

**ORDER 2020-125  
IN RE SETTLEMENT AGREEMENT**

**SPORTRADAR SOLUTIONS, LLC  
20-SRS-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 23<sup>rd</sup> DAY OF NOVEMBER, 2020.**

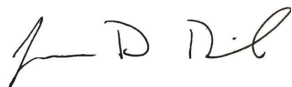
**THE INDIANA GAMING COMMISSION:**



---

Michael B. McMains, Chair

ATTEST:



---

Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**SPORTRADAR SOLUTIONS, LLC** ) **20-SRS-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Sportradar Solutions, LLC (“Sportradar”), (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. 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.
2. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
3. On July 7, 2020, the Commission’s Director of Financial Investigations requested Sportradar to submit Level 1 license application for the Chief Financial Officer within thirty (30) days.
4. On July 31, 2020, outside counsel for Sportradar requested a thirty (30) day extension, which was granted.
5. On September 4, 2020, the Legal Administrative Assistant with the outside counsel contacted the Commission and advised the application was being sent.
6. On September 8, 2020, the Commission received the application.
7. On September 11, 2020, the Commission reviewed the application for the Chief Financial Officer. The application was found to be incomplete and deficient, missing numerous exhibits. The Commission’s Gaming Administrator reached out to the outside counsel to inquire about the missing information. The outside counsel acknowledged that information was missing but they had not been able to compile all the information

required. The Gaming Administrator requested the timeline for when the Commission would receive this information.

8. On September 18, 2020, the outside counsel could not provide when the Commission would receive the information but was hoping to be able to provide it by the end of the following week. The outside counsel offered to send the items that they had obtained. The Commission requested a summary of all of the outstanding items by the end of the following week, or September 25, 2020.
9. On September 25, 2020, the outside counsel provided that the only information still missing was police clearance and, due to the Covid-19 pandemic, this was taking longer to obtain. The application was received by September 26<sup>th</sup> and 29<sup>th</sup>, making it between twenty-one (21) to twenty-four (24) days late.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Sportradar 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 Sportradar's approved internal control procedures. The Commission and Sportradar hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Sportradar.

Sportradar shall pay to the Commission a total of \$2,000 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, Sportradar agrees to promptly remit payment in the amount of \$2,000 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 Sportradar.

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

DocuSigned by:  
  
7989DCAFD6DC48F  
\_\_\_\_\_  
Neale Deeley – Interim MD – US Betting  
Sportradar Solutions, LLC

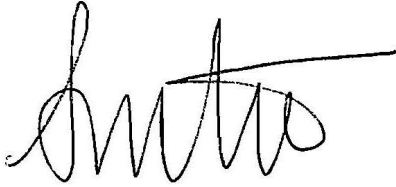
November 17, 2020 | 16:52 CET

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Agreement shall be binding upon the Commission and Sportradar.

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

11/20/20

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jake Williams, Vice President – Legal &  
Regulatory Affairs  
Sportradar Solutions, LLC

\_\_\_\_\_  
Date