

**ORDER 2020-127
IN RE SETTLEMENT AGREEMENT**

**THE UNITED STATES PLAYING CARD COMPANY
20-USPC-01**

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 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:

**THE UNITED STATES PLAYING
CARD COMPANY**

)
) **SETTLEMENT**
) **20-USPC-01**
)

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 14-3-10 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.

2. On July 9, 2020, a shipment of playing cards was received at Majestic Star Casino. There was a discrepancy with the shipment. The shipment approved by the Commission was to include four (4) cases of green playing cards; however, the shipment included four (4) cases of purple playing cards.
3. On August 18, 2020, a shipment of playing cards was received at Hollywood Casino. There was a discrepancy with the shipment. The shipment approved by the Commission was to include thirty-eight (38) cases of playing cards, however; the shipment included thirty-four (34) cases of playing cards.

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 \$3,000 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 \$3,000 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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

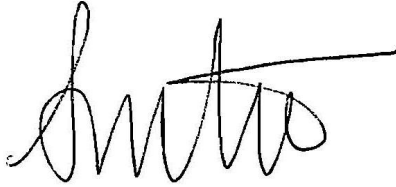
Stephanie Krummert
Casino Compliance Manager
The United States Playing Card
Company

Date

November 13, 2020
Date

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

11/20/20

Date

Stephanie Krummert
Casino Compliance Manager
The United States Playing Card
Company

Date