

**ORDER 2019-133**

**IN RE SETTLEMENT AGREEMENT**

**AINSWORTH GAME TECHNOLOGY LIMITED  
19-AINSWORTH-01**

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

**APPROVED**

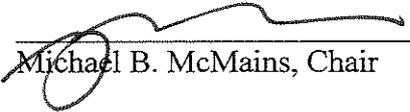
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APPROVES OR DISAPPROVES

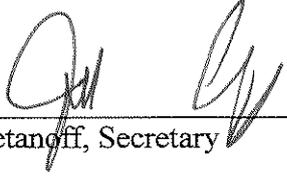
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 28<sup>th</sup> DAY OF AUGUST, 2019.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

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

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**AINSWORTH GAME TECHNOLOGY LIMITED ) 19-AINSWORTH-01 )**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Ainsworth Game Technology Limited (“Ainsworth”) (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**

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

A Senior VP of Sales and Marketing, a level one licensee, was listed on all four (4) renewal reports. The Senior VP of Sales and Marketing's license expired on April 19, 2019. The Senior VP of Sales and Marketing worked on an expired license for seventy-one (71) days.

7. On June 28, 2019, the Senior VP of Sales and Marketing renewed his license.

### **TERMS AND CONDITIONS**

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

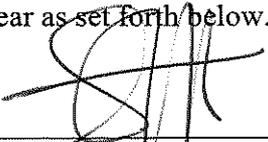
Ainsworth shall pay to the Commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings 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, Ainsworth agrees to promptly remit payment in the amount of \$1,000 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 Ainsworth.

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 Manager

8/28/19  
Date

  
\_\_\_\_\_  
Paul Teng, Group Compliance Manager  
Ainsworth Game Technology Ltd.

23 AUGUST 2019  
Date