

**ORDER 2021-177
IN RE SETTLEMENT AGREEMENT**

**RUSH STREET INTERACTIVE, LLC
d/b/a BETRIVERS
21-RS-03**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

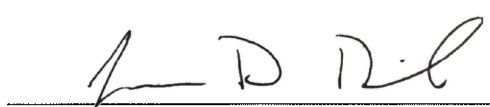
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
RUSH STREET INTERACTIVE, LLC)	21-RS-03
d/b/a BETRIVERS)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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

COUNT I

1. 68 IAC 2-2-6.1(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(2)(C) requires the occupational licensee to notify the Commission when the occupational licensee transfers to another position.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On December 21, 2020, a Directive was issued by the Commission on Sports Wagering Occupational Licensing and provided the following: Each sports wagering vendor must provide the following updates to the IGC on a quarterly basis: a. Changes to the sports wagering vendor’s Indiana operation organizational chart; b. Each licensee and applicant’s title must be reflected on the sports wagering vendor’s current organizational charts. This will be reviewed quarterly and any discrepancies must be resolved; c. Changes to any job title that is staffed by occupational licensees; and d. In order to maintain accurate IGC records, any occupational licensing update requirement that was outlined in Section V(C)(1), above. 2. Submissions must be made to OccLic@igc.in.gov on or before the 15th day following the close of each quarter. Quarters are as follows: Quarter 1, January – March; Quarter 2, April – June; Quarter 3, July – September; and Quarter 4, October – December.
5. On July 15, 2021, Rush Street submitted a change of position form for a Chief Information Officer. The date of the position change took place on February 26, 2020. This change occurred prior to the new directive and the Commission should have been notified fifteen (15) days from the time of the position change.

6. On July 15, 2021, Rush Street submitted a change of position form for the Risk and Payments Manager becoming the Director of Risk and Payments. The date of the position change took place in December 2019. This change occurred prior to the new directive and the Commission should have been notified fifteen (15) days from the time of the position change.
7. On September 23, 2021, Rush Street submitted a change of position form for a Director of Product Management becoming the Vice President of Product Management. The date of the position change took place in January 2020. This change occurred prior to the new directive and the Commission should have been notified fifteen (15) days from the time of the position change.

COUNT II

8. 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.
9. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
10. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
11. On July 15, 2021, the Commission received a separation from service form from Rush Street for a Player Support Agent, showing a separation date of April 5, 2021. The Commission was not notified in a timely manner.

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, 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 \$3,000 (\$2,500 in Count I and \$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, Rush Street agrees to promptly remit payment in the amount of \$3,000 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 Rush Street.


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

9/29/2021

Date

DocuSigned by:

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Richard Schwartz, President
Rush Street Interactive, LP

27-Sep-2021

Date