

**ORDER 2023-176
IN RE SETTLEMENT AGREEMENT**

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

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

APPROVED

APPROVES OR DISAPPROVES

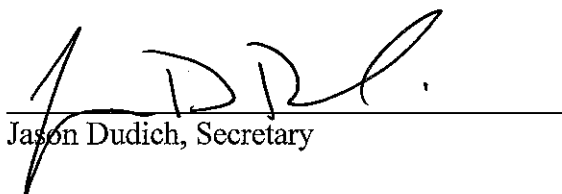
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
THE UNITED STATES PLAYING)	23-USPC-01
CARD COMPANY)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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 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 2-2-6.1(a) provide that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
3. On January 8, 2021, the Commission issued a directive to all Licensed Suppliers on Supplier Occupational Licensing that outlined the requirements for occupational licensing for Licensed Suppliers.
4. On September 13, 2022, a new Director of Brepols Group NV, a 50% shareholder of Cartamundi NV, the parent company of the United States Playing Card Company (USPC) was appointed. As a result of this appointment, the PD1 application for the new Director was due on October 13, 2022.
5. On May 26, 2023, USPC notified the Commission of the appointment of the new Director.
6. On June 28, 2023, USPC requested an extension for the application submission.
7. On June 29, 2023, the Commission notified USPC that an extension could not be granted as the PD1 application was already past due.

8. On July 18, 2023, the Commission requested a status update on the PD1 application. USPC provided a response that indicated that the PD1 application would be submitted the following week.
9. On August 18, 2023, the PD1 application was received, and the temporary license was processed the same day. The PD1 application was three hundred nine (309) days past the PD1 application due date.

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/or 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 \$7,500 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 \$7,500 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 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.

Greg Small

Greg Small, Executive Director
Indiana Gaming Commission

11/17/23

Date

Stephanie Krummert

Stephanie Krummert
Casino Compliance Manager
The United States Playing Card
Company

Nov. 9 2023

Date