**Section 1900.1330 Commercial Reasonableness**

a) Governing bodies or their vendors providing official league data must do so on commercially reasonable terms.

b) A master sports wagering licensee may petition the Board for a determination that the terms under which official league data is being provided are not commercially reasonable.

c) Any petition under this Subpart shall be submitted electronically to the Board and to the tier 2 official league data provider licensee. The petition shall:

1) Identify the petitioning master sports wagering licensee, including name, address, and contact information for any legal counsel;

2) Identify the respondent tier 2 official league data provider licensee;

3) Include a complete copy of the contract or offer sheet the petitioner alleges to include the unreasonable terms;

4) Include any facts upon which the petitioner will rely to show that the terms of the contract or offer are not commercially reasonable;

5) Include a summary of the petitioner's argument as to why the terms of the contract or offer are not commercially reasonable;

6) Contain the verification in the following form:

"The undersigned certifies that the statements set forth in this request are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true."; and

7) Be notarized.

d) If the Administrator determines that a petition does not meet all requirements of subsection (c), that petition shall be rejected and he or she shall notify the petitioner and respondent.

e) The respondent tier 2 official league data provider shall submit an answer electronically to the Board and to the petitioner within 21 days after submission of the petition.

f) Respondent's answer shall:

1) Identify the respondent, including name, address, and contact information of any legal counsel;

2) Include specific responses to any factual allegations made in the petition;

3) Include any additional facts upon which the respondent will rely;

4) Include a summary of the respondent's argument as to why the terms of the contract or offer are commercially reasonable;

5) Contain the verification in the following form:

"The undersigned certifies that the statements set forth in this request are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he/she verily believes the same to be true."; and

6) Be notarized.

g) Failure to submit an answer within 21 days, or failure to submit an answer that complies with all requirements of this Section shall constitute an admission of all facts in the petition.

h) Upon receipt of a petition and answer that meet all requirements of this Section, the Board shall appoint an Administrative Law Judge pursuant to Section 1900.825 to conduct a hearing.

i) All hearings shall be conducted under the same procedures as those under Subpart H, with the following exceptions:

1) The burden of proof is on the petitioner to show by a preponderance of the evidence that terms of the contract or offer are not commercially reasonable;

2) Any party may move that the Administrative Law Judge make a recommendation on the pleadings. In any such motion, all facts will be strictly construed against the movant. A recommendation to grant a motion on the pleadings shall be considered by the Board prior to any other proceedings on the merits;

3) Any oral argument of any substantive motion and any oral proceeding involving contested facts shall be recorded stenographically;

4) The Administrative Law Judge shall tender any recommendation to both parties electronically and simultaneously;

5) The petitioner shall compile the record. The record shall consist of the following:

A) The petition;

B) The answer;

C) All evidence tendered to the Administrative Law Judge;

D) A statement of matters officially noticed;

E) Any substantive motions, responses, and rulings;

F) All offers of proof, objections, and rulings;

G) All transcripts; and

H) The recommendation, any findings of fact, and any conclusions of law made by the Administrative Law Judge;

6) Within 5 days after receipt of any recommendation of the Administrative Law Judge, the petitioner shall compile the record and tender it electronically to the respondent and the Board;

7) Each party may file exceptions to the recommendation of the Administrative Law Judge with the Board, with a copy to the opposing party, no later than 14 days after the receipt of the recommendation of the Administrative Law Judge; and

8) The non-prevailing party shall be liable for the costs of transcription and to the Board for administrative costs, unless the Board makes a finding in its final Board order that the non-prevailing party acted in good faith, in which case the costs shall be shared by both parties.

j) The Administrative Law Judge and the Board shall consider the following factors when determining whether the terms of a contract or offer are commercially reasonable:

1) Whether and to what extent the terms of the contract or offer are anticompetitive in nature;

2) Whether and to what extent the terms of the contract or offer are not economically feasible; and

3) Whether and to what extent the terms of the contract or offer are against the public interest of the State of Illinois.