

**ORDER 2024-91  
IN RE SETTLEMENT AGREEMENT**

**CROWN IN GAMING LLC  
d/b/a DRAFTKINGS  
24-DK-01**

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

**APPROVED**

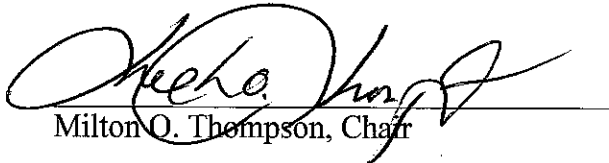
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APPROVES OR DISAPPROVES

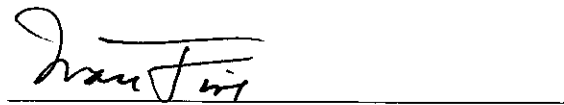
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20<sup>th</sup> DAY OF JUNE, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CROWN IN GAMING LLC</b>	)	<b>24-DK-01</b>
<b>d/b/a DRAFTKINGS</b>	)	

**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**

1. IC 4-38-5-9 provides that the commission shall determine the occupations related to sports wagering that require an occupational license. IC 4-33-8 applies to the conduct of sports wagering under this article.
2. 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.
3. 68 IAC 2-3-1 provides criteria for the positions required to hold a license.
4. 68 IAC 27-2-11(b)(1) provides that sports wagering operators are responsible for 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.
5. In February 2023, the Commission issued an update to the Supplier and Sports Wagering Vendor Licensing Guidance manual which provides requirements on licensing.
6. On August 17, 2023, the Commission received a separation from service form from DraftKings for a Customer Experience Associate-Sportsbook, showing a separation date of August 17, 2023.
7. On August 23, 2023, the Customer Experience Associate-Sportsbook was rehired with DraftKings.
8. On January 12, 2024, DraftKings notified the Commission that the Customer Experience Associate-Sportsbook was re-hired. DraftKings provided that the Customer Service Associate-Sportsbook did not work on any Indiana-related work between August 17,

2023, when the license was terminated in LAM, and January 12, 2024 and that the employee did not change positions during the time period.

9. On January 16, 2024, the Commission advised DraftKings that the Customer Experience Associate-Sportsbook would be required to file a new application since they had surpassed the licensure reinstatement period.
10. On January 26, 2024, the Commission followed up on the status of the application.
11. On January 30, 2024, the Commission received the application and payment, but DraftKings failed to provide the fingerprints for the applicant.
12. On February 19, 2024, the Commission requested information on the status of the fingerprints. DraftKings advised that the employee was out of office dealing with a family emergency but once he was back, they would send the tracking for his fingerprints.
13. On February 23, 2024, the Commission received the fingerprint cards and was able to process the license.
14. The Customer Experience Associate-Sportsbook held a licensed position without licensure for 184 days.

### **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's 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 \$1,500 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 \$1,500 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*

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Greg Small, Executive Director  
Indiana Gaming Commission

6/13/24

\_\_\_\_\_  
Date

*Jennifer Aguiar*

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Jennifer Aguiar, Chief Compliance Officer  
DraftKings, Inc. (parent company of Crown  
IN Gaming LLC d/b/a DraftKings)

6/11/2024

\_\_\_\_\_  
Date