



1 NGC 14-07

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STATE OF NEVADA

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BEFORE THE NEVADA GAMING COMMISSION

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STATE GAMING CONTROL BOARD, )

7

Complainant, )

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vs. )

STIPULATION FOR SETTLEMENT  
AND ORDER

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VERLIE MAY DOING, a Sole )

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Proprietorship, dba )

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SEARCHLIGHT NUGGET CASINO, )

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Respondent. )

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The State of Nevada, on relation of its STATE GAMING CONTROL BOARD (BOARD),

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Complainant herein, filed and served a Complaint, NGC Case No. 14-07, against the above-

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captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and

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Regulations of the Nevada Gaming Commission.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT

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that the Complaint, NGC Case No. 14-07, filed against RESPONDENT in the above-entitled

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case shall be settled on the following terms and conditions:

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1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC

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Case No. 14-07.

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2. RESPONDENT fully understands and voluntarily waives the right to a public hearing

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on the charges and allegations set forth in the Complaint, the right to present and cross-

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examine witnesses, the right to a written decision on the merits of the Complaint, which must

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contain findings of fact and a determination of the issues presented, and the right to obtain

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judicial review of the Nevada Gaming Commission's decision.

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3. RESPONDENT agrees its nonrestricted gaming license shall be deemed

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surrendered at 11:59 p.m. (Pacific Standard Time) on December 31, 2014.

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1           4. The BOARD Chairman, or designee, in his sole and absolute discretion, may  
2 administratively extend the time and date RESPONDENT's license is deemed surrendered to  
3 not later than 11:59 p.m. (Pacific Daylight Time) on June 30, 2015, if a person has a  
4 completed application on file for a nonrestricted gaming license at RESPONDENT's current  
5 location and the person has agreed, in writing, to purchase or lease RESPONDENT's location  
6 for the purposes of the person exposing gaming for play.

7           5. In consideration for the execution of this settlement agreement, RESPONDENT, for  
8 itself, its heirs, executors, administrators, successors, and assigns, hereby releases and  
9 forever discharges the State of Nevada, the Nevada Gaming Commission, the Nevada  
10 Gaming Control Board, the Nevada Attorney General and each of their members, agents, and  
11 employees in their individual and representative capacities, from any and all manner of  
12 actions, causes of action, suits, debts, judgments, executions, claims, and demands  
13 whatsoever known or unknown, in law and equity, that RESPONDENT ever had, now has,  
14 may have, or claim to have against any and all of the persons or entities named in this  
15 paragraph arising out of, or by reason of, the investigation of the allegations in the Complaint  
16 and this disciplinary action, NGC Case No. 14-07, or any other matter relating thereto.

17           6. In consideration for the execution of this settlement agreement, RESPONDENT  
18 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming  
19 Commission, the State Gaming Control Board, the Nevada Attorney General, and each of  
20 their members, agents, and employees in their individual and representative capacities  
21 against any and all claims, suits and actions, brought against the persons named in this  
22 paragraph by reason of the investigation of the allegations in the Complaint, filed in this  
23 disciplinary action, NGC Case No. 14-07, and all other matters relating thereto, and against  
24 any and all expenses, damages, charges and costs, including court costs and attorney fees,  
25 which may be sustained by the persons and entities named in this paragraph as a result of  
26 said claims, suits and actions.

27           7. RESPONDENT enters into this Stipulation for Settlement freely and voluntarily and  
28 acknowledges that RESPONDENT had an opportunity to consult with counsel prior to entering

1 into this Stipulation for Settlement. RESPONDENT further acknowledges that this stipulated  
2 settlement is not the product of force, threats, or any other form of coercion or duress, but is  
3 the product of discussions between RESPONDENT and the attorney for the BOARD.

4 8. RESPONDENT and the BOARD acknowledge that this settlement is made to avoid  
5 litigation and economize resources. The parties agree and understand that this Stipulation for  
6 Settlement is intended to operate as full and final settlement of the Complaint filed against  
7 RESPONDENT in the above-entitled disciplinary case, NGC Case No. 14-07.

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

18 10. RESPONDENT and the BOARD agree and understand that this settlement  
19 agreement is intended to operate as full and final settlement of the Complaint filed in NGC  
20 Case No. 14-07. The parties further agree and understand that any oral representations are  
21 superseded by this settlement agreement and that only those terms memorialized in writing  
22 herein shall be effective.

23 11. RESPONDENT agrees and understands that although this settlement, if approved  
24 by the Nevada Gaming Commission, will settle the Complaint filed in NGC Case No. 14-07,  
25 the allegations contained in the Complaint file in NGC Case No. 14-07 and the terms of this  
26 settlement agreement may be considered by the BOARD and/or the Nevada Gaming  
27 Commission, with regards to any and all applications by RESPONDENT that are currently

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1 pending before the BOARD or the Nevada Gaming Commission, or that are filed in the future  
2 with the BOARD.

3 12. RESPONDENT, by executing this stipulation affirmatively waives all notices  
4 required by law for this matter including, but not limited to, notices concerning consideration of  
5 the character or misconduct of a person (NRS 241.033), notices concerning consideration of  
6 administrative action against a person (NRS 241.034), and notices concerning hearings  
7 before the Nevada Gaming Commission (NRS 463.312). Regardless of the waiver of legal  
8 notice requirements, the BOARD and Nevada Gaming Commission will attempt to provide  
9 reasonable notice of the time and place of the hearing. Further, in negotiating this settlement,  
10 RESPONDENT acknowledges that the BOARD has provided RESPONDENT with the date  
11 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates the  
12 Nevada Gaming Commission will consider approving this settlement.

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1 13. RESPONDENT and the BOARD shall each bear their own costs incurred in this  
2 disciplinary action, NGC Case No. 14-07.

3 DATED this 1 day of August, 2014.

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

6 Verlie May Doing  
7 VERLIE MAY DOING  
8 Sole Proprietor

STATE GAMING CONTROL BOARD

9 A.G. Burnett  
10 A.G. BURNETT, Chairman

11 Shawn R. Reid  
12 SHAWN R. REID, Member

13 Terry Johnson  
14 TERRY JOHNSON, Member

15 Submitted by:

16 CATHERINE CORTEZ MASTO  
17 Attorney General

18 By: John S. Michela  
19 JOHN S. MICHELA  
20 Senior Deputy Attorney General  
21 Gaming Division  
22 Attorneys for State Gaming Control Board

23 **ORDER**

24 IT IS SO ORDERED in NGC Case No. 14-07.

25 DATED this 25<sup>th</sup> day of September, 2014.

26 NEVADA GAMING COMMISSION  
27 By: Tony Alamo  
28 TONY ALAMO, M.D., Chairman

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**CERTIFICATE OF MAILING**

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

VERLIE MAY DOING dba  
SEARCHLIGHT NUGGET CASINO  
100 N 95 HWY  
PO BOX 187  
SEARCHLIGHT NV 89046

And forwarded interdepartmental mail to:

JOHN S. MICHELA  
SENIOR DEPUTY ATTORNEY GENERAL  
GAMING DIVISION  
5420 KIETZKE LANE STE #202  
RENO NV 89511

Dated this 26<sup>th</sup> day of September, 2014

  
\_\_\_\_\_  
K. Riggs, Administrative Assistant