

**ORDER 2009-144**  
**IN RE SETTLEMENT AGREEMENT**  
**GAMING PARTNERS INTERNATIONAL USA, INC**  
**09-GPI-01**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

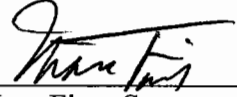
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF SEPTEMBER, 2009.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>GAMING PARTNERS INTERNATIONAL</b>	)	<b>09-GPI-01</b>
<b>USA, INC.</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Gaming Partner International USA, Inc. (“GPI”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

**FINDINGS OF FACT**

1. 68 IAC 17-2-2 (a) states that, at least ten (10) days before transporting live gaming devices, the person causing the movement shall notify the executive director, in writing, of the pending movement. Among the information required to be in the notice is the following:
  - (6) the quantity of live gaming devices being transported;
  - (7) a brief description of each live gaming device being transported.
2. On May 13, 2009, Commission staff approved a notice from GPI under 68 IAC 17-2-2, which described a planned shipment of table games.
3. On May 19, 2009, a Gaming Agent assigned to Argosy Casino was asked to verify a table games shipment GPI that Commission staff approved on May 13, 2009. The contents of the shipment did not match the information on GPI’s approved notice for this particular shipment.
4. Ultimately, the entire approved shipment arrived at Argosy, but the devices were not shipped according to the approved notice.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts and omissions of GPI by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and GPI hereby agree to a monetary settlement of the alleged violations in

lieu of the Commission pursuing formal disciplinary action against GPI. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.


GPI shall pay to the Commission a total of \$2,500 in settlement of the violations explained in this Settlement Agreement ("Agreement"). This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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, GPI agrees to promptly remit payment in the amount of \$2,500 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 GPI.

IN WITNESS WHEREOF, the parties have signed this Agreement on the below date and year.

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

9.16.09  
Date

  
Gregory Gronau  
CEO & President  
Gaming Partners International

9-14-09  
Date