

**ORDER 2020-37  
IN RE SETTLEMENT AGREEMENT**

**GENESIS GAMING SOLUTIONS, INC.  
20-GENESIS-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 10<sup>th</sup> DAY OF JULY, 2020.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
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**GENESIS GAMING SOLUTIONS, INC.** ) **SETTLEMENT**  
 ) **20-GENESIS-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Genesis Gaming Solutions, Inc. (“Genesis”) (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 2-2-1(d) provides that 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 (“PD-1”) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-2-4(b)(3) provides that 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 May 15, 2019, Genesis was given a licensing determination that their VP of Products and Services would need to hold a Level 1 license. Genesis was advised to submit a PD-1 application within 30 days of this licensing determination or position appointment. The individual currently holding the position held a Level 2 license, therefore, needed to submit a PD-1 within 30 days.
4. On June 17, 2019, Genesis requested an extension of the 30 day deadline, which was approved and extended the deadline to July 14, 2019.
5. On August 6, 2019, the Commission’s Gaming Administrator inquired with Genesis on what the status of the PD-1 application was and did not receive a response.
6. On September 5, 2019, the Commission’s Gaming Administrator sent a final email informing Genesis that the PD-1 application was due by close of business

on September 11, 2019. The PD-1 application was ultimately received on September 11, 2019, two (2) months after its original extended deadline.

### **TERMS AND CONDITIONS**

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

Genesis 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 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, Genesis 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 Genesis.

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

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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

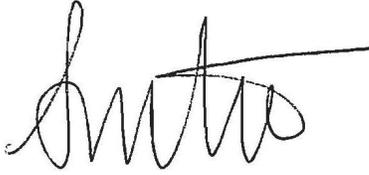
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Date



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Randall Krust, President  
Genesis Gaming Solutions, Inc.

\_\_\_\_\_  
5/12/2020  
Date

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



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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

6/24/20

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Date

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Randall Knust, President  
Genesis Gaming Solutions, Inc.

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Date