

**ORDER 2022-14
IN RE SETTLEMENT AGREEMENT**

GAMING PARTNERS INTERNATIONAL USA, INC.

22-GPI-01

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

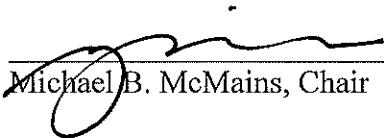
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 8th DAY OF MARCH 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
GAMING PARTNERS INTERNATIONAL) **22-GPI-01**
USA, INC.)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Gaming Partners International USA, Inc. (“GPI”), (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 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PD1) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
3. On January 8, 2021, the Commission issued a Supplier Licensing Directive which advised supplier licensees of the guidelines for licensure level determinations. Section III of the directive provided that improperly designating an employee as a Level 2 when they should be a Level 1 may subject the supplier licensee to disciplinary action. In the event the supplier licensee had questions, they were advised to reach out to the Commission’s Gaming Administrator to receive guidance. Section III(A)(6) provided that a Chairperson/Board Member/Director/Secretary or any combination thereof was required to hold a Level 1 occupational license. Section V(B)(3) provided that occupational Level 1 license applications must be submitted to the Commission within thirty (30) days of the hire or transfer to position that requires licensure.
4. On March 23, 2021, GPI sent an email to the Commission notifying the appointment of an individual to Corporate Secretary as of April 1, 2021. Per the Commission’s directive, the PD1 would be due May 1, 2021.

5. On April 28, 2021, GPI sent an email to the Commission notifying the appointment of the same individual to Director as of May 1, 2021.
6. On May 4, 2021, the Commission followed up with GPI and reminded them that the PD1 for this individual was due within thirty (30) days of the individual assuming the position.
7. On May 5, 2021, GPI reached out to the Commission to request a sixty (60) day extension for the PD1. The Commission responded that it would grant a thirty (30) day extension until July 1, 2021. Commission staff advised if extenuating circumstances were provided to the Commission necessitating another extension, a request could be made at that time.
8. On July 30, 2021, the Commission reached out to GPI to request the status of the application due on July 1, 2021, as there had been no contact between May 5, 2021, and July 30, 2021.
9. On August 2, 2021, GPI reached out to advise the Commission that GPI erroneously deleted the PD1 application. As a result, GPI asked if the Commission would accept the multi-jurisdictional application, as the individual was currently traveling out of country at the time and would not return until mid-September. The Commission responded and advised that we do not accept multi-jurisdictional applications. The Commission advised that we require all Level 1 applicants to utilize the Commission's PD1 application. GPI then requested an additional extension to until mid-September. The Commission denied the extension request.
10. On August 21, 2021, GPI submitted the PD1.
11. On August 27, 2021, the Commission responded to GPI to advise them of numerous deficiencies with the PD1, including that there were multiple exhibits missing from the PD1.
12. On September 9, 2021, GPI submitted the remaining deficient information.
13. On September 10, 2021, the Commission issued a temporary license. The application was seventy (70) days late.

TERMS AND CONDITIONS

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

GPI 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 the Findings of Fact contained 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, GPI agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative or judicial review.

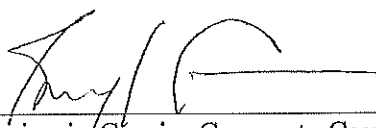
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 GPI.

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

Greg Small, Executive Director
Indiana Gaming Commission
Inc.



Benjamin Comin, Corporate Counsel
Gaming Partners International USA,

Date

March 1, 2002

Date

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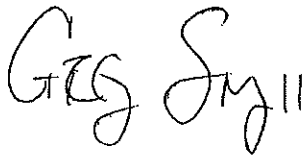
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Greg Small, Executive Director
Indiana Gaming Commission
Inc.

3/8/22

Date

Benjamin Comin, Corporate Counsel
Gaming Partners International USA,

Date