

**ORDER 2017-81
IN RE SETTLEMENT AGREEMENT**

**IGT
17-IGT-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 29th DAY OF JUNE, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
IGT)	17-IGT-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and IGT (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

COUNT I

1. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director , in writing, and provide the following information: (6) the quantity of electronic gaming devices being transported and (7) a brief description of the electronic gaming device being transported.
2. On December 8, 2016, a controlled shipment arrived at Blue Chip Casino. This shipment contained six (6) main slot machine boards. Each board contained a jurisdictional chip that is listed in the Electronic Gaming Device System as a secure authentication chip. The secure chip was not included on the approved shipment notification.

COUNT II

3. 68 IAC 2-2-6.1(d) states except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
4. 68 IAC 2-2-9 (d) states a supplier licensee must notify the executive director or the executive director’s designee within ten (10) days of any changes, to the extent known, in its relations with or the employment status of its employees, independent contractors, agents, or subagents who are subject to occupation licensing under section 6.1 of this rule.

5. 68 IAC 2-3-8 (b) states 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.
6. On March 3, 2017, the Commission's Occupational Licensing Coordinator sent out an occupational renewal report to IGT that included the names and expiration dates of the licensees whose occupational licenses were due for renewal through May 31, 2017. The Commission was informed that three (3) of the employees on the list were no longer with the company. IGT advised that licenses of these three (3) employees had expired and they were no longer a licensee in Indiana at the time of separation from IGT. IGT did not notify the Commission of the status change of the employees, request renewal or request a review to determine if licensure was no longer necessary. Only the Commission may determine that an employee of a supplier licensee is no longer required to hold an occupational license and such determination was not made in any of these three (3) cases. IGT confirmed the following license expiration dates for these three (3) employees:
 - August 2015
 - February 2016
 - May 2016

TERMS AND CONDITIONS

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

IGT shall pay to the Commission a total of \$4,500 (\$3,000 for Count I and \$1,500 for Count II) 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, IGT agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative or judicial review.

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

This Agreement shall be binding upon the Commission and IGT.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Luke Orchard, SVP, Chief Compliance
& Risk Management Officer
IGT

6/22/17

Date

6/15/2017

Date