

**BEFORE THE STATE GAMING CONTROL BOARD
OF THE STATE OF NEVADA**

In the Matter of:)
)
William Monsoor)
Petitioner)
)
vs.)
)
Riverside Resort & Casino)
Respondent)
)
Pursuant to NRS 463.363)
)
Hearing Date: 11/30/2012)
_____)

**RECOMMENDATION
Case # 2012-5114G**

On September 3, 2012, a slot dispute over winning a Toyota Prius, with a stated value of \$24,508.95, occurred between the Petitioner, William Monsoor and the Respondent, the Riverside. On the same day, the Petitioner reported the dispute to the Gaming Control Board Enforcement Division pursuant to NRS 463.362. Agent Mike Ciseski was assigned the case, and on October 12, 2012, issued a decision denying payment of the disputed amount to Mr. Monsoor.

On October 18, 2012, Mr. Monsoor filed a Petition for Reconsideration with the Board requesting a hearing to reconsider Agent Ciseski's decision. Consequently, on November 30, 2012, the undersigned Hearing Examiner conducted a hearing in Laughlin, Nevada. The Petitioner testified via telephone from Oregon. Representing the Riverside was Slot Director Don Nelson. Present and testifying on behalf of the Gaming Control Board Enforcement Division was Agent Ciseski.

The subject dispute involves the Petitioner's play of an IGT, 1¢ denomination, 15 payline, 5 reel, 150 maximum wager "Used Cars" spinning video reel slot machine.

This device does not employ a "scatter pay" feature; therefore, all wins are calculated by the machine's payable according to the final alignment of the reel symbols on any of the active 15 paylines. One of the machine's help screens states the following in relevant part:

Only the highest line win is paid on each line played. All line symbols must appear on a played line and on consecutive reels beginning with the far left reel.

As such, symbols not appearing on a played (active) line are not evaluated as part of a winning alignment. The device has buttons on the face of the device that allow for the player to play (activate) 1, 2, 5, 10 or 15 lines. Corresponding with the lines played, the player has the option

to play 1, 2, 3, 5 or 10 credits per line. Therefore, the minimum wager is 1 credit for 1 line. The maximum wager is 15 lines at 10 credits per line for a total of \$1.50.

With a maximum wager, the Petitioner received the following final alignment. The "Used Cars" symbols are marked accordingly:

(S)				
	(S)			
		(S)	(S)	(S)

In accordance with the machine's help screen information noted above, winning symbols begin on the far left reel and must align on an active payline. A review of the 15 available paylines reveals that only lines 2, 4, 6 and 10 begin on the far left reel in the top left position. Therefore, the same graphic including these paylines looks like this:

(S) 2 4 6 10	2 6	2	2	2 4
	(S) 4 10	6 10	4 10	
		(S) 4	(S) 6	(S) 6 10

As shown in the above graphic, the Petitioner's alignment does not match any of the paylines for this game. Accordingly, he did not win the Toyota automobile. He did, however, have a win of 1,370 credits for the disputed game, but the machine did not further recognize this final alignment as the top award jackpot.

The Petitioner is of the notion that five symbols "anywhere" wins the car providing 15 lines are played at 3 per line – paylines don't matter otherwise. Were that to be the case, then each and every spin is a top award jackpot since the "Used Cars" symbols only have to exist on each of the five reels (which they do) but don't have to be on an active payline.

Before the dispute, the Riverside had posted signage to the effect, "We have increased your odds to win this vehicle." Afterwards, the sign was changed to, "We have increased your chances to win this vehicle." Apparently in an effort to end the promotion, the minimum wager was reduced from the maximum 15 lines at 10 credits per line to 15 lines at 3 credits per line to win the car. Neither sign had any effect on the outcome of the spins for each device because each slot device only recognizes alignments falling on one of the 15 paylines and no sign could ever override that fact. The message they were trying to convey should have stated, "We have reduced the minimum bet required to win this vehicle." The words "chances" and "odds" are basically interchangeable with each spin being a "chance" to win the vehicle, albeit at a lower coin in amount. Therefore an argument could be made that the chances were increased if the coin in to the device were part of the conversation. Nonetheless, no finding is made regarding this signage.

Accompanying the overhead signs was a decal applied to each device that read: "Hit 5 'Used Cars' symbols with 15 lines, 3 play per line, to win this car." The decal was later updated to read: "Hit 5 'Used Cars' symbols on winning payline with 15 lines 3 play per line, to win this car." Both decals convey the same information, with the second expanding on the first. Again, no finding is made that the wording change had any effect as to how the car is won.

....

Previous to the Petitioner's play, either the car or a cash alternative was offered. In the instant case, since the promotion was ending, only the car itself was offered as the top award prize.

Previous to the hearing, the Petitioner submitted various statements, photographs and other documents relative to his complaint. All were admitted to the record; however, little (if any) weight is given to this material as noted above.

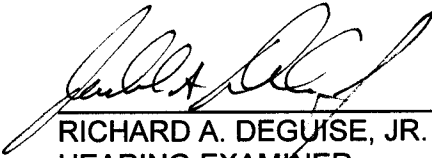
In casino/patron dispute hearings, it is the Petitioner's burden to prove by a preponderance of evidence that the Enforcement Agent's initial finding should be reversed or modified. In the subject hearing, the Petitioner failed to meet that burden.

The primary consideration supporting the denial of the claimed amount is that the final reel alignment of the disputed game was not the top winning alignment as determined by the machine's game software program. State regulations require that the outcome of each play of a gaming device be determined by a random selection process¹. In the disputed case, that approved process was reliant upon the random number generator that produced the non-jackpot alignment as the outcome of the disputed game. Nevada gaming licensees are obligated to make awards based upon the outcome of this mandated random selection process. Had the randomly predetermined outcome of the disputed game been the top winning alignment, the Riverside would be required to make the corresponding award.

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

¹ Nevada Gaming Commission Regulation 14.040(2) Minimum Standards for Gaming Devices

Therefore, based upon the evidence presented, the undersigned recommends Agent Ciseski's decision denying an award of the Toyota Prius, with a cash value of \$24,508.95 to the Petitioner, William Monsoor, be affirmed.



RICHARD A. DEGLISE, JR.
HEARING EXAMINER


RAD/rd

STATE GAMING CONTROL BOARD

ORDER

IT IS SO ORDERED.


Dated this 10th day of _____ January _____, 2013.



A.G. BURNETT, CHAIRMAN



SHAWN R. REID, MEMBER



TERRY JOHNSON, MEMBER