

**ORDER 2022-44  
IN RE SETTLEMENT AGREEMENT**

**BETMGM, LLC  
d/b/a ROAR DIGITAL  
22-ROAR-01**

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

**APPROVED**

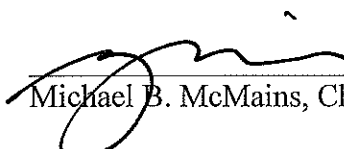
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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2022.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

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

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BETMGM, LLC</b>	)	<b>22-ROAR-01</b>
<b>d/b/a ROAR DIGITAL</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and BetMGM, LLC d/b/a Roar Digital (“Roar Digital”), (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 that 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 October 4, 2021, the Commission’s Assistant Director of Licensing sent an email correspondence to Roar Digital that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and the date of expiration of each license.
4. On November 3, 2021, the Commission’s Assistant Director of Licensing sent an email correspondence to Roar Digital that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and the date of expiration of each license.
5. On December 3, 2021, the Commission’s Assistant Director of Licensing sent an email correspondence to Roar Digital that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring and the date of expiration of each license.
6. On January 3, 2022, the Commission’s Assistant Director of Licensing sent an email correspondence to Roar Digital that included a renewal report for occupational licensees. The renewal report included each licensee that was expiring included the date of expiration of each license.

7. Five (5) Sportsbook Admin's, level two (2) licensees, were listed on all four (4) renewal reports. All licenses expired on December 31, 2021. Four (4) licenses were renewed on January 21, 2022, and one (1) license was renewed on January 28, 2022. Occupational licensing was shut down from the January 7, 2022, through January 18, 2022, for the launch of LAM. Absent the shutdown period, four (4) licensees worked on an expired license for nine (9) days and one (1) licensee worked on an expired license for ten (10) days.

## COUNT II

8. 68 IAC 27-2-16(a) provides all key persons and substantial owners of a sports wagering operator applicant must obtain a Level 1 occupational license.
9. 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.
10. 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.
11. 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.
12. On June 11, 2021, Roar Digital's Legal Counsel notified the Commission that a new individual would be joining Roar Digital as its Chief Strategy, Innovation and Technology Officer, and that he would be appointed to Roar Digital's Board on or about July 6, 2021. In the notification, it provided that all required application forms would be filed within thirty (30) days after his appointment, making the application due on August 6, 2021.
13. On September 16, 2021, the Commission received the PD1 application. The Commission did not receive any extension requests. The PD1 was forty-one (41) days late.
14. On September 17, 2021, the Commission issued a temporary license.

## COUNT III

15. 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).

16. 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.
17. 68 IAC 6-3(b)(3) provides each casino licensee and casino license applicant shall establish internal control procedures for refusing wagers from and denying gaming privileges to any voluntarily excluded person.
18. Roar Digital's approved internal control procedures, Section 11, describes the procedures for prohibited participants.
19. The Commission's Sports Wagering Division performed a prohibited participant audit for Roar Digital. The results of this audit found 845 errors. All of these prohibited participants were not restricted from creating an account and wagering. The Responsible Gaming Manager from Roar Digital acknowledged that the list of prohibited participants was not uploaded to the platform.

#### **TERMS AND CONDITIONS**

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

Roar Digital shall pay to the Commission a total of \$63,938 (\$5,000 for Count I, \$5,000 for Count II, \$53,938 for Count III) 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, Roar Digital agrees to promptly remit payment in the amount of \$63,938 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 Roar Digital.

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

Sarah Brennan  
\_\_\_\_\_  
Sarah Brennan, Director of Compliance  
Bet MGM, LLC d/b/a Roar Digital

March 1, 2022

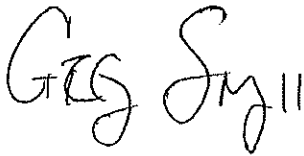
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Date

\_\_\_\_\_  
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\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

3/8/22

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sarah Brennan, Director of Compliance  
Bet MGM, LLC d/b/a Roar Digital

\_\_\_\_\_  
Date