






# INTEROFFICE MEMO

*Gary Grief, Executive Director      Michael P. Farrell, Charitable Bingo Operations Director*

**To:** J. Winston Krause, Chairman  
Mark A. Franz, Commissioner  
Robert Rivera, Commissioner  
Erik C. Saenz, Commissioner

**From:** Bob Biard, General Counsel 

**Date:** October 10, 2019

**Re:** Consideration of the Status and Possible Approval of Orders in Enforcement Cases

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The Legal Services Division staff recommends that the Commission approve each of the proposed orders presented under this item.



**Date: OCTOBER 10, 2019**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
	<b>§</b>	
	<b>§</b>	<b>OF</b>
<b>THE REVOCATION OF CERTAIN</b>	<b>§</b>	
<b>LOTTERY RETAILER LICENSES</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>

**ORDER OF THE COMMISSION**

During an open meeting in Austin, Texas, the Texas Lottery Commission (Commission) heard the license revocation cases listed on Attachment A hereto, in which the Texas Lottery Ticket Sales Agent (Respondent) in each referenced case did not appear at the scheduled hearing before the State Office of Administrative Hearings (SOAH) to respond to the allegations set forth in the Commission's notice of hearing.

**I. Findings of Fact**

1. Timely and adequate notice of the hearings in the referenced cases before SOAH was provided to each Respondent, pursuant to Tex. Gov't Code §§ 2001.051 and 2001.052, and 1 Tex. Admin. Code §§ 155.401 and 155.501(b). Each notice of hearing included a disclosure in at least 12-point, bold-face type, that the factual allegations listed in the notice could be deemed admitted, and the relief sought in the notice of hearing might be granted by default against the party that fails to appear at hearing.

2. After timely and adequate notice was given in each case, each case was heard by a SOAH Administrative Law Judge (ALJ). In each case, the Respondent did not appear at the hearing.

3. The Commission, by and through its attorney of record, filed a motion to dismiss each of the referenced cases from the SOAH docket and to remand each case to the Commission for informal disposition, in accordance with Tex. Gov't Code §2001.058(d-1) and 1 Tex. Admin. Code §155.501(d).



**Date: OCTOBER 10, 2019**

4. The ALJ conditionally dismissed the referenced cases from the SOAH docket and remanded these cases to the Commission for informal disposition under Tex. Gov't Code §2001.056, provided the Respondent in each case did not file a motion to set aside the default within 15 days from the date of the ALJ's Order Remanding Case to Commission.

5. In each case, Respondent did not file a motion to set aside the default within 15 days from the date of the ALJ's Order.

## **II. Conclusions of Law**

1. The Commission has jurisdiction over this matter pursuant to Tex. Gov't Code §466.155 and 16 Tex. Admin. Code Chapter 401.

2. The Respondent in each of the cases listed on Attachment A violated the State Lottery Act and the Commission's Rules as set forth in the Commission's notice of hearing applicable to such Respondent. Specifically, each Respondent failed to deposit money due to the State received from lottery ticket sales under the State Lottery Act, in violation of Tex. Gov't Code §466.351 and 16 Tex. Admin. Code §§ 401.351 and 401.352.

3. The relief sought by the Commission Staff is fair, reasonable, and adequately protects the public.

## **III. Order**

NOW, THEREFORE, IT IS ORDERED that, after review and due consideration of the administrative record, each of the cases listed on Attachment A hereto, which is incorporated into this Order for all purposes, is hereby disposed by default, and:

1. All allegations set forth in each notice of hearing in the cases listed on Attachment A are deemed admitted; and

**Commission Order No. 20-0007**

**Date: OCTOBER 10, 2019**

2. The Texas Lottery Ticket Sales Agent License for each Respondent in the cases listed on Attachment A is hereby revoked.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

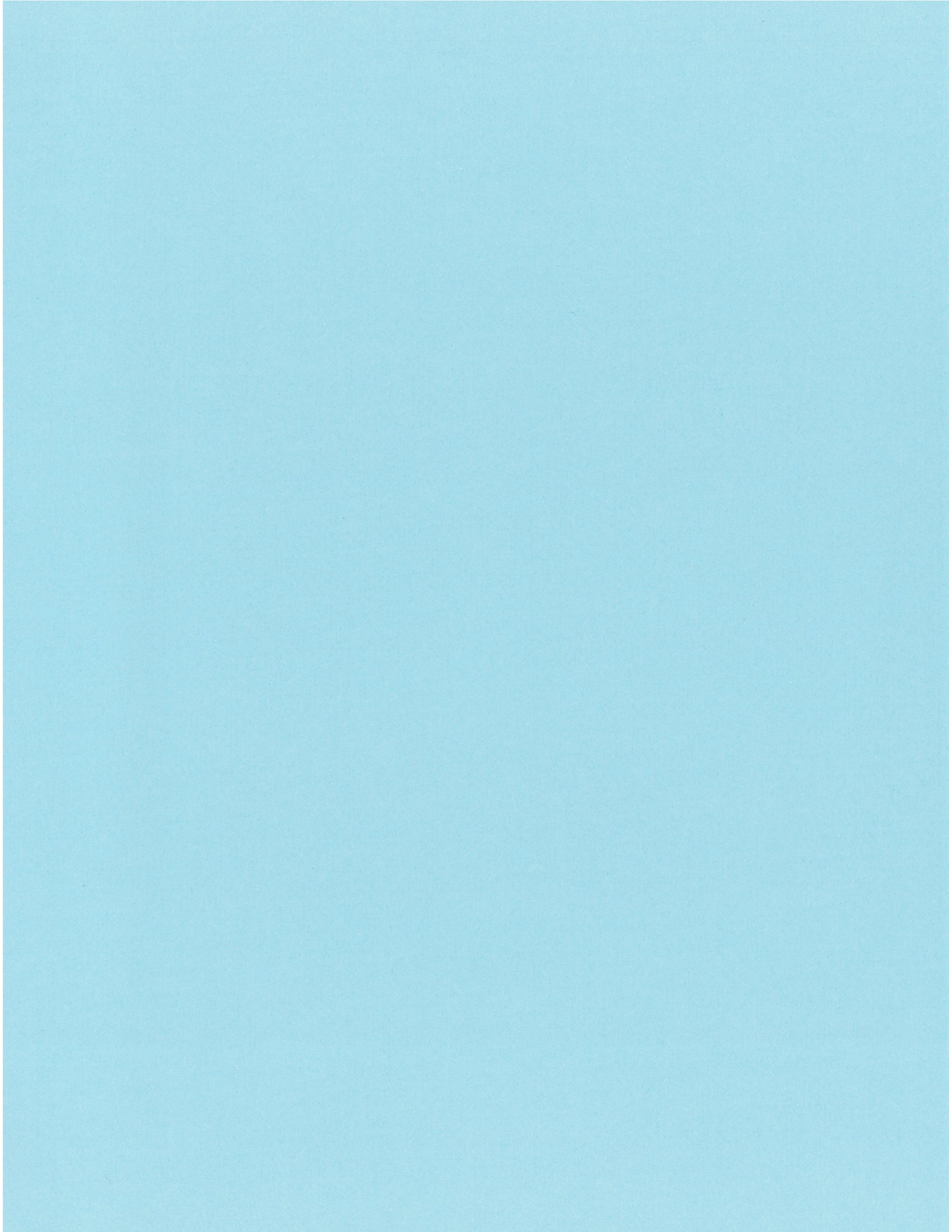
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ERIK C. SAENZ, COMMISSIONER

Date: OCTOBER 10, 2019

**ATTACHMENT A**

<b>TAB NO.</b>	<b>SOAH DOCKET NO.</b>	<b>TICKET SALES AGENT NAME</b>	<b>TICKET SALES AGENT ADDRESS</b>	<b>LOTTERY LICENSE NO.</b>
A.	362-19-4862	Buppy Enterprises Inc. d/b/a Alvin Food Stop	9000 West Highway 6 Alvin, TX 77511	148881
B.	362-19-5159	Robert L. Perkins Inc. d/b/a Perk's Convenience Store	P.O. Box 9 Higgins, TX 79046-0009	101124
C.	362-19-5519	Bayou Land Liquor LLC d/b/a Bayou Land Liquor	14734 Woodland Dawn Trl. Humble, TX 77396	186520
D.	362-19-5967	Najma Food Mart Inc. d/b/a Super Handi Stop	10421 Hartsook Street Houston, TX 77034	178342
E.	362-19-5968	Safina Enterprise LLC d/b/a Mary's Food Mart	18810 Tree Top Lane, Ste. A Pearland, TX 77583	183223
F.	362-19-6083	FS & SK Inc. d/b/a Handi Stop 108	3013 Collingsworth St. Houston, TX 77026	179215



**DOCKET NO.: SEE ATTACHMENT A**

<b>IN THE MATTER</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
	<b>§</b>	
<b>OF THE REVOCATION OF</b>	<b>§</b>	<b>OF</b>
<b>CERTAIN LOTTERY RETAILER</b>	<b>§</b>	
<b>LICENSES</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>

**CONDITIONAL ORDER DISMISSING CASE FROM SOAH  
AND REMANDING CASE TO COMMISSION**

On June 27, 2019, a hearing was convened before the State Office of Administrative Hearings (SOAH) on the revocation of the lottery sales agent license held by each retailer listed on Attachment A. Notice of the hearing was provided to each retailer in accordance with 1 Texas Administrative Code § 155.501(b)(2). The Texas Lottery Commission (Commission) served the notice of hearing via certified mail at each retailer's last known address as it appears in the Commission's records, as authorized by 16 Texas Administrative Code § 401.205(4). Each notice of hearing contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing would be held; a reference to the particular sections of the statutes and rules involved; a short, plain statement of the factual matters asserted; and a statement in at least 12-point, bold-face type that the factual allegations listed in the notice could be deemed admitted and the relief sought might be granted by default against a party that failed to appear at the hearing.

The Commission's staff (Staff) appeared at the hearing. None of the referenced retailers appeared. Based on a retailer's failure to appear, Staff filed a motion to dismiss the case from SOAH's docket and to remand the case to the Commission for informal disposition in accordance with Texas Government Code § 2001.058(d-1) and 1 Texas Administrative Code § 155.501(d). The ALJ concludes that the motion has merit and should be granted.

Accordingly, the motion to dismiss and remand each case listed on Attachment A is conditionally granted, and the case is conditionally dismissed from SOAH's docket and remanded to the Commission for informal disposition under Texas Government Code § 2001.056. Each retailer may have the dismissal and remand set aside by filing an adequate motion with SOAH no

later than 15 days after the issuance of this order, pursuant to 1 Texas Administrative Code § 155.501(e).

**SIGNED July 18, 2019.**

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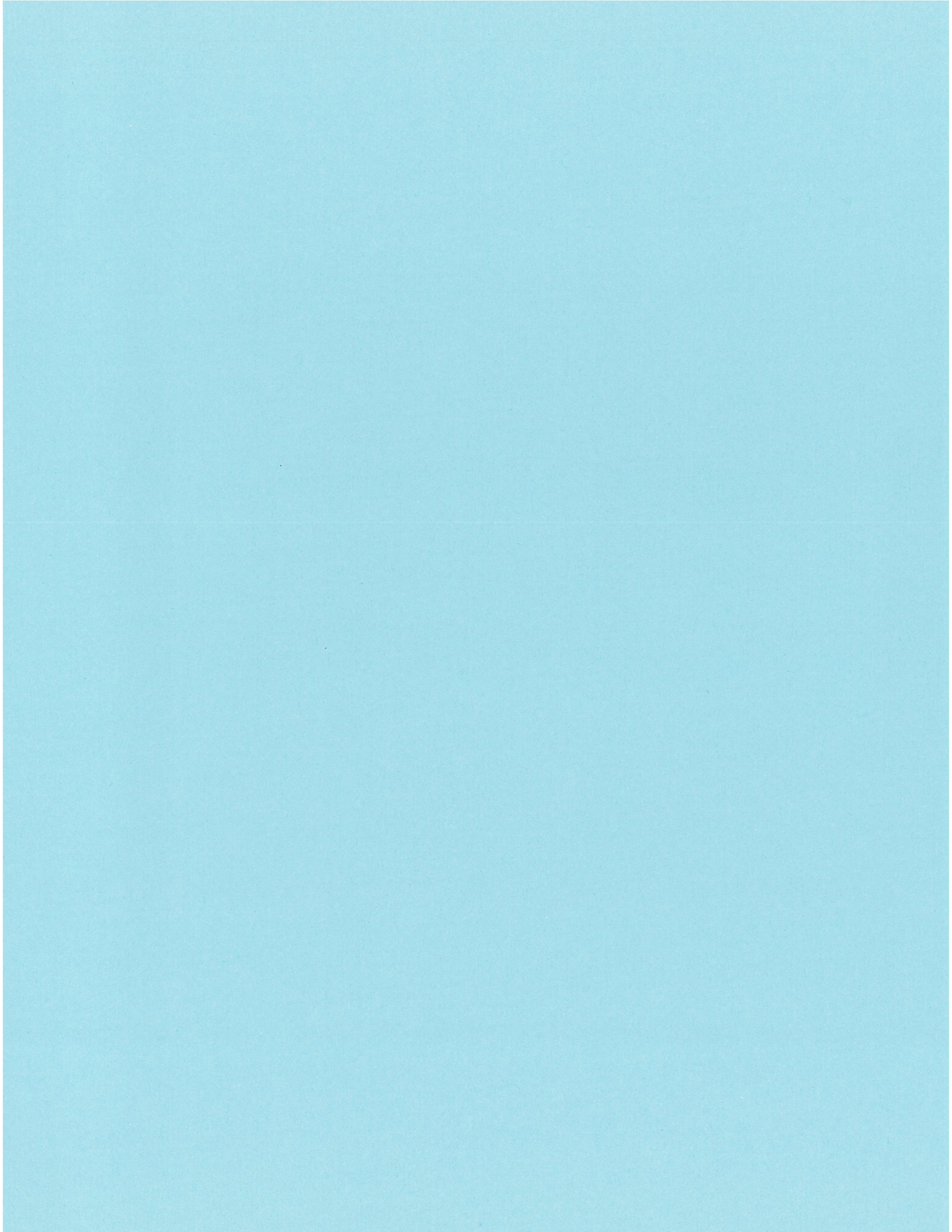
CHRISTIAAN SIANO  
ADMINISTRATIVE LAW JUDGE  
STATE OFFICE OF ADMINISTRATIVE HEARINGS

**TEXAS LOTTERY COMMISSION**  
**REVOCATION HEARINGS**  
**STATE OFFICE OF ADMINISTRATIVE HEARINGS**  
**ATTACHMENT A**

**HEARING HELD:** June 27, 2019

SOAH DOCKET NO.	RETAILER NAME	RETAILER ADDRESS	RETAILER NUMBER
362-19-4862	Buppy Enterprises Inc, Agent d/b/a Alvin Food Stop	9000 West Highway 6 Alvin, Texas 77511	148881







DOCKET NO.: SEE ATTACHMENT A

IN THE MATTER

OF THE REVOCATION OF  
CERTAIN LOTTERY RETAILER  
LICENSES

§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

OF

ADMINISTRATIVE HEARINGS

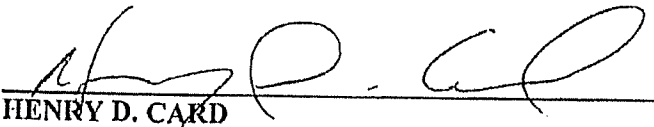
**CONDITIONAL ORDER DISMISSING CASE(S) FROM SOAH  
AND REMANDING CASE(S) TO COMMISSION**

On July 11, 2019, a hearing was convened before the State Office of Administrative Hearings (SOAH) on the revocation of the lottery sales agent license held by each retailer listed on Attachment A. Notice of the hearing was provided to each retailer in accordance with 1 Texas Administrative Code § 155.501(b)(2). The Texas Lottery Commission (Commission) served the notice of hearing via certified mail at each retailer's last known address as it appears in the Commission's records, as authorized by 16 Texas Administrative Code § 401.205(4). Each notice of hearing contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing would be held; a reference to the particular sections of the statutes and rules involved; a short, plain statement of the factual matters asserted; and a statement in at least 12-point, bold-face type that the factual allegations listed in the notice could be deemed admitted and the relief sought might be granted by default against a party that failed to appear at the hearing.

The Commission's staff (Staff) appeared at the hearing. None of the referenced retailers appeared. Based on a retailer's failure to appear, Staff filed a motion to dismiss the case(s) from SOAH's docket and to remand the case to the Commission for informal disposition in accordance with Texas Government Code § 2001.058(d-1) and 1 Texas Administrative Code § 155.501(d). The ALJ concludes that the motion has merit and should be granted.

Accordingly, the motion to dismiss and remand each case listed on Attachment A is conditionally granted, and the case(s) are conditionally dismissed from SOAH's docket and remanded to the Commission for informal disposition under Texas Government Code § 2001.056. Each retailer may have the dismissal and remand set aside by filing an adequate motion with SOAH no later than 15 days after the issuance of this order, pursuant to 1 Texas Administrative Code § 155.501(e).

SIGNED July 11, 2019.

  
HENRY D. CARD  
ADMINISTRATIVE LAW JUDGE  
STATE OFFICE OF ADMINISTRATIVE HEARINGS

TEXAS LOTTERY COMMISSION

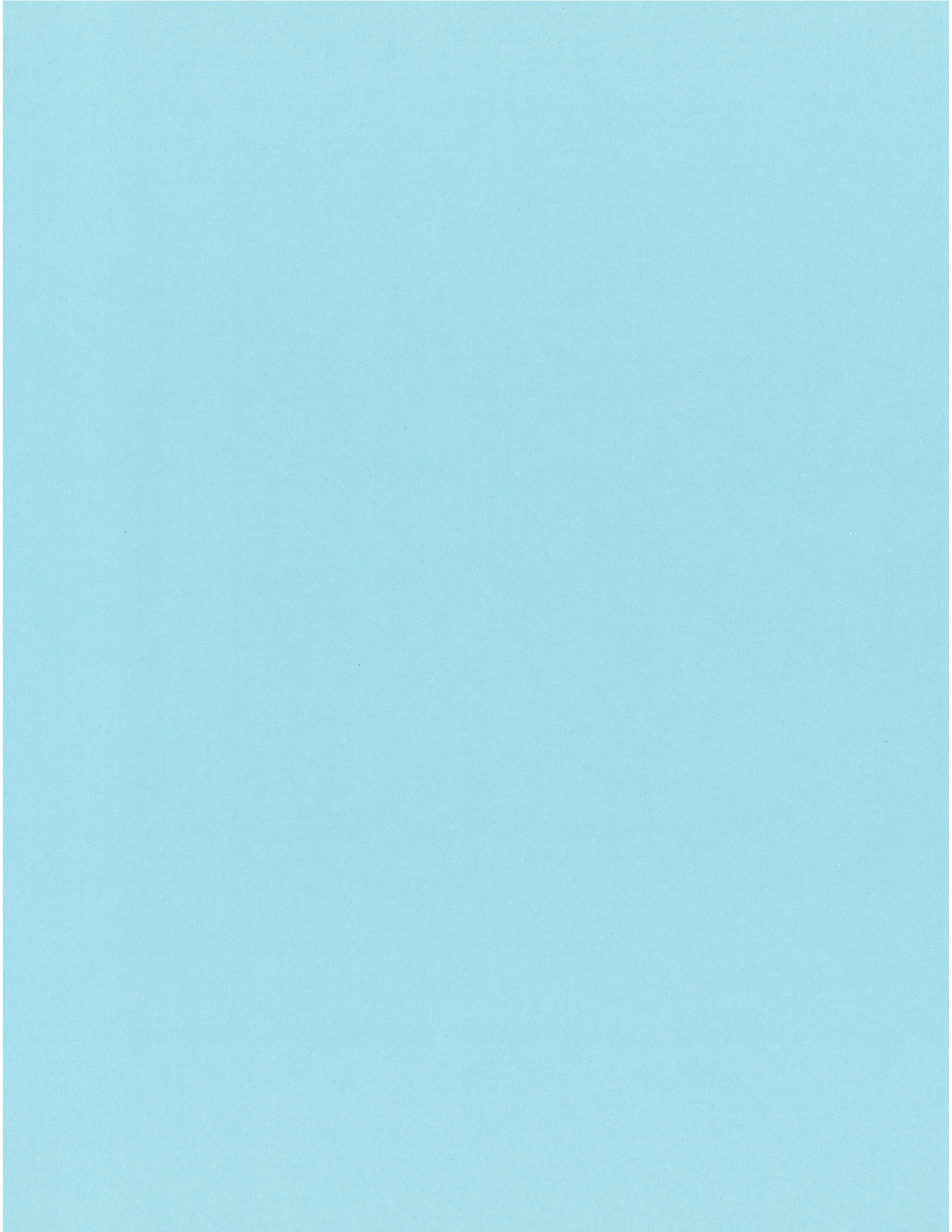
REVOCATION HEARING

STATE OFFICE OF ADMINISTRATIVE HEARINGS

EXHIBIT 1

HEARING HELD: July 11, 2019

SOAH DOCKET NO.	RETAILER NAME	RETAILER ADDRESS	RETAILER NUMBER
362-19-5159	Robert L Perkins Inc, Agent d/b/a Perk's Convenience Store	P.O. Box 9 Higgins, TX 79046-0009	101124
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



**DOCKET NO.: SEE ATTACHMENT A**

<b>IN THE MATTER</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
	<b>§</b>	
<b>OF THE REVOCATION OF</b>	<b>§</b>	<b>OF</b>
<b>CERTAIN LOTTERY RETAILER</b>	<b>§</b>	
<b>LICENSES</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>

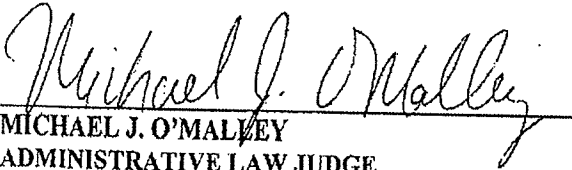
**CONDITIONAL ORDER DISMISSING CASE(S) FROM SOAH  
AND REMANDING CASE(S) TO COMMISSION**

On July 25, 2019, a hearing was convened before the State Office of Administrative Hearings (SOAH) on the revocation of the lottery sales agent license held by the retailer listed on Attachment A. Notice of the hearing was provided to the retailer in accordance with 1 Texas Administrative Code § 155.501(b)(2). The Texas Lottery Commission (Commission) served the notice of hearing via certified mail at the retailer's last known address as it appears in the Commission's records, as authorized by 16 Texas Administrative Code § 401.205(4). The notice of hearing contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing would be held; a reference to the particular sections of the statutes and rules involved; a short, plain statement of the factual matters asserted; and a statement in at least 12-point, bold-face type that the factual allegations listed in the notice could be deemed admitted and the relief sought might be granted by default against a party that failed to appear at the hearing.

The Commission's staff (Staff) appeared at the hearing. The referenced retailer failed to appear at the hearing. Based on the retailer's failure to appear, Staff filed a motion to dismiss the case from SOAH's docket and to remand the case to the Commission for informal disposition in accordance with Texas Government Code § 2001.058(d-1) and 1 Texas Administrative Code § 155.501(d). The ALJ concludes that the motion has merit and should be granted.

Accordingly, the motion to dismiss and remand for the case listed on Attachment A is conditionally granted, and the case is conditionally dismissed from SOAH's docket and remanded to the Commission for informal disposition under Texas Government Code § 2001.056. The retailer may have the dismissal and remand set aside by filing an adequate motion with SOAH no later than 15 days after the issuance of this order, pursuant to 1 Texas Administrative Code § 155.501(e).

**SIGNED July 25, 2019.**

  
**MICHAEL J. O'MALLEY**  
 ADMINISTRATIVE LAW JUDGE  
 STATE OFFICE OF ADMINISTRATIVE HEARING

# ATTACHMENT A

TEXAS LOTTERY COMMISSION

REVOCATION HEARING

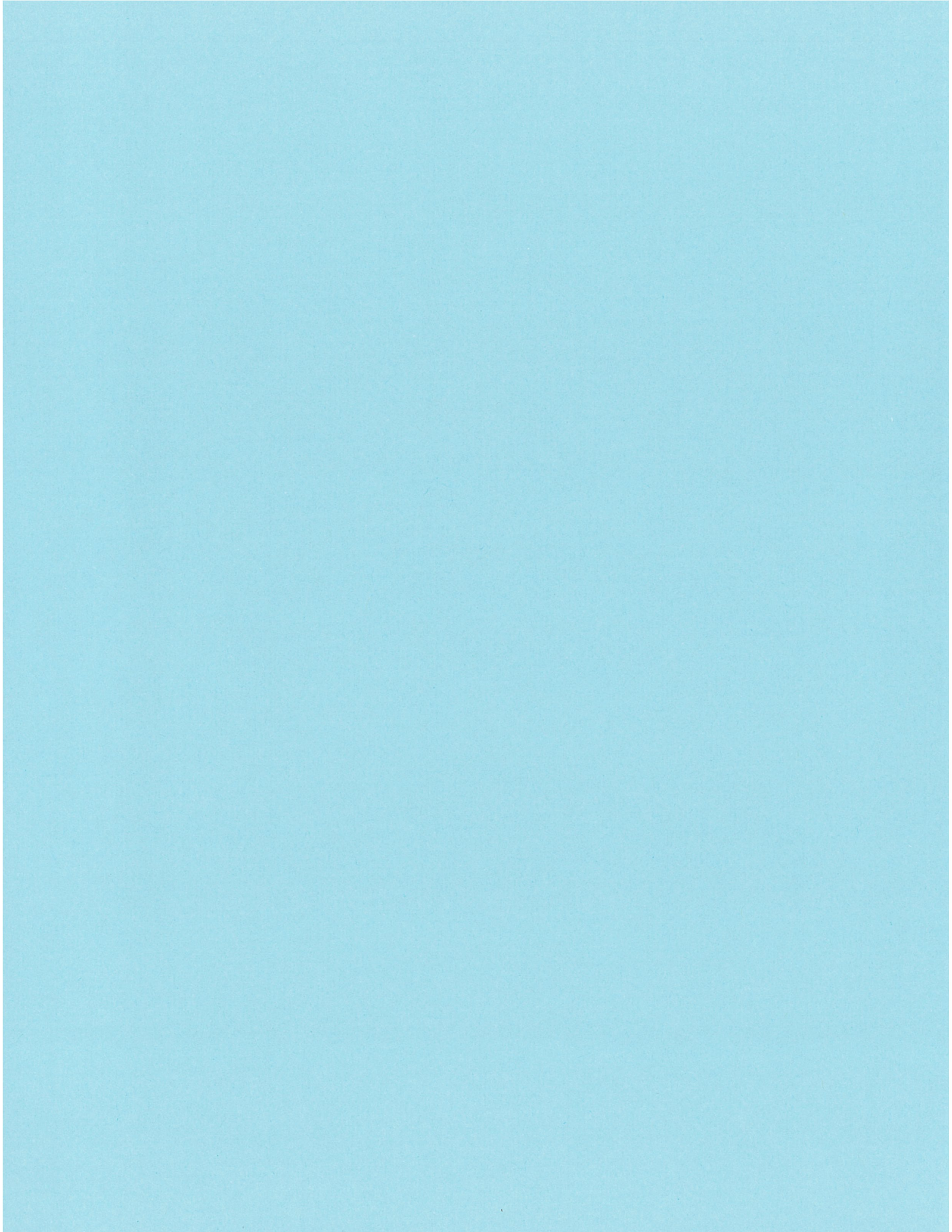
STATE OFFICE OF ADMINISTRATIVE HEARINGS

EXHIBIT 1

HEARING HELD: July 25, 2019

SOAH DOCKET NO.	RETAILER NAME	RETAILER ADDRESS	RETAILER NUMBER
<del>362-19-5517</del>	<del>JAS. Potters LLC d/b/a Humble Mart</del>	<del>4625 S. Bachlor Blvd Dallas, TX 75227</del>	<del>185338</del>
362-19-5519	Bayou Land Liquor LLC d/b/a Bayou Land Liquor	14734 Woodland Dawn Trl Humble, TX 77396	186520





DOCKET NO.: SEE ATTACHMENT A

IN THE MATTER	§	BEFORE THE STATE OFFICE
	§	
OF THE REVOCATION OF	§	OF
CERTAIN LOTTERY RETAILER	§	
LICENSES	§	ADMINISTRATIVE HEARINGS

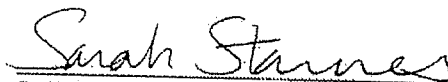
**CONDITIONAL ORDER DISMISSING CASE(S) FROM SOAH  
AND REMANDING CASE(S) TO COMMISSION**

On August 15, 2019, a hearing was convened before the State Office of Administrative Hearings (SOAH) on the revocation of the lottery sales agent license held by each retailer listed on Attachment A. Notice of the hearing was provided to each retailer in accordance with 1 Texas Administrative Code § 155.501(b)(2). The Texas Lottery Commission (Commission) served the notice of hearing via certified mail at each retailer's last known address as it appears in the Commission's records, as authorized by 16 Texas Administrative Code § 401.205(4). Each notice of hearing contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing would be held; a reference to the particular sections of the statutes and rules involved; a short, plain statement of the factual matters asserted; and a statement in at least 12-point, bold-face type that the factual allegations listed in the notice could be deemed admitted and the relief sought might be granted by default against a party that failed to appear at the hearing.

The Commission's staff (Staff) appeared at the hearing. None of the referenced retailers appeared. Based on a retailer's failure to appear, Staff filed a motion to dismiss the case(s) from SOAH's docket and to remand the case to the Commission for informal disposition in accordance with Texas Government Code § 2001.058(d-1) and 1 Texas Administrative Code § 155.501(d). The ALJ concludes that the motion has merit and should be granted.

Accordingly, the motion to dismiss and remand each case listed on Attachment A is conditionally granted, and the case(s) are conditionally dismissed from SOAH's docket and remanded to the Commission for informal disposition under Texas Government Code § 2001.056. Each retailer may have the dismissal and remand set aside by filing an adequate motion with SOAH no later than 15 days after the issuance of this order, pursuant to 1 Texas Administrative Code § 155.501(e).

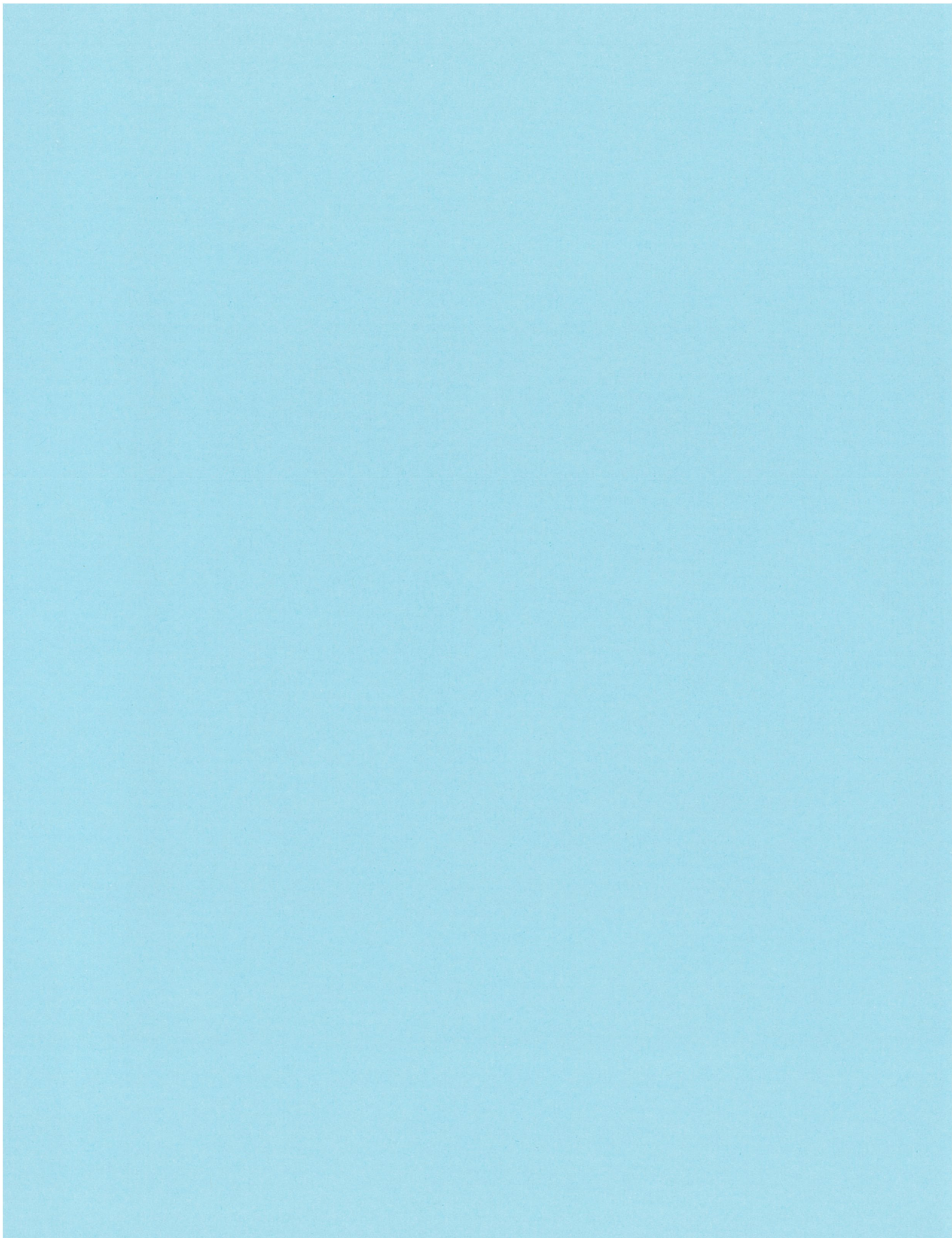
Signed August 23, 2019.

  
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SARAH STARNES  
ADMINISTRATIVE LAW JUDGE  
STATE OFFICE OF ADMINISTRATIVE HEARINGS

**TEXAS LOTTERY COMMISSION**  
**REVOCATION HEARINGS**  
**STATE OFFICE OF ADMINISTRATIVE HEARINGS**  
**ATTACHMENT A**  
**HEARING HELD: August 15, 2019**

SOAH DOCKET NO.	RETAILER NAME	RETAILER ADDRESS	RETAILER NUMBER
362-19-5967	Najma Food Mart Inc., Agent d/b/a Super Handi Stop	10421 Hartsook Street Houston, TX 77034	178342
362-19-5968	Safina Enterprise, L.I.C Agent d/b/a Mary's Food Mart	18810 Tree Top Lane, Ste. A Pearland, TX 77583	183223





**DOCKET NO.: SEE ATTACHMENT A**

<b>IN THE MATTER</b>	<b>§</b>	<b>BEFORE THE STATE OFFICE</b>
	<b>§</b>	
<b>OF THE REVOCATION OF</b>	<b>§</b>	<b>OF</b>
<b>CERTAIN LOTTERY RETAILER</b>	<b>§</b>	
<b>LICENSES</b>	<b>§</b>	<b>ADMINISTRATIVE HEARINGS</b>


**CONDITIONAL ORDER DISMISSING CASE FROM SOAH  
AND REMANDING CASE TO COMMISSION**

On August 22, 2019, a hearing was convened before the State Office of Administrative Hearings (SOAH) on the revocation of the lottery sales agent license held by each retailer listed on Attachment A. Notice of the hearing was provided to each retailer in accordance with 1 Texas Administrative Code § 155.501(b)(2). The Texas Lottery Commission (Commission) served the notice of hearing via certified mail at each retailer's last known address as it appears in the Commission's records, as authorized by 16 Texas Administrative Code § 401.205(4). Each notice of hearing contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing would be held; a reference to the particular sections of the statutes and rules involved; a short, plain statement of the factual matters asserted; and a statement in at least 12-point, bold-face type that the factual allegations listed in the notice could be deemed admitted and the relief sought might be granted by default against a party that failed to appear at the hearing.

The Commission's staff (Staff) appeared at the hearing. None of the referenced retailers appeared. Based on a retailer's failure to appear, Staff filed a motion to dismiss the case(s) from SOAH's docket and to remand the case to the Commission for informal disposition in accordance with Texas Government Code § 2001.058(d-1) and 1 Texas Administrative Code § 155.501(d). The ALJ concludes that the motion has merit and should be granted.

Accordingly, the motion to dismiss and remand each case listed on Attachment A is conditionally granted, and the case(s) are conditionally dismissed from SOAH's docket and remanded to the Commission for informal disposition under Texas Government Code § 2001.056. Each retailer may have the dismissal and remand set aside by filing an adequate motion with SOAH no later than 15 days after the issuance of this order, pursuant to 1 Texas Administrative Code § 155.501(e).

**Signed August 26, 2019**

  
**HENRY D. CARD**  
**ADMINISTRATIVE LAW JUDGE**  
**STATE OFFICE OF ADMINISTRATIVE HEARINGS**

**TEXAS LOTTERY COMMISSION**  
**REVOCATION HEARINGS**  
**STATE OFFICE OF ADMINISTRATIVE HEARINGS**  
**ATTACHMENT A**

**HEARING HELD: August 22, 2019**

SOAH DOCKET NO.	RETAILER NAME	RETAILER ADDRESS	RETAILER NUMBER
362-19-6083	FS & SK Inc. d/b/a Handi Stop 108	3013 Collingsworth St. Houston, TX 77026	179215



Date: OCTOBER 10, 2019

Case No. 2019-660

IN THE MATTER OF	§	BEFORE THE TEXAS
	§	
ALISHAN ENTERPRISES INC.	§	
D/B/A Z & M FOOD MART & DELI	§	
	§	
TEXAS LOTTERY TICKET SALES	§	
AGENT LICENSE NO. 129343	§	LOTTERY COMMISSION

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and Alishan Enterprises Inc. d/b/a Z & M Food Mart & Deli (Z & M Food Mart & Deli) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Z & M Food Mart & Deli holds Texas Lottery Ticket Sales Agent License No. 129343.
2. Zarina Tejani is the president of Z & M Food Mart & Deli, which is located at 511 N. Main St., Euless, TX 76039.
3. On December 6, 2018, the Commission received a complaint that Z & M Food Mart & Deli sold several Texas Lottery scratch tickets that had been partially scratched in the bonus play area and sold out of sequence.
4. On December 20, 2018, a Commission investigator found six scratch tickets for sale at Z & M Food Mart & Deli that had been pre-scratched in the bonus play area. Upon review of the store security video, the investigator determined that Mahesh Sanjyal, an employee of Z & M Food Mart & Deli, scratched the bonus play area on some of the seized tickets. Upon further

inquiry, Mr. Sanjyal told the investigator that he had scratched the bonus area on tickets to reveal winners for customers.

5. Mr. Sanjyal was terminated from employment at Z & M Food Mart & Deli due to his actions described above.

### **AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.

2. Z & M Food Mart & Deli is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Z & M Food Mart & Deli, by and through Mahesh Sanjyal, is subject to disciplinary action pursuant to Tex. Gov't Code §466.307(a) and 16 Tex. Admin. Code §§ 401.158(b)(6), (7), and (30), and 401.366.

4. Tex. Gov't Code §466.307(a) states:

A person commits an offense if the person intentionally or knowingly influences or attempts to influence the selection of the winner of a lottery game.

5. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(6) licensee fails to establish or maintain reasonable security precautions with regard to the handling of lottery tickets and other materials;

(7) licensee endangers the security and/or integrity of the lottery games operated by the commission;

...

(30) licensee intentionally or knowingly influences or attempts to influence the selection of the winner of a lottery game.



6. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

7. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery." Tex. Gov't Code §466.014(a).

8. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are performing duties generally assigned to them, regardless of whether the employee acted intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

9. The State Lottery Act recognizes that a sales agent's unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov't Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission's ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission's express duty to exercise strict control and supervision over the lottery, and is within the Commission's implied authority.

10. The Texas Lottery Ticket Sales Agent License of Z & M Food Mart & Deli is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of Z

& M Food Mart & Deli's violation of Tex. Gov't Code §466.307(a) and 16 Tex. Admin. Code §§ 401.158(b)(6), (7), and (30) and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, Z & M Food Mart & Deli agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Z & M Food Mart & Deli agrees that, as a result of its violation of Tex. Gov't Code §466.307(a) and 16 Tex. Admin Code §§ 401.158(b)(6), (7), and (30), and 401.366, its Ticket Sales Agent License will be suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Z & M Food Mart & Deli agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Z & M Food Mart & Deli is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Z & M Food Mart & Deli's Ticket Sales Agent License is posted.

5. Z & M Food Mart & Deli agrees that Mahesh Sanjyal is prohibited from employment at Z & M Food Mart & Deli for as long as Z & M Food Mart & Deli holds a Texas Lottery Ticket Sales Agent License.



6. Z & M Food Mart & Deli agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Z & M Food Mart & Deli's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

7. Z & M Food Mart & Deli acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

8. Z & M Food Mart & Deli agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Z & M Food Mart & Deli has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against Z & M Food Mart & Deli, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

9. Z & M Food Mart & Deli agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Z & M Food Mart & Deli will be charged for tickets sold on or before that date. Z & M Food Mart & Deli will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

Alishan Enterprises Inc.  
d/b/a Z & M Food Mart & Deli

Texas Lottery Commission  
Lottery Operations Division

By:

Zarina      7-29-19  
Zarina Tejani      DATE  
President

By:

Rm      7-31-19  
Ryan S. Mindell      DATE  
Director

**Commission Order No. 20-0008**

**Date: OCTOBER 10, 2019**

**Case No. 2019-660**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>ALISHAN ENTERPRISES INC.</b>	<b>§</b>	
<b>D/B/A Z &amp; M FOOD MART &amp; DELI</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 129343</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of Alishan Enterprises Inc. d/b/a Z & M Food Mart & Deli's (Z & M Food Mart & Deli) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Z & M Food Mart & Deli shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Z & M Food Mart & Deli shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Z & M Food Mart & Deli's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0008**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that Mahesh Sanjyal is prohibited from employment at Z & M Food Mart & Deli for as long as Z & M Food Mart & Deli holds a Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that Z & M Food Mart & Deli has failed to comply with the terms of this Order, disciplinary action shall be taken against Z & M Food Mart & Deli, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(5) IT IS FURTHER ORDERED by the Commission that Z & M Food Mart & Deli shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Z & M Food Mart & Deli will be charged for the tickets sold on or before that date. Z & M Food Mart & Deli will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

**Commission Order No. 20-0008**

**Date: OCTOBER 10, 2019**

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER



**Date: OCTOBER 10, 2019**

**Case No. 2019-747**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>SAJCO INC.</b>	<b>§</b>	
<b>D/B/A MR T'S</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 119375</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and SAJCO Inc. d/b/a Mr T's (Mr T's) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Mr T's holds Texas Lottery Ticket Sales Agent License No. 119375.
2. Luxmidas Haribhai is the president of Mr T's, which is located at 6808 Bowman Springs Road, Arlington, TX 76016.
3. Since 2009, Mr. Haribhai has presented a total of 14 lottery prize claims to the Commission. On February 27, 2019, when questioned by a Commission investigator about these claims, Mr. Haribhai told the investigator that all prior claims were for tickets that he himself purchased, except one, which he claimed on behalf of a customer. Mr. Haribhai told the investigator that customer had presented a lottery ticket with a prize value of \$1,000 and asked if Mr. Haribhai could claim the prize for him. Mr. Haribhai said he agreed to claim the prize and that, after claiming the prize at a Texas Lottery claim center, paid the customer \$1,000.

## AGREED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.

2. Mr T's is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Mr T's, by and through Luxmidas Haribhai, is subject to disciplinary action pursuant to Tex. Gov't Code §§ 466.308(a) and 466.310(a), and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

4. Tex. Gov't Code §466.308(a) states:

A person commits an offense if the person intentionally or knowingly:

- (1) claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or
- (2) aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.

5. Tex. Gov't Code §466.310(a) states:

A person commits an offense if the person:

- (1) induces another person to assign or transfer a right to claim a prize;
- (2) offers for sale the right to claim a prize; or
- (3) offers, for compensation, to claim the prize of another person.

6. Tex. Gov't Code §466.402(b) states:

The payment of a prize in an amount of \$600 or more may be made only by the director.

7. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...



(31) licensee intentionally or knowingly claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.

...

(33) licensee:

(A) induces another person to assign or transfer a right to claim a prize;

(B) initiates or accepts an offer to sell the right to claim a prize;

(C) initiates or accepts an offer of compensation from another person to claim a lottery prize, or

(D) purchases a lottery ticket from a person who is not a licensed lottery retailer.

8. 16 Tex. Admin. Code §401.360 states:

Retailers may pay any lottery prize of less than \$600, after complying with established validation procedures. However, if a retailer validates a ticket of up to \$600, that retailer shall pay the prize amount on the ticket. Prizes of \$600 or more shall be paid by the Texas Lottery by mail or at a designated lottery claim center.

9. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

10. The Texas Lottery Ticket Sales Agent License of Mr T's is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of Mr T's' violation of Tex. Gov't Code §§ 466.308(a) and 466.310(a), and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, Mr T's agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including

but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Mr T's agrees that, as a result of its violation of Tex. Gov't Code §§ 466.308(a) and 466.310(a), and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366, its Ticket Sales Agent License will be suspended for a period of ninety (90) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Mr T's agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Mr T's is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Mr T's' Ticket Sales Agent License is posted.

5. Mr T's agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Mr T's' Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. Mr T's acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. Mr T's agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Mr T's has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be

taken against Mr T's, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

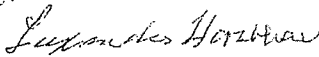
8. Mr T's agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Mr T's will be charged for tickets sold on or before that date. Mr T's will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

SAJCO Inc.  
d/b/a Mr T's


Texas Lottery Commission  
Lottery Operations Division

By:

 8-2-2019  
Luxmidas Haribhai  
President

DATE

By:

 8-5-19  
Ryan S. Mindell  
Director

DATE

**Commission Order No. 20-0009**

**Date: OCTOBER 10, 2019**

**Case No. 2019-660**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>SAJCO INC.</b>	<b>§</b>	
<b>D/B/A MR T'S</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 119375</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of SAJCO Inc. d/b/a Mr T's' (Mr T's) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of ninety (90) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Mr T's shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Mr T's shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Mr T's' Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0009**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that Mr T's has failed to comply with the terms of this Order, disciplinary action shall be taken against Mr T's, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Mr T's shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Mr T's will be charged for the tickets sold on or before that date. Mr T's will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER



**Commission Order No. 20-0010**

**Date: OCTOBER 10, 2019**

**Case No. 2019-748**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>FIONA INVESTMENTS INC.</b>	<b>§</b>	
<b>D/B/A NICK’S MART</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 153974</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and Fiona Investments Inc. d/b/a Nick’s Mart (Nick’s Mart) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Nick’s Mart holds Texas Lottery Ticket Sales Agent License No. 153974.
2. Nizarali Charaniya is the owner of Nick’s Mart, which is located at 2819 S. New Braunfels, San Antonio, TX 78210.
3. On February 12, 2019, the Commission received a complaint that Nick’s Mart required a minimum purchase of \$20 to purchase lottery tickets with a debit card.
4. On February 14, 2019, a Commission investigator traveled to Nick’s Mart to purchase lottery tickets with a debit card. The clerk on duty informed the investigator that the minimum purchase for lottery tickets with a debit card was \$20. Nizarali Charaniya, the store owner, confirmed the store had a \$5 minimum purchase for merchandise and a \$20 minimum purchase requirement for lottery tickets if a debit card is used.

## **AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.
2. Nick's Mart is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.
3. Nick's Mart, by and through Nizarali Charaniya, is subject to disciplinary action pursuant to Tex. Gov't Code §466.302(a) and 16 Tex. Admin. Code §401.158(b)(23).
4. Tex. Gov't Code §466.302(a) states:

A person commits an offense if the person intentionally or knowingly sells a ticket at a price the person knows is greater than that fixed by the commission or by the lottery operator authorized to set that price.
5. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(23) licensee intentionally or knowingly sells a ticket at a price the licensee knows is greater than the price set by the executive director.
6. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.
7. The Texas Lottery Ticket Sales Agent License of Nick's Mart is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of Nick's Mart's violation of Tex. Gov't Code §466.302(a) and 16 Tex. Admin. Code §§ 401.158(b)(23).



## **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, Nick's Mart agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Nick's Mart agrees that, as a result of its violation of Tex. Gov't Code §466.302(a) and 16 Tex. Admin Code §§ 401.158(b)(23), its Ticket Sales Agent License will be suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Nick's Mart agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Nick's Mart is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Nick's Mart's Ticket Sales Agent License is posted.

5. Nick's Mart agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Nick's Mart's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. Nick's Mart acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

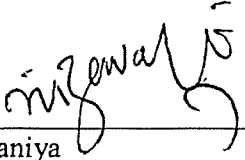
7. Nick's Mart agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Nick's Mart has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against Nick's Mart, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

8. Nick's Mart agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Nick's Mart will be charged for tickets sold on or before that date. Nick's Mart will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

Fiona Investments Inc.  
d/b/a Nick's Mart

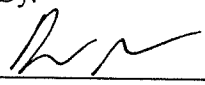
By:

  
\_\_\_\_\_  
Nizarali Charaniya  
Owner

DATE

Texas Lottery Commission  
Lottery Operations Division

By:

  
\_\_\_\_\_  
Ryan S. Mindell  
Director

8-21-19  
DATE

**Commission Order No. 20-0010**

**Date: OCTOBER 10, 2019**

**Case No. 2019-748**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>FIONA INVESTMENTS INC.</b>	<b>§</b>	
<b>D/B/A NICK'S MART</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 153974</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of Fiona Investments Inc. d/b/a Nick's Mart's (Nick's Mart) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Nick's Mart shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Nick's Mart shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Nick's Mart's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0010**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that Nick's Mart has failed to comply with the terms of this Order, disciplinary action shall be taken against Nick's Mart, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Nick's Mart shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Nick's Mart will be charged for the tickets sold on or before that date. Nick's Mart will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER



Date: OCTOBER 10, 2019

Case No. 2019-840

IN THE MATTER OF	§	BEFORE THE TEXAS
	§	
TARU, INC.	§	
D/B/A THE LIQUOR STORE 5	§	
	§	
TEXAS LOTTERY TICKET SALES	§	
AGENT LICENSE NO. 152739	§	LOTTERY COMMISSION

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and TARU, Inc. d/b/a The Liquor Store 5 (The Liquor Store 5) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. The Liquor Store 5 holds Texas Lottery Ticket Sales Agent License No. 152739.
2. Niraj Patel is the owner of The Liquor Store 5, which is located at 8702 Crown Jewel Dr., Richmond, TX 77469.
3. On February 6, 2019, the Commission received a complaint that The Liquor Store 5 imposed a charge for the purchase of lottery tickets with a debit card. On March 20, 2019, a Commission investigator traveled to The Liquor Store 5 to purchase a lottery ticket with a debit card. The clerk on duty, later identified as the owner Niraj Patel, told the investigator the store only accepted cash for lottery ticket purchases. Mr. Patel stated that, if the customer wanted to purchase lottery tickets with a debit card, the store would process the purchase with a cash back charge of \$1.

## **AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.
2. The Liquor Store 5 is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.
3. The Liquor Store 5 is subject to disciplinary action pursuant to Tex. Gov't Code §466.302(a) and 16 Tex. Admin. Code §401.158(b)(23).
4. Tex. Gov't Code §466.302(a) states:

A person commits an offense if the person intentionally or knowingly sells a ticket at a price the person knows is greater than that fixed by the commission or by the lottery operator authorized to set that price.
5. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(23) licensee intentionally or knowingly sells a ticket at a price the licensee knows is greater than the price set by the executive director.
6. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.
7. The Texas Lottery Ticket Sales Agent License of The Liquor Store 5 is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of The Liquor Store 5's violation of Tex. Gov't Code §466.302(a) and 16 Tex. Admin. Code §§ 401.158(b)(23).



## **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, The Liquor Store 5 agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. The Liquor Store 5 agrees that, as a result of its violation of Tex. Gov't Code §466.302(a) and 16 Tex. Admin Code §§ 401.158(b)(23), its Ticket Sales Agent License will be suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, The Liquor Store 5 agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, The Liquor Store 5 is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where The Liquor Store 5's Ticket Sales Agent License is posted.

5. The Liquor Store 5 agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of The Liquor

Store 5's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. The Liquor Store 5 acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. The Liquor Store 5 agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that The Liquor Store 5 has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against The Liquor Store 5, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

8. The Liquor Store 5 agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and The Liquor Store 5 will be charged for tickets sold on or before that date. The Liquor Store 5 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

TARU, Inc.

d b/a The Liquor Store 5

By:

Niraj Patel  
Owner

8/19/19  
DATE

Texas Lottery Commission  
Lottery Operations Division

By:

Ryan S. Mindell  
Director

8-21-19  
DATE

**Commission Order No. 20-0011**

**Date: OCTOBER 10, 2019**

**Case No. 2019-840**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>TARU, INC.</b>	<b>§</b>	
<b>D/B/A THE LIQUOR STORE 5</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 152739</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of TARU, Inc. d/b/a The Liquor Store 5's (The Liquor Store 5) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, The Liquor Store 5 shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, The Liquor Store 5 shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where The Liquor Store 5's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0011**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that The Liquor Store 5 has failed to comply with the terms of this Order, disciplinary action shall be taken against The Liquor Store 5, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that The Liquor Store 5 shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and The Liquor Store 5 will be charged for the tickets sold on or before that date. The Liquor Store 5 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

**Commission Order No. 20-0011**

**Date: OCTOBER 10, 2019**

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER



Date: OCTOBER 10, 2019

Case No. 2019-911

IN THE MATTER OF	§	BEFORE THE TEXAS
	§	
ROWE'S CHEVRON LLC	§	
D/B/A ROWE'S CHEVRON LLC	§	
	§	
TEXAS LOTTERY TICKET SALES	§	
AGENT LICENSE NO. 175482	§	LOTTERY COMMISSION

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and Rowe's Chevron LLC d/b/a Rowe's Chevron LLC (Rowe's Chevron LLC) make the following Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Rowe's Chevron LLC holds Texas Lottery Ticket Sales Agent License No. 175482.
2. Martha Rowe and Wesley Rowe are the managing members of Rowe's Chevron LLC, which is located at 2415 N. Main St., Junction, TX 76849-3104.
3. On May 1, 2019, the Junction Police Department requested information from the Commission regarding attempted validations of Texas Lottery scratch tickets purchased with a stolen credit card at Rowe's Chevron LLC. On May 6, 2019, Martha Rowe told a Commission investigator that a Rowe's Chevron LLC employee allowed the credit card purchases because their new point of sale system failed to automatically deny credit card transactions for lottery tickets.

**AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act (Tex. Gov't Code, Chapter 466) and the Commission rules (16 Tex. Admin. Code, Chapter 401).



2. Rowe's Chevron LLC is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Tex. Gov't Code §466.3052(a) states:

A person commits an offense if the person intentionally or knowingly sells a ticket and the person accepts anything other than the following as payment for the ticket:

- (1) United States currency;
- (2) a negotiable instrument in the form of a check that meets the requirements of Section 3.104, Business & Commerce Code;
- (3) a debit made through a financial institution debit card;
- (4) a coupon or voucher issued by the commission for purposes of purchasing a lottery ticket; or
- (5) a mail order subscription on a mail order subscription form authorized by the commission.

4. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

(b) Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(27) licensee intentionally or knowingly sells a ticket and accepts anything for payment not specifically allowed under the State Lottery Act.

5. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

6. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery." Tex. Gov't Code §466.014(a).

7. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d

605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are performing duties generally assigned to them, regardless of whether the employee acted intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

8. The State Lottery Act recognizes that a sales agent’s unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov’t Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission’s ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission’s express duty to exercise strict control and supervision over the lottery, and is within the Commission’s implied authority.

9. The Texas Lottery Ticket Sales Agent License of Rowe’s Chevron LLC is subject to suspension or revocation pursuant to Tex. Gov’t Code §466.155(a)(5), as a result of Rowe’s Chevron LLC’s violation of Tex. Gov’t Code §466.3052(a) and 16 Tex. Admin. Code §§ 401.158(b)(27) and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement, Rowe’s Chevron LLC agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to the right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Rowe's Chevron LLC agrees that, as a result of its violation of Tex. Gov't Code §466.3052(a), and 16 Tex. Admin. Code §§ 401.158(b)(27) and 401.366, its Ticket Sales Agent License will be suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Rowe's Chevron LLC agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Rowe's Chevron LLC is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Rowe's Chevron LLC's Ticket Sales Agent License is posted.

5. Rowe's Chevron LLC agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Rowe's Chevron LLC's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. Rowe's Chevron LLC acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. Rowe's Chevron LLC agrees that if, after a formal hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Rowe's Chevron LLC has failed to comply with the terms of the Memorandum of Agreement and Consent

Order, disciplinary action shall be taken against Rowe's Chevron LLC, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

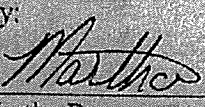
8. Rowe's Chevron LLC agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Rowe's Chevron LLC will be charged for tickets sold on or before that date. Rowe's Chevron LLC will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:


Rowe's Chevron LLC  
d/b/a Rowe's Chevron LLC

Texas Lottery Commission  
Lottery Operations Division

By:

 Rowe 9/17/19  
Martha Rowe  
Managing Member  
DATE

By:

 9-23-19  
Ryan S. Mindell  
Director  
DATE

**Date: OCTOBER 10, 2019**

**Case No. 2019-911**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>ROWE'S CHEVRON LLC</b>	<b>§</b>	
<b>D/B/A ROWE'S CHEVRON LLC</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 175482</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of Rowe's Chevron LLC d/b/a Rowe's Chevron LLC's (Rowe's Chevron LLC) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Rowe's Chevron LLC shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Rowe's Chevron LLC shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Rowe's Chevron LLC's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0012**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a formal hearing on the sole issue of compliance with this Consent Order, it is found that Rowe's Chevron LLC has failed to comply with the terms of this Order, disciplinary action shall be taken against Rowe's Chevron LLC, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Rowe's Chevron LLC shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Rowe's Chevron LLC will be charged for the tickets sold on or before that date. Rowe's Chevron LLC will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER





**Date: OCTOBER 10, 2019**

**Case No. 2019-915**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>NEW STEP IN USA INC.</b>	<b>§</b>	
<b>D/B/A STEP IN 2</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 147313</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and New Step In USA Inc. d/b/a Step In 2 (Step In 2) make the following Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Step In 2 holds Texas Lottery Ticket Sales Agent License No. 147313.
2. Sunil Pokhrel is the president of Step In 2, which is located at 4526 West 7th St., Texarkana, TX 75501.
3. Based on an internal review, the Commission initiated an investigation of Step In 2. On June 7, 2019, a Commission investigator attempted to redeem a Texas Lottery scratch ticket with a prize value of \$1,000 at Step In 2 by presenting the ticket to Anita Sharma, a non-employee who was behind the counter. Manish Bhattarai, Ms. Sharma's cousin, was the clerk on duty at the time and had allowed Ms. Sharma to assist him in his lottery-related duties. Ms. Sharma, with Mr. Bhattarai's approval, offered to purchase the Commission investigator's scratch ticket for \$500.

## AGREED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act (Tex. Gov't Code, Chapter 466) and the Commission rules (16 Tex. Admin. Code, Chapter 401).

2. Step In 2 is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Tex. Gov't Code §466.310(a) states:

A person commits an offense if the person:

- (A) induces another person to assign or transfer a right to claim a prize;
- (B) offers for sale the right to claim a prize; or
- (C) offers, for compensation, to claim the prize of another person.

4. 16 Tex. Admin. Code §401.158(b) states, in pertinent parts:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(33) licensee:

- (A) induces another person to assign or transfer a right to claim a prize;
- (B) initiates or accepts an offer to sell the right to claim a prize;
- (C) initiates or accepts an offer of compensation from another person to claim a lottery prize, or
- (D) purchases a lottery ticket from a person who is not a licensed lottery retailer.

5. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

6. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity,

security, honesty, and fairness in the operation and administration of the lottery.” Tex. Gov’t Code §466.014(a).

7. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are performing duties generally assigned to them, regardless of whether the employee acted intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

8. The State Lottery Act recognizes that a sales agent’s unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov’t Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission’s ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission’s express duty to exercise strict control and supervision over the lottery, and is within the Commission’s implied authority.

9. The Texas Lottery Ticket Sales Agent License of Step In 2 is subject to suspension or revocation pursuant to Tex. Gov’t Code §466.155(a)(5), as a result of Step In 2’s violation of Tex. Gov’t Code §466.310(a) and 16 Tex. Admin. Code §§ 401.158(b)(33) and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement, Step In 2 agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not

limited to the right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Step In 2 agrees that, as a result of its violation of Tex. Gov't Code §466.310(a), and 16 Tex. Admin. Code §§ 401.158(b)(33) and 401.366, its Ticket Sales Agent License will be suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Step In 2 agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Step In 2 is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Step In 2's Ticket Sales Agent License is posted.

5. Step In 2 agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Step In 2's Ticket Sales Agent License, for any further violations of the State Lottery Act and/or Commission rules.

6. Step In 2 acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. Step In 2 agrees that if, after a formal hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Step In 2 has failed to comply


with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against Step In 2, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

8. Step In 2 agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Step In 2 will be charged for tickets sold on or before that date. Step In 2 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

New Step In USA Inc.  
d/b/a Step In 2

By:



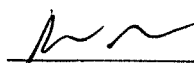
09/18/19

Sunil Pokhrel  
President

DATE

Texas Lottery Commission  
Lottery Operations Division

By:



9-23-19

Ryan S. Mindell  
Director

DATE

**Commission Order No. 20-0013**

**Date: OCTOBER 10, 2019**

**Case No. 2019-915**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>NEW STEP IN USA INC.</b>	<b>§</b>	
<b>D/B/A STEP IN 2</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 147313</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of New Step In USA Inc. d/b/a Step In 2's (Step In 2) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Step In 2 shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Step In 2 shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Step In 2's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0013**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a formal hearing on the sole issue of compliance with this Consent Order, it is found that Step In 2 has failed to comply with the terms of this Order, disciplinary action shall be taken against Step In 2, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Step In 2 shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Step In 2 will be charged for the tickets sold on or before that date. Step In 2 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER





**Commission Order No. 20-0014**

**Date: OCTOBER 10, 2019**

**Case No. 2019-917**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>NORTH TIMBERLAND EXPRESS INC.</b>	<b>§</b>	
<b>D/B/A BIG'S 3807</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 179976</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and North Timberland Express Inc. d/b/a Big's 3807 (Big's 3807) make the following Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Big's 3807 holds Texas Lottery Ticket Sales Agent License No. 179976.
2. Noor Ali is the vice president of Big's 3807, which is located at 1910 N. Timberland Drive, Lufkin, TX 75901.
3. On May 22, 2019, the Commission received a complaint that Big's 3807 required a minimum purchase of \$10 in Texas Lottery tickets when purchasing tickets with a debit card. On May 29, 2019, a Commission investigator spoke with the assistant manager and the manager at Big's 3807, who confirmed the \$10 minimum purchase requirement.

**AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.

2. Big's 3807 is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Tex. Gov't Code §466.302(a) states:

A person commits an offense if the person intentionally or knowingly sells a ticket at a price the person knows is greater than that fixed by the commission or by the lottery operator authorized to set that price.

4. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(23) licensee intentionally or knowingly sells a ticket at a price the licensee knows is greater than the price set by the executive director.

5. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

6. The Texas Lottery Ticket Sales Agent License of Big's 3807 is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of Big's 3807's violation of Tex. Gov't Code §466.302(a), and 16 Tex. Admin. Code §§ 401.158(b)(23) and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement, Big's 3807 agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to the right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Big's 3807 agrees that, as a result of its violation of Tex. Gov't Code §466.302(a), and 16 Tex. Admin Code §§ 401.158(b)(23) and 401.366, its Ticket Sales Agent License will be suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Big's 3807 agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Big's 3807 is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Big's 3807's Ticket Sales Agent License is posted.

5. Big's 3807 agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Big's 3807's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. Big's 3807 acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.


7. Big's 3807 agrees that if, after a formal hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Big's 3807 has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against Big's 3807, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

8. Big's 3807 agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Big's 3807 will be charged for tickets sold on or before that date. Big's 3807 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

North Timberland Express Inc.  
d/b/a Big's 3807

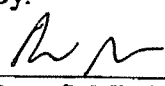
By:

  
\_\_\_\_\_  
Noor Ali  
Vice President

09-12-19  
\_\_\_\_\_  
DATE

Texas Lottery Commission  
Lottery Operations Division

By:

  
\_\_\_\_\_  
Ryan S. Mindell  
Director

9-23-19  
\_\_\_\_\_  
DATE

**Commission Order No. 20-0014**

**Date: OCTOBER 10, 2019**

**Case No. 2019-917**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>NORTH TIMBERLAND EXPRESS INC.</b>	<b>§</b>	
<b>D/B/A BIG'S 3807</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 179976</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of North Timberland Express Inc. d/b/a Big's 3807's (Big's 3807) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of ten (10) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Big's 3807 shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Big's 3807 shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Big's 3807's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0014**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a formal hearing on the sole issue of compliance with this Consent Order, it is found that Big's 3807 has failed to comply with the terms of this Order, disciplinary action shall be taken against Big's 3807, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Big's 3807 shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Big's 3807 will be charged for the tickets sold on or before that date. Big's 3807 will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER



Date: OCTOBER 10, 2019

Case No. 2019-919

IN THE MATTER OF	§	BEFORE THE TEXAS
	§	
D & L CORPORATION	§	
D/B/A QUICK TRACK	§	
	§	
TEXAS LOTTERY TICKET SALES	§	
AGENT LICENSE NO. 145693	§	LOTTERY COMMISSION

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and D & L Corporation d/b/a Quick Track (Quick Track) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. Quick Track holds Texas Lottery Ticket Sales Agent License No. 145693.
2. Tenzin Sherpa is the owner of Quick Track, which is located at 2004 Live Oak St., Commerce, TX 75428.
3. On January 22, 2019, a claimant presented to the Dallas Claim Center (DCC) a “Blackout Bingo” Texas Lottery scratch ticket with a prize value of \$1,000. Because the ticket was torn in half and taped together with clear tape across the torn area, the DCC referred the claim for further investigation.
4. On April 24, 2019, a Commission investigator spoke to Fure Sherpa, the claimant and an employee of Quick Track, who admitted he purchased the winning ticket from a store customer for less than the prize value of the ticket.



5. On June 12, 2019, the investigator received a voice mail message from the original purchaser of the ticket, who stated he purchased the ticket and asked Fure Sherpa to cash the ticket for him.

### **AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.

2. Quick Track is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. Quick Track is subject to disciplinary action pursuant to Tex. Gov't Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

4. Tex. Gov't Code §466.308(a) states:

A person commits an offense if the person intentionally or knowingly:

- (1) claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or
- (2) aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.

5. Tex. Gov't Code §466.310(a) states:

A person commits an offense if the person:

- (1) induces another person to assign or transfer a right to claim a prize;
- (2) offers for sale the right to claim a prize; or
- (3) offers, for compensation, to claim the prize of another person.

6. Tex. Gov't Code §466.402(b) states:

The payment of a prize in an amount of \$600 or more may be made only by the director.

7. 16 Tex. Admin. Code §401.158(b) states, in pertinent parts:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(31) licensee intentionally or knowingly claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation;

...

(33) licensee:

(A) induces another person to assign or transfer a right to claim a prize;

(B) initiates or accepts an offer to sell the right to claim a prize;

(C) initiates or accepts an offer of compensation from another person to claim a lottery prize; or

(D) purchases a lottery ticket from a person who is not a licensed lottery retailer.

8. 16 Tex. Admin. Code §401.360 states:

Retailers may pay any lottery prize of less than \$600, after complying with established validation procedures. However, if a retailer validates a ticket of up to \$600, that retailer shall pay the prize amount on the ticket. Prizes of \$600 or more shall be paid by the Texas Lottery by mail or at a designated lottery claim center.

9. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

10. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery." Tex. Gov't Code §466.014(a).

11. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are performing duties generally assigned to them, regardless of whether the employee acted intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

12. The State Lottery Act recognizes that a sales agent’s unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov’t Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission’s ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission’s express duty to exercise strict control and supervision over the lottery, and is within the Commission’s implied authority.

13. The Texas Lottery Ticket Sales Agent License of Quick Track is subject to suspension or revocation pursuant to Tex. Gov’t Code §466.155(a)(5), as a result of Quick Track’s violation of Tex. Gov’t Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, Quick Track agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of

Agreement, including but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. Quick Track agrees that, as a result of its violation of Tex. Gov't Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366, its Ticket Sales Agent License will be suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, Quick Track agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, Quick Track is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Quick Track's Ticket Sales Agent License is posted.

5. Quick Track agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of Quick Track's Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. Quick Track acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. Quick Track agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that Quick Track has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against Quick Track, up to and including revocation of its Texas Lottery Ticket Sales Agent License.


8. Quick Track agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and Quick Track will be charged for tickets sold on or before that date. Quick Track will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

D & L Corporation  
d/b/a Quick Track

Texas Lottery Commission  
Lottery Operations Division

By:



Tenzin Sherpa  
Owner

9-12-2019

DATE

By:



Ryan S. Mindell  
Director

9-23-19

DATE

**Date: OCTOBER 10, 2019**

**Case No. 2019-919**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>D &amp; L CORPORATION</b>	<b>§</b>	
<b>D/B/A QUICK TRACK</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 145693</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of D & L Corporation d/b/a Quick Track's (Quick Track) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, Quick Track shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, Quick Track shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where Quick Track's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0015**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that Quick Track has failed to comply with the terms of this Order, disciplinary action shall be taken against Quick Track, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that Quick Track shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and Quick Track will be charged for the tickets sold on or before that date. Quick Track will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER





**Commission Order No. 20-0016**

**Date: OCTOBER 10, 2019**

**Case No. 2019-965**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>EMBTESFAYE LLC</b>	<b>§</b>	
<b>D/B/A 7-ELEVEN CONVENIENCE</b>	<b>§</b>	
<b>STORE #35384</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 174917</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and Embtesfaye LLC d/b/a 7-Eleven Convenience Store #35384 (7-Eleven) make the following Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. 7-Eleven holds Texas Lottery Ticket Sales Agent License No. 174917.
2. Tesfaye Feye is the managing member of 7-Eleven, which is located at 5910 Singleton Blvd., Dallas, TX 75212.
3. On May 16, 2019, the Commission received a complaint that 7-Eleven sold three (3) "\$250,000 50X Cashword" Texas Lottery scratch tickets that had been partially scratched in the bonus play area. Based on that complaint, a Commission investigator inspected the tickets for sale at 7-Eleven and found six (6) scratch tickets that had been partially scratched in the bonus play area. Kidanu Tefera Tilahun, 7-Eleven's employee, admitted to the investigator that he scratched the bonus play area on the tickets.
4. As a result of Mr. Tilahun's admission, 7-Eleven terminated Mr. Tilahun's employment.

## AGREED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act (Tex. Gov't Code, Chapter 466) and the Commission rules (16 Tex. Admin. Code, Chapter 401).
2. 7-Eleven is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.
3. Tex. Gov't Code §466.307(a) states:

A person commits an offense if the person intentionally or knowingly influences or attempts to influence the selection of the winner of a lottery game.
4. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

(b) Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(30) licensee intentionally or knowingly influences or attempts to influence the selection of the winner of a lottery game.
5. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.
6. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery." Tex. Gov't Code §466.014(a).
7. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are

performing duties generally assigned to them, regardless of whether the employee acted intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

8. The State Lottery Act recognizes that a sales agent's unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov't Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission's ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission's express duty to exercise strict control and supervision over the lottery, and is within the Commission's implied authority.

9. The Texas Lottery Ticket Sales Agent License of 7-Eleven is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of 7-Eleven's violation of Tex. Gov't Code §466.307(a) and 16 Tex. Admin. Code §§ 401.158(b)(30) and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement, 7-Eleven agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to the right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. 7-Eleven agrees that, as a result of its violation of Tex. Gov't Code §466.307(a) and 16 Tex. Admin. Code §§ 401.158(b)(30) and 401.366, its Ticket Sales Agent License will be

suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, 7-Eleven agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, 7-Eleven is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where 7-Eleven's Ticket Sales Agent License is posted.

5. 7-Eleven agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of 7-Eleven's Ticket Sales Agent License, for any further violations of the State Lottery Act and/or Commission rules.

6. 7-Eleven acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. 7-Eleven agrees that if, after a formal hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that 7-Eleven has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against 7-Eleven, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

8. 7-Eleven agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and 7-Eleven will be charged for tickets sold on or before that date. 7-Eleven will be credited for any tickets that have been paid for in previous

sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

Embtessfaye LLC  
d/b/a 7-Eleven Convenience Store #35384

Texas Lottery Commission  
Lottery Operations Division

By:

Tessfaye 9.9.19  
Tessfaye Feye DATE  
Managing Member

By:

RN 9-23-19  
Ryan S. Mindell DATE  
Director

**Commission Order No. 20-0016**

**Date: OCTOBER 10, 2019**

**Case No. 2019-965**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>EMBTESFAYE LLC</b>	<b>§</b>	
<b>D/B/A 7-ELEVEN CONVENIENCE</b>	<b>§</b>	
<b>STORE #35384</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 174917</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Agreed Conclusions of Law, and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of Embtesfaye LLC d/b/a 7-Eleven Convenience Store #35384's (7-Eleven) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, 7-Eleven shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, 7-Eleven shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where 7-Eleven's Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0016**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a formal hearing on the sole issue of compliance with this Consent Order, it is found that 7-Eleven has failed to comply with the terms of this Order, disciplinary action shall be taken against 7-Eleven, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that 7-Eleven shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and 7-Eleven will be charged for the tickets sold on or before that date. 7-Eleven will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER





**Commission Order No. 20-0017**

**Date: OCTOBER 10, 2019**

**Case No. 2019-966**

IN THE MATTER OF	§	BEFORE THE TEXAS
	§	
NEB-TEX OF DALHART LLC	§	
D/B/A THE DEPOT DISCOUNT LIQUOR	§	
	§	
TEXAS LOTTERY TICKET SALES	§	
AGENT LICENSE NO. 148319	§	LOTTERY COMMISSION

**MEMORANDUM OF AGREEMENT AND CONSENT ORDER**

The Texas Lottery Commission (Commission) and Neb-Tex of Dalhart LLC d/b/a The Depot Discount Liquor (The Depot Discount Liquor) make the following Agreed Findings of Fact, Agreed Conclusions of Law and Memorandum of Agreement, and enter into this Consent Order.

**AGREED FINDINGS OF FACT**

1. The Depot Discount Liquor holds Texas Lottery Ticket Sales Agent License No. 148319.
2. Carla Meyers and Harold Meyers are the managing members of The Depot Discount Liquor, which is located at 621 S. Hwy. 87, Dalhart, TX 79022.
3. Based on an internal review, the Commission initiated an investigation of The Depot Discount Liquor. On April 4, 2019, a Commission investigator presented a lottery ticket with a prize value of \$1,000 for validation at The Depot Discount Liquor. The store employee advised the investigator she could not cash the ticket unless the investigator was a “regular customer,” in which case she would have cashed the ticket. The employee added, they “sometimes do that” for regular customers.

## **AGREED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over this matter pursuant to the State Lottery Act, Tex. Gov't Code Chapter 466, and the Commission rules, 16 Tex. Admin. Code Chapter 401.

2. The Depot Discount Liquor is obligated to follow the provisions of the State Lottery Act and the Commission rules to maintain its Texas Lottery Ticket Sales Agent License.

3. The Depot Discount Liquor is subject to disciplinary action pursuant to Tex. Gov't Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

4. Tex. Gov't Code §466.308(a) states:

A person commits an offense if the person intentionally or knowingly:

- (1) claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or
- (2) aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.

5. Tex. Gov't Code §466.310(a) states:

A person commits an offense if the person:

- (1) induces another person to assign or transfer a right to claim a prize;
- (2) offers for sale the right to claim a prize; or
- (3) offers, for compensation, to claim the prize of another person.

6. Tex. Gov't Code §466.402(b) states:

The payment of a prize in an amount of \$600 or more may be made only by the director.

7. 16 Tex. Admin. Code §401.158(b) states, in pertinent part:

Without limiting the commission's ability to consider factors listed in § 401.153(b) of this title as grounds for suspension or revocation of a license issued under this subchapter, the commission may also suspend or revoke a license for reasons including, but not limited to, any of the following:

...

(31) licensee intentionally or knowingly claims a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation; or aids or agrees to aid another person or persons to claim a lottery prize or a share of a lottery prize by means of fraud, deceit, or misrepresentation.

...

(33) licensee:

- (A) induces another person to assign or transfer a right to claim a prize;
- (B) initiates or accepts an offer to sell the right to claim a prize;
- (C) initiates or accepts an offer of compensation from another person to claim a lottery prize, or
- (D) purchases a lottery ticket from a person who is not a licensed lottery retailer.

8. 16 Tex. Admin. Code §401.360 states:

Retailers may pay any lottery prize of less than \$600, after complying with established validation procedures. However, if a retailer validates a ticket of up to \$600, that retailer shall pay the prize amount on the ticket. Prizes of \$600 or more shall be paid by the Texas Lottery by mail or at a designated lottery claim center.

9. 16 Tex. Admin. Code §401.366 states:

Each retailer agrees to operate in a manner consistent with the State Lottery Act, applicable federal laws, Texas laws, local ordinances, with all terms and conditions related to the retailer's license, with all requirements set forth in the most recent Retailer Manual, the rules and regulations promulgated by the commission, and with his/her or its license agreements with the Texas Lottery.

10. The Texas Legislature has mandated that the Commission "exercise strict control and close supervision over all lottery games conducted in this state to promote and ensure integrity, security, honesty, and fairness in the operation and administration of the lottery." Tex. Gov't Code §466.014(a).

11. Under Texas law, an employer is liable, vicariously, for the acts of its servants committed in the course and scope of their employment. *GTE Southwest, Inc. v. Bruce*, 998 S.W.2d 605, 617–18 (Tex. 1999). An employee is acting within the scope of their employment if they are performing duties generally assigned to them, regardless of whether the employee acted

intentionally and unlawfully. *Fink v. Anderson*, 477 S.W.3d 460, 468 (Tex. App.— Houston [1st Dist.] 2015, no pet.).

12. The State Lottery Act recognizes that a sales agent's unlicensed employees may lawfully perform lottery-related duties of their licensee employers, including selling and handling lottery tickets and handling the revenue generated from ticket sales. Tex. Gov't Code §§ 466.201(a)(7), 466.303(a), 466.305(a), 466.3051(a), and 466.353(a). Thus, the Commission's ability to attribute employee violations committed within the course and scope of their employment to their licensee employer is reasonably necessary to fulfill the Commission's express duty to exercise strict control and supervision over the lottery, and is within the Commission's implied authority.

13. The Texas Lottery Ticket Sales Agent License of The Depot Discount Liquor is subject to suspension or revocation pursuant to Tex. Gov't Code §466.155(a)(5), as a result of The Depot Discount Liquor's violation of Tex. Gov't Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31) and (33), 401.360 and 401.366.

### **MEMORANDUM OF AGREEMENT**

1. By signing this Memorandum of Agreement and Consent Order, The Depot Discount Liquor agrees to these terms, acknowledges understanding them, and waives all rights to procedural requirements for the entry of the Order consistent with the terms of this Memorandum of Agreement, including but not limited to its right to notice of hearing, a formal hearing, a proposal for decision, a rehearing, and any right to seek judicial review of the Order.

2. The effective date of this Memorandum of Agreement and Consent Order shall be the date it is signed by the Commission.

3. The Depot Discount Liquor agrees that, as a result of its violation of Tex. Gov't Code §§ 466.308(a), 466.310(a), and 466.402(b); and 16 Tex. Admin. Code §§ 401.158(b)(31)

and (33), 401.360 and 401.366, its Ticket Sales Agent License will be suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Memorandum of Agreement and Consent Order is signed by the Commission. During the period of suspension, The Depot Discount Liquor agrees that it will not sell Texas Lottery tickets of any kind, will not validate Texas Lottery tickets, and will not pay lottery prizes to customers.

4. During the entire period of suspension hereunder, The Depot Discount Liquor is required to post a notice of suspension in the form and at the location prescribed by the Commission, visible to store customers, in the same area where The Depot Discount Liquor' Ticket Sales Agent License is posted.

5. The Depot Discount Liquor agrees this Memorandum of Agreement and Consent Order applies only to the facts and circumstances stated herein. The Commission reserves the right to take additional disciplinary action, up to and including suspension or revocation of The Depot Discount Liquor' Ticket Sales Agent License, for any further violations of the State Lottery Act or Commission rules.

6. The Depot Discount Liquor acknowledges and agrees that this Memorandum of Agreement and Consent Order, and the Agreed Findings of Fact and the Agreed Conclusions of Law contained herein, may be admitted in any future administrative action initiated against it by the Commission.

7. The Depot Discount Liquor agrees that if, after a public hearing on the sole issue of compliance with the Memorandum of Agreement and Consent Order, it is found that The Depot Discount Liquor has failed to comply with the terms of the Memorandum of Agreement and Consent Order, disciplinary action shall be taken against The Depot Discount Liquor, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

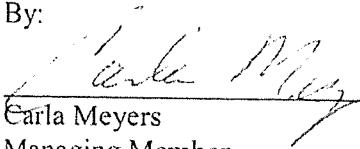
8. The Depot Discount Liquor agrees to provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins. It further agrees that these active tickets will settle on the date the suspension begins, and The Depot Discount Liquor will be charged for tickets sold on or before that date. The Depot Discount Liquor will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.

AGREED AS TO FORM AND SUBSTANCE:

Neb-Tex of Dalhart LLC  
d/b/a The Depot Discount Liquor

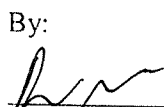
Texas Lottery Commission  
Lottery Operations Division

By:

 8/27/19  
\_\_\_\_\_  
Carla Meyers  
Managing Member

DATE

By:

 8-29-19  
\_\_\_\_\_  
Ryan S. Mindell  
Director

DATE

**Commission Order No. 20-0017**

**Date: OCTOBER 10, 2019**

**Case No. 2019-966**

<b>IN THE MATTER OF</b>	<b>§</b>	<b>BEFORE THE TEXAS</b>
	<b>§</b>	
<b>NEB-TEX OF DALHART LLC</b>	<b>§</b>	
<b>D/B/A THE DEPOT DISCOUNT LIQUOR</b>	<b>§</b>	
	<b>§</b>	
<b>TEXAS LOTTERY TICKET SALES</b>	<b>§</b>	
<b>AGENT LICENSE NO. 148319</b>	<b>§</b>	<b>LOTTERY COMMISSION</b>

**CONSENT ORDER**

NOW, THEREFORE, IT IS ORDERED by the Texas Lottery Commission (Commission), based on the above Agreed Findings of Fact, Conclusions of Law and Memorandum of Agreement, which are hereby adopted and incorporated by reference as if fully set out and separately stated herein, as follows:

(1) IT IS ORDERED by the Commission that, in lieu of revocation of Neb-Tex of Dalhart LLC d/b/a The Depot Discount Liquor' (The Depot Discount Liquor) Texas Lottery Ticket Sales Agent License, the license is suspended for a period of thirty (30) consecutive days. The suspension period will begin within seven (7) days from the date this Consent Order is signed by the Commission. During the period of suspension, The Depot Discount Liquor shall not sell Texas Lottery tickets of any kind, shall not validate Texas Lottery tickets, and shall not pay lottery prizes to customers.

(2) IT IS FURTHER ORDERED by the Commission that, during the entire period of suspension, The Depot Discount Liquor shall post a notice of suspension, in the form and at the location prescribed by the Commission, visible to store customers, in the same area where The Depot Discount Liquor' Texas Lottery Ticket Sales Agent License is posted.

**Commission Order No. 20-0017**

**Date: OCTOBER 10, 2019**

(3) IT IS FURTHER ORDERED by the Commission that if, after a public hearing on the sole issue of compliance with this Consent Order, it is found that The Depot Discount Liquor has failed to comply with the terms of this Order, disciplinary action shall be taken against The Depot Discount Liquor, up to and including revocation of its Texas Lottery Ticket Sales Agent License.

(4) IT IS FURTHER ORDERED by the Commission that The Depot Discount Liquor shall provide all active and settled tickets to the Commission or to an IGT representative on or before the date the suspension begins, that these active tickets will settle on that date, and The Depot Discount Liquor will be charged for the tickets sold on or before that date. The Depot Discount Liquor will be credited for any tickets that have been paid for in previous sweeps and that are returned to and received by the Commission on or before the date the suspension begins.



**Commission Order No. 20-0017**

**Date: OCTOBER 10, 2019**

Passed and approved at the regular meeting of the Texas Lottery Commission in Austin, Texas, on the 10<sup>TH</sup> day of OCTOBER 2019.

Entered this 10<sup>TH</sup> day of OCTOBER 2019.

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J. WINSTON KRAUSE, CHAIRMAN

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MARK A. FRANZ, COMMISSIONER

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ROBERT RIVERA, COMMISSIONER

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ERIK C. SAENZ, COMMISSIONER