

**ORDER 2024-75
IN RE SETTLEMENT AGREEMENT**

**PATRIOT GAMING AND ELECTRONICS, INC.
24-PG-01**

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 20th DAY OF JUNE, 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Marc Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
PATRIOT GAMING AND)	24-PG-01
ELECTRONICS, INC.)	

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 2-3-9.5 provides that no occupational licensee employed by or associated with a supplier licensee may play any game at any casino.
2. On April 12, 2024, a Security Supervisor at French Lick Resort Casino notified Gaming Agents that a Service Technician from Patron Gaming was on property playing an electronic gaming device ("EGD") on April 8, 2024. The Security Supervisor advised that she did question the Service Technician if he was allowed to be gambling and he replied that he was allowed to gamble as long as he had his gaming badge in his pocket. The Security Supervisor also advised that the Service Technician had been on the property earlier that day and while escorting him to perform work in the count room, she overheard him telling other employees that he had been the EGD's. The Gaming Agent subsequently questioned the Service Technician and admitted to gambling. The Service Technician advised that he was allowed to gamble at other properties as long as his badge was in his pocket. A review of surveillance coverage confirmed that the Service Technician received a cash advance while on property and gamed at various EGD's. When the Gaming Agent reached out to the Service Manager to determine if any discipline had been taken against the Service Technician, the Service Manager asked for clarification on the rule and if it applied to someone off duty, making it clear that multiple employees for Patriot did not understand the requirements of the Indiana Administrative Code.

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

5/24/24

Date



Mark Komorowski
President
Patriot Gaming and Electronics, Inc.

5/22/2024

Date