

**ORDER 2023-128
IN RE SETTLEMENT AGREEMENT**

**PATRIOT GAMING AND ELECTRONICS, INC.
23-PG-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:

**PATRIOT GAMING AND
ELECTRONICS, INC.**

)
) **SETTLEMENT**
) **23-PG-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Patriot Gaming and Electronics, Inc. ("Patriot") (collectively, the "Parties") desire to settle this matter 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

1. 68 IAC 2-3-1(f) provides an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
2. 68 IAC 11-3-3(c)(2) provides access to the soft count room shall be restricted to the following individuals:
 - (A) Members of the soft count team.
 - (B) Members of the currency collection team.
 - (C) Maintenance personnel and supervisors who are accompanied by security personnel for problem resolution.
 - (D) The internal auditor or equivalent, accompanied by security personnel, to verify the accuracy of the count machine.
 - (E) Security personnel in conjunction with official duties.
 - (F) Main bank employees in conjunction with official duties reconciling the soft count.
 - (G) Enforcement agents in the performance of official duties.
 - (H) Individuals specifically authorized by the commission or enforcement agents
3. 68 IAC 15-6-4(b) provides 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.
4. 68 IAC 15-6-4(e) provides 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.
5. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above 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.
6. On May 10, 2023, a Gaming Agent completed the vendor log audit for April 2023 at Horseshoe Indianapolis. On April 19, 2023, an individual from Patriot Gaming was issued a visitor badge and allowed to enter the count room without an occupational license. The individual was in the count room during the installation of a new count machine. It was later determined that this was a sales rep observing the install. A sale rep is not authorized to be in the count room.

TERMS AND CONDITIONS

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

Patriot shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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, Patriot agrees to promptly remit payment in the amount of \$1,500 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 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 Patriot.

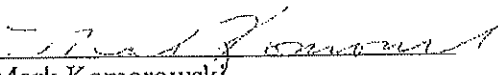
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/7/2023

Date



Mark Komorowski
President
Patriot Gaming and Electronics, Inc.

8/31/2023

Date