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

13 **In the Matter of the Accusation Against:**

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

20 and

21 **Michelle Miller-Wahler**,  
22 Key Employee License No. GEKE-001290  
23 2345 Fordham Drive  
Costa Mesa, CA 92626

24 and

25 **David La**,  
26 Key Employee License No. GEKE-001387  
1312 Highland Oak Drive  
Arcadia, CA 91006

27 **Respondents.**  
28

**BGC No.: BGC-HQ2013-00002AC**  
(Normandie Club, gambling establishment;  
Normandie Club, general partnership; and  
general partners: Russell Miller, Lawrence  
Miller, Gregory Miller & Stephen Miller.)

**BGC No.: BGC-HQ2013-00007AC**  
(Michelle Miller-Wahler)

**BGC No.: BGC-HQ2013-00001PC**  
(David La)

**OAH No. 2013120253**

**REVISED STIPULATED  
SETTLEMENT, DECISION, AND  
ORDER (MICHELLE MILLER-  
WAHLER)**

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**PURPOSE OF THIS STIPULATED SETTLEMENT**

This Stipulated Settlement resolves the above-titled Accusation as it pertains to respondent Michelle Miller-Wahler (Respondent). The Accusation, among other things, seeks revocation of Respondent’s state key employee license for violations of, and lack of suitability for continued licensing under, the Gambling Control Act (Act) (Bus. & Prof. Code, § 19800 et seq.) and the regulations adopted thereunder. On April 25, 2016, the California Gambling Control Commission (Commission) approved a settlement of the Accusation with respect to Normandie Club, a general partnership that previously owned and operated the Normandie Club (Casino), a licensed gambling establishment, and its partners, Russell Miller, Lawrence Miller, Gregory Miller, and Stephen Miller.

**PARTIES**

1. Wayne J. Quint, Jr. filed and served the Accusation solely in his official capacity as the Chief of the California Department of Justice, Bureau of Gambling Control (Bureau). Stephanie Shimazu (Complainant) is currently the Bureau’s Director<sup>1</sup> and is signing this Stipulated Settlement solely in her official capacity.

2. Respondent holds state key employee license number GEKE-001290, which is active. The Commission issued this license, which is stayed pending the Accusation’s outcome. Respondent has not submitted a renewal application and has not worked in a licensed capacity at a California card room since October 2013.

**JURISDICTION**

3. Respondent was served with the Accusation, as well as a Statement to Respondent (Gov. Code, § 11505, subd. (b)), copies of Government Code sections 11507.5, 11507.6 and 11507.7, and two copies of the Notice of Defense form (Gov. Code, §§ 11505 & 11506).

4. Respondent served a timely Notice of Defense with respect to the Accusation.

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<sup>1</sup> In 2016, the title of the person in charge of the Bureau changed from “Chief” to “Director.”

1 **ADVISEMENT AND WAIVERS**

2 5. Respondent has carefully reviewed, and has discussed with counsel, the legal and  
3 factual allegations in the Accusation. Respondent has also carefully reviewed, and has discussed  
4 with counsel, this Stipulated Settlement. Respondent fully understands the terms and conditions  
5 contained within this Stipulated Settlement and the effects thereof.

6 6. Respondent is fully aware of her legal rights in this matter, including: the right to a  
7 hearing on all the allegations in the Accusation; the right to be represented by counsel of her  
8 choice at her own expense; the right to confront and cross-examine the witnesses against her; the  
9 right to present evidence and testify on her own behalf; the right to the issuance of subpoenas to  
10 compel the attendance of witnesses and the production of documents; the right to apply for  
11 reconsideration and court review of an adverse decision; and all other rights afforded by the  
12 California Administrative Procedure Act (Gov. Code, § 11370 et seq.), the Act, and all other  
13 applicable laws.

14 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
15 every right set forth in paragraph 6 above as it specifically pertains to this matter, withdraws her  
16 request for a hearing on the Accusation, and agrees to be bound by this Stipulated Settlement.

17 **STIPULATED AGREEMENT OF SETTLEMENT**

18 8. For the purposes of resolving the Accusation and for any other matter involving  
19 the Commission or the Bureau, Respondent does not contest the truth of the factual and legal  
20 allegations in the Accusation. Respondent admits that because of her position as the President,  
21 the Chief Executive Officer, a member of the Board of Directors, and a key employee of the  
22 Casino, she knew or should have known of the facts upon which the violations of the Act and  
23 grounds for unsuitability alleged in the Accusation are based. Respondent further admits and  
24 agrees that such allegations establish that her license is subject to revocation.

25 9. Respondent understands and agrees that the admissions made in paragraph 8 above  
26 may be entered into evidence in any legal proceeding brought or prosecuted by the Commission  
27 or the Bureau as if those admissions were made under oath and penalty of perjury. The  
28 admissions made by Respondent herein are only for the purposes of this proceeding, or any future

1 proceedings in which the Bureau, the Commission, or any successor agency is involved, and shall  
2 not be otherwise admissible in any criminal, civil, or unrelated administrative proceeding.

3 10. Upon the effective date of the Decision and Order issued by the Commission  
4 adopting this Stipulated Settlement (Effective Date), Respondent's state key employee license  
5 shall be revoked.

6 11. Respondent agrees that for a period of five years following the Effective Date  
7 (Ineligibility Period), she shall be deemed ineligible to hold any license, registration, or permit  
8 issued by the Bureau or the Commission under the Act. Respondent further agrees that during the  
9 Ineligibility Period, she shall not apply, directly or indirectly, for any license, registration, or  
10 permit to be issued by the Bureau or the Commission under the Act or any other law relating to  
11 gambling in the state, or for any activity that is under the Commission's, the Bureau's, or any  
12 successor agency's jurisdiction.

13 a. Nothing in this Stipulated Settlement prohibits, prevents, or precludes  
14 Respondent, during the Ineligibility Period, from applying for and holding a license,  
15 registration, or work permit issued by a local jurisdiction with respect to controlled  
16 gambling. Nothing in this Stipulated Settlement prevents or precludes the Bureau from  
17 objecting to issuance of such license, registration, or work permit or otherwise notifying  
18 the local jurisdiction of this Stipulated Settlement or the Commission's Decision and  
19 Order. The Parties acknowledge and agree that a local jurisdiction's determination to  
20 grant or deny an application for a license, registration, or permit that Respondent may  
21 submit is subject to the ordinances and regulations adopted by the local jurisdiction.

22 b. Respondent understands and acknowledges that even though she may apply for  
23 licensure, registration, or permit, this Stipulated Settlement in no way assures that she will  
24 be granted a license, registration, or permit by any local jurisdiction during the  
25 Ineligibility Period or by the Bureau or Commission after the Ineligibility Period expires.

26 c. Respondent further understands and acknowledges that in connection with any  
27 future application after the Ineligibility Period expires: (1) she will have the burden of  
28 establishing her suitability and qualification for licensure, registration, or permit; and (2)

1 the Bureau in making a recommendation and the Commission in making a decision on  
2 Respondent's application may consider, among other things, (a) the revocation and denial  
3 arising from this Stipulated Settlement, (b) the admissions contained in paragraph 8  
4 above, (c) Respondent's activities and conduct both before and after the Effective Date,  
5 and (d) any factors in mitigation she might present in connection with or in support of the  
6 application.

7 d. Respondent shall have the right, in connection with any future application, to  
8 contend that the terms of this Stipulated Settlement sufficiently sanction the nature and  
9 extent of Respondent's conduct through the Effective Date.

10 e. Nothing in this Stipulated Settlement shall estop, prevent, or preclude (1)  
11 Respondent from applying to the Bureau or the Commission for licensure, registration, or  
12 permit to the Bureau or the Commission after the Ineligibility Period expires, or (2) the  
13 Bureau from recommending approval or denial of, or the Commission from approving or  
14 denying, any such application submitted by Respondent.

15 12. The parties agree that this Stipulated Settlement fully resolves their dispute  
16 concerning the Accusation, and that no further penalties, fines, and costs shall be sought against  
17 Respondent by Complainant based solely upon the allegations contained within the Accusation.

18 13. This Stipulated Settlement shall be subject to adoption by the Commission.  
19 Respondent understands and specifically agrees that counsel for the Complainant, and the  
20 Bureau's staff, may communicate directly with the Commission regarding this Stipulated  
21 Settlement, without notice to, or participation by, Respondent or her counsel, and that no such  
22 communication shall be deemed a prohibited ex parte communication. Respondent specifically  
23 acknowledges and agrees that such communications are permissible pursuant to Government  
24 Code section 11430.30, subdivision (b).

25 14. By signing this Stipulated Settlement, Respondent understands and agrees that she  
26 may not withdraw her agreement or seek to rescind the Stipulated Settlement prior to the time the  
27 Commission considers and acts upon it. If the Commission fails to adopt this Stipulated  
28 Settlement as its Decision and Order, this Stipulated Settlement shall be of no force or effect and,

1 except for actions taken pursuant to this paragraph and paragraph 13 above, it shall be  
2 inadmissible in any legal action between the parties. The Commission's consideration of this  
3 Stipulated Settlement shall not disqualify it from any further action regarding Respondent's  
4 licensure, including, but not limited to, disposition of the Accusation by a decision and order  
5 following a hearing on the merits.

6 15. The parties agree that a photocopy, facsimile or electronic copy of this Stipulated  
7 Settlement, including copies with signatures thereon, shall have the same force and effect as an  
8 original.

9 16. In consideration of the above admissions and stipulations, the parties agree that the  
10 Commission may, without further notice or formal proceeding, issue and enter the Decision and  
11 Order adopting this Stipulated Settlement.

12 **RESPONDENT'S ACCEPTANCE**

13 Respondent has carefully read and considered the above Stipulated Settlement. Respondent  
14 has discussed its terms and effects with legal counsel. Respondent understands the terms and  
15 conditions in Stipulated Settlement, that her state key employee license will be revoked, and that  
16 her license renewal application will be considered immediately denied. Respondent enters into  
17 this Stipulated Settlement voluntarily, knowingly, intelligently and upon the advice of counsel.  
18 Respondent agrees to be bound by its terms.

19  
20 Dated: July 16, 2019

DocuSigned by:  
*Michelle Miller Wahler*  
ED277F5DF15C1M  
Michelle Miller-Wahler  
Respondent

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23 Approved as to Form:

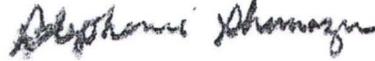
24 Dated: July 16, 2019

*Stephen L. Schreiner*  
Stephen L. Schreiner  
Solomon Ward Seidenwrum & Smith LLP  
Attorneys for Respondent  
Michelle Miller-Wahler

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**COMPLAINANT'S ACCEPTANCE**

Dated: July 17, 2019



STEPHANIE SHIMAZU, Director  
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: July 17, 2019

XAVIER BECERRA  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Attorney General  
T. MICHELLE LAIRD  
Supervising Deputy Attorney General  
RONALD DIEDRICH  
Deputy Attorney General



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*Attorneys for the Complainant*

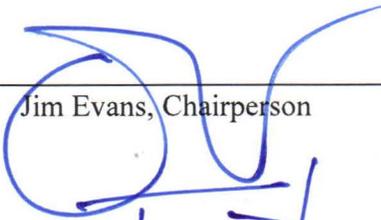
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**DECISION AND ORDER OF THE COMMISSION**

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. HQ2013-00007AC (OAH No. 201320253), as its final Decision and Order in the matter to be effective upon execution below by its members.

**IT IS SO ORDERED**

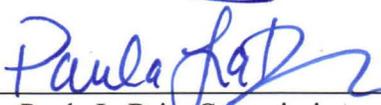
Dated: 8/29/19

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

Dated: 8/29/19

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

Dated: 8/29/19

  
\_\_\_\_\_  
Paula LaBrie, Commissioner

Dated: 8/27/19

  
\_\_\_\_\_  
Gareth Lacy, Commissioner