

**ORDER 2020-35  
IN RE SETTLEMENT AGREEMENT**

**DATA FINANCIAL, INC.  
20-DF-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 10<sup>th</sup> DAY OF JULY, 2020.**

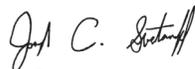
**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**DATA FINANCIAL, INC.** ) **20-DF-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Data Financial, Inc. (“Data Financial”) (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 15-6-4(b) provides that vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
2. 68 IAC 15-6-4(e) provides that the vendor and visitor log shall contain the following information:
  - (1) The name of the vendor or visitor.
  - (2) The company or organization the vendor or visitor represents.
  - (3) The date and time the vendor or visitor entered the casino.
  - (4) The purpose that necessitates the vendor or visitor entering the casino.
  - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
  - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
  - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
3. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses. The memorandum states vendor or visitor badges are not to be utilized by those who hold or should hold an occupational license. Per the memorandum, if individuals who hold or should hold an occupational license attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.

4. On October 14, 2019, a Gaming Agent conducted an audit of the vendor log at Majestic Star Casino for the third quarter of 2019 and discovered the following violations.
5. On August 28, 2019 and September 6, 2019, an employee from Data Financial was on property to service kiosks and utilized a vendor's badge. Such work requires licensure, but the employee did not hold a license and did not obtain licensure until February 7, 2020.

## COUNT II

6. 68 IAC 2-2-6.1(d) provides that 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.
7. 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.
8. 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.
9. On October 9, 2019, a separation of service form was received for a Master Customer Service Technician. The date of separation was February 15, 2019.

## TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Data Financial 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 Data Financial hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Data Financial.

Data Financial shall pay to the Commission a total of \$4,000 (\$3,000 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings 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, Data Financial agrees to promptly remit payment in the amount of \$4,000 and shall waive all rights to further administrative or judicial review.

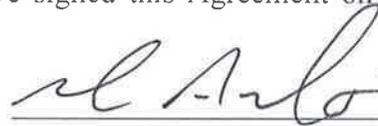
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Data Financial.

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

  
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Marc Masi, ~~Co~~-President  
Data Financial, Inc.

\_\_\_\_\_  
Date

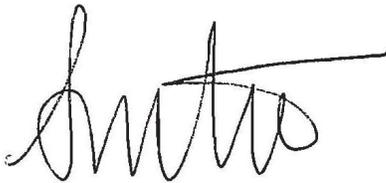
4-9-2020  
\_\_\_\_\_  
Date

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\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

6/23/20

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marc Masi, Co-President  
Data Financial, Inc.

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Date