

**ORDER 2009-191
SHUFFLE MASTER, INC
09-SM-01**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12th DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:

Timothy Murphy
Timothy Murphy, Chair

ATTEST:

Marc Fine
Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
SHUFFLE MASTER, INC)	09-SM-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Shuffle Master, Inc. (“Shuffle Master”) (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)(9)(A) states that the person causing the movement of live gaming device shall notify the executive director, in writing, the expected date and time of the delivery to the casino.
2. On June 4, 2009, a Gaming Agent was contacted by Argosy Casino’s Table Games Maintenance Supervisor regarding an unannounced shipment of six Let It Ride table tops from Shuffle Master. The Agent located a shipping confirmation for six table games to arrive at Argosy on June 10, 2009.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of Shuffle Master by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Shuffle Master hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against Shuffle Master. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Shuffle Master 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, Shuffle Master 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 Shuffle Master.

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


Ernest E. Yelton, Executive Director
Indiana Gaming Commission

Nov 10, 2009
Date


~~Jim Parrott~~ Jerome Robert Smith
~~Chief Executive Officer~~ Ex. VP/General
Shuffle Master, Inc. Counsel/Corporate Sec.

11-9-09
Date