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10 **BEFORE THE**  
11 **CALIFORNIA GAMBLING CONTROL COMMISSION**  
12 **STATE OF CALIFORNIA**

15 **In the Matter of the Accusation Against:**  
16 **Normandie Club**, General Partnership, License  
No. GEOW-001099, dba:  
17 **Normandie Club**, Gambling Establishment,  
license no. GEGE-000448;  
18 General Partners:  
19 **Russell Miller**, License No. GEOW-001100,  
**Lawrence Miller**, License No. GEOW-001102,  
20 **Gregory Miller**, License No. GEOW-001103, &  
**Stephen Miller**, License No. GEOW-001104.  
1045 West Rosecrans Avenue  
21 Gardena, CA 90247  
22 **Respondents.**

**BGC No.: BGC-HQ2013-00002AC**  
**OAH No. 2013120253**  
**STIPULATED SETTLEMENT,**  
**DECISION AND ORDER**

1 **STIPULATED SETTLEMENT**

2 **PURPOSE OF THIS STIPULATED SETTLEMENT**

3 This Stipulated Settlement resolves the above-titled Accusation, as it pertains to  
4 respondent Normandie Club (Partnership), a general partnership that owns and operates the  
5 Normandie Club, a licensed gambling establishment, and its partners, respondents Russell  
6 Miller (R. Miller),<sup>1</sup> Lawrence Miller (L. Miller), Gregory Miller (G. Miller), and Stephen  
7 Miller (S. Miller).<sup>2</sup> This Stipulated Settlement does not resolve any of the allegations in the  
8 Accusation as they pertain to Michelle Miller-Wahler (Ms. Miller-Wahler) or David La (Mr.  
9 La).<sup>3</sup> The Accusation seeks to discipline Respondents' licenses for violations of, and lack of  
10 suitability for continued licensing under, the Gambling Control Act (Act) (Bus. & Prof. Code, §  
11 19800 et seq.) and the regulations promulgated thereunder.

12 On December 10, 2015, after the Accusation was filed, the Commission referred  
13 Respondents' applications to renew their state gambling licenses to an evidentiary hearing.  
14 This Stipulated Settlement is intended also to resolve that matter.

15 **PARTIES**

16 1. Wayne J. Quint, Jr. (Complainant) brought the Accusation solely in his official  
17 capacity as the Chief of the California Department of Justice, Bureau of Gambling Control  
18 (Bureau).

19 \_\_\_\_\_  
20 <sup>1</sup> R. Miller passed away on February 16, 2016. Prior to his death, he signed a Stipulated  
21 Settlement; Decision and Order that was substantively similar to this Stipulated Settlement. On  
22 April 14, 2016, the California Gambling Control Commission (Commission) advised the parties  
23 that it required certain changes that are contained in this Stipulated Settlement. As a  
consequence of R. Miller's death, his state gambling license no longer is in effect. Erin Gordon  
has applied to be appointed as the administrator of R. Miller's estate, and has been advised that  
the appointment will be made on April 21, 2016. She is executing this Stipulated Settlement  
solely in her anticipated capacity as administrator.

24 <sup>2</sup> Collectively, Normandie Club, R. Miller, L. Miller, G. Miller, and S. Miller are  
25 referred to as "Respondents" or "Respondent" in this Stipulated Settlement. Collectively, R.  
26 Miller, L. Miller, G. Miller, and S. Miller are referred to as the "Millers" in this Stipulated  
Settlement.

27 <sup>3</sup> Ms. Miller-Wahler, license no. GEKE-001290, BGC case No.: BGC-HQ2013-  
28 00007AC; and Mr. La, license no. GEKE-001387, BGC case No.: BGC-HQ2013-00001PC, are  
also respondents in the above-titled Accusation.

1           2.    On or about June 1, 2007, the Commission issued a license to the Partnership,  
2 license number GEOW-001099, to own and operate the Normandie Club, a licensed gambling  
3 establishment, license number GEGE-000448, located in Gardena, California. The Commission  
4 has continuously renewed those licenses through August 31, 2013.

5           3.    As currently licensed,<sup>4</sup> the Partnership consists of four general partners, each with  
6 an equal 25-percent ownership interest in the Partnership. The general partners are R. Miller,  
7 license number GEOW-001100, L. Miller, license number GEOW-001102, G. Miller, license  
8 number GEOW-001103, and S. Miller, license number GEOW-001104.

9  
10           <sup>4</sup> On or about February 1, 1984, the Partnership was formed by Russell Miller, Sr., his  
11 wife Mary Miller, and their four sons, R. Miller, L. Miller, G. Miller, and S. Miller. In or about  
12 December 1998, the Partnership submitted its initial applications to the Division of Gambling  
13 Control (predecessor agency to the Bureau). Subsequently, the Partnership was issued a license  
14 (hereinafter, within this footnote, "license" also includes all endorsees on that license) to own  
and operate the Normandie Club for the period of December 1, 2000, through November 30,  
2001, which was renewed through November 30, 2002. The Partnership's ownership interests,  
as then licensed, were 20 percent for Mary Miller, trustee for the Miller Family Trust, and 20  
percent each for R. Miller, L. Miller, G. Miller, and S. Miller.

15           Mary Miller passed away in 2001. Thereafter, the Commission continuously renewed  
16 the Partnership's license during the period of December 1, 2002, through May 31, 2006. The  
17 Partnership's ownership interests, as then licensed, were 20 percent for the Miller Family Trust,  
and 20 percent each for R. Miller, L. Miller, G. Miller, and S. Miller.

18           During that period of time (December 1, 2002 through May 31, 2006), an application for  
19 licensure was submitted for the Miller Survivor Family Trust, also known as the Estate of Mary  
20 Miller, to replace the Miller Family Trust. Effective on or about June 1, 2006, the Commission  
issued a new license to the Partnership. As then licensed, the Partnership's ownership interest  
was 20 percent for the Estate of Mary Miller, and 20 percent each for R. Miller, L. Miller, G.  
Miller, and S. Miller. That license was valid through May 31, 2008.

21           During that period of time (June 1, 2006 through May 31, 2008), the Partnership  
22 removed the Estate of Mary Miller as a partner. In January 2008, the Commission issued the  
23 Partnership a new license to reflect that fact. As then licensed, the Partnership's ownership  
24 interests were 25 percent each for R. Miller, L. Miller, G. Miller, and S. Miller. That license  
had an issuance date of June 1, 2007. The Commission has continuously renewed that license  
through August 31, 2013.

25           Sometime prior to April 2013, the Partnership again changed its ownership structure. It  
26 purported to change itself into a limited partnership, with the ownership interests being four  
27 percent for Normandie Club, Inc. (a currently non-licensed entity), general partner, and 24  
28 percent each for R. Miller, L. Miller, G. Miller, and S. Miller, limited partners. At the direction  
of the Commission, the Partnership submitted applications for licensure to reflect this new  
structure. Those applications are currently pending and are subject to this Stipulated  
Settlement.



1           10. Each Respondent understands and agrees that the admissions made in paragraph 9  
2 above may be entered into evidence in any legal proceeding brought or prosecuted by the  
3 Commission or the Bureau, including the Accusation that is still pending against Ms. Miller-  
4 Wahler and Mr. La, as if those admissions were made under oath and penalty of perjury. The  
5 admissions made by Respondents herein are only for the purposes of this proceeding, or any  
6 proceedings in which the Bureau, the Commission, or any successor agency is involved or that  
7 involve gambling activities, and shall not be otherwise admissible in any criminal or civil  
8 proceeding.

9           11. Each Respondent further admits that on January 21, 2016, the Partnership, through  
10 the Millers, entered into an agreement (Plea Agreement) with the United States of America to  
11 plead guilty to one count of conspiracy to cause a financial institution to fail to file a currency  
12 transaction report, to plead guilty to one count of failure to maintain an effective anti-money  
13 laundering program, to forfeit \$1,383,530.00, and to pay a fine of \$1,000,000.00. Each  
14 Respondent further admits that in addition to the allegations in the Accusation, the Partnership's  
15 guilty plea to a federal felony provides a sufficient legal and factual basis, in and of itself, to  
16 revoke its or his state gambling license and to deny its or his license renewal.

17           12. Upon the Commission issuing the Decision and Order adopting this Stipulated  
18 Settlement, each Respondent's state gambling license will be revoked. Additionally, each  
19 Respondent's license renewal application shall be considered immediately denied as of the date  
20 the Commission issues the Decision and Order adopting this Stipulated Settlement. The  
21 revocations and denials, however, shall be stayed for 120 days (Stay Period) to allow  
22 Respondents to close the presently contemplated sale of the Partnership's assets. Each  
23 Respondent warrants and represents that a definitive agreement (Current Agreement) for that  
24 sale has been signed by all parties thereto and submitted to the Bureau for review. Each  
25 Respondent further warrants, represents, and agrees that any sale of the Partnership's assets,  
26 including the sale contemplated in the Current Agreement, shall be subject to the Commission's  
27 prior approval. If the Current Agreement is not approved by the Commission, or the sale  
28 contemplated thereby fails to close within the Stay Period, revocation of Respondents' licenses

1 and denial of their license renewal applications shall be stayed an additional 60 days to allow  
2 Respondents an opportunity to complete a sale in accordance with Business and Professions  
3 Code section 19892, subdivision (b). Said additional 60 days shall begin to run on the earlier of  
4 (a) the Commission's vote not to approve the Current Agreement, or (b) the Stay Period's  
5 expiration.

6 13. The Partnership, R. Miller, L. Miller, and G. Miller agree that they shall be  
7 deemed ineligible during their lifetimes to hold any license or registration issued under the Act,  
8 and they shall not apply, directly or indirectly, for any license or registration to be issued under  
9 the Act or any other law relating to gambling in the state, or for any activity that is under the  
10 Commission's, the Bureau's, or any successor agency's jurisdiction. S. Miller agrees that for a  
11 period of the greater of (a) seven years or (b) one year longer than the probation to which the  
12 Partnership is sentenced as a result of the Plea Agreement following the date the Commission  
13 issues the Decision and Order adopting this Stipulated Settlement, he shall be deemed ineligible  
14 to hold any license or registration issued under the Act, and he shall not apply, directly or  
15 indirectly, for any license or registration to be issued under the Act or any other law relating to  
16 gambling in the state, or for any activity that is under the Commission's, the Bureau's, or any  
17 successor agency's jurisdiction.

18 14. Respondents, jointly and severally, agree to pay the Bureau a fine in the amount of  
19 \$1,383,530.00 (Fine) for the acts, omissions and violations admitted to in paragraphs 9 and 11  
20 above. The Fine shall be paid, and will be deposited, in accordance with Business and  
21 Professions Code section 19950, subdivision (a). Respondents understand and agree that a  
22 default in paying the full amount of the Fine in a timely manner shall constitute a sufficient  
23 basis, in and of itself, to revoke their state gambling licenses immediately.

24 15. Respondents, jointly and severally, agree to pay the Bureau the sum of  
25 \$432,755.75 (Cost Recovery) as reasonable costs of investigation and prosecution of this matter  
26 as provided for in Business and Professions Code section 19930. The Cost Recovery shall be  
27 paid, and will be deposited, in accordance with Business and Professions Code sections 19930,  
28 subdivision (f), and 19950, subdivision (b). Respondents understand and agree that a default in

1 paying the full amount of the Cost Recovery in a timely manner shall constitute a sufficient  
2 basis, in and of itself, to revoke their state gambling licenses immediately.

3 16. Unless extended for good cause as determined by the Bureau in its sole discretion,  
4 Respondents shall pay the Fine and Cost Recovery on or before the earlier of (a) the close of  
5 escrow with respect to the sale of the Partnership's assets, or (b) the 180th calendar day after the  
6 date the Commission issues the Decision and Order adopting this Stipulated Settlement.

7 17. As set forth above, each Respondent warrants and represents that Respondents  
8 have entered into the Current Agreement, which must be, and cannot be closed until it is,  
9 approved by the Commission. The Millers acknowledge and understand that upon revocation  
10 of their state gambling licenses and the Commission denying their renewal applications, they  
11 must sell their interests in the Partnership. (Bus. & Prof. Code, § 19892, subd. (b).)

12 Additionally, the Millers acknowledge and understand that upon revocation of their state  
13 gambling licenses and the Commission denying their renewal applications, their participation  
14 and rights in the Partnership will be limited by Business and Professions Code section 19892,  
15 subdivision (c). Respondents acknowledge, understand, and agree that the stay is to  
16 accommodate their interests in closing the Current Agreement and allowing the Partnership to  
17 continue operations of the Normandie Club, a licensed gambling establishment. Accordingly,  
18 and because of the Plea Agreement, each Respondent agrees to the following conditions  
19 pending the Commission issuing the Decision and Order adopting this Stipulated Settlement  
20 and during the time the stay provided in paragraph 12 above is in effect. Respondents agree  
21 that the following conditions are necessary to protect the public health, safety, and welfare, and  
22 to assure the public trust that controlled gambling is free from corrupt and criminal elements.

23 a. The Partnership shall engage a general manager (Manager) approved by  
24 the Bureau. Any person engaged as the Manager shall hold a current portable key  
25 employee license issued by the Commission. The Partnership may engage Lauren Cole  
26 (Ms. Cole) as Manager. The parties acknowledge that Ms. Cole is related to the  
27 Respondents and currently is managing the gambling establishment. Except as  
28 otherwise provided in this Stipulated Settlement, the Manager shall be independent

1 from, and certify under penalty of perjury his or her independence from, all Respondents  
2 and any of their affiliates. If Ms. Cole is engaged as Manager, she shall operate  
3 independent of, and certify under penalty of perjury her independent operation from, any  
4 direction from or influence by any Respondent or any Respondent's affiliate in her  
5 management of the gambling establishment.

6 b. The Manager shall be responsible for, and control, the gambling  
7 establishment's operations in all respects, including, without limitation,

8 (1) hiring, supervision, and termination of employees;

9 (2) selection, scheduling, and supervision of controlled games;

10 (3) implementing and maintaining appropriate internal control,  
11 security, and surveillance procedures;

12 (4) depositing and accounting for all revenues, receipts, players  
13 funds, and other funds and collections in appropriate bank accounts; and

14 (5) overseeing compliance with all applicable laws, rules, and  
15 regulations including, among others, the Act.

16 c. The Manager shall provide the Bureau every two weeks with a statement  
17 of sources and uses of funds, a profit and loss statement, a statement of deposits and  
18 withdrawals from players' accounts, a statement of deposits and withdrawals from  
19 jackpot accounts, and a statement of outstanding chip liability. Each statement shall be  
20 in a form satisfactory to the Bureau. Additionally, the Manager shall provide the Bureau  
21 with any other reports or statements that the Bureau may require. Further, the Manager  
22 shall make the books and records related to the gambling establishment available to the  
23 Bureau for inspection immediately upon demand.

24 d. The Partnership shall bear all costs associated or incurred in connection  
25 with engaging and retaining the Manager and the Manager's performing the  
26 responsibilities under this Stipulated Settlement. Neither the Partnership nor the Millers  
27 shall have the power, or right, to terminate the Manager without the Bureau's prior  
28 written approval.

1 e. The Manager shall not hire, engage as an independent contractor, or  
2 otherwise allow participation in the gambling establishment's operations any of the  
3 Millers. Subject to the Bureau's prior written approval and based upon his or her  
4 independent assessment of the need to do so, the Manager may, except for Ms. Miller-  
5 Wahler, retain or hire the Millers' family members.

6 f. Except as provided in this subparagraph, the Manager shall not make any  
7 payments, directly or indirectly, to the Millers or any entity or person affiliated with or  
8 under the control of any of the Millers. Any profits, arising from the gambling  
9 establishment's operations and remaining after payment of operational costs, expenses,  
10 and liabilities, shall be held in bank accounts to be distributed only upon further  
11 approval of the Bureau, an Administrative Law Judge, the Commission, or a court of  
12 appropriate jurisdiction.

13 (1) Without the Bureau's prior consent, the Partnership may pay base  
14 rent for the premises leased for the gambling establishment's administration and  
15 operations. No additional rent, amendment, or modification shall be effective  
16 without the Bureau's, and, if the Bureau determines that the Commission's  
17 approval is required, the Commission's, prior approval.

18 (2) Subject to the Bureau's prior written consent, until the date of the  
19 sale of the Partnership's assets, the Partnership may request funds from the  
20 Manager as necessary to make distributions equal to the good faith estimate of  
21 the Millers' personal share of any income tax due, including quarterly estimated  
22 taxes, on their ownership interests as determined in writing by an independent  
23 certified public accountant.

24 (3) The Manager's biweekly statements required by subparagraph c,  
25 above, shall set forth each payment made to the Millers pursuant to this  
26 subparagraph f.

1           18. Respondents further agree that the conditions set forth in paragraph 17 above shall  
2 be in addition to those conditions currently in effect that the Commission placed on the  
3 Partnership's present, or interim, license.

4           19. The Millers, individually and in their capacities as general partners of the  
5 Partnership, agree to cooperate fully, and if requested to testify by Complainant to do so  
6 without subpoena, with respect to the allegations in the Accusation against Ms. Miller-Wahler  
7 and Mr. La as follows:

8           a. Cooperation includes, but is not limited to, providing information and  
9 documents requested by Complainant's attorneys, submitting to interviews, signing  
10 truthful and accurate declarations, and testifying. As long as they have general partner  
11 interests in the Partnership, the Millers, in their capacities as general partners, will  
12 require that the Partnership's employees (1) respond truthfully and completely to  
13 Complainant's investigators and attorneys, (2) submit to interviews as requested by  
14 Complainant's attorneys, and (3) produce voluntarily all documents and other evidence  
15 relating to matters about which Complainant's investigators or attorneys inquire.

16           b. The Millers, individually and in their capacities as general partners of the  
17 Partnership, understand, acknowledge, and agree that (1) their obligation of cooperation  
18 requires each of them to be truthful at all times, (2) their agreement to cooperate is given  
19 voluntarily, and (3) Complainant is not compelling or coercing their cooperation.

20           c. Even though he is subject to the cooperation provisions of this paragraph  
21 19, R. Miller may decline to cooperate with respect to testimony and evidence  
22 implicating his daughter, Ms. Miller-Wahler. No other exceptions apply to the Millers,  
23 or R. Miller in particular. For example, if requested, R. Miller shall cooperate and  
24 provide truthful and complete testimony and evidence regarding Mr. La.

25           20. The parties agree that this Stipulated Settlement fully resolves their dispute  
26 concerning the Accusation, and that, except upon default, no further discipline, including  
27 revocation or suspension, shall be sought against Respondents based solely upon the allegations  
28 contained within the Accusation and Respondents' entering into the Plea Agreement.



1 ACCEPTANCE

2 Each Respondent has carefully read and considered the above Stipulated Settlement.  
3 Each Respondent discussed its terms and effects with legal counsel. Each Respondent also  
4 understands the Stipulated Settlement and the effects it will have on Respondents' state  
5 gambling licenses. Each Respondent further understands that its or his state gambling license  
6 will be revoked, and its or his renewal application will be deemed denied. Each Respondent  
7 further understands that it or he will be obligated to pay the Bureau a total sum of  
8 \$1,816,285.75 (\$1,383,530.00 in Fine and \$432,755.75 in Cost Recovery), and that the failure  
9 to pay any portion of that amount when due could result in the revocation of its or his state  
10 gambling license. Each Respondent enters into this Stipulated Settlement voluntarily,  
11 knowingly and intelligently, and agrees to be bound by its terms.

12  
13 Dated: April 18, 2016

Russell Miller

14  
15 By Erin Gordon  
16 Erin Gordon, in anticipation of being appointed  
17 Administrator of the Estate of Russell Miller,  
18 On behalf of Russell Miller, Individually and as  
19 a General Partner  
20 Respondent

21 Dated: April \_\_\_, 2016

\_\_\_\_\_  
22 Lawrence Miller  
23 Individually and as a General Partner  
24 Respondent

25 Dated: April \_\_\_, 2016

\_\_\_\_\_  
26 Gregory Miller  
27 Individually and as a General Partner  
28 Respondent

**ACCEPTANCE**

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Each Respondent has carefully read and considered the above Stipulated Settlement. Each Respondent discussed its terms and effects with legal counsel. Each Respondent also understands the Stipulated Settlement and the effects it will have on Respondents' state gambling licenses. Each Respondent further understands that its or his state gambling license will be revoked, and its or his renewal application will be deemed denied. Each Respondent further understands that it or he will be obligated to pay the Bureau a total sum of \$1,816,285.75 (\$1,383,530.00 in Fine and \$432,755.75 in Cost Recovery), and that the failure to pay any portion of that amount when due could result in the revocation of its or his state gambling license. Each Respondent enters into this Stipulated Settlement voluntarily, knowingly and intelligently, and agrees to be bound by its terms.

Dated: April \_\_, 2016

Russell Miller

By \_\_\_\_\_  
Erin Gordon, in anticipation of being appointed  
Administrator of the Estate of Russell Miller,  
On behalf of Russell Miller, Individually and as  
a General Partner  
Respondent

Dated: April 18, 2016

  
\_\_\_\_\_  
Lawrence Miller  
Individually and as a General Partner  
Respondent

Dated: April \_\_, 2016

\_\_\_\_\_  
Gregory Miller  
Individually and as a General Partner  
Respondent

ACCEPTANCE

Each Respondent has carefully read and considered the above Stipulated Settlement. Each Respondent discussed its terms and effects with legal counsel. Each Respondent also understands the Stipulated Settlement and the effects it will have on Respondents' state gambling licenses. Each Respondent further understands that its or his state gambling license will be revoked, and its or his renewal application will be deemed denied. Each Respondent further understands that it or he will be obligated to pay the Bureau a total sum of \$1,816,285.75 (\$1,383,530.00 in Fine and \$432,755.75 in Cost Recovery), and that the failure to pay any portion of that amount when due could result in the revocation of its or his state gambling license. Each Respondent enters into this Stipulated Settlement voluntarily, knowingly and intelligently, and agrees to be bound by its terms.

Dated: April \_\_, 2016

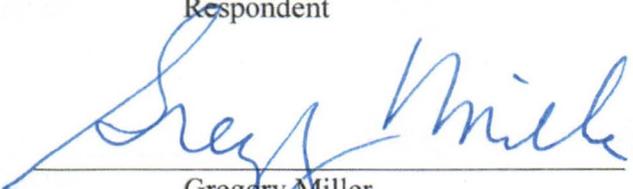
Russell Miller

By \_\_\_\_\_  
Erin Gordon, in anticipation of being appointed  
Administrator of the Estate of Russell Miller,  
On behalf of Russell Miller, Individually and as  
a General Partner  
Respondent

Dated: April \_\_, 2016

\_\_\_\_\_  
Lawrence Miller  
Individually and as a General Partner  
Respondent

Dated: April 18, 2016

  
\_\_\_\_\_  
Gregory Miller  
Individually and as a General Partner  
Respondent

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Dated: April 17, 2016

  
Stephen Miller  
Individually and as a General Partner  
Respondent

Dated: April \_\_, 2016

NORMANDIE CLUB  
A General Partnership

By \_\_\_\_\_  
A General Partner  
Respondent

Approved as to Form:  
Dated: April 18, 2016

  
Harlan Goodson  
Law Offices of Harlan Goodson  
*Attorney for Respondent Stephen Miller*

Dated: April \_\_, 2016

\_\_\_\_\_  
James R. Parrinello  
Neilson, Merksamer, Parrinello & Leoni  
*Attorney for Respondent Russell Miller*

Dated: April \_\_, 2016

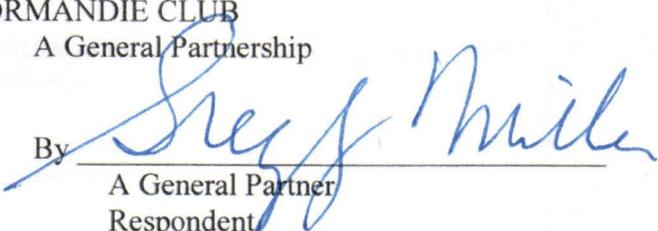
\_\_\_\_\_  
Tracey Buck-Walsh  
Law Offices of Tracey Buck-Walsh  
*Attorney for Respondents Normandie Club,  
Lawrence Miller, and Gregory Miller*

1 Dated: April \_\_\_, 2016

\_\_\_\_\_  
Stephen Miller  
Individually and as a General Partner  
Respondent

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5 Dated: April 19, 2016

NORMANDIE CLUB  
A General Partnership

6  
7 By  \_\_\_\_\_  
A General Partner  
Respondent

8  
9  
10 Approved as to Form:

11 Dated: April \_\_\_, 2016

\_\_\_\_\_  
Harlan Goodson  
Law Offices of Harlan Goodson  
*Attorney for Respondent Stephen Miller*

12  
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15 Dated: April \_\_\_, 2016

\_\_\_\_\_  
James R. Parrinello  
Neilson, Merksamer, Parrinello & Leoni  
*Attorney for Respondent Russell Miller*

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20 Dated: April \_\_\_, 2016

\_\_\_\_\_  
Tracey Buck-Walsh  
Law Offices of Tracey Buck-Walsh  
*Attorney for Respondents Normandie Club,  
Lawrence Miller, and Gregory Miller*

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Dated: April \_\_, 2016

\_\_\_\_\_  
Stephen Miller  
Individually and as a General Partner  
Respondent

Dated: April \_\_, 2016

NORMANDIE CLUB  
A General Partnership

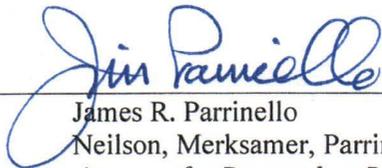
By \_\_\_\_\_  
A General Partner  
Respondent

Approved as to Form:

Dated: April \_\_, 2016

\_\_\_\_\_  
Harlan Goodson  
Law Offices of Harlan Goodson  
*Attorney for Respondent Stephen Miller*

Dated: April 19, 2016

  
\_\_\_\_\_  
James R. Parrinello  
Neilson, Merksamer, Parrinello & Leoni  
*Attorney for Respondent Russell Miller*

Dated: April \_\_, 2016

\_\_\_\_\_  
Tracey Buck-Walsh  
Law Offices of Tracey Buck-Walsh  
*Attorney for Respondents Normandie Club,  
Lawrence Miller, and Gregory Miller*

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Dated: April \_\_, 2016

\_\_\_\_\_  
Stephen Miller  
Individually and as a General Partner  
Respondent

Dated: April \_\_, 2016

NORMANDIE CLUB  
A General Partnership

By \_\_\_\_\_  
A General Partner  
Respondent

Approved as to Form:

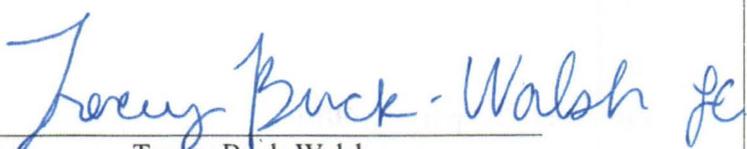
Dated: April \_\_, 2016

\_\_\_\_\_  
Harlan Goodson  
Law Offices of Harlan Goodson  
*Attorney for Respondent Stephen Miller*

Dated: April \_\_, 2016

\_\_\_\_\_  
James R. Parrinello  
Neilson, Merksamer, Parrinello & Leoni  
*Attorney for Respondent Russell Miller*

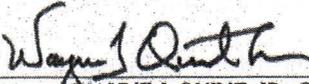
Dated: April 18, 2016

  
\_\_\_\_\_  
Tracey Buck-Walsh  
Law Offices of Tracey Buck-Walsh  
*Attorney for Respondents Normandie Club,  
Lawrence Miller, and Gregory Miller*

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**COMPLAINANT'S ACCEPTANCE**

Dated: April 17<sup>TH</sup>, 2016

  
WAYNE J. QUINT, JR., Chief  
Bureau of Gambling Control  
California Department of Justice

The foregoing Stipulated Settlement is hereby respectfully submitted for consideration by the California Gambling Control Commission.

Dated: April 19, 2016

KAMALA D. HARRIS  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Attorney General  
RONALD L. DIEDRICH  
Deputy Attorney General

  
WILLIAM P. TORNGREN  
Deputy Attorney General  
*Attorneys for the Complainant*

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**DECISION AND ORDER OF THE COMMISSION**

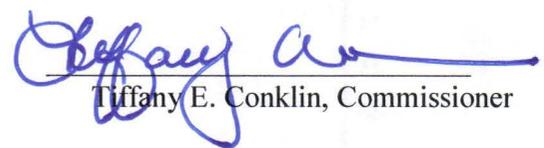
The California Gambling Control Commission hereby adopts the foregoing Stipulated Settlement of the parties for the case of *In the Matter of the Accusation Against: Normandie Club, et al.*, BGC Case No. HQ2013-00002AC, as its final Decision and Order in this matter to be effective upon execution below by its members.

**IT IS SO ORDERED**

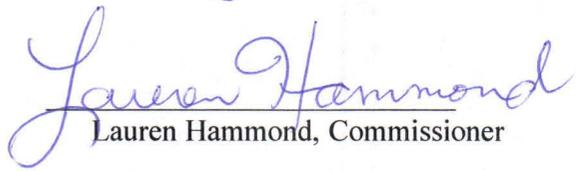
Dated: 4/25/2016

  
\_\_\_\_\_  
Jim Evans, Chairperson

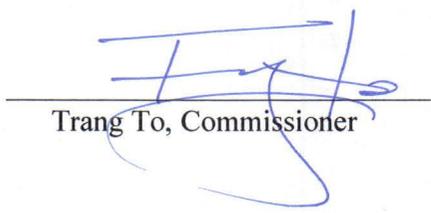
Dated: 4/25/2016

  
\_\_\_\_\_  
Tiffany E. Conklin, Commissioner

Dated: 4-25-16

  
\_\_\_\_\_  
Lauren Hammond, Commissioner

Dated: 4-25-16

  
\_\_\_\_\_  
Trang To, Commissioner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Roger Dunstan, Commissioner