

ORDER 2018-197

IN RE SETTLEMENT AGREEMENT

**CUMMINS-ALLISON CORP.
18-CUMMINS-02**

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

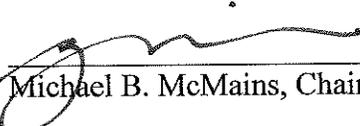
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

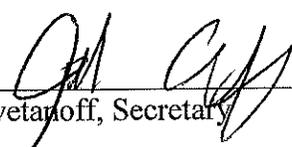
IT IS SO ORDERED THIS THE 6th DAY OF DECEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetaroff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CUMMINS-ALLISON CORP.) **18-CUMMINS-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Cummins-Allison, Corp. (“Cummins”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

COUNT I

1. 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.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On September 18, 2018, the Commission’s Gaming Administrator was notified that a Service Technician had separated from Cummins Allison. His date of separation was August 10, 2018.
5. On September 18, 2018, the Commission’s Gaming Administrator was notified that a Customer Engineer 2 had separated from Cummins Allison. His date of separation was July 7, 2018.
6. On October 12, 2018, the Commission’s Gaming Administrator became aware that a Service Manager for Cummins Allison had retired. His date of separation was June 30, 2018.

COUNT II

7. 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.
8. 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.
9. On August 2, 2018, the Commission's Gaming Administrator sent an email correspondence to Cummins Allison that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through October 31, 2018 and also included each licensee's expiration date.
10. On September 5, 2018, another email correspondence was sent to Cummins Allison that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through November 30, 2018 and also included each licensee's expiration date.
11. On October 3, 2018, another email correspondence was sent to Cummins Allison that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through December 31, 2018 and also included each licensee's expiration date.
12. On November 5, 2018, another email correspondence was sent to Cummins Allison that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through January 31, 2019 and also included each licensee's expiration date.
13. A Field Engineer, a level two licensee, was listed on all four (4) renewal reports. The Field Engineer's license expired on October 8, 2018. The Field Engineer had been working on an expired license for a minimum of forty-two (42) days.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Cummins by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and Cummins hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Cummins.

Cummins shall pay to the Commission a total of \$3,500 (\$3,000 for Count I and \$500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This

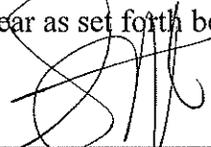
Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

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, Cummins agrees to promptly remit payment in the amount of \$3,500 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 Cummins.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Jeffrey Knoll, Corporate Counsel
Cummins-Allison Corp.

11/30/18

Date

11/26/18

Date