

**ORDER 2021-152  
IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVED**

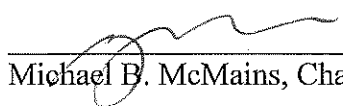
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APPROVES OR DISAPPROVES

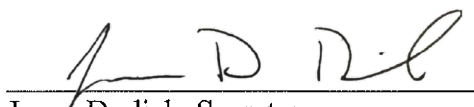
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 29<sup>th</sup> DAY OF SEPTEMBER, 2021.**

**THE INDIANA GAMING COMMISSION:**

  
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Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>PATRIOT GAMING AND</b>	)	<b>21-PG-01</b>
<b>ELECTRONICS, INC.</b>	)	

**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**

**COUNT I**

1. 68 IAC 2-2-6.1(d) provides 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 June 1, 2020, the Commission sent guidance to Suppliers and Sports Wagering Vendors stating that if any employees have been terminated during closure without advising the Commission and submitting separation forms, all termination updates and separation forms must be submitted no later than July 1, 2020 to ensure Commission records are up to date.
5. On July 17, 2020, a Slot Bench Tech was laid off by Patriot; however, the Commission was not notified.
6. On May 3, 2021, the Slot Bench Tech appeared on a renewal report for Patriot, and Patriot subsequently submitted a separation of service form for the Slot Bench Tech listing a separation date of May 3, 2021. After laying off the Slot Bench Tech, Patriot offered him both part-time and full-time work but he declined. The Commission's Gaming Administrator requested that Patriot update the separation of service form to reflect the date the Slot Bench Tech was laid off.
7. On May 17, 2021, the Gaming Administrator inquired if the Commission had been previously notified of the layoff. Patriot did not notify the Commission, as

they were hoping to retain the Slot Bench Tech as a part-time employee. This made the termination notification 275 days late.

## COUNT II

8. 68 IAC 2-6-2 (a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies: (1) Electronic gaming devices and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media. (C) Progressive controllers. (D) Bill changers.
9. 68 IAC 17-1-3 provides a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
10. In accordance with 68 IAC 17-1-2(a) and 68 IAC 17-1-3, when shipping an item approved under 68 IAC 2-6-2, the supplier is required to provide the Commission with an accurate inventory of each item to be shipped and delivered, including each item's identification code in the Commission's Electronic Gaming Device System (EGDS).
11. On July 7, 2021, a shipment from Patriot was delivered to Indiana Grand. The shipment contained three (3) computer processing units (CPU) without the associated software installed. When the Gaming Agent reviewed the shipment, the Gaming Agent was unable to locate a shipment summary or approval in the EGDS. Upon further review, it was determined that Harrah's Hoosier Park was the intended recipient of the CPU's, not Indiana Grand. The shipment had been entered and approved in the EGDS for Harrah's Hoosier Park. Patriot shipped the CPUs to the wrong casino property.

## 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 \$2,000 (\$500 for Count I and \$1,500 for Count II) 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 \$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 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*

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Greg Small, Executive Director  
Indiana Gaming Commission

9/28/21

\_\_\_\_\_  
Date

*Mark Komorowski*

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Mark Komorowski  
President  
Patriot Gaming and Electronics, Inc.

9/20/2021

\_\_\_\_\_  
Date