



State of Louisiana
Gaming Control Board

BOBBY JINDAL
GOVERNOR

H. CHARLES GAUDIN
CHAIRMAN

**IN RE: 190 TRUCK STOP, LLC D/B/A
GRAND POINT GRAND CASINO
NO. 4700513410**

ORDER


This matter was considered by the Louisiana Gaming Control Board at its meeting of February 17, 2009. The Hearing Officer's order dated January 28, 2009, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Administrative Action," No. 4700513410, by and between 190 Truck Stop, LLC d/b/a Grand Point Grand Casino, 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 17th day of February, 2009.

LOUISIANA GAMING CONTROL BOARD

BY:


H. CHARLES GAUDIN, CHAIRMAN

LOUISIANA GAMING CONTROL BOARD
HEREBY CERTIFY THAT A CERTIFIED
COPY HAS BEEN MAILED OR SERVED ON
ALL PARTIES THIS 18th DAY
OF February, 2009
APPEAL DOCKET CLERK


HJC/gac

STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RECEIVED

JAN 28 2009

LGCB
ADMINISTRATIVE HEARING OFFICE

RE: 190 TRUCK STOP, LLC D/B/A GRAND POINT GRAND CASINO 4700513410

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

TO THE HONORABLE ADMINISTRATIVE HEARING OFFICER:

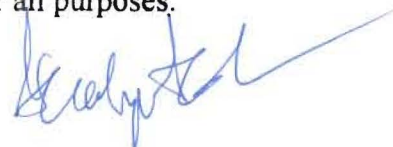
NOW COME the State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and 190 Truck Stop, LLC d/b/a Grand Point Grand Casino (hereinafter, "Grand Point Grand Casino"), who file this Joint Motion for Approval of Compromise and Settlement Agreement, and in support thereof would respectively show unto the Hearing Officer as follows:

1.

The Division and Grand Point Grand Casino 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.



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STATE OF LOUISIANA
LOUISIANA GAMING CONTROL BOARD
ADMINISTRATIVE HEARING OFFICE

RE: 190 TRUCK STOP, LLC D/B/A GRAND POINT GRAND CASINO 4700513410

COMPROMISE AND SETTLEMENT AGREEMENT

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter, the "Division") and 190 Truck Stop, LLC d/b/a Grand Point Grand Casino (hereinafter, "Grand Point Grand Casino"), do hereby represent and agree as follows:

WHEREAS, the Louisiana Gaming Control Board has issued a Notice of Recommendation of Administrative Action to Grand Point Grand Casino alleging certain violations of Louisiana Gaming Control Law; and

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

WHEREAS, the Division and Grand Point Grand Casino 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. On March 25, 2008, the Louisiana State Police Gaming Licensing Section ("the Division") was notified regarding the closure of the Stockpile Tavern Restaurant that is part of 190 Truck Stop, LLC d/b/a Grand Point Grand Casino ("Grand Point Grand Casino").

2. On March 28, 2008, investigating troopers for the Division conducted an on-site inspection of Grand Point Grand Casino. Two cashiers of the convenience store told the investigating troopers that the restaurant was closed. During the inspection, the investigating troopers noticed that the restaurant appeared to be under renovation.

3. On March 28, 2008, investigating troopers met with Eric Louque, the owner of the restaurant. Mr. Louque advised that the restaurant was open, but was in the process of changing ownership. The Division was not notified of the change in ownership. At the time of inspection, the restaurant only had forty-four seats available for patrons. Subsequently, Mr. Louque added one additional table and six chairs to the restaurant in an attempt to comply with the truck stop requirement. The restaurant also did not have a cash register.

4. According to the menu produced by Mr. Louque, a variety of sandwiches, salads, seafood platters, steaks and hamburgers should have been available at the restaurant. Mr. Louque reported that due to the renovations, the restaurant was only serving ham and turkey sandwiches. No items from the menu were available at the time of inspection. Further, an inspection of the restaurant's kitchen revealed four unopened packs of sliced ham in the refrigerator, some molded bread buns, and some condiments. Alcoholic and non-alcoholic beverages were not for sale. After the agent informed Mr. Louque that he did not see any bread or turkey meat in order to make the turkey sandwiches, Mr. Louque went to the store and got a new loaf of bread.

5. Mr. Louque and Ms. Danielle Elder, the restaurant's waitress/cook/cashier, stated that the restaurant had no sales in the past few days. Ms. Elder stated that she was currently the only employee working in the restaurant. The Division files show that the restaurant hours of operation were from 4:00 a.m. to 2:00 p.m. and then 5:00 p.m. to 10:00 p.m., seven days a week. Mr. Louque stated that the hours of operation have changed to 10:00 a.m. to 10:00 p.m., seven days a week. Mr. Louque did not notify the Division of the change in hours of operation.

6. The truck stop originally had fifty five parking spaces for eighteen wheel tractor-trailer motor vehicles. However, on the date of inspection fifteen of those parking spaces were taken up by abandoned dump trucks, mobile home trailers, tractor trailers, and rusted scrap

metal. In addition, one parking space was being used as a travel lane leading to a private driveway for adjoining property.

7. On July 16, 2008, an investigating trooper for the Division re-inspected the truck stop. One of the investigating troopers spoke to Brenda Roberson, owner and manager of the Stockpile Restaurant. She stated that she leased the restaurant from the truck stop.

8. At the time of re-inspection, the agent discovered that the restaurant renovations were complete and the restaurant was open from 9:00 am to 9:00 pm seven days a week. Sixty-four seats were available for patrons. The restaurant also had a fully equipped kitchen and varied menu. The parking lot was clear with room for the required fifty parking spaces for eighteen wheel tractor-trailer vehicles and enough room for travel lanes.

9. As of July 17, 2008, Grand Point Grand Casino was in full compliance with all the regulations governing truck stops.

TERMS AND CONDITIONS

1. In lieu of administrative action, Grand Point Grand Casino will pay a civil penalty of Fifteen Thousand and No/100 (\$15,000.00) Dollars.

2. The Division hereby agrees to accept Grand Point Grand Casino's payment of the above stated penalty in full and final settlement of the Notice of Recommendation of Administrative Action.

3. The Division hereby agrees to dismiss the Notice of Recommendation of Administrative Action against Grand Point Grand Casino.

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 Grand Point Grand Casino's suitability.

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

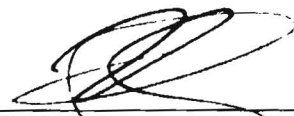
6. This Compromise and Settlement Agreement constitutes the entire agreement between the Division and Grand Point Grand Casino, pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

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 Grand Point Grand Casino'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.



Donald O. Cotton, on behalf of 190 Truck Stop, LLC d/b/a
Grand Point Grand Casino



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: 190 TRUCK STOP, LLC D/B/A GRAND POINT GRAND CASINO 4700513410

ORDER

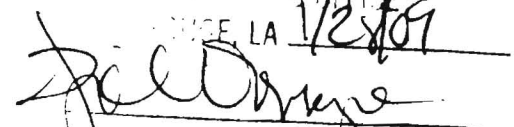
BE IT REMEMBERED that on the 20th day of January, 2009, came on for consideration the Joint Motion for Approval of Compromise and Settlement Agreement, and the parties having appeared by and through their respective attorneys of record, and the Hearing Officer having considered the pleadings on file, 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**; that the Licensee must pay Fifteen Thousand and No/100 (\$15,000.00) 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 20th day of January, 2009, in Baton Rouge, Louisiana.


HEARING OFFICER

DO NOT ATTEST
LOUISIANA GAMING CONTROL BOARD
HEARING OFFICE
BATON ROUGE, LA 7/28/09


BY: CLERK

20th
January 2009
Clerk, Administrative Hearing Office
Donald Cotton
Nicolete Pichon
Sgt. Lionel Sibley