

**ORDER 2019-82**

**IN RE SETTLEMENT AGREEMENT**

**GENESIS GAMING SOLUTIONS, INC.  
19-GENESIS-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 30<sup>th</sup> DAY OF MAY, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetajoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**GENESIS GAMING SOLUTIONS, INC.** ) **19-GENESIS-02**  
 )

**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**

**COUNT I**

1. 68 IAC 2-2-6.1(d) provides that 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) provides that 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 December 7, 2018, the Commission’s Gaming Administrator sent an email correspondence to Genesis that included a license renewal report for occupational licensees. The renewal report included each licensee that was expiring through February 28, 2019, and also included the date of expiration of each license.
4. On January 3, 2019, the Commission’s Gaming Administrator sent another email correspondence to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through March 31, 2019 and also included the date of expiration of each license.
5. On February 4, 2019, the Commission’s Gaming Administrator sent another email correspondence to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through April 30, 2019 and also included the date of expiration of each license.
6. On March 4, 2019, the Commission’s Gaming Administrator sent another email correspondence to Genesis that included a renewal report for occupational

licensees. The renewal report included each licensee that was expiring through May 31, 2019 and also included the date of expiration of each license.

7. On April 3, 2019, the Commission's Gaming Administrator sent another email correspondence to Genesis that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through June 30, 2019 and also included the date of expiration of each license.
8. A Systems Engineer, a level two licensee, was listed on all five (5) renewal reports. The Systems Engineer's license expired on February 21, 2019. The Systems Engineer has been working on an expired license for sixty-two (62) days. A renewal application has not been received nor has an extension request or separation form been received.

## COUNT II

9. 68 IAC 2-2-5.3(a) provides that an applicant shall meet the following standards, qualifications, or criteria to be issued a permanent supplier's license: (9) An applicant must meet any other standard that the commission deems necessary to ensure compliance with IC 4-33, IC 4-35, and this title.  
(b) The supplier licensee must continue to meet all conditions or restrictions for licensure after the issuance of the permanent supplier's license.
10. 68 IAC 13-1-1(a) provides that all commission licensees have a continuing duty to maintain suitability for licensure. A commission license does not create a property right, but is a privilege contingent upon continuing compliance and suitability for licensure.  
(b) The commission may initiate an investigation or a disciplinary action, or both, against a licensee if the commission has reason to believe at least one (1) of the following:
  - (1) The licensee is not maintaining suitability for licensure.
  - (2) The licensee is not complying with licensure conditions.
  - (3) The licensee is not complying with the Act or this title.
11. On September 28, 2017, a memo was issued by the Commission to all casino and supplier licensees regarding the format for job descriptions and organizational chart submissions. The memo outlined the exact format in which casino and supplier licensees should submit job descriptions and organizational chart for review and approval by Commission staff.
12. On December 20, 2018, the Commission's Gaming Administrator identified that an occupational licensee being renewed for Genesis had a new job title. The occupational licensee's title changed from a Training Supervisor to the Director of Products and Services. The Gaming Administrator specifically asked if the new job title had been approved by the Commission. Commission records do not show that this position has ever been reviewed for a licensure determination. The

Gaming Administrator requested a job description and organizational chart be submitted for Commission review.

13. On January 16, 2019, the Commission's Gaming Administrator sent two (2) separate email correspondences to Genesis first requesting an update on the December 20, 2018 email and then subsequently, resending the memo from September 28, 2017 and requesting the job description and organization charts be submitted in the format outline in the memo.
14. On February 26, 2019, the Commission's Gaming Administrator sent another email correspondence to Genesis requesting that the email from January 16, 2019 be addressed.
15. On March 27, 2019, Genesis provided the job description and organization chart as requested. It took Genesis 97 days to respond to a Commission directive.

### **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 \$2,000 (\$500 for Count I and \$1,500 for Count II) 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 \$2,000 and shall waive all rights to further administrative or judicial review.

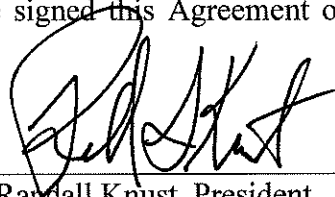
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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.

5/30/19

\_\_\_\_\_  
Date

5-27-2019

\_\_\_\_\_  
Date