

ORDER 2019-86

IN RE SETTLEMENT AGREEMENT

**THE UNITED STATES PLAYING CARD COMPANY
19-USPC-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

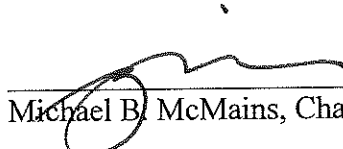
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

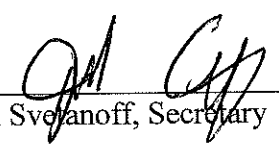
IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svejvanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
THE UNITED STATES PLAYING)	19-USPC-02
CARD COMPANY)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and The United States Playing Card Company (“USPC”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 14-3-9(a) provides that dice and playing cards may only be moved in accordance with this rule. Riverboat licensees, riverboat license applicants, and supplier licensees must comply with section 10 of this rule before transporting dice or playing cards:
 - (1) from any point:
 - (A) outside of Indiana into Indiana; or
 - (B) within Indiana to any point outside Indiana; or
 - (2) within Indiana.
 - (b) Dice or playing cards may not be delivered to a riverboat licensee or a riverboat license applicant unless a gaming agent or a member of the commission staff is present at the point of delivery. The riverboat licensee or riverboat license applicant is responsible for ensuring the presence of a gaming agent or a member of the commission staff.

2. 68 IAC 14-3-10(a) provides that at least ten (10) days before transporting dice or playing cards, the person causing the movement of the dice or playing cards shall notify the executive director, in writing, and provide the following information:
 - (1) The:
 - (A) full name;
 - (B) business address; and
 - (C) business telephone number;of the supplier licensee that is selling the dice or playing cards. (2) The:
 - (A) method of transportation; and
 - (B) name, business address, and business telephone number of the carrier or carriers. (3) The:
 - (A) full name;

- (B) business address; and
 - (C) business telephone number;
- of the person to whom the dice or playing cards are being transported.
- (4) The individual responsible for the shipment of the dice or playing cards for each person listed in subdivisions (1) through (3).
 - (5) The quantity of dice or playing cards being transported.
 - (6) A brief description of the dice or playing cards being transported.
 - (7) The expected date and time of delivery to the riverboat of the dice or playing cards.
- (b) The person receiving the dice or playing cards must prove receipt of the dice or playing cards if requested by the executive director.
3. On April 5, 2019, a Gaming Agent at Tropicana Evansville was notified of a playing card shipment that had arrived at the loading dock. Upon inspection of the shipment of playing cards, the Gaming Agent determined that the shipping notification approved by the Commission stated that one hundred sixteen (116) cases of playing cards were approved to be shipped, however, only one hundred twelve (112) cases of playing cards were shipped.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of USPC by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and 68 IAC. The Commission and USPC hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against USPC.

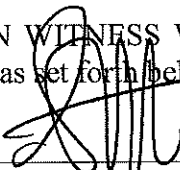
USPC shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, USPC agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.


This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and USPC.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below:



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Stephanie Krummert
Casino Compliance Manager
The United States Playing Card
Company

Date

5/20/19

Date

May 16, 2019