

**ORDER 2022-92
IN RE SETTLEMENT AGREEMENT**

**BETFAIR INTERACTIVE US, LLC
d/b/a FANDUEL SPORTSBOOK
22-FD-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
BETFAIR INTERACTIVE US, LLC)	22-FD-02
d/b/a FANDUEL SPORTSBOOK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Betfair Interactive US, LLC d/b/a FanDuel Sportsbook (“FanDuel”), (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. 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.
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 October 4, 2021, the Commission received five (5) separation from service forms from Fan Duel for five (5) Customer Relations employees, showing a separation date of January 1, 2021. The Commission maintains that with respect to four (4) of the employees involved, it was not notified in a timely manner.

COUNT II

5. 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.
6. 68 IAC 2-3-8(b) provides an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license.
7. On October 4, 2021, the Commission’s Assistant Director of Licensing sent an email correspondence to Fan Duel that included a renewal report for occupational licensees. The

renewal report included each licensee that was expiring and also included the date of expiration of each license.

8. On November 3, 2021, the Commission's Assistant Director of Licensing sent an email correspondence to Fan Duel that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and also included the date of expiration of each license.
9. On December 3, 2021, the Commission's Assistant Director of Licensing sent an email correspondence to Fan Duel that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and also included the date of expiration of each license.
10. On January 3, 2022, the Commission's Assistant Director of Licensing sent an email correspondence to Fan Duel that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and also included the date of expiration of each license.
11. A Senior Engineering Manager, a level two (2) licensee, was listed on all four (4) renewal reports. The Senior Engineering Manager's license expired on December 20, 2021. The license was renewed on January 26, 2022. Occupational licensing was shut down from the January 7, 2022, through January 18, 2022, for the launch of LAM. Absent the shutdown period, the Senior Engineering Manager worked on an expired license for twenty-five (25) days.

COUNT III

12. 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.
13. 68 IAC 27-2-11(a) provides a certificate of authority holder, vendor licensee, sports wagering service provider licensee, and a registrant have a continuing duty to maintain suitability for licensure. A license issued under this rule does not create a property right, but is a revocable privilege granted by the state contingent upon continuing suitability for licensure.
13. On June 28, 2021, a Commission Directive was issued to all sports wagering online operators regarding the Prohibited Patron Audits. The directive provided that each online sports wagering operator submit their prohibited patron list to the Commission on a quarterly basis with the following due dates: March 15th, June 15th, September 15th and December 15th.
14. Fan Duel failed to timely submit their prohibited patron audit list to the Commission for the 3rd and 4th quarter of 2021 and the 1st quarter of 2022.

TERMS AND CONDITIONS

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

FanDuel shall pay to the Commission a total of \$6,000 (\$2,000 for Count I, \$1,000 for Count II and \$3,000 for Count III) 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.

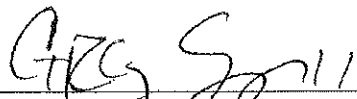
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, FanDuel agrees to promptly remit payment in the amount of \$6,000 and waive all rights to further administrative 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.

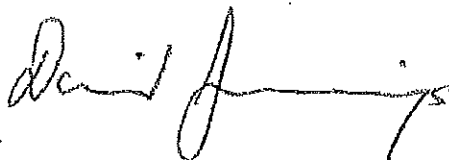
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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

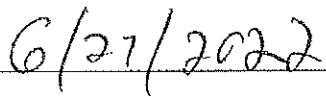
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



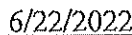
Greg Small, Executive Director
Indiana Gaming Commission



David Jennings
Chief Financial Officer
Betfair Interactive US, LLC d/b/a FanDuel
Sportsbook



Date



Date