

**ORDER 2024-158  
IN RE SETTLEMENT AGREEMENT**

**SURVEILLANCE SYSTEMS INTEGRATION, INC  
24-SSI-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 19<sup>th</sup> DAY OF DECEMBER, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Joseph R. Heerens, Chair

ATTEST:

  
\_\_\_\_\_  
Michael E. Williams, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>SURVEILLANCE SYSTEMS</b>	)	<b>24-SSI-01</b>
<b>INTEGRATION, INC.</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen and Surveillance Systems Integration, Inc. (“SSI”) (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. Ind. Code § 4-33-7-3 provides a person may not receive a supplier's license if: (2) the person has knowingly or intentionally submitted an application for a license under this chapter that contains false information.
2. 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 application for occupational license under 68 IAC 2-3-1.
3. 68 IAC 2-2-6.1(a) provides all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
4. 68 IAC 2-3-2(a) provides the riverboat licensee or a riverboat license applicant must pay a nonrefundable application fee for its potential riverboat employees in the following amounts: (1) Occupational license, Level 1, one thousand dollars (\$1,000).
5. 68 IAC 2-3-3(a) provides the following annual occupational license fees must be submitted by the riverboat licensee for whom the occupational licensee shall be employed prior to the issuance of the permanent occupational license: (1) Occupational license, Level 1, one hundred dollars (\$100).
6. 68 IAC 2-3-3(b) provides a supplier licensee may be required to pay the annual occupational license fees on behalf of its employees that require an occupational license of any level.

7. 68 IAC 2-2-9(c) provides a supplier licensee must notify the commission of any changes in the information submitted in the application or any condition that renders the supplier licensee ineligible to hold a supplier's license.
8. 68 IAC 1-5-1(1)(A) provides a supplier licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by a casino or supplier licensee.
9. SSI failed to disclose and/or falsely stated the company's ownership interest on its initial application in September 2019 and on subsequent renewal applications.
10. SSI failed to notify the commission when they became aware of the inaccurate disclosure.
11. Ind. Code § 4-33-8-7 provides the commission may refuse to issue an occupational license to an individual who: (2) does not disclose or states falsely any information required by the application.
12. 68 IAC 2-3-9(d) provides occupational licensees must notify the commission that a riverboat licensee, a supplier licensee, or an occupational licensee has violated the Act or this title as soon as the occupational licensee becomes aware of the violation.
13. 68 IAC 1-5-1(1)(A) provides a supplier licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by a casino or supplier licensee.
14. A Substantial Owner failed to disclose and/or falsely stated his relationship to a trust on his 2019 initial application and 2023 renewal application.
15. The Substantial Owner failed to notify the commission when he became aware of the inaccurate disclosure.
16. 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 application for occupational license under 68 IAC 2-3-1.
17. 68 IAC 2-2-6.1(a) provides all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
18. 68 IAC 2-3-2(a) provides the riverboat licensee or a riverboat license applicant must pay a nonrefundable application fee for its potential riverboat employees in the following amounts: (1) Occupational license, Level 1, one thousand dollars (\$1,000).
19. 68 IAC 2-3-3(a) provides the following annual occupational license fees must be submitted by the riverboat licensee for whom the occupational licensee shall be employed

prior to the issuance of the permanent occupational license: (1) Occupational license, Level 1, one hundred dollars (\$100).

20. 68 IAC 2-3-8(a) provides an occupational license must be renewed annually.

21. As a settlor, trustee, and beneficiary of a trust containing a substantial ownership interest in supplier license, the Trustee should have obtained and maintained a level 1 occupational license since the initial application in 2019. The Trustee failed to apply or hold a level 1 occupational license.

### **TERMS AND CONDITIONS**

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

SSI shall pay to the Commission a total of \$30,000 and within thirty (30) days of approval of this Agreement, update all inaccurate information in their licensing applications, update the most recent quarterly ownership report to accurately reflect the current ownership of SSI and the Trustee must submit her fully completed PD-1 application in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of this Agreement. If the Trustee fails to comply with the deadline for the fully completed PD-1 application, the Commission shall deny licensure to the Trustee. 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, SSI agrees to: 1) promptly remit payment in the amount of \$30,000, 2) within thirty (30) days of approval of this Agreement, update all inaccurate information in their licensing applications, update the most recent quarterly ownership report to accurately reflect the current ownership of SSI and the Trustee must submit her fully completed PD-1 application and shall waive all rights to further administrative or judicial review. If the Trustee fails to comply with the deadline for the fully completed PD-1 application, the Commission shall deny licensure to the Trustee.

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 SSI.

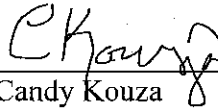
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



\_\_\_\_\_  
Dennis Mullen, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
12/09/24

\_\_\_\_\_  
Date



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Candy Kouza  
Surveillance Systems Integration, Inc.

\_\_\_\_\_  
12/09/2024

\_\_\_\_\_  
Date