

# Resort Hotel Casino Law

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Guest Property  
and Safekeeping  
Requirements  
Personal Injury and  
Premises Liability  
Ejection and Exclusion

# Kula v. Karat, Inc.



FACTS:

# Kula v. Karat, Inc.



## FACTS [1975]:

Goldfinger visits the Stardust

Goldfinger puts \$18,300 behind the cage under his name to be withdrawn with his signature

Goldfinger wagers and loses \$500 in cash

Goldfinger asks for credit and receives a \$1000 marker

Goldfinger was allowed to wager more against the \$18,000 on deposit and signed \$18,000 in markers

Goldfinger lost all \$18,000

Goldfinger seeks to retrieve his \$17,000

# Kula v. Karat, Inc.

Markers are checks:

NRS 205.130 Issuance of check or draft without sufficient money or credit: Penalties.

1. Except as otherwise provided in this subsection and subsections 2 and 3, a person who willfully, with an intent to defraud, draws or passes a check or draft to obtain:

- (a) Money;
- (b) Delivery of other valuable property;
- (c) Services;
- (d) The use of property; or
- (e) Credit extended by any licensed gaming establishment,**

drawn upon any real or fictitious person, bank, firm, partnership, corporation or depository, when the person has insufficient money, property or credit with the drawee of the instrument to pay it in full upon its presentation, is guilty of a misdemeanor. If that instrument, or a series of instruments passed in the State during a period of 90 days, is in the amount of \$1,200 or more, the person is guilty of a category D felony and shall be punished as provided in NRS 193.130. In addition to any other penalty, the court shall order the person to pay restitution.

2. A person who was previously convicted three times of a misdemeanor under the provisions of this section, or of an offense of a similar nature, in this State or any other state, or in a federal jurisdiction, who violates this section is guilty of a category D felony and shall be punished as provided in NRS 193.130. In addition to any other penalty, the court shall order the person to pay restitution.

3. A person who willfully issues any check or draft for the payment of wages in excess of \$1,200, when the person knows he or she has insufficient money or credit with the drawee of the instrument to pay the instrument in full upon presentation is guilty of a gross misdemeanor.

4. For the purposes of this section, “credit” means an arrangement or understanding with a person, firm, corporation, bank or depository for the payment of a check or other instrument.

# Kula v. Karat, Inc.

Markers are checks:

NRS 463.368 Credit instruments: Validity; enforcement; redemption; penalties; regulations.

1. A credit instrument accepted on or after June 1, 1983, and the debt that the credit instrument represents are valid and may be enforced by legal process.
2. A licensee or a person acting on behalf of a licensee may accept an incomplete credit instrument which:
  - (a) Is signed by a patron; and
  - (b) States the amount of the debt in figures,  
and may complete the instrument as is necessary for the instrument to be presented for payment.

# Kula v. Karat, Inc.

Markers are checks:

<b>CASINO X</b> <b>Name and Logo</b>	<b>TO:</b> _____ <b>Bank Name</b>	<b>NEGOTIABLE CHECK</b>	<b>Check No. X</b>
	_____		<b>Date:</b> _____
	<b>ABA</b>		
	_____		
	<b>Account Number</b>		
	<i>Pay to the Order of:</i> _____		<i>U.S. \$</i> _____
	_____		<i>U.S. Dollars</i>
<p>I authorize the payee to complete any missing items on this check including, but not limited to, the payee or an affiliated corporation, any missing amounts, the date as of whatever date this check is processed for payment and any banking information including any bank account I may not have or in the future may acquire. In addition, I waive any right, statutory or otherwise, to stop payment. In consideration of your granting me credit, I: (a) acknowledge that I incurred by debt in Nevada; (b) agree to submit to the jurisdiction of any court, federal or state, in Nevada to enforce this obligation; and (c) agree to pay all costs of collection including attorneys' fees.</p>		_____	<b>Customer Signature</b>
		_____	<b>Customer Name</b>

# Kula v. Karat, Inc.



## FACTS [1975]:

That morning appellant went to the cashier's cage and made a demand for the \$18,000. When informed of the actual credit extended to Goldfinger, he acknowledged the \$1,000 authorization and demanded \$17,000, which is the amount prayed for in his complaint

# Kula v. Karat, Inc.

What was the court's holding?



# Kula v. Karat, Inc.

What was the court's holding?

*“Where a bailee, either for hire or gratuitously, is entrusted with care and custody of goods, it becomes his duty at the end of the bailment to return the goods or show that their loss occurred without negligence on his part. Failing in this, there arises a presumption that the goods have been converted by him, or lost as a result of his negligence, and he is accountable to the owner for them.*

...

*Although appellant is bound by the admission contained in his pleadings that \$1,000 be retained by respondent, (Williams v. Lamb, 77 Nev. 233, 361 P.2d 946 (1961)), he is entitled to recover the \$17,000 which was converted.”*

**Civil liability of innkeepers for theft, loss, damage or destruction of property brought by patron on premises or left in motor vehicle upon premises**

# NRS 651.010

**NRS 651.010 Civil liability of innkeepers for theft, loss, damage or destruction of property brought by patron on premises or left in motor vehicle upon premises.**

1. An owner or keeper of any hotel, inn, motel, motor court, boardinghouse or lodging house in this State **is not civilly liable** for the theft, loss, damage or destruction of any property brought by a patron upon the premises or left in a motor vehicle upon the premises because of theft, burglary, fire or otherwise, in the absence of gross neglect by the owner or keeper.

2. An owner or keeper of any hotel, inn, motel, motor court, boardinghouse or lodging house in this State **is not civilly liable** for the theft, loss, damage or destruction of any property of a guest left in a guest room if:

- (a) The owner or keeper provides a fireproof safe or vault in which guests may deposit property for safekeeping;
- (b) Notice of this service is personally given to a guest or posted in the office and the guest's room; and
- (c) The property is not offered for deposit in the safe or vault by a guest,

unless the owner or keeper is grossly negligent.

3. An owner or keeper is not obligated to receive property to deposit for safekeeping which exceeds \$750 in value or is of a size which cannot easily fit within the safe or vault.

4. The liability of the owner or keeper does not exceed the sum of \$750 for any property, including, but not limited to, property which is not deposited in a safe or vault because it cannot easily fit within the safe or vault, of an individual patron or guest, unless the owner or keeper receives the property for deposit for safekeeping and consents to assume a liability greater than \$750 for its theft, loss, damage or destruction in a written agreement in which the patron or guest specifies the value of the property.

# HYPOTHETICAL

Guest, a part-time jewelry broker, traveled to Las Vegas, Nevada, in August, 1983, to participate in a "21" tournament and registered at Hotel. Guest brought along his personal belongings and some jewelry, which he intended to show to customers in Phoenix, Arizona, after completing the tournament. After the tournament had ended, Guest surrendered his room and checked out of the Hotel, but, while awaiting his departure, left his luggage, including a briefcase that contained the jewelry, with a bellman.

Guest contends that he informed the bellman that the contents of the briefcase were "important" and that he saw the bellman place the luggage and briefcase in the hotel baggage room. When he returned to reclaim his luggage less than one hour later, however, Guest was informed that it could not be located. Later, his briefcase and one bag were found on the second green of the Hotel golf course, but both were empty. Although certain items of clothing were found in the area where the two pieces of luggage were discovered, neither the jewelry contained in the briefcase nor most of Guest's other property was recovered. Guest values the missing property as worth over \$50,000.

# HYPOTHETICAL

Guest, his wife, and his daughter were guests at Hotel in Las Vegas. In the early morning hours while they were asleep, an unknown intruder entered their suite and stole jewelry valued at \$18,550 and \$1,500 in cash.

Guest alleged that the negligence of the defendant hotel in failing to provide adequate security measures was the cause of their property loss. Each inner door to the Guest's suite had posted on it a warning to use the night lock before retiring and a notice that safe deposit boxes were available for guest's valuables. Dispute as to whether all the doors to the suite were equipped with dead-bolt mechanisms and as to whether the dead-bolts and latches that did exist were in operating order.

# SAMPLE

Contract. The management assumes no liability in any sum exceeding Two Hundred Fifty Dollars for loss of or damage to any wearing apparel or other personal property - unless at the time of delivery such value in excess of Two Hundred Fifty Dollars shall be declared and a written receipt stating such value shall be issued by this hotel. Safe deposit boxes are available for storage of valuables.



**BEST WESTERN Hotel President**  
THE WORLD'S LARGEST HOTEL CHAIN

If the Customer is provided with a parking space in the Hotel garage or in a hotel car park, including ones for which payment is required, **no contract for safekeeping will arise as a result.**

Customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted here from are cases of damage caused as a result of death, injury to body or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited. Apart from the cases referred to in Sentence 4, **any contract for safekeeping must be expressly agreed.**

Lien on personal property; sale after 30 days  
after default



# NRS 108.480

NRS 108.480 Lien on personal property; sale after 30 days after default.

1. Except as provided in subsection 2, every hotel, inn, motel, motor court, boardinghouse or lodging house proprietor or proprietors, or person who lets rooms to lodgers for hire, shall have a lien upon all property belonging to any patron, guest, boarder or tenant brought within the hotel, inn, motel, motor court, boardinghouse, lodging house or rooms for the amount that may be due from any such person for boarding, lodging, rent or for money paid or advanced, and for such other extras as are furnished at the request of any patron, guest, boarder or tenant, and is authorized to retain possession of such property until the innkeeper's lien and the cost of enforcing it are satisfied.

2. Tools or implements necessary to carry on the trade or employment of, and required work uniforms belonging to, such patron, guest, boarder or tenant are exempt from the provisions of this section.

3. At any time after 30 days after default made in the payment of a debt secured by a lien upon personal property as in this section provided, such lien may be foreclosed by sale of the property or some part thereof as provided in NRS 108.500.

# NRS 108.490

NRS 108.490 Sale of baggage or property left at hotel, motel, lodging house or boardinghouse. All baggage or property of whatever description left at a hotel, inn, motel, motor court, boardinghouse or lodging house for the period of 60 days may be sold at public auction by the proprietor or proprietors thereof as provided in NRS 108.500.

# NRS 108.500

NRS 108.500 Sales at public auction: Notice; disposition of proceeds.

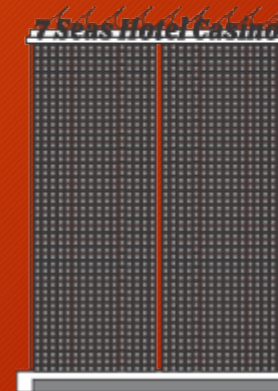
1. All sales made under NRS 108.480 and 108.490 shall be made at public auction.
2. No sale shall be valid unless notice of the sale is published at least once a week for 2 successive weeks prior to the sale in some newspaper published in the county in which the sale is to take place or, in case no newspaper is published therein, by posting notices at least 10 days prior to the sale in at least three public places in the county, two of which shall be in the township where the property is to be offered for sale.
3. The notice shall:
  - (a) Give a description of the property to be sold.
  - (b) Give the time and place of the sale.
  - (c) Give the name of the hotel, inn, motel, motor court, boardinghouse or lodging house at which the property or baggage was left.
  - (d) Give the name of the owner of the property when known.
  - (e) Be signed by the person conducting the sale.
4. If the name and residence of the owner of the property upon which the lien is to be foreclosed is known, a copy of the notice shall, at the time of the posting or publication, be delivered to the owner, if the owner resides in the county; otherwise, it shall be mailed to the owner's last known place of residence.
5. After paying all costs of keeping the property until the time of sale, the reasonable costs of the sale and the amount due the lien claimant, the remainder, if any, shall be paid to the county treasurer of the county in which the lien is foreclosed with a statement of the innkeeper's claim, the costs of enforcing it, a copy of the published or posted notice, and the amount received for the property sold at the sale. The residue shall be paid into the county school district fund, subject to a right of the guest or boarder, or the representative of the guest or boarder, to reclaim it within 6 months from the date of the deposit.

# CHAPTER 120A - UNCLAIMED PROPERTY (UNIFORM ACT)

Every state has unclaimed property laws, which apply to all businesses, nonprofit organizations, government entities, and individuals who hold property owned by other persons or have fixed obligations to pay debts due to other persons. The key parties involved in the distribution and processing of unclaimed property are the apparent owner, holder, and administrator. The apparent owner is the person whose name appears on the records of a holder as the owner of property held, issued, or owing by the holder. The holder is the person obligated to hold for the account of, or to deliver or pay to, the owner property that is subject to the Act. If the property is “abandoned” under the Act, then the holder must report the property to the administrator, the state official responsible for administering the Act.



Apparent Owner



Holder



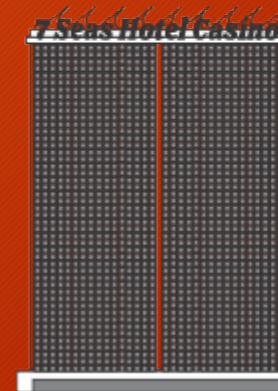
Administrator

# CHAPTER 120A - UNCLAIMED PROPERTY (UNIFORM ACT)

Contains rules to determine if property is abandoned. Under the Act, property is presumed abandoned if it is unclaimed by its apparent owner after a specified period of time (the dormancy period). The length of the dormancy period depends on the type of property. 120A establishes dormancy periods for some types of property that were not covered in previous versions of the Act, including health savings accounts, custodial accounts for minors, stored-value cards, and more. 120A also includes rules for how and when the holder of the property must communicate with the apparent owner. 120A clarifies that property is not presumed abandoned if the apparent owner shows an interest in the property during the dormancy period designated in the Act. Some of the ways in which an apparent owner may show interest are by a record communicated by the apparent owner to the holder about the property, payment of a premium on an insurance policy, or deposit or withdrawal from an account at a financial institution.



Apparent Owner



Holder



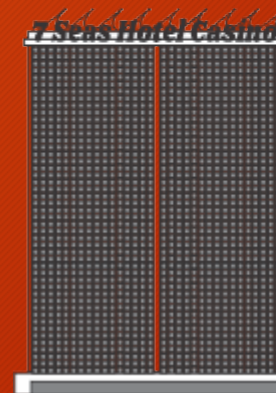
Administrator

# CHAPTER 120A - UNCLAIMED PROPERTY (UNIFORM ACT)

120A establishes three priority rules to determine which state may take custody of property that is presumed abandoned. The first-priority rule grants custody to the state of the last-known address of the apparent owner, according to the holder's records. If there is no record of the address of the apparent owner, or the address is in a state that does not permit the custodial taking of the property, then the property is subject to custodial taking by the state of corporate domicile of the holder. The third-priority rule permits a state administrator to take custody of the property if (1) the transaction involving the property occurred in the state; (2) the holder is domiciled in a state that does not provide for the custodial taking of the property; and (3) the last-known address of the apparent owner or other person entitled to the property is unknown or in a state that does not provide for the custodial taking of the property.



Apparent Owner



Holder



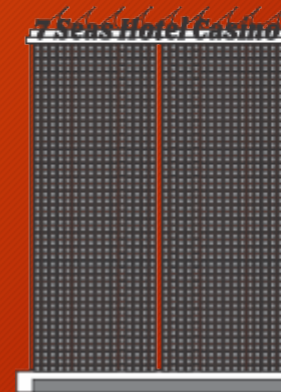
Administrator

# CHAPTER 120A - UNCLAIMED PROPERTY (UNIFORM ACT)

120A contains notice requirements that the holder of property presumed abandoned must send a notice to the apparent owner identifying the property and must file a report with the administrator identifying the property.



Apparent Owner



Holder



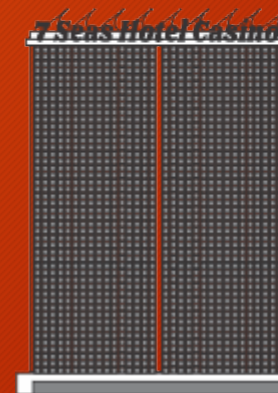
Administrator

# CHAPTER 120A - UNCLAIMED PROPERTY (UNIFORM ACT)

120A describes how the administrator (the State) may take custody of unclaimed property and how it may sell it.



Apparent Owner



Holder



Administrator



# REG 5.011

5.011 Grounds for disciplinary action. 1. The Board and the Commission deem any activity on the part of a licensee, registrant, or person found suitable by the Commission, or an agent or employee thereof, that is inimical to the public health, safety, morals, good order, or general welfare of the people of the State of Nevada, or that would reflect or tend to reflect discredit upon the State of Nevada or the gaming industry, to be an unsuitable method of operation and shall be grounds for disciplinary action by the Board and the Commission in accordance with the Nevada Gaming Control Act and the regulations of the Commission. The following acts or omissions, without limitation, may be determined to be unsuitable methods of operation...

# Joynt v. California Hotel Casino

Facts:

# Joynt v. California Hotel Casino

## Facts:

- Patrick Joynt was waiting to enter a restaurant at the California Hotel and Casino, which does business as Sam's Town Hotel, Gambling Hall and Bowling Center. According to Joynt, the waiting area was very crowded.
- While Joynt was waiting to enter the restaurant, another person asked to pass in front of him. Because of the crowding, it was necessary for Joynt to take a step back so that the person could pass.
- Behind Joynt was a colorful statue of a Western character with a slot machine in its chest.
- Although Joynt had observed the statue in the past, he had not noticed that the statue had a base plate that protruded beyond the statue.
- Thus, even though Joynt knew that he had enough room to take a step backwards without contacting the statue, when he took his step backwards, he fell over the base plate.
- As a result of this fall, Joynt injured his left shoulder and arm and his right knee.



# Joynt v. California Hotel Casino

## Facts:

- Joynt filed a complaint against the casino in which he asserted that the casino was negligent in maintaining its premises.



# Joynt v. California Hotel Casino

## The District Court:

- District Court granted summary judgement that the fall was caused by Joynt's own negligence.



# Joynt v. California Hotel Casino

## Joynt Appeals:

- On appeal, Joynt asserts that the district court erred when it granted summary judgment. Specifically, Joynt argues that: (1) he has raised genuine issues of fact with regard to the casino's negligence, (2) his actions should be judged by a reasonableness standard, and (3) because of the comparative negligence rule, any possible negligence on his part does not bar his negligence action.



# Joynt v. California Hotel Casino

The NV Supreme Court:

- We agree with Joynt and conclude that the district court erred in granting summary judgment.



# Joynt v. California Hotel Casino

The NV Supreme Court:

- Nevada has adopted the doctrine of comparative negligence; thus, a plaintiff's negligence does not automatically bar her or his negligence action. NRS 41.141 states that "[i]n any action to recover damages . . . in which comparative negligence is asserted as a defense, the comparative negligence of the plaintiff . . . does not bar a recovery if that negligence was not greater than the negligence . . . of the parties to the action against whom recovery is sought."
- The comparative negligence statute eliminates "contributory negligence as a bar to a plaintiff's recovery, at least when negligence of a tortfeasor, or several tortfeasors combined, was as great as plaintiff's or greater."





# Estate of Smith v. Mahoney's Silver Nugget

Facts:

# Estate of Smith v. Mahoney's Silver Nugget

## Facts:

- In the early morning hours of June 25, 2006, Daniel Ott entered the Silver Nugget casino with two friends, Paris Lee and Lakiva Campbell.
- They proceeded into the Touchdown Lounge and joined a boisterous group of people crowded around several pool tables near the bar.
- This group had already caught the attention of casino security, and within five minutes of Ott's arrival, the entire group was asked to leave.
- At this same time, Allen Tyrone Smith, Jr., was seated at a bar adjacent to the Touchdown Lounge.
- While not entirely clear, the record indicates that one of Smith's friends began arguing with Lee as Ott's group exited the Touchdown Lounge.
- Over a period of approximately ten seconds, Smith rose from his barstool, pushed his way through the crowd, and punched Lee in the face.
- In response to the perceived attack on his friend, Ott immediately revealed a concealed weapon and fatally shot Smith

# Estate of Smith v. Mahoney's Silver Nugget

## Issue:

- Smith's murder was foreseeable, and thus, the Silver Nugget owed Smith a duty of care under NRS 651.015.
- Core issue: Foreseeability

# Estate of Smith v. Mahoney's Silver Nugget

## The Standard:

- In *Doud v. Las Vegas Hilton Corp.*, 109 Nev. 1096, 864 P.2d 796 (1993), we addressed the four elements a plaintiff must establish to succeed on a negligence claim for innkeeper liability: (1) duty, (2) breach, (3) proximate causation, and (4) damages.
- In determining the threshold inquiry of whether an innkeeper owes a duty of care to its patron, we recognized that a duty to prevent wrongful conduct by third parties only occurs when the wrongful conduct is foreseeable.
- The Legislature subsequently enacted NRS 651.015 to *resolve a perceived defect in Doud* and to “codify what was the old law with respect” to duty. Hearing on S.B. 474 Before the Senate Judiciary Comm., 68th Leg. (Nev., May 18, 1995). In doing so, the Legislature set forth a general limitation precluding the imposition of civil liability on an innkeeper unless the death or injury of a patron was caused by the foreseeable wrongful act of a third party (duty), and there is a preponderance of evidence to show a failure to exercise due care (evidentiary threshold for breach).

# Estate of Smith v. Mahoney's Silver Nugget

## The Standard:

- The preliminary inquiry in any case involving innkeeper liability is whether “[t]he wrongful act which caused the death or injury was foreseeable,” and thus, whether a duty of care was owed to the plaintiff. NRS 651.015(2)(a).
- In determining whether a wrongful act is “foreseeable” and thus gives rise to a duty as a matter of law, the Legislature provided a definition in NRS 651.015(3). The subsection provides that a wrongful act is not “foreseeable” unless:
  - (a) The owner or keeper failed to exercise due care for the safety of the patron or other person on the premises;  
or
  - (b) Prior incidents of similar wrongful acts occurred on the premises and the owner or keeper had notice or knowledge of those incidents. NRS 651.015(3) (emphases added).
- *The central issue is whether the owner or keeper failed to exercise due care for the safety of the patron or other person on the premises*

# Estate of Smith v. Mahoney's Silver Nugget

## The Standard:

- After review of the legislative history, we conclude that NRS 651.015(3) allows a judge to evaluate evidence of “[p]rior incidents of similar wrongful acts” or any other circumstances related to the exercise of “due care” when imposing a duty under NRS 651.015(2).
- This aligns the statute's definition of “foreseeable” with Doud's “totality of the circumstances” approach by allowing a judge to look beyond the existence of “similar wrongful acts” in determining the existence of a duty.
- Having thus interpreted NRS 651.015's foreseeability requirement, we must now determine whether the fatal shooting in this case was foreseeable to the Silver Nugget.

# Estate of Smith v. Mahoney's Silver Nugget

The Holding:

- The district court properly concluded that the Silver Nugget did not owe Smith a duty of care.

# Estate of Smith v. Mahoney's Silver Nugget

## The Reasoning:

- ...we conclude that the district court properly determined that the fatal shooting was unforeseeable under NRS 651.015(3)(b) “because there were no prior incidents of similar wrongful acts [that] occurred on the premises.”
  - *Despite evidence of fights within the casino where weapons may have been present but not used.*
  - *Despite evidence of issues in outside the casino*
- *After carefully reviewing the record, it is apparent that the Silver Nugget took basic minimum precautions to ensure the safety of its patrons. There is no evidence to suggest that the Silver Nugget should have known that Ott was carrying a concealed weapon when he entered the premises. Also, the Silver Nugget promptly deployed security to request that the boisterous group leave the Touchdown Lounge. Thus, we are convinced that the circumstances leading up to Smith's murder did not provide the requisite foreseeability for imposing a duty upon the Silver Nugget under NRS 651.015(3)(a).*



# Trespass

# Trespass - NRS 207.200

NRS 207.200 Unlawful trespass upon land; warning against trespassing.

1. Unless a greater penalty is provided pursuant to NRS 200.603, any person who, under circumstances not amounting to a burglary:
  - (a) Goes upon the land or into any building of another with intent to vex or annoy the owner or occupant thereof, or to commit any unlawful act; or
  - (b) Willfully goes or remains upon any land or in any building after having been warned by the owner or occupant thereof not to trespass,

is guilty of a misdemeanor. The meaning of this subsection is not limited by subsections 2 and 4.

2. A sufficient warning against trespassing, within the meaning of this section, is given by any of the following methods:
  - (a) Painting with fluorescent orange paint:
    - (1) Not less than 50 square inches of a structure or natural object or the top 12 inches of a post, whether made of wood, metal or other material, at:
      - (I) Intervals of such a distance as is necessary to ensure that at least one such structure, natural object or post would be within the direct line of sight of a person standing next to another such structure, natural object or post, but at intervals of not more than 1,000 feet; and
      - (II) Each corner of the land, upon or near the boundary; and
    - (2) Each side of all gates, cattle guards and openings that are designed to allow human ingress to the area;
  - (b) Fencing the area;

- (c) Posting “no trespassing” signs or other notice of like meaning at:
  - (1) Intervals of such a distance as is necessary to ensure that at least one such sign would be within the direct line of sight of a person standing next to another such sign, but at intervals of not more than 500 feet; and
  - (2) Each corner of the land, upon or near the boundary;
  - (d) Using the area as cultivated land; or
  - (e) By the owner or occupant of the land or building making an oral or written demand to any guest to vacate the land or building.
3. It is prima facie evidence of trespass for any person to be found on private or public property which is posted or fenced as provided in subsection 2 without lawful business with the owner or occupant of the property.
4. An entryman on land under the laws of the United States is an owner within the meaning of this section.
5. As used in this section:
  - (a) “Cultivated land” means land that has been cleared of its natural vegetation and is presently planted with a crop.
  - (b) “Fence” means a barrier sufficient to indicate an intent to restrict the area to human ingress, including, but not limited to, a wall, hedge or chain link or wire mesh fence. The term does not include a barrier made of barbed wire.
- (c) “Guest” means any person entertained or to whom hospitality is extended, including, but not limited to, any person who stays overnight. The term does not include a tenant as defined in NRS 118A.170.

# PUBLIC ACCESS TO GAMING

## NRS 463.0129 Public policy of state concerning gaming; license or approval revocable privilege.

1. The Legislature hereby finds, and declares to be the public policy of this state, that:

(a) The gaming industry is vitally important to the economy of the State and the general welfare of the inhabitants.

(b) The continued growth and success of gaming is dependent upon public confidence and trust that licensed gaming and the manufacture, sale and distribution of gaming devices and associated equipment are conducted honestly and competitively, that establishments which hold restricted and nonrestricted licenses where gaming is conducted and where gambling devices are operated do not unduly impact the quality of life enjoyed by residents of the surrounding neighborhoods, that the rights of the creditors of licensees are protected and that gaming is free from criminal and corruptive elements.

(c) Public confidence and trust can only be maintained by strict regulation of all persons, locations, practices, associations and activities related to the operation of licensed gaming establishments, the manufacture, sale or distribution of gaming devices and associated equipment and the operation of inter-casino linked systems.

(d) All establishments where gaming is conducted and where gaming devices are operated, and manufacturers, sellers and distributors of certain gaming devices and equipment, and operators of inter-casino linked systems must therefore be licensed, controlled and assisted to protect the public health, safety, morals, good order and general welfare of the inhabitants of the State, to foster the stability and success of gaming and to preserve the competitive economy and policies of free competition of the State of Nevada.

**(e) To ensure that gaming is conducted honestly, competitively and free of criminal and corruptive elements, all gaming establishments in this state must remain open to the general public and the access of the general public to gaming activities must not be restricted in any manner except as provided by the Legislature.**

2. No applicant for a license or other affirmative commission approval has any right to a license or the granting of the approval sought. Any license issued or other commission approval granted pursuant to the provisions of this chapter or [chapter 464](#) of NRS is a revocable privilege, and no holder acquires any vested right therein or thereunder.

3. This section does not:

(a) Abrogate or abridge any common-law right of a gaming establishment to exclude any person from gaming activities or eject any person from the premises of the establishment for any reason; or

# EXCEPTIONS



- VIP Gaming Salon
- Not high limit area
  - \$300,000 minimum credit
  - 24-hour surveillance by regulators
  - \$500 minimum wager for slots

## Admission Charges



# ADMISSION CHARGE

45

- (1) The size of the area;
- (2) The amount of gaming that occurs within the area;
- (3) The types and quantity of gaming offered;
- (4) The business purpose of the area;
- (5) Other amenities that are offered within the area;
- (6) The amount of the costs and expenses incurred in creating the area;
- (7) The benefit to the State in having gaming conducted within the area;
- (8) The amount of the fee charged and whether the fee charged is unreasonable as compared to the prevailing practice within the industry; and
- (9) Whether the area should more appropriately be treated as a gaming salon



**PATRONS WISHING TO ENTER  
GOLD DIGGERS FOR THE PURPOSES  
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NO SHOES,  
NO SERVICE.**

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## DISCLAIMER

Guests must be at least 21 years old. Dress Code is upscale fashionable attire. Hakkasan does not permit: hats, sandals, sneakers, hard soled shoes and boots, ripped or baggy clothing and athletic wear. Collared shirts are required for men.



Hakkasan Las Vegas

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NO WEAPONS**

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NOTICE  
NO  
COLORS  
ALLOWED**  
*Thank You*

**No  
Motorcycle  
Colors**

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The Golden Nugget Casino-Hotel hereby adopts and enforces the following No Colors Policy:  
No person, while on the premises of the Golden Nugget Casino-Hotel, shall exhibit, or make visible to the naked eye, on his person, apparel, accessories, vehicles, or accessories, any emblem, flag, insignia, badge, bandolier, or sign that suggests, names, depicts, endorses, supports, or poses an affiliation with, association with, sympathy for, support for, membership in, or endorsement of any motorcycle club, gang, association, or organization.  
No list of terms in this policy shall be construed to be exhaustive, and the proprietor reserves the absolute right, in its sole discretion, to interpret this policy in any manner it believes to be in furtherance of the objectives of the No Colors Policy.  
In addition, the proprietor reserves the absolute right, in its sole discretion, to deny entry to or exit from the premises any person or persons found to be in violation of the No Colors Policy.

**NO  
COLORS  
ALLOWED**

Wearing apparel which is likely to provoke a disturbance or embroil other groups or the general public in conflict will not be allowed.



# TRESPASS WARNING

**TRESPASS WARNING** - As a duly appointed representative of the owner of this property, I hereby warn you that you are trespassing upon this property as defined by Nevada Revised Statutes Section 207.200. If you do not leave these premises immediately, the Las Vegas Metropolitan Police Department will be contacted and you may be subject to arrest for a misdemeanor. Your subsequent return to the premises after being duly warned not to return will result in a call to the Las Vegas Metropolitan Police Department and you may be subject to immediate arrest for trespassing.

Any person who, under circumstances not amounting to a burglary: (a) Goes upon the land or into any building of another with intent to vex or annoy the owner or occupant thereof, or to commit any unlawful act; or (b) Willfully goes or remains upon any land or in any building after having been warned by the owner or occupant thereof not to trespass, is guilty of a misdemeanor. A misdemeanor is defined in the Nevada Revised States Section 193.120 as punishable by a fine of not more than \$1,000 or by imprisonment in a county jail for not more than six months.

# Sheriff v. Martin

Facts:

# Sheriff v. Martin - Cheating

## Facts:

- On April 10, 1982, Martin was playing "21" at Boomtown, in Verdi, Nevada
- He was seated to the left of a known card crimper, Dennis Wayne Petersen.
  - Card crimping is the act of deforming a card, often by bending the corners, to make the point value of the card readable to the crimper from the back as well as the face of the card.
- Casino employees and Gaming Control Board agents placed the table under observation. The deck in play was exchanged for a new deck, and the used deck was found to contain many crimped cards. Petersen was observed crimping several cards in the new deck.
- Martin consistently asked Peterson what he should wager and adjusted his wagers accordingly.
- Gaming Control agent also noted a correlation between Petersen's touching of a particular stack of chips and Martin's taking a hit. A card expert employed by the casino testified that Martin's and Petersen's behavior indicated that they were working together. Martin was ahead several hundred dollars at the time he and Petersen were removed from the table and detained by casino security personnel.

# Sheriff v. Martin - Cheating

## The Issue:

- Whether the definition of cheating in NRS 465.015 is unconstitutionally vague.
  - NRS 465.015 Definitions. As used in this chapter:
    - 1. “Cheat” means to alter the elements of chance, method of selection or criteria which determine:
      - (a) The result of a game;
      - (b) The amount or frequency of payment in a game;
      - (c) The value of a wagering instrument; or
      - (d) The value of a wagering credit.
    - 2. The words and terms defined in chapter 463 of NRS have the meanings ascribed to them in that chapter.

# Sheriff v. Martin - Cheating

## The Standard:

- All the Due Process Clause requires is that the law give sufficient warning that men may conduct themselves so as to avoid that which is forbidden.
- Acts of the Legislature are presumed to be constitutional, and the party challenging an enactment bears the burden of making a "clear showing" of invalidity.



# Sheriff v. Martin - Cheating

## The Holding:

- Applying these rules, we find that the definition of cheating in NRS 465.015 is not unconstitutionally vague on its face or as applied to respondent. The Legislature sought by this generic definition to prohibit all forms of cheating, and thus to avoid the many gaps and loopholes left by the prior cheating statutes. See NRS 465.070- 465.083 (1979). While we have never before construed the phrase "to alter the selection of criteria which determine [the outcome of the game]," the words bear an easily ascertainable meaning. Webster's Third New International Dictionary (1976) defines "criterion" as either a characterizing mark or trait, or a standard on which a decision or judgment may be based. The same dictionary defines "selection" as either the act or process of selecting, or that which is selected (choice). In light of the statutory purpose, we interpret the current cheating statutes to proscribe the alteration of the group of characteristics which identify and define the game in question. The attributes of the game – its established physical characteristics and basic rules – determine the probabilities of the game's various possible outcomes. Changing those attributes to affect those probabilities is a criminal act.
- In addition, the statutes and the legislative history do not suggest that the Legislature intended to remove from the crime of cheating the requirement of fraudulent intent. See NRS 199.480(2)(d). We have consistently drawn parallels between cheating and fraudulent conduct.

# Sheriff v. Martin - Cheating

## The Holding:

- By crimping cards, respondent's alleged co-conspirator in effect made the cards readable on both sides. While this did not alter the location of the cards in the deck, which was established randomly by the dealer's shuffling, it did alter a crucial characteristic of the game. The card crimper by his actions eliminated the element of chance as to himself and respondent concerning the point value of the top cards in the deck at the time of deciding whether or not to take a hit. The other players' knowledge of those cards was based solely on their observation of the cards already played and the laws of probability. "What a man does not know and cannot find out is chance as to him, and is recognized as chance by the law."

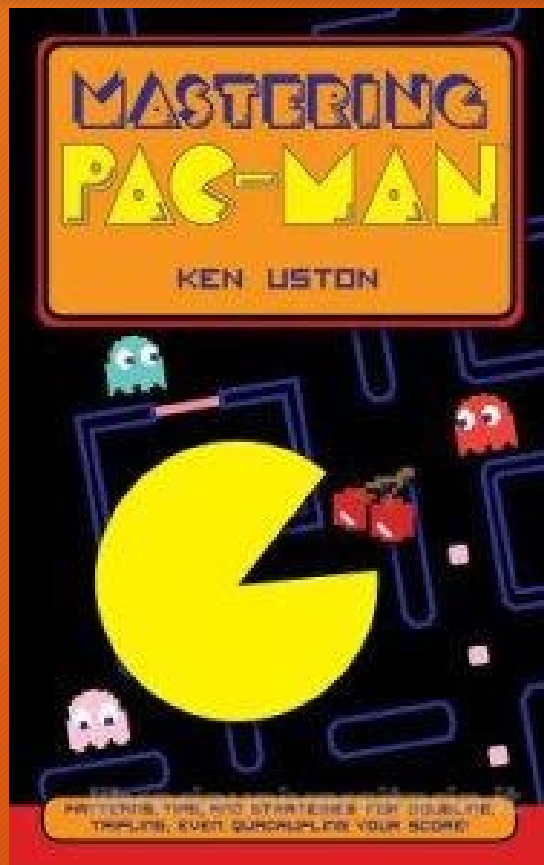
CARD COUNTING

CARD COUNTING



CHEATING

# KEN USTON



# Uston v. Hilton Hotels (Nevada 1978)

## The Attorneys:

- Oscar B. Goodman, Las Vegas, Nev., for plaintiff.
- Lionel, Sawyer & Collins, Las Vegas, Nev., for defendants

# Uston v. Hilton Hotels (Nevada 1978)

## The Facts:

- This action is one of several cases filed by Kenneth Uston in this court and others over the last two years.
- In all, Uston has sought damages as well as injunctive relief to enjoin the respective casinos from refusing to allow him to play the game of "21".
- The present action arises from an event which occurred at the Flamingo Hilton Hotel casino on June 29, 1975. At approximately 6:00 P.M., Uston was approached by two security guards at a "21" table and was requested to leave the premises.
- The two guards escorted Uston to the hotel's entrance where Uston was read the Nevada trespass statute. Uston thereafter departed. Uston alleges that he was asked to leave because he is a "better than average black jack ("21") player."
- Uston sues for violation of his constitutional due process rights.

# Uston v. Hilton Hotels (Nevada 1978)

## The Standard:

- In order to predicate an action under 42 U.S.C. § 1983, it must be demonstrated, inter alia, that the deprivation of constitutional rights, the injury complained of, was brought about by state action, that is, took place under color of state law.
- It is well established that private conduct without some significant state involvement is not actionable under 42 U.S.C. § 1983

# Uston v. Hilton Hotels (Nevada 1978)

## The Contention:

- In opposing the defendants' motion for summary judgment, Uston asserts that the actions of the defendants in preventing him from playing the game of "21" were tantamount to state action (1) because of the extent to which the State of Nevada regulates the gaming industry, and (2) because the State of Nevada, charged with the enforcement of the gaming laws, has refused to prohibit the discrimination against card counters. Both contentions are without merit.



# Uston v. Hilton Hotels (Nevada 1978)

## The Holding:

- Mere state regulation of a private industry in and of itself does not constitute state action. *Moose Lodge No. 107 v. Irvis*, 407 U.S. 163, 92 S. Ct. 1965, 32 L. Ed. 2d 627 (1972). Something more, more in the nature of a substantial and direct state involvement in promoting the challenged activity, must be demonstrated in order to establish state action. In *Jackson v. Metropolitan Edison Co.*, 419 U.S. 345, 95 S. Ct. 449, 42 L. Ed. 2d 477 (1974), a private electric utility was subject to pervasive and detailed state regulation and licensing, similar to the extent that the gaming industry is controlled by Nevada. The Court, in holding that such licensing
- Similarly, the State of Nevada is under no obligation, statutory or otherwise, which, by its refusal to compel gaming establishments to allow card counters to play "21", would attribute the defendants' actions to state action. g and regulation did not constitute state action...
- In essence, Uston argues that since the State of Nevada has enacted measures that require the exclusion of a limited class of undesirable persons, of which Uston is not a member, it thereby undertook the affirmative duty to compel the admittance of all persons, such as Uston, who were not named on the list compiled by the Nevada Gaming Commission. Such an argument strains logic. It is the judgment of this Court that NRS 463.151 gives rise to no affirmative obligation by the State of Nevada to compel gaming establishments to admit persons thought to be card counters. Since no duty exists, the failure to prohibit private action is not state action.

# Uston v. Hilton Hotels (NJ 1982)

## The Facts:

- Since January 30, 1979, appellant Resorts International Hotel, Inc. (Resorts) has excluded respondent, Kenneth Uston, from the blackjack tables in its casino because Uston's strategy increases his chances of winning money.
- Uston concedes that his strategy of card counting can tilt the odds in his favor under the current blackjack rules promulgated by the Casino Control Commission (Commission).
- However, Uston contends that Resorts has no common law or statutory right to exclude him because of his strategy for playing blackjack.

# Uston v. Hilton Hotels (NJ 1982)

## The Court's Analysis:

- The right of an amusement place owner to exclude unwanted patrons and the patron's competing right of reasonable access both have deep roots in the common law. . . . In this century, however, courts have disregarded the right of reasonable access in the common law of some jurisdictions at the time the Civil War Amendments and Civil Rights Act of 1866 were passed.
- Underlying the congressional discussions and at the heart of the Fourteenth Amendment's guarantee of equal protection, was the assumption that the State by statute or by "the good old common law" was obligated to guarantee all citizens access to places of public accommodation. . . .
- State v. Schmid involved the constitutional right to distribute literature on a private university campus. The Court's approach in that case balanced individual rights against property rights. It is therefore analogous to a description of the common law right of exclusion. Balancing the university's interest in controlling its property against plaintiff's interest in access to that property to express his views, the Court clearly refused to protect unreasonable exclusions.
- Schmid recognizes implicitly that when property owners open their premises to the general public in the pursuit of their own property interests, they have no right to exclude people unreasonably.

# Uston v. Hilton Hotels (NJ 1982)

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# Cohen v. State (NV 1981)

## The Facts:

- The State of Nevada entered into an agreement with appellant Robert Cohen that it would not consider Cohen's past criminal record as grounds for denying "any" application for a restricted gaming license.
  - The agreement between the State and Cohen takes the form of a formal, written stipulation executed by Cohen and the Gaming Control Board and "accepted by the [Gaming] Commission."
  - The intent and purpose of the stipulation was to resolve a complaint that the State had filed against Cohen to revoke his gaming license at the Downtowner Hotel in Las Vegas, based on Cohen's felony conviction.
  - Cohen stipulated that he would relinquish his gaming license and pay a \$2,000.00 fine; and the State stipulated that Cohen's felony conviction would not be used as the "sole grounds" to deny "any subsequent applications" that he might make for a restricted gaming license.
  - Cohen applied for a restricted license in 1990 [p]ursuant to the terms of the Stipulation, since COHEN had not had any further problems and the location remained suitable, the Board [in accordance with its stipulation] did not consider COHEN's prior bad acts, and recommended that COHEN be granted a new restricted license to conduct gaming at the Downtowner Hotel. . The COMMISSION considered the matter . . . and . . . granted COHEN a new restricted license to conduct gaming at the Downtowner Hotel

# Cohen v. State (NV 1981)

## The Facts:

- In 1994, Cohen filed another, "subsequent application," relying on the stipulation, which specifically provided for Cohen's "applying for a gaming license at a location(s) other than [the Downtowner]." (Emphasis added.) When Cohen applied in 1994 for a license at the other location, namely, the Center Strip Inn, the Board, despite its previously having recommended licensing on Cohen's 1990 application, decided to repudiate its agreement, and, as put in the State's brief,
- After considering COHEN's arguments for licensure, the BOARD recommended that the application be denied based upon COHEN's prior "bad acts."
- The COMMISSION considered COHEN's Center Strip Inn application and the terms of the Stipulation in its May 1994 meeting. . COHEN then argued that the Stipulation did apply to license applications for new locations. . The COMMISSION disagreed and voted unanimously to follow the recommendation of the BOARD and deny COHEN's application based upon his prior bad acts.
- The State repudiates its agreement and, contrary to its agreement, has denied Cohen's application based upon "his prior bad acts."
- The State does not argue that it has not violated its agreement; it merely says that Cohen cannot do anything about it and that its violation of the agreement is "not subject to judicial review."

# Cohen v. State (NV 1981)

## The Issue:

- The issue is not, as the State argues, whether Cohen can or cannot appeal a denial of a gaming license, but rather the issue is whether the agreement made with the Board and Commission gave Cohen judicially recognizable rights



# Cohen v. State (NV 1981)

## The Holding:

- Although, generally speaking, the granting of a privileged gaming license is a discretionary act not subject to judicial review, this does not mean that ultra vires actions which go beyond the powers granted to administrative agencies and personnel are immune from collateral review by the courts.
- There appears to be no doubt here that the State entered into a contract with Cohen, that the State legally obligated itself to refrain from doing certain things and that it later refused to honor that agreement. The courts cannot countenance such a cavalier trodding upon its citizens' legal rights.
- In the case before us, the State had wide discretion as to whether to enter into the contract, but once the contractual relationship was established, performance of the contract, in the language of Williams, "became an operational function" imposing upon the State the moral and legal duty to abide by its agreement.
- Cohen is not asking the court to order that he be granted a license; all he asks is that the State act rightly and in accordance with its contractual obligation. He is certainly entitled to this much.

# Board: Pennsylvania Casino Served Player 27 Drinks In 9 Hours

February 3, 2017 at 12:02 pm

Filed Under: [casino](#)



*MOUNT POCONO, Pa. (AP)* – The Pennsylvania Gaming Control Board has fined a casino \$25,000 for serving a gambler 27 drinks in a nine-hour period.

Mount Airy Casino [Resort](#) says it won't comment on the fine. The gambling board says the fine was levied as part of a consent agreement, meaning the casino isn't contesting the penalty.

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# \$1 Million Jackpot Denied to Underage Player

August 7, 1987



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## RELATED TOPICS

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LAS VEGAS, Nev. (AP) — An Arkansas family learned the hard way that it's against the law for minors to gamble, as they watched a jackpot worth more \$1 million slip from their hands.

A man later determined to be 19 years old was playing one of the resort's "Million-Dollar Baby" slot machines Wednesday afternoon when he hit the big payoff: \$1,061,811, Caesar's Palace spokesman Don Guglielmino said Friday.

Nevada law prohibits anyone under the age of 21 from gambling in the state's casinos.

Video cameras, which focus like a bank camera on action at each of the big slot machines, recorded the win by the youth and continued recording as the youth's father came to the slot machine to displace his son.

"The guy's father tried to claim the jackpot," Guglielmino said.

The camera also showed that the youth's mother had been playing the same machine only moments earlier, Guglielmino added.

Gaming control board agents, who routinely review every major jackpot, spotted the change of players on the videotape and denied the jackpot.

Guglielmino said he was not authorized to identify the player or his family. He said the family returned to Hot Springs, Ark. on Friday.

The jackpot was hit and lost just hours after the family checked into the Las Vegas strip resort, Guglielmino said.

