

**ORDER 2022-140
IN RE SETTLEMENT AGREEMENT**

**IGT
22-IGT-03**

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


APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

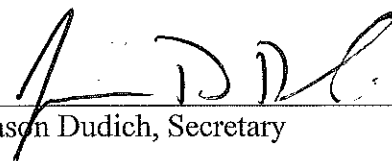
IT IS SO ORDERED THIS THE 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

COUNT II

7. 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.
8. 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.
9. On May 27, 2021, the Commission issued a directive to Suppliers on Supplier Occupational Licensing. Section V(B)(3) describes the process for newly hired individuals and newly created positions and requires applications must be submitted to the Commission within thirty (30) days of the hire or transfer to position that requires licensure.
10. On January 28, 2022, IGT's Director of Regulatory Compliance and Licensing advised the Commission that an Independent Director had been appointed on January 14, 2022, to a level one (1) licensed position. At that time, IGT requested an extension of thirty (30) days. The Commission granted the extension, making the due date April 14, 2022.
11. On April 30, 2022, the Commission received a copy of the application electronically, but was missing the payment and fingerprints.
12. On May 2, 2022, the Commission received the check and payment, but noted on the cover sheet, the application was still missing items.
13. On May 13, 2022, the Commission reached out to IGT with a list of deficiencies, including the items listed on the cover letter. IGT responded that they would get the items together and submit it to the Commission.
14. On June 21, 2022, the Commission reached out for the status of the items. IGT provided that the missing items were sent weeks ago and would resubmit. The Commission requested the information that had been previously submitted. IGT stated they could not locate the information.
15. On June 29, 2022, the Independent Director was issued a temporary license with the Commission. The complete application was fifty-seven (57) days late.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of IGT by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The

Commission and IGT hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against IGT.

IGT shall pay to the Commission a total of \$6,000 (\$3,000 for Count I and \$3,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in in the Findings 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, IGT agrees to promptly remit payment in the amount of \$6,000 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.

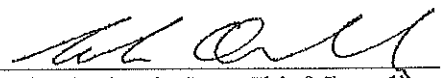
This Agreement shall be binding upon the Commission and IGT.

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

9/26/2022
Date



Luke Orchard, SVP, Chief Compliance
& Risk Management Officer
IGT

9/20/2022
Date