

**ORDER 2021-180
IN RE SETTLEMENT AGREEMENT**

**AMERICAN WAGERING, INC.
d/b/a WILLIAM HILL SPORTS BOOK
21-AW-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

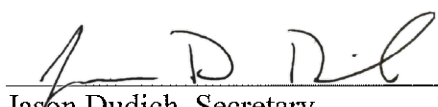
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
AMERICAN WAGERING, INC.) **SETTLEMENT**
d/b/a WILLIAM HILL SPORTS BOOK) **21-AW-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and American Wagering, Inc. d/b/a William Hill Sports Book (“William Hill”), (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. 68 IAC 27-5-2(2)(II) provides the internal controls for the sports wagering system or the online sports wagering system shall include the method for deploying changes and updates to the sports wagering system, including notification to the Commission.
2. On February 3, 2020, the Commission issued an updated Change Management Policy Directive to all sports wagering operators and platform providers, which provides that the Commission must be notified regarding all level 1, 2 and 3 changes made to the event wagering system prior to the deployment occurring.
3. On August 24, 2021, a Gaming Agent received a request to access the sports wagering kiosk on the casino floor. Gaming Agents met with a William Hill Technician who advised that he needed to perform an update on the sports wagering kiosks to adjust peripherals to improve the communication on the kiosk. The Gaming Agent asked if this update had been approved by the Commission. The William Hill Technician stated that he believed it had been approved as he had already updated the sports wagering kiosks at Tropicana (2 kiosks), Caesars Southern Indiana (4 kiosks) and OTB Clarksville (9 kiosks).
4. The Gaming Agent confirmed with the Commission’s Sports Wagering Investigator that William Hill had not provided release notes to the Commission for this update.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of William Hill by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, and/or William Hill’s approved internal control procedures. The Commission and William Hill hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against William Hill.

William Hill shall pay to the Commission a total of \$3,000 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, William Hill agrees to: 1) promptly remit payment in the amount of \$3,000 and 2) 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 William Hill.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Greg Small

Greg Small, Executive Director
Indiana Gaming Commission

9/28/21

Date

Jeffrey Hendricks

Jeffrey Hendricks, SVP & Assistant General
Counsel, Regulatory & Compliance
American Wagering, Inc.

9/21/2022

Date

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INDIANA GAMING COMMISSION**

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