

**ORDER 2024-74
IN RE SETTLEMENT AGREEMENT**

**LNW GAMING, INC.
d/b/a LIGHT & WONDER
24-LNW-01**

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

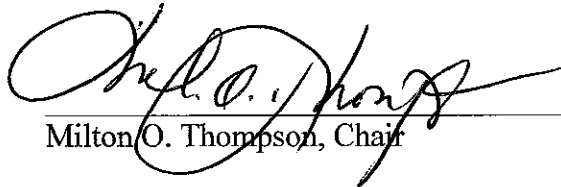
APPROVED

APPROVES OR DISAPPROVES

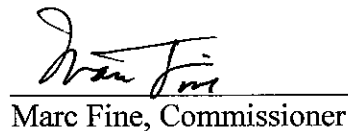
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 20th DAY OF JUNE 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Marc Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|-------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| LNW GAMING, INC. d/b/a |) | 24-LNW-01 |
| LIGHT & WONDER |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and LNW Gaming, Inc. d/b/a Light & Wonder (“LNW”), (collectively, the “Parties”) desire to settle this matter 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 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.
2. 68 IAC 2-2-6.1(a) provide that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
3. 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.
4. On October 14, 2008, the Commission issued a policy regarding temporary replacements for occupational licensees. This policy allowed a temporary replacement to perform the job duties using the lower-level license without the granting of a Level 1 or Level 2 license for a maximum of ninety (90) days. If after ninety (90) days the position has not been filled, the temporary replacement would be required to apply for the occupational license necessary to perform the job functions.
5. On January 8, 2021, the Commission issued a directive to all licensed suppliers on supplier occupational licensing that outlined the requirements for occupational licensing for licensed suppliers.

6. On July 7, 2023, LNW notified the Commission that they would have an interim Chief Financial Officer (“CFO”), a level one licensee.
7. On July 14, 2023, the Commission notified LNW that the interim CFO would need to apply for a level two (2) license and if the interim CFO remained in this position past ninety (90) days, a level one (1) license application (“PD1”) would need to be filed with the Commission. The Commission also advised LNW that the level two license application (“PD2”) would be due on September 8, 2023, and if necessary, the PD1 would be due on November 24, 2023.
8. On July 19, 2023, LNW advised they would be filing the PD2 to utilize the 90-day memo.
9. On September 7, 2023, LNW requested an extension for the PD2 until September 22, 2023. The Commission denied the extension request given the abbreviated burden of filing a PD2, and the fact that there had been ample time to complete and file the PD2.
10. On September 8, 2023, LNW filed the PD2.
11. On September 21, 2023, the Commission followed up with LNW on the missing information in the PD2 application.
12. On September 25, 2023, LNW responded, and Commission staff reviewed the correspondence.
13. On October 16, 2023, LNW followed up on the PD2. The Commission advised LNW that the PD2 would be approved with slight revisions, but should the interim CFO need to file a PD1, the interim CFO would need to further supplement the information required for a temporary level one (1) license to be issued.
14. On October 23, 2023, LNW submitted the revised copy of the PD2.
15. On December 14, 2023, the Commission became aware that the interim CFO had been promoted to the CFO position. This information was not disclosed by LNW. The Commission requested a status update on the PD1, citing the due date of November 24, 2023. LNW requested an extension, not acknowledging the PD1 was past due.
16. On December 15, 2023, the Commission denied the extension request as LNW had already been given ninety (90) days to prepare the PD1.
17. On December 21, 2023, LNW requested a call with the Commission to discuss this matter. The Commission offered an additional extension of thirty (30) days

but noted that the matter would be sent to compliance committee for review. With the additional extension, the PD1 was due on January 26, 2024.

18. On January 12, 2024, the PD1 was submitted to Commission.
19. On January 16, 2024, the Commission followed up on additional information needed for the PD1.
20. On January 26, 2024, the Commission followed up again on the information. LNW responded, and the Commission proceeded forward with the information.
21. The PD1 was sixty (60) days late from the original due date of November 24, 2023. While the Commission did grant an additional extension, this was after the original due date of the PD1. LNW had 133 days to prepare the PD1 after the Commission became aware of the interim CFO position. The PD1 was forty (40) days late with all extensions granted. The PD2 was submitted by the due date.

TERMS AND CONDITIONS

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

LNW shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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, LNW agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

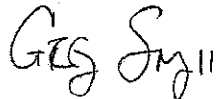
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement 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 LNW.

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

6/13/24

Date



Michael Fries
Senior VP/Chief Compliance Officer
Authorized Representative: LNW
Gaming, Inc.

06/12/2024

Date