

**ORDER 2019-138**

**IN RE SETTLEMENT AGREEMENT**

**MIDWEST GAME SUPPLY, CO.  
19-MGS-02**

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

**APPROVED**

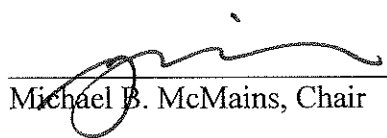
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 28<sup>th</sup> DAY OF AUGUST, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**MIDWEST GAME SUPPLY CO.** ) **SETTLEMENT**  
 ) **19-MGS-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Midwest Game Supply Co. (“MGS”) (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 14-3-9(a) states dice and playing cards may only be moved in accordance with this rule. Riverboat licensees, riverboat license applicants, and supplier licensees must comply with section 10 of this rule before transporting dice or playing cards:
  - (1) from any point:(A) outside of Indiana into Indiana; or(B) within Indiana to any point outside Indiana; or
  - (2) within Indiana.
  - (b) Dice or playing cards may not be delivered to a riverboat licensee or a riverboat license applicant unless a gaming agent or a member of the commission staff is present at the point of delivery. The riverboat licensee or riverboat license applicant is responsible for ensuring the presence of a gaming agent or a member of the commission staff.
  
2. 68 IAC 14-3-10(a) states 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.

3. On July 3, 2019, a Gaming Agent at Hollywood Casino was notified of the arrival of a shipment of dice. Upon inspection of the shipment, Gaming Agents determined that the shipping notification approved by the Commission was for three hundred (300) pairs of green dice and four hundred (400) pairs of blue dice. Only two (200) hundred pairs of green and blue dice were shipped.

### **TERMS AND CONDITIONS**

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

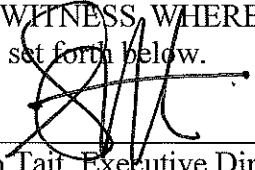
MGS shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission 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, MGS agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

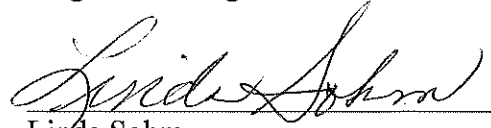
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and MGS.

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



\_\_\_\_\_  
Sara Gonso Tail, Executive Director  
Indiana Gaming Commission



\_\_\_\_\_  
Linda Sohm  
President  
Midwest Game Supply Co.

8/26/19

\_\_\_\_\_  
Date

8-20-19

\_\_\_\_\_  
Date