

**ORDER 2023-123
IN RE SETTLEMENT AGREEMENT**

**EVERI PAYMENTS, INC.
23-EVERI-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
EVERI PAYMENTS, INC.)	23-EVERI-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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 2-2-1(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. 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.
4. On March 20, 2023, Everi hired a new individual as the Executive Vice President and Chief Information Officer (“EVP & CIO”), making the due date of his PD1 application April 20, 2023.
5. On May 12, 2023, Everi reached out to the Commission to request an extension.
6. On May 15, 2023, the Commission responded and provided that we were unable to offer an extension since the due date had already passed.
7. On May 25, 2023, the PD1 application was received by the Commission.
8. On June 1, 2023, the Commission reached out to Everi to request information that was missing from the PD1 application.
9. On June 2, 2023, Everi acknowledged receipt of the Commission request.

10. On June 12, 2023, Everi provided the required information.
11. On June 16, 2023, the EVP and CIO was issued a temporary occupational license.
12. The PD1 application was forty-six (46) days late.

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 \$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, Everi 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.

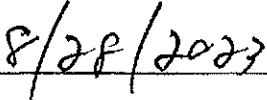
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Everi.

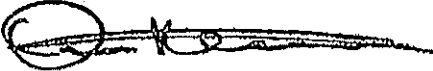
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



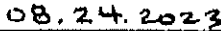
Greg Small, Executive Director
Indiana Gaming Commission



Date



Omar Khoury, VP Regulatory
Compliance
Everi Payments, Inc.



Date