

**BEFORE THE ATTORNEY GENERAL  
OF THE STATE OF NORTH DAKOTA**

Drew H. Wrigley, in his official capacity as )  
Attorney General for the State of North )  
Dakota, )

Complainant, )

vs. )

Western Distributing Company; Plains )  
Gaming Distributing, Inc.; and Midwest )  
Gaming Distributing, Inc. )

Respondents. )

**SETTLEMENT AGREEMENT  
AND STIPULATED ORDER**

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Complainant served an Administrative Complaint dated April 11, 2023 (“Complaint”), upon the above-named Respondents alleging various violations of the North Dakota gaming laws and rules. The parties have engaged in settlement discussions in an effort to resolve the allegations contained in the Complaint. NOW THEREFORE, the parties agree as follows:

1. Respondents, although believing they have a good-faith basis to dispute certain allegations in the Complaint, acknowledge that certain officers, shareholders, and/or other representatives of Respondents engaged in conduct using Wall of Honor, Inc. (“Wall of Honor”) and Advanced Gaming Solutions, LLC (“AGS”) to acquire sites for charitable gaming organizations and to assist charitable gaming organizations in violation of North Dakota gaming laws and rules. While disputing the extent of certain allegations, Respondents further acknowledge that public statements made by them denying any use of Wall of Honor and/or AGS to acquire sites for charitable gaming organizations or to assist charitable gaming organizations in violation of North Dakota gaming laws and rules were inaccurate.

2. David L. Wisdom and any of his immediate family members will be removed from ownership of the Respondents and will have no management, ownership, or any other ongoing role or involvement in the operation of any of the Respondents. For purposes of this Settlement Agreement and Stipulated Order (“Agreement”), the term “immediate family members” means any parent, spouse, child, sibling, niece, or nephew (including any half-, step-, or adoptive relationship). Respondents will provide reasonably satisfactory evidence to establish the same within 30 days of execution of this Agreement. The remaining owners/shareholders of the Respondents agree to refrain from using any organization (including without limitation Wall of Honor and AGS) as a conduit to assist charitable gaming organizations to obtain sites and will also refrain from any other activities to assist charitable gaming organizations to obtain sites, except as allowed by N.D. Admin. Code § 99-01.3-15-02. Respondents agree to specifically instruct all

remaining owners and employees (and future owners and employees) of this requirement in writing.

3. Respondents will pay a \$125,000 fine in addition to attorneys' fees and costs. As of May 31, 2023, the attorneys' fees and costs incurred are \$34,397.60. Fees are continuing. Within seven days of execution of this Agreement, Complainant's counsel of record (Attorney Armstrong) shall e-mail the final amount of attorneys' fees and costs to Respondents' counsel of record (Attorney Raum). Full payment of the fine plus attorneys' fees and costs shall be made within ten days of such e-mail. Payment shall be made by delivering a draft payable to "Office of Attorney General" to Complainant's counsel of record.

4. The parties agree to a deferred revocation of Respondents' gaming/distributors' licenses. If Respondents fail to comply with the terms of this Agreement or commit any further violations of the gaming laws or rules for a period of three years, Respondents' licenses will be revoked. Respondents agree the licenses shall be suspended during any appeal of an alleged material (non-technical) violation. An example of a technical violation would be submitting an electronic pull-tab installation certification notice one day late.

5. Respondents (and any of their shareholders, agents, or representatives) will refrain from making any statements contrary to the terms and acknowledgments of this Agreement.

6. Complainant agrees not to institute or initiate any criminal prosecution or other legal action against Respondents or their current or former officers, shareholders, or other representatives for conduct arising out of or relating to the allegations in the Complaint. Likewise, Respondents and their current or former officers, shareholders, or other representatives release and agree not to institute or initiate any action against the State of North Dakota (including all of its departments, boards, bureaus, organizations, commissions, councils, committees, agencies, institutions, offices, and its past or present officers, employees, elected officials, board members, representatives, and agents in either their official or individual capacities) from any and all claims, causes of action, demands, or rights relating to the investigation and allegations in the Complaint. However, this provision shall not prevent either party from enforcing the terms of this Agreement.

*(Remainder of Page Intentionally Blank – Signature Pages to Follow)*

Dated this 29 day of June, 2023.

[Signature]  
David L. Wisdom, President and Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.

STATE OF North Dakota )  
 )ss  
COUNTY OF Burleigh )

On this 29 day of June, 2023, before me personally appeared David L. Wisdom known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

PENNIE M HAUCK  
Notary Public  
State of North Dakota  
My Commission Expires August 4, 2026

Pennie M. Hauck  
Notary Public,  
Burleigh County, ND

Dated this 29<sup>th</sup> day of June, 2023.

[Signature]  
David Meyer, Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.

STATE OF ND )  
 )ss  
COUNTY OF Burleigh )

On this 29<sup>th</sup> day of June, 2023, before me personally appeared David Meyer known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

WADE M BACHMEIER  
Notary Public  
State of North Dakota  
My Commission Expires Oct 4, 2026

[Signature]  
Notary Public,  
Burleigh County, ND

Dated this 29 day of June, 2023.

[Signature]

Jonathan Sanstead, Director and Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.

STATE OF North Dakota  
COUNTY OF Burleigh)<sup>ss</sup>

On this 29 day of June, 2023, before me personally appeared Jonathan Sanstead known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

PENNIE M HAUCK  
Notary Public  
State of North Dakota  
My Commission Expires August 4, 2026

Pennie M. Hauck  
Notary Public,  
Burleigh County, ND

Dated this 29<sup>th</sup> day of June, 2023.

[Signature]

Debra Stoltman, Secretary/Treasurer and Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.


STATE OF North Dakota  
COUNTY OF Burleigh)<sup>ss</sup>

On this 29 day of June, 2023, before me personally appeared Debra Stoltman known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

PENNIE M HAUCK  
Notary Public  
State of North Dakota  
My Commission Expires August 4, 2026

Pennie M. Hauck  
Notary Public,  
Burleigh County, ND

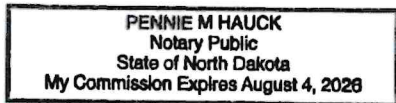
Dated this 29 day of June, 2023.

DocuSigned by:  
Joseph Hoffert 

Joseph Hoffert, Director and Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.

STATE OF North Dakota )  
 )ss  
COUNTY OF Burleigh )

On this 29 day of June, 2023, before me personally appeared Joseph Hoffert known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.



Pennie M. Hauck  
Notary Public,  
Burleigh County, ND

Dated this Day day of June, 2023.

DocuSigned by:  
Robert Harms

Robert Harms, Shareholder of Western Distributing Company and Plains Gaming Distributing, Inc.

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Robert Harms known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

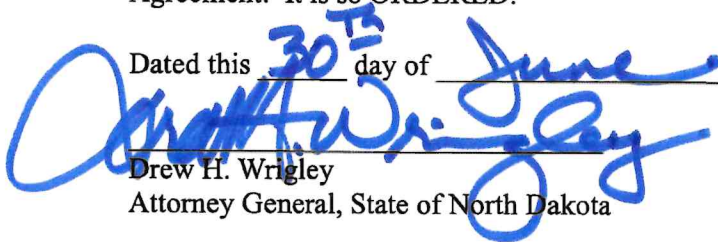
\_\_\_\_\_  
Notary Public,  
\_\_\_\_\_  
County, \_\_\_\_\_



**ORDER**

The Attorney General of the State of North Dakota agrees to the terms of this Agreement. It is so ORDERED.

Dated this 30<sup>TH</sup> day of June, 2023.



Drew H. Wrigley  
Attorney General, State of North Dakota