

**ORDER 2021-20  
IN RE SETTLEMENT AGREEMENT**

**NEOGAMES SOLUTIONS, LLC  
21-NG-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**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>NEOGAMES SOLUTIONS, LLC</b>	)	<b>21-NG-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and NeoGames Solutions, LLC (“NeoGames”), (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 that the following facts are true:

**FINDINGS OF FACT**

1. Chapter 2, Section 16(a) of the Emergency Rules for Sports Wagering provide all key persons and substantial owners of a sports wagering operator applicant must obtain a Level 1 occupational license.
2. Chapter 2, Section 16(d) provide except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
3. 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.
4. 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.
5. On December 3, 2020, the Commission was notified that a new individual had been added to the Board of Directors and was confirmed as Chairman. NeoGames’ Outside Counsel confirmed that the Chairman had already begun his PD1 application and would be prepared to submit within the Commission’s requested timeframe of thirty (30) days. The Commission confirmed that his position would require a Level One (1) license and that the Chairman needed to submit his PD1 within thirty (30) days of appointment to the board, unless an extension was requested and granted by the Commission, making the due date December 10, 2020.

6. On December 8, 2020, NeoGames' Outside Counsel requested an extension. The Commission approved the extension request until January 1, 2021.
7. On January 10, 2021, the Commission had not received the PD1 or any information from NeoGames or their Outside Counsel.
8. On January 25, 2021, the Commission reached out for an update on the application, fifteen (15) days past the extended due date. The Commission did not receive a response from the Outside Counsel.
9. On February 10, 2021, a Licensing and Compliance Specialist from the Outside Counsel's office submitted the PD1 application to the Commission electronically, thirty (30) days past the extended due date. Not only was the PD1 late but NeoGames was unresponsive to the Commission's request on January 25, 2021.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of NeoGames by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC and the Emergency Rules for Sports Wagering. The Commission and NeoGames hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against NeoGames.

NeoGames shall pay to the Commission a total of \$2,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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, NeoGames agrees to promptly remit payment in the amount of \$2,500 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 NeoGames.

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

\_\_\_\_\_  
Date

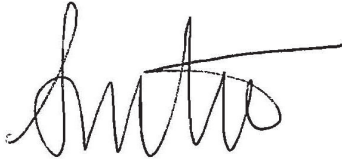
  
\_\_\_\_\_  
Mordechay Malool  
NeoGames Souldtions, LLC.

\_\_\_\_\_  
March 9, 2021  
\_\_\_\_\_  
Date

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

3/23/21

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mordechay Malool  
NeoGames Solutions, LLC

\_\_\_\_\_  
Date