

**ORDER 2021-98  
IN RE SETTLEMENT AGREEMENT**

**POWER LEISURE BOOKMAKERS LIMITED  
21-PLBL-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 25<sup>th</sup> DAY OF MAY, 2021.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**POWER LEISURE BOOKMAKERS** ) **21-PLBL-01**  
**LIMITED** )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Power Leisure Bookmakers Limited (“PLBL”), (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 2, Section 2(b)(5) of the Emergency Rules for Sports Wagering provides an application for a sports wagering certificate of authority or vendor license shall include relevant contracts related to the sports wagering activities the applicant will provide.
2. IC 4-38-7-1 provides a person must hold a license issued under this chapter before operating as a sports wagering service provider with a certificate holder, a vendor, or an applicant for a certificate of authority under [IC 4-38-4](#) or a vendor's license.
3. Chapter 2, Section 2(c) provides an application for a sports wagering service provider license shall include the following information:
  - (1) The name, address and legal information of the applicant.
  - (2) A description of all sports wagering services, equipment, devices, and supplies offered for sale or lease by the applicant in connection with sports wagering.
  - (3) Details regarding the corporate form of the applicant.
  - (4) Organizational and ownership charts of the applicant.
  - (5) Disclosure of any criminal, civil, or administrative action brought against the applicant.
  - (6) Description of all other licenses held by the applicant.
  - (7) Information regarding any testing, certifications, or approvals on any component required to provide sports wagering services or products from any authorized independent gaming laboratory or other gaming jurisdictions.
4. On August 11, 2020, the Commission’s Background and Financial Investigations Division was completing a review of Fan Duel’s sports wagering vendor licensing application when it was determined that PLBL was listed as a data provider, however, Fan Duel did not provide any copies of contracts or agreements with PLBL as required by the sports wagering vendor application.

Commission staff corresponded with Fan Duel's Outside Counsel who confirmed that Fan Duel does contract PLBL as a data provider. PLBL provides a data feed to Fan Duel on multiple markets including risk management and pricing/odds.

5. On August 31, 2020, PLBL submitted a Commission Supplier Licensing Inquiry form which provided that PLBL would be doing business with Fan Duel by managing risk associate with sports wagering including setting and adjusting the betting lines and point spreads.
6. On September 1, 2020, PLBL was advised that they would need to hold a Sports Wagering Service Provider license.
7. On February 22, 2021, the Commission's Director of Sports Wagering followed up with Fan Duel on the status of PLBL's licensing application.
8. On February 24, 2021, PLBL submitted the licensing application to the Commission.
9. On March 7, 2021, the Commission issued a temporary sports wagering service provider license to PLBL. PLBL worked without a sports wagering service provider license for at least six (6) months.

### **TERMS AND CONDITIONS**

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

PLBL shall pay to the Commission a total of \$2,500 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, PLBL 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 PLBL.

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  
Indiana Gaming Commission

  
\_\_\_\_\_  
Alex Smith, Sr Director of Regulatory  
Operations  
Betfair Interactive US, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
May 13, 2021  
Date

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\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

5/24/21

\_\_\_\_\_  
Date

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Alex Smith, Director of Legal and  
Regulatory Affairs  
Betfair Interactive US, LLC

\_\_\_\_\_  
Date