



1 NGC 13-17

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STATE OF NEVADA

5

BEFORE THE NEVADA GAMING COMMISSION

6

STATE GAMING CONTROL BOARD,)

7

Complainant,)

8

vs.)

STIPULATION FOR SETTLEMENT AND ORDER

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BEST BET PRODUCTS, INC., dba)
STAGESTOP CASINO,)

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and)

11

SHAWN PAUL HOLMES,)
President,)

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RESPONDENTS.)

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),
Complainant herein, filed a Complaint, NGC Case No. 13-17 against the above-captioned
RESPONDENTS, BEST BET PRODUCTS, INC., dba STAGESTOP CASINO, and SHAWN
PAUL HOLMES alleging certain violations of the Nevada Gaming Control Act and Regulations
of the Nevada Gaming Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS
that the Complaint, NGC Case No. 13-17, filed against RESPONDENTS in the above-entitled
case shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC
Case No. 13-17.

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2. RESPONDENTS fully understand and voluntarily waive 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.

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

1 3. RESPONDENTS agree to pay a fine in the total amount of FIVE THOUSAND FIVE
2 HUNDRED DOLLARS and NO CENTS (\$5,500.00) electronically transferred to the *STATE OF*
3 *NEVADA-NEVADA GAMING COMMISSION* on or before the date this stipulated settlement
4 agreement is accepted by the Nevada Gaming Commission. This amount is allocated as
5 follows: 1) a fine of \$5,000.00 as a result of the allegations contained in Count 1 of the
6 Complaint representing \$500.00 for each gaming employee registration violation detailed in
7 the background section of the Complaint; and 2) a \$500.00 fine as a result of the allegations
8 contained in Count 2 of the complaint. Interest on the fine shall accrue at 5.25 percent per
9 annum on any unpaid balance computed from the date payment is due until payment is made
10 in full.

11 4. In consideration for the execution of this settlement agreement, RESPONDENTS,
12 for themselves, their heirs, executors, administrators, successors, and assigns, hereby
13 release and forever discharge the State of Nevada, the Nevada Gaming Commission, the
14 Nevada Gaming Control Board, the Nevada Attorney General and each of their members,
15 agents, and employees in their individual and representative capacities, from any and all
16 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
17 demands whatsoever known or unknown, in law and equity, that RESPONDENTS ever had,
18 now have, may have, or claim to have against any and all of the persons or entities named in
19 this paragraph arising out of, or by reason of, the investigation of the allegations in the
20 Complaint and this disciplinary action, NGC Case No. 13-17, or any other matter relating
21 thereto.

22 5. In consideration for the execution of this settlement agreement, RESPONDENTS
23 hereby indemnify and hold harmless the State of Nevada, the Nevada Gaming Commission,
24 the State Gaming Control Board, the Nevada Attorney General, and each of their members,
25 agents, and employees in their individual and representative capacities against any and all
26 claims, suits and actions, brought against the persons named in this paragraph by reason of
27 the investigation of the allegations in the Complaint, filed in this disciplinary action, NGC Case
28 No. 13-17, and all other matters relating thereto, and against any and all expenses, damages,

1 charges and costs, including court costs and attorney fees, which may be sustained by the
2 persons and entities named in this paragraph as a result of said claims, suits and actions.

3 6. RESPONDENTS enter into this Stipulation for Settlement freely and voluntarily and
4 acknowledge that RESPONDENTS had an opportunity to consult with counsel prior to entering
5 into this Stipulation for Settlement. RESPONDENTS further acknowledge that this stipulated
6 settlement is not the product of force, threats, or any other form of coercion or duress, but is
7 the product of discussions between RESPONDENTS and the attorney for the BOARD.

8 7. RESPONDENTS and the BOARD acknowledge that this settlement is made to avoid
9 litigation and economize resources. The parties agree and understand that this Stipulation for
10 Settlement is intended to operate as full and final settlement of the Complaint filed against
11 RESPONDENTS in the above-entitled disciplinary case, NGC Case No. 13-17.

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

22 9. RESPONDENTS and the BOARD agree and understand that this settlement
23 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
24 Case No. 13-17. The parties further agree and understand that any oral representations are
25 superseded by this settlement agreement and that only those terms memorialized in writing
26 herein shall be effective.

27 10. RESPONDENTS agree and understand that although this settlement, if approved
28 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 13-17,

1 that the allegations contained in the Complaint filed in NGC Case No. 13-17 and the terms of
2 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
3 Commission, with regards to any and all applications by RESPONDENTS that are currently
4 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
5 with the BOARD.

6 11. RESPONDENTS and the BOARD shall each bear their own costs incurred in this
7 disciplinary action, NGC Case No. 13-17.

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1 12. This stipulated settlement agreement shall become effective immediately upon
2 approval by the Nevada Gaming Commission.

3 DATED this 3rd day of October, 2013.

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5 BEST BEST PRODUCTS, INC., dba
6 STAGESTOP CASINO; and
7 SHAWN PAUL HOLMES, President

STATE GAMING CONTROL BOARD

8 By: Shawn Paul Holmes
9 SHAWN PAUL HOLMES, President
10 Respondent

A.G. Burnett
11 A.G. BURNETT, Chairman

Shawn R. Reid
12 SHAWN R. REID, Member

Terry Johnson
13 TERRY JOHNSON, Member

14 Submitted by:

15 CATHERINE CORTEZ MASTO
16 Attorney General

17 By: Michael P. Somps
18 MICHAEL P. SOMPS
19 Senior Deputy Attorney General
20 Gaming Division
21 Attorneys for State Gaming Control Board

ORDER

22 IT IS SO ORDERED in NGC Case No. 13-17.

23 DATED this 21 day of November, 2013.

24 NEVADA GAMING COMMISSION

Peter Bernhardt
25 PETER BERNHARD, Chairman
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