ORDER 2023-65 IN RE SETTLEMENT AGREEMENT

AMELCO UK LIMITED 23-AMELCO-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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:

Milton O. Thompson, Chair

ATTEST:

Charles Cohen, Commissioner

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
AMELCO UK LIMITED	ý	SETTLEMENT
)	23-AMELCO-01
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SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Ameleo UK Limited ("Ameleo"), (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. IC 4-33-7-8(a) provides unless a supplier's license is suspended, expires, or is revoked, the supplier's license may be renewed annually upon:
 - (1) the payment of a seven thousand five hundred dollar (\$7,500) annual renewal fee; and
 - (2) a determination by the commission that the licensee is in compliance with this article.
 - (b) The holder of a supplier's license shall undergo a complete investigation every three (3) years to determine that the licensee is in compliance with this article.
- 68 IAC 2-2-9(a) provides all supplier licensees have a continuing duty to maintain suitability for licensure. A supplier's license does not create a property right, but is a revocable privilege granted by the state contingent upon continuing suitability for licensure.
- 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any
 other persons deemed necessary to allow the commission to ensure the applicant
 meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title
 must complete and submit a Personal Disclosure Form 1 (PD1) application for
 occupational license under 68 IAC 2-3-1.
- 4. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
- 5. On January 27, 2023, the Commission's Director of Background Investigations notified Ameleo's Outside Counsel of their reinvestigation requirements, noting all applications were due within thirty (30) days of the email notification. As a result,

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the Supplier reinvestigation application and the six (6) PD1 reinvestigation applications were due on February 27, 2023. Ameleo's Outside Counsel confirmed receipt of the email.

- 6. On March 14, 2023, the Commission's Director of Background Investigations requested a status update from Ameleo on the applications. Ameleo's Outside Counsel acknowledged that they failed to meet the deadline or request an extension prior to the deadline. Ameleo's Outside Counsel provided that they were still working on the submission and that he had been pushing Ameleo for weeks, but they were balancing multiple filings simultaneously. Ameleo's Outside Counsel subsequently requested an extension for the reinvestigation filings. The Commission's Director of Background Investigations advised Ameleo that extensions cannot be granted after the due date.
- On April 6, 2023. Ameleo submitted the reinvestigation applications to the Commission. The applications were thirty-eight (38) days late.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Amelco by and through its agents as described herein constitute a breach of IC 4-35, IC 4-35, and/or 68 IAC. The Commission and Amelco hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Amelco.

Ameleo shall pay to the Commission a total of \$14,000 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, Amelco agrees to promptly remit payment in the amount of \$14,000 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 Amelco.

IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.

Greg Small, Executive Director Indiana Gamine Commission

6/15/2023

Damian Walton CEO

Ameleo UK Limited

Date