

**ORDER 2021-146
IN RE SETTLEMENT AGREEMENT**

**EVERI PAYMENTS, INC.
21-EVERI-02**

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

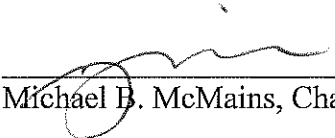
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

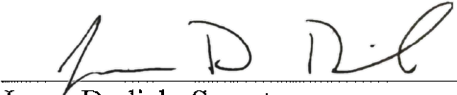
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
EVERI PAYMENTS, INC.) **21-EVERI-02**
)

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 2-2-4(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.
3. On March 12, 2021, the Commission was notified that a new individual was being appointed Executive Vice President, Chief Legal Officer – General Counsel, and Corporate Secretary (EVP/CLO), effective March 22, 2021.
4. On March 15, 2021, the Commission responded to this notification advising that the new EVP/CLO needed to submit a PD1 within thirty (30) days of appointment, unless an extension was requested and granted, making the PD1 due April 22, 2021.
5. On April 9, 2021, Everi’s SVP of Regulatory Compliance requested an extension.
6. On April 12, 2021, the Commission granted a thirty (30) day extension making the PD1’s new due date May 22, 2021.
7. On June 14, 2021, the Commission had not received the PD1 and requested a status update as it was twenty-three (23) days past due. The SVP of Regulatory

Compliance responded, stating the application would be provided between June 14, 2021 and June 18, 2021.

8. On June 16, 2021, the SVP of Regulatory Compliance submitted the PD1 application via OneDrive. The application was twenty-six (26) 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 \$2,500 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 \$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 Everi.

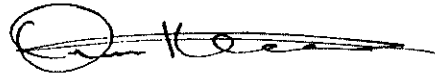
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/28/21

Date



Omar Khoury, Senior VP Regulatory
Compliance
Everi Payments, Inc.

September 23, 2021

Date