

**ORDER 2023-25  
IN RE SETTLEMENT AGREEMENT  
CROWN IN GAMING LLC d/b/a DRAFTKINGS  
23-DK-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 9<sup>th</sup> DAY OF MARCH, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Milton O. Thompson, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CROWN IN GAMING LLC</b>	)	<b>23-DK-01</b>
<b>d/b/a DRAFTKINGS</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Crown IN Gaming LLC d/b/a DraftKings ("DraftKings") (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 27-12-4(1)(A) provides that in order to establish a sports wagering account, a sports wagering operator shall create an electronic patron file, which shall include at a minimum, the patron's legal name.
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 27-1-2(16)(B & C) 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).
4. 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.
5. 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.
6. 68 IAC 6-3-3(b) provides the VEP is confidential, and the names of voluntarily excluded persons may be disseminated only to a casino licensee for purposes of enforcement or to another entity designated by statute.
7. DraftKings approved internal control procedures describe the process for initiating a sports wagering account, KYC procedures and prohibited sports wagering participants.

8. On November 28, 2022, the Commission's Sports Wagering Division requested the wagering activity from November 3, 2021, through November 28, 2022, for a prohibited participant who alleged that he was able to place wagers in December 2021 despite being on the exclusion list.
9. On December 1, 2022, DraftKings responded and provided that the prohibited participant was able to place wagers in December 2021. The prohibited participant had previously signed up for an account on October 26, 2019, prior to becoming a prohibited participant with the Commission. When he signed up, he used an abbreviated version of his first name instead of his full legal name. When DraftKings was notified of the prohibited participant's enrollment on November 5, 2021, DraftKings used matching rules that relied on an exact match of first name + last name + date of birth which allowed the prohibited participant to gamble on the account that used a partial first name.
10. The prohibited participant's wagering activity showed that he was able to place twelve (12) wagers on December 3, 2021, and December 4, 2021, totaling \$965.98.
11. On December 15, 2022, while investigating this incident, Commission staff became aware that DraftKings disclosed the name of a prohibited participant to another patron. In corresponding with a customer whose account was account flagged for self-exclusion, DraftKings notified the customer that the account was restricted due to a wagering prohibition for a named individual who, while sharing the same last name, was ultimately determined not to be the owner of the account. The names of Voluntary Exclusion Program and the Internet Self-Restriction Program participants shall remain confidential.

### **TERMS AND CONDITIONS**

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

DraftKings shall pay to the Commission a total of \$5,000 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.

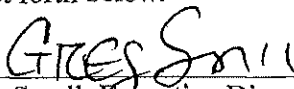
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, DraftKings agrees to promptly remit payment in the amount of \$5,000 and waive all rights to further administrative or judicial review.

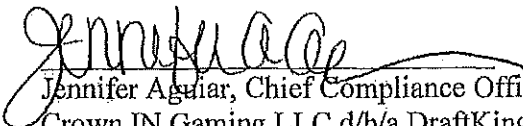
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 DraftKings.

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

  
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Greg Small, Executive Director  
Indiana Gaming Commission

  
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Jennifer Aguiar, Chief Compliance Officer  
Crown IN Gaming LLC d/b/a DraftKings

3/7/2023  
Date

2/07/2023  
Date