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**BEFORE THE**  
**CALIFORNIA GAMBLING CONTROL COMMISSION**  
**STATE OF CALIFORNIA**

**In the Matter of the Statement of Issues**  
**Against:**  
  
**PT GAMING, LLC,**  
**PATRICK A. TIERNEY & JAMIE L.**  
**TIERNEY FAMILY TRUST, sole member.**  
  
**11400 W. Olympic Blvd. #200**  
**Los Angeles, CA 90064**  
  
**License No. TPPP-000004**  
  
**Respondent.**

**BGC Case No. BGC-HQ2012-00004AL**

**STIPULATED SETTLEMENT;**  
**DECISION AND ORDER**





1 amount of the cost recovery shall constitute a sufficient basis, in and of itself, to revoke its  
2 license.

3 13. Respondent agrees to provide evidence satisfactory to the Bureau that John Park  
4 has no direct or indirect interest, however remote, in PTG. Respondent further agrees that such  
5 satisfactory evidence shall be presented to the Bureau within 30 calendar days of the date the  
6 Commission adopts this Stipulated Settlement. Respondent understands and agrees that failure  
7 to timely provide such satisfactory evidence shall constitute a sufficient basis, in and of itself, to  
8 revoke its license.

9 14. The parties agree that in light of Respondent's admission of wrongdoing as noted  
10 in paragraph 10 above and Respondent's acceptance of the penalties for that behavior as noted  
11 in paragraphs 11 through 13 above, Respondent's application to renew its license should now be  
12 approved and a license granted.

13 15. The parties agree that this Stipulated Settlement fully resolves their dispute  
14 concerning the Statement of Issues and that no further discipline, including revocation,  
15 suspension, or denial shall be sought against Respondent's license based solely upon the  
16 allegations contained within the Statement of Issues.

17 16. This Stipulated Settlement shall be subject to adoption by the Commission.  
18 Respondent understands and specifically agrees that counsel for the Complainant and the staff  
19 of the Bureau may communicate directly with the Commission regarding this Stipulated  
20 Settlement, without notice to, or participation by, Respondent or its counsel, and that no such  
21 communication shall be deemed a prohibited ex parte communication.

22 17. By signing this Stipulated Settlement, Respondent understands and agrees that it  
23 may not withdraw its agreement or seek to rescind the Stipulated Settlement prior to the time  
24 the Commission considers and acts upon it. If the Commission fails to adopt this Stipulated  
25 Settlement as its decision, this Stipulated Settlement shall be of no force or effect, and, except  
26 for actions taken pursuant to this paragraph and paragraph 16 above, it shall be inadmissible in  
27 any legal action between the parties. The consideration of this Stipulated Settlement by the  
28 Commission shall not disqualify it from any further action regarding Respondent's licensure,

1 including, but not limited to, disposition of the Statement of Issues by a decision and order  
2 following a hearing on the merits.

3 18. The parties agree that a photocopy, facsimile, or electronic copy of this Stipulated  
4 Settlement, including copies with signatures thereon, shall have the same force and effect as an  
5 original.

6 19. In consideration of the above admissions and stipulations, the parties agree that the  
7 Commission may, without further notice or formal proceeding, issue and enter an Order  
8 consistent herewith and adopting this Stipulated Settlement.

9 ACCEPTANCE

10 I have carefully read and considered the above Stipulated Settlement. I have discussed its  
11 terms and effects with legal counsel. I also understand the Stipulated Settlement and the effects  
12 it will have on my license. I further understand that I will be obligated to pay the Bureau a total  
13 sum of \$277,500.00 (\$250,000.00 in fines and \$27,500.00 in cost recovery) and that the failure  
14 to timely pay any portion of that amount when due could result in the revocation of my license.  
15 I enter into this Stipulated Settlement voluntarily, knowingly and intelligently, and agree to be  
16 bound by its terms.

17  
18 Dated: August 8, 2012.

  
Patrick Tierney, Trustee, on behalf of Patrick A.  
Tierney and Jamie L. Tierney Family Trust, for  
PT Gaming, LLC  
Respondent

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24 Dated: August \_\_, 2012.

Tracey Buck-Walsh, Esq.  
Attorney for Respondent

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2 following a hearing on the merits.

3 18. The parties agree that a photocopy, facsimile, or electronic copy of this Stipulated  
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6 19. In consideration of the above admissions and stipulations, the parties agree that the  
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8 consistent herewith and adopting this Stipulated Settlement.

9 **ACCEPTANCE**

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18 Dated: August \_\_, 2012.

Patrick Tierney, Trustee, on behalf of Patrick A.  
Tierney and Jamie L. Tierney Family Trust, for  
PT Gaming, LLC  
Respondent

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Dated: August 9, 2012.



Tracey Buck-Walsh, Esq.  
Attorney for Respondent

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COMPLAINANT'S ACCEPTANCE

Dated: August 10, 2012.



Martin J. Horan IV, Complainant  
Bureau of Gambling Control

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

Dated: August 10, 2012.

KAMALA D. HARRIS  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Attorney General  
RANDALL A. PINAL  
Supervising Deputy Attorney General



RONALD L. DIEDRICH  
Deputy Attorney General  
*Attorneys for the Complainant*

1 **DECISION AND ORDER OF THE COMMISSION**

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3 The foregoing Stipulated Settlement of the parties for the case of In the Matter of the  
4 Statement of Issues Against: PT Gaming, LLC, Patrick A. Tierney & Jamie L. Tierney Family  
5 Trust, sole member, BGC Case No. BGC-HQ2012-00004AL, has been adopted by a majority  
6 vote of the California Gambling Control Commission as its final Decision and Order in this  
7 matter and is effective upon execution below by the Commission members.

8  
9 Accordingly, also effective upon execution below by the Commission members, the  
10 California Gambling Control Commission approves the Application for Third-Party Proposition  
11 Player Services License For Business Entities and Owners submitted by PT Gaming, LLC, to  
12 renew its license, number TPPP-000004, to provide third-party proposition player services at  
13 licensed gambling establishments, and grants the license through February 2014, subject to the  
14 terms and conditions of the foregoing Stipulated Settlement.

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16 **IT IS SO ORDERED**

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19 Dated: Aug. 29, 2012

Signature: Stephanie Shimazu  
Stephanie Shimazu, Chairperson

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21 Dated: Aug. 29, 2012

Signature: Tiffany E. Conklin  
Tiffany E. Conklin, Commissioner

22  
23 Dated: Aug. 29, 2012

Signature: Lauren Hammond  
Lauren Hammond, Commissioner

24  
25  
26 Dated: August 29, 2012

Signature: Richard Schuetz  
Richard Schuetz, Commissioner