

**ORDER 2022-71
IN RE SETTLEMENT AGREEMENT**

**GAN (UK) LIMITED
22-GAN-02**

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

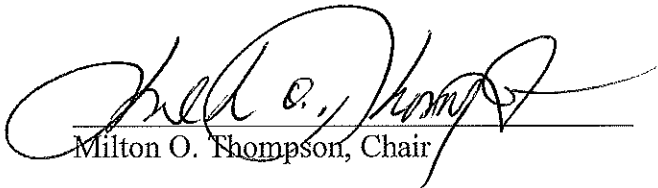
APPROVED

APPROVES OR DISAPPROVES

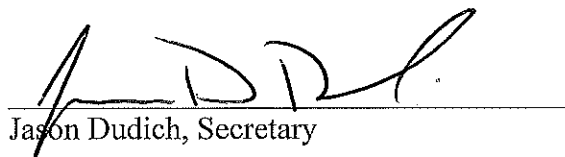
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
GAN (UK) LIMITED) **22-GAN-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and GAN (UK) Limited ("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

COUNT I

1. IC 4-38-5-8 incorporates and applies supplier licensing standards and regulations to sports wagering activities.
2. 68 IAC 2-2-5.3 requires that supplier licensees demonstrate a level of (A) skill;(B) experience; (C) knowledge; and (D) ability necessary to supply the goods or services that the applicant seeks to provide.
3. As a result of malfunctions in GAN provided software, Churchill Downs Interactive Gaming reported variances on the following dates: January 1st, January 28th, January 30th, January 31st, February 18th, February 21st, February 22nd, February 24th and April 18th.

COUNT II

12. 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.
13. 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.
14. 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.
15. On March 1, 2022, the Commission received a separation from service notification through the occupational licensing system from GAN for a Support Analyst, showing a separation date of January 26, 2022. The Commission was not notified in a timely manner.

16. On April 25, 2022, the Commission received a separation from service notification through the occupational licensing system from GAN for a Customer Service Employee, showing a separation date of January 16, 2022. The Commission was not 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 and/or 68 IAC. 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 \$4,500 (\$3,500 for Count I and \$1,000 for Count II) 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.

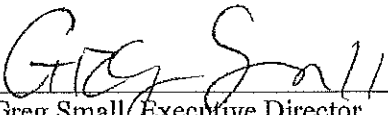
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, GAN agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative 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.

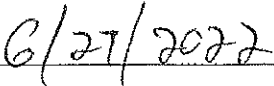
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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. 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.



Greg Small, Executive Director
Indiana Gaming Commission



Date



Tina Robinson
GAN (UK) Limited

June 16, 2022

Date