### ORDER 2016-236 IN RE SETTLEMENT AGREEMENT

# GAMING PARTNERS INTERNATIONAL, USA, INC. 16-GPI-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 17th DAY OF NOVEMBER, 2016.

THE INDIANA GAMING COMMISSION:

Cris Johnston, Chair

ATTEST:

Joseph Syetanoff, Secretary

## STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:	)	
	)	<b>SETTLEMENT</b>
GAMING PARTNERS INTERNATIONAL,	)	16-GPI-02
USA, INC.	)	

### **SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and Gaming Partners 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 at least ten (10) days before transporting live gaming devices, the person causing the movement of the live gaming device shall notify the executive director, in writing, and provide the following information:
  - (1) The full name, business address, and business telephone number of the ultimate owner of the following:
  - (A) The person selling the live gaming device.
  - (B) The ultimate owner of the live gaming device if ownership is being changed in connection with the transportation of the live gaming device.
  - (2) The:
  - (A) method of transportation; and
  - (B) name, business address, and business telephone number of the carrier or carriers.
  - (3) The full name, business address, and business telephone number of the person to whom the live gaming device is being transported.
  - (4) The individual responsible for the shipment of the live gaming device for each person listed in subdivisions (1) through (3).
  - (5) The destination of the live gaming device if the address is different from the business address listed in subdivision (1)(B).
  - (6) The quantity of live gaming devices being transported.
  - (7) A brief description of each live gaming device being transported.
  - (8) Any serial number assigned to the live gaming device and a request for the issuance of a commission registration number in accordance with 68 IAC 14-1-2.
  - (9) The expected date and time of the following:
  - (A) Delivery of the live gaming device to the riverboat.
  - (B) The exit of the live gaming device if the device is exiting Indiana

2. On September 27, 2016, the Blue Chip Compliance Officer notified a Gaming Agent that a repaired roulette wheel from Gaming Partners International ("GPI") had been sent and was in shipping and receiving for delivery. The Compliance Officer stated she had not received a notice of approval from the Commission for the shipment of the roulette wheel. The Agent checked his records and did not see a notice of approval for the shipment. The casino called GPI to see if they had an approval from the Commission to ship the roulette wheel and they did not. The shipment was refused.

#### 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 \$1,500 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 \$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 GPI.

IN WITNESS WHEREOF, the parties have	signed this Agreement on the below date and
year.	Charting Serger
Sara Gonso Tait, Executive Director	Christie Lee Surridge, Director of
Indiana Gaming Commission	Compliance
	Gaming Partners International, USA, Inc.
Date	10/31/2016 Date