

**CIVIL CASE INFORMATION STATEMENT
CIVIL CASES
(Other than Domestic Relations)**

IN THE CIRCUIT COURT OF LOGAN , WEST VIRGINIA

I. Case Style:

Plaintiff(s):

Southern Amusement, Co., Inc.

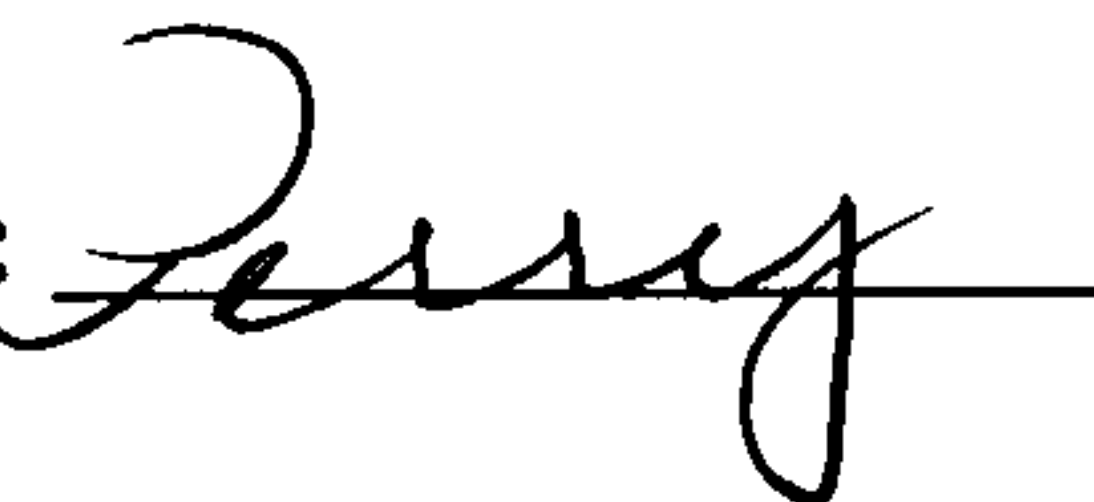
C/O Kuenzel & Associates, PLLC

(Address)

P.O. Box 607, Chapmanville, WV 25508

(City, State, Zip)

Case No.: 14 - C - 231

Judge: 

RECEIVED & FILED
VIOLE KULONA
CLERK OF COURT

AUG 28 2014

LOGAN COUNTY

V.

Defendant(s):

Days to Answer:

Type Service:

B&J Business Enterprises Inc., d/b/a

30

WV SOS

Giovannis Pizza

c/o Greg Dotson

PO Box 1677

Logan, WV 25601

(City, State, Zip)

Defendant(s):

Days to Answer:

Type Service:

Dotson's Management Co., Inc.

30

WV SOS

c/o Greg Dotson

PO Box 1677

Logan, WV 25601

(City, State, Zip)

Defendant(s):

Days to Answer:

Type Service:

Jessie's Italian Restaurant LLC

30

WV SOS

d/b/a Joyce's and d/b/a Tobacco & More Express

c/o Jeannie Dotson

619 Main Avenue

Logan, WV 25601

(City, State, Zip)

Defendant(s):
Dawn Enterprises LLC

Days to Answer:
30

Type Service:
WV SOS

c/o Sarah J. Castle

2700 Greasy Ridge Road

Princeton, WV 24740
(City, State, Zip)

Defendant(s):
Greg Dotson

Days to Answer:
20

Type Service:
Certified Mail

PO Box 1677

619 Main Avenue

Logan, WV 25601
(City, State, Zip)

Defendant(s):
Jeannie Dotson

Days to Answer:
20

Type Service:
Certified Mail

619 Main Avenue

Logan, WV 25601
(City, State, Zip)

Defendant(s):
Bridget Dotson White

Days to Answer:
20

Type Service:
Certified Mail

619 Main Avenue

Logan, WV 25601
(City, State, Zip)

Original and 16 copies of the Complaint are furnished herewith.

Plaintiff(s): Southern Amusement Co., Inc.
Defendant(s): B&J Business Enterprises Inc., et al

Case No.: 14-C 231

II. Type of Case:

<input checked="" type="checkbox"/> General Civil (Breach of Contract; Fraud; Tortuous Interference with Contract)	<input type="checkbox"/> Adoption	<input type="checkbox"/> Mental Hygiene
<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Guardianship
<input type="checkbox"/> Medical Malpractice	<input type="checkbox"/> Family Court Appeal	<input type="checkbox"/> Other
<input type="checkbox"/> Mass Litigation	<input type="checkbox"/> Magistrate Court Appeal	<input type="checkbox"/> Habeas Corpus
(Mass litigation type <input type="checkbox"/>)	<input type="checkbox"/> Miscellaneous Civil Petition	<input type="checkbox"/> Extraordinary Writ (<input type="checkbox"/>)

III. Jury Demand: ☐ Yes ☒ No

Case will be ready for trial by (month/year): April 1, 2015

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO DISABILITY? ☐ Yes ☒ No

If yes, please specify:

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired

☐ Other: _____

Attorney Name: Robert B. Kuenzel

Firm: Kuenzel & Associates, PLLC

Address: 36 Adams Street, P.O. Box 607
Chapmanville, WV 25508

Telephone: 304.310.4263

Dated: 08/28/2014

Representing:

☒ Plaintiff ☐ Defendant

☐ Cross-Complainant ☐ Cross-Defendant


Signature

☐ Proceeding without an Attorney

KUENZEL & ASSOCIATES, PLLC

36 ADAMS STREET
P.O. BOX 607
CHAPMANVILLE, WV 25508
304.310.4263 TELEPHONE
304.310.4264 FACSIMILE

ROBERT B. KUENZEL
rob@kuenzellaw.com
ERIN R. BIAS
erin@kuenzellaw.com

August 28, 2014

Circuit Clerk of Logan County
300 Stratton Street
Room 311, 3rd Floor
Logan, WV 25601

RECEIVED
CLERK OF COURT
LOGAN COUNTY
WEST VIRGINIA

AUG 28 2014

LOGAN COUNTY

RE: Southern Amusement
Civil Action No. 14-C-231

Dear Ms. Kolota:

Enclosed please find the following documents to be filed in the above styled case:

- ▶ **Original Civil Complaint for filing;**
- ▶ **Sixteen (16) copies of Civil Complaint;**
- ▶ **Summons for B&J Enterprises Inc., to be served by WV SOS;**
- ▶ **Summons for Dotson's Management Co., Inc., to be served by WV SOS;**
- ▶ **Summons for Jessie's Italian Restaurant LLC, to be served by WV SOS;**
- ▶ **Summons for Dawn Enterprises LLC, to be served by WV SOS;**
- ▶ **Summons for Greg Dotson to be served via certified mail;**
- ▶ **Summons for Jeannie Dotson to be served via certified mail;**
- ▶ **Summons for Bridget Dotson White to be served via certified mail;**
- ▶ **Civil Case Sheet;**
- ▶ **Certificate of Service on Request for Production and Request for Admission on Jeannie Dotson;**
- ▶ **Certificate of Service on Request for Production and Request for Admission on Bridget Dotson White; and**
- ▶ **Check for \$280.00 (\$200 filing fee; \$20 forwarding fee to WV SOS; \$60 for service of process on Greg Dotson, Jeannie Dotson and Bridget Dotson White); and**
- ▶ **Check to WV SOS for \$80 for service on B&J Enterprises Inc., Dotson's Management Co., Inc., Jessie's Italian Restaurant LLC, and Dawn Enterprises LLC.**

If you have any questions please feel free to contact me. I am,

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Kuenzel', with a stylized, flowing script.

Robert Kuenzel, State Bar No. 8972
Kuenzel & Associates, PLLC
36 Adams Street
P.O. Box 607
Chapmanville, WV 25508-0607
304.310.4263

Enclosure
cc: Client

IN THE CIRCUIT COURT OF LOGAN COUNTY, WEST VIRGINIA

SOUTHERN AMUSEMENT CO., INC.

Plaintiff,

v.

Civil Action No.: 14 - C - 231

**B&J BUSINESS ENTERPRISES INC., doing
business as GIOVANNIS PIZZA, a West Virginia
Corporation; DOTSON'S MANAGEMENT
CO., INC., a West Virginia Corporation;
JESSIE'S ITALIAN RESTAURANT LLC,
doing business as JOYCE'S and TOBACCO &
MORE EXPRESS, a West Virginia Limited
Liability Company; DAWN ENTERPRISES LLC,
a West Virginia Limited Liability Company; GREG
DOTSON, JEANNIE DOTSON and BRIDGET DOTSON
WHITE, individually.**

RECEIVED & FILED
VICTOR KOLOTA
CLERK
AUG 28 2014
LOGAN COUNTY

CERTIFICATE OF SERVICE

The undersigned certifies that he has served a true copy of the forgoing interrogatories, request for production and request for admission upon the party named herein by attaching the same to the summons and complaint filed herein and causing the same to be delivered to the proper officer for service upon said party.



Robert Kuenzel, State Bar No. 8972
Kuenzel & Associates, PLLC
36 Adams Street
P.O. Box 607
Chapmanville, WV 25508-0607
304.310.4263

IN THE CIRCUIT COURT OF LOGAN COUNTY, WEST VIRGINIA

SOUTHERN AMUSEMENT CO., INC.

Plaintiff,

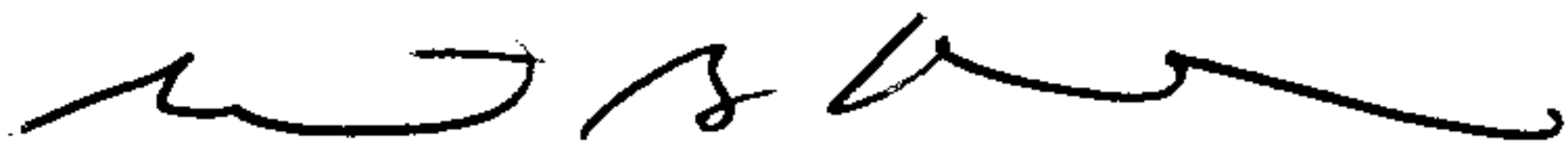
v.

Civil Action No.: 14 - C - 231

**B&J BUSINESS ENTERPRISES INC., doing
business as GIOVANNIS PIZZA, a West Virginia
Corporation; DOTSON'S MANAGEMENT
CO., INC., a West Virginia Corporation;
JESSIE'S ITALIAN RESTAURANT LLC,
doing business as JOYCE'S and TOBACCO &
MORE EXPRESS, a West Virginia Limited
Liability Company; DAWN ENTERPRISES LLC,
a West Virginia Limited Liability Company; GREG
DOTSON, JEANNIE DOTSON and BRIDGET DOTSON
WHITE, individually.**

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Robert Kuenzel, State Bar No. 8972
Kuenzel & Associates, PLLC
36 Adams Street
P.O. Box 607
Chapmanville, WV 25508-0607
304.310.4263

IN THE CIRCUIT COURT OF LOGAN COUNTY, WEST VIRGINIA

SOUTHERN AMUSEMENT CO., INC.

Plaintiff,

v.

Civil Action No.: 14 - C - 231

**B&J BUSINESS ENTERPRISES INC., doing
business as GIOVANNIS PIZZA, a West Virginia
Corporation; DOTSON'S MANAGEMENT
CO., INC., a West Virginia Corporation;
JESSIE'S ITALIAN RESTAURANT LLC,
doing business as JOYCE'S and TOBACCO &
MORE EXPRESS, a West Virginia Limited
Liability Company; DAWN ENTERPRISES LLC,
a West Virginia Limited Liability Company; GREG
DOTSON, JEANNIE DOTSON and BRIDGET DOTSON
WHITE, individually.**

ROBERT B. KUENZEL
VIRGINIA BAR NO. 107
STANDARD

AUG 28 2014

LOGAN COUNTY

COMPLAINT

COMES NOW the plaintiff, Southern Amusement Co., Inc., (hereinafter Southern or Southern Amusement) by counsel, Robert B Kuenzel, for it's Complaint against the defendants states as follows:

PARTIES AND VENUE

1. At all times hereinafter mentioned Southern Amusement is a West Virginia Corporation with it's principal place of business located in Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.

2. At all times hereinafter mentioned, the defendant B&J Business Enterprises Inc., (hereinafter referenced as B&J), is a West Virginia Corporation doing business as Giovannis Pizza with it's principal place of business located at 617 Main Avenue, Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.
3. At all times hereinafter mentioned, Dotson's Management Co., Inc., (hereinafter referenced as Dotson's Management), is a West Virginia Corporation with it's principal place of business located at 617 Main Avenue, Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.
4. At all times hereinafter mentioned, Jessie's Italian Restaurant LLC (hereinafter referenced as Jessie's) is a West Virginia Limited Liability Company, which also does business as Joyce's and Tobacco & More Express, with it's principal place of business located at 619 Main Avenue, Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.
5. At all times hereinafter mentioned, Dawn Enterprises LLC (hereinafter referenced as Dawn's) is a West Virginia Limited Liability Company with it's principal place of business located at 2700 Greasy Ridge Road, Princeton, West Virginia, as reflected in filings with the West Virginia Secretary of State.
6. At all times hereinafter mentioned, Greg Dotson is the president of B&J and Dotson's Management, as reflected in filings with the West Virginia Secretary of State.
7. At all times hereinafter mentioned, Greg Dotson and Jeannie (also spelled Jeanne) Dotson were incorporators of B&J and Dotson's Management, as reflected in filings with the West Virginia Secretary of State.

8. At all times hereinafter mentioned, in addition to serving as incorporator of B&J and Dotson's Management, Jeannie Dotson is vice-president of Dotson's Management and a manager of Jessie's Italian Restaurant LLC, as reflected in filings with the West Virginia Secretary of State.
9. At all times hereinafter mentioned, Bridget Dotson White is secretary of Dotson's Management and a manager of Jessie's Italian Restaurant LLC, as reflected in filings with the West Virginia Secretary of State.
10. That B&J and Dotson's Management have a business address listed as 617 Main Avenue, Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.
11. That Jessie's has a business address listed as 619 Main Avenue, Logan, West Virginia, as reflected in filings with the West Virginia Secretary of State.
12. Jeannie Dotson is the wife of Greg Dotson.
13. Bridget Dotson White is the daughter of Jeannie Dotson and Greg Dotson.
14. That the plaintiff, Southern Amusement, is a vendor and distributor of limited video lottery machines in southern West Virginia and is licensed to do so by the West Virginia Lottery Commission.
15. That Dawn's is an owner of limited video lottery licenses/machines in southern West Virginia and is licensed to do so by the West Virginia Lottery Commission.

COUNT I – BREACH OF CONTRACT

16. The plaintiff realleges and reasserts the allegations contained in paragraphs 1 through 15 of it's Complaint as if fully set forth herein.

17. That on May 15, 2003, the defendant Greg Dotson on behalf of defendant B&J and Giovannis entered into a contract with the plaintiff to provide five (5) video lottery terminals to defendant Dotson's business (A copy of the Contract is attached hereto and incorporated herein by reference as **Exhibit A**).
18. That the location of the video lottery terminals was to be located in defendant Dotson's ABCC (Alcohol Beverage Control Commission *now* Administration) location situate at 619 Main Avenue, West Logan, WV 25601 (*See*, paragraph 3 of **Exhibit A**).
19. That the contract was for a term of ten (10) years as set forth in paragraph 5.1 (*See*, paragraph 5.1 of **Exhibit A**).
20. That upon expiration of the contract, it would automatically renew for "successive like terms" of ten (10) years as set forth in paragraph 5.1 (*See*, paragraph 5.1 of **Exhibit A**).
21. That the first ten (10) year term of this contract expired on or about May 15, 2013; then, the contract "automatically" renewed for a an additional period of ten (10) years, said term to expire on or about May 15, 2023.
22. The plaintiff alleges that defendants Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White, acting on behalf of B&J, Dotson's Management and Jessie's breached the contract with plaintiff by obtaining limited video lottery machines from Dawn's, causing plaintiff's machines to be removed from the defendants' establishment located at 619 Main Avenue, West Logan (Logan), West Virginia.
23. As a direct and proximate result of the defendants' breach of contract and removal of plaintiff's machines, the plaintiff has suffered and will continue to suffer financial losses.

COUNT II – FRAUD

24. The plaintiff realleges and reasserts the allegations contained in paragraphs 1 through 23 of it's Complaint as if fully set forth herein.
25. The plaintiff asserts that defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White committed a fraud against the plaintiff.
26. Specifically, on March 6, 2014, defendant Greg Dotson entered a guilty plea in the United States District Court for the Southern District of West Virginia, Charleston Division, 2:14-cr-00012, to "unlawful monetary transactions" in violation of 18 U.S.C. §1957 (A copy of the Plea Agreement and Written Plea of Guilty is attached hereto and incorporated herein by reference as **Exhibit B**).
27. The plaintiff alleges that, by virtue of defendant Greg Dotson's plea of guilty, he would be precluded from ownership and operation of limited video lottery machines with the West Virginia Lottery.
28. The plaintiff alleges that, instead of defendant Jeannie Dotson and defendant Bridget Dotson White taking over ownership of B&J and continuing the operation of limited video lottery machines under the contract with the plaintiff, the defendants formulated a plan wherein defendant Jeannie Dotson and defendant Bridget Dotson White would purchase 100% ownership of Jessie's in order to obtain the limited video lottery machines from Dawn's and install them in the same location (619 Main Avenue, West Logan, WV) wherein the plaintiff's machines were being operated by B&J.

29. Accordingly, the plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White obtained a contract to purchase 100% ownership of Jessie's and, in turn, gain the limited video lottery machines/licenses from defendant Dawn's, knowing or having reason to know that defendant Greg Dotson, on behalf of B&J, already had an existing contract for limited video lottery machines in place.
30. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White entered into an agreement with Dawn's on or about February 4, 2014, for the purchase of ownership of Jessie's and its limited video lottery machines/licenses.
31. Then, on or about March 28, 2014, following the purchase, the defendant Jeannie Dotson and defendant Bridget Dotson White were added as managers to Jessie's.
32. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White purchased ownership of Jessie's and obtained the limited video lottery machines/licenses from Dawn's in February, 2014, and were listed as Managers of Jessie's in March, 2014, knowing or having reason to know that there was a contract in place with B&J that was entered into by defendant Greg Dotson, defendant Jeannie Dotson's husband and defendant Bridget Dotson White's father.
33. Further, the plaintiff alleges that the location for operation of the limited video lottery machines purchased by defendant Jeannie Dotson and defendant Bridget Dotson White on behalf of Jessie's is the same location that defendant Greg Dotson had contracted for limited video lottery machines with the plaintiff for B&J – 619 Main Avenue, West Logan (Logan), West Virginia.

34. Further, the plaintiff alleges that defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White knew or should have known that the maximum number of limited video lottery machines/licenses for this type of establishment is five (5).
35. Thus, B&J and Jessie's both could not have five (5) machines as this is prohibited by the West Virginia Lottery Commission.
36. Nonetheless, defendant Jeannie Dotson and defendant Bridget Dotson White entered into the contract with Dawn's, for purchase of Jessie's, knowing or having reason to know that a contract by defendant Greg Dotson, on behalf of B&J, was already in existence and continuing in nature.
37. The plaintiff alleges that the actions by defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White, on behalf of their respective companies, in willfully breaching a contract and the purchase of Jessie's to obtain the limited video lottery machines/licenses in order to avoid continuation of the plaintiff's contract constitutes fraud.
38. As a direct and proximate result of the actions of defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White, the plaintiff has suffered and will continue to suffer financial losses.

COUNT III – CIVIL CONSPIRACY

39. The plaintiff realleges and reasserts the allegations contained in paragraphs 1 through 38 of it's Complaint as if fully set forth herein.

40. The plaintiff alleges that defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White conspired to breach the contract with the plaintiff and to commit a fraud against the plaintiff.
41. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White obtained a contract to purchase 100% ownership of Jessie's in order to obtain the limited video lottery machines from defendant Dawn's, knowing or having reason to know that defendant Greg Dotson, on behalf of B&J, already had an existing contract for limited video lottery machines in place.
42. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White purchased 100% ownership of Jessie's in order to obtain the limited video lottery machines from Dawn's in February, 2014, and were listed as Managers of Jessie's in March, 2014, knowing or having reason to know that there was a contract in place with B&J that was entered into by defendant Greg Dotson, defendant Jeannie Dotson's husband and defendant Bridget Dotson White's father.
43. Further, the plaintiff alleges that the location and operation of Jessie's and its limited video lottery machines that were purchased by defendant Jeannie Dotson and defendant Bridget Dotson White is the same location that defendant Greg Dotson had contracted for limited video lottery machines with the plaintiff for B&J – 619 Main Avenue, West Logan (Logan), West Virginia.
44. Further, the plaintiff alleges that defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White knew or should have known that the maximum number of limited video lottery machines/licenses for this type of establishment is five (5).

45. Thus, B&J and Jessie's both could not have five (5) machines as this is prohibited by the West Virginia Lottery Commission.
46. Nonetheless, defendant Jeannie Dotson and defendant Bridget Dotson White entered into the contract with Dawn's knowing or having reason to know that a contract by defendant Greg Dotson, on behalf of B&J, was already in existence and continuing in nature.
47. The plaintiff alleges that defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White conspired with one another to breach the contract with the plaintiff and to defraud the plaintiff.
48. As a direct and proximate result of the actions of defendant Greg Dotson, defendant Jeannie Dotson and defendant Bridget Dotson White, the plaintiff has suffered and will continue to suffer financial losses.

COUNT IV – TORTUOUS INTERFERENCE WITH CONTRACT

49. The plaintiff realleges and reasserts the allegations contained in paragraphs 1 through 48 of it's Complaint as if fully set forth herein.
50. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White obtained a contract to purchase limited video lottery machines/licenses from defendant Dawn's.
51. The plaintiff alleges that defendant Jessie's and it's members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's knew or should have known that defendant Greg Dotson and/or defendant B&J already had an existing contract for limited video lottery machines in place.

52. Specifically, the plaintiff alleges that the West Virginia Lottery maintains certain requirements for ownership and/or placement of the machines in an establishment.
53. The plaintiff alleges that defendant Jessie's and its members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's knew or should have known or through reasonable investigation could have known, that B&J already had limited video lottery machines in place and was under contract with the plaintiff.
54. In spite of the preexisting contract between the plaintiff and B&J by defendant Greg Dotson, the plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White entered into an agreement with Dawn's on or about February 4, 2014, for the purchase of 100% ownership in Jessie's in order to obtain ownership of its limited video lottery machines/licenses.
55. Then, on or about March 28, 2014, the defendant Jeannie Dotson and defendant Bridget Dotson White were added as managers to Jessie's.
56. The plaintiff alleges that defendant Jeannie Dotson and defendant Bridget Dotson White purchased Jessie's and its limited video lottery machines/licenses from Dawn's in February, 2014, and were listed as Managers of Jessie's in March, 2014, all of whom knew or should have known that there was a contract in place between the plaintiff with B&J that was entered into by defendant Greg Dotson.

57. Further, the plaintiff alleges that the location for the limited video lottery machines that was sold by defendant Dawn's and was purchased by defendant Jeannie Dotson and defendant Bridget Dotson White on behalf of Jessie's is the same location that defendant Greg Dotson had contracted for limited video lottery machines with the plaintiff for B&J – 619 Main Avenue, West Logan (Logan), West Virginia.
58. Further, the plaintiff alleges that defendant Jessie's and it's members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's knew or should have known that the maximum number of limited video lottery machines/licenses for this type of establishment is five (5).
59. Thus, defendant Jessie's and it's members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's knew or should have known that B&J and Jessie's both could not have five (5) machines as this is prohibited by the West Virginia Lottery Commission.
60. Nonetheless, defendant Jessie's and it's members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's tortuously interfered with the plaintiff's contract with B&J and defendant Greg Dotson by entering into an agreement with defendant Jeannie Dotson and defendant Bridget Dotson White.
61. The plaintiff alleges that the actions by defendant Jessie's and it's members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's constitute a tortuous interference with the plaintiff's contract with B&J and defendant Greg Dotson.

62. As a direct and proximate result of the actions of defendant Jessie's and its members, defendant Jeannie Dotson and defendant Bridget Dotson White, and defendant Dawn's, the plaintiff has suffered and will continue to suffer financial losses.

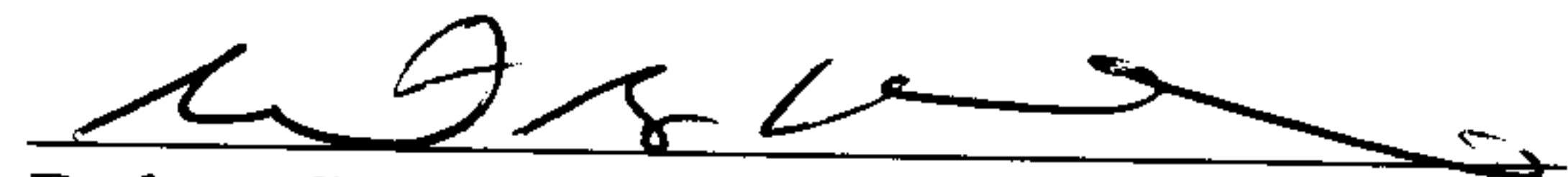
PRAYER

WHEREFORE, the plaintiff, Southern Amusement, demands judgment against the defendants, jointly and severally, as follows:

1. Judgment against the defendants for breach of contract.
2. Judgment against the defendants for fraud.
3. Judgment against the defendants for civil conspiracy.
4. Judgment against the defendants for TORTUOUS interference with contract.
5. Judgment against the defendants for such other general damages that may exist.
6. Judgment against the defendants for punitive/exemplary damages for their fraudulent, wanton, willful and reckless conduct as set forth herein.
7. Judgment against the defendants for annoyance and inconvenience as a direct and proximate result of the defendant's actions.
8. Judgment against the defendants for pre-judgment and post-judgment interest on the plaintiff's special damages.
9. Judgment against the defendants for attorney's fees and costs in pursuing this action as equity requires. And

10. For such other and further relief as this the Court deems just and proper.

Southern Amusement Co., Inc.,
By counsel



Robert B. Kuenzel, WV State Bar 8972
Kuenzel & Associates, PLLC
36 Adams Street
P.O. Box 607
Chapmanville, WV 25508-0607
304.310.4263
304.310.4264 (facsimile)

EXHIBIT A

AUG 28 2016

1300N 1000W

WEST VIRGINIA VIDEO LOTTERY RETAILER AGREEMENT

THIS WEST VIRGINIA VIDEO LOTTERY RETAILER AGREEMENT ("Agreement") is entered into this 15 day of MAY, 2002 between SOUTHERN AMUSEMENT CO., INC., a West Virginia Corporation, ("Operator"), whose mailing address is P.O. Box 1380, Logan, West Virginia, 25601 and B-T Enterprises Business Giovanni's Pizza, a Corp ("Retailer"), whose mailing address is BS207 Logan WV 25601 (together the "Parties"), based upon the following recitals:

1. The Parties desire to take advantage of the business opportunities presented by West Virginia Code Chapter twenty-nine (29), Article twenty-two B (22B), commonly known as the Limited Video Lottery Act (the "Act"); and

2. Operator is or plans to become an "Operator" and Retailer is or plans to become a "Limited video lottery retailer" as those terms are defined in the Act; and

3. Retailer wants Operator to place, service and maintain video lottery terminals in its ABCC licensed facility on its premises located at 619 Main Ave West Logan WV 25601 (the "Retailer Premises"); and

4. The Parties recognize that the lawful installation and operation of video lottery terminals requires strict compliance with West Virginia Lottery Commission licensing and permit requirements;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Article 1. General Rights and Duties of Retailer

1.1 On or before August 1, 2002 Retailer will apply for a limited video lottery retailer's license from the State Lottery Commission, shall request terminal authorizations, and shall declare in its application that it plans to obtain 5 terminals from Operator. Retailer will, immediately upon receipt, forward to Operator any terminal authorizations received from the Lottery Commission, and Operator shall use those authorizations to obtain video lottery terminal permits for terminals to be placed at the Retailer's Premises.

1.2 Retailer agrees to keep its video lottery license in effect and to perform all duties imposed upon it as a licensee by the Act and by the State Lottery Commission throughout the term of this Agreement. Retailer agrees to notify Operator immediately if its video lottery license has expired, been canceled, revoked, or suspended, or if any other circumstance arises that might affect the validity of the license.

1.3 Retailer agrees that it will accept video lottery terminals exclusively from Operator, and that Retailer will not place, cause to be placed, operate, purchase, lease, or store any video lottery terminals or gambling machines on property owned by the Retailer or elsewhere except for the Video Lottery Terminals received from Operator. For purposes of this clause only, the term "Retailer" shall include all entities that Retailer would be deemed to control, or that would be deemed to control Retailer under West Virginia Code §29-22B-507.

1.4 Retailer shall, at Retailer's expense, provide adequate personnel to safeguard and protect the terminals and equipment provided by Operator, provide all needed electrical outlets and power sources for the terminals, and allow operation of the terminals during all normal business hours. Retailer agrees that Operator will have exclusive control over the cash compartment and all internal circuitry of the terminals, subject to any rights of the State Lottery Commission, and that Retailer will not try to gain access to the cash compartment or internal circuitry, or in any way attempt to enter, alter, or relocate the terminals, for any reason whatsoever. Retailer, may, however, have access to the bill acceptors and printing mechanisms for the purpose of clearing jams.

1.5 Retailer agrees that it will indemnify and hold harmless Operator in any suit, action, or other proceeding that results from a failure of Retailer to comply with its duties and obligations under the Act, the regulations thereunder, or this Agreement.

1.6 Retailer agrees to provide Operator, upon request, with access to any and all records of Retailer that pertain to limited video lottery activities, as well as access to the premises on which limited video lottery activities take place.

Article 2. General Rights and Duties of Operator

2.1 Operator will maintain its Video Lottery Operator's license throughout the term of this Agreement, will comply with all obligations of an "Operator" under the Act, and will bid for a sufficient number of terminal authorizations (in addition to terminal authorizations reserved by Retailer) to fulfill its obligations to Retailer under this Agreement. Operator agrees to place on Retailer's premises up to the maximum number of video lottery terminals allowed by the Act, based upon market conditions, terminal availability, and Lottery Commission approvals.

2.2 Operator will be responsible for the lawful installation of the terminals on Retailer's Premises, including advising Retailer on the creation of a restricted access adult-only area on Retailer's Premises, assisting Retailer in complying with the licensing and permit requirements for limited video lottery, and providing Retailer with instructions on maintaining compliance with the limited video lottery laws, rules, and regulations.

2.3 Operator will be responsible for all service, maintenance, and repair on the terminals. If one or more of the terminals is in need of service, maintenance or repair, Retailer agrees to immediately call either Operator or one of Operator's licensed service technicians to ensure a prompt service response.

2.4 Operator will pay for the installation and operation of the telephone lines that provide direct dial-up communication between each video lottery terminal and the video lottery commission's central computer.

2.5 The obligation of Operator to provide Retailer with the agreed upon number of video lottery terminals is contingent upon both Operator and Retailer meeting the applicable licensing and permit requirements, and in the event that either should fail to meet one or more of these requirements then Operator is under no obligation to provide Retailer with terminals.

Article 3. Allocation of Video Lottery Terminal Proceeds

3.1 Operator agrees to pay Retailer total compensation under this Agreement measured by a lawful share of the proceeds from each video lottery terminal, which share shall be fifty percent (50%) of Operator's share of gross profits ("OSGP"), which is defined in the Act as follows: The total amount of cash inserted into a terminal minus the value of game credits that are cleared from the terminal in exchange for winning redemption tickets times 98% minus the State Tax amount (which tax rate varies in increments from thirty (30) to fifty (50) percent in accordance with West Virginia Code §29-22B-1408 (A)(3)).

$$[(\text{GROSS-PAYOUT}) \times 0.98 \times (100 - \text{TAX RATE}\%) = \text{OSGP}]$$

3.2 Operator will pay Retailer its allocable share of net terminal income on a weekly basis.

3.3 The Parties recognize that West Virginia Code §29-22B-706 forbids Operator from transferring anything of value to Retailer in excess of the maximum lawful amount, which is fifty (50) percent of OSGP. Anything of value provided by Operator to Retailer during the term of this Agreement (other than Retailer's share of OSGP) shall be returned to Operator through monthly deductions from Retailer's share of OSGP in order to avoid any excess payment to Retailer.

3.4 Responsibility for annual machine license fees on the terminals shall be divided equally between Operator and Retailer.

Article 4. Payout Provisions

4.1 Retailer agrees to have sufficient cash available on hand or in a checking account to immediately pay the winnings of any video lottery player on Retailer's premises. The amount available for this purpose shall be no less than fifteen hundred dollars (\$1500) per video lottery terminal at the beginning of each day. If circumstances indicate that Retailer may not be able to immediately pay out the winnings of any video lottery player, then Retailer agrees to notify Operator immediately.

Article 5. Miscellaneous

5.1 This agreement shall be for the term of ten (10) years from the date of issuance of the first terminal permit for the Retailer Premises. Upon expiration of this Agreement, this Agreement shall automatically continue for successive like terms, and from term to term thereafter until written notice of termination is received no less than one hundred eighty (180) days prior to the end of any term hereof. All notices shall be in writing and mailed by certified mail to the addresses set out above.

5.2 Each party to this Agreement acknowledges that no representations, enticements, inducements, promises, or agreements, oral or otherwise, have been made on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement will be effective unless it is in writing and signed by the party against whom the new or modified obligation shall be enforced. This Agreement constitutes the entire agreement between Operator and Retailer, and supersedes any and all other previous and contemporaneous agreements, either oral or in writing, between the Parties hereto concerning any matter whatsoever, which shall be null and void, provided that the following agreements and understandings which are attached hereto as Exhibit A are hereby incorporated into and shall be a part of this agreement:

1. Agreement dated _____ relating to _____
2. Agreement dated _____ relating to _____

5.3 This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia. This Agreement is further intended by the Parties to be in accordance with the Act, and the West Virginia Lottery Commission rules and Regulations promulgated thereunder, and should be so interpreted. Should the Regulations on Limited Video Lottery be modified or amended after the execution of this Agreement, the Parties agree to negotiate in good faith to amend this agreement to the extent required to bring it into compliance with those amended regulations.

5.4 As between Operator and Retailer both Operator and Retailer will, at all times, be independent contractors pursuant to this Agreement, and this Agreement shall not constitute the formation of a partnership, a joint venture, a principal/agent relationship, an employment relationship, or any other legal association as a result of which any party, person, or entity could be responsible or liable for the acts or omissions of any other party, person, or entity.

5.5 Any waiver of any term or condition hereof must be in writing and signed by the party against whom enforcement of such waiver is sought. A waiver of any term or condition hereof shall not be construed as a waiver of any other term or condition hereof.

5.6 If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, unless the position of one of the parties is materially affected.

5.7 The Retailer may assign this Agreement only with the prior written consent of Operator, at Operator's sole discretion. Retailer agrees that it will not sell its business or premises without first obtaining the agreement of the purchaser to assume this Agreement. Operator may assign this Agreement to any entity controlled by the same persons or entities who control Operator. Any assignment must be in compliance with the Act and the regulations thereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement in multiple counterparts, all of which

shall be treated as an original and be but one and the same, as of the date first above written.

SOUTHERN AMUSEMENT CO., INC
OPERATOR

By [Signature]

Its [Signature]

B-T Enter./Crown 15 April
RETAILER

By [Signature]

Its PROS.

EXHIBIT B

2014-2015

2014-2015

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

CHARLESTON DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

CRIMINAL ACTION NO. 2:14-cr-00012

GREGORY A. DOTSON,


Defendant.

WRITTEN PLEA OF GUILTY


In the presence of Michael O. Callaghan, my counsel, who has fully explained the charge contained in the Information against me, and having received a copy of the Information before being called upon to plead, I hereby plead guilty to the charge contained in the Information.

DATE:

3/6/14


DEFENDANT

WITNESS:


COUNSEL FOR DEFENDANT



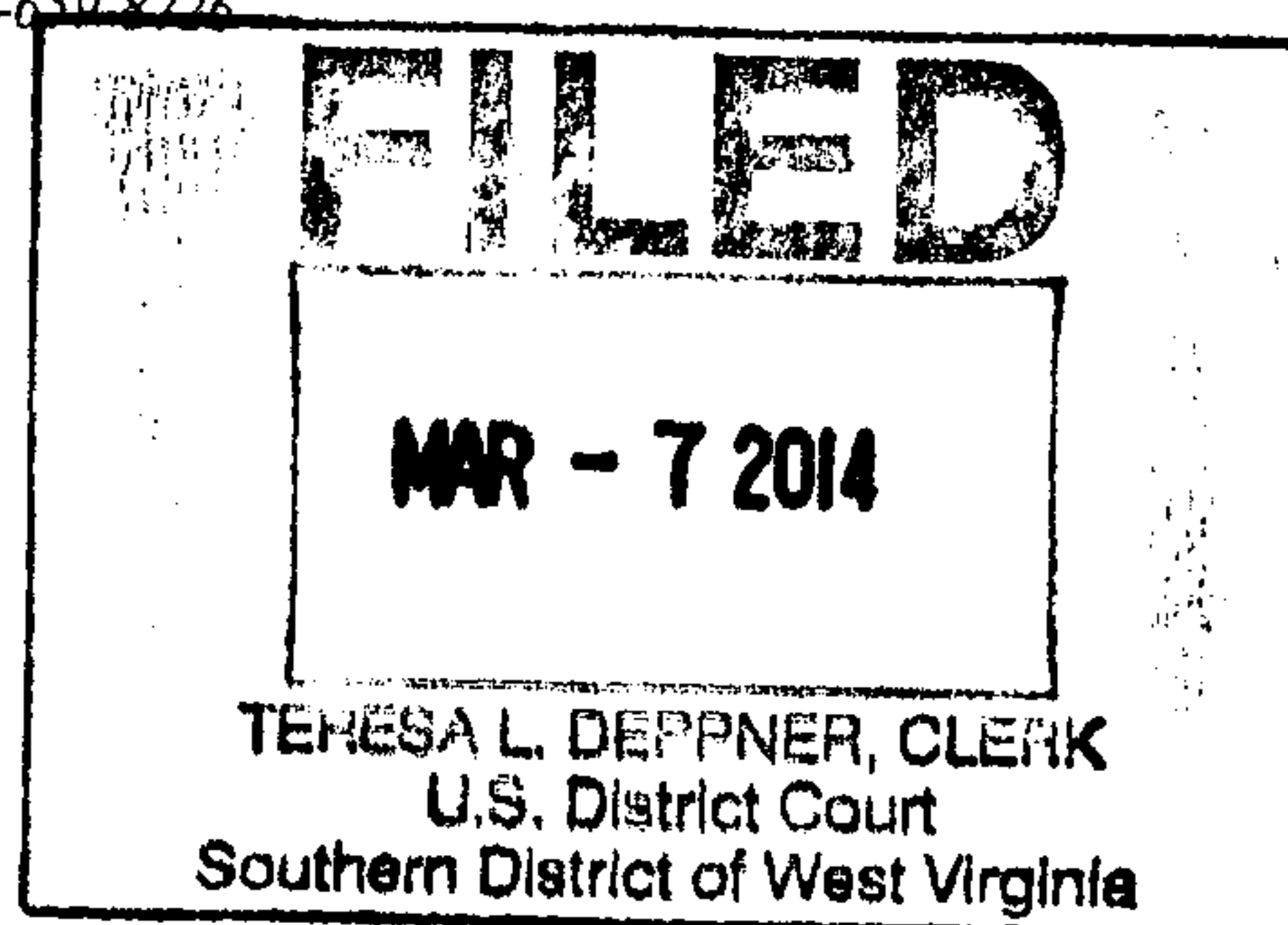
*United States Attorney
Southern District of West Virginia*

Robert C. Byrd United States Courthouse
300 Virginia Street, East
Suite 4000
Charleston, WV 25301
1-800-650-8226

Mailing Address
Post Office Box 1713
Charleston, WV 25326
304-345-2200
FAX: 304-347-5104

January 30, 2014

Michael O. Callaghan, Esquire
Law Offices of Neely & Callaghan
159 Summers Street
Charleston, WV 25301-2134



Re: United States v. Gregory A. Dotson

Dear Mr. Callaghan:

This will confirm our conversations with regard to your client, Gregory A. Dotson (hereinafter "Mr. Dotson"). As a result of these conversations, it is agreed by and between the United States and Mr. Dotson as follows:

1. **CHARGING AGREEMENT.** Mr. Dotson agrees to waive his right pursuant to Rule 7 of the Federal Rules of Criminal Procedure to be charged by indictment and will consent to the filing of a single-count information to be filed in the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as "Plea Agreement Exhibit A."

2. **RESOLUTION OF CHARGES.** Mr. Dotson will plead guilty to a violation of 18 U.S.C. § 1957 (unlawful monetary transactions) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Dotson will be exposed by virtue of this guilty plea is as follows:

- (a) Imprisonment for a period of 10 years;
- (b) A fine of \$250,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's

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conduct, whichever is greater;

- or an alternate fine of not more than twice the amount of the criminally deprived property involved in the transaction.*
- (c) A term of supervised release of 3 years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013; and
- (e) An order of restitution pursuant to 18 U.S.C. §§ 3663A and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Mr. Dotson will tender a check or money order to the Clerk of the United States District Court for \$100, which check or money order shall indicate on its face the name of defendant and the case number. The sum received by the Clerk will be applied toward the special assessment imposed by the Court at sentencing. Mr. Dotson will obtain a receipt of payment from the Clerk and will tender a copy of such receipt to the United States, to be filed with the Court as an attachment to this plea agreement. If Mr. Dotson fails to provide proof of payment of the special assessment prior to or at the plea proceeding, the United States will have the right to void this plea agreement. In the event this plea agreement becomes void after payment of the special assessment, such sum shall be promptly returned to Mr. Dotson.

5. **FORFEITURE.** Mr. Dotson hereby agrees as follows:

- (a) To forfeit to the United States \$308,000 representing a portion of the funds and assets involved in unlawful monetary transactions as charged in Count One of the Information pursuant to 18 U.S.C. § 982(a)(1), or as substitute assets pursuant to 18 U.S.C. § 982(b)(1) and 21 U.S.C. § 853(p), and, as such, consents to the entry of judgment against him in this criminal action forfeiting same.
- (b) Mr. Dotson further agrees to consent to the entry of a judgment in favor of the United States in this criminal judicial case, which forfeits any and all right, title and interest he may have in the following items, which were in part seized by the United States on or about October

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28, 2013, in full satisfaction of this forfeiture judgment:

1. Cash seized from Mr. Dotson's residence, vehicle and places of business in the amount of \$148,730.94;
2. 2012 Mercedes GL550 VIN 4JGDF7DE2DA105519 with estimated fair market value of \$96,000;
3. Rolex Oyster Perpetual Date bracelet with estimated fair market value of \$5,600 or cash equivalent;
4. Rolex Oyster Perpetual Day-Date Special Edition watch with estimated fair market value of \$49,995;
5. Gold-plated .50 caliber Israel Weapons Desert Eagle S/N 422018 with estimated fair market value of \$1,839;
6. Colt Gold Mk IV Series 80 S/N FG08097 with estimated fair market value of \$2,000;
7. Colt Gold Cup Limited Edition #GCT00921 S.N GCE0146 with estimated fair market value of \$1,500;
8. Colt Patriotic Tribute .45 Caliber Piston S/N 281231 with estimated fair market value of \$1,750;
9. Taurus 9 mm handgun S/N TBY49014 with estimated fair market value of \$750;
10. 40 video gaming machines seized from BD Amusement in South Williamson, Kentucky; and
11. 42 video gaming machines seized from two storage units at Red Robin Rentals in Belfry, Kentucky.

- (c) To indemnify the United States or otherwise make whole the value of any of the above-referenced items to which any other person may assert, or has asserted, a claim to lawful ownership;

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- (d) To assist the United States and its agents in identifying all such property, regardless of its location and the manner in which it is titled, and to fully complete and execute, under oath, a Financial Affidavit in a form supplied by the United States which Affidavit shall be completed, signed and returned to counsel for the United States within seven calendar days from the date of signing this plea agreement;
- (e) To provide sworn testimony and to execute any documents deemed necessary by the United States to effectuate the forfeiture and to transfer title to the said property to the United States; and,
- (f) To waive any defenses to this criminal action, or to any related administrative or judicial forfeiture action, based in whole or in part on the Excessive Fines Clause of the Eighth Amendment to the Constitution, or the holding or principles set forth in Alexander v. United States, 509 U.S. 544 (1993); United States v. Bajakajian, 524 U.S. 321 (1998); Austin v. United States, 509 U.S. 602 (1993) and their progeny.

6. **PAYMENT OF MONETARY PENALTIES.** Mr. Dotson agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Mr. Dotson further agrees not to object to the District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

7. **COOPERATION.** Mr. Dotson will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Mr. Dotson may have counsel present except when appearing before a grand jury.

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8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Dotson, and except as expressly provided for in paragraph 11 below, nothing contained in any statement or testimony provided by Mr. Dotson pursuant to this agreement, or any evidence developed therefrom, will be used against Mr. Dotson, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

9. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent, legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Mr. Dotson for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Dotson for perjury or false statement if such a situation should occur pursuant to this agreement.

10. **TERMINATION OF PROSECUTION.** The conviction and final disposition of Mr. Dotson pursuant to this plea agreement will conclude the prosecution of Bridget Dotson by the United States in the Southern District of West Virginia for offenses under Chapter 95 of Title 18, United States Code, that she may have committed relating to the operation of an illegal gambling business under the name B&D Amusement in South Williamson, Kentucky from approximately May 2008 through October 28, 2013.

11. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Mr. Dotson stipulate and agree that the facts comprising the offense of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Mr. Dotson agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by Mr. Dotson, and Mr. Dotson is subsequently tried on any of the charges in the information, the United States may use and introduce the Stipulation of Facts in the United States case-in-chief, in cross-examination of Mr. Dotson or of any of his witnesses, or in

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rebuttal of any testimony introduced by Mr. Dotson or on his behalf. Mr. Dotson knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Dotson understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

12. **AGREEMENT ON SENTENCING GUIDELINES.** Based on the foregoing Stipulation of Facts, the United States and Mr. Dotson agree that the following provisions of the United States Sentencing Guidelines apply to this case.

Information:

<u>USSG §2S1.1(a)(2)</u> -	
Base offense level	8
 <u>USSG §2B1.1</u> -	
Loss more than \$10,000	+ 4
 <u>USSG §2S1.1(b)(2)(A)</u> -	
1957 Conviction	+ 1
 Adjusted Offense Level	13

The United States and Mr. Dotson acknowledge and understand that the Court and the Probation Office are not bound by the parties' calculation of the United States Sentencing Guidelines set forth above and that the parties shall not have the right to withdraw from the plea agreement due to a disagreement with the Court's calculation of the appropriate guideline range.

13. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Mr. Dotson knowingly and voluntarily waives the right to seek appellate review

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Re: Gregory A. Dotson

of his conviction and of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is below or within the Sentencing Guideline range corresponding to offense level 13. The United States also waives its right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is within or above the Sentencing Guideline range corresponding to offense level 11.

Mr. Dotson also knowingly and voluntarily waives the right to challenge his guilty plea and his conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

14. WAIVER OF FOIA AND PRIVACY RIGHT. Mr. Dotson knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

15. NON-PARTICIPATION IN GAMING INDUSTRY. Mr. Dotson agrees to divest himself of any ownership interest in West Virginia licensed video lottery ("LVL") permits or licenses that he may have before the date of sentencing. Mr. Dotson further agrees that he will never apply for or accept any West Virginia LVL permits or licenses and will abide by all West Virginia LVL rules and regulations. The parties agree that these agreements should be included as a provision in any term of supervised release that may apply in this case. The terms of this provision are effective upon entry of a judgment order.

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16. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);
- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Mr. Dotson;
- (f) Advise the Court concerning the nature and extent of Mr. Dotson's cooperation; and
- (g) Address the Court regarding the issue of Mr. Dotson's acceptance of responsibility.

17. **VOIDING OF AGREEMENT.** If either the United States or Mr. Dotson violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

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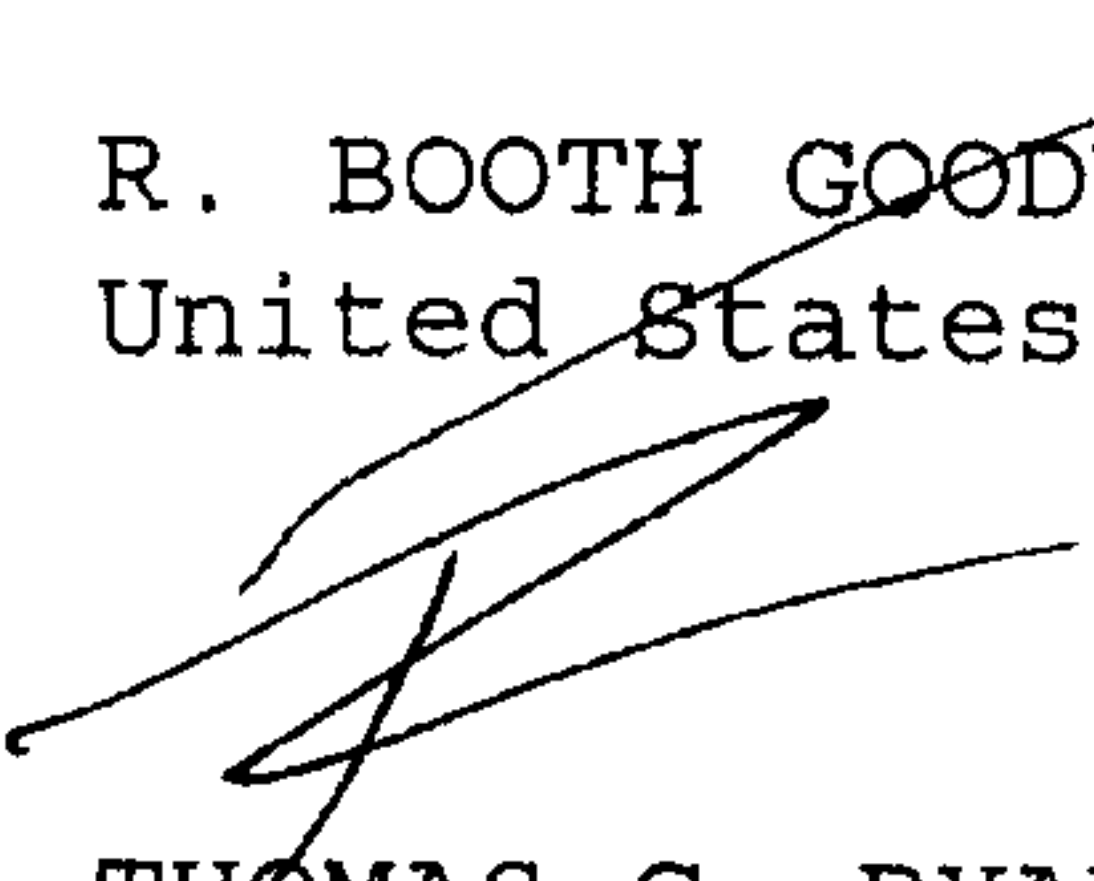
Michael O. Callaghan, Esquire
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Re: Gregory A. Dotson

18. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Mr. Dotson in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Dotson in any Court other than the United States District Court for the Southern District of West Virginia.

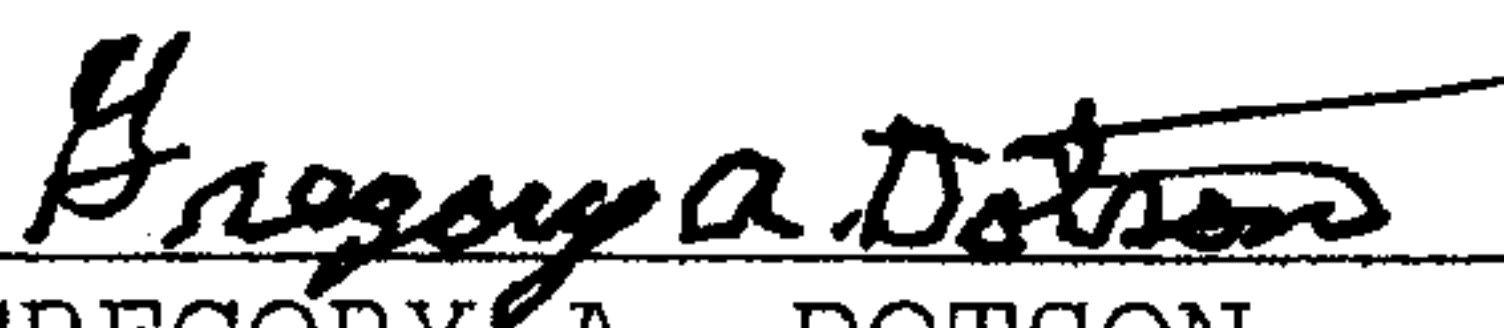
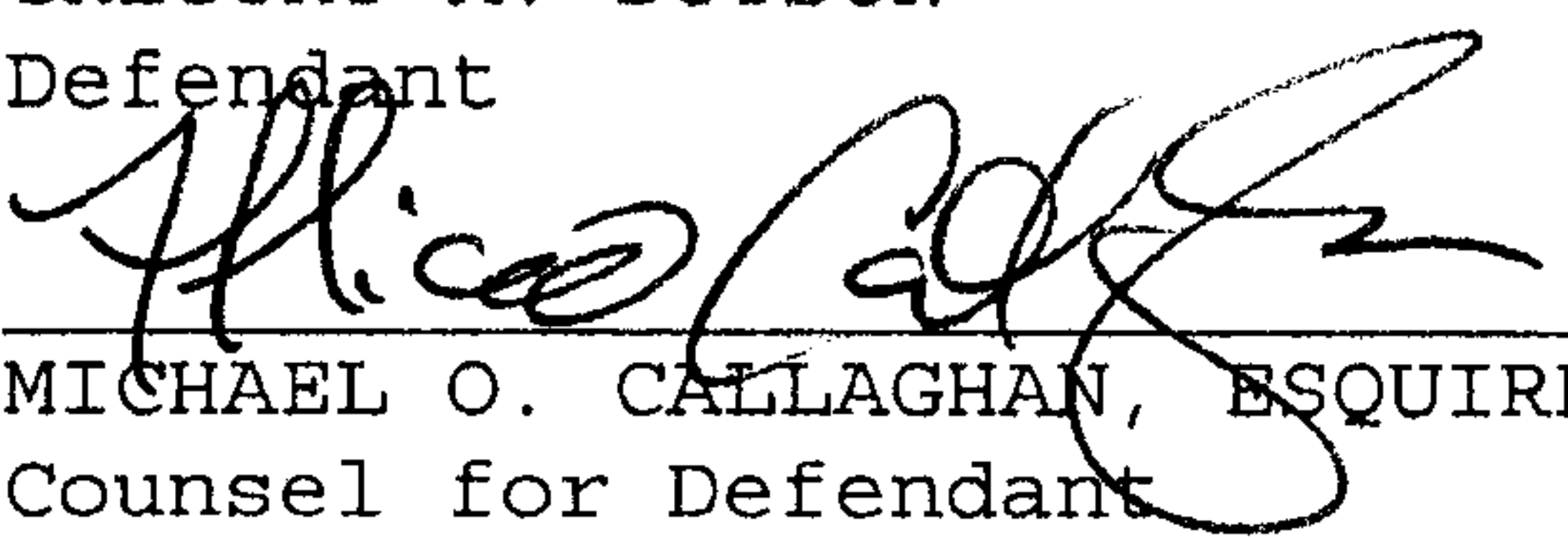
Acknowledged and agreed to on behalf of the United States:

R. BOOTH GOODWIN II
United States Attorney

By: 
THOMAS C. RYAN
Assistant United States Attorney

TCR/sdw

I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this nine-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.


GREGORY A. DOTSON
Defendant

MICHAEL O. CALLAGHAN, ESQUIRE
Counsel for Defendant

1-30-14
Date Signed
1/30/14
Date Signed

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO.

18 U.S.C. § 1957

18 U.S.C. § 2

GREGORY A. DOTSON

I N F O R M A T I O N

The United States Attorney Charges:

COUNT ONE
(Unlawful Monetary Transaction)

Background

At all relevant times:

1. Defendant GREGORY A. DOTSON lived in or near Wheatley Branch, Chapmanville, Logan County, West Virginia.
2. Defendant GREGORY A. DOTSON owned and operated B&J Business Enterprises Inc. d/b/a Giovanni's Pizza, situated at 617 Main Avenue, in or near West Logan, Logan County, West Virginia.
3. Using a nominee owner, Defendant GREGORY A. DOTSON incorporated B.D. Amusement Company under Kentucky law in May

2008, with its principal place of business situated at 148 Appalachian Plaza, in or near South Williamson, Kentucky.

4. The primary purpose of B.D. Amusement Company was to promote an "illegal gambling business" in violation of 18 U.S.C. § 1955, that is, the operation of a gambling parlor containing unlicensed video poker machines commonly referred to as "gray machines," which are considered a "gambling device" as defined under Kentucky law.

5. Kentucky law prohibits the operation of a gambling device for customer profit.

6. Since at least May 2008, Defendant GREGORY A. DOTSON paid, or caused employees to pay, customers for playing the gray machines in the B.D. Amusement gaming parlor in violation of Kentucky law.

7. Defendant GREGORY A. DOTSON routinely traveled across state lines from his home or business in Logan County, West Virginia, to the B.D. Amusement gaming parlor in South Williamson, Kentucky to retrieve cash obtained from the operation of the illegal gambling business.

8. Defendant GREGORY A. DOTSON commingled the cash obtained from the operation of the illegal gambling business

with legitimate business interests, including the operation of Giovanni's Pizza restaurant.

9. Defendant GREGORY A. DOTSON routinely purchased personal luxury items for himself and family members using the cash obtained from the operation of the illegal gambling business.

10. Bill Gatton Imports, Inc., situated in or near Bristol, Tennessee ("Bill Gatton Imports"), is a financial institution, as defined by 18 U.S.C. § 1956(c)(6) and 31 U.S.C. § 5312(a)(2)(T), affecting interstate or foreign commerce.

Unlawful Monetary Transaction

11. On or about August 16, 2010, Defendant GREGORY A. DOTSON departed from or near Logan, Logan County, West Virginia, within the Southern District of West Virginia, with \$11,831 in cash constituting criminally derived property, that is, the proceeds of the operation of an illegal gambling business, a specified unlawful activity in violation of 18 U.S.C. § 1955, and traveled to Bristol, Tennessee, where Defendant GREGORY A. DOTSON, did knowingly engage, and attempt to engage in, and willfully cause, a monetary transaction of a value greater than \$10,000 by, through and to Bill Gatton Imports, when he provided

\$11,831 cash and other consideration to purchase a 2009 350Z Nissan.

In violation of Title 18, United States Code, Sections 1957 and 2.

FORFEITURE FOR UNLAWFUL MONETARY TRANSACTIONS

In accordance with 18 U.S.C. § 982(a)(1) and Rule 32.2(a) of the Federal Rules of Criminal Procedure, and premised upon the conviction of Defendant GREGORY A. DOTSON for a violation of 18 U.S.C. § 1957 (unlawful monetary transaction), as set forth in Count One of the Information, Defendant GREGORY A. DOTSON shall forfeit to the United States any property, real or personal, which facilitated, was involved in, or is traceable to property involved in such offense including, but not limited to, the \$308,000, more or less, constituting a portion of the criminally derived property that was involved in unlawful monetary transactions conducted by Defendant GREGORY A. DOTSON, and for which sums the United States intends to seek the entry of a judgment.

NOTICE OF INTENT TO FORFEIT SUBSTITUTE ASSETS

If any of the property described above as being subject to forfeiture, as a result of any act or omission of the Defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 18 U.S.C. § 982(b), and 21 U.S.C. § 853(p), to seek forfeiture of any other property of said defendants up to the value of said property listed above as being subject to forfeiture including, but not limited to, the following:

1. Cash seized from Mr. Dotson's residence, vehicle and places of business in the amount of \$148,730.94;
2. 2012 Mercedes GL550 VIN 4JGDF7DE2DA105519 with estimated fair market value of \$96,000;
3. Rolex Oyster Perpetual Date bracelet with estimated fair market value of \$5,600 or cash equivalent;
4. Rolex Oyster Perpetual Day-Date Special Edition watch with estimated fair market value of \$49,995;
5. Gold-plated .50 caliber Israel Weapons Desert Eagle S/N 422018 with estimated fair market value

of \$1,839;

6. Colt Gold Mk IV Series 80 S/N FG08097 with estimated fair market value of \$2,000;
7. Colt Gold Cup Limited Edition #GCT00921 S.N GCE0146 with estimated fair market value of \$1,500;
8. Colt Patriotic Tribute .45 Caliber Piston S/N 281231 with estimated fair market value of \$1,750;
9. Taurus 9 mm handgun S/N TBY49014 with estimated fair market value of \$750;
10. 40 video gaming machines seized from BD Amusement in South Williamson, Kentucky; and
11. 42 video gaming machines seized from two storage units at Red Robin Rentals in Belfry, Kentucky.

UNITED STATES OF AMERICA

R. BOOTH GOODWIN II
United States Attorney

By: _____

THOMAS C. RYAN
Assistant United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

GREGORY A. DOTSON

STIPULATION OF FACTS

The United States and Gregory A. Dotson ("Mr. Dotson") stipulate and agree that the facts comprising the offense of conviction and relevant conduct in the Information in the Southern District of West Virginia and the relevant conduct for that offense, include the following:

From at least May 2008 through the present, Mr. Dotson was a resident of Chapmanville, Logan County, West Virginia. Mr. Dotson operated a number of businesses, including a Giovanni's Pizza restaurant, situated at 617 Main Avenue, West Logan, Logan County, West Virginia. Mr. Dotson maintained an office at the Giovanni's location that he used to manage all of his business affairs.

Sometime around May 2008, Mr. Dotson formed B.D. Amusement Company ("B.D. Amusement") under the laws of Kentucky. Mr. Dotson installed his daughter, Bridget Dotson, as the nominee president and owner. Mr. Dotson formed B.D. Amusement for the purpose of owning and operating unlicensed video lottery machines ("gray machines") in a gaming parlor in the rear of Tobacco & Lottery Express, a convenience store he ~~owned and~~ operated situated at 148 Appalachian Plaza, South Williamson, Kentucky.

Since at least May 2008 and through the present, Mr. Dotson was aware that it was illegal under both Kentucky law and West

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Virginia law to operate the gray machines as legitimate gambling machines. That is, Mr. Dotson knew that gray machines were legal for "amusement purposes only" and, therefore, it was illegal to pay out to customers any purported winnings from playing the gray machines.

Notwithstanding Mr. Dotson's knowledge of the illegal nature of his enterprise, he directed employees to pay out to customers when playing the gray machines. Mr. Dotson typically employed at least five people to assist in the operation of the illegal gambling business, including a security guard.

As a matter of general practice, every Monday evening Mr. Dotson drove from Logan County to the illegal gambling business in South Williamson, Kentucky. Mr. Dotson retrieved the cash from the gray machines and returned to Logan County. Mr. Dotson often went directly to his business office at the Giovanni's Pizza shop and placed the cash into a safe.

Mr. Dotson commingled the cash obtained from the operation of the illegal gambling business with the operation of his legitimate businesses. Mr. Dotson often directed employees to deposit cash from the illegal gambling business into bank accounts used to operate his other legitimate businesses.

Mr. Dotson also used cash obtained from operating the illegal gambling business to purchase personal luxury items for himself and family members.

In one instance, on or about August 16, 2010, Mr. Dotson took \$11,831 in cash obtained from the illegal gambling business from Logan County, West Virginia and drove to Bill Gatton Imports, Inc., a car dealership in Bristol, Tennessee. There, Mr. Dotson purchased a 2009 Nissan 350Z for his son. Mr. Dotson paid for the Nissan using the combination of a trade-in vehicle and the \$11,831 in illicit cash.

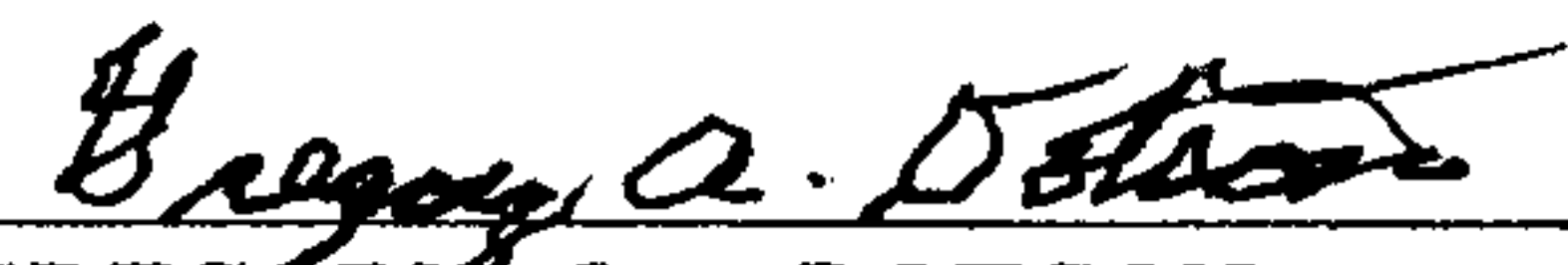
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PLEA AGREEMENT EXHIBIT B

This Stipulation of Facts does not contain each and every fact known to Mr. Dotson and to the United States concerning his involvement and the involvement of others in the charges set forth in the Information, and is set forth for the limited purpose of establishing a factual basis for the defendant's guilty plea.

Stipulated and agreed to:




GREGORY A. DOTSON
Defendant

1-30-14
Date



MICHAEL O. CALLAGHAN, ESQUIRE
Counsel for Defendant

1/30/14
Date



THOMAS C. RYAN
Assistant United States Attorney

1.30.14
Date

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PLEA AGREEMENT EXHIBIT B