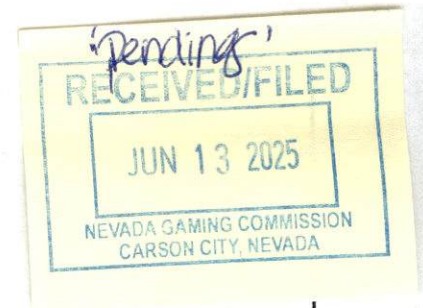




1 NGC 25-01

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STATE OF NEVADA
BEFORE THE NEVADA GAMING COMMISSION

NEVADA GAMING CONTROL BOARD,

Complainant,

vs.

SRV INDUSTRIES, LLC
dba OFF THE RAILS CASINO,

Respondent

STIPULATION FOR SETTLEMENT
AND ORDER

The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD (BOARD), Complainant herein, filed and served a Complaint, NGC Case No. 25-01, against the above-captioned RESPONDENT alleging certain violations of the Nevada Gaming Control Act and Regulations of the Nevada Gaming Commission.

IT IS HEREBY STIPULATED AND AGREED to by the BOARD and RESPONDENT that the Complaint, NGC Case No. 25-01, filed against RESPONDENT in the above-entitled case shall be settled on the following terms and conditions:

1. RESPONDENT admits each and every allegation set forth in the Complaint, NGC Case No. 25-01.
2. RESPONDENT fully understands and voluntarily waives the right to a public hearing on the charges and allegations set forth in the Complaint, the right to present and cross-examine witnesses, the right to a written decision on the merits of the Complaint, which must contain findings of fact and a determination of the issues presented, and the right to obtain judicial review of the Nevada Gaming Commission's decision.
3. RESPONDENT agrees to pay a fine in the amount of TEN THOUSAND DOLLARS and NO CENTS (\$10,000.00) electronically transferred to the *State of Nevada, Nevada Gaming Commission* within two working days of the date this stipulated

1 settlement agreement is accepted by the Nevada Gaming Commission. Interest on the fine
2 shall accrue pursuant to NRS 17.130 on any unpaid balance computed from the date
3 payment is due until payment is made in full. In addition, RESPONDENT agrees to have
4 the following conditions placed on its gaming license:

5 a. The licensee must maintain its use of an online slot system. The licensee
6 shall enter into a service contract with the manufacturer of the system which
7 includes, at a minimum, training of licensee's employees who interact with the
8 system; hardware and software support and maintenance; and 24-hour customer
9 support. An employee of licensee who has been trained by the manufacturer of the
10 system shall be available at all times licensee is open for business.

11 b. The licensee must employ or contract with an accountant or bookkeeper
12 with prior experience with gaming and the gaming regulations, specifically Nevada
13 Gaming Commission Regulation 6. Prior approval by the Nevada Gaming Control
14 Board (NGCB) Chair or Chair's designee is required for the person and any change
15 in the person occupying that position; and

16 c. The licensee must employ or contract with a compliance officer. The
17 accountant/bookkeeper and compliance officer may be the same person if such person
18 has the appropriate background and experience to fulfill both roles. Such compliance
19 officer shall make quarterly reports to the Nevada Gaming Control Board (NGCB)
20 concerning any violations of the Gaming Control Act found by the officer and the
21 actions taken to remedy such violations. Prior approval by the NGCB Chair or
22 Chair's designee is required for the person and any change in the person occupying
23 that position.

24 4. In consideration for the execution of this Stipulation for Settlement,
25 RESPONDENT, for itself, its heirs, executors, administrators, successors, and assigns,
26 hereby releases and forever discharges the State of Nevada, the Nevada Gaming
27 Commission, the Nevada Gaming Control Board, the Nevada Attorney General and each
28 of their members, agents, and employees in their individual and representative capacities,

1 from any and all manner of actions, causes of action, suits, debts, judgments, executions,
2 claims, and demands whatsoever known or unknown, in law and equity, that
3 RESPONDENT ever had, now has, may have, or claims to have against any and all of the
4 persons or entities named in this paragraph arising out of, or by reason of, the investigation
5 of the allegations in the Complaint and this disciplinary action, NGC Case No. 25-01, or
6 any other matter relating thereto.

7 5. In consideration for the execution of this Stipulation for Settlement,
8 RESPONDENT hereby indemnifies and holds harmless the State of Nevada, the Nevada
9 Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney General,
10 and each of their members, agents, and employees in their individual and representative
11 capacities against any and all claims, suits and actions, brought against the persons named
12 in this paragraph by reason of the investigation of the allegations in the Complaint, filed
13 in this disciplinary action, NGC Case No. 25-01, and all other matters relating thereto, and
14 against any and all expenses, damages, charges and costs, including court costs and
15 attorney fees, which may be sustained by the persons and entities named in this paragraph
16 as a result of said claims, suits and actions.

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

23 7. RESPONDENT and the BOARD acknowledge that this Stipulation for
24 Settlement is made to avoid litigation and economize resources. The parties agree and
25 understand that this Stipulation for Settlement is intended to operate as full and final
26 settlement of the Complaint filed against RESPONDENT in the above-entitled disciplinary
27 case, NGC Case No. 25-01.

28 8. RESPONDENT and the BOARD recognize and agree that the Nevada Gaming

1 Commission has the sole and absolute discretion to determine whether to accept this
2 Stipulation for Settlement. RESPONDENT and the BOARD hereby waive any right they
3 may have to challenge the impartiality of the Nevada Gaming Commission to hear the
4 above-entitled case on the matters embraced in the Complaint if the Nevada Gaming
5 Commission determines not to accept this Stipulation for Settlement. If the Nevada
6 Gaming Commission does not accept the Stipulation for Settlement, it shall be withdrawn
7 as null and void and Respondent's admissions, if any, that certain violations of the Nevada
8 Gaming Control Act and the Regulations of the Nevada Gaming Commission occurred shall
9 be withdrawn. This paragraph is severable from the other provisions of this Stipulation
10 for Settlement and shall survive in the event the other provisions are withdrawn as null
11 and void.

12 9. RESPONDENT and the BOARD agree and understand that this Stipulation for
13 Settlement is intended to operate as the full and final settlement of the Complaint filed in
14 NGC Case No. 25-01. The parties further agree and understand that any oral
15 representations are superseded by this Stipulation for Settlement and that only those
16 terms memorialized in writing herein shall be effective.

17 10. RESPONDENT agrees and understands that although this Stipulation for
18 Settlement, if approved by the Nevada Gaming Commission, will settle the Complaint filed
19 in NGC Case No. 25-01, that the allegations contained in the Complaint filed in NGC Case
20 No. 25-01, and the terms of this Stipulation for Settlement, may be considered by the
21 BOARD and/or the Nevada Gaming Commission, with regards to any and all applications
22 by RESPONDENT that are currently pending before the BOARD or the Nevada Gaming
23 Commission, or that are filed in the future with the BOARD.

24 11. RESPONDENT and the BOARD shall each bear their own costs incurred in
25 this disciplinary action, NGC Case No. 25-01.

26 12. RESPONDENT, by executing this Stipulation for Settlement, affirmatively
27 waives all notices required by law for this matter including, but not limited to, notices
28 concerning consideration of the character or misconduct of a person (Nevada Revised

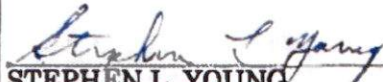
1 Statute (NRS) 241.033), notices concerning consideration of administrative action against
2 a person (NRS 241.034), and notices concerning hearings before the Nevada Gaming
3 Commission (NRS 463.312). Regardless of the waiver of legal notice requirements, the
4 BOARD and Nevada Gaming Commission will attempt to provide reasonable notice of the
5 time and place of the hearing. Further, in negotiating this Stipulation for Settlement,
6 RESPONDENT acknowledges that the BOARD has provided RESPONDENT with the date
7 and time of the Nevada Gaming Commission hearing during which the BOARD anticipates
8 the Nevada Gaming Commission will consider approving this Stipulation for Settlement.

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

3 DATED this 13th day of June 2025.

4 SRY INDUSTRIES, LLC
5 dba OFF THE RAILS CASINO

6 
7 STEPHEN L. YOUNG
8 Sole Member/Manager

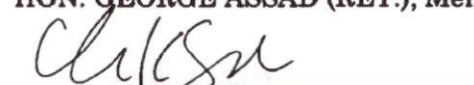
9 EVENSON LAW OFFICE

10 
11 STEVE E. EVENSON
12 Attorney for Respondent

NEVADA GAMING CONTROL BOARD

13 
14 KIRK D. HENDRICK, Chair

15 HON. GEORGE ASSAD (RET.), Member

16 
17 CHANDENI K. SENDALL, Member

Submitted by:

18 AARON D. FORD
19 Attorney General

By:

20 
21 JOHN S. MICHELA
22 Senior Deputy Attorney General
23 Gaming Division
24 5420 Kietzke Lane, Suite 202
25 Reno, Nevada 89511
26 Telephone: (775) 687-2118
27 Attorneys for the
28 Nevada Gaming Control Board

21 **ORDER**

22 IT IS SO ORDERED in NGC Case No. 25-01.

23 DATED this _____ day of _____ 2025.

24 NEVADA GAMING COMMISSION

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26
27 HON. JENNIFER P. TOGLIATTI, Chair
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