

ORDER 2019-136

IN RE SETTLEMENT AGREEMENT

EVERI PAYMENTS, INC.
19-EVERI-02

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

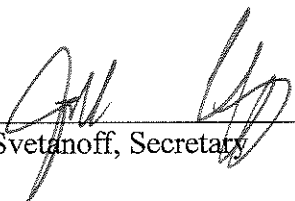
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|-----------------------------|---|--------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| EVERI PAYMENTS, INC. |) | 19-EVERI-02 |
| |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Everi Payments, Inc. (“Everi”) (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

COUNT I

1. 68 IAC 5-2-2(a) states an applicant must receive prior approval from the Commission before taking an ownership interest in a supplier licensee who is not a publically traded company.
2. On February 22, 2019, Atrient, Inc. (“Atrient”) was granted a temporary supplier license.
3. On March 8, 2019, Everi, a licensed supplier with the Commission, closed on the purchase of Atrient.
4. On March 13, 2019, the Commission’s Director of Background Investigations (DBI), upon seeing a news release by Everi regarding the Atrient acquisition, requested a copy of the Asset Purchase Agreement and job descriptions and organizational charts for any Atrient staff joining Everi.
5. On March 15, 2019, Everi provided the Asset Purchase Agreement to the DBI.
6. On March 29, 2019, Everi provided the job description and organizational chart to the Commission’s Director of Financial Investigations (DFI).
7. On April 9, 2019, Everi submitted a letter to the DFI, notifying the Commission of Everi;s purchase of Atrient and their intent to provide the services previously offered by Atrient. Everi also requested to relinquish Atrient’s temporary supplier license.

8. Everi failed to notify the Commission of the acquisition of Atrient and closed on the purchase of Atrient without seeking the approval of the Commission.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Everi 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 Everi hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Everi. This Agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

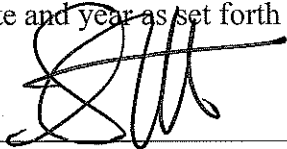
Everi shall pay to the Commission a total of \$10,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings 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 Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Everi agrees to promptly remit payment in the amount of \$10,000 and shall waive all rights to further administrative or judicial review.

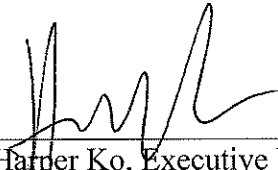
This Settlement Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

This Settlement Agreement shall be binding upon the Commission and Everi.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Harper Ko, Executive Vice
President, Chief Legal Officer and
General Counsel
Everi Games, Inc.

8/26/19

Date

8/22/19

Date