

**ORDER 2021-171
IN RE SETTLEMENT AGREEMENT
CHURCHILL DOWNS INTERACTIVE
GAMING, LLC d/b/a CDIG
21-CDIG-02**

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

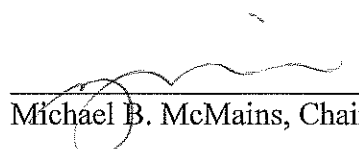
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

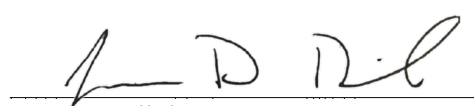
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CHURCHILL DOWNS INTERACTIVE)	21-CDIG-02
GAMING, LLC d/b/a CDIG)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Churchill Downs Interactive Gaming, LLC d/b/a TwinSpires (“CDIG”), (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

COUNT I

1. 68 IAC 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
2. 68 IAC 2-3-8(b) provides an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license.
3. On January 4, 2021, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through March 31, 2021 and also included the date of expiration of each license.
4. On February 3, 2021, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through April 30, 2021 and also included the date of expiration of each license.
5. On March 3, 2021, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through May 31, 2021 and also included the date of expiration of each license.
6. On April 5, 2021, the Commission’s Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through June 30, 2021 and also included the date of expiration of each license.

7. On May 3, 2021, the Commission's Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through July 31, 2021 and also included the date of expiration of each license.
8. On June 3, 2021, the Commission's Gaming Administrator sent an email correspondence to CDIG that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring through August 31, 2021 and also included the date of expiration of each license.
9. A Security Engineer, a level two licensee, was listed on all six (6) renewal reports. The Security Engineer's license expired on March 31, 2021. The Security Engineer worked on an expired license for seventy (70) days. The license was renewed on June 9, 2021.
10. A Sports & Casino Call Center Assistant Supervisor, a level two licensee, was listed on five (5) renewal reports. The Sports & Casino Call Center Assistant Supervisor's license expired on March 4, 2021. The Sports & Casino Call Center Assistant Supervisor worked on an expired license for seventy-one (71) days. The license was renewed on May 14, 2021.

COUNT II

11. 68 IAC 27-2-11 provides (a) a certificate of authority holder, vendor licensee, sports wagering service provider licensee, and a registrant have a continuing duty to maintain suitability for licensure. A license issued under this rule does not create a property right, but is a revocable privilege granted by the state contingent upon continuing suitability for licensure. (b) The sports wagering operators, sports wagering service providers, and registrant applicants are responsible for the following: (1) Ensuring that all aspects of the sports wagering operation are conducted in accordance with IC 4-33, IC 4-35, IC 4-38, 68 IAC, directives of the commission, applicable internal controls of the sports wagering operator, and all other state, federal, and local laws.
12. 68 IAC 27-12-3(b) provides patrons must be provided with an easy and obvious method to impose limitations for wagering parameters, including, but not limited to, deposits, wagers, time-based limitations and a patron option to decline the ability to cancel a pending withdrawal request. The self-imposed limitation method must provide the following functionality: (1) Upon receiving any self-imposed limitation order, the sports wagering operator must ensure that all specified limits are correctly implemented immediately or at the point in time that was clearly indicated to the patron. (2) The self-imposed limitations set by a patron must not override more restrictive operator imposed limitations. The more restrictive limitations must take priority. (3) Once established by a patron and implemented by the sports wagering system, it must only be possible to reduce the severity of self-imposed limitations upon twenty-four (24) hour notice, or as required by the commission. (4) Self-imposed limitations must not be compromised by internal status events, such as self-imposed exclusion orders and revocations.

13. CDIG's approved internal control procedures, 12.1, describe the procedures for Responsible Gaming.
14. On March 18, 2021, the GAN database team identified an issue with pending wager limits during migration testing. The responsible gaming weekly wager limits to increase and decrease were not updating properly. When players attempted to change their weekly wager limit, an error message appeared, stating "approve/cancel decision required." Players subsequently received an email notification of the change; however, the new limit period was not applied to the account.
15. CDIG was unaware of the issues until April 24, 2021 when CDIG customer service was contacted regarding players who were unable to adjust their limits. GAN initially believed this to be a single player issue, however, upon further investigation, it was determined that this was a more widespread issue.
16. GAN investigated and confirmed that the issue was not only impacting migrated players but newly registered players as well. Upon further analysis, the Post-Incident Review Team identified that players were able to decrease their weekly wager limits but were unable to raise their limits.
17. On June 3, 2021, an emergency fix was deployed to resolve this issue.

TERMS AND CONDITIONS

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

CDIG shall pay to the Commission a total of \$4,500 (\$2,000 for Count I and \$2,500 for Count II) 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, CDIG 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 CDIG.

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



Greg Small, Executive Director
Indiana Gaming Commission

9/28/21

Date



Lou Frascogna, Senior Counsel &
Corporate Compliance Officer
CDIG Interactive Gaming, LLC.

9/24/21

Date