

**ORDER 2024-21
IN RE SETTLEMENT AGREEMENT**

**SB TECH MALTA LIMITED
24-SBT-01**

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

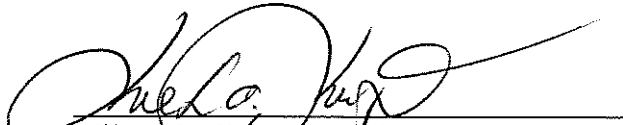
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
SB TECH MALTA LIMITED) **24-SBT-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and SB Tech Malta Limited (“SB Tech”), (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-2-6.1(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
2. 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.
3. The manual for the Commission’s occupational licensing system, LAM, provides guidance on renewing a license including how to submit payment to the Commission for the license renewal. The manual also provides that the Commission will not approve the renewal until payment has been received.
4. On November 28, 2023, SB Tech requested renewal in LAM for three (3) licensees, a Director, a Non-Executive Director and a Del Manager. The Director and Non-Executive Director are level one (1) licensees and the Del Manager is a level two (2) licensee. The Director and Non-Executive Director licenses expired on October 24, 2023. The Del Manager’s license expired on November 1, 2023. SB Tech failed to renew these licenses in a timely manner and allowed the licensees to work on an expired license for approximately thirty (30) to thirty-eight (38) days.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of SB Tech by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and SB Tech hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against SB Tech.

SB Tech shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described 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.

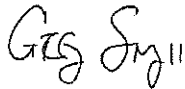
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, SB Tech agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative 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 SB Tech.

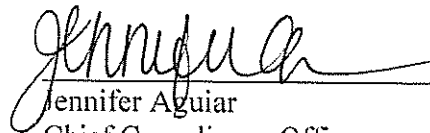
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

2/28/24

Date



Jennifer Aguiar
Chief Compliance Officer
DraftKings, Inc. (Parent company of
SB Tech Malta Limited)



Date