

**ORDER 2024-16  
IN RE SETTLEMENT AGREEMENT**

**AMERICAN GAMING AND ELECTRONICS,  
INC.  
24-AGE-01**

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

**APPROVED**

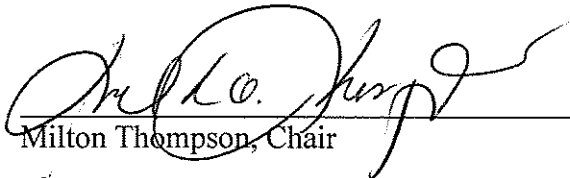
---

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 21<sup>ST</sup> DAY OF MARCH, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**AMERICAN GAMING AND ELECTRONICS,** ) **SETTLEMENT**  
**INC.** ) **24-AGE-01**  
 )  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and American Gaming & Electronics, Inc. (“AG&E”), (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. 68 IAC 5-2-1(b) provides the following definitions apply throughout this rule: (1) "Applicant" means a person who is seeking permission from the commission to obtain a transfer or approval of a transfer of an ownership interest in a casino licensee, casino license applicant, or a supplier licensee.
2. 68 IAC 5-2-1(c) provides a person that is not a publicly traded corporation may transfer a direct or indirect ownership interest of five percent (5%) or greater in a casino licensee, a casino license applicant, or a supplier licensee only in accordance with this rule.
3. 68 IAC 5-2-2(a) provides an applicant must complete and submit the appropriate forms prescribed by the commission. The commission must approve the transfer prior to the applicant obtaining an ownership interest in a casino licensee, a casino license applicant, or a supplier licensee.
4. On December 20, 2023, AG&E’s Director and sole owner signed a Unanimous Written Consent of the Sole Director which gifted 5% of the Company’s shares to the AG&E’s Assistant Vice President of Business Operations, a level one licensee with the Commission. Since AG&E is a private entity, the transfer of ownership required pre-approval by the Commission. AG&E failed to seek Commission approval prior to completing the transfer.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of AG&E 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 AG&E hereby agree to a monetary settlement of the alleged violations

described herein in lieu of the Commission pursuing formal disciplinary action against AG&E.

AG&E shall pay to the Commission a total of \$2,500 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.

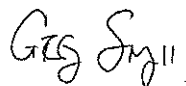
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, AG&E agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further administrative 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 AG&E.

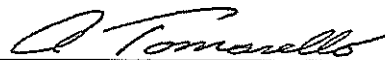
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

3/14/24

\_\_\_\_\_  
Date



\_\_\_\_\_  
Anthony Tomasello, Jr., CEO  
American Gaming & Electronics,  
Inc.

March 11, 2024

\_\_\_\_\_  
Date