

**ORDER 2019-192
IN RE SETTLEMENT AGREEMENT**

**AMERICAN GAMING SYSTEMS, LLC
19-AGS-03**

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

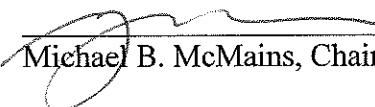
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 8th DAY OF NOVEMBER, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svelanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
AMERICAN GAMING SYSTEMS, LLC) **SETTLEMENT**
) **19-AGS-03**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and American Gaming Systems, LLC (“AGS”) (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 2-2-6.1(b) provides that an employee, independent contractor, agent, or subagent of a supplier licensee shall obtain a Level 2 occupational license under 68 IAC 2-3 if the executive director or the executive director's designee determines it is necessary... .
2. 68 IAC 2-2-8 provides, in relevant part, that a supplier licensee must renew its license annually. If a supplier licensee fails to request renewal of the license before the expiration of one (1) year from issuance, then the license expires.
(b) A supplier licensee must:
 - (1) request renewal of the license on a form prescribed by the commission; and
 - (2) complete the form and provide the commission with any information or documents that the commission deems necessary.The form requesting renewal of the supplier's license must be submitted with the annual renewal fee under IC 4-33-7-8. The commission may perform a background investigation on any supplier licensee seeking renewal of the license. The cost of any investigation shall be charged to the supplier licensee.
3. 68 IAC 15-6-4(b) provides that 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 that 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. The memorandum states vendor and visitor badges are not to be utilized by those who hold or should hold an occupational license. Per the memorandum, if individuals who should hold an occupational license 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 August 2, 2019, a Gaming Agent conducted an audit of the vendor's log at Belterra Casino for July 2019. It was determined that an AGS Field Service Tech performed work on the casino floor on two (2) separate occasions on July 16, 2019 and on a third occasion on July 30, 2019. The occupational license for the Field Service Tech expired on July 10, 2019; therefore, the Field Service Tech performed work on three (3) occasions on an expired license.

TERMS AND CONDITIONS

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

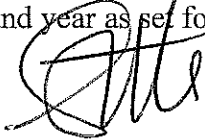
AGS shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the Findings above. If the Commission 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, AGS agrees to promptly remit payment in the amount of \$5,000 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 AGS.

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



Vic Gallo, General Counsel
American Gaming Systems, LLC

11/4/19

Date

11/1/19

Date