

**ORDER 2021-19  
IN RE SETTLEMENT AGREEMENT**

**EVERI PAYMENTS, INC.  
21-EVERI-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 23<sup>rd</sup> DAY OF MARCH, 2021.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**EVERI Payments, INC.** ) **21-EVERI-01**  
 )

**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**

1. 68 IAC 2-2-6.1(d) provides 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) provides 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 July 6, 2020, the Commission’s Gaming Administrator sent an email correspondence to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through September 30, 2020 and also included the date of expiration of each license.
4. On August 3, 2020, the Commission’s Gaming Administrator sent an email correspondence to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through October 31, 2020 and also included the date of expiration of each license.
5. On September 8, 2020, the Commission’s Gaming Administrator sent an email correspondence to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through November 30, 2020 and also included the date of expiration of each license.
6. On October 5, 2020, the Commission’s Gaming Administrator sent an email correspondence to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through December 31, 2020 and also included the date of expiration of each license.

7. On November 4, 2020, the Commission's Gaming Administrator sent an email correspondence to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through January 31, 2021 and also included the date of expiration of each license.
8. A Service Technician, a level two (2) licensee, was listed on all five (5) renewal reports. The Service Technician's license expired on September 3, 2020. The Service Technician has been working on an expired license for one hundred seventy-eight (178) days. A renewal application has not been received nor has an extension or separation form been received.
9. A Compliance Manager, a level two (2) licensee, was listed on all five (5) renewal reports. The Compliance Manager's license expired on September 21, 2020. The Compliance Manager has been working on an expired license for one hundred sixty (160) days. A renewal application has not been received nor has an extension or separation form been received.
10. A VP of Loyalty Development, a level one (1) licensee, was listed on four (4) renewal reports. The VP of Loyalty Development's license expired on October 7, 2020. The VP of Loyalty Development worked on an expired license for forty-one (41) days. A separation from service form was submitted to the Commission on November 17, 2020.

### **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.

Everi 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 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, Everi 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 Everi.

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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Omar Khoury, SVP Regulatory  
Compliance  
Everi Payments, Inc.

\_\_\_\_\_  
Date

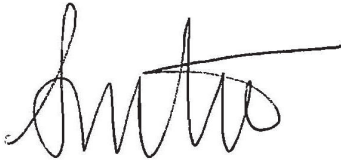
\_\_\_\_\_  
March 8, 2021  
Date

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

3/23/21

\_\_\_\_\_  
Date

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Omar Khoury, VP Regulatory  
Compliance  
Everi Payments, Inc.

\_\_\_\_\_  
Date