



1 NGC 13-08

2  
3 **STATE OF NEVADA**  
4 **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  
10 Proprietorship, dba SEARCHLIGHT  
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. 13-08, 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. 13-08, 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. 13-08.
- 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 TWELVE THOUSAND  
27 DOLLARS and NO CENTS (\$12,000.00), made payable to the *State of Nevada-Nevada*  
28 *Gaming Commission* on the date this stipulated settlement agreement is accepted by the

1 Nevada Gaming Commission in full settlement and satisfaction of the allegations set forth in  
2 the Complaint, NGC Case No. 13-08. Interest on the fine shall accrue pursuant to NRS  
3 17.130 on any unpaid balance computed from the date payment is due until payment is made  
4 in full. RESPONDENT may pay the full amount of the fine on the date the Nevada Gaming  
5 Commission accepts this stipulated agreement or may make up to four payments. If the  
6 RESPONDENT elects to make payments:

7 a. RESPONDENT shall execute a Statement Of Confession Of Judgment and make a  
8 minimum payment of THREE THOUSAND DOLLARS and NO CENTS (\$3,000.00), upon or  
9 prior to acceptance by the Nevada Gaming Commission of this stipulated agreement on or  
10 about September 26, 2013.

11 b. The remaining three payments shall be THREE THOUSAND DOLLARS and NO  
12 CENTS (\$3,000.00), each, unless the unpaid balance of the fine is less than THREE  
13 THOUSAND DOLLARS and NO CENTS (\$3,000.00), in which case the balance of the fine  
14 shall be paid. These payments shall be paid on or before October 28, 2013; November 26,  
15 2013; and December 26, 2013. The fine shall be paid in full on or before December 26, 2012.

16 c. Any payment in the amount of TEN THOUSAND DOLLARS and NO CENTS  
17 (\$10,000.00), or more 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 December 26, 2013,  
23 RESPONDENT shall appear before the Nevada Gaming Commission during the  
24 Commission's regular January meeting in 2014, to show cause as to why the Commission  
25 should not suspend RESPONDENT's nonrestricted gaming license until such fine and interest  
26 has been paid in full.

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1           f. RESPONDENT further agrees that the Nevada Gaming Commission may suspend  
2 or revoke RESPONDENT's nonrestricted gaming license, or take any other action it finds  
3 appropriate, if RESPONDENT is required to appear to show cause during the Commission's  
4 regular January meeting in 2014. RESPONDENT waives any rights it has to appeal or review  
5 any action taken by the Commission at such show cause hearing or any other meeting or  
6 hearing by the Commission to consider RESPONDENT's noncompliance with the terms of this  
7 settlement.

8           4. In addition, RESPONDENT agrees to have the following condition added to its  
9 gaming license:

10                     The licensee is required to contract with a slot route operator  
11                     licensed by the Nevada Gaming Commission. The slot route  
12                     operator must perform all drops, fills, counts, and all other  
                      functions relating to the operation of the slot machines.

13           5. In consideration for the execution of this settlement agreement, RESPONDENT,  
14 for itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
15 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada  
16 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and  
17 employees in their individual and representative capacities, from any and all manner of  
18 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
19 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,  
20 may have, or claim to have against any and all of the persons or entities named in this  
21 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint  
22 and this disciplinary action, NGC Case No. 13-08, or any other matter relating thereto.

23           6. In consideration for the execution of this settlement agreement, RESPONDENT  
24 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
25 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of  
26 their members, agents, and employees in their individual and representative capacities  
27 against any and all claims, suits and actions, brought against the persons named in this  
28 paragraph by reason of the investigation of the allegations in the Complaint, filed in this

1 disciplinary action, NGC Case No. 13-08, and all other matters relating thereto, and against  
2 any and all expenses, damages, charges and costs, including court costs and attorney fees,  
3 which may be sustained by the persons and entities named in this paragraph as a result of  
4 said claims, suits and actions.

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

11 8. RESPONDENT and the BOARD acknowledge that this settlement is made to  
12 avoid litigation and economize resources. The parties agree and understand that this  
13 Stipulation for Settlement is intended to operate as full and final settlement of the Complaint  
14 filed against RESPONDENT in the above-entitled disciplinary case, NGC Case No. 13-08.

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

25 10. RESPONDENT and the BOARD agree and understand that this settlement  
26 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
27 Case No. 13-08. The parties further agree and understand that any oral representations are  
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1 superseded by this settlement agreement and that only those terms memorialized in writing  
2 herein shall be effective.

3 11. RESPONDENT agrees and understands that although this settlement, if  
4 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No.  
5 13-08, that the allegations contained in the Complaint file in NGC Case No. 13-08 and the  
6 terms of this settlement agreement may be considered by the BOARD and/or the Nevada  
7 Gaming Commission, with regards to any and all applications by RESPONDENT that are  
8 currently pending before the BOARD or the Nevada Gaming Commission, or that are filed in  
9 the future with the BOARD.

10 12. RESPONDENT and the BOARD shall each bear their own costs incurred in this  
11 disciplinary action, NGC Case No. 13-08.

12 DATED this 4<sup>th</sup> day of September, 2013.

13 VERLIE MAY DOING, a Sole Proprietorship  
14 dba SEARCHLIGHT NUGGET CASINO

15 Verlie May Doing  
16 VERLIE MAY DOING  
17 Sole Proprietor

STATE GAMING CONTROL BOARD

A.G. Burnet  
A.G. BURNETT, Chairman

Shawn R. Reid  
SHAWN R. REID, Member

Terry Johnson  
TERRY JOHNSON, Member

20 Submitted by:

21 CATHERINE CORTEZ MASTO  
22 Attorney General,

23 By: John S. Michela  
24 JOHN S. MICHELA  
25 Senior Deputy Attorney General  
26 Gaming Division  
27 Attorneys for State Gaming Control Board  
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ORDER

IT IS SO ORDERED in NGC Case No. 13-08.

DATED this 26 day of September, 2013.

NEVADA GAMING COMMISSION

By:   
PETER C. BERNHARD, Chairman

1 AFFIDAVIT OF SERVICE

2  
3 I hereby certify that I am employed by the State Gaming  
4 Control Board as an Administrative Assistant to Adriana G.  
5 Fralick Esq., Executive Secretary of the Nevada Gaming  
6 Commission and the State Gaming Control Board, and that on the  
7 date shown below, I deposited for **Certified Mailing** at Carson  
8 City, Nevada, a true copy of the attached **STIPULATION FOR**  
9 **SETTLEMENT AND ORDER**, addressed to:

10  
11 VERLIE MAY DOING  
12 SEARCHLIGHT NUGGET CASINO  
13 100 NORTH HIGHWAY 95  
14 SEARCHLIGHT NV 89046

15 And forwarded via interdepartmental mail to:

16 JOHN S MICHELA  
17 DEPUTY ATTORNEY GENERAL  
18 GAMING DIVISION  
19 5420 KIETZKE LANE STE 202  
20 RENO, NV 89511

21 DATED this 2nd day of October, 2013.

22  
23 K Riggs  
24 K Riggs, Administrative Assistant  
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