



1 NGC 08-20

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**STATE OF NEVADA  
BEFORE THE NEVADA GAMING COMMISSION**

5

6 STATE GAMING CONTROL BOARD,

Complainant,

7

8 vs.

**STIPULATION FOR SETTLEMENT  
AND ORDER**

8

9 VERLIE MAY DOING, a Sole  
Proprietorship, dba  
SEARCHLIGHT NUGGET CASINO,

10

Respondent.

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12 The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),  
13 Complainant herein, filed and served a Complaint, NGC Case No. 08-20, against the above-  
14 captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and  
15 Regulations of the Nevada Gaming Commission.

16 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT  
17 that the Complaint, NGC Case No. 08-20, filed against RESPONDENT in the above-entitled  
18 case shall be settled on the following terms and conditions:

19 1. RESPONDENT admits each and every allegation set forth in the Complaint,  
20 NGC Case No. 08-20.

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

26 3. RESPONDENT agrees to pay a fine in the amount of THREE THOUSAND  
27 DOLLARS and NO CENTS (\$3,000.00) made payable to the *State of Nevada-Nevada*

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

1 Gaming Commission on the date this stipulated settlement agreement is accepted by the  
2 Nevada Gaming Commission in full settlement and satisfaction of the allegations set forth in  
3 the Complaint, NGC Case No. 08-20. Interest on the fine shall accrue pursuant to NRS  
4 17.130 on any unpaid balance computed from the date payment is due until payment is made  
5 in full. In addition, RESPONDENT agrees to have the following conditions placed on its  
6 gaming license:

7 a. An accountant or bookkeeper with prior experience with gaming and  
8 the gaming regulations, specifically Nevada Gaming Commission Regulation 6,  
9 must be employed or contracted for the business entity;

10 b. The licensee must employ or contract with a compliance officer who is  
11 administratively approved by the Chairman of the Gaming Control Board. The  
12 accountant/bookkeeper and compliance officer may be the same person if such  
13 person has the appropriate background and experience to fulfill both roles. Such  
14 compliance officer shall make quarterly reports to the Gaming Control Board  
15 concerning any violations of the Gaming Control Act found by the officer and the  
16 actions taken to remedy such violations; and

17 c. A key employee application for the position of general manager, other  
18 than Verlie May Doing, must be on file with the Gaming Control Board at all  
19 times. A new application must be submitted within 60 days of any change in the  
20 person occupying this position.

21 4. RESPONDENT wishes to state the following with regard to the mitigating steps it  
22 took upon discovery of the violations alleged in the Complaint.

23 a. RESPONDENT has modified its policies and procedures to enhance its  
24 internal control system, including establishing an internal regulatory compliance  
25 position.

26 b. RESPONDENT represents that it is presently in compliance with the  
27 conditions proposed in this stipulated agreement.

1           5.     In consideration for the execution of this settlement agreement, RESPONDENT,  
2 for itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
3 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada  
4 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and  
5 employees in their individual and representative capacities, from any and all manner of  
6 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
7 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,  
8 may have, or claim to have against any and all of the persons or entities named in this  
9 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint  
10 and this disciplinary action, NGC Case No. 08-20, or any other matter relating thereto.

11           6.     In consideration for the execution of this settlement agreement, RESPONDENT  
12 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
13 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of  
14 their members, agents, and employees in their individual and representative capacities  
15 against any and all claims, suits and actions, brought against the persons named in this  
16 paragraph by reason of the investigation of the allegations in the Complaint, filed in this  
17 disciplinary action, NGC Case No. 08-20, and all other matters relating thereto, and against  
18 any and all expenses, damages, charges and costs, including court costs and attorney fees,  
19 which may be sustained by the persons and entities named in this paragraph as a result of  
20 said claims, suits and actions.

21           7.     RESPONDENT enters into this Stipulation for Settlement freely and voluntarily  
22 and acknowledges that RESPONDENT had an opportunity to consult with counsel prior to  
23 entering into this Stipulation for Settlement. RESPONDENT further acknowledges that this  
24 stipulated settlement is not the product of force, threats, or any other form of coercion or  
25 duress, but is the product of discussions between RESPONDENT and the attorney for the  
26 BOARD.

27     .....

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

5           9.     RESPONDENT and the BOARD recognize and agree that the Nevada Gaming  
6 Commission has the sole and absolute discretion to determine whether to accept this  
7 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right  
8 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the  
9 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming  
10 Commission determines not to accept this stipulated settlement agreement. If the Nevada  
11 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as  
12 null and void and RESPONDENT'S admissions, if any, that certain violations of the Nevada  
13 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall  
14 be withdrawn.

15           10.    RESPONDENT and the BOARD agree and understand that this settlement  
16 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
17 Case No. 08-20. The parties further agree and understand that any oral representations are  
18 superseded by this settlement agreement and that only those terms memorialized in writing  
19 herein shall be effective.

20           11.    RESPONDENT agrees and understands that although this settlement, if  
21 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.  
22 08-20, that the allegations contained in the Complaint file in NGC Case No. 08-20 and the  
23 terms of this settlement agreement may be considered by the BOARD and/or the Nevada  
24 Gaming Commission, with regards to any and all applications by RESPONDENT that are  
25 currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in  
26 the future with the BOARD.

27     . . . .

1 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this  
2 disciplinary action, NGC Case No. 08-20.

3 DATED this 29<sup>th</sup> day of July, 2009.

4 VERLIE MAY DOING, a Sole Proprietorship  
5 dba SEARCHLIGHT NUGGET CASINO  
6 Verlie May Doing  
7 VERLIE MAY DOING,  
8 Sole Proprietor

9 LEWIS AND ROCA, LLP  
10 [Signature]  
11 QUINTON R. SINGLETON  
12 Lewis and Roca, LLP  
13 Attorneys for Respondent

STATE GAMING CONTROL BOARD  
[Signature]  
DENNIS K. NEILANDER, Chairman  
[Signature]  
RANDALL E. SAYRE, Member  
[Signature]  
MARK A. LIPPARELLI, Member

13 Submitted by:  
14 CATHERINE CORTEZ MASTO  
15 Attorney General  
16 By: [Signature]  
17 JOHN S. MICHELA  
18 Deputy Attorney General  
19 Gaming Division  
20 Attorneys for State Gaming Control Board

**ORDER**

21 IT IS SO ORDERED in NGC Case No. 08-20.  
22 DATED this 20 day of August, 2009.

23 NEVADA GAMING COMMISSION  
24 [Signature]  
25 PETER C. BERNHARD, Chairman  
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