

**ORDER 2023-189
IN RE SETTLEMENT AGREEMENT**

**POINTSBET INDIANA, LLC
d/b/a POINTSBET
23-PB-03**

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 11th DAY OF DECEMBER, 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
POINTSBET INDIANA, LLC)	23-PB-03
d/b/a POINTSBET)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and PointsBet Indiana, LLC d/b/a PointsBet (“PointsBet”), (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 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
2. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
3. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
4. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
5. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
6. On June 22, 2023, Gaming Agents conducted a quarterly audit of the prohibited participant list for PointsBet. The results of the audit determined that there were three (3) discrepancies. On the first discrepancy, a prohibited participant had an active account for approximately six (6) months due to a first name discrepancy. For an account to be identified, it must be a perfect match for first name, last name and DOB. This account was not self-reported by PointsBet through the audit. The Gaming Agent performing the

audit discovered this account by chance. The second and third discrepancies were two (2) omissions that were not present on the state self-exclusion list upon transmission to PointsBet on May 25, 2023. These two self-excluded individuals were included on the June 2, 2023 self-exclusion list and were ingested into PointsBet system at that time. PointsBet provided a self-exclusion list to the IGC on June 15, 2023 that in error did not have the June 2, 2023 data for these individuals.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of PointsBet by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, and/or PointsBet's approved internal control procedures. The Commission and PointsBet hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against PointsBet.

PointsBet shall pay to the Commission a total of \$1,000 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, PointsBet agrees to promptly remit payment in the amount of \$1,000 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 PointsBet.

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

Greg Small

Greg Small, Executive Director
Indiana Gaming Commission

Rachel Kasper

Rachel Kasper, Chief Legal &
Compliance Officer - US
PointsBet Indiana, LLC d/b/a PointsBet

11/28/23
Date

November 27, 2023
Date