

**BEFORE THE CASINO CONTROL COMMISSION  
STATE OF OHIO**

<b>IN THE MATTER OF</b>	:	
	:	<b>Case No. 2024-SGR-001</b>
<b>Crown OH Gaming, LLC,</b>	:	
<b>Sports Gaming Violations.</b>	:	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between Crown OH Gaming, LLC (“DraftKings”) and the Ohio Casino Control Commission (“Commission”) for the purpose of resolving Commission Case No. 2024-SGR-001. Together, DraftKings and the Commission are referred to as “the parties.”

**WHEREAS**, the Commission is responsible for the administration and enforcement of R.C. Chapters 3772 and 3775 and the rules adopted thereunder, which regulate the conduct of sports gaming in the State of Ohio;

**WHEREAS**, DraftKings is a Mobile Management Services Provider (“MMSP”) and Management Services Provider (“MSP”) Licensee in Ohio;

**WHEREAS**, the Commission, pursuant to its authority to regulate, investigate, and penalize MMSP or MSP licensees, discovered violations of Ohio law;

**WHEREAS**, as a result of these discoveries, the Commission issued a Notice of Violation and Opportunity for Hearing (“Notice”), dated June 14, 2024, to DraftKings, pursuant to and in accordance with R.C. Chapters 119, 3772, and 3775 and Ohio Adm.Code Chapters 3775-1 and 3775-4;

**WHEREAS**, the Commission procedurally complied with R.C. Chapters 119, 3772, and 3775 and established jurisdiction over these matters;

**WHEREAS**, DraftKings timely requested a hearing on Commission Case No. 2024-SGR-001 and no hearings on these matters have been held; and

**WHEREAS**, Commission Case No. 2024-SGR-001 have not yet been brought before the Commission for final adjudication, as required by R.C. Chapters 119, 3772, and 3775, and the parties enter this Agreement in lieu of further hearings or the issuance of a final adjudicatory order by the Commission.

**NOW THEREFORE**, in consideration of the mutual promises expressed herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and with intent to be legally bound, the parties **AGREE** as follows:

1. DraftKings Admissions
  - A. Commission staff discovered incidents that violated Ohio law.
  - B. As a result, the Commission issued the Notice, Case No. 2024-SGR-001 providing DraftKings with an opportunity for a hearing to contest the allegations.
  - C. Sports Gaming Violations:
    - i. Between March 14, 2024, and March 19, 2024, DraftKings accepted bets on individual collegiate athlete performance (proposition bets), a sports gaming event or wager type that was not approved by the Commission at the time the wagers were accepted, in violation of Ohio Adm.Code 3775-11-01(A).
    - ii. Between January 1, 2023, and March 5, 2024, DraftKings allowed deposit-enabled sports gaming accounts to be funded through an unapproved method, in violation of Ohio Adm.Code 3775-16-03(E)(1).
2. The Commission acknowledges that DraftKings undertook the following remediation measures after being notified of the events described in Paragraph 1(C):
  - A. With respect to Paragraph 1(C)(i), DraftKings:
    - i. Disabled the relevant individual collegiate athlete proposition markets in Ohio, upon realizing DraftKings did not remove these markets prior to March 1, 2024.
    - ii. Performed an additional review of individual collegiate athlete proposition markets, including individual collegiate athlete proposition markets that had not been previously offered by DraftKings in Ohio, to ensure all individual collegiate athlete proposition markets had been removed.
    - iii. Voided all non-winning wagers on the offered market for individual collegiate athletes and returned the wagered amount to Ohio patrons.
  - B. With respect to Paragraph 1(C)(ii), DraftKings:

- i. Disabled the relevant deposit method in Ohio upon being informed that an unapproved deposit method was available in Ohio.
  - ii. Performed a compliance assurance review of all other deposit methods being offered in Ohio.
  - iii. Implemented alerting designed to trigger an internal notification if a deposit is accepted in Ohio using a method that is not identified as approved.
  - iv. Added monthly compliance assurance testing related to deposit methods for Ohio.
  - v. Added additional quality assurance review related to deposit methods during pre-launch and post-launch compliance validation testing for new markets.
3. Pursuant to this Agreement, Commission Case No. 2024-SGR-001 is **ADMINISTRATIVELY CLOSED**.
4. The admissions contained in Paragraph 1 of this Agreement by themselves will not be a basis for future action against DraftKings, but do not limit the authority of the Commission to investigate, enforce, or penalize DraftKings for other violations of Ohio law. The Commission makes no further statements or representations with respect to the admissions referenced or DraftKings' compliance with Ohio law.
5. Except as provided in Paragraph 4, nothing in this Agreement limits the Commission's authority to take any action authorized under R.C. Chapters 3772, 3774, 3775 or the rules adopted thereunder, including, but not limited to, the authority to investigate or penalize DraftKings for violations of Ohio law.
6. DraftKings will pay a monetary fine in the amount of \$425,000 no later than 30 days from the effective date of this Agreement. As required by R.C. 3775.02(G)(3), the Commission will deposit the fine into the sports gaming revenue fund.
7. DraftKings will provide confirmation to the Commission, that its personnel are trained on all laws and company policies or procedures relevant to each employee's individual function, as it relates to the admissions in Paragraph 1.
8. Upon the date of the last signature of the parties, this Agreement is effective and binding upon the parties and any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates.

9. The parties have read and understand this Agreement and have entered into the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
10. This Agreement is entered into by the parties and may be executed in counterparts or facsimiles, each of which will be deemed an original and all of which will constitute the same instrument.
11. This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements and understanding, oral or written, with respect to such matters. This Agreement may be modified only by a further writing that is duly executed by the parties.
12. The provisions of this Agreement are severable and independent; and, if any provision is determined to be unenforceable, in whole or in part, then that provision shall be enforced to the maximum extent permissible and the remaining provisions and any partially enforceable portion of the subject is nevertheless binding and enforceable.
13. This Agreement is governed by and construed in accordance with the laws of the State of Ohio, and the exclusive venue for any cause of action arising from it will be a court of competent jurisdiction in the State of Ohio, County of Franklin.

*(Remainder of page intentionally left blank; Signature page follows)*

**IN WITNESS WHEREOF**, the parties to this **SETTLEMENT AGREEMENT** have either executed it or caused it to be executed by their duly authorized representatives:

**Accepted by:**

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*Jennifer Aguiar*  
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11/5/2024 | 11:57 AM EST

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Crown OH Gaming, LLC  
By:

\_\_\_\_\_  
Date

*Thomas J. Stickrath*  
\_\_\_\_\_  
Ohio Casino Control Commission  
By: Thomas J. Stickrath, Chair

*11/20/24*  
\_\_\_\_\_  
Date