

**ORDER 2021-153
IN RE SETTLEMENT AGREEMENT**

**SG GAMES, INC.
d/b/a SCIENTIFIC GAMES
21-SG-02**

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


APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

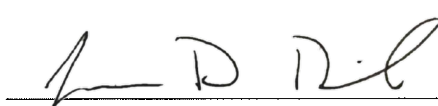
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
SG GAMING, INC.)	21-SG-02
d/b/a SCIENTIFIC GAMES)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and SG Gaming, Inc. d/b/a Scientific Games (“Scientific Games”) (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 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 (PD1) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
3. On November 5, 2020, the Commission received notification from Scientific Games that a new Director was appointed for Scientific Games.
4. On November 9, 2020, the Commission notified Scientific Games that the PD1 must be submitted within thirty (30) days of appointment of the new Director, making the application due on November 29, 2020.
5. On November 23, 2020, a Scientific Games Licensing Analyst requested a thirty (30) to sixty (60) day extension to file the PD1, requesting it be due on or before January 19, 2021.
6. On November 30, 2020, the Commission confirmed that this date was acceptable.
7. On January 19, 2021, the Commission received the application via interlinks, a Scientific Game’s secure share site.

8. On January 22, 2021, the Commission noted several deficiencies within the application that are required for issuing a temporary license. The Licensing Analyst advised she was working on the request.
9. On January 26, 2021, the Commission received payment for the PD1.
10. On February 12, 2021, the Commission requested an update on when the missing information would be provided. The Licensing Analyst advised that the items had been requested, and they expected to receive them back any day. The Commission stated that the items needed to be submitted no later than February 26, 2021.
11. On February 26, 2021, the Licensing Analyst advised the documents were requested, but had not been received yet. The Licensing Analyst also advised that they continued to follow-up and would submit them as soon as received. The Commission requested more clarity on the situation. The Licensing Analyst never responded to that email.
12. On March 3, 2021, the Licensing Analyst provided some items; however, she advised that they were still working with the Director's Accountant to gather statements and hoped to have them later in the week. She also stated they were working through a lengthy list of documents and applications for multiple jurisdictions. The Licensing Analyst acknowledged that the process was taking longer than expected due to the volume of requests and requested an additional extension on the outstanding documents.
13. On March 4, 2021, the Commission requested information on an item that was not addressed in the Licensing Analyst's email. The Licensing Analyst provided that they sent a request to the Director's Accountant regarding this item, and he was reviewing it. They were expecting to hear back from him soon.
14. On March 5, 2021, the Commission advised the Licensing Analyst that it would not be able to process the Director's application and requested that Scientific Games not submit incomplete applications in the future.
15. On March 12, 2021, the Licensing Analyst advised the Commission that it would have the missing item early next week.
16. On March 19, 2021, the Licensing Analyst advised that the Director's Accountant was still sorting through their files for one of the exhibits and asked if she could send forth another exhibit that they had ready to submit. The Commission advised the Licensing Analyst to save that exhibit until she had all the missing information ready to submit, as the Commission was unable to issue a temporary license without this information.

17. On April 16, 2021, the Licensing Analyst advised they were still awaiting an item and asked if she should submit another item.
18. On April 19, 2021, the Commission requested a statement explaining why the Director had been unable to obtain the statements and what steps were being taken to obtain them.
19. On April 22, 2021, the Licensing Analyst apologized for the delay in providing the required documentation. The Licensing Analyst stated that the Director's Accountant had been pulling many documents for multiple agencies and it was taking longer than anticipated to obtain them. The Licensing Analyst noted that they were requesting the Indiana list to be a priority and asked to have the information by April 30, 2021. The Commission once again advised the Licensing Analyst that the PD1 should not have been submitted to the Commission incomplete.
20. On May 6, 2021, the Licensing Analyst uploaded most of the information for an exhibit into the Intralinks for download.
21. On May 7, 2021, the Commission went back to the Licensing Analyst to request additional statements, as required in the exhibit. The Licensing Analyst provided the statements requested the same day.
22. Scientific Games was given a forty-five (45) day extension past the original thirty (30) days, totaling seventy-five (75) days to submit the Director's application. It was submitted, but it was substantially incomplete. Scientific Games was then given a new deadline of February 26, 2021, an additional thirty-eight (38) days, and finally provided the complete application seventy-one (71) days past the new deadline.

TERMS AND CONDITIONS

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

Scientific Games shall pay to the Commission a total of \$3,000 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.

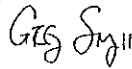
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Scientific Games agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further 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 Scientific Games.

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



Greg Small, Executive Director
Indiana Gaming Commission

9/28/21

Date



Stephen Richardson
Senior VP/Chief Compliance Officer
SG Gaming, Inc.

09/21/2021

Date