

**ORDER 2022-94
IN RE SETTLEMENT AGREEMENT
PENN SPORTS INTERACTIVE, LLC
d/b/a BARSTOOL SPORTSBOOK
22-PSI-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 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
PENN SPORTS INTERACTIVE, LLC)	22-PSI-02
d/b/a BARSTOOL SPORTSBOOK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Penn Sports Interactive, LLC d/b/a Barstool Sportsbook ("PSI"), (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 27-1-2(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 27-5-2 provides each sports wagering operator shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
4. 68 IAC 27-5-2(F) provides the internal controls must, at a minimum, address that the sports wagering operator must prevent wagers from any prohibited sports wagering participant.
5. PSI's approved internal control procedures, Section 10, describes the procedures for the compulsive problem gambling plan.
6. The Commission performed a prohibited participant audit for PSI. The results of this audit found four (4) prohibited participant omissions. Three (3) prohibited individuals did not have active accounts and one (1) prohibited individual did sign-up for an account on October 10, 2021 and was able to deposit \$100.00. All four accounts were immediately corrected to prohibit any further account creation or activity.

COUNT II

7. 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.
8. 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.
9. 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.
10. On February 8, 2022, the Commission received a separation from service notification through the occupational licensing system from PSI for a SRE DevSev Ops, showing a separation date of June 24, 2021. The Commission was not notified in a timely manner.

COUNT III

11. 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.
12. 68 IAC 2-3-1(c)(1) provides a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat must hold an occupational license.
13. 68 IAC 2-3-1(f) provides an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
14. On April 8, 2022, the Commission was notified by PSI that they had terminated one (1) licensee, a Senior Android Developer, in error and were requesting to reinstate this license.
15. On February 10, 2022, the Senior Android Developer's license was terminated. The Senior Android Developer worked for fifty-eight (58) days without a license. The Commission was notified by PSI the Senior Android Developer was not properly licensed and approved only two (2) releases relating to Indiana, both of which were authorized by the VP, Engineering, who holds a temporary PD-1 in Indiana and is ultimately responsible for all platform releases.

TERMS AND CONDITIONS

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

PSI shall pay to the Commission a total of \$2,500 (\$1,000 for Count I, \$500 for Count II and \$1,000 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, PSI agrees to promptly remit payment in the amount of \$2,500 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.

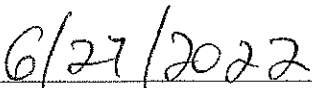
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 PSI.


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



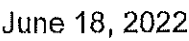
Greg Small, Executive Director
Indiana Gaming Commission



Date



Rhea Loney, VP of Compliance &
Regulatory Affairs
Penn Sports Interactive, LLC d/b/a Barstool
Sportsbook



Date