reason of
26 the investigation of the allegations in the Amended Complaint, filed in this disciplinary action,
27 NGC Case No. 13-22, and all other matters relating thereto, and against any and all expenses,
28 damages, charges and costs, including court costs and attorney fees, which may be sustained

1 by the persons and entities named in this paragraph as a result of said claims, suits and
2 actions.

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

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

12 11. ARIA and the BOARD acknowledge that this Stipulation for Settlement is made to
13 avoid litigation and economize resources. The parties agree and understand that this
14 Stipulation for Settlement is intended to operate as full and final settlement of the Amended
15 Complaint filed against the ARIA in the above-entitled disciplinary case, NGC Case No. 13-22.

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

25 13. ARIA and the BOARD agree and understand that this Stipulation for Settlement is
26 intended to operate as full and final settlement of the Amended Complaint filed in NGC Case
27 No. 13-22. The parties further agree and understand that any oral representations are

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

3 14. ARIA agrees and understands that although this Stipulation for Settlement, if
4 approved by the Nevada Gaming Commission, will settle the Amended Complaint filed in NGC
5 Case No. 13-22, that the allegations contained in the Amended Complaint filed in NGC Case
6 No. 13-22 and the terms of this Stipulation for Settlement may be considered by the BOARD
7 and/or the Nevada Gaming Commission, with regards to any and all applications by ARIA that
8 are currently pending before the BOARD or the Nevada Gaming Commission, or that are filed
9 in the future with the BOARD.

10 15. ARIA and the BOARD shall each bear their own costs incurred in this disciplinary
11 action, NGC Case No. 13-22.

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

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

3 DATED this 27th day of June, 2014.

4 ARIA RESORT & CASINO HOLDINGS, LLC STATE GAMING CONTROL BOARD
5 DBA ARIA RESORT & CASINO

6 By: CityCenter Land, LLC,
7 a Nevada limited liability company,
8 its sole member

A.G. BURNETT, Chairman



SHAWN R. REID, Member

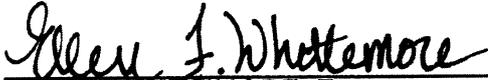
9 By: CityCenter Holdings, LLC,
10 a Delaware limited liability company,

11 By: Project CC, LLC,
12 a Nevada limited liability company,
13 its managing member

TERRY JOHNSON, Member

14 By: 
15 JOHN M. MCMANUS,
16 Its: Secretary

17 WHITTEMORE GAMING GROUP

18 
19 ELLEN WHITTEMORE, Esq.
20 Attorneys for Respondent

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

21 By: 
22 MICHAEL P. SOMPS
23 Senior Deputy Attorney General
24 Gaming Division
25 Attorneys for State Gaming Control Board

26 **ORDER**

27 IT IS SO ORDERED in NGC Case No. 13-22.

28 DATED this 24 day of July, 2014.

NEVADA GAMING COMMISSION


TONY ALAMO, M.D., Chairman

Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

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

3 DATED this _____ day of _____, 2014.

4 ARIA RESORT & CASINO HOLDINGS, LLC STATE GAMING CONTROL BOARD
5 DbA ARIA RESORT & CASINO

6 By: CityCenter Land, LLC, A.G. BURNETT, Chairman
7 a Nevada limited liability company,
8 its sole member

9 By: CityCenter Holdings, LLC, SHAWN R. REID, Member
10 a Delaware limited liability company,

11 By: Project CC, LLC, TERRY JOHNSON, Member
12 a Nevada limited liability company,
13 its managing member

14 By: _____
15 JOHN M. MCMANUS,
16 Its: Secretary

17 WHITTEMORE LAW GROUP
18 _____
19 ELLEN WHITTEMORE, Esq.
20 Attorneys for Respondent

Submitted by:
CATHERINE CORTEZ MASTO
Attorney General

By: _____
MICHAEL P. SOMPS
Senior Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER

21 IT IS SO ORDERED in NGC Case No. 13-22.

22 DATED this _____ day of _____, 2014.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman

Office of the Attorney General
Gaming Division
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

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

3 DATED this _____ day of _____, 2014.

4 ARIA RESORT & CASINO HOLDINGS, LLC STATE GAMING CONTROL BOARD
5 DbA ARIA RESORT & CASINO

6 By: CityCenter Land, LLC,
7 a Nevada limited liability company,
8 its sole member

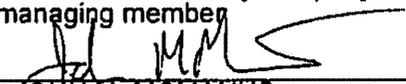
_____ A.G. BURNETT, Chairman

9 By: CityCenter Holdings, LLC,
10 a Delaware limited liability company,

_____ SHAWN R. REID, Member

11 By: Project CC, LLC,
12 a Nevada limited liability company,
13 its managing member

_____  TERRY JOHNSON, Member

14 By: 
15 JOHN M. MCMANUS,
16 Its: Secretary

17 WHITTEMORE GAMING GROUP

Submitted by:

18 
19 ELLEN WHITTEMORE, Esq.
20 Attorneys for Respondent

CATHERINE CORTEZ MASTO
Attorney General

By:

_____ MICHAEL P. SOMPS
Senior Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 13-22.

DATED this _____ day of _____, 2014.

NEVADA GAMING COMMISSION

_____ TONY ALAMO, M.D., Chairman

NEVADA GAMING COMMISSION
1919 COLLEGE PARKWAY
CARSON CITY, NV 89702
(775) 684-7750

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CERTIFICATE OF MAILING

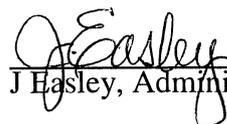
I hereby certify that I am employed by the State Gaming Control Board as an Administrative Assistant to Adriana G. Fralick, Esq., Executive Secretary of the Nevada Gaming Commission and the State Gaming Control Board, and that on the date shown below I deposited for mailing at Carson City, Nevada, a true copy of the attached **STIPULATION FOR SETTLEMENT AND ORDER** addressed to:

ARIA RESORT & CASINO HOLDINGS LLC, dba
ARIA RESORT & CASINO
C/O ELLEN F. WHITTEMORE ESQ
1975 VILLAGE CENTER CIRCLE SUITE 140
LAS VEGAS NV 89134

And forwarded interdepartmental mail to:

MICHAEL P. SOMPS
SENIOR DEPUTY ATTORNEY GENERAL
GAMING DIVISION
5420 KIETZKE LANE STE #202
RENO NV 89511

Dated this 28th day of July, 2014



J Hasley, Administrative Assistant