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BEFORE THE

CALIFORNIA GAMBLING CONTROL COMMISSION

STATE OF CALIFORNIA

In the Matter of the Accusation Against: **Normandie Club,** General Partnership, License No. GEOW-001099, dba: **Normandie Club**, Gambling Establishment, license no. GEGE-000448; General Partners: **Russell Miller**, License No. GEOW-001100, **Lawrence Miller**, License No. GEOW-001102, **Gregory Miller**, License No. GEOW-001103, & **Stephen Miller**, License No. GEOW-001104. 1045 West Rosecrans Avenue Gardena, CA 90247 **Respondents.**	**BGC No.: BGC-HQ2013-00002AC** **OAH No. 2013120253** **STIPULATED SETTLEMENT, DECISION AND ORDER**

STIPULATED SETTLEMENT

PURPOSE OF THIS STIPULATED SETTLEMENT

This Stipulated Settlement resolves the above-titled Accusation, as it pertains to respondent Normandie Club (Partnership), a general partnership that owns and operates the Normandie Club, a licensed gambling establishment, and its partners, respondents Russell Miller (R. Miller),[1] Lawrence Miller (L. Miller), Gregory Miller (G. Miller), and Stephen Miller (S. Miller).[2] This Stipulated Settlement does not resolve any of the allegations in the Accusation as they pertain to Michelle Miller-Wahler (Ms. Miller-Wahler) or David La (Mr. La).[3] The Accusation seeks to discipline Respondents' licenses 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 promulgated thereunder.

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

PARTIES

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

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[1] R. Miller passed away on February 16, 2016. Prior to his death, he signed a Stipulated Settlement; Decision and Order that was substantively similar to this Stipulated Settlement. On April 14, 2016, the California Gambling Control Commission (Commission) advised the parties 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.

[2] Collectively, Normandie Club, R. Miller, L. Miller, G. Miller, and S. Miller are referred to as "Respondents" or "Respondent" in this Stipulated Settlement. Collectively, R. Miller, L. Miller, G. Miller, and S. Miller are referred to as the "Millers" in this Stipulated Settlement.

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

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

3. As currently licensed,[4] the Partnership consists of four general partners, each with an equal 25-percent ownership interest in the Partnership. The general partners are R. Miller, license number GEOW-001100, L. Miller, license number GEOW-001102, G. Miller, license number GEOW-001103, and S. Miller, license number GEOW-001104.

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[4] On or about February 1, 1984, the Partnership was formed by Russell Miller, Sr., his wife Mary Miller, and their four sons, R. Miller, L. Miller, G. Miller, and S. Miller. In or about December 1998, the Partnership submitted its initial applications to the Division of Gambling Control (predecessor agency to the Bureau). Subsequently, the Partnership was issued a license (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.

Mary Miller passed away in 2001. Thereafter, the Commission continuously renewed the Partnership's license during the period of December 1, 2002, through May 31, 2006. The 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.

During that period of time (December 1, 2002 through May 31, 2006), an application for licensure was submitted for the Miller Survivor Family Trust, also known as the Estate of Mary 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.

During that period of time (June 1, 2006 through May 31, 2008), the Partnership removed the Estate of Mary Miller as a partner. In January 2008, the Commission issued the Partnership a new license to reflect that fact. As then licensed, the Partnership's ownership 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.

Sometime prior to April 2013, the Partnership again changed its ownership structure. It purported to change itself into a limited partnership, with the ownership interests being four percent for Normandie Club, Inc. (a currently non-licensed entity), general partner, and 24 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.

JURISDICTION

4. On October 29, 2013, Respondents were served with the Accusation, as well as a Statement to Respondent (Gov. Code, § 11505, subd. (b)), Request for Discovery (Gov. Code, § 11597.6), 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).

5. Each Respondent filed a timely Notice of Defense.

ADVISEMENT AND WAIVERS

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

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

8. Each Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth in paragraph 7 above, withdraws its or his request for a hearing on the Accusation, and agrees to be bound by this Stipulated Settlement.

STIPULATED AGREEMENT OF SETTLEMENT

9. For the purposes of resolving the Accusation and for any other matter involving the Commission or the Bureau, each Respondent admits that all the factual and legal allegations in the Accusation are true, accurate, and complete, and that such allegations provide a sufficient legal and factual basis to discipline its or his license.

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

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

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

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

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

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

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

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

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

17. As set forth above, each Respondent warrants and represents that Respondents have entered into the Current Agreement, which must be, and cannot be closed until it is, approved by the Commission. The Millers acknowledge and understand that upon revocation of their state gambling licenses and the Commission denying their renewal applications, they must sell their interests in the Partnership. (Bus. & Prof. Code, § 19892, subd. (b).) Additionally, the Millers acknowledge and understand that upon revocation of their state gambling licenses and the Commission denying their renewal applications, their participation and rights in the Partnership will be limited by Business and Professions Code section 19892, subdivision (c). Respondents acknowledge, understand, and agree that the stay is to accommodate their interests in closing the Current Agreement and allowing the Partnership to continue operations of the Normandie Club, a licensed gambling establishment. Accordingly, and because of the Plea Agreement, each Respondent agrees to the following conditions pending the Commission issuing the Decision and Order adopting this Stipulated Settlement and during the time the stay provided in paragraph 12 above is in effect. Respondents agree that the following conditions are necessary to protect the public health, safety, and welfare, and to assure the public trust that controlled gambling is free from corrupt and criminal elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. This Stipulated Settlement shall be subject to adoption by the Commission. Each Respondent understands and specifically agrees that counsel for the Complainant, and the Bureau's staff, may communicate directly with the Commission regarding this Stipulated Settlement, without notice to, or participation by, Respondents or their counsel, and that no such communication shall be deemed a prohibited ex parte communication.

22. By signing this Stipulated Settlement, each Respondent understands and agrees that it or he may not withdraw its or his agreement or seek to rescind the Stipulated Settlement prior to the time the Commission considers and acts upon it. If the Commission fails to adopt this Stipulated Settlement as its Decision and Order, this Stipulated Settlement shall be of no force or effect, and, except for actions taken pursuant to this paragraph and paragraph 21 above, it shall be inadmissible in any legal action between the parties. The Commission's consideration of this Stipulated Settlement shall not disqualify it from any further action regarding Respondents' licensure, including, but not limited to, disposition of the Accusation by a decision and order following a hearing on the merits.

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

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

[ACCEPTANCES ON FOLLOWING PAGES]

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 18, 2016

Russell Miller

By Erin Gordon

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 ___, 2016

Gregory Miller
Individually and as a General Partner
Respondent

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Respondent

Dated: April 18, 2016

_____
Gregory Miller
Individually and as a General Partner
Respondent

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

Dated: April ___, 2016

Stephen Miller
Individually and as a General Partner
Respondent

Dated: April 19, 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 ___, 2016

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

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

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

Dated: April ___, 2016

Stephen Miller
Individually and as a General Partner
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Dated: April ___, 2016

NORMANDIE CLUB
A General Partnership

By _____
A General Partner
Respondent

Approved as to Form:

Dated: April ___, 2016

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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

COMPLAINANT'S ACCEPTANCE

Dated: April 17TH, 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

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