



State of Louisiana
Gaming Control Board

BOBBY JINDAL
GOVERNOR

DALE A. HALL
CHAIRMAN

IN RE: COURISTAN, INC.
NO. P086503053

ORDER

This matter was considered by the Louisiana Gaming Control Board at its meeting of April 18, 2013. The Hearing Officer's order dated April 8, 2013, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Denial of Original Application, Notice of Recommendation of Findings of Unsuitability, by and between Couristan, Inc., No.P086503053, 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 18th day of April, 2013.

LOUISIANA GAMING CONTROL BOARD

BY:



DALE A. HALL, CHAIRMAN

LOUISIANA GAMING CONTROL BOARD
I HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 19th **DAY**
OF April, 2013
APPEAL DOCKET CLERK

LGCB-2143-13-B

RECEIVED

By Geralyn Coleman at 9:45 am, Apr 09, 2013

EXHIBIT "A"

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

IN RE: COURISTAN, INC.

CASE NO. P086503053

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter "the Division") and Couristan, Inc. (sometimes hereinafter referred to as "Applicant") do hereby represent and agree as follows:

WHEREAS, the Louisiana Gaming Control Board has sent a Notice of Recommendation of Denial of Original Application; Notice of Recommendation of Findings of Unsuitability to Couristan, Inc., (the "Notice"), which Notice contains allegations of certain violations of Louisiana Gaming Control Law; and

WHEREAS, the issues raised by said Notice are set for hearing on March 11, 2013, before the Louisiana Gaming Control Board Administrative Hearing Office; and

WHEREAS, the Division and Applicant 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. On November 9, 2011, Couristan, Inc. submitted a Level II Business Application for a Non-Gaming Supplier Permit to the Division.

2. According to the application that was submitted, George Couri is the Chairman of Couristan, Inc. and owns 37.95% of the business. Ronald Couri is the President of Couristan, Inc. and owns 37.95% of the business. The remaining 24.10% of Couristan, Inc. is owned in trusts for Eleanor Couri.

3. The Division's background investigation of Couristan, Inc. revealed information evidencing that Couristan, Inc. had previously been issued Non-Gaming Supplier Permits numbered P086502652 and P086501810. Permit number P086501810 was withdrawn on May 17, 2003 and permit number P086502652 expired on May 16, 2011.

4. The Division's background investigation also revealed that George Couri and Ronald Couri were both previously found suitable in connection with Non-Gaming Supplier Permits number P086502652 and P086501810 that were previously held by Couristan, Inc.

5. As a part of the application process, George Couri and Ronald Couri were required to submit Personal History and Financial Record Applications in connection with Couristan, Inc.'s November 9, 2011 application.

6. The Notice alleges that the Division's background investigation of George Couri and Ronald Couri's Personal History and Financial Record Applications revealed information that George Couri and Ronald Couris both failed to disclose on their Personal History and Financial Record Applications.

7. The Notice alleges that George Couri and Ronald Couri's failures to disclose information on their Personal History and Financial Record Applications has precluded the Division from being able to properly assess George Couri and Ronald Couri's suitability to participate in Louisiana's gaming industry.

8. Couristan, Inc. has requested to withdraw its November 9, 2011 application, as well as the Personal History and Financial Record Applications of George Couri and Ronald Couri.

9. The Division has agreed to grant the withdrawal requests.

TERMS AND CONDITIONS

1. In lieu of a hearing on the recommended denial of its application, Couristan, Inc. shall be allowed to withdraw its November 9, 2011, Level II Business Application for a Non-Gaming Supplier Permit Application, and George Couri and Ronald Couri shall be allowed to withdraw their Personal History and Financial Record Applications that were submitted in connection with the application.

2. The Division hereby agrees to accept Couristan, Inc., George Couri and Ronald Couri's withdrawals.

3. Couristan, Inc., George Couri and Ronald Couri agree to not apply for any gaming license or permit authorized by the Louisiana Gaming Control Law, either directly or indirectly or through an affiliate or subsidiary company for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board. Further, Couristan, Inc., George Couri and Ronald Couri agree to not do business with any Louisiana casino gaming licensee or casino operator for the provision of any items to be installed in or services to be provided to a Louisiana casino property, including transactions in which the compensation or remuneration from doing such business is under the threshold amount provided under La. R.S. 27:29.3(A)(1), for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board.

4. By affixing their signature to this Compromise and Settlement Agreement, George Couri and Ronald Couri attest that they understand and accept the prohibitions against themselves and Couristan, Inc. Further, they attest that they have the

requisite authority to execute this agreement on behalf of Couristan, Inc. and to bind Couristan, Inc. to the prohibitions provided herein.

5. The Division reserves the right to take into consideration the allegations presented in the Notice of Recommendation of Denial of Original Application; Notice of Recommendation of Findings of Unsuitability that was issued to Couristan, Inc. by the Louisiana Gaming Control Board on July 11, 2012, in connection with any future investigations, violations or assessments of a penalty.

6. The Division recognizes that this settlement is intended to compromise disputed claims, and shall not be construed or viewed as an admission or finding of wrongdoing by, or unsuitability of, Couristan, Inc., George Couri or Ronald Couri.

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

8. This Compromise and Settlement Agreement constitutes the entire agreement between the Division and Applicant, regarding the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

9. 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 the same or to remand the matter to the Hearing Officer for a full hearing on the merits.

10. Couristan, Inc. shall be allowed to withdraw its Level II Business Application for a Non-Gaming Supplier Permit Application, and George Couri and Ronald Couri shall be allowed to withdraw their Personal History and Financial Record Applications that were submitted with Couristan, Inc.'s application.

11. Couristan, Inc., George Couri and/or Ronald Couri shall not apply for any gaming license or permit authorized by the Louisiana Gaming Control Law, either directly or indirectly or through an affiliate or subsidiary company for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board. Further, Couristan, Inc., George Couri and/or Ronald Couri agree to not do business with any Louisiana casino gaming licensee or casino operator for the provision of any items to be installed in or services to be provided to a Louisiana casino property, including transactions in which the compensation or remuneration from doing such business is under the threshold amount provided under La. R.S. 27:29.3(A)(1), for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board.

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

George Couri, both individually and as Chairman on behalf of Couristan, Inc.

R Couri - President

Ronald Couri, both individually and as President on behalf of Couristan, Inc.

[Signature]

Michael L. Tyler, AAG on behalf of the Louisiana State Police, Gaming Division

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George Couri, both individually and as Chairman on behalf of Couristan, Inc.

Ronald Couri, both individually and as President on behalf of Couristan, Inc.



Michael L. Tyler, AAG on behalf of the Louisiana State Police, Gaming Division

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ADMINISTRATIVE HEARING OFFICE

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

IN RE: COURISTAN, INC.

CASE NO. P086503053

**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 ("the Division") and Couristan, Inc. (hereinafter "Applicant"), 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 Applicant 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.

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

Respectfully Submitted,

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

By: 

~~Stephen W. Rider (#02071)~~
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*Counsel for Couristan, Inc.,
George Couri and Ronald Couri*

By: 

Michael L. Tyler, #29463
Assistant Attorney General
1885 North Third Street, 5th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 326-6500
Facsimile: (225) 326-6599
Counsel for the Division

EXHIBIT "A"

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APR 05 2013

LGCB
ADMINISTRATIVE HEARING OFFICE

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

IN RE: COURISTAN, INC.

CASE NO. P086503053

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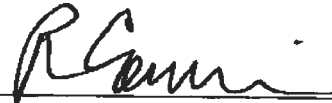
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I have read this entire Compromise Settlement Agreement and agree to all stipulations and terms and conditions hereof.



George Couri, both individually and as Chairman on behalf of Couristan, Inc.



Ronald Couri, both individually and as President on behalf of Couristan, Inc.

Michael L. Tyler, AAG on behalf of the Louisiana State Police, Gaming Division

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

IN RE: COURISTAN, INC.

CASE NO. P086503053


ORDER

BE IT REMEMBERED that on this the 8th day of ~~March~~ ^{April}, 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 Couristan, Inc. shall be allowed to withdraw its Level II Business Application for a Non-Gaming Supplier Permit Application, and George Couri and Ronald Couri shall be allowed to withdraw their Personal History and Financial Record Applications that were submitted with Couristan, Inc.'s application; that Couristan, Inc., George Couri and/or Ronald Couri shall not apply for any gaming license or permit authorized by the Louisiana Gaming Control Law, either directly or indirectly or through an affiliate or subsidiary company, for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board; and that Couristan, Inc., George Couri and/or Ronald Couri shall not do business with any Louisiana casino gaming licensee or casino operator for the provision of any items to be installed in or services to be provided to a Louisiana casino property, including transactions in which the compensation or remuneration from

doing such business is under the threshold amount provided under La. R.S. 27:29.3(A)(1), for a period of sixty (60) months from the date of the approval of this agreement by the Louisiana Gaming Control Board.

SIGNED AND ENTERED this 8th day of March, 2013, in Baton Rouge, Louisiana.


HEARING OFFICER

LOUISIANA GAMING CONTROL BOARD
BY: Paul Dupre DAY
ADMINISTRATIVE HEARING OFFICE

cc: Stephen W. Reder
Curtis J. Brown
Michael Tyle
Sgt. Monroe Sebley

A TRUE COPY ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE LA 4-9-13

Paul Dupre
BY: CLERK