

**ORDER 2021-149  
IN RE SETTLEMENT AGREEMENT**

**NEOGAMES SOLUTIONS, LLC  
21-NG-02**

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 29<sup>th</sup> DAY OF SEPTEMBER, 2021.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>NEOGAMES SOLUTIONS, LLC</b>	)	<b>21-NG-02</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and NeoGames Solutions, LLC (“NeoGames”), (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 27-2-16(a) provides all key persons and substantial owners of a sports wagering operator applicant must obtain a Level 1 occupational license.
2. 68 IAC 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
3. 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.
4. 68 IAC 2-3-4(b)(6) 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.
5. 68 IAC 2-3-4(d)(19) provides any other information or documents that the commission deems necessary to ensure the applicant meets the licensing criteria set forth in the Act and this title.
6. On July 14, 2020, the Commission received a PD1 from NeoGames for a Substantial Owner (the “Owner”).
7. On January 6, 2021, a Commission Background Investigator emailed NeoGames’ Outside Counsel and notified them that the Commission was going to need the Owner to provide a police clearance from the United Kingdom (UK) and Cyprus as the Owner listed residences in both countries.

8. On April 8, 2021, the Background Investigator emailed the Outside Counsel again requesting an update on the January 6, 2021 request. The Outside Counsel responded that there were delays due to Covid-19 and would update the Commission if the delay continued.
9. On April 11, 2021, the Outside Counsel emailed the Background Investigator and provided that the Owner's residence and citizenship were solely in Israel while also admitting that the Owner has assets in the UK and Cyprus. The Outside Counsel stated that they would provide an update when more information was available.
10. On May 5, 2021, the Outside Counsel emailed the Background Investigator that the Owner was unable to get the police clearances since his residence and citizenship was in Israel. A statement from the Owner was attached swearing he had no criminal history in those countries. The Owner's police clearance for Israel was provided along with a letter stating his citizenship and residence was in Israel.
11. On May 5, 2021, the Commission's Director of Background Investigations responded to the Outside Counsel and provided that this submission was unacceptable. The Director of Background Investigations also provided that the High Commission of Cyprus' website offers a check for those who are not citizens, so it was obvious they made no attempt to obtain the requested clearance.
12. On May 6, 2021, the Outside Counsel responded that they would look into it further..
13. On May 12, 2021, the Outside Counsel emailed the Director of Background Investigations and advised that he could confirm that the Owner had initiated the process for the UK and Cyprus police certificates and would update the Commission when they knew more.
14. On June 2, 2021, the Outside Counsel notified the Commission that the Owner did not qualify to receive a certificate of clear criminal record from Cyprus due to his inability to satisfy the eligibility criteria.
15. On July 14, 2021, the Commission received the Owner's police clearance from the UK.

#### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of NeoGames by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38 and/or 68 IAC. The Commission and NeoGames hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against NeoGames.

NeoGames 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.

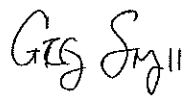
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, NeoGames agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative or judicial review.

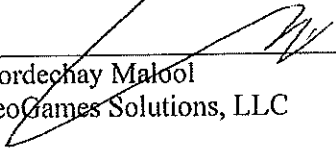
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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.

This Agreement shall be binding upon the Commission and NeoGames.

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

  
\_\_\_\_\_  
Mordechai Malool  
NeoGames Solutions, LLC

9/28/21  
\_\_\_\_\_  
Date

Sept. 26, 2021  
\_\_\_\_\_  
Date