



*State of Louisiana*  
*Gaming Control Board*

*BOBBY JINDAL*  
GOVERNOR

*DANE K. MORGAN*  
CHAIRMAN

**IN RE: U.S. FOODSERVICE, INC.**  
**NO. P086502300**

**ORDER**


This matter was considered by the Louisiana Gaming Control Board at its meeting of January 19, 2012. The Hearing Officer's order dated December 21, 2011, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Suspension and Penalty" by and between U.S. Foodservice, Inc., No. P086502300, 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 19<sup>th</sup> day of January, 2012.**

**LOUISIANA GAMING CONTROL BOARD**

BY:

  
\_\_\_\_\_  
**DANE K. MORGAN, CHAIRMAN**

LOUISIANA GAMING CONTROL BOARD  
I HEREBY CERTIFY THAT A CERTIFIED  
COPY HAS BEEN MAILED OR SERVED ON  
ALL PARTIES THIS 20<sup>th</sup> DAY  
OF January, 2012  
APPEAL DOCKET CLERK  


LGCB-1177-11-B

**RECEIVED**

By GERALYN COLEMAN at 2:57 pm, Dec 21, 2011

STATE OF LOUISIANA  
LOUISIANA GAMING CONTROL BOARD  
ADMINISTRATIVE HEARING OFFICE

**RECEIVED**

DEC 16 2011

LGCB  
ADMINISTRATIVE HEARING OFFICE

RE: U.S. FOODSERVICE, INC.

P086502300

**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 U.S. Foodservice, Inc. (hereinafter, "U.S. Foodservice"), 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 U.S. Foodservice 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.

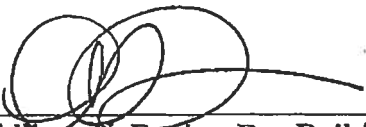
2.

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.

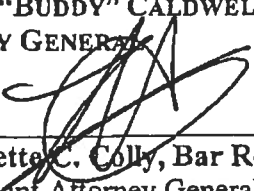
TRUE COPY  
  
Representative  
Louisiana Gaming Control Board

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

Respectfully Submitted,

By:   
Allison U. Rovira, Bar Roll # 27634  
730 North Street  
Baton Rouge, LA 70802  
Telephone: (225) 381-0019  
Facsimile: (225) 381-0178  
*Counsel for U.S. Foodservice, Inc.*

JAMES D. "BUDDY" CALDWELL,  
ATTORNEY GENERAL

By:   
Nicolette C. Colly, Bar Roll #31527  
Assistant Attorney General  
1885 North Third Street, 5<sup>th</sup> 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: U.S. FOODSERVICE, INC.**

**P086502300**

**COMPROMISE AND SETTLEMENT AGREEMENT**

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and U.S. Foodservice, Inc. (hereinafter, "U.S. Foodservice"), do hereby represent and agree as follows:

**WHEREAS**, the Louisiana Gaming Control Board has sent a Notice of Recommendation of Suspension and Penalty to U.S. Foodservice, 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 December 21, 2011; and

**WHEREAS**, the Division and U.S. Foodservice 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. The anniversary date of U.S. Foodservice's non-gaming supplier permit is September 27, 2011.
2. U.S. Foodservice submitted (1) an Annual Permit Update Form; (2) an Annual Fee Affidavit; and (3) \$250.00 renewal fee on November 14, 2011, approximately



seven weeks after its anniversary date, in violation of La. R.S. 27:29(I) and La. R.S. 27:29.3(F).<sup>1</sup>

### TERMS AND CONDITIONS

1. In lieu of suspension and penalty, U.S. Foodservice will pay a penalty of SIXTY-TWO DOLLARS and 50/100 (\$62.50) pursuant to La. R.S. 27:29.5(C) and a civil penalty of FIVE HUNDRED DOLLARS and No/100 (\$500.00), a total penalty of FIVE HUNDRED SIXTY-TWO DOLLARS and 50/100 (\$562.50) for its violations of La. R.S. 27:29(I) and La. R.S. 27:29.3(F).

2. The Division hereby agrees that payment of a civil penalty of SIXTY-TWO DOLLARS and 50/100 (\$62.50) pursuant to La. R.S. 27:29.5(C) and a civil penalty of FIVE HUNDRED DOLLARS and No/100 (\$500.00), a total penalty of FIVE HUNDRED SIXTY-TWO DOLLARS and 50/100 (\$562.50) shall be in full and final settlement of all matters set forth in the Notice of Recommendation of Suspension and Penalty for U.S. Foodservice's violations of La. R.S. 27:29(I) and La. R.S. 27:29.3(F).

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 U.S. Foodservice'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 U.S. Foodservice, pertaining to the subject matter contained herein and

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<sup>1</sup> See Exhibit 1.

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, U.S. Foodservice agrees to make full payment of the civil penalty within fifteen (15) days of approval of this settlement by the Louisiana Gaming Control Board. U.S. Foodservice agrees that failure to meet this requirement shall result in immediate suspension of the non-gaming supplier permit 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.



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Allison U. Rovira, on behalf of U.S. Foodservice, Inc.



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Nicolette C. Colly, 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: U.S. FOODSERVICE, INC.

P086502300

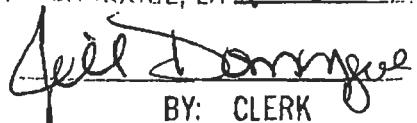
ORDER

BE IT REMEMBERED that on the 21<sup>st</sup> day of Dec, 2011, 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 Permittee must pay a total penalty of **FIVE HUNDRED SIXTY-TWO DOLLARS and 50/100 (\$562.50)** 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.

SIGNED AND ENTERED this 21<sup>st</sup> day of Dec, 2011, in Baton Rouge, Louisiana.

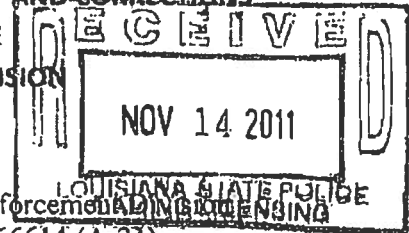
  
HEARING OFFICER

A TRUE COPY ATTEST  
LOUISIANA GAMING CONTROL BOARD  
HEARING OFFICE  
BATON ROUGE, LA 12.21.11  
  
BY: CLERK

LOUISIANA GAMING CONTROL BOARD  
I HEREBY CERTIFY THAT A CERTIFIED  
TRUE COPY OF THIS ORDER WAS  
SERVED ON THE PARTIES ON  
December 21 DAY  
2011  
CLERK, ADMINISTRATIVE HEARING OFFICE  
cc. Allison U. Roins  
Ni Colette Colby



**LOUISIANA GAMING CONTROL BOARD  
LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS  
OFFICE OF STATE POLICE  
GAMING ENFORCEMENT DIVISION**



Gaming Enforcement Division  
7919 Independence Blvd. (A-21)  
Baton Rouge, LA 70806

Gaming Enforcement Division  
P.O. BOX 66614 (A-21)  
Baton Rouge, LA 70896-6614

**ANNUAL PERMIT UPDATE FORM  
ANNIVERSARY DATE: 9-27-2011**

(PLEASE TYPE)

FOR OFFICE USE ONLY

Entered 11/22/11  
Date Submitted: 11/22/11 Check No.: 9163757 Receipt No.: 9540160 Entered By: PA

Legal Name of Permittee: <b>US Foods, Inc. (name changed 11-4-11)</b>		D/b/s of Permittee:	
Physical Address: <b>9399 W. Higgins Road Suite 500 Rosemont, IL 60018</b>		Mailing Address: <b>9399 W. Higgins Road Suite 500 Rosemont, IL 60018</b>	
Permit No. <b>P086502300</b>	Federal Tax ID No. [REDACTED]	La. State Tax ID No. [REDACTED]	Telephone No. <b>847) 720-8000</b>
Parish/County (Location of Business) <b>Out of State</b>		Within City Limits? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Contact Person for Permittee <b>Juliette W. Pryor</b>		Title/Position Held <b>General Counsel</b>	Telephone No. <b>847) 720-8013</b>
Social Security No. [REDACTED]		Date of Birth (MM/DD/YY) <b>1/18/1965</b>	
Web Site (URL) <b>www.usfoods.com</b>		E-Mail address <b>Juliette.Pryor@USFoods.com</b>	FAX No. <b>847) 293-2705</b>

**ANNUAL FEE SCHEDULE**

- (1) Manufacturer of Slot Machines and Video Draw Poker Devices.....\$15,000.00
- (2) Manufacturer of Gaming Equipment Other Than Slot Machines and Video Draw Poker Devices..... \$ 7,500.00
- (3) Gaming Supplier.....\$ 3,000.00
- (4) Non-Gaming Supplier.....\$ 250.00







## ANNUAL FEE REQUIREMENTS

Louisiana Revised Statutes 27:1 et seq. require all manufacturer of slot machines and video draw poker devices permittees, all manufacturer of gaming equipment other than slot machines and video draw poker devices permittees, gaming supplier permittees and non-gaming supplier permittees to remit the appropriate annual fee to the Louisiana State Police, Gaming Enforcement Division. The annual fee is due at the time of application and on the anniversary date of the permit thereafter. Failure to remain current in the payment of any fee shall result in the suspension of the permit.

### INSTRUCTIONS

Complete information on the Annual Permit Update Form.

Sign and notarize the Annual Fee Affidavit. If the business is a partnership, limited liability company or corporation, the affidavit must be signed by a duly authorized representative.

Submit the Annual Permit Update Form, a completed Annual Fee Affidavit and the appropriate fee in the form of a cashier's check, money order or company check made payable to the "State of Louisiana, Department of Public Safety and Corrections" by (1) Certified or Registered Mail, Return Receipt Requested; or (2) Private or Commercial Carrier to:

**Louisiana Department of Public Safety and Corrections  
Gaming Enforcement Division**

Mailing Address:

Gaming Enforcement Division  
P.O. Box 66614 (A-21)  
Baton Rouge, LA 70896-6614

Physical Address:

Gaming Enforcement Division  
7919 Independence Blvd. (A-21)  
Baton Rouge, LA 70806

For further information, contact the Louisiana State Police, Gaming Enforcement Division at (225) 925-3597.



**ANNUAL FEE AFFIDAVIT**

Before me the undersigned Notary, personally came and appeared:

Gail Sharps Myers (Affiant) acting in the capacity of

Individual (includes sole proprietors); or

duly-authorized Assistant Secretary  
(Director, officer, partner or manager)

of US Foods, Inc. (Name changed 11-4-11)  
(Name of corporation, partnership, limited liability company or other business entity on whose behalf you are acting)  
doing business as \_\_\_\_\_ issued  
Permit Number: P086502300

do, for:

myself, or

the corporation, partnership, limited liability company or other business entity listed above, its successors and assigns,

who after being duly sworn by me, did depose and say that:

1. I have read the original application and all subsequent renewal applications filed by the permittee; all the answers and other information contained in the original application and all renewal applications were true and correct and have remained the same, or if any answers or other information have changed and the change(s) have not been previously provided to the Division in writing, I am providing updated answer(s) or updated information on a separate sheet of paper that is attached to and made part of this affidavit;
2. I have read the original application and all subsequent renewal applications; the business structure and ownership contained in the original application and all renewal applications have remained the same, or if any answers or other information have changed and the change(s) have not been previously provided to the Division in writing, I am providing updated answer(s) or updated information on a separate sheet of paper that is attached to and made part of this affidavit;

Date 11-2-11 Initials JSM



### ANNUAL FEE AFFIDAVIT

3. Since submitting the original application to the Division, no officer, director, partner, manager or managing member, or shareholder, partner or member with a 5% or more ownership interest or key/managerial employee of the corporation, partnership, limited liability company or other business entity listed above has been detained, issued a *summons or citation, arrested, charged, indicted or forfeited bail for any criminal offense* or violation for any reason whatsoever, excluding minor traffic violations regardless of the disposition of such offense of violation, including dismissal or expungement; or, if any of those persons have been detained, issued a summons or citation, arrested, charged, indicted or forfeited bail for any criminal offense or violation whatsoever, regardless of the disposition of such offense, including dismissal or expungement, I am providing information and certified copies of documents regarding the detention, issuance of *summons or citation, arrest, charge, indictment, or forfeiture of bail on a separate sheet of paper that is attached to and made a part of this affidavit;*
  
4. Since submitting the original application to the Division, no officer, director, partner, manager or managing member, or shareholder, partner or member with a 5% or more ownership interest or key/managerial employee of the corporation, partnership, limited liability company or other business entity listed above has been convicted of or plead *guilty or nolo contendere to, any charge or offense, excluding minor traffic violations;* or, if any of those persons has been convicted of, or plead guilty or nolo contendere to, any charge or offense, I am providing information and certified copies of documents regarding the conviction or plea of guilty or nolo contendere on a separate sheet of paper that is attached to and made a part of this affidavit;
  
5. Since submitting its original application to the Division, the corporation, partnership, limited liability company or other business entity listed above has NOT had an application for a gaming license, permit or other suitability determination subjected to any regulatory action in any jurisdiction, including, but not limited to, denial, non-renewal, suspension, revocation, investigation, penalty, fine or any condition; or, if it has, I am providing information and certified copies of documents regarding such action on a separate sheet of paper that is attached to and made a part of this affidavit;



ANNUAL FEE AFFIDAVIT

- 6. The statements and responses provided in this affidavit are true and correct to the best of my knowledge, information and belief and represent a complete and accurate account of the requested information;
- 7. I have read, understand and agree to comply with La. R.S. 27:1 et seq, and the rules contained in Title 42 of the Louisiana Administrative Code;
- 8. I have executed this affidavit voluntarily;
- 9. I understand that failure to provide correct and complete information is cause for the denial of any renewal application or other administrative action; and
- 10. I understand that the making of any false statement in this affidavit is a violation of La. R.S. 27:30 and is punishable by up to ten (10) years in prison or a fine of up to ten thousand dollars (\$10,000.00), or both.

US FOODS, INC.  
 (name changed 11-4-11)  
 Name of permittee (print)  
 By: Gail Sharps Myers  
 Signature Gail Sharps Myers  
 Gail Sharps Myers  
 Assistant Secretary  
 Title of Affiant (print)

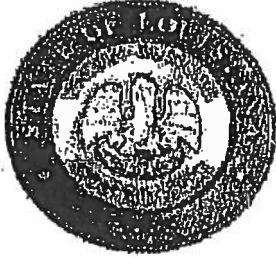
Sworn to and subscribed before me, the undersigned Notary Public, in  
 Rosemont (City), Cook County (County/Parish),  
 Illinois (State), on this 2nd day of November, 2011.

Pilar Torre  
 Signature of Notary Public



My Commission Expires: September 5, 2015

Date 11-2-11 Initials gsm



STATE OF LOUISIANA  
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS  
OFFICE OF STATE POLICE  
RIVERBOAT



RECEIPT FOR FEES RECEIVED

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<b>RECEIPT NUMBER:</b>	9540160
<b>DATE:</b>	11/22/2011
<b>AMOUNT RECEIVED:</b>	\$250.00
<b>FEES RECEIVED FOR:</b>	GOODS/SERVICES SUPPLIER RENEWAL FEE

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**RECEIVED FROM:** U S FOODSERVICE INC  
9755 PATUXENT WOODS DR  
COLUMBIA, MD 21046

**RECEIVED BY:** PABUWI  
STATE POLICE  
RIVERBOAT