



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**

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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.

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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.

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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 29th 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]
RANDAL 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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