

**ORDER 2023-124  
IN RE SETTLEMENT AGREEMENT  
GEOCOMPLY SOLUTIONS INC.  
23-GC-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 15<sup>th</sup> DAY OF SEPTEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**



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Milton O. Thompson, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**GEOCOMPLY SOLUTIONS INC.** ) **SETTLEMENT**  
 ) **23-GC-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and GeoComply Solutions Inc. (“GeoComply”), (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 15, 2023, a new individual was appointed Chief Technology Officer (“CTO”) of GeoComply. GeoComply notified the Commission that the newly appointed CTO would submit the appropriate application and documents to qualify for licensure and/or registration as required. Per the Commission’s licensing directive, it is required for the CTO to hold a level one license. As a result, the CTO’s PD1 application was due on April 15, 2023.
5. On May 15, 2023, the Commission inquired on the status of the application. GeoComply advised that they did not receive a response to their notification to the Commission nor did they receive a request to submit or a deadline. GeoComply acknowledged that they requested sixty (60) days to submit from other jurisdictions as the CTO had never been through licensing before. GeoComply apologized for not taking more of an initiative to contact the Commission and confirm.

6. The Commission responded that per our licensing directive, it is required for the CTO to hold a level one license, so he should have filed based on the directive. The licensing directive is readily available on the Commission's website and it is the Gaming Entity's responsibility to apply it to any and all new positions or new hires. GeoComply was advised that the Commission could not offer an extension since the due date had already passed.
7. On May 16, 2023, the PD1 application was submitted electronically.
8. On May 18, 2023, the fingerprints and payment were received by the Commission, completing the submission.
9. The PD1 application was received thirty-three (33) days late.

### TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of GeoComply 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 GeoComply hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against GeoComply.

GeoComply 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, GeoComply 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

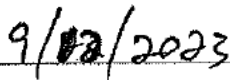
may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and GeoComply.

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

  
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Greg Small, Executive Director  
Indiana Gaming Commission

  
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Maninder Malli, General Counsel &  
Corporate Secretary  
GeoComply Solutions Inc.

  
\_\_\_\_\_  
Date

9/7/2023  
\_\_\_\_\_  
Date