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9

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

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

15 **Angela K. Harris**, license number GEOW-  
16 001069, sole proprietor, and doing business as:  
17 **Casino 99, fka Angie's Poker Club**, license  
number GEGE-000438

18 175 East 20th Street, Suite 150  
19 Chico, California 95928

20 and

21 **Gary Harris**, license number GEOW-001070,  
community property interest holder in **Casino 99**

22 175 East 20th Street, Suite 150  
23 Chico, California 95928

24 **Respondents**

**BGC Case No. HQ2020-00001AC**  
**BGC Case No. HQ2021-00022SL**

**OAH No. 2020110401**

**STIPULATED SETTLEMENT,  
DECISION AND ORDER**

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**In the Matter of the Statement of Issues  
Against:**

**Angela K. Harris**, license number GEOW-001069, sole proprietor, and doing business as:  
**Casino 99, fka Angie’s Poker Club**,  
(GEGE-000438)  
175 East 20th Street, Suite 150  
Chico, California 95928

and

**Gary Harris**, license number GEOW-001070,  
community property interest holder in **Casino  
99**

175 East 20th Street, Suite 150  
Chico, California 95928

**Respondents.**

**In the Matter of the Statement of Issues  
Against:**

**Casino 99, LLC**, No. GEOW-004058

And its Managing Members:

**Angela Kaye Harris**, No. GEOW-004059

and

**Gary Lee Harris**, No. GEOW-004047

175 East 20th Street, Suite 150  
Chico, California 95928

**Respondents.**

1 **PURPOSE OF THIS STIPULATED SETTLEMENT**

2 This Stipulated Settlement resolves three pending matters: (1) the Accusation  
3 (Accusation) filed March 16, 2020, which seeks to discipline the licenses of Angela Kaye Harris  
4 (Ms. Harris) and Gary Lee Harris (Mr. Harris), doing business as Casino 99 (Card Room); (2) the  
5 Statement of Issues filed June 9, 2020, which seeks to deny the renewal license applications of  
6 Ms. Harris and Mr. Harris; and (3) the Statement of Issues filed June 17, 2021, which seeks to  
7 deny the license applications of Casino 99, LLC (LLC) and its managing members, Ms. Harris  
8 and Mr. Harris.<sup>1</sup> These pleadings are referred to, collectively, as the Operative Pleadings. The  
9 Operative Pleadings allege violations of, and lack of suitability for licensing under, the Gambling  
10 Control Act (Act) (Bus. & Prof. Code, § 19800 et seq.) and the regulations promulgated  
11 thereunder.

12 **PARTIES AND ISSUED LICENSES**

13 1. Stephanie Shimazu and Nathan DaValle (collectively, Complainant) filed the  
14 Operative Pleadings solely in their official capacities as the Director and the Acting Director,  
15 respectively, of the California Department of Justice, Bureau of Gambling Control (Bureau).

16 2. Respondent Ms. Harris, state gambling license number GEOW-001069, owns and as a  
17 sole proprietor does business as the Card Room, license number GEGE-000438. The Card Room  
18 is an eight-table card room presently operating in Chico, California.<sup>2</sup>

19 3. Respondent Mr. Harris, state gambling license number GEOW-001070, is a  
20 community property interest holder in the Card Room.<sup>3</sup>

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22 \_\_\_\_\_  
23 <sup>1</sup> The Card Room, the LLC, and Ms. Harris and Mr. Harris, individually and as members  
of the LLC, are referred to, collectively, as “Respondents” and, individually, as “Respondent” in  
this Stipulated Settlement.

24 <sup>2</sup> Ms. Harris was initially registered to own and operate the Card Room on September 15,  
25 1997, under the Gaming Registration Act (former Bus. & Prof. Code, § 19800 et seq.). The  
26 Gaming Registration Act was the predecessor of the current Gambling Control Act. Ms. Harris  
has been continuously registered or licensed to own and operate Casino 99 since September 15,  
1997.

27 <sup>3</sup> Mr. Harris has continuously held a state gambling license as a community property  
28 interest holder in the Card Room since November 2000.



1 Respondent (Gov. Code, § 11505, subd. (b)), Request for Discovery (Gov. Code, § 11597.6),  
2 copies of Government Code sections 11507.5, 11507.6 and 11507.7, and two copies of the Notice  
3 of Defense form (Gov. Code, §§ 11505 & 11506).

4 10. On June 9, 2020, the Statement of Issues for the Renewal Applications was served,  
5 along with a Statement to Respondent (Gov. Code, § 11505, subd. (b)), Request for Discovery  
6 (Gov. Code, § 11597.6), copies of Government Code sections 11507.5, 11507.6 and 11507.7, and  
7 two copies of the Notice of Defense form (Gov. Code, §§ 11505 & 11506).

8 11. On June 17, 2021, the Statement of Issues for the Initial Applications was served,  
9 along with a Statement to Respondent (Gov. Code, § 11505, subd. (b)), Request for Discovery  
10 (Gov. Code, § 11597.6), copies of Government Code sections 11507.5, 11507.6 and 11507.7, and  
11 two copies of the Notice of Defense form (Gov. Code, §§ 11505 & 11506).

12 12. Respondents served timely Notices of Defense.

### 13 **ADVISEMENT AND WAIVERS**

14 13. Each Respondent has carefully reviewed the legal and factual allegations in each of  
15 the Operative Pleadings. Each Respondent has also carefully reviewed this Stipulated Settlement,  
16 and has discussed with counsel, this Stipulated Settlement. Each Respondent fully understands  
17 the terms and conditions contained within this Stipulated Settlement and the effects thereof.

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

26 15. Each Respondent voluntarily, knowingly, and intelligently waives and gives up each  
27 and every right set forth in paragraph 14 above, agrees not to request a hearing on the Operative  
28 Pleadings, and agrees to be bound by this Stipulated Settlement.

1 **STIPULATED ADMISSIONS**

2 16. For the purposes of resolving and settling the Operative Pleadings and for any other  
3 matter now and in the future involving the Commission, the Bureau, or licensed gambling, each  
4 Respondent admits that the factual and legal allegations in, and supporting, the Operative  
5 Pleadings are true, accurate, and complete. Each Respondent further admits, and agrees, that such  
6 facts provide a sufficient legal and factual basis to discipline, and deny the Applications for, his,  
7 her, or its license.

8 **STIPULATED AGREEMENT OF SETTLEMENT**

9 17. Each Respondent understands and agrees that the admissions made in paragraph 16  
10 above may be entered into evidence in any legal proceeding brought or prosecuted by the  
11 Commission or the Bureau as if those admissions were made under oath and penalty of perjury.  
12 The admissions made by Respondents herein are only for the purposes of these proceedings, or  
13 any future proceedings in which the Bureau, the Commission, or any successor agency is  
14 involved, and shall not be otherwise admissible in any criminal, civil, or unrelated administrative  
15 proceeding.

16 18. Upon the effective date of the Decision and Order issued by the Commission adopting  
17 this Stipulated Settlement (Effective Date) and subject to this Stipulated Settlement's provisions,  
18 the Applications will be granted as follows:

- 19 a. License Number GEGE-000438 for the Card Room will be renewed. License  
20 Numbers GEOW-001069 and GEOW-001070 for Ms. Harris and Mr. Harris,  
21 respectively, will be renewed. Ms. Harris and Mr. Harris have been advised and,  
22 therefore, understand and acknowledge that upon completion of the transfer  
23 pursuant to paragraph 18 b of this Stipulated Settlement, these licenses for the  
24 Card Room, Ms. Harris, and Mr. Harris will cease to be valid and will be  
25 automatically canceled. (Cal. Code Regs., tit. 4, § 12035, subd. (b)(2).)
- 26 b. License Number GEGE-001384 for the Card Room will be granted. License  
27 numbers GEOW-004058, GEOW-004059, and GEOW-004047 for the LLC, Ms.  
28 Harris and Mr. Harris, respectively, will be granted to allow for the transfer of the

1 Card Room's assets to the LLC. These licenses will be effective for Respondents'  
2 operation of the Card Room after the license cancelation provided in paragraph 18  
3 a of this Stipulated Settlement.

4 19. Immediately following granting licensure as described above in paragraph 18 above,  
5 Respondents' licenses will be suspended for a total of 12 months (Suspension Period). The  
6 suspension will be stayed provided that Respondents, jointly and severally, perform and comply  
7 with each and every condition of this Stipulated Settlement. If the suspensions remain stayed in  
8 accordance with this paragraph for the entire Suspension Period, the suspensions shall be deemed  
9 satisfied and shall expire at the end of the Suspension Period without any further order by the  
10 Commission. In addition to and as part of their waivers set forth in paragraphs 14 and 15 above,  
11 each Respondent expressly, voluntarily, and knowingly waives any privilege or right available  
12 under, or conferred by, Government Code section 11522.

13 20. Respondents, jointly and severally, agree to pay the Bureau the sum of \$40,000 (Cost  
14 Recovery) as the reasonable costs of investigation and prosecution of the acts and omissions  
15 alleged in the Operative Pleadings as provided for in Business and Professions Code section  
16 19930, subdivision (d). The Cost Recovery will be deposited in accordance with Business and  
17 Professions Code section 19930, subdivision (e) into the fines and penalties special account  
18 described in Business and Professions Code 19950, subdivision (a). Respondents, jointly and  
19 severally, agree to pay the Cost Recovery as follows: \$12,500 (Initial Payment) within 30 days of  
20 the Effective Date, and thereafter, \$2,500 every 30 days after the Initial Payment date until the  
21 total Cost Recovery is paid in full. If Respondents, jointly and severally, do not perform and  
22 comply with each and every condition of this Stipulated Settlement, any outstanding balance of  
23 the Cost Recovery will be due immediately.

24 21. Respondents, jointly and severally, agree to pay the Bureau monetary penalties in the  
25 amount of \$50,000 (Penalty) for the acts and omissions alleged in the Operative Pleading and  
26 admitted to in paragraph 16 above. The Penalty shall be stayed for the duration of the Suspension  
27 Period provided that each Respondent performs and complies with each and every condition of  
28 this Stipulated Settlement. If Respondents fully perform and comply with each and every

1 condition of this Stipulated during the Suspension Period, the Penalty shall be waived and  
2 released, and Respondents shall have no further obligation to pay the Penalty. However, if  
3 Respondents, jointly and severally, do not perform and comply with each and every condition of  
4 this Stipulated Settlement during the Suspension Period, the Penalty will be due immediately.  
5 Any Penalty paid will be deposited in accordance with Business and Professions Code section  
6 19950, subdivision (a).

7 22. During the Suspension Period, Respondents shall meet, or perform, the following  
8 conditions:

- 9 a. The Card Room shall engage a consultant (Consultant) acceptable to the Bureau.  
10 The Consultant shall be engaged for the duration of the Suspension Period.  
11 Monthly, for the duration of the Suspension Period, the Consultant will provide a  
12 report in writing to the Bureau on the Card Room's compliance with all applicable  
13 laws, rules, and regulations, including among others the Act and its regulations.  
14 Each report shall be in a form satisfactory to the Bureau.
- 15 b. Any person engaged as the Consultant shall hold a current portable key employee  
16 license issued by the Commission. The Consultant shall be independent from, and  
17 certify under penalty of perjury his or her independence from each of the  
18 Respondents, and any of their affiliates.
- 19 c. Additionally, the Consultant shall provide the Bureau with any other reports or  
20 statements that the Bureau may require. Further, Respondents or the Consultant  
21 shall make the Card Room's books and records available to the Bureau for  
22 inspection immediately upon demand.
- 23 d. Among other requirements, the Consultant will also report on Mr. Harris's poker-  
24 playing activity at the Card Room, and his or her report will include gambling  
25 activity logs that are required to be maintained by Mr. Harris, as described below.
- 26 e. Other than card games involving poker, Mr. Harris will not play any card games or  
27 engage in any other form of gambling at the Card Room, so long as he or any of  
28 his affiliates have any financial interest in the Card Room. Mr. Harris will



1 maintain a detailed log of every session of gambling activity by him at the Card  
2 Room, including the beginning and ending time, source of funds used, the amounts  
3 wagered, and where winnings, if any, are deposited.

- 4 f. Respondents shall bear all costs associated or incurred in connection with  
5 engaging and retaining the Consultant and the Consultant performing the  
6 responsibilities under this Stipulated Settlement. Respondents shall not have the  
7 power to terminate the Consultant without the Bureau's prior written approval.
- 8 g. Respondents agree they will not use the LLC to conduct any business of the Card  
9 Room, and will not use the LLC's bank accounts until the Effective Date and  
10 transfer of the Card Room's assets to the LLC.
- 11 h. Ms. Harris will continue to handle all owner duties, including control of the  
12 finances, until Mr. Harris is permitted and licensed to do so.
- 13 i. The LLC will comply with the two conditions related to the transfer of interest in  
14 the LLC and legends noted in the Bureau's February 26, 2021 Initial Background  
15 Investigation Report to the Commission.
- 16 j. Respondents shall comply in all material respects with the Act, the regulations  
17 adopted under the Act, the California Penal Code, and any local ordinances and  
18 regulations governing gambling or the operation of gambling establishments.
- 19 k. Respondents shall bear all costs relating to complying with the terms set forth in  
20 this Stipulated Settlement.

21 23. Respondents agree that it shall be a default under this Stipulated Settlement to (a) fail  
22 to pay the Cost Recovery when due or (b) fail otherwise to comply with any term of this  
23 Stipulated Settlement.

24 24. Respondents agree that upon a default, the stay shall be lifted and any state gambling  
25 license issued by the Commission to Respondents shall be deemed to be suspended. Each  
26 Respondent expressly waives any right to hearing with respect to, or arising out of, any license  
27 suspension based upon a default in paying the Cost Recovery and Penalty, or based upon the  
28 allegations of the Operative Pleadings that are admitted to in paragraph 16 above. The parties

1 understand and acknowledge that Respondents may request a hearing as to any other basis for  
2 default. Nothing in this Stipulated Settlement shall preclude, prevent, prejudice, or otherwise  
3 disable the Bureau or its Director from issuing an emergency order pursuant to Business and  
4 Professions Code section 19931 or pursuing additional discipline for any default occurring during  
5 or after the Suspension Period.

6 25. If Respondents default in payment of any monies due under this Stipulated Settlement  
7 in any way, Respondents agree that the Commission's Decision and Order adopting the Stipulated  
8 Settlement may be presented to the Sacramento County Superior Court and, after notice to  
9 Respondents and an opportunity to be heard, judgment entered thereon. Respondents further  
10 agree that the judgment shall include interest, calculated at the maximum rate allowed by law to  
11 accrue from the Effective Date. Respondents also agree that the judgment shall include the  
12 Bureau's costs of obtaining, enforcing, and collecting the judgment. Costs shall include  
13 reasonable attorney fees calculated at then-prevailing hourly rates for services provided in the  
14 private sector for attorneys of comparable experience.

15 26. If the Suspension Period exceeds the term, or expiration date, of any license granted  
16 and issued pursuant to this Stipulated Settlement, Respondents acknowledge and agree that any  
17 renewal license granted by the Commission will require their continued compliance with this  
18 Stipulated Settlement for the entire Suspension Period.

19 27. The parties agree that this Stipulated Settlement fully resolves their dispute  
20 concerning the Operative Pleadings, and that, except upon default, no further discipline, including  
21 revocation or suspension, shall be sought against Respondents based solely upon the allegations  
22 contained within the Operative Pleadings.

23 28. This Stipulated Settlement shall be subject to adoption by the Commission. Each  
24 Respondent understands and specifically agrees that counsel for the Complainant, and the  
25 Bureau's staff, may communicate directly with the Commission regarding this Stipulated  
26 Settlement, without notice to, or participation by, Respondents or their counsel, and that no such  
27 communication shall be deemed a prohibited ex parte communication. Each Respondent  
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1 specifically acknowledges and agrees that such communications are permissible pursuant to  
2 Government Code section 11430.30, subdivision (b).

3 29. By signing this Stipulated Settlement, each Respondent understands and agrees that it,  
4 she, or he may not withdraw its, her, or his agreement or seek to rescind the Stipulated Settlement  
5 prior to the time the Commission considers and acts upon it. If the Commission fails to adopt this  
6 Stipulated Settlement as its Decision and Order, this Stipulated Settlement shall be of no force or  
7 effect, and, except for actions taken pursuant to this paragraph and paragraph 28 above, it shall be  
8 inadmissible in any legal action between the parties. The Commission's consideration of this  
9 Stipulated Settlement shall not disqualify it from any further action regarding Respondents'  
10 licensure, including, but not limited to, disposition of the Operative Pleadings by a decision and  
11 order following a hearing on the merits.

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

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

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ACCEPTANCE

Each Respondent has carefully read and considered the above Stipulated Settlement. Each Respondent has discussed its terms and effects with legal counsel. Each Respondent also understands the Stipulated Settlement and the effects it will or may have on Respondents' state gambling licenses. Each Respondent further understands that its, her, or his state gambling license will be suspended for 12 months subject to a stay and conditions. Each Respondent further understands that it, she, or he will be obligated jointly and severally to pay the Bureau a total sum of \$40,000 in Cost Recovery and that the failure to pay any portion of that amount when due, or to abide by the conditions and terms of the Stipulated Settlement, will result in lifting the stay and suspension. Each Respondent further understands that it, she, or he will be obligated jointly and severally to immediately pay the Bureau a total sum of \$50,000 in Penalty if it, she, or he fails to abide by the conditions and terms of the Stipulated Settlement. Each Respondent enters into this Stipulated Settlement voluntarily, knowingly and intelligently, and agrees to be bound by its terms.

Dated: July 19, 2021

Casino 99, LLC

By

Angela K. Harris  
Angela K. Harris, its managing member

By

Gary L. Harris  
Gary L. Harris, its managing member  
Respondents

Dated: July 19, 2021

Angela K. Harris  
Angela K. Harris  
Respondent


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Dated: July 19, 2021

  
\_\_\_\_\_  
Gary L. Harris  
Respondent

Approved as to Form:

Dated: July 19, 2021

  
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Jarrett Blonien, Blonien & Associates  
*Attorneys for Respondents Casino 99, LLC, Angela K. Harris  
and Gary L. Harris, individually and as members of Casino  
99, LLC.*

**COMPLAINANT'S ACCEPTANCE**

Dated: July 19, 2021

\_\_\_\_\_  
NATHAN DAVALLE, Acting 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 \_\_, 2021

Respectfully Submitted,  
  
ROB BONTA  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Deputy Attorney General  
WILLIAM P. TORNGREN  
Supervising Deputy Attorney General

PARAS HRISHIKESH MODHA  
Deputy Attorney General  
*Attorneys for Complainant, Yolanda Morrow*


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Dated: July \_\_, 2021

Gary L. Harris  
Respondent

Approved as to Form:

Dated: July \_\_, 2021

  
Jarrett Blonien, Blonien & Associates  
*Attorneys for Respondents Casino 99, LLC, Angela K. Harris  
and Gary L. Harris, individually and as members of Casino  
99, LLC.*

**COMPLAINANT'S ACCEPTANCE**

Dated: July \_\_, 2021

  
NATHAN DAVALLE, Acting 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 \_\_, 2021

Respectfully Submitted,

ROB BONTA  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Deputy Attorney General  
WILLIAM P. TORNGREN  
Supervising Deputy Attorney General

PARAS HRISHIKESH MODHA  
Deputy Attorney General  
*Attorneys for Complainant, Yolanda Morrow*

1 Dated: July \_\_\_, 2021

\_\_\_\_\_  
Gary L. Harris  
Respondent

2  
3  
4 Approved as to Form:

5 Dated: July \_\_\_, 2021

\_\_\_\_\_  
Jarhett Blonien, Blonien & Associates  
*Attorneys for Respondents Casino 99, LLC, Angela K. Harris  
and Gary L. Harris, individually and as members of Casino  
99, LLC.*

8 **COMPLAINANT’S ACCEPTANCE**

9  
10 Dated: July \_\_\_, 2021

\_\_\_\_\_  
NATHAN DAVALLE, Acting Director  
*Bureau of Gambling Control  
California Department of Justice*

11  
12  
13 The foregoing Stipulated Settlement is hereby respectfully submitted for consideration by  
14 the California Gambling Control Commission.

15  
16 Dated: July 19, 2021

Respectfully Submitted,  
ROB BONTA  
Attorney General of California  
SARA J. DRAKE  
Senior Assistant Deputy Attorney General  
WILLIAM P. TORNGREN  
Supervising Deputy Attorney General

21 *Paras H. Modha*

22 PARAS HRISHIKESH MODHA  
23 Deputy Attorney General  
*Attorneys for Complainant, Yolanda Morrow*

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1 **DECISION AND ORDER OF THE COMMISSION**


2 The California Gambling Control Commission hereby adopts the foregoing Stipulated  
3 Settlement of the parties for the following cases: *In the Matter of the Accusation Against: Angela*  
4 *K. Harris, et al.*, OAH Case No. 2020110401 and BGC Case Nos. HQ2020-00001AC; *In the*  
5 *Matter of the Statement of Issues Against: Angela K. Harris, et al.*, OAH Case No. 2020110401  
6 and BGC Case Nos. HQ2020-00001AC; and *In the Matter of the Statement of Issues Against:*  
7 *Casino 99, LLC, et al.*, BGC Case No. HQ2021-00022SL, as its final Decision and Order in the  
8 matter to be effective upon execution below by its members.

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10 **IT IS SO ORDERED**

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12 Dated: 9/23/21

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14 PAULA D. LABRIE, Chairperson

15 Dated: 09/23/2021

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17 ERIC C. HEINS, Commissioner

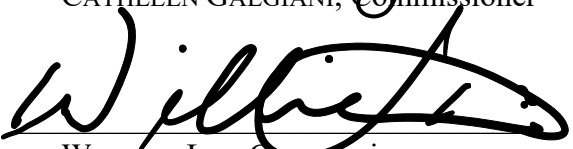
18 Dated: 9/23/21

19   
20 EDWARD YEE, Commissioner

21 Dated: 9/23/21

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23 CATHLEEN GALGIANI, Commissioner

24 Dated: 9/23/21

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26 WILLIAM LIU, Commissioner