



1 NGC CASE NO. 18-05

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STATE OF NEVADA

6

BEFORE THE NEVADA GAMING COMMISSION

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NEVADA GAMING CONTROL BOARD,

8

Complainant,

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vs.

STIPULATION FOR SETTLEMENT
AND ORDER

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BEST BET PRODUCTS, INC., dba
STAGESTOP CASINO; and SHAWN
PAUL HOLMES, President,

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Respondents.

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The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed and served a Complaint in NGC Case No. 18-05 against BEST BET PRODUCTS, INC., dba STAGESTOP CASINO (STAGESTOP), and SHAWN PAUL HOLMES, RESPONDENTS herein, alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission (Commission or NGC). RESPONDENTS timely filed their Answer to the Complaint, NGC Case No. 18-05, on or about May 1, 2018.

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IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENTS that the Complaint, NGC Case No. 18-05, filed against RESPONDENTS in the above-entitled case, shall be settled on the following terms and conditions:

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1. RESPONDENTS admit each and every allegation set forth in the Complaint, NGC Case No. 18-05.

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2. RESPONDENTS fully understand and voluntarily waive the right to a public hearing on the charges and allegations set forth in the Complaint, the right to present

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1 and cross-examine witnesses, the right to a written decision on the merits of the
2 Complaint, which must contain findings of fact and a determination of the issues
3 presented, and the right to obtain judicial review of the Commission's decision.

4 3. RESPONDENTS agree to pay a fine in the amount of TEN THOUSAND
5 DOLLARS (\$10,000) in full settlement and satisfaction of the allegations set forth in the
6 Complaint, NGC Case No. 18-05. RESPONDENTS agree to pay the above fine via
7 electronic transfer to the *State of Nevada-Nevada Gaming Commission* pursuant to the
8 following payment schedule:

9 a. Pay a minimum amount of TWO-THOUSAND, FIVE HUNDRED DOLLARS
10 (\$2,500) on or before the date this Stipulation for Settlement and Order is accepted by the
11 Commission;

12 b. Pay a minimum amount of TWO-THOUSAND, FIVE HUNDRED DOLLARS
13 (\$2,500); or the outstanding balance owed hereunder, whichever is less, plus accrued
14 interest, on or before the 15th day of the month following the month this Stipulation for
15 Settlement and Order is accepted by the Commission;

16 c. Pay a minimum amount of TWO THOUSAND, FIVE HUNDRED DOLLARS
17 (\$2,500), or the outstanding balance owed hereunder, whichever is less, plus accrued
18 interest, on or before the 15th day of the second month following the month this
19 Stipulation for Settlement and Order is accepted by the Commission; and

20 d. Pay any remaining balance owed hereunder, plus accrued interest, on or
21 before the 15th day of the third month following the month this Stipulation for
22 Settlement and Order is accepted by the Commission.

23 4. RESPONDENTS further agree to pay interest on any outstanding balance owed
24 hereunder, accruing at the rate of SEVEN PERCENT (7%) per annum, as determined by
25 Nevada Revised Statutes (NRS) 17.130, and computed from the day following the date
26 this Stipulation for Settlement and Order is accepted by the Commission and continuing
27 until all amounts owed hereunder are paid in full by RESPONDENTS, including any
28 accrued interest.

1 5. RESPONDENTS further agree to designate an existing employee, or hire a
2 new employee, as the key employee for RESPONDENT STAGESTOP. Said employee
3 shall be responsible for all gaming compliance requirements and shall provide immediate,
4 complete, and accurate responses to inquiries from the BOARD or Commission.

5 6. RESPONDENTS further agree to the following condition being placed on
6 RESPONDENT STAGESTOP's nonrestricted gaming license:

7 A KEY EMPLOYEE APPLICATION MUST BE FILED WITH
8 THE NEVADA GAMING CONTROL BOARD WITHIN 60
9 DAYS OF THE NEVADA GAMING COMMISSION'S
10 APPROVAL OF THE STIPULATION FOR SETTLEMENT
11 ENTERED INTO IN NGC CASE NO. 18-05, AND MUST
12 THEREAFTER BE REFILED WITH THE NEVADA GAMING
13 CONTROL BOARD WITHIN 60 DAYS OF ANY CHANGE IN
14 THE PERSON OCCUPYING THAT POSITION.

15 7. In consideration for the execution of this Stipulation for Settlement,
16 RESPONDENTS for themselves, their heirs, executors, administrators, successors, and
17 assigns, hereby release and forever discharge the State of Nevada, the Commission, the
18 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 RESPONDENTS ever had, now
22 have, may have, or claim to have against any and all of the persons or entities named in
23 this paragraph arising out of, or by reason of, the investigation of the allegations of the
24 Complaint filed in this disciplinary action, NGC Case No. 18-05, or any matter relating
25 thereto.

26 8. In further consideration for the execution of this Stipulation for Settlement,
27 RESPONDENTS hereby indemnify and hold harmless the State of Nevada, the
28 Commission, the BOARD, the Nevada Attorney General, and each of their members,
agents, and employees, in their individual and representative capacities, from any and all
claims, suits, and actions, brought against the persons named in this paragraph by
reason of the investigation of the allegations in the Complaint filed in this disciplinary

1 action, NGC Case No. 18-05, and all other matters relating thereto, and against any and
2 all expenses, damages, charges, and costs, including court costs and attorney fees, which
3 have been or may be sustained by the persons and entities named in this paragraph as a
4 result of said claims, suits, and actions.

5 9. RESPONDENTS enter into this Stipulation for Settlement freely and
6 voluntarily. RESPONDENTS acknowledge that this Stipulation for Settlement is not the
7 product of force, threats, or any other form of coercion or duress, but is the product of
8 discussions between RESPONDENTS and the attorney for the BOARD.

9 10. RESPONDENTS affirmatively represent that if RESPONDENTS, this
10 Stipulation for Settlement and Order, and/or any amounts distributed under the
11 Stipulation for Settlement and Order are subject to, or will become subject to, the
12 jurisdiction of any bankruptcy court, the bankruptcy court's approval is not necessary for
13 this Stipulation for Settlement and Order to become effective, or that the bankruptcy
14 court has already approved this Stipulation for Settlement and Order.

15 11. RESPONDENTS and the BOARD acknowledge that this Stipulation and
16 Settlement is made to avoid litigation and economize resources.

17 12. RESPONDENTS and the BOARD recognize and agree that the Commission
18 has the sole and absolute discretion to determine whether to accept this Stipulation for
19 Settlement. RESPONDENTS and the BOARD hereby waive any right they may have to
20 challenge the impartiality of the Commission to hear the above-entitled case on the
21 matters embraced in the Complaint, NGC Case No. 18-05, if the Commission determines
22 not to accept this Stipulation for Settlement. If the Commission does not accept this
23 Stipulation for Settlement, it shall be withdrawn as null and void and RESPONDENTS'
24 admissions, if any, that certain violations of the Nevada Gaming Control Act and the
25 Regulations of the Commission occurred shall be withdrawn.

26 13. RESPONDENTS and the BOARD agree and understand that this Stipulation
27 for Settlement and Order is intended to operate as full and final settlement of the
28 Complaint filed against RESPONDENTS in the above-entitled disciplinary case, NGC

1 Case No. 18-05. The RESPONDENTS and the BOARD further agree and understand that
2 any oral representations are superseded by this Stipulation for Settlement and Order and
3 that only those terms memorialized in writing herein shall be effective.

4 14. RESPONDENTS agree and understand that although this Stipulation for
5 Settlement, if approved by the Commission, will settle the Complaint filed in the above-
6 entitled disciplinary case, NGC Case No. 18-05, the allegations contained in the
7 Complaint and the terms of this Stipulation for Settlement may be considered by the
8 BOARD and/or Commission with regards to any and all applications filed by
9 RESPONDENTS with the BOARD in the future, or that are currently pending before the
10 BOARD or Commission and with regard to any future disciplinary action that may be
11 brought against the RESPONDENTS.

12 15. RESPONDENTS and the BOARD shall each bear their own costs incurred in
13 this disciplinary action, NGC Case No. 18-05, including, but not limited to attorney costs,
14 if any.

15 16. RESPONDENTS fully understand and voluntarily waive the 21-day and 5-day
16 notice requirements found under NRS 241.034 and 241.034, including the content
17 requirements of such notices, in relation to any hearing before the Commission on this
18 Stipulation for Settlement that may be held.

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1 17. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Commission.

3 Dated this 13th day of August 2018.

4 BEST BET PRODUCTS, INC., dba
5 STAGESTOP CASINO; and SHAWN
6 PAUL HOLMES

7 By: 
8 SHAWN PAUL HOLMES
9 President

Dated this 22nd day of August 2018.


NEVADA GAMING CONTROL BOARD


BECKY HARRIS, Chairwoman


SHAWN R. REID, Member


TERRY JOHNSON, Member

12 Submitted by:
13 ADAM PAUL LAXALT
14 Attorney General


15 By: 
16 EDWARD L. MAGAW
17 Deputy Attorney General
18 Gaming Division
19 Telephone: (702) 486-3224

20 **ORDER**

IT IS SO ORDERED in NGC Case No. 18-05.

21 Dated this 23rd day of August 2018.

22 NEVADA GAMING COMMISSION

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24 TONY ALAMO, M.D., Chairman