



State of Louisiana
Gaming Control Board

JOHN BEL EDWARDS
GOVERNOR

RONNIE JONES
CHAIRMAN

IN RE: GOLDEN NUGGET LAKE CHARLES, LLC
LICENSE NO.: R016502995 SAR#15-2-43-092-2812

ORDER

This matter was considered by the Louisiana Gaming Control Board at its meeting of March 14, 2016. The Hearing Officer's order dated March 8, 2016, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Violation and Penalty", by and between Golden Nugget Lake Charles, License No. R016502995, SAR 15-2-43-092-2812, 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 *14th* day of *March, 2016*.

LOUISIANA GAMING CONTROL BOARD

BY: _____

RONNIE JONES, CHAIRMAN

LOUISIANA GAMING CONTROL BOARD

I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 14th DAY
OF March, 2016

Healy A. Q. S. Jones
APPEAL DOCKET CLERK

LGCB-3791-16-B

RECEIVED

By Geralyn at 12:05 pm, Mar 08, 2016

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RECEIVED

MAR 08 2016

LGCB
ADMINISTRATIVE HEARING OFFICE

RE: GOLDEN NUGGET LAKE CHARLES, L.L.C. SAR # 15-2-43-092-2812

**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 Golden Nugget Lake Charles, L.L.C. (hereinafter "Golden Nugget"), 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 Golden Nugget 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
Representative
Louisiana Gaming Control Board

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

Respectfully Submitted,

GOLDEN NUGGET LAKE CHARLES, L.L.C.

By: 

Gerald J. Del Prete
2550 Golden Nugget Blvd.
Lake Charles, Louisiana 70601
Telephone: (337) 508-7055
Senior Vice-President, General Manager
Golden Nugget Lake Charles, L.L.C.

JEFF LANDRY,
ATTORNEY GENERAL

By: 

Olga M. Bogan, Bar Roll #24302
Assistant Attorney General
1885 North Third Street, 5th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 326-6500
Facsimile: (225) 326-6599
Counsel for the Office of State Police

**STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE**

RE: GOLDEN NUGGET LAKE CHARLES, L.L.C. SAR # 15-2-43-092-2812

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and Golden Nugget Lake Charles, L.L.C. (hereinafter "Golden Nugget") do hereby represent and agree as follows:

WHEREAS, the Division has issued a Notice of Violation and Penalty (hereinafter the "Notice") to Golden Nugget alleging certain violations of Louisiana Gaming Control Law; and

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

WHEREAS, the Division and Golden Nugget are desirous of fully and finally compromising and settling all issues and disputes arising out of and in connection with the Notice;

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

STIPULATIONS

1. On May 15, 2015, the Division conducted their quarterly Cash Reserve Calculation audit for the first quarter of 2015. The Cash Reserve Calculation audit is used

to ensure casinos accurately report cash reserves available and maintain accurate financial records. Golden Nugget submitted the January 2015, February 2015 and March 2015 Cash Reserve Calculations on May 8, 2015; therefore, the calculation for January 2015 was sixty-seven days late, February 2015 was thirty-nine days late, and March 2015 was eight days late, in violation of gaming law.

2. On May 8, 2015, Golden Nugget submitted two different Cash Reserve Calculations for March 2015, but failed to notify the Division that any changes had been made.

3. Golden Nugget submitted a variance on an unsigned main bank inventory sheet as back-up for cash-on-hand in the March 2015 Cash Reserve Calculation that indicated a shortage of \$5,587,253.65 in the Main Bank. These variances have been resolved.

4. The Golden Nugget promo chip inventory and a relief bank were removed from the Main Bank inventory sheet, even though both still remained under Main Bank control. Failure to accurately document Main Bank inventory is in violation of gaming law.

5. Golden Nugget stated that new cage inventory spreadsheets would be in use by July 1, 2015; however, as of August 18, 2015, there were no new cage spreadsheets ready for approval or in use.

6. The audit practices that gave rise to the above stated violations have been addressed to the Division's satisfaction.

TERMS AND CONDITIONS

1. In lieu of Administrative Action of its Gaming License, Golden Nugget will pay a civil penalty of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000) DOLLARS.

2. The Division hereby agrees to accept Golden Nugget's payment of the above stated civil penalty in full and final settlement of the Notice of Violation and Penalty.

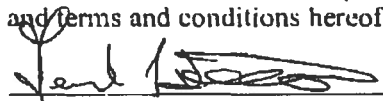
3. The Division reserves the right to take into consideration these admitted violations in connection with any future investigation, violation or assessment of penalty and in connection with any future assessments of Golden Nugget's suitability.

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

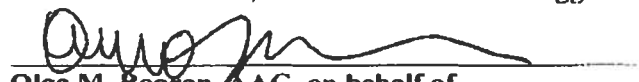
5. This Compromise and Settlement Agreement constitutes the entire agreement between the Division and Golden Nugget, pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

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. Failure to pay the penalty within fifteen (15) days of approval of this settlement by the Louisiana Gaming Control Board, and to comply with each term and condition listed herein, shall result in the immediate suspension of Golden Nugget's license without the necessity of further administrative action, until such time as the penalty is paid in full.

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



Gerald J. Del Prete, on behalf of Golden Nugget Lake Charles, L.L.C.



**Olga M. Bogran, 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: GOLDEN NUGGET LAKE CHARLES, L.L.C. SAR # 15-2-43-092-2812

ORDER

BE IT REMEMBERED that on the 2th day of March, 2016, 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 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,

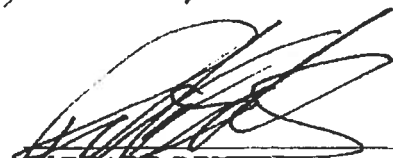
ORDERED, ADJUDGED, AND DECREED that the Compromise and Settlement Agreement attached to the parties' Joint Motion for Approval of Compromise and Settlement Agreement be, and the same is hereby, **APPROVED**; that Golden Nugget must pay Twenty-Five Thousand and No/100 (\$25,000.00) Dollars to the Division 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 license without the necessity of any further administrative action until such time as the penalty is paid in full.

SIGNED AND ENTERED this 2th day of March, 2016, in

Baton Rouge, Louisiana.
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE

I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 2th DAY
OF March

DOCKET CLERK, ADMIN. HEARING OFFICE


RICHARD REYNOLDS
HEARING OFFICER

cc: Golden Nugget Lake Charles, LLC / Gerald de Prete
Debra Bogman
Prof. Ronald Shelby

A TRUE COPY ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE, LA
DOCKET CLERK, ADMINISTRATIVE HEARING OFFICE