

**ORDER 2020-114  
IN RE SETTLEMENT AGREEMENT**

**AMERICAN GAMING SYSTEMS, LLC  
20-AGS-02**

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 23<sup>rd</sup> DAY OF NOVEMBER, 2020.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**AMERICAN GAMING SYSTEMS, LLC** ) **20-AGS-02**  
 )

**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(d) provides that 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)(2)(C) requires an occupational licensee to notify the Commission when the occupational licensee transfers to another position.
3. 68 IAC 2-3-9.2(c) requires the notification of a transfer to be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. In October 2020, the VP of Strategic Accounts transferred to the Senior VP of Sales position. The Commission was not notified of this change of position until March 2020. Additionally, the Senior VP of Sales is a position that requires a Level 1 license. When the employee transferred, he only held a Level 2 license and worked six (6) months in a position that requires a Level 1 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 \$1,000 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 \$1,000 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 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

  
\_\_\_\_\_  
Amy Lawrence, Compliance Officer  
American Gaming Systems, LLC

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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.

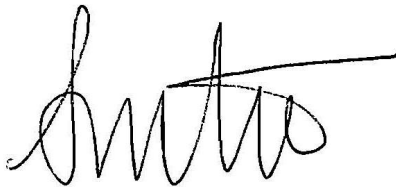
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

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Vic Gallo, General Counsel  
American Gaming Systems, LLC

11/20/20

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Date

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Date