

**ORDER 2016-173
IN RE SETTLEMENT AGREEMENT
ADVANCED DIGITAL SOLUTIONS, LLC.
16-ADS-01**

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

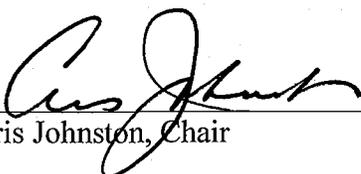
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

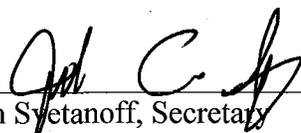
IT IS SO ORDERED THIS THE 8th DAY OF SEPTEMBER, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
ADVANCED DIGITAL SOLUTIONS, LLC.) **SETTLEMENT**
) **16-ADS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Advanced Digital Solutions, LLC. (“ADS”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-2-9(c) and (d) states a supplier licensee must notify the commission of any changes in the information submitted in the application or any condition that renders the supplier licensee ineligible to hold a supplier's license. A supplier licensee must notify the executive director or the executive director's designee within ten (10) days of any change, to the extent known, in its relationship with or the employment status of its employees, independent contractors, agents, or subagents who are subject to occupational licensing under section 6.1 of this rule.

2. On June 15, 2016, the Commission’s Director of Background Investigations informed the Commission’s Director of Compliance that ADS failed to notify the Commission of the termination of a Level 1 licensee. In November of 2015, ADS submitted organizational charts to obtain a supplier license. A gentleman was listed with the job title of Business Development Gaming and he also was a 9.5% owner. ADS informed the Director of Background Investigations that the gentleman would be selling his 9.5% ownership back to the business, but would remain as an employee. ADS was notified that the gentleman would need to be licensed. In December 2015, ADS submitted their Supplier’s License Application and the gentleman submitted a PD-1. On May 24, 2016, the gentleman came to the Commission’s offices for a personal interview. During the interview the gentleman told the Background Agents that he no longer worked for ADS and hadn’t since February 2016. When the CEO of ADS was asked about the employment of the gentleman, the CEO stated it was true but the gentleman was still referring clients to ADS through a verbal agreement. When the Commission expressed concern regarding this relationship, ADS ended the relationship with the gentleman and apologized for failing to inform the Commission of the termination.



TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of ADS by and through its agents as described in this Settlement Agreement ("Agreement") constitute a breach of the Commission's statute located at Indiana Code 4-33 and/or its rules located at 68 Indiana Administrative Code. The Commission and ADS hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against ADS. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

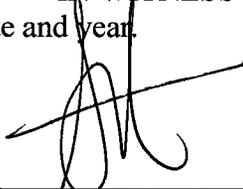
ADS shall pay to the Commission \$1,000 in settlement of the violations set forth in this Agreement. This Agreement extends only to violations and findings of fact specifically alleged in this Agreement. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described in this Agreement, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in this Agreement.

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, ADS agrees to promptly remit payment in the amount of \$1,000 and 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 ADS.

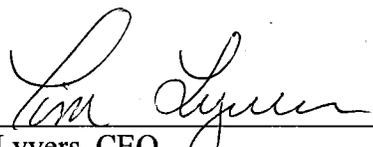
IN WITNESS WHEREOF, the parties have signed this Agreement on the below date and year.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

8/30/16

Date



Tim Lyvers, CEO
Advanced Digital Solutions, LLC.

8-22-16

Date