

**ORDER 2012-127
IN RE SETTLEMENT AGREEMENT**

**DEQ SYSTEMS CORP.
12-DEQ-01**

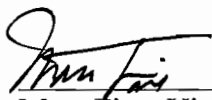
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

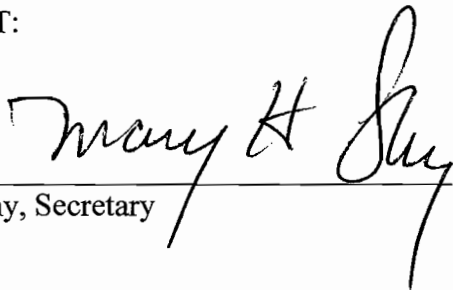
IT IS SO ORDERED THIS THE 2nd DAY OF AUGUST, 2012.

THE INDIANA GAMING COMMISSION:



Marc Fine, Vice-Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
DEQ SYSTEMS CORP.) **SETTLEMENT**
) **12-DEQ-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and DEQ Systems Corp. (“DEQ”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-3-8 states (a) an occupational license must be renewed annually.
(b) An occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license. The occupational licensee must complete the form and provide the commission with any information or documents which the commission deems necessary.
2. On April 11, 2012, the Commission’s Licensing Coordinator received seven Occupational Licensee Annual Renewal forms. All seven Occupational Licenses expired in March of 2012.

TERMS AND CONDITIONS

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

DEQ shall pay to the Commission a total of \$7,000 in settlement of the violations explained in this Settlement Agreement (“Agreement”). This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.



Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, DEQ agrees to promptly remit payment in the amount of \$7,000 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

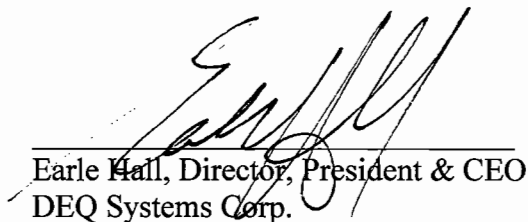
This Agreement shall be binding upon the Commission and DEQ.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

6.26.12
Date



Earle Hall, Director, President & CEO
DEQ Systems Corp.

06/06/2012
Date

