

ORDER 2025-58
IN RE SETTLEMENT AGREEMENT
NYX DIGITAL GAMING (USA), LLC
25-NYX-01

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

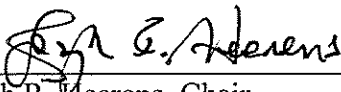
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 23rd DAY OF JUNE, 2025.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
NYX DIGITAL GAMING (USA) LLC)	25-NYX-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage and NYX Digital Gaming (USA) LLC ("NYX"), (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. 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 (PD-1) 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 April 11, 2024, NYX advised the Commission that the Chief Legal Officer would be resigning and replaced.
5. On April 15, 2024, the Commission notified NYX that the new Chief Legal Officer would require a PD-1 application to be submitted within thirty (30) days of appointment.
6. On August 8, 2024, NYX advised the Commission that the former Chief Legal Officer departed on August 2, 2024, and new Chief Legal Officer had assumed the role. The Commission told NYX to submit a PD-1 application for the new Chief Legal Officer within thirty (30) days of appointment.
7. On September 11, 2024, NYX requested an extension. The Commission approved the extension, making the due date October 2, 2024.

8. On September 30, 2024, NYX requested an additional extension. The Commission subsequently requested if there were any extenuating circumstances that prevented the Chief Legal Officer from completing his application.
9. On October 1, 2024, NYX provided that there was some travel that they did not account for and they were in the process of organizing and scheduling a notary.
10. October 2, 2024, the Commission ultimately denied the extension request, as no extenuating circumstances were presented to the Commission.
11. On November 4, 2024, the Commission requested a status update on the application. NYX advised that they would advise shortly, however, no response was received from NYX.
12. On December 13, 2024, the commission inquired further about the Chief Legal Officer's duties and application, and learned that he would be leaving the position on February 28, 2025. The Commission was later informed that another level one licensee at NYX would be moving to interim Chief Legal Officer position and assuming the level one (1) duties. The Commission advised that they require such in writing to ensure all concerns were satisfied.
13. On January 9, 2025, NYX's Outside Counsel provided the required notice, and it was accepted as satisfactory by the Commission.
14. The application was pending until an in-writing notice was provided to the Commission on January 9, 2025, which was 99 days after the application was due.

TERMS AND CONDITIONS

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

NYX 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 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

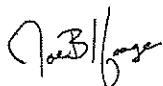
the Commission, NYX agrees to promptly remit payment in the amount of \$3,000 and waive all rights to further administrative or judicial review.

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 NYX.

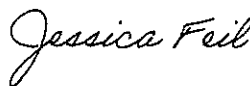
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director
Indiana Gaming Commission

6/6/25

Date



Jessica Feil, VP of Regulatory Affairs &
Compliance
NYX Digital Gaming (USA) LLC

June 2, 2025

Date