



*State of Louisiana*  
*Gaming Control Board*

**IN RE: 3D ISLAND ENTERPRISES, INC. D/B/A  
EIGHT BALL GAME ROOM  
NO. 4800114906**

**ORDER**

This matter was considered by the Louisiana Gaming Control Board at its meeting of March 15, 2012. The Hearing Officer's order dated March 7, 2012, based on the "Joint Motion for Approval of Compromise and Settlement Agreement" in the matter of the "Notice of Recommendation of Revocation" by and between 3D Island Enterprises, Inc. d/b/a Eight Ball Game Room, No. 4800114906, and the State of Louisiana, Department of Public Safety and Corrections, Office of State Police, which is attached hereto and incorporated herein, is **APPROVED**.

**THUS DONE AND SIGNED on this the 15<sup>th</sup> day of March, 2012.**

**LOUISIANA GAMING CONTROL BOARD**

BY: *Kevin Rogers*

LOUISIANA GAMING CONTROL BOARD  
I HEREBY CERTIFY THAT A CERTIFIED  
COPY HAS BEEN MAILED OR SERVED ON  
ALL PARTIES THIS 16<sup>th</sup> DAY  
OF March, 2012  
APPEAL DOCKET CLERK  
*Henry Thomas*

LGCB-1346-12-B

**RECEIVED**

MAR 07 2012

STATE OF LOUISIANA

LOUISIANA GAMING CONTROL BOARD

LGCB  
ADMINISTRATIVE HEARING OFFICE

ADMINISTRATIVE HEARING OFFICE

IN RE: 3D ISLAND ENTERPRISES, INC.  
d/b/a EIGHT BALL GAME ROOM

LICENSE No. 4800114906

**JOINT MOTION FOR APPROVAL OF COMPROMISE AND  
SETTLEMENT AGREEMENT**



**TO THE HONORABLE ADMINISTRATIVE HEARING OFFICER:**

COME NOW the State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter "the Division") and 3D Island Enterprises, Inc. d/b/a Eight Ball Game Room (hereinafter "the Licensee") who file this, their Joint Motion for Approval of Compromise and Settlement Agreement, and in support thereof would respectively show unto the Hearing Officer as follows:

1.

The Division and the Licensee are desirous of compromising and settling all disputes between them relative to the referenced administrative proceeding. In connection therewith, the parties have entered into a compromise and settlement agreement which by its terms will become effective upon approval by the Administrative Hearing Officer and the Louisiana Gaming Control Board.

2.

A true and correct copy of the proposed Compromise and Settlement Agreement

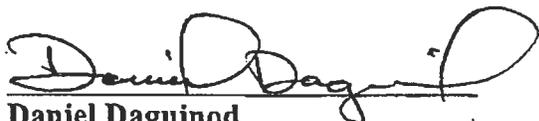
TRUE COPY  
  
Representative  
Louisiana Gaming Control Board

is attached hereto as Exhibit "A" and incorporated by reference for all purposes.

**WHEREFORE, PREMISES CONSIDERED,** The Division and the Licensee respectfully request that this Honorable Administrative Hearing Officer approve the parties' Compromise and Settlement Agreement.

Respectfully Submitted,

**JAMES D. "BUDDY" CALDWELL  
ATTORNEY GENERAL**



**Daniel Daguinod**  
111 West 17<sup>th</sup> Street  
Reserve, LA 70084  
*President of 3D Island Enterprises, Inc.*

By: 

**Olga M. Bogran, Bar Roll #24302**  
Assistant Attorney General  
Gaming Division  
400 Royal St. Suite 1230  
New Orleans, LA 70130  
Telephone: (504)599-1153  
Facsimile: (504) 599-1163  
*Counsel for the Division*

**EXHIBIT "A"**

**STATE OF LOUISIANA**  
**LOUISIANA GAMING CONTROL BOARD**  
**ADMINISTRATIVE HEARING OFFICE**

**IN RE: 3D ISLAND ENTERPRISES, INC. LICENSE No. 4800114906**  
**d/b/a EIGHT BALL GAME ROOM**

**COMPROMISE AND SETTLEMENT AGREEMENT**

The State of Louisiana, Department of Public Safety and Corrections, Office of State Police (hereinafter the "Division") and 3D Island Enterprises, Inc. d/b/a Eight Ball Game Room (hereinafter "the Licensee") do hereby represent and agree as follows:

**WHEREAS**, the Louisiana Gaming Control Board has issued a Notice of Recommendation of Revocation to the Licensee, which notice alleges certain violations of Louisiana Gaming Control Law; and

**WHEREAS**, the issues raised by the said Notice of Recommendation of Revocation are set for hearing before the Louisiana Gaming Control Board Administrative Hearing Office; and

**WHEREAS**, the parties hereto are desirous of fully and finally compromising and settling all disputes and issues raised in connection with the said Notice of Recommendation of Revocation;

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto do hereby agree and stipulate as follows:

## STIPULATIONS

1. On August 2, 2011, the Division received notification from the Louisiana Department of Revenue (hereinafter "LDR") that the Licensee was ineligible for a state tax clearance.

2. On or about October 12, 2011, the Licensee received notification that they had thirty (30) days to resolve the tax problems. Laurina Daguinod signed the certified mail receipt.

3. On January 18, 2012, the Louisiana Gaming Control Board issued a Notice of Recommendation of Revocation to the Licensee alleging the failure to obtain a state tax clearance and remain in compliance with gaming law.

4. Subsequent to the thirty (30) day period allowed by the Division for resolution of the tax issue, the Licensee was issued a state tax clearance and came into compliance<sup>1</sup>.

## TERMS AND CONDITIONS

1. The Licensee agrees to pay a civil penalty of Five Hundred Dollars (\$500.00), in lieu of revocation for the period of non-compliance.

2. The Division hereby agrees to accept the payment of Five Hundred Dollars (\$500.00) in full and final settlement of the Notice of Recommendation of Revocation.

3. The Division reserves the right to take into consideration these admitted stipulations and violations in connection with any future investigation, violation or assessment of penalty, and in connection with any future determination of the suitability of the Licensee.

4. This Compromise and Settlement Agreement constitutes the entire agreement between the Division and the Licensee pertaining to the Licensee's failure to

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<sup>1</sup> Exhibit 1 (Copy of Business Consent to Disclose Louisiana Tax Information /Clearance Form dated February 2, 2012).

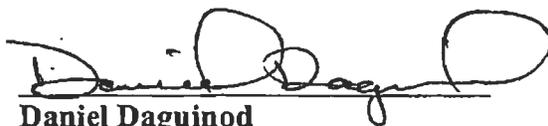
timely submit the tax clearances as required by gaming law and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

5. This Compromise and Settlement Agreement is subject to approval by the Hearing Officer and the Louisiana Gaming Control Board. It is expressly understood that if this proposed settlement is approved by the Hearing Officer, this agreement is not thereby executory, but will be submitted to the Louisiana Gaming Control Board for its determination as to whether to approve same or to remand the matter to the Hearing Officer for a full hearing on the merits.

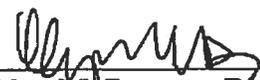
6. If approved, the Licensee must make full payment of the civil penalty to the Division within fifteen (15) days of approval by the Louisiana Gaming Control Board. Failure to do so shall result in the immediate revocation of the License without the necessity of any further administrative action.

7. The terms of this Compromise and Settlement Agreement shall be interpreted under the laws of the State of Louisiana.

I have read this entire Compromise Settlement Agreement, understand it, and agree to all stipulations and terms and conditions hereof.

  
**Daniel Daguinod**  
111 West 17<sup>th</sup> Street  
Reserve, LA 70084  
*President of 3D Island Enterprises, Inc.*

**JAMES D. "BUDDY" CALDWELL**  
**ATTORNEY GENERAL**

By:   
**Olga M. Bogran, Bar Roll #24302**  
Assistant Attorney General  
Gaming Division  
400 Royal St. Suite 1230  
New Orleans, LA 70130  
Telephone: (504)599-1153  
Facsimile: (504) 599-1163  
*Counsel for the Division*

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**LOUISIANA GAMING CONTROL BOARD  
LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS  
OFFICE OF STATE POLICE  
GAMING ENFORCEMENT SECTION**

**TAXPAYER CONSENT TO DISCLOSE LOUISIANA TAX INFORMATION / CLEARANCE FORM**

I authorize the Louisiana Department of Revenue (DOR) to disclose any of my returns and return information, for the past three tax years, to the Louisiana Gaming Control Board and the Louisiana State Police Gaming Enforcement Section.

I also authorize the Louisiana Department of Revenue to disclose this information to any person to the extent the Louisiana Department of Revenue deems necessary to clarify any matter pertaining to this information that is published, discussed, or otherwise disseminated in the public record.

I am aware that without this authorization, my return and return information are confidential and are protected by law under Louisiana statute.

Legal Name of Taxpayer <b>3D ISLAND ENTERPRISES INC</b>		Louisiana State Tax ID Number [REDACTED]	
Current Mailing Address of Taxpayer <b>111 W 17th ST</b>		City <b>BOSSIERE</b>	Zip Code <b>70004</b>
Taxpayer's Signature (showing Release of Information) <i>[Signature]</i>		Date of Release	

Louisiana Administrative Code 43:30.2405 B.1.1, requires that all taxpayers for a license and licensee shall file returns in filing all applicable tax returns and in the payment of all taxes, interest and penalties owed to all appropriate taxing authorities, the state of Louisiana and the Internal Revenue Service, including the state of Louisiana, and including filing for which the Department of Revenue and Taxation and the Internal Revenue Service have accepted a payment schedule of back taxes.

The signature of the Louisiana Department of Revenue agent identified below certifies that an inquiry regarding the current tax status of the taxpayer identified above has been performed with the state indicated below.

A tax clearance is:  Granted  Unable to be granted at this time

x Henny Magee J. Volmer  
Statewide and Title Guaranty Service Representative

2-7-12  
Date of Certification



STATE OF LOUISIANA  
LOUISIANA GAMING CONTROL BOARD

ADMINISTRATIVE HEARING OFFICE

IN RE: 3D ISLAND ENTERPRISES, INC.  
d/b/a EIGHT BALL GAME ROOM

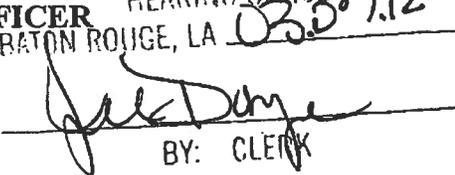
LICENSE No. 4800114906

ORDER

BE IT REMEMBERED that on the 7<sup>th</sup> day of March, 2011, came on for consideration the Joint Motion for Approval of Compromise and Settlement Agreement, and the parties having appeared in person or by and through their respective attorneys of record, and the Hearing Officer having considered the pleadings on file, the proposed Settlement Agreement, and the said Motion, and it appearing to the Hearing Officer that the said Compromise and Settlement Agreement should be approved; it is, therefore,

ORDERED, ADJUDGED, AND DECREED that the Compromise and Settlement Agreement attached to the parties' Joint Motion for Approval of Compromise and Settlement Agreement be, and the same is hereby, **APPROVED**; that the Licensee must pay Five Hundred and No/100 (\$500.00) Dollars to the Division within fifteen (15) days of approval by the Louisiana Gaming Control Board. Failure to do so shall result in the immediate revocation of the gaming License without the necessity of any further administrative action.

SIGNED AND ENTERED this 7<sup>th</sup> day of March, 2012, in  
Baton Rouge, Louisiana.  
I HEREBY CERTIFY THAT A CERTIFIED  
COPY HAS BEEN MADE OF THIS ORDER.  
ALL PAPERS FILED  
OF March 2012  
DORIS L. CLARK, ADMINISTRATIVE CLERK  
cc: Daniel Baguena  
Olga Bogdan  
Sgt. Monelle Sibbes

  
HEARING OFFICER  
A TRUE COPY ATTEST  
LOUISIANA GAMING CONTROL BOARD  
HEARING OFFICE  
BATON ROUGE, LA 03/07/12  
  
BY: CLERK