

**ORDER 2020-61
IN RE SETTLEMENT AGREEMENT**

**RUSH STREET INTERACTIVE, LP
20-RS-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 10th DAY OF JULY, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
RUSH STREET INTERACTIVE, LP) **20-RS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Rush Street Interactive, LP (“Rush Street”), (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. IC 4-38-5-4(a) provides that a certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission. A certificate holder or vendor may use data selected in a manner approved by the commission to determine whether a wager is a winning wager.
2. Chapter 7, Section 1(a) and (b) of the Emergency Rules for Sports Wagering provides that before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director’s designee. The sports wagering operator shall provide notice to the executive director or the executive director’s designee and such notice shall include the name of the sport’s governing body and a description of its policies and procedures regarding event integrity. The commission reserves the right to prohibit the acceptance of any wagers, and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the state.
(b) The commission will post approved event categories to its website.
3. On July 23, 2019, the Commission issued a directive on approved events for sports wagering which indicated that collegiate events shall be limited to NCAA Division I sports.
4. On November 6, 2019, the Commission’s Director of Sports Wagering and Paid Fantasy Sports (the “DSW”) requested that the Gaming Agent Assistant Supervisor at French Lick conduct an audit investigation regarding a Division II Men’s College Basketball Game being offered for wagering in Indiana retail and mobile platforms. The DSW had identified that a Division II Men’s College Basketball game had been offered on at least one platform.

5. On November 9, 2019, it was discovered that Kambi Group PLC D/B/A Sports Information Services Limited (Kambi), the sports book provider for Rush Street, had offered four (4) men's college basketball games that included a non-division I team. The four games offered on the Kambi platform were as follows: 1) TCU Horned Frogs (Division I) vs Southwestern Pirates (Division III); 2) LIU Post Pioneers (Division II) vs Rhode Island Rams (Division I); 3) Howard Bison (Division I) vs Washington Adventist Shock (Division II); and 4) Florida National Conquistadors (Division II) vs North Florida Ospreys (Division I).
6. On November 12, 2019, Kambi's Head Sportsbook Controller notified the DSW that Kambi had offered Division II and Division III events across all platforms offered by Kambi.
7. On December 13, 2019, the Commission's Sports Wagering Investigator was notified that unapproved events had been offered across the Kambi platform. The following NCAA football games were offered: 1) Muhlenberg Mules vs North Central Cardinals, a NCAA Football Division III play-off semifinal; 2) Slippery Rock vs Minnesota State Mankato Mavericks, a NCAA Football Division II play-off semifinal; 3) Wisconsin Whitewater Warhawks vs St. Johns Johnnies, a NCAA Football Division III play-off semifinal; and 4) Ferris State Bulldogs vs West Florida, a NCAA Football Division II play-off semifinal.

TERMS AND CONDITIONS

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

Rush Street shall pay to the Commission a total of \$4,000 and ensure that all wagers placed on all unapproved events, which are capable of being voided, are voided and the voided online wagers are returned to the player 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, Rush Street agrees to: 1) promptly remit payment in the amount of \$4,000; 2) ensure that all wagers placed on all unapproved events, which are capable of being voided, are voided and the voided online wagers are returned to the player; and 3) 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 Rush Street.

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

DocuSigned by:
Richard Schwartz
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Richard Schwartz, President
Rush Street Interactive, LP
08-May-2020

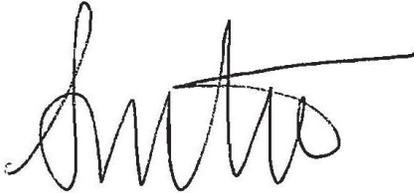
Date

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This Agreement shall be binding upon the Commission and Rush Street.

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

6/24/20

Date

Richard Schwartz, President
Rush Street Interactive, LP

Date