

**ORDER 2018-25  
IN RE SETTLEMENT AGREEMENT**

**AMERICAN GAMING SYSTEMS, LLC  
18-AGS-01**

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 8<sup>th</sup> DAY OF MARCH, 2018.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**AMERICAN GAMING SYSTEMS, LLC** ) **SETTLEMENT**  
 ) **18-AGS-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and American Gaming Systems, LLC. (“AGS”) (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 2-6-2 (a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies: (1) Electronic gaming devices and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media. (C) Progressive controllers. (D) Bill changers.
2. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director, in writing, and provide the following information:... (6) the quantity of electronic gaming devices being transported and (7) a brief description of the electronic gaming device being transported.
3. 68 IAC 17-1-3 states a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
4. In accordance with 68 IAC 17-1-2(a) and 68 IAC 17-1-3, when shipping an item approved under 68 IAC 2-6-2, the supplier is required to provide the Commission with an accurate inventory of each item to be shipped and delivered, including each item's identification code in the Commission's Electronic Gaming Device System.
5. On October 20, 2017, a Gaming Agent reviewed an AGS shipment to Indiana Grand Casino. It was concluded that some of the items the casino received did not match the items that had been requested in the Electronic Gaming Device System (EGDS). Specifically, AGS had shipped software and a RAM Clear Flash

Card that the casino had not ordered and had also shipped too large of a quantity of another type of software that was ordered.

### TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of AGS by and through its Agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and AGS hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against AGS.

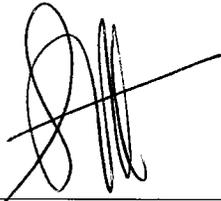
AGS shall pay to the Commission a total of \$1,500 in settlement of the violations explained in this Settlement Agreement ("Agreement"). This Agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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, AGS agrees to promptly remit payment in the amount of \$1,500 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 AGS.

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



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission



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Vic Gallo, General Counsel  
American Gaming Systems, LLC

3/6/18

\_\_\_\_\_  
Date

2/26/18

\_\_\_\_\_  
Date