



1 NGC 14-17

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**STATE OF NEVADA**

5

**BEFORE THE NEVADA GAMING COMMISSION**

6

NEVADA GAMING CONTROL BOARD,

7

Complainant,

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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

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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 8<sup>th</sup> 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 17<sup>th</sup> day of September, 2015.

26 NEVADA GAMING COMMISSION

  
\_\_\_\_\_  
27 TONY ALAMO, M.D., Chairman  
28

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NEVADA GAMING CONTROL BOARD

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SHAWN R. REID, Member

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

\_\_\_\_\_  
TERRY JOHNSON, Member

Submitted by:

ADAM PAUL LAXALT,  
Attorney General

By:

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

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NEVADA GAMING CONTROL BOARD

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SHAWN R. REID, Member

13 \_\_\_\_\_  
14 HAROLD DOUGLAS HOLDER



15 SCOTT SCHERER  
16 HOLLAND & HART LLP  
17 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

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25 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

26 NEVADA GAMING COMMISSION

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28 TONY ALAMO, M.D., Chairman



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10 dba SHARKEY'S NUGGET;  
11 THE HOLDER GROUP SUNDANCE, LLC, A.G. BURNETT, Chairman  
12 dba SUNDANCE CASINO

13 Harold Douglas Holder  
14 HAROLD DOUGLAS HOLDER SHAWN R. REID, Member

15 Scott Scherer  
16 SCOTT SCHERER TERRY JOHNSON, Member  
17 HOLLAND & HART LLP  
18 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  
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