



1 NGC 14-17

2

3

4

STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

NEVADA GAMING CONTROL BOARD,

7

Complainant,

8

vs.

9

HAROLD DOUGLAS HOLDER;
THE HOLDER GROUP, LLC;
10 THE HOLDER GROUP SHARKEY'S, LLC,
11 dba SHARKEY'S NUGGET;
THE HOLDER GROUP SUNDANCE, LLC,
12 dba SUNDANCE CASINO,

**STIPULATION FOR SETTLEMENT
AND ORDER**

13

Respondents.

14

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
15 (BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 14-17, against
16 the above-captioned RESPONDENTS alleging certain violations of the Nevada Gaming
17 Control Act and Regulations of the Nevada Gaming Commission.

18

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

21

1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
22 Case No. 14-17.

23

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

28

.....

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

1 3. SHARKEY'S NUGGET, previously operated by THE HOLDER GROUP
2 SHARKEY'S, LLC, dba SHARKEY'S NUGGET (SHARKEY'S) has been transferred to and is
3 now operated by another licensee. Pursuant to a closing audit conducted by the BOARD,
4 SHARKEY'S is due a refund of prepaid gaming taxes in the amount of TWELVE THOUSAND
5 TWENTY-NINE DOLLARS AND THIRTY-TWO CENTS (\$12,029.32) (the SHARKEY'S
6 REFUND). SHARKEY'S hereby agrees to forfeit the SHARKEY'S REFUND as a fine to be
7 paid in settlement of this matter.

8 4. The only remaining licensed property operated by RESPONDENTS is the
9 SUNDANCE CASINO, operated by HOLDER GROUP SUNDANCE, LLC (SUNDANCE).
10 RESPONDENTS agree SUNDANCE's gaming license shall be deemed surrendered at
11 11:59:59 p.m. (Pacific Daylight Time) on October 29, 2015.

12 5. On or before October 29, 2015, the BOARD Chairman, or designee, in his sole and
13 absolute discretion, may administratively extend the time and date SUNDANCE's license is
14 deemed surrendered to not later than 11:59:59 p.m. (Pacific Standard Time) on February 29,
15 2016, if a person has a completed application on file for a nonrestricted gaming license at
16 SUNDANCE's current location and the person has agreed, in writing, to purchase or lease
17 SUNDANCE's location for the purposes of the person exposing gaming for play.

18 6. The BOARD Chairman, or designee, in his sole and absolute discretion, may
19 administratively extend the time and date SUNDANCE's license is deemed surrendered to not
20 later than 11:59:59 p.m. (Pacific Standard Time) on November 30, 2015, if the BOARD
21 Chairman, or designee, determines RESPONDENTS have entered into an agreement to sell
22 SUNDANCE on or before October 29, 2015. The BOARD Chairman, or designee, in his sole
23 and absolute discretion, may further administratively extend the time and date SUNDANCE's
24 license is deemed surrendered to not later than 11:59:59 p.m. (Pacific Standard Time) on
25 February 29, 2016, if the purchaser reflected in the agreement to sell has a completed
26 application on file for a nonrestricted gaming license at SUNDANCE on or before November
27 30, 2015.

28

1 7. If a complete application for a gaming license to operate SUNDANCE is not on file
2 on or before October 29, 2015, the BOARD Chairman, or designee, in his sole and absolute
3 discretion, may administratively extend the time and date the nonrestricted gaming license for
4 SUNDANCE is deemed surrendered to not later than 11:59:59 p.m. (Pacific Standard Time)
5 on February 29, 2016, if the BOARD Chairman, or designee, determines that
6 RESPONDENTS have entered into an agreement with an authorized distributor of an Online
7 Slot Monitoring System meeting the requirements of the Regulations and Technical Standards
8 and such system is installed and operating at SUNDANCE on or before October 29, 2015.

9 8. If an Online Slot Monitoring System has been installed and is operating as provided
10 in paragraph 7 of this stipulation, the BOARD Chairman, or designee, in his sole and absolute
11 discretion, may administratively extend the time and date the nonrestricted gaming license for
12 SUNDANCE is deemed surrendered to not later than 11:59:59 p.m. (Pacific Daylight Time) on
13 June 30, 2016, if the United States Bankruptcy Court for the District of Nevada, in case
14 number 15-50157-btb, involving SUNDANCE as Debtor, has ordered an auction or other sale
15 of SUNDANCE that is likely to be completed soon enough to allow the purchaser of
16 SUNDANCE to be licensed on or before such date and, the BOARD Chairman, or designee,
17 in his sole and absolute discretion, determines that such extension is consistent with the
18 public policy of this State as set forth in the Nevada Gaming Control Act.

19 9. In consideration for the execution of this settlement agreement, RESPONDENTS,
20 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
21 releases and forever discharges the State of Nevada, the Nevada Gaming Commission, the
22 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
23 agents, and employees in their individual and representative capacities, from any and all
24 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
25 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
26 now have, may have, or claim to have against any and all of the persons or entities named in
27 this paragraph arising out of, or by reason of, the investigation of the allegations in the
28

1 Complaint and this disciplinary action, NGC Case No. 14-17, or any other matter relating
2 thereto.

3 10. In consideration for the execution of this settlement agreement, RESPONDENTS
4 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
5 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
6 agents, and employees in their individual and representative capacities against any and all
7 claims, suits and actions, brought against the persons named in this paragraph by reason of
8 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
9 No. 14-17, and all other matters relating thereto, and against any and all expenses, damages,
10 charges and costs, including court costs and attorney fees, which may be sustained by the
11 persons and entities named in this paragraph as a result of said claims, suits and actions.

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

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

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

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

4 14. 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. 14-17. 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 15. RESPONDENTS agree and understand that although this settlement, if approved
10 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 14-17,
11 the allegations contained in the Complaint file in NGC Case No. 14-17 and the terms of this
12 settlement agreement may be considered by the BOARD and/or the Nevada Gaming
13 Commission, with regards to any and all applications by RESPONDENTS that are currently
14 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
15 with the BOARD.

16 16. RESPONDENTS affirmatively represent that if RESPONDENTS, this Stipulation
17 for Settlement and Order, and/or any amounts distributed under this Stipulation for Settlement
18 and Order are subject to, or will become subject to, the jurisdiction of any bankruptcy court,
19 the bankruptcy court's approval is not necessary for this Stipulation for Settlement and Order
20 to become effective, or that the bankruptcy court has already approved this Stipulation for
21 Settlement and Order.

22 17. RESPONDENTS, by executing this stipulation affirmatively waive all notices
23 required by law for this matter including, but not limited to, notices concerning consideration of
24 the character or misconduct of a person (NRS 241.033), notices concerning consideration of
25 administrative action against a person (NRS 241.034), and notices concerning hearings
26 before the Nevada Gaming Commission (NRS 463.312). Regardless of the waiver of legal
27 notice requirements, the BOARD and Nevada Gaming Commission will attempt to provide
28 reasonable notice of the time and place of the hearing. Further, in negotiating this settlement,

1 RESPONDENTS acknowledge that the BOARD has provided RESPONDENTS with the date
2 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates the
3 Nevada Gaming Commission will consider approving this settlement.

4 18. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
5 disciplinary action, NGC Case No. 14-17.

6 DATED this 8th day of September, 2015.

7 HAROLD DOUGLAS HOLDER;
8 THE HOLDER GROUP, LLC;
9 THE HOLDER GROUP SHARKEY'S, LLC,
10 dba SHARKEY'S NUGGET;
11 THE HOLDER GROUP SUNDANCE, LLC,
12 dba SUNDANCE CASINO

13 _____
14 HAROLD DOUGLAS HOLDER

15 _____
16 SCOTT SCHERER
17 HOLLAND & HART LLP
18 Attorney for Respondents

NEVADA GAMING CONTROL BOARD



A.G. BURNETT, Chairman



SHAWN R. REID, Member



TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT
Attorney General

By: _____

JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for Nevada Gaming Control Board

23 **ORDER**

24 IT IS SO ORDERED in NGC Case No. 14-17.

25 DATED this 17th day of September, 2015.

26 NEVADA GAMING COMMISSION



27 TONY ALAMO, M.D., Chairman
28

1 RESPONDENTS acknowledge that the BOARD has provided RESPONDENTS with the date
2 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates the
3 Nevada Gaming Commission will consider approving this settlement.

4 18. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
5 disciplinary action, NGC Case No. 14-17.

6 DATED this _____ day of _____, 2015.

7 HAROLD DOUGLAS HOLDER;
8 THE HOLDER GROUP, LLC;
9 THE HOLDER GROUP SHARKEY'S, LLC,
10 dba SHARKEY'S NUGGET;
11 THE HOLDER GROUP SUNDANCE, LLC,
12 dba SUNDANCE CASINO

NEVADA GAMING CONTROL BOARD

A.G. BURNETT, Chairman

HAROLD DOUGLAS HOLDER

SHAWN R. REID, Member

14 SCOTT SCHERER
15 HOLLAND & HART LLP
16 Attorney for Respondents

TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT,
Attorney General

By: 

JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for Nevada Gaming Control Board

23 ORDER

24 IT IS SO ORDERED in NGC Case No. 14-17.

25 DATED this _____ day of _____, 2015.

26 NEVADA GAMING COMMISSION

27 TONY ALAMO, M.D., Chairman
28

1 RESPONDENTS acknowledge that the BOARD has provided RESPONDENTS with the date
2 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates the
3 Nevada Gaming Commission will consider approving this settlement.

4 18. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
5 disciplinary action, NGC Case No. 14-17.

6 DATED this _____ day of _____, 2015.

7 HAROLD DOUGLAS HOLDER;
8 THE HOLDER GROUP, LLC;
9 THE HOLDER GROUP SHARKEY'S, LLC,
10 dba SHARKEY'S NUGGET;
11 THE HOLDER GROUP SUNDANCE, LLC,
12 dba SUNDANCE CASINO

NEVADA GAMING CONTROL BOARD

A.G. BURNETT, Chairman

SHAWN R. REID, Member

11 _____
12 HAROLD DOUGLAS HOLDER



TERRY JOHNSON, Member

13 _____
14 SCOTT SCHERER
15 HOLLAND & HART LLP
16 Attorney for Respondents

Submitted by:

ADAM PAUL LAXALT
Attorney General

By:

JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for Nevada Gaming Control Board

23 ORDER

24 IT IS SO ORDERED in NGC Case No. 14-17.

25 DATED this _____ day of _____, 2015.

26 NEVADA GAMING COMMISSION

27 _____
28 TONY ALAMO, M.D., Chairman

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESPONDENTS acknowledge that the BOARD has provided RESPONDENTS with the date and time of the Nevada Gaming Commission hearing during which the BOARD anticipates the Nevada Gaming Commission will consider approving this settlement.

18. RESPONDENTS and the BOARD shall each bear their own costs incurred in this disciplinary action, NGC Case No. 14-17.

DATED this _____ day of _____, 2015.

HAROLD DOUGLAS HOLDER; NEVADA GAMING CONTROL BOARD
THE HOLDER GROUP, LLC;
THE HOLDER GROUP SHARKEY'S, LLC,
dba SHARKEY'S NUGGET; _____
THE HOLDER GROUP SUNDANCE, LLC, A.G. BURNETT, Chairman
dba SUNDANCE CASINO

Harold Douglas Holder

HAROLD DOUGLAS HOLDER SHAWN R. REID, Member

Scott Scherer

SCOTT SCHERER TERRY JOHNSON, Member
HOLLAND & HART LLP
Attorney for Respondents

Submitted by:
ADAM PAUL LAXALT
Attorney General

By: _____
JOHN S. MICHELA
Senior Deputy Attorney General
Gaming Division
Attorneys for Nevada Gaming Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 14-17.

DATED this _____ day of _____, 2015.

NEVADA GAMING COMMISSION

TONY ALAMO, M.D., Chairman

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