



*State of Louisiana*  
*Gaming Control Board*

BOBBY JINDAL  
GOVERNOR

RONNIE JONES  
CHAIRMAN

**IN RE: ARTIE'S LLC D/B/A ARTIE'S  
NO. 2603113498**

**ORDER**

This matter was considered by the Louisiana Gaming Control Board at its meeting of October 16, 2013. The Hearing Officer's order dated September 30, 2013, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Revocation, and Notice of Finding of Unsuitability" by and between Artie's LLC d/b/a Artie's, No. 2603113498, 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 16<sup>th</sup> day of October, 2013.**

**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 17<sup>th</sup> DAY  
OF October, 2013  
APPEAL DOCKET CLERK

LGCB-2432-13-C

**RECEIVED**

By GERALYN COLEMAN at 2:00 pm, Sep 30, 2013

**RECEIVED**

SEP 24 2013

LGCB  
ADMINISTRATIVE HEARING OFFICE

STATE OF LOUISIANA  
LOUISIANA GAMING CONTROL BOARD  
ADMINISTRATIVE HEARING OFFICE

IN RE: ARTIE'S, LLC  
D/B/A ARTIE'S

CASE NO. 2603113498

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

**TO THE HONORABLE ADMINISTRATIVE HEARING OFFICER:**

COMES NOW the State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter the "Division"), Artie's, LLC d/b/a Artie's (sometimes hereinafter referred to as "Licensee"), Arthur H. Bradberry and Frank J. Marullo, who, through undersigned counsel, 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, Licensee, Arthur H. Bradberry and Frank J. Marullo are desirous of compromising and settling all disputes between them relative to the referenced administrative proceeding. In connection therewith, the Division, Licensee, Arthur H. Bradberry and Frank J. Marullo 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.

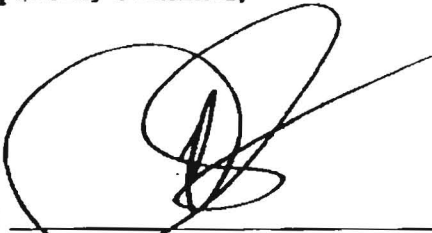
2.

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  
*Frank J. Marullo*  
Administrative Hearing Officer  
Louisiana Gaming Control Board

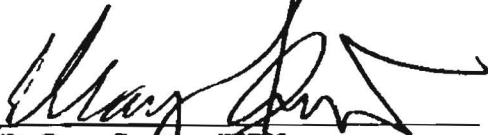
**WHEREFORE, PREMISES CONSIDERED,** The Division, Artie's LLC d/b/a Artie's, Arthur H. Bradberry and Frank J. Marullo respectfully request that this Honorable Administrative Hearing Officer approve the Compromise and Settlement Agreement.

Respectfully Submitted,

By:   
\_\_\_\_\_  
**Christopher G. Young, #22189**  
The Young Law Group, APLC  
780 North Street  
Baton Rouge, Louisiana 70802  
Telephone: (504) 915-5953  
Facsimile: (225) 346-6815  
*Counsel for Artie's, LLC d/b/a Artie's  
And Counsel for Arthur H. Bradberry*


**JAMES D. "BUDDY" CALDWELL**  
**ATTORNEY GENERAL**

By:   
\_\_\_\_\_  
**Michael L. Tyler, #29463**  
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 Division*

By:   
\_\_\_\_\_  
**R. Gray Sexton, #7581**  
Sexton & Hebert  
10715 North Oak Hills Parkway  
Baton Rouge, Louisiana 70801  
Telephone: (225) 767-2020  
Facsimile: (225) 767-0845  
*Counsel for Frank J. Marullo*

**WHEREFORE, PREMISES CONSIDERED,** The Division, Artie's LLC d/b/a Artie's, Arthur H. Bradberry and Frank J. Marullo respectfully request that this Honorable Administrative Hearing Officer approve the Compromise and Settlement Agreement.

Respectfully Submitted,

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And Counsel for Arthur H. Bradberry*

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**ATTORNEY GENERAL**

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*Counsel for the Division*

By: \_\_\_\_\_  
**R. Gray Sexton, #7531**  
Sexton & Hebert  
10715 North Oak Hills Parkway  
Baton Rouge, Louisiana 70801  
Telephone: (225) 767-2020  
Facsimile: (225) 767-0845  
*Counsel for Frank J. Marullo*



**EXHIBIT "A"**

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

**IN RE: ARTIE'S, LLC  
D/B/A ARTIE'S**

**CASE NO. 2603113498**

**COMPROMISE AND SETTLEMENT AGREEMENT**

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter the "Division"), Artie's, LLC d/b/a Artie's (sometimes hereinafter referred to as "Licensee"), Arthur H. Bradberry and Frank J. Marullo do hereby represent and agree as follows:

**WHEREAS**, the Louisiana Gaming Control Board has sent a Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability (hereinafter sometimes referred to as the "Notice"), to Artie's, LLC d/b/a Artie's, which Notice contains allegations of certain violations of Louisiana Gaming Control Law; and

**WHEREAS**, the issues raised by said Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability, were adjudicated during an administrative hearing that was held on both December 3, 2012 and December 13, 2012, before the Louisiana Gaming Control Board Administrative Hearing Office; and

**WHEREAS**, Administrative Hearing Officer Richard L. Reynolds issued a ruling in this matter on January, 15, 2013, which the Division filed a Motion for Reconsideration of such said ruling with respect to Frank J. Marullo's suitability on January 25, 2013; and

**WHEREAS**, in lieu of the issuance of any and all further decisions by Administrative Hearing Officer Richard L. Reynolds, the Division and Licensee are desirous of fully and finally compromising and settling all issues and disputes arising out of and in connection with said Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability, and the January 15, 2013, Hearing Officer's Decision that was previously issued in this matter.

**NOW, THEREFORE**, in consideration of the foregoing, the Division, Licensee, Arthur H. Bradberry and Frank J. Marullo do hereby agree and stipulate as follows:

#### **STIPULATIONS**

1. Frank J. Marullo hereby stipulates as true the factual findings and allegations made against him in the Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability, which is attached hereto as Exhibit "B" and incorporated by reference for all purposes.

2. Frank J. Marullo hereby stipulates that, after having reviewed with his attorney the Louisiana Gaming Control Law (La. R.S. 27:1 et seq.) and the factual findings and allegations made against him in the Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability which is attached hereto as Exhibit "B" and incorporated by reference for all purposes, he believes and agrees that he is unsuitable to participate in the Louisiana gaming industry.

3. Pursuant to the stipulations made under Paragraphs 1 and 2 herein, Frank J. Marullo voluntarily consents to the Louisiana Gaming Control Board Administrative Hearing Officer's issuance of any Orders, Judgments and/or Decrees regarding any finding and/or determination of Frank J. Marullo's suitability to participate in the Louisiana Gaming Industry, as such is regulated under the Louisiana Gaming Control Law (La. R.S. 27:1 et seq.).

4. Artie's, LLC d/b/a Artie's hereby stipulates that Frank J. Marullo was employed by it to work in a managerial capacity and/or in a capacity of significant influence.

5. Arthur H. Bradberry hereby stipulates that he hired Frank J. Marullo to work in a managerial capacity and/or in a capacity of significant influence.

6. Artie's, LLC d/b/a Artie's and Arthur Bradberry hereby stipulate that, after reviewing with their attorney the Louisiana Gaming Control Law (La. R.S. 27:1 et seq.) and the factual findings and allegations made against Frank J. Marullo in the Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability which is attached hereto as Exhibit "B" and incorporated by reference for all purposes, they believe and agree that Frank J. Marullo is unsuitable to participate in the Louisiana gaming industry.

#### **TERMS AND CONDITIONS**

1. In lieu of further proceedings with respect to the recommended revocation of its Type I Video Draw Poker License, Artie's LLC d/b/a Artie's will pay a civil penalty of Twenty-Five Thousand Dollars and No/100 (\$25,000.00).

2. The Division hereby agrees to accept that the payment of a civil penalty of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) shall be in full and final settlement of all issues and allegations involving Artie's, LLC d/b/a Artie's as set forth in the Notice of Recommendation of Revocation, and Notice of Recommendation of Finding of Unsuitability, which is attached hereto as Exhibit "B".

3. Artie's, LLC d/b/a Artie's will permanently bar Frank J. Marullo from entering upon and/or into the physical property where Artie's, LLC d/b/a Artie's conducts its business operations as a video draw poker licensee. Further, Artie's, LLC d/b/a Artie's will forever preclude Frank J. Marullo from participating in the business affairs of Artie's, LLC d/b/a Artie's, in any capacity whatsoever.

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4. The April 22, 2013 Continuance Order that was issued by Hearing Officer Richard L. Reynolds in this matter is hereby rescinded and this matter is submitted for a decision purely on the basis of this Compromise and Settlement Agreement and any and all attachments made a part hereof.

5. The Division reserves the right to take into consideration these violations in connection with any future investigations, violations or assessments of a penalty.


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

7. This Compromise and Settlement Agreement constitutes the entire agreement between the Division, Licensee, Arthur H. Bradberry and Frank J. Marullo regarding the subject matter contained herein and supersedes all prior and contemporaneous orders and judgments, as well as all prior agreements, representations and understandings of the parties.


8. This Compromise and Settlement Agreement is subject to approval by the Administrative 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 the same or to remand the matter to the Hearing Officer for a full hearing on the merits.

9. If approved, Artie's, LLC d/b/a Artie's agrees to make full payment of the civil penalty to the Division within fifteen (15) days of approval of this settlement by the Louisiana Gaming Control Board. Artie's LLC d/b/a Artie's agrees that failure to meet this requirement shall result in the immediate suspension of Artie's LLC d/b/a Artie's license without the necessity of further administrative action, until such time as the penalty is paid in full.

**Arthur H. Bradberry, Individually and on behalf of Artie's, LLC d/b/a Artie's**



**Frank J. Marullo, Individually**



**Michael L. Tyler, 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**

**IN RE: ARTIE'S, LLC  
D/B/A ARTIE'S**

**CASE NO. 2603113498**

**ORDER**

**BE IT REMEMBERED** that on this the 30<sup>th</sup> day of September 2013, came on for consideration the Joint Motion for Approval of Compromise and Settlement Agreement, and the Hearing Officer having considered the pleadings on file, the proposed Settlement Agreement, and 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 Licensee must pay a civil penalty of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) to the Division within fifteen (15) days of the approval by the Louisiana Gaming Control Board. Failure to do so shall result in the immediate suspension of the license of Artie's, LLC d/b/a Artie's without the necessity of any further administrative action, until such time as the penalty is paid in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, based upon Frank J. Marullo's stipulation to the factual findings and allegations made against him by the State of Louisiana, Department of Public Safety and Corrections, Office of State Police, Gaming Enforcement Division, it is the finding of this Administrative

Hearing Officer that Frank J. Marullo is unsuitable to participate in the Louisiana gaming industry.

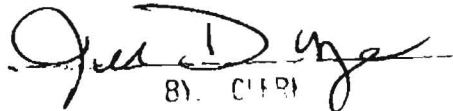
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, pursuant to the agreement of Artie's, LLC d/b/a Artie's, Frank J. Marullo will be permanently barred from entering upon and/or into the physical property where Artie's, LLC d/b/a Artie's conducts business operations as a video draw poker licensee.

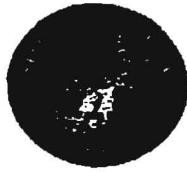
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that, pursuant to the agreement of Artie's, LLC d/b/a Artie's, Frank J. Marullo will be forever precluded from participating in the business affairs of Artie's, LLC d/b/a Artie's, in any capacity whatsoever.

SIGNED AND ENTERED this 30<sup>th</sup> day of September, 2013, in Baton Rouge, Louisiana.

  
**HEARING OFFICER**

LOUISIANA GAMING CONTROL BOARD  
I HEREBY CERTIFY THAT THE ABOVE  
IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL AS FILED IN MY OFFICE  
ON 30<sup>th</sup> DAY OF September 2013  
AT Baton Rouge, LOUISIANA  
cc: Christopher Yang  
R. Cary Sexton  
Michael Tyler  
Sgt. Leonard Sledge

A TRUE COPY ATTEST  
LOUISIANA GAMING CONTROL BOARD  
HEARING OFFICE  
BATON ROUGE, LA 9.30.13  
  
BY: CLERK



**State of Louisiana**  
**Gaming Control Board**

**BOBBY JINDAL**  
GOVERNOR

**DANE K. MORGAN**  
CHAIRMAN

Artie's, LLC  
d/b/a Artie's  
P.O. Box 452  
Grand Isle, Louisiana 70358

License No.: 2603113498  
Certified Mail No.  
7007 2680 0001 3440 1564

**NOTICE OF RECOMMENDATION OF REVOCATION; AND  
NOTICE OF RECOMMENDATION OF FINDING OF UNSUITABILITY**

Pursuant to the authority of the Louisiana Gaming Control Law, La. R.S. 27:1 et seq., the Louisiana Office of State Police has recommended to the Louisiana Gaming Control Board that your Type I Video Draw Poker License be revoked. The Office of State Police has further recommended that Arthur Bradberry and Frank J. Marullo be found unsuitable. These recommendations are based on the provisions of La. R.S. 27:309(A), La. R.S. 27:310(B)(1)(a, b & c), La. R.S. 27:310(B)(2), La. R.S. 27:310(C), La. R.S. 27:310(D), LAC 42:XI.2405(B)(6), LAC 42:XI.2417(A)(1), LAC 42:XI.2417(B)(1), LAC 42:XI.2417(B)(2)(a & c), and LAC 42:XI.2417(C)(1)(b, c, e & f), and the following allegations:

On or about October 29, 2008, the Louisiana Office of State Police, Gaming Enforcement Division (the "Division") conducted a video draw poker compliance inspection of Artie's, LLC d/b/a Artie's ("Artie's"). The inspection revealed that Frank J. Marullo was acting in a managerial or other authoritative capacity with Artie's. According to the Division's file on Artie's, Arthur Bradberry is the sole member of Artie's. The Division's file on Artie's did not contain any information with respect to Frank J. Marullo having previously submitted to a suitability background check or other approval with the Division regarding Artie's.

On or about November 3, 2008, the Division issued a 10-day letter to Artie's requesting that Frank J. Marullo submit, among other things, a completed Personal History Questionnaire. On or about November 12, 2008, the Division's 10-day letter was received by Artie's. On or about November 12, 2008, Arthur Bradberry contacted the Division with regard to the November 3, 2008, 10-day letter he had recently received from the Division. During the telephone conversation, Arthur Bradberry was asked if Frank J. Marullo had manager status or check writing abilities with Artie's. Arthur Bradberry advised the Division that Frank J. Marullo was writing checks from Artie's bank account after Hurricane Katrina on August 29, 2005, and up until Hurricane Gustav on September 1,

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2008. Mr. Bradberry further advised that he himself now writes the checks and Frank J. Marullo gives the checks to the vendors. Mr. Bradberry further said, "If you want him to submit an application, he will." The Division then advised Mr. Bradberry that if Frank J. Marullo was writing checks, he would be required to meet suitability. In response, Mr. Bradberry stated that he would have Frank J. Marullo complete an application.

On or about November 13, 2008, the Division received a call from Christopher Young, who held himself out to be the attorney for Arthur Bradberry. Mr. Young told the Division that Frank J. Marullo used to write checks and be in a managerial position with Artie's, but was not at the moment. Mr. Young then asked if the suitability documents for Frank J. Marullo still had to be submitted. The Division advised Mr. Young that the suitability documents for Frank J. Marullo did have to be submitted.

On or about December 23, 2008, the Division requested a copy of the bank signature card for Artie's checking account. The Division's review of Artie's bank signature card revealed that Frank J. Marullo was added as a signer on Artie's Community Trust Bank checking account on June 11, 2004, and that he was still listed as an authorized signer on the bank account. After discovering this information, the Division conducted an audit of Artie's to determine whether Frank J. Marullo was functioning in a managerial or other authoritative capacity with Artie's. The audit revealed that Frank J. Marullo was the signer on 192 out of 196 checks that were written on Artie's checking account from June 2008 through December 2008. In addition, Frank J. Marullo was the signer on several withdrawal slips that were processed on the same day as some of Artie's deposits, and for the same amount of money as the deposits. The audit revealed that Frank J. Marullo had signatory authority over Artie's business checking account number 554359 at Community Bank from at least June 11, 2004, to at least December 23, 2008. This information is contrary to the statements made by Arthur Bradberry and Christopher Young. To the Division's knowledge, Frank J. Marullo is still a signatory on the account. In addition, the audit revealed that Frank J. Marullo was materially involved in Artie's payroll process and the day-to-day operations of Artie's business, including the handling of large sums of cash withdrawals from Artie's account.

On or about December 8, 2008, the Division received Frank J. Marullo's suitability documents. On his Personal History Questionnaire, Frank J. Marullo listed his position as that of the "bartender" at Artie's. As for his criminal history, Frank J. Marullo listed two (2) arrests, an April 1980 "Firearms Charge" where he stated he served four (4) years in Forth Worth, Texas, and an April 1988 "Parole Violation - Gun Act" charge where he stated he served 48 months in Big Springs, Texas. No other arrests were provided.

On May 31, 2010, a reporter for WBRZ News Channel 2 of Baton Rouge, Louisiana, was in Grand Isle, Louisiana, recording a news story. During the



filming of the reporter's segment, the reporter spoke with Frank J. Marullo who identified himself to the reporter as being "bar manager" at Artie's. After the reporter's segment aired on television, the Division contacted the reporter who advised that Frank J. Marullo did introduce himself to her as the "manager" of Artie's.

The Division's criminal background check of Frank J. Marullo revealed the following criminal matters:

- November 20, 1970 – Simple Burglary and Possession of Stolen Property – Jefferson Parish Sheriff's Office, no further information was found for this arrest;
- October 21, 1971 – Possession of Marijuana & Possession with Intent to Distribute Marijuana – Jefferson Parish Sheriff's Office, charge dismissed (prescribed). According to the report associated with this matter, Frank J. Marullo attempted to sell two grams of Hashish to an undercover Grand Isle Police Officer;
- December 26, 1973 – Simple Burglary – Jefferson Parish Sheriff's Office, pleaded guilty to one (1) count of Receiving Stolen Things under plea deal 75-1197 on December 5, 1975, and was sentenced 2 years at hard labor suspended, 2 years of probation and paid a fine. The Simple Burglary charge was dismissed under plea deal 75-1197 on December 5, 1975. According to the report associated with this matter, Frank J. Marullo and another individual unlawfully entered a store, damaged various items within the store and stole some hunting and pocket knives as well as wrist watches from a display case, and used the knives to damage other property within the store. The two gentlemen also attempted to access the store's safe by hitting it with sledge hammers that they acquired inside of the store;
- January 10, 1974 – Simple Burglary and Possession of Stolen Property – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- January 17, 1974 – Possession of Stolen Property – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- January 24, 1974 – Possession of Stolen Property – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- June 17, 1974 – Possession of Stolen Property – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- August 9, 1974 – Possession of Stolen Property – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- August 20, 1974 – Criminal Damage to Property – Jefferson Parish Sheriff's Office. According to the report associated with this matter, Frank J. Marullo vandalized a truck in front of Landry's Supermarket.



Frank J. Marullo "ice picked" the truck's tires, then used a hammer to break the windshield, head lights, and outside rearview mirror of the truck. Frank J. Marullo then poured gasoline over the food that was in the back of the truck (dismissed under plea deal 75-1197 on December 5, 1975);

- August 20, 1974 – Simple Burglary – Jefferson Parish Sheriff's Office. According to the report associated with this matter, Frank J. Marullo and Daryl Wayne Davis burglarized a home/camp in Lafourche Parish and stole a \$2,500.00 refrigerator (dismissed under plea deal 75-1197 on December 5, 1975); and
- September 4, 1974 – Warrant for Theft (\$520) and Warrant for Theft (\$275) – Jefferson Parish Sheriff's Office (dismissed under plea deal 75-1197 on December 5, 1975);
- January 1, 1981 – Illegal Carrying of Weapons (.25 auto) – New Orleans Police Department, no further information was found for this arrest;
- July 23, 1984 – Assault of a Federal Officer and Violation of the Federal Gun Control Act – US Coast Guard. According to the report associated with this matter, Frank J. Marullo had a weapon on his person when he had an altercation with a US Coast Guard Officer;
- March 10, 1985 – Aggravated Assault, Resisting an Officer, Simple Battery on Police Officers and Possession of a Firearm by a Convicted Felon – Federal Probation and Parole. According to the report associated with this matter, Frank J. Marullo walked into a bar and "picked a fight" with a patron. Frank J. Marullo had been previously banned from the bar for prior fights. Frank J. Marullo was arrested and transported to the Grand Isle Police Department's jail. Once there, Frank J. Marullo demanded to be placed in a jail cell and verbally threatened to kill the persons he was fighting at the bar. Frank J. Marullo then proceeded to damage the inside of the jail cell he was placed in by violently smashing things in the cell. Frank J. Marullo also cursed at the officers and threatened to get them once he got out of jail;
- April 21, 1985 – Aggravated Assault, Illegal Carrying of Weapons, Felon in Possession of a Firearm, Resisting an Office, and Assault/Battery on Police Officer – Grand Isle Police Department/Federal Probation and Parole, pleaded guilty to 1 count of Violation of Federal Gun Control Act, sentenced to 5 years active probation. According to the report associated with this matter, Frank J. Marullo was in a bar when he began to argue with a man over a dice game. Frank J. Marullo pulled a gun from his waistband and threatened to shoot the man. There was a scuffle. Frank J. Marullo then fired five (5) shots at the man that he had scuffled with. He then forced the man, at gun point, to drive him to a nearby diner to look for his girlfriend. Frank J. Marullo was arrested at the diner, and a .25 caliber Beretta semi-automatic handgun was found in his waistband. Frank J. Marullo was transported to the Grand Isle Police Department's jail where he began to resist arrest and kicked a Grand Isle police officer;
- May 4, 1985 – Simple Burglary – Jefferson Parish Sheriff's Office, probation revoked sentenced to 2 years;

- April 21, 1989 – Attempted First Degree Murder and Simple Criminal Damage to Property (\$200) – Jefferson Parish Sheriff's Office, found guilty, sentenced to 41 months and 3 years supervised parole upon his release and prohibited from possessing any controlled substances. According to the report associated with this matter, Frank J. Marullo fired numerous gun shots at two men as they were departing from IGA Grocery Store in Grand Isle, Louisiana. One man was struck in the foot by one of the shots, while the other man was shot in the hand;
- October 28, 1989 – Violation of Firearms Owners Act of 1986 – FBI, a True Bill was issued and Frank J. Marullo pleaded guilty to the charge of Felon in Possession of a Firearm; and
- May 19, 2006 – Simple Battery Involving Domestic Violence – Kenner Police Department, dismissed. According to the report associated with this matter, a Kenner Police Detective observed a truck driving erratically. The detective observed the driver of the truck using his fist to repeatedly strike the front seat passenger. The truck then pulled to the shoulder of I-10 and the driver continued to beat the passenger. The detective pulled to the shoulder to render assistance to the passenger. Upon arriving to the vehicle, the detective noticed that the driver, identified as Frank J. Marullo, exited the vehicle and threw a cell phone into the bed of the truck. Frank J. Marullo then began to yell expletives at the passenger, identified as his wife, who was still seated in the passenger seat. The detectives immediately handcuffed and detained Frank J. Marullo and investigated the scene. The investigation revealed that Frank J. Marullo wanted to go to Home Depot to shop but his wife did not. His wife attempted to call a relative to pick up her and the four children that were with them. Frank J. Marullo became enraged, grabbed the cell phone from his wife and began beating her. Mrs. Marullo refused to press charges.

On November 18, 2010, the Division obtained arrest warrants from the 24<sup>th</sup> Judicial District Court charging Frank J. Marullo with making false statements on his Personal History Questionnaire and/or on other documents that he submitted to the Division.

On November 23, 2010, agents of the Division made contact with the Grand Isle Police Department and requested documents pertaining to excluded persons from Artie's Sports Bar. The Chief of the Grand Isle Police Department advised the Division agents that Frank J. Marullo would request, sign for and receive "official" letters issued by the Grand Isle Police Department that would ban persons from Artie's Sports Bar. Additionally, when asked who owned Artie's Sports Bar, the Chief of Police responded, "Artie (Arthur Bradberry), A.P. (Marullo) and Frankie (Frank J. Marullo), all three own it."

On November 23, 2010, the Division agents arrested Frank J. Marullo in the parking lot of Artie's. While being arrested, the Division agents performing the arrest asked Frank J. Marullo what he did for Artie's. Frank J. Marullo responded,



"I'm the manager." At the time of the arrest, Frank J. Marullo possessed cash of \$5,545.00 in his pockets. Additionally, Frank J. Marullo had some cash inside a white Community Trust Bank bag that was in his vehicle.<sup>1</sup> When asked if he had any guns, money or valuables inside of the truck he was exiting out of when he was arrested, Frank J. Marullo claimed that he had about \$18,000.00 in his vehicle and wanted his wife, Rhea Marullo, called to the bar to take possession of the money. When asked by the Division agents if Frank J. Marullo wanted to contact the listed owner Arthur Bradberry to come and get the money, he responded, "No, call my wife."

The Division agents then asked Frank J. Marullo if he had the keys to open Artie's. Frank J. Marullo advised that he did have the keys on his key ring. The Division agents and Frank J. Marullo then went inside of Artie's to count the money that was inside of the white Community Trust Bank bag. While inside of Artie's, Frank J. Marullo gave the Division agents permission to search the business office of Artie's. Inside of the business office was a large trunk with a pad lock on it. Frank J. Marullo gave the Division agents the key for the pad lock and permission to search the trunk. Inside the trunk the Division agents found, among other things, loose documents addressed to Artie's Sports Bar or Frank (Frankie) Marullo. When Frank J. Marullo's wife arrived she took custody of the money from the Division, which was \$12,266.25. Thereafter, Frank J. Marullo advised his wife as to how to distribute the money into each of the gaming device tills, the bar till, and the house account.

While the Division agents were processing the scene where they arrested Frank J. Marullo, an associate of Hepting's A/C and Heating arrived at Artie's and attempted to enter. The associate of Hepting's advised the Division agents that he was there to give the owner of Artie's Hepting's bill for recent air conditioning work that was performed at Artie's. The Division agents asked the associate who, to his knowledge, owned Artie's. The associate of Hepting's responded, "Frankie does." The associate of Hepting's was then asked if he knew for how long Frankie had owned Artie's. The associate responded, "Let's see, I'd guess about ten years, yeah, about ten years now."

Frank J. Marullo failed to disclose his complete criminal history to the Division, provided false information on his Personal History Questionnaire, and failed to disclose his true role with respect to the business affairs of Artie's LLC d/b/a Artie's. Arthur Bradberry provided false information to the Division during its investigation of Frank J. Marullo, and failed to notify the Division of Frank J. Marullo's participation in the business affairs of Artie's, LLC d/b/a Artie's. In addition, the Division's investigation of Frank J. Marullo revealed information that he may be a hidden owner of Artie's or the licensed establishment.

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<sup>1</sup> Also in the bag were a Sam's Wholesale "Business Member Gold Key" card with the name Frank Marullo/Artie's Sports Bar, LLC on it.

You have the right to request an administrative hearing with the Hearing Officer of the Louisiana Gaming Control Board. Your written request for a hearing must be filed with the Administrative Docket Clerk within ten (10) calendar days of your receipt of this notice. If your request for a hearing is not filed within ten (10) calendar days of your receipt of this notice, you will have waived your right to any review and your license will be revoked and Arthur Bradberry and Frank J. Marullo will be found unsuitable without further proceedings. If your request for a hearing is filed within ten (10) calendar days of your receipt of this notice, you will be notified of the date, time and place of your hearing and you may continue operating under your existing license until there has been a final determination of this matter by the Louisiana Gaming Control Board. Please address your request for a hearing to the following person:

Administrative Docket Clerk  
Louisiana Gaming Control Board  
224 Florida Street, Suite 202  
Baton Rouge, LA 70801  
(225) 219-4515 phone  
(225) 219-4518 fax

The hearing will be conducted in accordance with the provisions of the Administrative Procedure Act, La. R.S. 49:950, et seq. You may have an attorney represent you at the hearing at your own expense.

In accordance with rules adopted by the Louisiana Gaming Control Board, a fee of \$100.00 is assessed to defray the costs of preparing the administrative record and transcript of the administrative hearing. If such costs exceed \$100.00, you will be responsible for the additional amount; if such costs are less than \$100.00, you will be refunded the difference. Please remit this fee, prior to the date of the hearing, to the Administrative Docket Clerk at the above address in the form of a certified check or money order made payable to the Louisiana Gaming Control Board.

Signed on this the 8<sup>th</sup> day of December, 2011.

Sincerely,

LOUISIANA GAMING CONTROL BOARD

BY:

  
DANE K. MORGAN, CHAIRMAN

DKM/MLT/

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Sent To: **D/B/A ARTIE'S**  
**P.O. Box 452**  
**GRAND ISLE, LA. 70358**

Street, A or PO Box  
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*Mailed 2/12/11*  
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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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**ARTIE'S LLC**  
**D/B/A ARTIE'S**  
**P.O. Box 452**  
**GRAND ISLE, LA. 70358**

2. Article Number  
 (Transfer from service label)

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B. Received by (Printed Name)  
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C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:

3. Service Type  
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 Registered  Return Receipt for Merchandise  
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4. Restricted Delivery? (Extra Fee)  Yes

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State of Louisiana

Gaming Control Board

Suite A

4307 Bluebonnet Blvd.

Baton Rouge, Louisiana 70809

DPSGB002

**CERTIFIED MAIL**



7007 2680 0001 3440 1564

ARTIE's, LLC

D/B/A ARTIE'S

P.O. BOX 452

GRAND ISLE, LA. 70358

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