

**ORDER 2020-116
IN RE SETTLEMENT AGREEMENT**

**CUMMINS-ALLISON CORP.
20-CUMMINS-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 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CUMMINS-ALLISON CORP.) **20-CUMMINS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Cummins-Allison, Corp. (“Cummins”) (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

1. 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.
2. 68 IAC 15-6-4(e) provides, in relevant part, that the vendor and visitor log shall contain the following information: (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.
3. On January 24, 2019, the Commission issued a memorandum to all casino and supplier licensees on occupational licenses which provides vendor and visitor badges are not to be utilized by those who hold or should hold an occupational license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge rather than an occupational license, casino staff should assist in the matter by refusing entry and directing said individuals to local Gaming Agents for assistance.
4. On March 26, 2020, a Gaming Agent at Majestic Star Casino conducted an audit of the vendor log for February 2020.
5. On February 20, 2020, two (2) vendors from Cummins were on property at Majestic Star servicing count machines. One (1) of the vendors performed work on a revoked occupational license, which had been revoked on July 8, 2019.
6. On September 23, 2020, a Gaming Agent at Majestic Star Casino conducted an audit of the vendor log for August 2020.

7. On August 6, 2020, a vendor from Cummins was on property at Majestic Star servicing count machines. The vendor performed work on a revoked occupational license, which had been T revoked on July 8, 2019.
8. On August 7, 2020, a vendor from Cummins was on property at Majestic Star servicing count machines. The vendor performed work on a revoked occupational license, which had been revoked on July 8, 2019.
9. Gaming Agents at Horseshoe Hammond conducted an audit of the vendor log for the first quarter of 2020.
10. On February 28, 2020, a vendor from Cummins was on property at Horseshoe Hammond servicing count machines. The vendor performed work on a revoked occupational license, which had been was revoked on July 8, 2019.
11. On August 7, 2020, a vendor from Cummins was on property at Horseshoe Hammond servicing count machines. The vendor performed work on a revoked occupational license, which had been revoked ons July 8, 2019.

TERMS AND CONDITIONS

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

Cummins shall pay to the Commission a total of \$7,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count 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, Cummins agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative or judicial review.

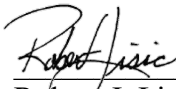
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 Cummins.

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



Robert J. Lisic, V.P. and G.M.
Cummins-Allison Corp.

Date

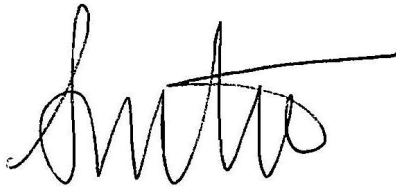
11/12/2020

Date

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Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/20/20

Date

Jeffrey Knoll, Corporate Counsel
Cummins-Allison Corp.

Date