



1 NGC 17-09

3 STATE OF NEVADA

4 BEFORE THE NEVADA GAMING COMMISSION

5

6 NEVADA GAMING CONTROL BOARD,)
)
 7 Complainant,)
)
 8 vs.)
)
 9 NORTHUMBERLAND LMG)
 10 CORPORATION, dba SKYLINE CASINO,))
)
 11 Respondent.)
)
 12)
 13)

9 STIPULATION FOR SETTLEMENT

10 AND ORDER

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. 17-09,
 16 against the above-captioned RESPONDENT alleging certain violations of the Nevada
 17 Gaming Control Act and Regulations of the Nevada Gaming Commission.

18 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and
 19 RESPONDENT that the Complaint, NGC Case No. 17-09, filed against RESPONDENT
 20 in the above-entitled case, shall be settled on the following terms and conditions:

21 1. RESPONDENT admits each and every allegation set forth in the Complaint,
 22 NGC Case No. 17-09.

23 2. RESPONDENT fully understands and voluntarily waives the right to a public
 24 hearing on the charges and allegations set forth in the Complaint, the right to present
 25 and cross-examine witnesses, the right to a written decision on the merits of the
 26 Complaint, which must contain findings of fact and a determination of the issues
 27 presented, and the right to obtain judicial review of the Nevada Gaming Commission's
 28 decision.

1 3. RESPONDENT agrees to pay a fine in the amount of FOUR THOUSAND
2 DOLLARS and NO CENTS (\$4,000.00), made payable to the *State of Nevada-Nevada*
3 *Gaming Commission*, on the date this Stipulated Settlement Agreement is accepted by
4 the Nevada Gaming Commission in full settlement and satisfaction of the allegations set
5 forth in the Complaint, NGC Case No. 17-09. Interest on the fine shall accrue pursuant
6 to NRS 17.130 on any unpaid balance computed from the date payment is due until
7 payment is made in full. In addition, RESPONDENT agrees to have the following
8 condition placed on its gaming license:

9 a) At least one (1) employee of RESPONDENT responsible for
10 ensuring RESPONDENT's compliance with gaming employee
11 registration requirements shall attend one of the employee registration
12 classes offered by the BOARD's Employee Registration Unit at least
13 once per calendar year. RESPONDENT shall cause initial compliance
14 with this condition no later than 90 days after this condition is
15 approved by the Nevada Gaming Commission. The BOARD Chair
16 may, in the Chair's sole and absolute discretion, administratively
17 remove this condition two (2) years after approval of this condition by
18 the Nevada Gaming Commission if the Chair is satisfied
19 RESPONDENT is satisfactorily complying with gaming employee
20 registration requirements.

21 4. In consideration for the execution of this Settlement Agreement,
22 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
23 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
24 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
25 of their members, agents, and employees in their individual and representative
26 capacities, from any and all manner of actions, causes of action, suits, debts, judgments,
27 executions, claims, and demands whatsoever known or unknown, in law and equity, that
28 RESPONDENT ever had, now have, may have, or claim to have against any and all of the

1 persons or entities named in this paragraph arising out of, or by reason of, the
2 investigation of the allegations in the Complaint and this disciplinary action, NGC Case
3 No. 17-09, or any other matter relating thereto.

4 5. In consideration for the execution of this settlement agreement, RESPONDENT
5 hereby indemnifies and holds harmless the State of Nevada, the Nevada Gaming
6 Commission, the Nevada Gaming Control Board, the Nevada Attorney General, and each
7 of their members, agents, and employees in their individual and representative capacities
8 against any and all claims, suits and actions, brought against the persons named in this
9 paragraph by reason of the investigation of the allegations in the Complaint, filed in this
10 disciplinary action, NGC Case No. 17-09, and all other matters relating thereto, and
11 against any and all expenses, damages, charges and costs, including court costs and
12 attorney fees, which may be sustained by the persons and entities named in this
13 paragraph as a result of said claims, suits and actions.

14 6. RESPONDENT enters into this Stipulation for Settlement freely and
15 voluntarily and acknowledges that RESPONDENT had an opportunity to consult with
16 counsel prior to entering into this Stipulation for Settlement. RESPONDENT further
17 acknowledges that this Stipulated Settlement is not the product of force, threats, or any
18 other form of coercion or duress, but is the product of discussions between
19 RESPONDENT and the attorney for the BOARD.

20 7. RESPONDENT and the BOARD acknowledge that this settlement is made to
21 avoid litigation and economize resources. The parties agree and understand that this
22 Stipulation for Settlement is intended to operate as full and final settlement of the
23 Complaint filed against RESPONDENT in the above-entitled disciplinary case, NGC
24 Case No. 17-09.

25 8. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming
26 Commission has the sole and absolute discretion to determine whether to accept this
27 Stipulated Settlement agreement. RESPONDENT and the BOARD hereby waive any
28 right they may have to challenge the impartiality of the Nevada Gaming Commission to

1 hear the above-entitled case on the matters embraced in the Complaint if the Nevada
2 Gaming Commission determines not to accept this Stipulated Settlement agreement. If
3 the Nevada Gaming Commission does not accept the Stipulation for Settlement, it shall
4 be withdrawn as null and void and RESPONDENT'S admissions, if any, that certain
5 violations of the Nevada Gaming Control Act and the Regulations of the Nevada Gaming
6 Commission occurred shall be withdrawn.

7 9. RESPONDENT and the BOARD agree and understand that this settlement
8 agreement is intended to operate as full and final settlement of the Complaint filed in
9 NGC Case No. 17-09. The parties further agree and understand that any oral
10 representations are superseded by this Settlement Agreement and that only those terms
11 memorialized in writing herein shall be effective.

12 10. RESPONDENT agrees and understands that although this settlement, if
13 approved by the Nevada Gaming Commission, will settle the Complaint filed in NGC
14 Case No. 17-09, that the allegations contained in the Complaint file in NGC Case No. 17-
15 09 and the terms of this settlement agreement may be considered by the BOARD and/or
16 the Nevada Gaming Commission, with regards to any and all applications by
17 RESPONDENT that are currently pending before the BOARD or the Nevada Gaming
18 Commission, or that are filed in the future with the BOARD.

19 11. RESPONDENT and the BOARD shall each bear their own costs incurred in
20 this disciplinary action, NGC Case No. 17-09.

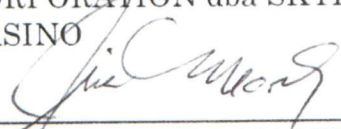
21 12. RESPONDENT, by executing this Stipulation, affirmatively waives all notices
22 required by law for this matter including, but not limited to, notices concerning
23 consideration of the character or misconduct of a person (NRS 241.033), notices
24 concerning consideration of administrative action against a person (NRS 241.034), and
25 notices concerning hearings before the Nevada Gaming Commission (NRS 463.312).
26 Regardless of the waiver of legal notice requirements, the BOARD and Nevada Gaming
27 Commission will attempt to provide reasonable notice of the time and place of the
28 hearing. Further, in negotiating this settlement, RESPONDENT acknowledges that the

1 BOARD has provided RESPONDENT with the date and time of the Nevada Gaming
2 Commission hearing during which the BOARD anticipates the Nevada Gaming
3 Commission will consider approving this settlement.

4 13. This Stipulated Settlement agreement shall become effective immediately
5 upon approval by the Nevada Gaming Commission.

6 DATED this 31st day of February, 2018.

7 NORTHUMBERLAND LMG
8 CORPORATION dba SKYLINE
9 CASINO

10 
11 JAMES REIMERS MARSH
12 SKYLINE CASINO
13 President/Secretary/Treasurer/Director

NEVADA GAMING CONTROL BOARD

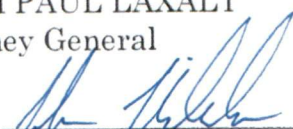
14 
15 BECKY HARRIS, Chairwoman

16 
17 SHAWN R. REID, Member

18 
19 TERRY JOHNSON, Member

20 Submitted by:

21 ADAM PAUL LAXALT
22 Attorney General

23 By: 
24 JOHN S. MICHELA
25 Senior Deputy Attorney General
26 Gaming Division
27 Attorneys for Nevada Gaming
28 Control Board

ORDER

IT IS SO ORDERED in NGC Case No. 17-09.

DATED this 25th day of February, 2018.

NEVADA GAMING COMMISSION


TONY ALAMO, M.D., Chairman