



State of Louisiana
Gaming Control Board

KATHLEEN BABINEAUX BLANCO
GOVERNOR

H. CHARLES GAUDIN
CHAIRMAN

**IN RE: CHARLES SEAFOOD, LLC D/B/A
CHARLES SEAFOOD
NO. 2604209106**

ORDER

This matter was considered by the Louisiana Gaming Control Board at its meeting of April 17, 2006. The Hearing Officer's order dated March 28, 2006, 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 Charles Seafood, LLC d/b/a Charles Seafood, No. 2604209106, 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 17 day of April, 2006.

LOUISIANA GAMING CONTROL BOARD

BY:



H. CHARLES GAUDIN, CHAIRMAN

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 18th DAY
OF April, 2006

APPEAL DOCKET CLERK


Mar 14 06 12:31p
FEB-13-2006 10:08

Weigand and Levenson
DEPT OF JUSTICE GAMING

P. 2

P. 02

RECEIVED

MAR 28 2006

LGCB
ADMINISTRATIVE HEARING OFFICE

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

**IN RE: CHARLES SEAFOOD, LLC
d/b/a CHARLES SEAFOOD**

NO. 2604209106

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

TO THE HONORABLE ADMINISTRATIVE HEARING OFFICER:

COME NOW State of Louisiana, Department of Public Safety and Corrections, Office of State Police ("the Division") and Charles Seafood, LLC. d/b/a Charles Seafood VGL 2604209106 ("the Licensee"), 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 the Licensee 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.

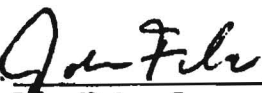
TRUE COPY

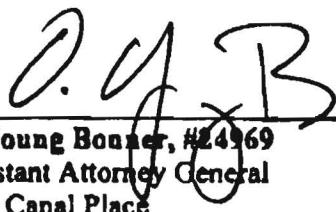
Representative
Louisiana Gaming Control Board

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

Respectfully Submitted,

**CHARLES C. FOTI, JR.
ATTORNEY GENERAL**

By: 
John Fulco, Jr.
221 Colonial Club Drive
Harahan, Louisiana 70123
Telephone: (504) 737-5132
Fax: (504) 525-3368
100% shareholder
of Charles Seafood, LLC. d/b/a
Charles Seafood

By: 
O. Young Bonner, #24969
Assistant Attorney General
One Canal Place
365 Canal Street, Suite 2730
New Orleans, Louisiana 70130
Telephone: (504) 599-1149
Facsimile: (504) 500-1163
Counsel for the Office of State Police

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

IN RE: CHARLES SEAFOOD, LLC
d/b/a CHARLES SEAFOOD

NO. 2604209106

ORDER

BE IT REMEMBERED that on this the ²⁸15th day of ^{March}February, 2006, 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**.

SIGNED AND ENTERED this ²⁸15th day of ^{March}February, 2006, in Baton Rouge, Louisiana.

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 28 DAY
19 2006
Bill Domingue
CLERK, ADMINISTRATIVE HEARING OFFICE

cc: John Fusco, Jr.
Young Banner
Sgt. Roland Rodriguez


WILLIAM H. BROWN
HEARING OFFICER

A TRUE COPY ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE, LA 3/28/06
Bill Domingue
BY: CLERK

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

**IN RE: CHARLES SEAFOOD, LLC
d/b/a CHARLES SEAFOOD**

NO. 2604209106

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter "the Division") and Charles Seafood, LLC d/b/a Charles Seafood, VGL 2604209106, do hereby represent and agree as follows:

WHEREAS, on August 24, 2005, the Louisiana Gaming Control Board issued a Notice of Recommendation of Administrative Action to Charles Seafood, LLC d/b/a Charles Seafood alleging certain violations of Louisiana Gaming Control Law; and

WHEREAS, the issues raised by said Notice of Recommendation of Administrative Action are set for hearing on February 15, 2006, before the Louisiana Gaming Control Board Administrative Hearing Office; and

WHEREAS, the Division and the Licensee are desirous of fully and finally compromising and settling all issues and disputes arising out of and in connection with the said Notice of Recommendation of Administrative Action;

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



STIPULATIONS

1. Prior to December 2003, the owners of Charles Seafood, LLC were Doris Bertucci, 33.67%, John Fulco, Jr. 33.33%, and Ruth Hall 33.00 %. Currently, John Fulco, Jr. is the 100% owner of Charles Seafood, LLC.
2. Charles Seafood, LLC d/b/a Charles Seafood, a licensed video gaming establishment, previously entered into a video poker device agreement with Master Video Poker.
3. Master Video Poker forwarded video gaming documents ("the Documents") to Charles Seafood, LLC d/b/a Charles Seafood for execution, including but not limited to the *Release of All Claims* dated August 19, 1996 and signed by John Fulco, Jr., the *Application Signature Page* dated August 19, 1996 and signed by John Fulco, Jr., the *Affidavit of Current Disclosure* dated April 15, 1997 and signed by Doris Bertucci, the Cash Sale document between John Fulco, Jr. and Doris Bertucci dated March 20, 1998, the *Annual License Form* dated March 14, 2001 and signed by Doris Bertucci, the *Signature Page (13)* dated June 26, 2002 and signed by Laura Lee Fulco, the *Signature Page (10)* dated June 26, 2002 and signed by Laura Lee Fulco, the *Release of All Claims* dated June 26, 2002 and signed by Laura Lee Fulco, the *Renewal Affidavit/Certification* dated June 28, 2002 and signed by Laura Lee Fulco, and the *Applicant's Request to Release Information* dated June 26, 2002 and signed by Laura Lee Fulco.
4. John Fulco, Jr., Doris Bertucci, and Laura Lee Fulco did not sign the Documents in the presence of a notary and the Documents were not notarized in the Affiant's presence. Thus, the Documents were improperly notarized in violation of LAC 42.XI.2405(A)(15). Further, the Division's investigation revealed that the purported notary was not a notary.
5. John Fulco, Jr. represents that all of the statements, responses, disclosures and representations provided in the documents submitted to the Division bearing his signature are true and correct to the best of his knowledge, information and belief, and represents a complete and accurate account of the requested information.

TERMS AND CONDITIONS

1. Within fifteen (15) days of the approval of this settlement by the Louisiana Gaming Control Board, Charles Seafood, LLC d/b/a Charles Seafood shall pay a civil penalty of One Thousand Dollars (\$1000.00).

2. The Division hereby agrees to accept the payment of the above stated penalty in full and final settlement of all violations alleged in the August 24, 2005, Notice of Recommendation of Administrative Action.

3. Any and all information discovered throughout the course of this or any other investigation may be used in any future determination of the suitability of John Fulco, Jr., Doris Bertucci or Laura Lee Fulco.

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 the Licensee 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, however, payment of the above penalty must be submitted to the Division within (15) fifteen days of approval of this settlement by the Board. The failure to

submit the civil penalty within fifteen (15) days of approval by the Board shall result in the immediate suspension of the license 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.



John Fulco, Jr., 100% shareholder of Charles Seafood, LLC
d/b/a Charles Seafood

Sworn to and subscribed before this 15th day of February, 2006.



Notary _____ (number and stamp)

WAYNE T. CROCHET
ATTORNEY AT LAW (LSBA # 4615)

Notary NOTARY PUBLIC
(printed name)
Parish of Jefferson, State of Louisiana
My Commission is issued for life



O. Young Bonner, AAG on behalf of
State of Louisiana
Department of Public Safety & Corrections,
Office of State Police

STATE OF LOUISIANA

PARISH OF Orleans

AFFIDAVIT

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared:

LAURA LEE FULCO

who, after first being duly sworn, declared and acknowledged to me, Notary, under oath:

that she is the spouse of John Fulco, Jr., the 100% shareholder of Charles Seafood, LLC d/b/a Charles Seafood, VGL # 2604209106; and,

that all of the statements, responses, disclosures and representations provided in the documents submitted to the Division bearing Affiant's signature, are true and correct to the best of Affiant's knowledge, information and belief, and represent a complete and accurate account of the requested information.

THUS DONE AND PASSED in New Orleans, Louisiana, on this 13th day of FEB, 2006.

Laura Lee Fulco
Laura Lee Fulco, affiant

Richard A. Weigand
Notary
Richard A. Weigand
(Print name and notary number)
#13324