

**ORDER 2022-99
IN RE SETTLEMENT AGREEMENT**

**CROWN IN GAMING LLC
d/b/a DRAFTKINGS
22-DK-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
CROWN IN GAMING LLC)	22-DK-02
d/b/a DRAFTKINGS)	

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

COUNT I

1. 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.
2. On February 7, 2022, a Gaming Agent was notified that DraftKings experienced an error which delayed the processing of user deposits made with PayWithMyBank/Trustly. PayWithMyBank/Trustly is an ACH deposit method. The error caused a delay in transactions being posted to patron’s accounts, which resulted in one (1) user temporarily exceeding the self-imposed deposit limits.

COUNT II

3. 68 IAC 27-12-11(a) provides a patron must be allowed to withdraw the funds maintained in the patron's account, whether such account is open or closed.

4. On February 8, 2022, Gaming Agents were notified by DraftKings that they were experiencing issues in which some patrons were unable to input cent amounts in withdrawal requests, which prevented some patrons from being able to withdraw the full balance of their accounts.
5. On February 8, 2022, DraftKings corrected the code change which prevented patrons from entering cent amounts and thus withdrawing the full balance of their accounts.

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 \$2,000 (\$1,000 for Count I and \$1,000 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, DraftKings agrees to promptly remit payment in the amount of \$2,000 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.

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

06/27/2022
Date

Karl Gambin
Karl Gambin, Director of Regulatory
Operations
Crown IN Gaming LLC d/b/a DraftKings

06/22/2022
Date