

**ORDER 2023-129
IN RE SETTLEMENT AGREEMENT**

**SB TECH MALTA LIMITED
23-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 15th DAY OF SEPTEMBER, 2023.

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)	23-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. IC 4-33-7-8(a) provides unless a supplier's license is suspended, expires, or is revoked, the supplier's license may be renewed annually upon:
(1) the payment of a seven thousand five hundred dollar (\$7,500) annual renewal fee; and (2) a determination by the commission that the licensee is in compliance with this article.
2. IC 4-33-7-8(b) provides the holder of a supplier's license shall undergo a complete investigation every three (3) years to determine that the licensee is in compliance with this article.
3. 68 IAC 2-2-9(a) provides all supplier licensees have a continuing duty to maintain suitability for licensure. A supplier's license does not create a property right, but is a revocable privilege granted by the state contingent upon continuing suitability for licensure.
4. 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.
5. 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.
6. On March 31, 2023, the Commission’s Director of Financial Investigations reached out to SB Tech advising them that their supplier license reinvestigation

applications would be due within thirty (30) days unless an extension was requested and approved by the Commission. As a result, the applications were initially due on April 30, 2023. SB Tech confirmed receipt of this information.

7. On April 4, 2023, SB Tech requested an extension for one (1) of the PD1s. The Commission granted the extension until May 15, 2023.
8. On April 27, 2023, SB Tech requested an extension for all of the SB Tech PD1 applications as well as for the company application.
9. On April 28, 2023, the Commission approved the extension request. As a result, the new due date for all of the applications was May 30, 2023.
10. On June 27, 2023, the Commission requested the status of the reinvestigation applications. SB Tech advised that the applications had been uploaded to the shared folder on May 30th and May 31st, 2023. The Commission requested proof of such and proof of payment of applicable fees. SB Tech advised that payment and the upload of the applications were completed on May 30, 2023 but no notification was sent to Commission.
11. On June 30, 2023, the Commission advised SB Tech that three (3) of the PD1 reinvestigation applications contained a deficiency and identified one (1) exhibit in each application that required additional information.
12. On July 7, 2023, SB Tech advised that the deficient items had been uploaded to the shared folder.
13. The three (3) PD1 reinvestigation applications that contained deficiencies were not completed until July 7th.

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 \$4,500 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 \$4,500 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 SB Tech.

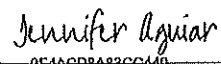
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/12/2023

Date

DocuSigned by:


OF-4A6DBA83CC440...
Jennifer Aguiar
Chief Compliance Officer
DraftKings, Inc. (Parent company of
SB Tech Malta Limited)
9/8/2023 | 09:04 PDT

Date