



CONNECTICUT Consumer Protection

**TO: Apple Payments Inc.
ApplePay
6900 W. Parmer Lane
Office No. AC03-2301
Austin, TX 78729**

Registered Agent:

CT Corporation System
357 East Center St.
Ste. 2J
Manchester, CT 06040

September 9, 2026

To Whom It May Concern:

The Department of Consumer Protection (“DCP”) is actively investigating the conduct of prediction market platforms within Connecticut. These platforms allow users to purchase contracts based on their belief that a particular sport outcome will occur, such as a specific team winning a game, division, or championship. The user is paid based on the outcome of the sporting event. None of these platforms hold gaming licenses with DCP, and it is our belief that these operators violate other provisions of Connecticut gaming law, such as allowing individuals under 21 to participate, not blocking individuals on the gaming self-exclusion list, and allowing contracts on Connecticut collegiate sports teams, and thereby also engaging in unfair trade practices.

As part of DCP’s investigation into the Connecticut activities of these platforms, you have been identified as an entity that may provide advertising or digital services to prediction market platforms. You are not under investigation by DCP. However, we believe you have information that could assist us in evaluating the conduct of the prediction market platforms in Connecticut. Kindly find enclosed a subpoena requesting your cooperation with the investigation.

Thank you in advance for your time, attention, and cooperation. We appreciate your assistance as we protect the lawful gaming market in Connecticut. Should you have questions, please contact me at Caitlin.Anderson@ct.gov.

Very truly yours,

M. Caitlin S. Anderson, Esq.
Chief of Legal and Regulatory Affairs

**STATE OF CONNECTICUT
BEFORE THE COMMISSIONER OF CONSUMER PROTECTION**

SUBPOENA DUCES TECUM

**TO: Apple Payments Inc.
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6900 W. Parmer Lane
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GREETINGS:

BY THE AUTHORITY OF THE STATE OF CONNECTICUT, and more particularly, pursuant to the Connecticut Unfair Trade Practices Act (“CUTPA”), Chapter 735a of the Connecticut General Statutes, and the authority granted the Commissioner of Consumer Protection for the State of Connecticut, by virtue of Section 42-110d of the Connecticut General Statutes, you or an authorized agent of **Apple Payments Inc., d/b/a ApplePay** (“the “Recipient”) is hereby commanded to present and produce, UNDER OATH, documents identified in Schedule A, attached hereto, concerning a matter under investigation presently being conducted by the Department of Consumer Protection regarding the advertising and marketing of Prediction Market Platforms and their Event Contracts, including Sports Event Contracts, to Connecticut consumers.

Documentary materials which may be in your possession, custody, or control related to the above-referenced investigation shall be produced by electronic submission to the office of the Commissioner of Consumer Protection or his authorized representative at 450 Columbus Boulevard, 9th Floor North, Hartford, Connecticut, 06103, c/o Attorney Alyssa Torres, Alyssa.Torres@ct.gov, on or before **5:00 in the afternoon of October 23, 2026**.

This Demand is directed to the Recipient as a Person believed to possess Documentary material and information relevant to the subject matter of that investigation in connection with the operation of Prediction Market Platforms in Connecticut. Nothing in this Demand constitutes an allegation that the Recipient has violated CUTPA.

HEREOF FAIL NOT, UNDER PENALTY OF LAW.

Dated at Hartford, Connecticut this 9th day of September, 2026



Bryan Cafferelli
Commissioner
Department of Consumer Protection

SCHEDULE A - DOCUMENTARY MATERIALS TO BE PRODUCED

DEFINITIONS

This Subpoena shall be read and interpreted in accordance with the definitions set forth below:

1. "All" means all or any, and "any" means all or any.
2. "And" and "or" shall mean and/or.
3. "App or Application" means a software program downloaded or installed on a phone or tablet by a consumer or an interactive program used via an internet browser.
4. "App Store" means the **Apple Payments Inc.**, d/b/a ApplePay to which this subpoena is directed, including its parents, subsidiaries, affiliates, predecessors, successors, and all officers, directors, employees, and agents acting on its behalf.
5. "Communication" means all meetings, conversations, conferences, discussions, correspondence, emails, text messages, messages, telegrams, telefaxes, mailgrams, and all oral, electronic, and written expressions or other occurrences whereby thoughts, opinions or data are transmitted between two or more individuals.
6. "Connecticut Collegiate Team" means any athletic team of a university or college domiciled in Connecticut, and includes any athlete playing a sport at a university or college domiciled in Connecticut.
7. "Connecticut Consumer" means any consumer who is located in Connecticut, has a billing or mailing address in Connecticut, or is otherwise identified and reasonably believed by the Recipient App Store as being located within Connecticut.
8. "Connecticut-Directed" means Prediction Market Advertising that (a) was broadcast, transmitted, streamed, served, or otherwise disseminated on or by any Connecticut Media Property; (b) was targeted to Connecticut locations, ZIP codes, designated market areas, or audiences through any digital, streaming, or email property of a Connecticut Media Property; or (c) was distributed to Connecticut residents or subscribers located within Connecticut's territorial jurisdiction.
9. "Describe" or "Description" means to state with specificity all facts, including but not limited to time, comprising, or pertaining to such fact, thing, condition, action or event, and to identify all individuals involved in such fact, thing, action or event.
10. "Documentary material" or "Document" mean all written or graphic matter or electronically stored information (ESI), whether in final or draft form, however produced, or reproduced, of every kind and description in your actual or constructive possession, custody, care or control, including without limitation, all writings, communications, text messages and e-mails, account documents, calendars or planners, charts, reports, diaries, drafts, drawings, faxes, graphs, travel records, memoranda, minutes, notes, papers, photographs, receipts, reports, scripts, statements, statistical records, studies, presentations, time sheets or logs, vouchers, working papers, or any other tangible thing.
11. "Event Contract" means a contract, agreement, or instrument the payoff of which depends on the occurrence or non-occurrence of a future event.

12. “Gambling” means the risking of any money, credit, deposit, or other thing of value for a gain that depends in whole or in part upon lot, chance, or the operation of a gambling device. It does not include activities defined as Gaming.
13. “Gaming” means the risking of any money, credit, deposit, or other thing of value for a gain that depends in whole or in part upon lot, chance, or the operation of a gambling device, when such risk is undertaken with an entity operating under a lawfully issued licenses from the Gaming Division of the Connecticut Department of Consumer Protection.
14. “Identify” means to set forth specific and detailed information, including, in the case of:
 - a. A document, the title of the document, the author, the title or position of the author, the addressee, each recipient, the type of document, the subject matter, the date of preparation, and its number of pages;
 - b. a natural person, his or her name, business or personal address, business email, business phone number, employer, and title or position; and
 - c. a person other than a natural person (such as, for example, a corporation, firm, partnership, association, joint venture, trust, organization, limited liability company, and any other legal business or government entity), its name, the address of its principal place of business, as well as, if it has a person other than a natural person that ultimately controls it, that other person's name and the address of that person's principal place of business.
15. “Including” means including but not limited to.
16. “Insertion Order” means any order, order confirmation, or contract for the purchase of advertising, however titled.
17. “Legality Representation” means any statement, representation, assurance, or material, oral or written, Relating to the legality, licensure, or regulatory status of a Prediction Market Platform or of Event Contracts, including any statement concerning regulation by or registration with the Commodity Futures Trading Commission, federal preemption of state law, legality in Connecticut or in all fifty states, the characterization of Event Contracts as trading, investing, or financial products rather than as gambling or wagering, the minimum age of eligibility to transact, or compliance or noncompliance with the gaming laws of Connecticut or any other state, and specifically including any such statement concerning Sports Event Contracts.
18. “Person(s)” means and includes natural persons, corporations, firms, partnerships, associations, joint ventures, trusts, organizations, limited liability companies, and any other legal business or government entity.
19. “Payment Processor” means **Apple Payments Inc.**, d/b/a ApplePay which this subpoena is directed, including its parents, subsidiaries, affiliates, predecessors, successors, and all officers, directors, employees, and agents acting on its behalf.
20. “Payment Processing Services” means services by which Payment Processor transmits, authorizes, settles, or otherwise processes payments between consumers and merchants, including card processing, ACH, wire, e-wallet, or similar services.

21. "Prediction Market Platform" means any Person, or agent, representative, or third party acting on Person's behalf, that operates, or offers customers access to, a platform or product through which consumers may purchase or trade Sports Event Contracts, including but not limited to:
- a. QCX LLC d/b/a Polymarket US, QC Clearing LLC d/b/a Polymarket Clearing, and Blockratize, Inc. d/b/a Polymarket;
 - b. Robinhood Derivatives, LLC, and Robinhood Markets, Inc.;
 - c. Crypto.com Derivatives North America, formerly North American Derivatives Exchange, Inc.;
 - d. Ludlow Exchange LLC and NoVig Betting, Inc., each d/b/a Novig;
 - e. Gemini Titan, LLC, and Gemini Space Station, Inc.;
 - f. Coinbase Financial Markets, Inc., Coinbase Derivatives, LLC, and Coinbase Global, Inc.;
 - g. Webull Financial LLC and Webull Corporation;
 - h. ProphetX OpCo LLC, formerly Prophet Exchange; and
 - i. any affiliate, subsidiary, successor, or assumed name of the foregoing.

As to each Person named above, this definition applies only with respect to its Sports Event Contract offerings. This definition does not include any Person holding a license issued by the Department to conduct sports wagering in Connecticut, with respect to its licensed sports wagering operations.

22. "Relating to" or "in relation to" means relating to, referring to, concerning, describing, pertaining to, evidencing, reflecting, regarding, constituting, involving, or touching upon in any way. Each of these terms may be used interchangeably herein and will be treated as encompassing all these meanings.
23. "Sporting Event" means any athletic competition, contest, game, match, race, meet, or tournament, whether professional, collegiate, amateur, scholastic, league, Olympic, or international, and includes any individual athlete's performance or statistical result within such a competition, and the outcome of any season, series, championship, draft, or award determined by or associated with athletic competition.
24. "Sports Event Contract" means any Event Contract or market based on, relating to, or affected by a Sporting Event.
25. "Suppression List" means any list of Persons to be excluded from the receipt or targeting of advertising, including the voluntary self-exclusion list maintained by the Department of Consumer Protection pursuant to Conn. Gen. Stat. § 12-865 and its implementing regulations, and any list of self-excluded individuals maintained by a Prediction Market Platform or by any other Person.
26. "You," "your," and "its" shall mean the Recipient.

SCOPE

Except where otherwise indicated, this subpoena covers the period from January 1, 2025, up to and including the date the Recipient provides information responsive to the Requests for Production of Documents (the “Relevant Period”). Any Request for Production of Documents framed in the present tense shall be construed to cover the entire Relevant Period or any part of it.

REQUESTS FOR PRODUCTION

In accordance with the requirements set forth in the “Definitions” and “Instructions,” You are specifically required to provide the following documents within the “Scope” set forth above:

1. Produce documents sufficient to identify each Prediction Market Platform to whom Payment Processor provided Payment Processing Services during the Relevant Period, including for each:
 - a. The full legal name and any doing-business-as name; and
 - b. The dates during which Payment Processor provided Payment Processing Services.
2. Produce copies of all:
 - a. Merchant agreements, consumer onboarding files, or similar contracts between Payment Processor and any Prediction Market Platform; and
 - b. Documents created during consumer onboarding that describe the nature of the merchant’s business, including any references to Event Contracts, Sports Event Contracts, Gambling, Gaming, or sports wagering.
3. Produce all documents reflecting any representations, warranties, certifications, or disclosures made by any Prediction Market Platform to Payment Processor regarding:
 - a. The legality of offering Sports Event Contracts in Connecticut or in the United States;
 - b. Compliance with federal or state Gambling, Gaming, or consumer-protection laws; or
 - c. Any assertion that the Predictive Market Platform’s products or services are not Gambling or sports wagering.
4. Produce all internal risk, compliance, or legal assessments, memoranda, or reports prepared by or for Payment Processor that:
 - a. Evaluate or discuss providing Payment Processing Services to any Prediction Market Platform; and
 - b. Refer to Connecticut, sports wagering, or the legality of Sports Event Contracts.

5. Produce documents sufficient to show, for each Prediction Market Platform identified in response to Request No. 1:
 - a. The aggregate number and aggregate dollar value of transactions processed during the Relevant Period for accounts or consumers reasonably identified by Payment Processor as Connecticut Consumers; and
 - b. Any aggregate data distinguishing transactions associated with Sports Event Contracts from other transactions.

You may satisfy this request by providing reasonably detailed summary or aggregate reports rather than individual transaction records, if such summaries are sufficient to show the requested information.

6. Produce documents sufficient to describe:
 - a. Any systems, settings, or procedures by which Payment Processor can identify or restrict transactions involving merchants engaged in Gambling, sports wagering, or the offering of Sports Event Contracts or Event Contracts;
 - b. Any mechanisms by which Payment Processor can restrict or block transactions based on a consumer's state or location, including Connecticut; and
 - c. Any policies or written standards applicable during the Relevant Period to merchants engaged in Gambling, sports wagering, or the offering of Event Contracts or Sports Event Contracts.
7. Produce all communications between Payment Processor and any Prediction Market Platform that:
 - a. Refer to Connecticut or Connecticut consumers in connection with the offering or facilitation of Sports Event Contracts;
 - b. Concern any request, directive, or decision to limit, suspend, or terminate Payment Processing Services relating to Sports Event Contracts in Connecticut; or
 - c. Refer to any state or federal regulatory action, investigation, or court decision concerning the Predictive Market Platform's Sports Event Contracts.