

**ORDER 2020-118
IN RE SETTLEMENT AGREEMENT**

**GAN PLC
20-GAN-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 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
GAN PLC) **20-GAN-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and GAN PLC (“GAN”), (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 2-2-6.1(d) provides that 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 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On September 3, 2020, the Commission’s Gaming Administrator was notified that five (5) employees had been terminated at GAN and the Commission had not been notified in a timely manner, including: 1) the Customer Service Team Leader separated on April 30, 2020; 2) the Customer Service Rep separated on August 1, 2020; 3) the BI DB Analyst separated on July 31, 2020; 4) the VIP Customer Service Rep separated on January 24, 2020; and 5) the Customer Service Rep separated on November 5, 2019.
5. On September 15, 2020, the Commission’s Gaming Administrator was notified that a Customer Service Rep had been terminated at GAN and the Commission had not been notified in a timely manner.
6. On November 12, 2020 the Commission was notified that a Network Operations Engineer departed GAN on October 15, 2020 and the Commission had not been notified in a timely manner.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of GAN by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC and/or the Emergency Rules for Sports Wagering. The Commission and GAN hereby agree to a monetary settlement of the alleged

violations described herein in lieu of the Commission pursuing formal disciplinary action against GAN.

GAN shall pay to the Commission a total of \$6,000 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, GAN agrees to promptly remit payment in the amount of \$6,000 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. By entering this Agreement, GAN is not admitting any wrongdoing in connection with the allegations that are set forth herein.

This Agreement shall be binding upon the Commission and GAN.

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

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Todd McTavish, CLO and Corp. Secretary
GAN (UK) Limited f/k/a GAN PLC

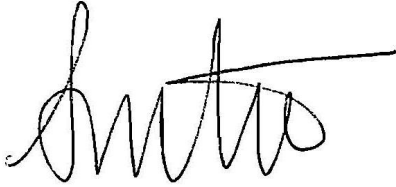
Date

November 16, 2020

Date

This Agreement shall be binding upon the Commission and GAN.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/20/20

Date

Susan Vincent
GAN PLC

Date