



State of Louisiana
Gaming Control Board

BOBBY JINDAL
GOVERNOR

DANE K. MORGAN
CHAIRMAN

**IN RE: R.T. & C.T., L.L.C.
D/B/A STARFISH DAIQUIRI
NO. 2603110417**

ORDER

This matter was considered by the Louisiana Gaming Control Board at its meeting of May 19, 2011. The Hearing Officer's order dated May 9, 2011, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Amended Notice of Recommendation of Recommendation of Revocation," No. 2603110417, by and between R.T. & C.T., L.L.C. d/b/a Starfish Daiquiri, 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 19th day of May, 2011.

LOUISIANA GAMING CONTROL BOARD

BY:


DANE K. MORGAN, CHAIRMAN

DKM/gac

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 20th DAY
OF May, 2011.

APPEAL DOCKET CLERK



LGCB-0672-11

RECEIVED

By GERALYN COLEMAN at 1:03 pm, May 09, 2011

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RECEIVED

MAY 09 2011

LGCB
ADMINISTRATIVE HEARING OFFICE

RE: RT & CT, INC. D/B/A STARFISH DAIQUIRI

2603110417

**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 RT & CT, LLC d/b/a Starfish Daiquiri (hereinafter, "Starfish Daiquiri"), 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 Starfish Daiquiri 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.



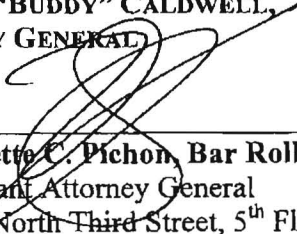
Louisiana Gaming Control Board

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

Respectfully Submitted,

By: 

Timothy A. Porteous, Bar Roll #27040
1525 Airline Drive
Metairie, LA 70001
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Facsimile: (504) 324-4887
*Counsel for RT & CT, LLC d/b/a
Starfish Daiquiri*

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ATTORNEY GENERAL
By: 

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Assistant Attorney General
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Counsel for the Office of State Police

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RE: RT & CT, INC. D/B/A STARFISH DAIQUIRI

2603110417

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and RT & CT, LLC d/b/a Starfish Daiquiri (hereinafter, "Starfish Daiquiri"), do hereby represent and agree as follows:

WHEREAS, the Louisiana Gaming Control Board has issued a Notice of Recommendation of Revocation and Finding of Unsuitability on December 11, 2009 and an Amended Notice of Recommendation of Revocation on March 21, 2011 to Starfish Daiquiri alleging certain violations of Louisiana Gaming Control Law; and

WHEREAS, the issues raised by the said notices are set for hearing before the Louisiana Gaming Control Board Administrative Hearing Office on May 9, 2011; and

WHEREAS, the Division and Starfish Daiquiri are desirous of fully and finally compromising and settling all issues and disputes arising out of and in connection with said notices;

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

STIPULATIONS

1. On October 29, 2008, a video poker inspection revealed that Jerry C. Vedros ("Mr. Vedros") was employed by Starfish Daiquiri for approximately five years as a manager with the duties of writing checks, hiring and firing employees, and overseeing day-to-day



operations. Although Mr. Vedros had the ability to exercise significant influence over the activities of the licensee, prior to the inspection, Mr. Vedros had not submitted to a suitability investigation by the Division. Henry E. Mount, Jr. ("Mr. Mount") was the President and 100% owner of RT & CT, Inc. Mr. Mount is currently the 100% owner of RT & CT, LLC.

2. On October 29, 2008, Mr. Vedros stated to the Division that he managed and wrote checks for the business, hired and fired people, and "ran" both the restaurant and daiquiri store. Further investigation revealed that Mr. Vedros was added to Starfish Daiquiri's South Lafourche Bank and Trust Company ("South Lafourche") account as an authorized signatory on April 23, 2003.

3. On November 3, 2008, the Division requested that Mr. Vedros submit a Personal History Questionnaire ("PHQ") with releases and two fingerprint cards. The Division also requested that Starfish Daiquiri add the required number of officers to the corporation, amend its Articles of Incorporation and notify the Louisiana Secretary of State.

4. On December 10, 2008, the Division received Mr. Vedros' PHQ listing Mr. Vedros as the Treasurer of Starfish Daiquiri. The requested Articles of Incorporation were not submitted to the Division. The Division's file contained no information regarding the appointment of Mr. Vedros as the Treasurer of Starfish Daiquiri. However, a document titled "Minutes of Meeting of RT & CT, Inc." dated January 10, 2005, stated that Mr. Mount was the president and treasurer and Mr. Vedros was the secretary.

5. A criminal history check on Mr. Vedros revealed seven arrests spanning from 1980 – 1992. However, Mr. Vedros only listed one arrest on his PHQ. On April 9, 2009, the Division reviewed the PHQ with Mr. Vedros. Mr. Vedros did not add any other arrests or convictions thereby providing false and misleading information.

6. On December 11, 2009, the Division issued a Notice of Recommendation of Revocation and Finding of Unsuitability to Starfish Daiquiri recommending that the Type 1 license of Starfish Daiquiri be revoked and Mr. Vedros be deemed unsuitable to participate in the Louisiana gaming industry.

7. On April 28, 2010, the Division received documentation that RT & CT, Inc. was converted to RT & CT, LLC effective February 11, 2010. The documents state that Mr. Mount is the 100% owner of RT & CT, LLC.

8. On May 12, 2010, a follow-up investigation was conducted on Starfish Daiquiri. Mr. Mount stated to the Division that Mr. Vedros was no longer in a management position with Starfish Daiquiri. However, the investigation revealed that Mr. Vedros was still an authorized signatory on the daiquiri store's South Lafourche bank account.

9. After several requests by the Division, Starfish Daiquiri provided the Division with proof that Mr. Vedros was removed from the daiquiri store's South Lafourche bank account on May 18, 2010.

10. On May 20, 2010, the Division requested that Starfish Daiquiri provide it with the South Lafourche cancelled checks. After no response from Starfish Daiquiri, the Division faxed the request directly to South Lafourche. The bank did not have cancelled checks for the account, but an April 2010 statement revealed that a check was written to and deposited by Mr. Vedros into the account.

11. On September 9, 2010, RT & CT, LLC d/b/a Starfish Daiquiri was sold to JHM Enterprises of Grand Isle, LLC.

12. On January 16, 2011, while the adjudication of the matter was pending, Mr. Vedros died.

13. On March 21, 2011, an Amended Notice of Recommendation of Revocation was issued by the Division to Starfish Daiquiri recommending that its Type 1 license be revoked for its employment of an individual recommended to be found unsuitable and lack of honesty throughout the investigation.

14. Mr. Mount, 100% owner of Starfish Daiquiri, allowed an individual recommended to be found unsuitable to manage and operate Starfish Daiquiri in a position to exercise significant influence over the activities of the licensee for approximately five years.

15. Throughout the investigation, Mr. Mount was not timely in his responses to the request of the Division and did not provide accurate information.

TERMS AND CONDITIONS

1. In lieu of revocation, Starfish Daiquiri will pay a civil penalty of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars.

2. The Division hereby agrees to accept Starfish Daiquiri's payment of the above stated penalty in full and final settlement of the Amended Notice of Recommendation of Revocation.

3. The Division hereby agrees to dismiss the Amended Notice of Recommendation of Revocation against Starfish Daiquiri.

4. 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 Starfish Daiquiri's suitability.

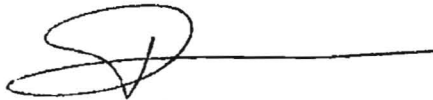
5. The terms of this Compromise and Settlement Agreement shall be interpreted under the laws of the State of Louisiana.

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

7. 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 Starfish Daiquiri'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.



**Timothy A. Porteous, on behalf of RT & CT, LLC
d/b/a Starfish Daiquiri**



**Nicolette C. Pichon, 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: RT & CT, INC. D/B/A STARFISH DAIQUIRI

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ORDER

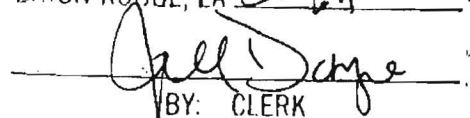
BE IT REMEMBERED that on the 9th day of May, 2011, came on for consideration the Joint Motion for Approval of Compromise and Settlement Agreement, and the parties having appeared by and through their respective attorneys of record, and the Hearing Officer having considered the pleadings on file, the 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 Licensee 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 licenses without the necessity of any further administrative action until such time as the penalty is paid in full.

SIGNED AND ENTERED this 9th day of May, 2011, in Baton Rouge, Louisiana.


HEARING OFFICER

A TRUE COPY ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE, LA 5/9/11


BY: CLERK

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 9th DAY
OF May, 2011.
DOCKET CLERK, ADMINISTRATIVE HEARING OFFICE

cc: Timothy A. Porteus
Nicolette Pehan
Sgt. Lionel Subley