

1 NGC 11-01

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

5
6 STATE GAMING CONTROL BOARD,

7 Complainant,

8 vs.

STIPULATION FOR SETTLEMENT
AND ORDER

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

11 Respondent.

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. 11-01, 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. 11-01, 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, NGC
20 Case No. 11-01.
- 21 2. RESPONDENT fully understands and voluntarily waives the right to a public hearing
22 on the charges and allegations set forth in the Complaint, the right to present and cross-
23 examine witnesses, the right to a written decision on the merits of the Complaint, which must
24 contain findings of fact and a determination of the issues presented, and the right to obtain
25 judicial review of the Nevada Gaming Commission's decision.
- 26 3. RESPONDENT agrees to pay a fine in the amount of SIX THOUSAND DOLLARS
27 and NO CENTS (\$6,000.00) made payable to the *State of Nevada-Nevada Gaming*

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

1 Commission on the date this stipulated settlement agreement is accepted by the Nevada
2 Gaming Commission in full settlement and satisfaction of the allegations set forth in the
3 Complaint, NGC Case No. 11-01. Interest on the fine shall accrue pursuant to NRS 17.130 on
4 any unpaid balance computed from the date payment is due until payment is made in full. In
5 addition, RESPONDENT agrees to have the following condition on its gaming license modified
6 as follows (new language in underlined italics):

7 a. An accountant or bookkeeper with prior experience with gaming
8 and the gaming regulations, specifically Nevada Gaming Commission
9 Regulation 6, who is administratively approved by the Chairman of the
10 Gaming Control Board or his designee must be employed or contracted
11 for the business entity;

12 4. RESPONDENT also wishes to state it has spent in excess of TEN THOUSAND
13 DOLLARS and NO CENTS (\$10,000.00) on measures to ensure no further violations of the
14 types set out in the Complaint occur in the future.

15 5. In consideration for the execution of this settlement agreement, RESPONDENT, for
16 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and
17 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada
18 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and
19 employees in their individual and representative capacities, from any and all manner of
20 actions, causes of action, suits, debts, judgments, executions, claims, and demands
21 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,
22 may have, or claim to have against any and all of the persons or entities named in this
23 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint
24 and this disciplinary action, NGC Case No. 11-01, or any other matter relating thereto.

25 6. In consideration for the execution of this settlement agreement, RESPONDENT
26 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
27 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. 11-01, 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 acknowledges 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. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid
14 litigation and economize resources. The parties agree and understand that this Stipulation for
15 Settlement is intended to operate as full and final settlement of the Complaint filed against
16 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 11-01.

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 RESPONDENT'S admissions, if any, that certain violations of the Nevada
25 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
26 be withdrawn.

27

1 10. RESPONDENT and the BOARD agree and understand that this settlement
2 agreement is intended to operate as full and final settlement of the Complaint filed in NGC
3 Case No. 11-01. The parties further agree and understand that any oral representations are
4 superseded by this settlement agreement and that only those terms memorialized in writing
5 herein shall be effective.

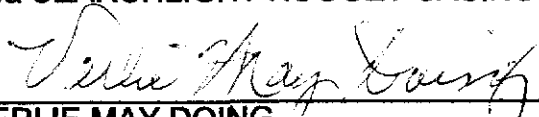
6 11. RESPONDENT agrees and understands that although this settlement, if approved
7 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 11-01,
8 that the allegations contained in the Complaint file in NGC Case No. 11-01 and the terms of
9 this settlement agreement may be considered by the BOARD and/or the Nevada Gaming
10 Commission, with regards to any and all applications by RESPONDENT that are currently
11 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future
12 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. 11-01.

3 DATED this 12th day of June, 2011.

4 VERLIE MAY DOING, a Sole Proprietorship
5 dba SEARCHLIGHT NUGGET CASINO

6 

7 VERLIE MAY DOING,
8 Sole Proprietor

STATE GAMING CONTROL BOARD



MARK A. LIPPARELLI, Chairman



A.G. BURNETT, Member



SHAWN R. REID, Member

11 Submitted by:

12 CATHERINE CORTEZ MASTO
13 Attorney General

14 By: 

15 JOHN S. MICHELA
16 Deputy Attorney General
17 Gaming Division

Attorneys for State Gaming Control Board

18 **ORDER**

19 IT IS SO ORDERED in NGC Case No. 11-01.

20 DATED this 28 day of July, 2011.

21 NEVADA GAMING COMMISSION

22 

23 PETER C. BERNHARD, Chairman