

**STATE OF ILLINOIS  
ILLINOIS GAMING BOARD**

**MIDWEST ELECTRONICS GAMING, LLC,** )  
 )  
 ) **Petitioner – Cross Respondent,** )  
 v. ) **No. 18-UP-007; 18-UP-008**  
 )  
 ) **J&J Ventures Gaming, LLC,** )  
 *et al.,* )  
 ) **Respondent – Cross Petitioner,** )  
 )

**RE: Lincoln Square Tavern, Inc. d/b/a Lincoln Square Tavern (License No. 120706445)**

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**FINAL BOARD ORDER**

This cause comes before the Illinois Gaming Board (the “Board” or “IGB”) pursuant to the Video Gaming Act (the “VGA”), 210 ILCS 40, and Section 1800.320(b) of the Board’s Adopted Rules (the “Rules”). 11 Ill. Adm. Code 1800.320(b). Pursuant to the VGA, Rules and *J&J Gaming Ventures, LLC v. Wild, Inc.*, 2016 IL 119870, the Board has exclusive and original jurisdiction over contested use agreements.

**FINDINGS OF FACT**

The Board has before it the entire record of *Midwest Electronics Gaming, LLC, Petitioner – Cross Respondent, (“Midwest”) v. J&J Ventures Gaming, LLC, Respondent – Cross Petitioner (“J&J”) RE: Lincoln Square Tavern, Inc. d/b/a Lincoln Square Tavern (“Lincoln Square”),* Docket No. 18-UP-007 and 18-UP-008, including the Petition filed, all Responses and other pleadings received, the Administrator’s Recommended Decision, and any Exceptions filed.

On March 5, 2018, Midwest filed its Petition pursuant to Rule 320 asserting the validity and enforceability of its use agreement (“UA”) with Lincoln Square. Midwest’s Petition asked the Board to find its UA with Lincoln Square valid and enforceable, find J&J’s UA with Lincoln Square is not in effect, find the J&J/Lincoln Square UA is invalid and unenforceable for imposing an undue burden on renewal, or, in the alternative, find the J&J/Lincoln Square UA is invalid and unenforceable because J&J unlawfully coerced Lincoln Square. On March 8, 2018, J&J filed its Cross Petition pursuant to Rule 320 asserting the validity and enforceability of its UA with Lincoln Square. J&J asked the Board to declare the Midwest/Lincoln Square UA void and unenforceable or, in the alternative, find that Lincoln Square terminated the UA effective March 6, 2018, order Midwest to remove its VGTs from Lincoln Square, order Midwest to award lost revenue to Lincoln Square and J&J, declare all Midwest UAs that contain certain provisions are defective, and declare the defective UAs void and unenforceable, declare the automatic renewal provisions in the UAs void and unenforceable. On May 24, 2018, Midwest timely filed its Response. On January 24, 2022, Board Administrator Marcus D. Fruchter issued the Administrator’s Recommended Decision (“ARD”). The ARD correctly considered the Petitions, Response, and their respective exhibits. On February 7, 2022, Midwest and J&J filed Exceptions to the ARD. Lincoln Square did not file Exceptions.

## CONCLUSIONS OF LAW

Contrary to the claims in Midwest's Response and Exceptions, the Board has not deprived Midwest of due process, ignored evidence, applied its rules retroactively, or exceeded its jurisdiction. Similarly, J&J has not persuaded the Board that it is required to apply contract law precedent, or that the Board improperly granted Midwest standing. In *Wild*, the Illinois Supreme Court recognized that there is no common law right to profit from gambling, the VGA which legalized video gaming is an exception to the general prohibition on gambling, the Board has original and exclusive jurisdiction over use agreements, and by "legalizing the use of video gaming terminals for commercial gambling purposes, the legislature enacted a comprehensive statutory scheme, ***creating rights and duties that have no counterpart in common law or equity.***" *Wild* at ¶ 32 (emphasis added).

The ARD accurately expressed the Board's policy preference to promote a level playing field between licensed establishments and licensed terminal operators in matters of UA renewals and terminations. It also correctly determined the Board's inquiry under Rule 320(b)(1)(D) is whether the renewal provision in the Midwest/Lincoln Square and J&J/Lincoln Square UA "poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on the licensed video gaming location that has entered into the provision." 11 Ill. Admin. Code 1800.320(b)(1)(D). The ARD rightly found that, on its face, the non-renewal provisions (Paragraph 15 and Paragraph 5 respectively) of the Midwest/Lincoln Square UA and J&J/Lincoln Square imposes such obstacles against non-renewal as to constitute an undue burden on Lincoln Square to terminate under Rule 320(b)(1)(D).

Therefore, after careful review and consideration of the entire record, the Board hereby:

- (1) Adopts the Administrator's Recommended Decision;
- (2) Grants in part J&J's Petition, Docket No. 18-UP-008, by finding that Paragraph 15 of the Midwest/Lincoln Square Use Agreement poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on Lincoln Square;
- (3) Denies in part J&J's Petition, Docket No. 18-UP-008, by denying an award of lost revenue;
- (4) Denies in part J&J's Petition, Docket No. 18-UP-008, by denying an order invalidating all Midwest Use Agreements that contain Paragraph 15;
- (5) Grants in part Midwest's Petition, Docket No. 18-UP-007, by finding that Paragraph 5 of the J&J/Lincoln Square Use Agreement poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on Lincoln Square;
- (6) Releases Lincoln Square from its December 14, 2012 Use Agreement with Midwest;
- (7) Releases Lincoln Square from its July 28, 2017 Use Agreement with J&J, and;
- (8) Orders Midwest to remove its VGT's from Lincoln Square within 30 calendar days of the entry of this order.

Board Rules do not allow or require any motion or request for reconsideration. This is a final order subject to judicial review under the Administrative Review Law pursuant to 230 ILCS 10/17.1.

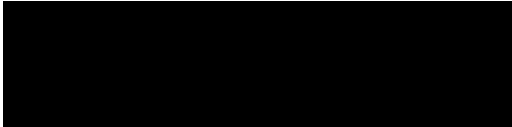
**VOTED THIS THE TENTH DAY OF MARCH, 2022**



Charles Schmadeke, Chairman



Dionne R. Hayden



Anthony Garcia



Marc Bell

The following is a list of all parties of record to *Midwest Electronics Gaming, LLC, Petitioner – Cross Respondent, (“Midwest”) v. J&J Ventures Gaming, LLC, Respondent – Cross Petitioner (“J&J”) RE: Lincoln Square Tavern, Inc. d/b/a Lincoln Square Tavern (“Lincoln Square”)*, Docket No. 18-UP-007 and 18-UP-008 Pursuant to Board Rules 1800.320(b)(2)(A), 1800.320(b)(12), 1800.320 (b)(13), and 1800.140, this Final Order is being served via e-mail and becomes effective upon such service.

Addresses of the Parties:

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Lincoln Square Tavern

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**STATE OF ILLINOIS  
ILLINOIS GAMING BOARD**

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|---|---|---------------------------------|
| <b>MIDWEST ELECTRONICS GAMING, LLC,</b> | ) |                                 |
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| <b>Petitioner – Cross Respondent,</b>   | ) |                                 |
| v.                                      | ) | <b>No. 18-UP-007; 18-UP-008</b> |
|   | ) |                                 |
| <b>J&amp;J Ventures Gaming, LLC,</b>    | ) |                                 |
| <i>et al.,</i>                          | ) |                                 |
| <b>Respondent – Cross Petitioner,</b>   | ) |                                 |
|   | ) |                                 |

**RE: Lincoln Square Tavern, Inc. d/b/a Lincoln Square Tavern (License No. 120706445)**

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**ADMINISTRATOR’S RECOMMENDED DECISION**

These disputes come before the Illinois Gaming Board (the “Board” or “IGB”) under Section 1800.320(b) of the Board’s Adopted Rules (the “Rules”). 11 Ill. Adm. Code 1800.320(b). This Recommendation issues under Rule 320(b)(6). 11 Ill. Adm. Code 1800.320(b)(6). The parties filed dueling petitions, so the above-captioned matters shall be addressed jointly for the purposes of economy and efficiency.

Petitioner - Cross Respondent Midwest Electronics Gaming, LLC (“Midwest”) asks the Board to: (1) find that Midwest’s December 14, 2012 Use Agreement (“UA”) with Lincoln Square Tavern, Inc. d/b/a Lincoln Square Tavern (“Lincoln Square”) is valid and enforceable for placement and operation of video gaming terminals (“VGTs”); (2) find that J&J Ventures Gaming, LLC’s (“J&J”) July 28, 2017 UA with Lincoln Square is not in effect; (3) find the J&J/Lincoln Square UA is invalid and unenforceable for imposing an undue burden on renewal; or, in the alternative, (4) find the J&J/Lincoln Square UA is invalid and unenforceable because J&J unlawfully coerced Lincoln Square.

Respondent - Cross Petitioner J&J asks the Board to: (1) declare the Midwest/Lincoln Square UA void and unenforceable or, in the alternative, find that Lincoln Square terminated the UA effective March 6, 2018; (2) order Midwest to remove its VGTs from Lincoln Square; (3) order Midwest to award

lost revenue to Lincoln Square and J&J; (4) declare all Midwest UAs that contain certain provisions are defective, and declare the defective UAs void and unenforceable; and (5) declare the automatic renewal provisions in the UAs void and unenforceable.

As a threshold procedural matter, J&J's Petition seeks relief that the Board does not have the authority to grant under Rule 320(b). Specifically, the Board cannot award money damages to Lincoln Square or J&J. Nor can the Board invalidate an entire category of UAs. In the context of a 320 Petition, the Board is limited to deciding whether an agreement, or portion of an agreement, is valid for the placement and operation of VGTs in a licensed video gaming location. 11 Ill. Adm. Code 1800.320(b)(10). The Board has the express authority to order a licensed terminal operator to remove its VGTs from a licensed establishment if an agreement (or portion of the agreement) is invalidated, but the Board cannot award monetary damages of any kind. *Id.* Accordingly, the only relief available to J&J on the basis of its Petition is an order invalidating the UA with Midwest and requiring Midwest to remove its VGTs from Lincoln Square.

After consideration of the parties' submissions, I recommend the Board deny in part and grant in part Midwest's Petition, deny in part and grant in part J&J's Petition, require Midwest to remove its VGTs from Lincoln Square within 30 calendar days of the entry of a final Board Order in this matter, and release Lincoln Square from both UAs. Lincoln Square will thereby be free to do business with the terminal operator of its choice.

## I. JURISDICTION

The Video Gaming Act (the "VGA") confers jurisdiction and authority upon the Board to supervise all video gaming operations in Illinois. 230 ILCS 40/78; *J&J Gaming Ventures, LLC v. Wild, Inc.*, 2016 IL 119870 ¶¶ 3, 39-40. The Board has all powers necessary and proper to effectively execute the VGA, including authority to adopt regulations for the purpose of administering the VGA and "provide for the prevention of practices detrimental to the public interest and for the best interests of

video gaming.” *Wild*, 2016 IL 119879 ¶ 3. The VGA provides “a comprehensive statutory scheme that vests jurisdiction over video gaming operations” with the Board. *Id.* ¶ 42. “By legalizing the use of video gaming terminals for commercial gambling purposes, the legislature enacted a comprehensive statutory scheme, creating rights and duties that have no counterpart in common law or equity.” *Id.* ¶ 32. The Board’s broad authority over all aspects of video gaming includes the “exclusive, original jurisdiction” to determine the validity and enforceability of agreements that “purport to control placement and operation of video gaming terminals.” *Id.*; *see also* 11 Ill. Adm. Code 1800.320(b)(1).

## II. RELEVANT BACKGROUND

On December 14, 2012, location licensee Lincoln Square entered into a UA with licensed terminal operator Midwest. The parties’ UA gave Midwest the exclusive right to place and operate VGTs in Lincoln Square for five years from and after the date of commencement of video gaming at Lincoln Square. The Midwest/Lincoln Square UA further provided that it “shall automatically be renewed for a period of five (5) years...unless [Midwest] is notified in writing by [Lincoln Square] through the United States Postal Service by certified mail, return receipt requested and such written notice from [Lincoln Square] is received by [Midwest] not more than 90 days and not less than 60 days prior to the expiration of the Initial Term of [Lincoln Square’s] intent to terminate this Agreement.” On March 6, 2013, video gaming went live at Lincoln Square and the parties’ UA commenced. The five-year anniversary of the commencement of video gaming at Lincoln Square under the Midwest/Lincoln Square UA is March 6, 2018.

The Midwest/Lincoln Square UA imposed certain hurdles for Lincoln Square to clear before it could non-renew or terminate the UA and engage a different terminal operator. Specifically, paragraph 15 provided that if Lincoln Square notified Midwest of its intent to non-renew because of a competing offer from a different terminal operator, Lincoln Square “shall provide a complete copy of said written

offer,” Midwest will have thirty days to match the competing offer, and Lincoln Square shall withdraw its non-renewal notice.

On July 28, 2017, J&J and Lincoln Square signed an agreement to place J&J’s VGTs in Lincoln Square upon termination of the Midwest/Lincoln Square UA. The J&J/Lincoln Square UA imposed other obstacles Lincoln Square must avoid to successfully non-renew or terminate the UA and engage a different terminal operator. Specifically, paragraph 5 provides that Lincoln Square “is prohibited from negotiating or entering into an agreement with respect to the placement of [VGTs] on the Premises with any party other than [J&J] until either [J&J] or [Lincoln Square] notifies the other party in writing of its election not to renew the Agreement.”

On December 7, 2017, Lincoln Square sent notice to Midwest of its intent to terminate and non-renew their UA effective March 6, 2018. Lincoln Square’s non-renewal notice included “the list of equipment” J&J would install. On December 11, 2017, Midwest responded to Lincoln Square’s notice stating it reserved its right to meet the competing offer Lincoln Square provided. On or about December 27, 2017, Midwest rejected Lincoln Square’s December 7, 2017 notice, asserting that Lincoln Square failed to comply with “at least” four elements required by paragraph 15 and “[A]s such, it does not comply with the terms of [the Midwest/Lincoln Square UA].” On January 24, 2018, Lincoln Square sent Midwest an updated non-renewal notice that contained the identified criteria. On February 26, 2018, J&J provided Midwest a copy of the J&J/Lincoln Square UA in response to Midwest’s February 22, 2018 request. On March 2, 2018, Midwest informed Lincoln Square it reviewed the J&J/Lincoln Square UA and was exercising its ability to match terms. Midwest filed this Petition on March 5, 2018. J&J filed its cross Petition on March 8, 2018.



### III. DISCUSSION

Midwest asserts that: (1) Lincoln Square failed to properly terminate its agreement with Midwest; (2) the J&J/Lincoln Square UA is invalid and unenforceable due to its renewal provisions; (3) J&J unlawfully coerced Lincoln Square into executing the J&J/Lincoln Square UA; (4) and Lincoln Square's failure to properly terminate the UA resulted in an automatic renewal of the agreement for an additional five-year period through March 6, 2023.

J&J disagrees and counters that: (1) Lincoln Square properly terminated its agreement with Midwest, effective March 6, 2018; (2) the Midwest/Lincoln Square UA is invalid and unenforceable due to its renewal provisions; (3) and the J&J/Lincoln Square UA is valid and enforceable through March 6, 2023. The parties' respective arguments are addressed below.

#### A. The Midwest/Lincoln Square Use Agreement

We first address whether the non-renewal provisions of the Midwest/Lincoln Square UA constitute an undue burden on Lincoln Square under Rule 320(b)(1)(D). The Board expressed a policy preference to promote a level playing field between licensed establishments and licensed terminal operators in matters of UA renewals and terminations when it adopted Rule 320(b)(1)(D). Rule 320(b)(1)(D) and the policy it articulates flow directly from the Board's statutory authority to oversee video gaming and issue rules to "prevent practices detrimental to the public interest and promote the best interests of video gaming." 230 ILCS 40/78(a)(3); *cf. Windy City Promotions, LLC v. Illinois Gaming Board*, 87 N.E.3d 915 at 922 (affirming the Board's authority to adopt interpretive rules).

The Board's inquiry under Rule 320(b)(1)(D) is whether the renewal provision in the Midwest/Lincoln Square "poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on the licensed video gaming location that has entered into the provision." 11 Ill. Admin. Code 1800.320(b)(1)(D). First, there is no dispute that Lincoln

Square delivered its December 7, 2017 non-renewal notice to Midwest “not more than 90 days and not less than 60 days prior” to March 6, 2018 as required by the Midwest/Lincoln Square UA. As such, the only dispute here is whether Lincoln Square failed to comply with paragraph 15, and if so, whether that failure precludes Lincoln Square from terminating the UA. Paragraph 15 states in its entirety:

In the event that Establishment notifies Terminal Operator that Establishment will not renew this Agreement, at the expiration of its term according to the requirements in Section 14 and such non-renewal is a result of a competing offer from another entity or individual to provide VGTs similar in form or function to the VGTs provided by Terminal Operator, Establishment shall provide a complete copy of said written competing offer that must include all terms (specifically including, but not limited to, game manufacturer, game program version, cabinet specifications, any item(s), game(s) and/or term(s) that are perceived by Establishment to be an improvement as compared to the items, games and terms provided by Terminal Operator, name of proposed new terminal operator and principal owner, name of the person who provided a representative of Establishment with the competing offer, the date a representative of Establishment was initially solicited by a representative of the proposed new terminal operator and the date the competing offer was provided to a representative of Establishment) to Terminal Operator attached to the notice of non-renewal from Establishment. Terminal Operator shall have thirty (30) days from receipt of notice of non-renewal, as per the terms of Section 14, to match the material terms of any competing offer in form and function and Establishment shall withdraw its notice of non-renewal. This Agreement shall continue in full force and effect if Terminal Operator files suit or pursues arbitration to determine the validity of a competing offer received by Terminal Operator.

This paragraph—which Midwest authored—mandates Lincoln Square to provide such robust and specific information as to effectively bar Lincoln Square’s ability to end the parties’ UA. Midwest created a labyrinth that trapped Lincoln Square in this contract with the above paragraph. Midwest argues that to comply with this provision simply imposes a “basic obligation” on Lincoln Square to provide Midwest the material terms of competing offers. (Petitioner’s Brief, ¶ 10.)

However, Lincoln Square’s path out of this contractual maze is not as simple or straightforward as Midwest portrays. In fact, the UA demands that Lincoln Square produce a burdensome list of detailed information for Midwest’ approval. Specifically, paragraph 15 provides that for Lincoln Square to successfully submit a “complete copy of said written competing offer [from J&J]” Lincoln Square “must include all terms (specifically including, **but not limited to**, game manufacturer, game program version,

cabinet specifications, any item(s), game(s) and/or term(s) that are perceived by Establishment to be an improvement as compared to the items, games and terms provided by Terminal Operator, name of proposed new terminal operator and principal owner, name of the person who provided a representative of Establishment with the competing offer, the date a representative of Establishment was initially solicited by a representative of the proposed new terminal operator and the date the competing offer was provided to a representative of Establishment)....” (Emphasis added.)

The level of unacceptable specificity required by paragraph 15 is almost unattainable even if the Board does not consider the open-ended discretion given Midwest to evaluate the completeness of Lincoln Square’s termination notice. In this instance, Midwest exercised its lopsided power prolonging this process. In its December 27, 2017 letter, Midwest noted that Lincoln Square’s December 7, 2017 non-renewal notice lacked “at least” the following: (1) any item(s), game(s) and/or term(s) that are perceived by [Lincolns Square] to be an improvement as compared to the items, games and terms provided by [Midwest]; (2) name of proposed new terminal operator and principal owner; (3) name of the person who provided a representative of [Lincoln Square] with the competing offer; and (4) the date a representative of [Lincoln Square] was initially solicited by a representative of the proposed new terminal operator and the date the competing offer was provided to a representative of [Lincoln Square].

Lincoln Square responded by providing the specific items to Midwest on January 27, 2018, but Midwest remained dissatisfied. Midwest asked J&J to provide a complete copy of the J&J/Lincoln Square UA on February 22, 2018. Midwest deemed the competing offer complete only after J&J provided a copy of the J&J/Lincoln Square UA on February 26, 2018. Additionally, nothing in paragraph 15 stopped Midwest from employing the “but not limited to” language to continue imposing additional hurdles on Lincoln Square. Midwest could, at its sole discretion, find any copy of a written competing offer deficient. For example, the above requires the date a representative of Lincoln Square was initially solicited but does not specify the medium of the solicitation. Midwest, at its sole discretion,

could reject Lincoln Square's submission of a written competing offer because it failed to include this non-specified piece of information. Finally, Midwest's rejection of the competing offer could allow it to argue that Lincoln Square's non-renewal notice is outside the 30-day termination window because it was not perfected until February 26, 2018.

Paragraph 15 of the Midwest/Lincoln Square UA, through both the specificity and open-endedness of its language and terms, imposes such obstacles against non-renewal as to constitute an undue burden on Lincoln Square to terminate under Rule 320(b)(1)(D). Paragraph 15, and Midwest's attempted unreasonable enforcement of it, are detrimental to the best interests of Illinois video gaming and contravene the Board's policy against such practices. Accordingly, Board action is necessary and appropriate under Rule 320(b)(10).

## **B. The J&J/Lincoln Square Use Agreement**

Next, we address whether the non-renewal provisions of the J&J/Lincoln Square UA constitute an undue burden on Lincoln Square under Rule 320(b)(1)(D) or constitute practices detrimental to the public interest or against the best interests of video gaming under Rule 320(b)(1)(F). Paragraph 5 states in its entirety:

This Agreement shall commence on the date hereof and remain in effect for a term of [5 years] following the date the first Video Gaming Terminal is installed by or on behalf of Terminal Operator and becomes operational at the Premises (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive periods of [5 years] (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless Establishment or Terminal Operator notifies the other in writing of its election to terminate this Agreement no fewer than forty-five (45) nor more than ninety (90) days prior to the end of the Initial Term and each successive Renewal Term, as applicable, or unless terminated earlier pursuant to the terms hereof. Establishment hereby acknowledges and agrees that it is prohibited from negotiating or entering into an agreement with respect to the placement of Video Gaming Terminals on the Premises with any party other than Terminal Operator until either Terminal Operator or Establishment notifies the other party in writing of its election not to renew the Agreement in accordance with this Section 5. Notwithstanding the foregoing, Terminal Operator reserves the right to terminate this Agreement immediately for any reason, including, but not limited to the IGB requiring such termination.

This paragraph—which J&J authored—prohibits Lincoln Square from negotiating with any terminal operator other than J&J until Lincoln Square perfects its non-renewal notice. In other words, pursuant to paragraph 5, Lincoln Square must terminate its existing use agreement with J&J before Lincoln Square can explore what other terminal operators may offer it. Prospective terminal operators may offer better services or new or different games or terminals, but Paragraph 5 bars Lincoln Square from discussing that information with a competing terminal operator unless it first terminates its UA with J&J. These restrictions to Lincoln Square’s ability to consider available options through discussions and negotiations with other terminal operators are overly restrictive and impose such obstacles against non-renewal as to constitute an undue burden on Lincoln Square to terminate under Rule 320(b)(1)(D). Paragraph 5 is detrimental to the best interests of the Illinois video gaming industry. Accordingly, Board action is necessary and appropriate under Rule 320(b)(10).

#### **IV. CONCLUSION**

For the foregoing reasons, I recommend that the Board enter an Order:

1. Adopting this Recommend Decision;
2. Granting in part J&J’s Petition, Docket No. 18-UP-008, by finding that paragraph 15 of the Midwest/Lincoln Square Use Agreement poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on Lincoln Square;
3. Denying in part J&J’s Petition, Docket No. 18-UP-008, by denying an award of lost revenue;
4. Denying in part J&J’s Petition, Docket No. 18-UP-008, by denying an order invalidating all Midwest Use Agreements that contain paragraph 15;
5. Granting in part Midwest’s Petition, Docket No. 18-UP-007, by finding that paragraph 5 of the J&J/Lincoln Square Use Agreement poses such obstacles against non-renewal, or confusion about the procedures for non-renewal, as to constitute an undue burden on Lincoln Square;
6. Releasing Lincoln Square from its December 14, 2012 Use Agreement with Midwest;

7. Releasing Lincoln Square from its July 28, 2017 Use Agreement with J&J, and;
8. Upon the Board's entry of a Final Order adopting this Recommended Decision, ordering Midwest to remove its VGT's from Lincoln Square within 30 calendar days of the entry of the final Order.

**Pursuant to Rule 320(b)(7), any party to this Petition wishing to file exceptions must do so no later than 14 days after receipt of the Recommend Decision.**

**DATED: January 24, 2022**

**RESPECTFULLY SUBMITTED,**

  
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**MARCUS D. FRUCHTER**  
**ILLINOIS GAMING BOARD ADMINISTRATOR**