



1 NGC 08-14

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3
4 STATE OF NEVADA

5 BEFORE THE NEVADA GAMING COMMISSION

6 STATE GAMING CONTROL BOARD,)

7 Complainant,)

8 vs.)

9 SNICK'S PLACE, INC., dba)
10 SNICK'S PLACE;)
11 DOMINICK RALPH VITALE,)

12 Respondents.)

STIPULATION FOR SETTLEMENT
AND ORDER

13 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
14 Complainant herein, filed and served a Complaint, NGC Case No. 08-14, against the above-
15 captioned RESPONDENTS alleging certain violations of the Nevada Gaming Control Act and
16 Regulations of the Nevada Gaming Commission.

17 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
18 that the Complaint, NGC Case No. 08-14, filed against RESPONDENTS in the above-entitled
19 case shall be settled on the following terms and conditions:

20 1. RESPONDENTS admit each and every allegation set forth in the Complaint,
21 NGC Case No. 08-14.

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

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1 3. RESPONDENTS agree that the restricted gaming license of SNICK'S PLACE,
2 INC., dba SNICK'S PLACE (SNICK'S PLACE) shall be suspended for a period of six months
3 commencing 15 calendar days (including Saturdays, Sundays, and holidays) after the Nevada
4 Gaming Commission approves this stipulated settlement. Upon the expiration of the six
5 month period, RESPONDENTS shall submit a request to the Chairman of the BOARD
6 requesting that the restricted gaming license of SNICK'S PLACE be reinstated. Upon
7 receiving the request for reinstatement, the Chairman, or his designee, shall consult with the
8 BOARD's Enforcement Division concerning any issues or incidents related to SNICK'S
9 PLACE occurring during the six month period. The Chairman may also consult any other
10 source concerning information concerning any issues or incidents. If the Chairman, or his
11 designee, finds that a significant issue or incident occurred, the Chairman, or his designee,
12 may administratively extend the suspension period for another term not to exceed six months
13 or reinstate the license and take separate action, if necessary, regarding the significant issue
14 or incident. The Chairman, or his designee, shall, in his sole and absolute discretion,
15 determine what constitutes a significant issue or incident, and this determination is non-
16 appealable. Any extension of the suspension period shall require a similar process to that set
17 forth in this paragraph at the expiration of the extension. If no significant issues or incidents
18 occurred during the six month period, the Chairman, or his designee, shall administratively
19 reinstate the license. RESPONDENTS and the BOARD agree that the restricted gaming
20 license of SNICK'S PLACE does not lapse during the suspension period.

21 4. Prior to the commencement of the suspension period, RESPONDENTS shall
22 contact the BOARD's Tax and License Division to ensure that any slot machines on the
23 premises of SNICK'S PLACE are appropriately shut down and sealed during the pendency of
24 the suspension.

25 5. RESPONDENTS agree to pay a fine in the amount of FIFTY THOUSAND
26 DOLLARS and NO CENTS (\$50,000.00) made payable to the *State of Nevada-Nevada*
27 *Gaming Commission*. RESPONDENTS may pay the full amount of the fine on the date the

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

1 Nevada Gaming Commission accepts this stipulated agreement or may make up to six
2 payments. If the RESPONDENTS elect to make payments:

3 a. RESPONDENTS shall execute a confession of judgment and make a
4 minimum payment of \$8,335.00 upon or prior to acceptance by the Nevada Gaming
5 Commission of this stipulated agreement on or about March 19, 2009.

6 b. The five remaining payments shall be at least \$8,333.00 each, unless the
7 unpaid balance of the fine is less than \$8,333.00, in which case the balance of the fine
8 shall be paid. The payments shall be paid on April 19, 2009; May 19, 2009; June 19,
9 2009; July 19, 2009; and August 19, 2009.

10 c. With the exception of payments of \$10,000.00 or more, any payment due
11 subsequent to March 19, 2009, shall be made in person and by cashier's check or
12 money order at the Las Vegas offices of the BOARD'S Tax and License Division.

13 d. Any payment made in the amount of \$10,000.00 or more shall be made
14 by a method of electronic payment approved by the Tax and License Division of the
15 BOARD pursuant to NRS 353.1467.

16 e. Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid
17 payment or unpaid portion of payment computed from the date said payment is due
18 until said payment is made in full.

19 f. If the fine, and any interest, has not been paid in full by the expiration of
20 the suspension period, RESPONDENTS may not apply for reinstatement under
21 paragraph 3 of this stipulated agreement until such amounts are paid in full.

22 6. In addition, RESPONDENTS agree to have the following conditions placed on
23 the restricted gaming license of SNICK'S PLACE:

24 a. The entire area within SNICK'S PLACE, with the exception of restrooms,
25 shall be monitored by a surveillance system with dedicated video cameras. The
26 dedicated video cameras shall have enough resolution to readily identify the actions of
27 persons in SNICK'S PLACE. All monitoring through the dedicated video cameras must

1 be recorded. Such recordings must be maintained for a period of not less than 30
2 days. The surveillance system shall allow for 24-hour per day, seven day a week
3 remote viewing from the offices of the BOARD. Such remote viewing must be
4 delivered in real time and at a minimum of 30 frames per second. All necessary
5 hardware and software required to facilitate the remote viewing of SNICK'S PLACE
6 shall be provided to the BOARD. This condition shall be effective both during and after
7 the suspension period.

8 b. RESPONDENTS shall submit a written report of all incidents and
9 occurrences concerning any potential violation of law by RESPONDENTS, patrons, or
10 employees of SNICK'S PLACE to the BOARD's Enforcement Division every 45 days
11 commencing 45 days after the Nevada Gaming Commission accepts this stipulated
12 agreement. This report shall specifically include, but not be limited to, any acts by
13 patrons or employees that could be considered to be of a sexual nature and other
14 activities that might impact the reputation of gaming in Nevada. The reporting interval
15 may be administratively increased by the Chairman of the BOARD, or his designee,
16 from 45 days to any longer period the Chairman, or his designee, deems appropriate.
17 This condition shall be effective both during and after the suspension period.

18 c. RESPONDENTS shall create a training program for employees of
19 SNICK'S PLACE on ordinances and laws that impact SNICK'S PLACE. This training
20 program shall specifically include, but not be limited to, ordinances and laws
21 concerning gaming and lewdness. All employees, managers, and owners of SNICK'S
22 PLACE shall complete this training program. Current employees, managers, and
23 owners of SNICK'S PLACE shall complete this training program no later than two
24 months after the Nevada Gaming Commission accepts this stipulated agreement.
25 Employees and managers hired subsequent to the execution of this agreement by
26 RESPONDENTS shall complete the training program not later than six months after
27 their hire date. Employees, managers, and owners of SNICK'S PLACE shall re-take

1 this training program not later than two years after they initially took the training
2 program. With every reporting required of RESPONDENTS by paragraph 6(b),
3 RESPONDENTS shall submit a current list of employees, managers, and owners,
4 indicating the most recent date each took this training program. RESPONDENTS shall
5 update the training program with regard to changes in laws and ordinances not less
6 than every two years. RESPONDENTS shall submit all training materials to the
7 BOARD's Enforcement Division as they are created and updated.

8 7. If DOMINICK VITALE transfers all interests he may have in SNICK'S PLACE
9 and in the operation of the location presently known as Snick's Place, with the exception of
10 DOMINICK VITALE's interest as the real property owner, any suspension period set forth in
11 this agreement shall terminate upon appropriate gaming licenses being obtained by the new
12 owner(s) of SNICK'S PLACE or upon appropriate gaming licenses being obtained by the new
13 operator(s) of the business presently known as Snick's Place. Any sale does not release
14 RESPONDENTS from the obligation to satisfy the fine set forth in paragraph 5 of this
15 settlement agreement.

16 8. In consideration for the execution of this settlement agreement,
17 RESPONDENTS, for themselves, their heirs, executors, administrators, successors, and
18 assigns, hereby release and forever discharge the State of Nevada, the Nevada Gaming
19 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each of
20 their members, agents, and employees in their individual and representative capacities, from
21 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims,
22 and demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever
23 had, now have, may have, or claim to have against any and all of the persons or entities
24 named in this paragraph arising out of, or by reason of, the investigation of the allegations in
25 the Complaint and this disciplinary action, NGC Case No. 08-14, or any other matter relating
26 thereto.

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1 9. In consideration for the execution of this settlement agreement,
2 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the Nevada
3 Gaming Commission, the State Gaming Control Board, the Nevada Attorney General, and
4 each of their members, agents, and employees in their individual and representative
5 capacities against any and all claims, suits and actions, brought against the persons named in
6 this paragraph by reason of the investigation of the allegations in the Complaint, filed in this
7 disciplinary action, NGC Case No. 08-14, and all other matters relating thereto, and against
8 any and all expenses, damages, charges and costs, including court costs and attorney fees,
9 which may be sustained by the persons and entities named in this paragraph as a result of
10 said claims, suits and actions.

11 10. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily
12 and acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to
13 entering into this Stipulation for Settlement. RESPONDENTS further acknowledge that this
14 stipulated settlement is not the product of force, threats, or any other form of coercion or
15 duress, but is the product of discussions between RESPONDENTS and the attorney for the
16 BOARD.

17 11. RESPONDENTS and the BOARD acknowledge that this settlement is made to
18 avoid litigation and economize resources. The parties agree and understand that this
19 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
20 filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No. 08-14.

21 12. RESPONDENTS and the BOARD recognize and agree that the Nevada Gaming
22 Commission has the sole and absolute discretion to determine whether to accept this
23 stipulated settlement agreement. RESPONDENTS and the BOARD hereby waive any right
24 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
25 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
26 Commission determines not to accept this stipulated settlement agreement. If the Nevada
27 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as

1 null and void and the RESPONDENTS' admissions, if any, that certain violations of the
2 Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
3 occurred shall be withdrawn.

4 13. RESPONDENTS and the BOARD agree and understand that this settlement
5 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
6 Case No. 08-14. The parties further agree and understand that any oral representations are
7 superseded by this settlement agreement and that only those terms memorialized in writing
8 herein shall be effective.

9 14. RESPONDENTS agree and understand that although this settlement, if
10 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.
11 08-14, that the allegations contained in the Complaint file in NGC Case No. 08-14 and the
12 terms of this settlement agreement may be considered by the BOARD and/or the Nevada
13 Gaming Commission, with regards to any and all applications by RESPONDENTS that are
14 currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in
15 the future with the BOARD.

16 15. RESPONDENT and the BOARD shall each bear their own costs incurred in this
17 disciplinary action, NGC Case No. 08-14.

18 16. DOMINICK RALPH VITALE, by executing this stipulation on behalf of
19 RESPONDENTS, affirmatively represents that he has full authority to settle this matter for
20 RESPONDENT.

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17. Except as otherwise specified above, this stipulated settlement agreement shall become effective immediately upon approval by the Nevada Gaming Commission.

DATED this 9 day of March, 2009.

SNICK'S PLACE, INC., dba
SNICK'S PLACE;
DOMINICK RALPH VITALE

DOMINICK RALPH VITALE,
Individually and as President, Secretary,
Treasurer, Director of Snick's Place, Inc., dba
Snick's Place

Frank A. Schreck
Dennis C. Gutwald
Brownstein Hyatt Farber Schreck, LLP

DENNIS C. GUTWALD
Brownstein Hyatt Farber Schreck, LLP
Attorneys for Respondent

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

By: John S. Michela
JOHN S. MICHELA
Deputy Attorney General
Gaming Division
Attorneys for State Gaming Control Board

STATE GAMING CONTROL BOARD

DENNIS K. NEILANDER, Chairman

RANDALL E. SAYRE, Member

MARK A. LIPPARELLI, Member

ORDER

IT IS SO ORDERED in NGC Case No. 08-14.

DATED this _____ day of _____, 2009.

NEVADA GAMING COMMISSION

PETER C. BERNHARD, Chairman