

**ORDER 2012-128
IN RE SETTLEMENT AGREEMENT**

**IGT
12-IGT-01**

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

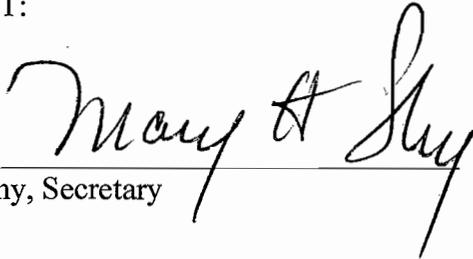
IT IS SO ORDERED THIS THE 2nd DAY OF AUGUST, 2012.

THE INDIANA GAMING COMMISSION:



Marc Fine, Vice-Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
IGT) **12-IGT-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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

1. 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 change, to the extent known, in its relationship with or the employment status of its employees, independent contractors, agents, or subagents who are subject to occupational licensing under section 6.1 of this rule.
2. On January 11, 2012, the Commission’s Licensing Coordinator received a Separation of Service Form for a licensed IGT employee. The employee separated from the company on December 17, 2011.
3. The Commission acknowledges that IGT fully cooperated with the Commission in its investigation of the circumstances that led to the filing of this Settlement Agreement and there is no evidence to suggest a willful intent by IGT to not comply with 68 IAC 2-2-9(d).

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 \$2,000 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, IGT agrees to promptly remit payment in the amount of \$2,000 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 IGT.

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


Michelle Chatigny, VP Compliance
IGT

June 18, 2012
Date