

**ORDER 2023-69  
IN RE SETTLEMENT AGREEMENT**

**KAMBI GROUP PLC  
d/b/a SPORTS INFORMATION  
SERVICES LIMITED  
23-KAMBI-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 15<sup>th</sup> DAY OF JUNE, 2023.**

**THE INDIANA GAMING COMMISSION:**



Milton Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>KAMBI GROUP PLC</b>	)	<b>23-KAMBI-01</b>
<b>d/b/a SPORTS INFORMATION</b>	)	
<b>SERVICES LIMITED</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Kambi Group PLC d/b/a Sports Information Services Limited (“Kambi”), (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. IC 4-38-9-5 provides that the commission and each certificate holder or vendor shall cooperate with investigations conducted by sports governing bodies or law enforcement agencies, including by providing or facilitating the provision of betting information and audio or video files relating to persons placing wagers. Information shared under this section is confidential.
2. 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.
3. 68 IAC 2-2-6.1(a) provides that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
4. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
5. On January 27, 2023, the Commission’s Director of Background Investigations sent a communication to Kambi notifying them that their statutory 3-year reinvestigation was set to begin and included a listing of the Level 1 licensees that would need to file the PD1-R. The SVP of Regulatory Affairs confirmed receipt of Commission’s email.
6. On January 27, 2023, in addition to the Commission’s reinvestigation request, the Commission requested another confirmation that a Director, who is not licensed,

continued to hold no voting rights. Kambi's Regulatory Counsel previously advised the Commission in a July 2019 email that this Director did not hold any voting rights and was a non-executive Director. Upon review of this email from Kambi's Regulatory Counsel, the Commission determined that the Director did not need to be licensed since she had no voting rights. The Commission wanted to inquire that those facts remained the same and her status had not changed.

7. On March 2, 2023, Kambi's Regulatory Legal Counsel, confirmed via email that the Director did have a voting right with her position but does not get involved in day-to-day management of the company. The Commission responded with the conflicting past email and asked whether the 2019 information was incorrect or if the position had assumed new voting rights. The Commission advised Kambi that if the position had voting rights, the Director would need to file a PD-1 within thirty (30) days, per normal Commission policy.
8. On March 29, 2023, Kambi's Regulatory Legal Counsel responded via email that the Director maintained voting rights the entire time of her Directorship and the information provided to the Commission in 2019 was inaccurate, creating a situation where an individual was unlicensed but should have held a Level 1 license. Kambi attributed the error to a misinterpretation of the Commission's licensing policy. The Director had voting rights for approximately 3.5 years without obtaining a Level 1 license. Neither the Commission nor Commission staff allege that Kambi's Regulatory Counsel intentionally misled the Commission staff in 2019, and Kambi's Regulatory Counsel in 2023 voluntarily disclosed that Kambi's Regulatory Counsel had provided inaccurate information in 2019.

### TERMS AND CONDITIONS

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

Kambi shall pay to the Commission a total of \$10,000 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, Kambi agrees to promptly remit payment in the amount of \$10,000 and 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 Kambi.

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

6/15/2023  
\_\_\_\_\_  
Date

*David Kenyon*

\_\_\_\_\_  
David Kenyon, Chief Financial Officer  
Kambi Group PLC  
08/06/2023

\_\_\_\_\_  
Date