



1 NGC 11-05

2

3

4

STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

7 STATE GAMING CONTROL BOARD,

8

Complainant,

9

v.

**STIPULATION FOR SETTLEMENT
AND ORDER**

10

ESTATE OF NORMAN LLOYD
GOERINGER, dba JAILHOUSE MOTEL
AND CASINO,

11

12

Respondent.

13

The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
Complainant herein, filed and served a Complaint, NGC Case No. 11-05, against the above-
captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and
Regulations of the Nevada Gaming Commission.

14

15

16

17

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT
that the Complaint, NGC Case No. 11-05, filed against RESPONDENT in the above-entitled
case shall be settled on the following terms and conditions:

18

19

20

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC
Case No. 11-05 and has responded to the BOARD's Tax and License Division with regard to
each allegation as reflected in Exhibit 1.

21

22

23

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

24

25

26

27

28

.....

Office of the Attorney General
Gaming Division
6420 Kietzke Lane, Suite 202
Reno, Nevada 89511

1 **3. RESPONDENT agrees to pay a fine in the amount of THIRTY THOUSAND**
2 **DOLLARS and NO CENTS (\$30,000.00) electronically transferred to the State of Nevada-**
3 **Nevada Gaming Commission on or before the date this stipulated settlement agreement is**
4 **accepted by the Nevada Gaming Commission. Said payment shall be made by a method of**
5 **electronic payment approved by the Tax and License Division of the Board pursuant to NRS**
6 **353.1467. Interest on the payment shall accrue pursuant to NRS 17.130 on any unpaid**
7 **balance computed from the date payment is due until payment is made in full.**

8 **RESPONDENT may pay the full amount of the fine on the date the Nevada Gaming**
9 **Commission accepts this stipulated agreement or may make up to two payments. If the**
10 **RESPONDENT elects to make payments:**

11 **a. RESPONDENT shall execute a confession of judgment and make a minimum**
12 **payment of \$15,000.00 upon or prior to acceptance by the Nevada Gaming Commission of**
13 **this stipulated agreement on or about July 26, 2012.**

14 **b. The remaining payment shall be \$15,000.00, unless the unpaid balance of the fine**
15 **is less than \$15,000.00, in which case the balance of the fine shall be paid. The payment shall**
16 **be paid on or before September 19, 2012.**

17 **c. The payment shall be made by a method of electronic payment approved by the Tax**
18 **and License Division of the BOARD pursuant to NRS 353.1467.**

19 **d. Interest on the fine shall accrue pursuant to NRS 17.130 on any unpaid payment or**
20 **unpaid portion of payment computed from the date said payment is due until said payment is**
21 **made in full.**

22 **e. If the fine, and any interest, has not been paid in full by September 19, 2012,**
23 **RESPONDENT shall appear before the Nevada Gaming Commission during the**
24 **Commission's regular October meeting to show cause as to why the Commission should not**
25 **suspend RESPONDENT's nonrestricted gaming license until such fine and interest has been**
26 **paid in full.**

27 **f. RESPONDENT further agrees that the Nevada Gaming Commission may suspend**
28 **or revoke RESPONDENT's nonrestricted gaming license, or take any other action it finds**

1 appropriate, if RESPONDENT is required to appear to show cause during the Commission's
2 regular October meeting. RESPONDENT waives any rights it has to appeal or review of any
3 action taken by the Commission at such show cause hearing or any other meeting or hearing
4 by the Commission to consider RESPONDENT's noncompliance with the terms of this
5 settlement.

6 4. If the premises of RESPONDENT is permitted or ordered removed from
7 RESPONDENT by the probate court with jurisdiction over RESPONDENT prior to full payment
8 of the fine pursuant to this stipulated agreement, RESPONDENT agrees it is appropriate for
9 the BOARD to recommend, and the Nevada Gaming Commission to approve, a condition be
10 placed on the license of any person who becomes licensed to expose games for play on the
11 premises, or any portion thereof, of RESPONDENT that such person shall be subject to the
12 conditions of this settlement, responsible for complying with the terms herein, and subject to
13 any repercussions for noncompliance as if that person was the RESPONDENT.
14 RESPONDENT further agrees to inform any person who may potentially become licensed at
15 RESPONDENT's location of such potential condition.

16 5. In consideration for the execution of this settlement agreement, RESPONDENT, for
17 themselves, their heirs, executors, administrators, successors, and assigns, hereby releases
18 and forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada
19 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
20 employees in their individual and representative capacities, from any and all manner of
21 actions, causes of action, suits, debts, judgments, executions, claims, and demands
22 whatsoever known or unknown, in law and equity, that RESPONDENTS ever had, now have,
23 may have, or claim to have against any and all of the persons or entities named in this
24 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
25 and this disciplinary action, NGC Case No. 11-05, or any other matter relating thereto.

26 6. In consideration for the execution of this settlement agreement, RESPONDENT
27 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
28 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of

1 their members, agents, and employees in their individual and representative capacities
2 against any and all claims, suits and actions, brought against the persons named in this
3 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
4 disciplinary action, NGC Case No. 11-05, and all other matters relating thereto, and against
5 any and all expenses, damages, charges and costs, including court costs and attorney fees,
6 which may be sustained by the persons and entities named in this paragraph as a result of
7 said claims, suits and actions.

8 7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and
9 acknowledge that RESPONDENT had an opportunity to consult with counsel prior to entering
10 into this Stipulation for Settlement. RESPONDENT further acknowledges that this stipulated
11 settlement is not the product of force, threats, or any other form of coercion or duress, but is
12 the product of discussions between RESPONDENT and the attorney for the BOARD.

13 8. RESPONDENTS and the BOARD acknowledge that this settlement is made to
14 avoid litigation and economize resources. The parties agree and understand that this
15 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint
16 filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No. 11-05.

17 9. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming
18 Commission has the sole and absolute discretion to determine whether to accept this
19 stipulated settlement agreement. RESPONDENT and the BOARD hereby waive any right
20 they may have to challenge the impartiality of the Nevada Gaming Commission to hear the
21 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
22 Commission determines not to accept this stipulated settlement agreement. If the Nevada
23 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn as
24 null and void and the RESPONDENT's admissions, if any, that certain violations of the
25 Nevada Gaming Control Act and the Regulations of the Nevada Gaming Commission
26 occurred shall be withdrawn.

27 10. RESPONDENT and the BOARD agree and understand that this settlement
28 agreement is intended to operate as full and final settlement of the Complaint filed in NGC

1 Case No. 11-05. The parties further agree and understand that any oral representations are
2 superseded by this settlement agreement and that only those terms memorialized in writing
3 herein shall be effective.

4 11. RESPONDENT agrees and understand that although this settlement, if approved
5 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 11-05,
6 that the allegations contained in the Complaint file in NGC Case No. 11-05 and the terms of
7 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
8 Commission, with regards to any and all applications by RESPONDENT that are currently
9 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
10 with the BOARD.

11 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this
12 disciplinary action, NGC Case No. 11-05.

13 13. BRYANE GOERINGER, by executing this stipulation on behalf of RESPONDENT,
14 affirmatively represents that he has full authority to settle this matter for RESPONDENT.

15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

DATED this 7th day of July, 2012.

ESTATE OF NORMAN LLOYD
GOERINGER, dba
JAILHOUSE MOTEL AND CASINO;

By: Bryane Goeringer
BRYANE GOERINGER
Personal Representative
Estate of Norman Lloyd Goeringer

R. Clay Hendrix
R. CLAY HENDRIX, ESQ.
Attorney for Respondent

STATE GAMING CONTROL BOARD

Mark A. Lipparelli
MARK A. LIPPARELLI, Chairman

A.G. Burnett
A.G. BURNETT, Member

Shawn R. Reid
SHAWN R. REID, Member

Submitted by:

CATHERINE CORTEZ MASTO
Attorney General

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

ORDER

IT IS SO ORDERED in NGC Case No. 11-05.

DATED this 26 day of July, 2012

NEVADA GAMING COMMISSION

Peter C. Bernhardt
PETER C. BERNHARD, Chairman

CERTIFICATE OF MAILING


I hereby certify that I am employed by the State Gaming Control Board as an Administrative Assistant to Sally Elloyan, Executive Secretary of the Nevada Gaming Commission and the State Gaming Control Board, and that on the date shown below I deposited for mailing at Carson City, Nevada, a true copy of the attached **STIPULATION FOR SETTLEMENT AND ORDER** addressed to:

JAILHOUSE MOTEL AND CASINO
ATTN: BRYANE GOERINGER
211 5TH STREET
ELY, NV 89301

And forwarded via interdepartmental mail to:

JOHN S MICHELA
DEPUTY ATTORNEY GENERAL
GAMING DIVISION
5420 KIETZKE LANE STE 202
RENO NV 89511

Dated this 27th day of July, 2012.



J. Easley, Administrative Assistant