

ORDER 2019-29

IN RE SETTLEMENT AGREEMENT

**GENESIS GAMING SOLUTIONS, INC.
19-GENESIS-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

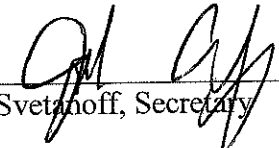
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
GENESIS GAMING SOLUTIONS, INC.) **19-GENESIS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Genesis Gaming Solutions, Inc. (“Genesis”) (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) states except as outlined in this section, 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 2-3-8(b) states an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license.
3. On June 4, 2018, the Commission’s Gaming Administrator sent an email correspondence to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through August 31, 2018, and also included the date of expiration of each license.
4. On August 2, 2018, another email correspondence was sent to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through October 31, 2018, and also included each licensee’s expiration date.
5. On September 5, 2018, another email correspondence was sent to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through November 30, 2018 and also included each licensee’s expiration date.

The following licensees were listed on all three (3) renewal reports: the President, a Level One Licensee, a Director, a Level One Licensee, the Secretary, a Level One Licensee, the Treasurer, a Level One Licensee, four (4) Field Service Techs, Level Two Licensees, a Hardware Tech, a Level Two Licensee, Training

Supervisor, a Level Two License, a Systems Engineer, a Level Two Licensee and Senior Analyst, a Level Two Licensee.

Renewal forms were signed on September 12, 2018 and September 13, 2018 but were not received in the Commission office until September 25, 2018 and September 28, 2018. The licensees listed above worked on expired licenses for at least forty-six (46) days prior to requesting renewal.

TERMS AND CONDITIONS

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

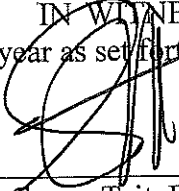
Genesis shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings 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, Genesis 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 Genesis.

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



Randall Knust, President
Genesis Gaming Solutions, Inc.

3/2/19
Date

2/28/2019
Date