

**ORDER 2021-40
IN RE SETTLEMENT AGREEMENT**

**POINTSBET INDIANA, LLC d/b/a POINTSBET
21-PB-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 23rd DAY OF MARCH, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
POINTSBET INDIANA, LLC) **21-PB-01**
d/b/a POINTSBET)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and PointsBet Indiana, LLC d/b/a PointsBet (“PointsBet”), (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. Chapter 1, Section 16(2) of the Emergency Rules for Sports Wagering defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1 or that has a voluntarily excluded person status as defined under 68 IAC 6-3.
2. 68 IAC 6-3(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11. (b) The internal controls must, at a minimum, address the following: (3) Refuse wagers from and deny gaming privileges to any voluntarily excluded person.
3. PointsBet’s approved internal control procedures, Page 27, Chapter 5, subsection 5.2 provide once the database is updated, existing patrons will not be allowed to log in if they are on the updated list. New patrons will not be allowed to signup if they are on the list.
4. On September 30, 2020, the Commission’s Sports Wagering Division received an incident report from PointsBet’s Senior Director of Compliance and Regulatory Affairs notifying the Commission that prohibited sports wagering participants had been allowed to create an online account and place wagers. Four (4) prohibited sports wagering participants in total were not excluded. One (1) patron was allowed to deposit funds and place one hundred and forty-six (146) wagers. One (1) patron deposited and withdrew funds but did not place any wagers. The other two (2) patrons created an account but did not have any activity on the account.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of PointsBet by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, the Emergency Rules for Sports

Wagering, and/or PointsBet's approved internal control procedures. The Commission and PointsBet hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against PointsBet.

PointsBet shall pay to the Commission a total of \$4,000 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, PointsBet agrees to promptly remit payment in the amount of \$4,000 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 PointsBet.

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

Date

Andrew Walter

Andrew Walter, Senior Director
Compliance and Regulatory Affairs
PointsBet Indiana, LLC.

3/11/2021

Date

Wagering, and/or PointsBet's approved internal control procedures. The Commission and PointsBet hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against PointsBet.

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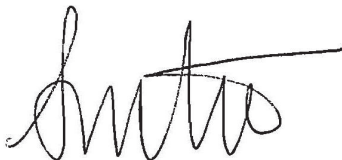
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This Agreement shall be binding upon the Commission and PointsBet.

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

3/23/21

Date

Andrew Walter, Senior Director
Compliance and Regulatory Affairs
PointsBet Indiana, LLC.

Date