

**ORDER 2021-38
IN RE SETTLEMENT AGREEMENT**

**CHURCHILL DOWNS INTERACTIVE GAMING, LLC d/b/a BETAMERICA
21-CDIG-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
CHURCHILL DOWNS INTERACTIVE)	21-CDIG-01
GAMING, LLC d/b/a BETAMERICA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and CDIG Interactive Gaming, LLC d/b/a BetAmerica (“CDIG”), (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. Chapter 2, Section 16(d) of the Emergency Rules for Sports Wagering provide 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 2-3-8(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. On September 8, 2020, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through November 30, 2020 and also included the date of expiration of each license.
4. On October 5, 2020, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through December 31, 2020 and also included the date of expiration of each license.
5. On November 4, 2020, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through January 31, 2021 and also included the date of expiration of each license.
6. On December 3, 2020, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The

renewal report included each licensee that was expiring through February 28, 2021 and also included the date of expiration of each license.

7. On January 4, 2021, the Commission's Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through March 31, 2021 and also included the date of expiration of each license.
8. On February 3, 2021, the Commission's Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through April 30, 2021 and also included the date of expiration of each license.
9. A Regional Interactive Compliance Director, a level two (2) licensee, was listed on all six (6) renewal reports. The Regional Interactive Compliance Director's license expired on November 13, 2020. The Regional Interactive Compliance Director has been working on an expired license for one hundred and seven (107) days.
10. A Head of Sports Promotion, a level two (2) licensee, was listed on five (5) renewal reports. The Head of Sports Promotion's license expired on December 30, 2020. The Head of Sports Promotion has been working on an expired license for sixty (60) days.

COUNT II

11. Chapter 2, Section 16(d) of the Emergency Rules for Sports Wagering provide 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.
12. 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.
13. 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.
14. Between the dates of October 22, 2020 and October 29, 2020, the Commission received a separation of service form for a Sports and Casino Call Center Supervisor, showing a separation date of June 28, 2020. The Commission was not notified in a timely manner.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of CDIG 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 CDIG's approved internal control procedures. The Commission and CDIG

hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against CDIG.

CDIG shall pay to the Commission a total of \$2,500 (\$2,000 for Count I and \$500 for Count II) 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, CDIG agrees to promptly remit payment in the amount of \$2,500 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.

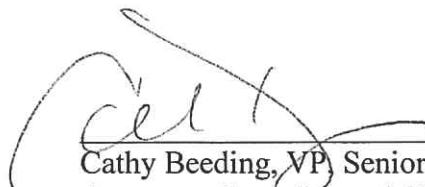
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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

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



Cathy Beeding, VP, Senior Counsel &
Corporate Compliance Officer
CDIG Interactive Gaming, LLC.

3/16/2021

Date

hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against CDIG.

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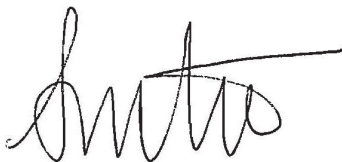
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This Agreement shall be binding upon the Commission and CDIG.

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

Cathy Beeding, VP, Senior Counsel &
Corporate Compliance Officer
CDIG Interactive Gaming, LLC.

Date