

BEFORE THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND
BUSINESS SERVICES on behalf of the
CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

SNICK'S PLACE, INC., d/b/a SNICK'S
PLACE; DOMINICK RALPH VITALE,

Respondents.

Authorized Review Only

COMPLAINT FOR
DISCIPLINARY ACTION

Date of Hearing: 9/21/09

Submitted At Meeting

Date 9/21/09 Item # 3

Index

1. Complaint

2. Stipulation and Order, State Gaming Control Board v. Snick's Place

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CITY CLERK

2009 AUG 31 P 4: 05

BEFORE THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND
BUSINESS SERVICES on behalf of the
CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

SNICK'S PLACE, INC., d/b/a SNICK'S
PLACE; DOMINICK RALPH VITALE,

Respondents.

**ORDER APPROVING COMPLAINT
AND AMENDED NOTICE OF HEARING**

TO: SNICK'S PLACE, INC., d/b/a SNICK'S PLACE; and DOMINICK RALPH
VITALE, Respondents:

The Complaint for Disciplinary Action by the DEPARTMENT OF FINANCE AND
BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA, against you
dated August 11, 2009, a copy of which is attached to this Order and Notice, having come
before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on
August 19, 2009, and the Council being satisfied that probable grounds exist for disciplinary
action against you as alleged in the Complaint for Disciplinary Action;

IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a
hearing on the Complaint for Disciplinary Action are approved.

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council
of the City of Las Vegas, Nevada, at the City Manager's Conference Room, City Hall,

.....

1 400 Stewart Avenue, Eighth Floor, Las Vegas, Nevada, 89101, on September 21, 2009,
2 beginning at the hour of 1 p.m.

3 The hearing will be upon the charges in the Complaint for Disciplinary Action which
4 has been served upon you. You may be present at the hearing and you may be represented by
5 a lawyer. You may present any relevant evidence you have, and you will be given full
6 opportunity to cross examine all witnesses testifying against you.

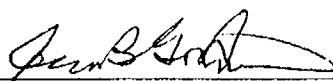
7 YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the
8 Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you
9 must file with the City Clerk, First Floor, City Hall, 400 Stewart Avenue, Las Vegas,
10 Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made
11 in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to
12 raise.

13 YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for
14 Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters
15 contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code
16 § 6.88.100.

17 DATED this 27th day of August, 2009.

18 THE CITY COUNCIL OF THE
19 CITY OF LAS VEGAS, NEVADA

20 By:

21 
22 OSCAR B. GOODMAN
23 Mayor

24 APPROVED AS TO LEGAL FORM:

25 
26 JAMES W. ERBECK
27 Chief Deputy City Attorney
28 Senior Litigation Counsel

Attest: By 
BEVERLY K. BRIDGES, CMC, City Clerk

8-26-09
Date

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2
3
4 BEFORE THE CITY COUNCIL
5 OF THE CITY OF LAS VEGAS, NEVADA

6 * * *

7 IN THE MATTER OF:

8 DEPARTMENT OF FINANCE AND
9 BUSINESS SERVICES on behalf of the
CITY OF LAS VEGAS,

10 Petitioner,

11 vs.

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

14 Respondents.
15

**COMPLAINT FOR
DISCIPLINARY ACTION**

16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the
17 CITY OF LAS VEGAS, NEVADA ("Department" or "City"), Petitioner, makes this
18 Complaint for Disciplinary Action against SNICK'S PLACE, INC., dba SNICK'S PLACE
19 ("SNICK'S PLACE"); and DOMINICK RALPH VITALE ("VITALE"), together referred to
20 as RESPONDENTS ("Respondents"), 1402 South Third Street, Las Vegas, Clark County,
21 Nevada, and states:

22 Respondents hold a Tavern License No. L16-00134-4-000843; a Restricted Gaming
23 License No. G01-00410-4-000843; a Convention Hall Gaming Tax License No. C20-00410-7-
24 000843; a Coin Amusement Machine License No. C08-01083-2-000843.

25 **SUMMARY OF ALLEGATIONS**

26 Snick's Place is located at 1402 South Third Street, Las Vegas, Nevada holds, among
27 other licenses, a restricted gaming license, a privileged license and is incorporated under the
28

1 laws of the State of Nevada and Vitale being the sole shareholder, officer and director of the
2 business and was licensed as such on or about July 18, 2001.

3 Beginning on or about April 29, 2008 and continuing until present, Respondent failed
4 to prevent certain unlawful conduct to occur within the premises of the business and became
5 subject to license revocation/suspension proceedings initiated by the State of Nevada Gaming
6 Control Board as well as the City.

7 On or about December 30, 2008, a complaint (NGC Case No. 08-14) was filed against
8 the Respondents by the State of Nevada before the Nevada Gaming Commission to which the
9 Respondents admitted the violations of state law by stipulation dated March 9, 2009. The
10 stipulated settlement agreement was accepted by the Nevada Gaming Commission and became
11 effective by its Order, dated March 19, 2009. Respondents' state licenses were suspended and
12 an agreed to fine in the amount of \$50,000.00 was imposed. Other conditions also were
13 included in the settlement.

14 SPECIFIC FACTUAL STATEMENT

15 On or about April 29, 2008, two patrons of Snick's Place engaged in sexual
16 intercourse. The action set out above took place in the public portion of Snick's Place. This
17 was in an area for which the bartenders on duty were responsible. The RESPONDENTS failed
18 to prevent the action set out above.

19 On or about April 30, 2008, one patron of Snick's Place masturbated another patron.
20 The action set out above took place in the public portion of Snick's Place. This was in an area
21 for which the bartenders on duty were responsible. The RESPONDENTS failed to prevent the
22 action set out above.

23 On or about April 30, 2008, two patrons of Snick's Place performed oral sex on each
24 other. The action set out above took place in the public portion of Snick's Place. This was in
25 an area for which the bartenders on duty were responsible. The RESPONDENTS failed to
26 prevent the action set out above.

27 On or about May 1, 2008, two patrons of Snick's Place completely disrobed and one
28 proceeded to masturbate the other. The action set out above took place in the public portion of

1 Snick's Place. This was in an area for which the bartenders on duty were responsible. The
2 RESPONDENTS failed to prevent the action set out above.

3 On or about May 1, 2008, two patrons of Snick's Place crawled across the bar. One
4 was completely naked, and the other was wearing only underwear. As the patron wearing
5 only underwear crawled across the bar, the bartender pulled the patron's underwear down.
6 The second patron to crawl across the bar met the first patron to crawl across the bar at the end
7 of the bar where the first patron performed oral sex on the second patron while talking to the
8 bartender. The action set out above took place in the public portion of Snick's Place. This
9 was in an area for which the bartenders on duty were responsible. The RESPONDENTS
10 failed to prevent the action set out above.

11 On or about June 22, 2008, a patron of Snick's Place patron performed oral sex on
12 another patron. The action set out above took place in the public portion of Snick's Place.
13 This was in an area for which the bartenders on duty were responsible. The RESPONDENTS
14 failed to prevent the action set out above.

15 On or about June 22, 2008, a patron of Snick's Place exposed his genitals and then
16 went into the women's restroom with two other patrons and participated in various sexual
17 activities. All activities set out above, with the exception of the allegations taking place in the
18 women's restroom, took place in the public portion of Snick's Place. This was in an area for
19 which the bartenders on duty were responsible. The RESPONDENTS failed to prevent the
20 action set out above.

21 STANDARD OF EVIDENCE, SUBSTANTIVE LAW AND PENALTY

22 A. STANDARD OF EVIDENCE

23 LVMC § 6.88.090 provides:

24 (A) The hearing need not be conducted according to
25 technical rules relating to evidence and witnesses. Any
relevant evidence may be admitted.

26 (B) The respondent shall have the right to call and
27 examine witnesses on his own behalf, cross-examine opposing
witnesses, introduce exhibits and evidence relevant to the issues
28 of the case, and offer rebuttal evidence.

1 (C) The respondent may be called and examined by the
2 City.

3 (D) The Clerk shall have the power to issue subpoenas for
4 witnesses to appear to give testimony. [Emphasis added.]

5 **B. SUBSTANTIVE LAW**

6 The Las Vegas Municipal Code mandates that the licensee is responsible for actions in
7 their business.

8 LVMC § 6.06.010 relates the importance of a high degree of supervision of privileged
9 licenses/licensees:

10 The provisions of this chapter apply to those businesses,
11 which are found by the City Council to require a high degree of
12 supervision and to more seriously affect the economic, social and
13 moral well-being of the City and its residents. These businesses
14 have been commonly referred to as "privileged" and require City
15 Council approval for a license.

16 LVMC § 6.02.370 further explains the import of license violations to the public, in
17 pertinent part:

18 The doing of any act for which a license is required or the
19 violation of any provision of this Title is declared to be **unlawful**
20 **and harmful to the safety, welfare, health, peace and morals of**
21 **the residents and taxpayers of the City** and constitutes a public
22 nuisance per se, [Emphasis added.]

23 LVMC § 6.02.350 in part states:

24 A licensee under this Title shall be subject to disciplinary
25 action not only for acts or omissions done by such licensee but
26 also for acts and omissions done by the principals, managers,
27 agents, representatives, servants or employees of such licensee.

28 LVMC § 6.02.330 (B) and (H) provides for appropriate disciplinary action to be taken
when a licensee has been subject to disciplinary in another jurisdiction:

The licensee may be subject to disciplinary action by the
City Council for good cause, which may, without limitation,
include the following:

(B) The licensee or any of its principals has been
subject, in any jurisdiction, to disciplinary action of any kind
with respect to a license, an approval for suitability, a permit or a

1 work card to the extent that such disciplinary action reflects upon
2 the qualification, acceptability or fitness of such licensee or
3 principal;

4 (H) The business activity constitutes, promotes, causes,
5 allows, fosters, aids, or otherwise enables a private nuisance,
6 public nuisance or chronic nuisance, or has been or is being
7 conducted in an unlawful, illegal or impermissible manner,
8 including but not limited to causing, allowing, promoting,
9 fostering, aiding, enabling, exercising deliberate ignorance
10 towards or failing to abate a private nuisance, public nuisance or
11 chronic nuisance

12 LVMC § 10.40.050 provides:

13 Every person who wilfully and lewdly either exposes his
14 person or the private parts thereof in any public place, or in any
15 place where there are present other persons to be offended or
16 annoyed thereby; or procures, counsels or assists any person to
17 expose himself, or to take part in or make any exhibition of
18 himself to public view, or to the view of any number of persons,
19 such as is offensive to decency, or is adapted to excite vicious or
20 lewd thoughts or acts, is guilty of a misdemeanor.

21 LVMC § 10.42.060 states:

22 It shall be unlawful to engage in any live sex act,
23 including but not limited to sexual intercourse, oral copulation,
24 or sodomy, or any said sex act by implication or simulation
25 before an audience, whether it be between a male and female,
26 male and male, female and female, human being and an animal,
27 or through the means of using an artificial device to simulate any
28 sexual act of any kind whatsoever.

In addition, Nevada Gaming Commission Regulation 5.030 provides:

Violation of any provision of the Nevada gaming Control
Act of these regulations by a licensee, his agent or employee shall
be deemed contrary to the public health, safety, morals, good
order and general welfare of the inhabitants of the State of
Nevada and grounds for suspension or revocation of a license.
Acceptance of a state gaming license or renewal thereof by a
licensee constitutes an agreement on the part of the licensee to be
bound by all of the regulations of the commission and the same
now are or may hereafter be amended or promulgated. It is the
responsibility of the licensee to keep himself informed of the
content of all such regulations, and ignorance thereof will not
excuse violations.

1 C. PENALTY

2 LVMC § 6.02.360 provides:

3 Upon a showing of good cause and in the discretion of the
4 City Council, disciplinary action against a holder may take the
5 form of cancellation, **revocation**, refusal to renew, **suspension**,
6 imposition of conditions or **restrictions** or civil **fine** in an amount
7 not to exceed one thousand dollars for each day that the violation
8 which forms the subject matter of the complaint that recommends
9 such disciplinary action is demonstrated to have been in
10 existence, or any combination of such actions, as the particular
11 situation may require. The Council may also impose against the
12 licensee the actual costs incurred, and a reasonable amount for
13 attorney's fees, resulting from the imposition of disciplinary
14 action. The disciplinary actions available in this Section shall be
15 in addition to, and not exclusive of, any other civil or criminal
16 remedy which otherwise might be available. [Emphasis added.]

17 LVMC § 6.50.010 provides:

18 The City Council declares that this Liquor Control
19 Chapter is an exercise of the regulatory powers delegated to the
20 City Council pursuant to the City Charter and NRS 268.090,
21 inter alia. The regulations contained in this Chapter involve, to
22 the highest degree, the economic, social, physical and moral
23 well-being of the residents and taxpayers of the City. The sale or
24 other disposition of alcoholic beverages is not a matter of right
25 but of privilege, which would otherwise be unlawful if it were
26 not exercised pursuant to a license. This privilege may be denied,
27 revoked, conditioned, suspended or subjected to any other
28 disciplinary action by the City in the exercise of its police powers
for the protection of the safety, welfare, health, peace and morals
of the residents and taxpayers thereof. Businesses engaged in the
sale or other disposition of alcoholic beverages must therefore
comply with LVMC Chapter 6.06. Nothing in this Chapter shall
be construed to confer any legitimate claim of entitlement to any
benefit which might otherwise devolve upon any licensee or any
person approved for suitability. [Emphasis added.]

29 **SUBSTANTIVE ALLEGATIONS OF COMPLAINT**

30 **COUNT ONE**

31 1. Petitioner Department realleges and incorporates by reference as though set
32 forth in full herein all previous paragraphs of this Disciplinary Complaint above.

33 2. On or about April 29, 2008, within the public premises of SNICK'S PLACE,
34 INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE,

1 located at 1402 South Third Street, Las Vegas, Clark County, Nevada, two patrons of
2 SNICK'S PLACE engaged in sexual intercourse.

3 3. The conduct occurred in the public portion of SNICK'S PLACE in an area for
4 which the bartenders on duty were responsible. Respondents failed to prevent the action and
5 conduct as stated above.

6 4. This conduct by itself, and in conjunction with the actions complained of in
7 other counts of this complaint, violates the municipal laws of the City of Las Vegas and is
8 harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

9 5. Respondents' acts and failures to act as set out above are in violation of the Las
10 Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060
11 and, as such, are grounds for disciplinary action.

12 COUNT TWO

13 6. Petitioner Department realleges and incorporates by reference as though set
14 forth in full herein all previous paragraphs of this Disciplinary Complaint above.

15 7. On or about April 30, 2008, within the public premises of SNICK'S PLACE,
16 INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE,
17 located at 1402 South Third Street, Las Vegas, Clark County, Nevada, one patron of
18 SNICK'S PLACE masturbated another patron.

19 8. The conduct occurred in the public portion of SNICK'S PLACE in an area for
20 which the bartenders on duty were responsible. Respondents failed to prevent the action and
21 conduct as stated above.

22 9. This conduct by itself, and in conjunction with the actions complained of in
23 other counts of this complaint, violates the municipal laws of the City of Las Vegas and is
24 harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

25 10. Respondents' acts and failures to act as set out above are in violation of the Las
26 Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060
27 and, as such, are grounds for disciplinary action.

COUNT THREE

11. Petitioner Department realleges and incorporates by reference as though set forth in full herein all previous paragraphs of this Disciplinary Complaint above.

12. On or about April 30, 2008, within the public premises of SNICK'S PLACE, INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE, located at 1402 South Third Street, Las Vegas, Clark County, Nevada, two patrons of SNICK'S PLACE performed oral sex on each other.

13. The conduct occurred in the public portion of SNICK'S PLACE in an area for which the bartenders on duty were responsible. Respondents failed to prevent the action and conduct as stated above.

14. This conduct by itself, and in conjunction with the actions complained of in other counts of this complaint, violates the municipal laws of the City of Las Vegas and is harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

15. Respondents' acts and failures to act as set out above are in violation of the Las Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060 and, as such, are grounds for disciplinary action.

COUNT FOUR

16. Petitioner Department realleges and incorporates by reference as though set forth in full herein all previous paragraphs of this Disciplinary Complaint above.

17. On or about May 1, 2008, within the public premises of SNICK'S PLACE, INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE, located at 1402 South Third Street, Las Vegas, Clark County, Nevada, two patrons of SNICK'S PLACE completely disrobed and masturbated the other.

18. The conduct occurred in the public portion of SNICK'S PLACE in an area for which the bartenders on duty were responsible. Respondents failed to prevent the action and conduct as stated above.

19. This conduct by itself, and in conjunction with the actions complained of in other counts of this complaint, violates the municipal laws of the City of Las Vegas and is harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

20. Respondents' acts and failures to act as set out above are in violation of the Las Vegas Municipal Code §§ 6.02.330 (B) and (H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060 and, as such, are grounds for disciplinary action.

COUNT FIVE

21. Petitioner Department realleges and incorporates by reference as though set forth in full herein all previous paragraphs of this Disciplinary Complaint above.

22. On or about May 1, 2008, within the public premises of SNICK'S PLACE, INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE, located at 1402 South Third Street, Las Vegas, Clark County, Nevada, two patrons of SNICK'S PLACE exposed their genitals and one patron performed oral sex on the other.

23. The conduct occurred in the public portion of SNICK'S PLACE in an area for which the bartenders on duty were responsible. Respondents failed to prevent the action and conduct as stated above.

24. This conduct by itself, and in conjunction with the actions complained of in other counts of this complaint, violates the municipal laws of the City of Las Vegas and is harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

25. Respondents' acts and failures to act as set out above are in violation of the Las Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060 and, as such, are grounds for disciplinary action.

COUNT SIX

26. Petitioner Department realleges and incorporates by reference as though set forth in full herein all previous paragraphs of this Disciplinary Complaint above.

27. On or about June 22, 2008, within the public premises of SNICK'S PLACE, INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE,

1 located at 1402 South Third Street, Las Vegas, Clark County, Nevada, a patron of SNICK'S
2 PLACE performed oral sex on another patron.

3 28. The conduct occurred in the public portion of SNICK'S PLACE in an area for
4 which the bartenders on duty were responsible. Respondents failed to prevent the action and
5 conduct as stated above.

6 29. This conduct by itself, and in conjunction with the actions complained of in
7 other counts of this complaint, violates the municipal laws of the City of Las Vegas and is
8 harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

9 30. Respondents' acts and failures to act as set out above are in violation of the Las
10 Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060
11 and, as such, are grounds for disciplinary action.

12 **COUNT SEVEN**

13 31. Petitioner Department realleges and incorporates by reference as though set
14 forth in full herein all previous paragraphs of this Disciplinary Complaint above.

15 32. On or about June 22, 2008, within the public premises of SNICK'S PLACE,
16 INC., dba SNICK'S PLACE; said establishment owned by DOMINICK RALPH VITALE,
17 located at 1402 South Third Street, Las Vegas, Clark County, Nevada, one patron of
18 SNICK'S PLACE exposed his genitals and entered the women's rest room and engaged in
19 various sexual activities performed oral sex on another patron.

20 33. With the exception of the conduct in the ladies' rest room, the conduct occurred
21 in the public portion of SNICK'S PLACE in an area for which the bartenders on duty were
22 responsible. Respondents failed to prevent the action and conduct as stated above.

23 34. This conduct by itself, and in conjunction with the actions complained of in
24 other counts of this complaint, violates the municipal laws of the City of Las Vegas and is
25 harmful to the safety, welfare, health, peace and morals of the residents and taxpayers of the City.

26 35. Respondents' acts and failures to act as set out above are in violation of the Las
27 Vegas Municipal Code §§ 6.02.330 (B)(H), 6.02.350, 6.02.370, 10.40.050, and 10.42.060
28 and, as such, are grounds for disciplinary action.

1 **WHEREFORE**, the Petitioner respectfully requests the City Council to:

2 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at
3 which the Respondent shall appear and show cause why the licenses that are the subject of this
4 Complaint should not be suspended or revoked, or other disciplinary action taken; or
5

6 B. Grant such other and further relief as the Council deems appropriate.

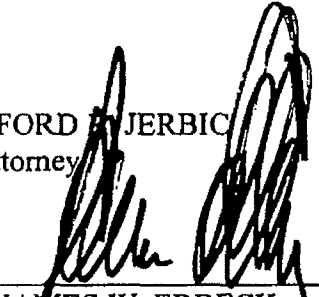
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8 DATED this 11th day of August, 2009.

9
10 RESPECTFULLY SUBMITTED:

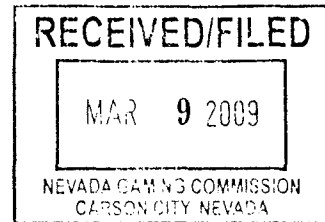
11
12 By: 

13 MARK R. VINCENT, Director
14 Finance and Business Services

15
16 BRADFORD R. JERBIC
17 City Attorney

18 By: 

19 JAMES W. ERBECK
20 Senior Litigation Counsel
21 Chief Deputy City Attorney
22 Nevada Bar No. 659
23 400 Stewart Avenue, Ninth Floor
24 Las Vegas, NV 89101
25 Attorneys for CITY OF LAS VEGAS
26
27
28



1 NGC 08-14

2
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.

27

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

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.

27

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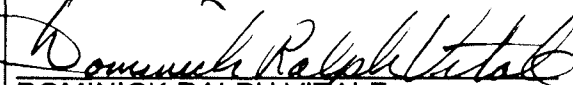
17. Except as otherwise specified above, this stipulated settlement agreement shall become effective immediately upon approval by the Nevada Gaming Commission.

DATED this 9 day of March, 2009.

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

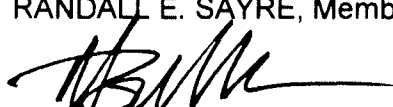
STATE GAMING CONTROL BOARD

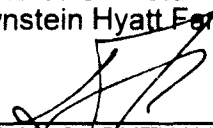

DENNIS K. NEILANDER, Chairman


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


RANDALL E. SAYRE, Member

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


MARK A. LIPPARELLI, Member


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

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

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

ORDER

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

DATED this 19TH day of March, 2009.

NEVADA GAMING COMMISSION


PETER C. BERNHARD, Chairman



NEVADA GAMING COMMISSION

1919 College Parkway, P.O. Box 8003

Carson City, Nevada 89702

(775) 684-7750

GOVERNOR JIM GIBBONS
Gaming Policy Committee Chairman

BRIAN DUFFRIN
Executive Secretary

PETER C. BERNHARD, *Chairman*
RADHA CHANDERRAJ, *Member*
TONY ALAMO, M.D., *Member*
JOSEPH W. BROWN, *Member*
JOHN T. MORAN, JR., *Member*

CERTIFICATION

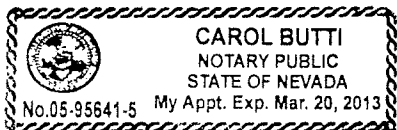
I, Kathi Franco, Administrative Assistant III, of the State Gaming Control Board and Nevada Gaming Commission of the State of Nevada, do hereby certify that the attached document is a true and correct copy that was prepared with the original or copy as an exact duplicate thereof and retained in the files of the State Gaming Control Board.

Kathi Franco, AA III

Attached: Stipulation for Settlement and
Order Re: Snick's Place

State of Nevada
County of CARSON

SUBSCRIBED and SWORN to before me
this 17 day of August

Notary Public

SNICK'S PLACE PROPOSED NEGOTIATION

FINE: \$15,000.00

CLOSURE: Business shall close all operations for a period of 14 days, commencing at 12:01 a.m. on October 3, 2009, and reopen at 12:01 a.m. on October 17, 2009.

Submitted At Meeting

Date *9/21/09* Item *#3*