

ORDER 2018-91

IN RE SETTLEMENT AGREEMENT

**GAMING PARTNERS INTERNATIONAL USA, INC.
18-GPI-01**

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

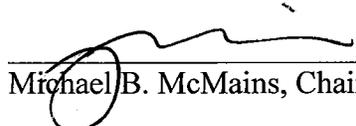
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

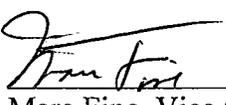
IT IS SO ORDERED THIS THE 28th DAY OF JUNE, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
GAMING PARTNERS INTERNATIONAL) SETTLEMENT
USA, INC.) 18-GPI-01
)

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 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(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.
2. On December 27, 2017, the Commission’s Director of Compliance was made aware of a shipment issue with GPI.

On December 13, 2017, GPI had submitted a shipment notification to send playing cards to Tropicana Evansville. The initial shipment was to ship on December 19, 2017 and arrive on December 20, 2017. GPI requested a waiver of the ten day notification.

GPI amended this notification on December 18, 2017 to ship on December 22, 2017 and arrive on December 27, 2017.

GPI amended this notification again on December 22, 2017 to ship on December 26, 2017 and arrive on December 27, 2017.

GPI shipped the shipment on December 26 without Commission approval.

3. On May 5, 2018, Gaming Agents were notified of an issue with a shipment of playing cards at Tropicana Evansville. According to the approved shipment notification, GPI was to ship a total of 14,400 decks of cards consisting of 2,880 single decks – PMS 199 red, 2,880 single decks Gemaco Blue, 4,320 6pk decks PMS 199 Red and 4,320 6pk decks Gemaco Blue.

GPI shipped 4,320 6pk decks PMS 199 Red and 4,320 6pk decks Gemaco Blue as requested. However, GPI only shipped 2,160 single decks – PMS 199 red, 2,160 single decks Gemaco Blue. Only 12,960 playing cards were shipped.

Gaming Agents conducted a review of past shipments and discovered that the March 5, 2018 shipment was handled in the same manner. The notification stated that GPI was shipping to Tropicana 2,880 single decks – PMS 199 red and 2,880 single decks Gemaco Blue, however, the shipment only included 2,160 single decks – PMS 199 red and 2,160 single decks Gemaco Blue.

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 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.

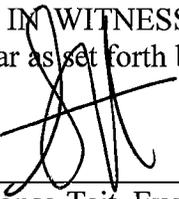
GPI shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. 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 \$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.

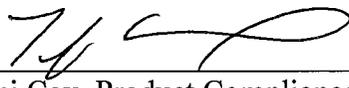
IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/27/18

Date



Tiffini Cox, Product Compliance
Manager
Gaming Partners International USA,
Inc.

6.21.2018

Date