

**ORDER 2024-94  
IN RE SETTLEMENT AGREEMENT**

**BETMGM, LLC  
d/b/a ROAR DIGITAL  
24-ROAR-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

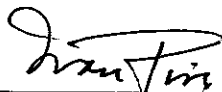
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20th DAY OF JUNE 2024.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Milton Thompson, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BETMGM, LLC</b>	)	<b>24-ROAR-02</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 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. The manual for the Commission’s occupational licensing system, LAM, provides guidance on renewing a license including how to submit payment to the Commission for the license renewal. The manual also provides that the Commission will not approve the renewal until payment has been received.
4. On November 10, 2023, Roar Digital requested renewal in LAM for seven (7) licensees, one (1) Real Time Trading Analyst, and six (6) Risk & Fraud Associates, all level two (2) licensees. All licenses expired on January 9, 2024. Roar Digital failed to renew these licenses in a timely manner and allowed the licensees to work on an expired license for approximately fifty-two (52) days.

**COUNT II**

5. 68 IAC 27-1-2(16)(B & C) 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).

6. 68 IAC 27-5-2(2)(F) provides prior to beginning sports wagering operations, a sports wagering operator must submit for approval under 68 IAC 11 internal controls for procedures to prevent wagering by prohibited sports wagering participants.
7. Roar Digital's approved internal control procedures describe the process restricting prohibited participants.
8. On February 2, 2024, Roar Digital self-reported a violation where a prohibited participant was able to gain access to their platform and place wagers.
9. On January 11, 2024, Roar Digital's Technical team made their Responsible Gaming team aware that a self-excluded individual may have an active account due to their migration to the single account-single wallet ("SASW"). Upon receiving this report, the Responsible Gaming team conducted an investigation and determined that one (1) prohibited participant was able to create an account. The prohibited participant created the account on October 25, 2023, and the account was closed upon this discovery on January 11, 2024. The prohibited participant deposited \$310, placed \$443.33 in wagers and withdrew \$107.50.
10. Prior to SASW, each jurisdiction had an individual self-exclusion database that would only block accounts of self-excluded individuals in that jurisdiction. The SASW migration required all the records for each self-exclusion list to be brought into one single database, in order to effectuate Roar Digital's internal policy of excluding individuals in all jurisdictions, who exclude in one (1) jurisdiction. During the migration, the record for the prohibited participant did not migrate properly, due to an upload error and thus, the individual was able to create a Roar Digital account in Indiana after the SASW migration.

### 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 \$7,500 (\$5,000 for Count I and \$2,500 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, Roar Digital agrees to promptly remit payment in the amount of \$7,500 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.

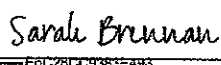
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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

6/20/2024  
\_\_\_\_\_  
Date

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

6/18/2024  
\_\_\_\_\_  
Date