



State of Louisiana
Gaming Control Board

BOBBY JINDAL
GOVERNOR

DALE A. HALL
CHAIRMAN

**IN RE: ALLISON G. ENTERPRISE, LLC D/B/A
BAYOU BELLE TRUCK STOP AND CASINO
NO. 5000513561**

ORDER

This matter was considered by the Louisiana Gaming Control Board at its meeting of November 15, 2012. The Hearing Officer's order dated October 22, 2012, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Administrative Action" by and between Allison G. Enterprise, LLC d/b/a Bayou Belle Truck Stop and Casino, No. 5000513561, and the State of Louisiana, Department of Public Safety and Corrections, Office of State Police, which is attached hereto and incorporated herein, is **APPROVED.**

THUS DONE AND SIGNED on this the 15th day of November, 2012.

LOUISIANA GAMING CONTROL BOARD

BY: _____

Dale A. Hall

DALE A. HALL, CHAIRMAN

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 16th DAY
OF November, 2012
APPEAL DOCKET CLERK
Allyson Stinson

LGCB-1798-12-B

RECEIVED

By Geralyn Coleman at 12:17 pm, Oct 22, 2012

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RECEIVED

OCT 11 2012

LGCB
ADMINISTRATIVE HEARING OFFICE

RE: **ALLISON G. ENTERPRISE, LLC**
D/B/A BAYOU BELLE TRUCK STOP AND CASINO

LIC. NO.: 5000513561

**JOINT MOTION FOR APPROVAL OF COMPROMISE AND
SETTLEMENT AGREEMENT**

TO THE HONORABLE ADMINISTRATIVE HEARING OFFICER:

NOW COME the State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and Allison G. Enterprise, LLC d/b/a Bayou Belle Truck Stop and Casino (hereinafter, "Allison G."), who file this Joint Motion for Approval of Compromise and Settlement Agreement, and in support thereof would respectively show unto the Hearing Officer as follows:

1.

The Division and Allison G. are desirous of compromising and settling all disputes between them relative to the referenced administrative proceeding. In connection therewith, the parties have entered into a Compromise and Settlement Agreement which by its terms will become effective upon approval by the Administrative Hearing Office and the Louisiana Gaming Control Board.

2.


A true and correct copy of the proposed Compromise and Settlement Agreement is attached hereto as Exhibit "A" and incorporated by reference for all purposes.

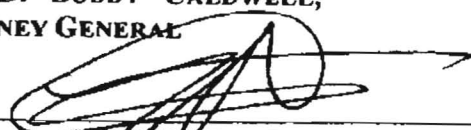
TRUE COPY

Louisiana Gaming Control Board

WHEREFORE, PREMISES CONSIDERED, the Division and Allison G. respectfully request that this Honorable Administrative Hearing Officer approve the parties' Compromise and Settlement Agreement.

Respectfully Submitted,

By: 
Allison U. Rovira
Attorney at Law
P.O. Box 1511
Baton Rouge, LA 70821
Telephone: (225) 381-0019
Facsimile: (225) 381-0178
*Counsel for Allison G. Enterprise, LLC
d/b/a Bayou Belle Truck Stop and Casino*

JAMES D. "BUDDY" CALDWELL,
ATTORNEY GENERAL
By: 
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Assistant Attorney General
1885 North Third Street, 5th Floor
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Facsimile: (225) 326-6599
Counsel for the Office of State Police

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RE: ALLISON G. ENTERPRISE, LLC
D/B/A BAYOU BELLE TRUCK STOP AND CASINO

LIC. NO.: 5000513561

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and Allison G. Enterprise, LLC d/b/a Bayou Belle Truck Stop and Casino (hereinafter, "Allison G."), do hereby represent and agree as follows:

WHEREAS, the Louisiana Gaming Control Board has sent a Notice of Recommendation of Administrative Action to Allison G., which Notice contains allegations of certain violations of Louisiana Gaming Control Law; and

WHEREAS, the issues raised by said Notice are set for hearing before the Louisiana Gaming Control Board Administrative Hearing Office on October 22, 2012; and

WHEREAS, the Division and Allison G. are desirous of fully and finally compromising and settling all issues and disputes arising out of and in connection with said notice;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do hereby agree and stipulate as follows:

STIPULATIONS

1. On July 20, 2011, the St. Martin Parish Health Unit ("Health Unit") was informed by Douglas Fremin, the owner and operator of Allison G.'s on-site restaurant, Piezano's Pizza, that Piezano's Pizza ceased operations in June 2011. Allison G. did not notify the Division of any change in ownership or interruption in operation of its on-site restaurant.
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2. In early August 2011, the Health Unit inspected Allison G. and found that the on-site restaurant was in operation. The Health Unit notified a waitress and cook, LaDonna Hutton ("Ms. Hutton") that the new restaurant must submit an application for a health permit.
3. On September 9, 2011, after not receiving a health permit application, the Health Unit inspected Allison G.'s on-site restaurant and was told by Ms. Hutton that the on-site restaurant closed immediately after the August 2011 inspection and would not be operating anytime soon because of necessary repairs.
4. On September 22, 2011, The Division was notified by the St. Martin Parish Health Unit that Allison G.'s on-site restaurant did not have a valid health permit.
5. On September 23, 2011, the Division conducted a compliance inspection at Allison G. and found that the restaurant was under new management and the restaurant did not have a health permit, an occupational license posted, or seating for 50 patrons.
6. On September 23, 2011, the Division requested documentation from Allison G. that could verify the on-site restaurant's operation between July 1, 2011 and September 30, 2011.
7. On November 1, 2011, the Division received a copy of a lease agreement between Allison G. and Penny Stock Investments, Inc. ("Penny Stock") for the on-site restaurant and all documents pertinent to the establishment of the on-site restaurant. Penny Stock operates the on-site restaurant in the name of Bayou Belle Restaurant ("Bayou Belle"). The lease was executed on October 1, 2011 for the period of October 1, 2011 through September 30, 2016, and Zulfiqar Momin is the owner.
8. Although the Division received the on-site restaurant's documentation, the Division could not determine who owned and operated the on-site restaurant from July 1, 2011 through September 30, 2011.

9. On November 16, 2011, the Division re-inspected the on-site restaurant and found that it was once again closed.
10. Allison G. did not have a designated representative available during the compliance inspection.
11. Allison G. failed to notify the Division of changes to the on-site restaurant's ownership and management.
12. Allison G. failed to respond in a timely manner to communications from the Division.
13. Allison G. did not have a lease agreement for the on-site restaurant for the period of July 1, 2011 through September 30, 2011.
14. Allison G. did not possess an occupational license or health permit for the period of July 1, 2011, through November 2, 2011.
15. Allison G. did not provide the Division with documents to verify the restaurant employee's records, did not provide any information that would substantiate and verify the restaurant was fully operational and open for at least twelve hours per day, seven days per week for the period of July 1, 2011, through September 30, 2011, and did not have a qualified on-site restaurant on November 16, 2011.

TERMS AND CONDITIONS

1. In lieu of administrative action, Allison G. will pay a penalty of FORTY THOUSAND DOLLARS and 00/100 (\$40,000.00) for its violations of La. R.S. 27:306(A)(4)(c)(ii), La. R.S. 27:306(A)(5)(b), LAC 42:XI.2407(A)(1), LAC 42:XI.2417(A)(1), LAC 42:XI.2417(B)(4), and LAC 42:XI.2417(C)(1)(i).

2. The Division hereby agrees that payment of a civil penalty of FORTY THOUSAND DOLLARS and 00/100 (\$40,000.00) shall be in full and final settlement of all matters set forth in the Notice of Recommendation of Administrative Action for Allison G.'s

violations of La. R.S. 27:306(A)(4)(c)(ii), La. R.S. 27:306(A)(5)(b), LAC 42:XI.2407(A)(1), LAC 42:XI.2417(A)(1), LAC 42:XI.2417(B)(4), and LAC 42:XI.2417(C)(1)(i).

3. The Division reserves the right to take into consideration these admitted violations in connection with any future investigation, violation or assessment of penalty and in connection with any future assessments of Allison G.'s suitability.

4. The terms of this Compromise and Settlement Agreement shall be interpreted under the laws of the State of Louisiana.

5. This Compromise and Settlement Agreement constitutes the entire agreement between the Division and Allison G., pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

6. This Compromise and Settlement Agreement is subject to approval by the Hearing Officer and the Louisiana Gaming Control Board. It is expressly understood that if this proposed settlement is approved by the Hearing Officer, this agreement is not thereby executory, but will be submitted to the Louisiana Gaming Control Board for its determination as to whether to approve same or to remand the matter to the Hearing Officer for a full hearing on the merits.

7. If approved, Allison G. agrees to make full payment of the civil penalty within fifteen (15) days of approval of this settlement by the Louisiana Gaming Control Board. Allison G. agrees that failure to meet this requirement shall result in immediate suspension of the video draw poker license without the necessity of any further administrative action until such time as the penalty is paid in full.

I have read this entire Compromise and Settlement Agreement and agree to all stipulations and terms and conditions hereof.



**Allison U. Rovira, on behalf of Allison G. Enterprise, LLC
d/b/a Bayou Belle Truck Stop and Casino**



**Nicolette C. Colby, AAG, on behalf of
State of Louisiana, Department of Public Safety &
Corrections, Office of State Police**

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RE: **ALLISON G. ENTERPRISE, LLC**
D/B/A BAYOU BELLE TRUCK STOP AND CASINO

LIC. NO.: 5000513561

ORDER

BE IT REMEMBERED that on the 22nd day of October, 2012, came on for consideration the Joint Motion for Approval of Compromise and Settlement Agreement, and the parties having appeared by and through their respective attorneys of record, and the Hearing Officer having considered the pleadings on file, the proposed Compromise and Settlement Agreement, and the said Motion, and it appearing to the Hearing Officer that the said Compromise and Settlement Agreement should be approved; it is, therefore,

ORDERED, ADJUDGED, AND DECREED that the Compromise and Settlement Agreement attached to the parties' Joint Motion for Approval of Compromise and Settlement Agreement be, and the same is hereby, **APPROVED**; that the Licensee must pay a total penalty of **FORTY THOUSAND DOLLARS and 00/100 (\$40,000.00)** to the Division within fifteen (15) days of approval by the Louisiana Gaming Control Board. Failure to do so shall result in the immediate suspension of the gaming permit without the necessity of any further administrative action until such time as the penalty is paid in full.

LOUISIANA G. CONTROL BOARD AND ENTERED this 22nd day of October, 2012, in Baton Rouge, Louisiana. 22nd DAY

ALLIANCE OF THE STATE OF LOUISIANA
COMMISSIONER OF REVENUE
Baton Rouge, Louisiana

DOCKET CLERK, ADMINISTRATIVE HEARING OFFICE

cc: Allison W. Ryan
Nicole Colby
Sgt. Lonell Sibley

HEARING OFFICER

ATTEST COPY ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE, LA 10, 22, 12

BY: CLERK