

ORDER 2018-199
IN RE SETTLEMENT AGREEMENT

EVERI GAMES, INC
18-EVERI-01

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

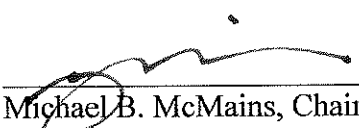
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

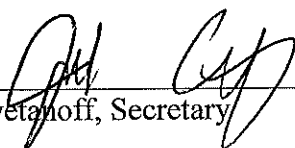
IT IS SO ORDERED THIS THE 6th DAY OF DECEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
EVERI GAMES, INC.) **SETTLEMENT**
) **18-EVERI-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Everi Games, 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) states 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) states 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 August 2, 2018, 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, 2018 and also included the date of expiration of each license.
4. On September 5, 2018, another email correspondence was sent to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through November 30, 2018 and also included each licensee’s expiration date.
5. On October 3, 2018, another email correspondence was sent to Everi that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through December 31, 2018 and also included each expiration date.
6. On November 2, 2018, another email correspondence was sent to Everi that included a renewal report for occupational licensees. The renewal report included

each licensee that was expiring through January 31, 2019 and also included each expiration date.

7. A Field Service Tech, a level two licensee, was listed on three (3) of the renewal reports described above. The Field Service Tech's license expired on September 2, 2018. A renewal was received for the Field Service Tech on October 23, 2018. The Field Service Tech worked fifty-one (51) days on an expired license.

A Regional Manager, a level two licensee, was listed on all four (4) renewal reports described above. The Regional Manager's license expired on September 14, 2018. The Regional Manager has been working on an expired license for at least sixty-six (66) days.

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. This Agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

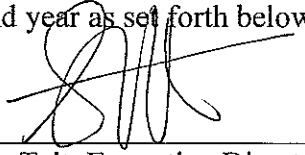
Everi shall pay to the Commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings above. 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 Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Everi agrees to promptly remit payment in the amount of \$1,000 and shall waive all rights to further administrative or judicial review.

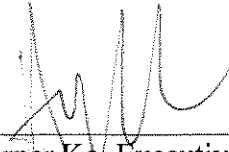
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Everi.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Harper Ko, Executive Vice
President, Chief Legal Officer and
General Counsel
Everi Games, Inc.

11/30/18

Date

11/27/18

Date