

**ORDER 2020-62
IN RE SETTLEMENT AGREEMENT**

**AMERICAN WAGERING, INC. d/b/a WILLIAM HILL SPORTS BOOK
20-WH-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 10th DAY OF JULY, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERICAN WAGERING, INC.)	20-WH-01
d/b/a WILLIAM HILL SPORTS BOOK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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

COUNT I

1. IC 4-38-5-4(a) provides that a certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission. A certificate holder or vendor may use data selected in a manner approved by the commission to determine whether a wager is a winning wager.
2. Chapter 7, Section 1(a) and (b) of the Emergency Rules for Sports Wagering provide before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director’s designee. The sports wagering operator shall provide notice to the executive director or the executive director’s designee and such notice shall include the name of the sports governing body and a description of its policies and procedures regarding event integrity. The commission reserves the right to prohibit the acceptance of any wagers, and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the state.
(b) The commission will post approved event categories to its website.
3. On October 2, 2019, William Hill’s VP of Compliance self-reported to the Commission’s Sports Wagering Division that an internal review had determined that five (5) Australian Rules Football games were offered between September 13, 2019 and September 27, 2019. Further, the VP of Compliance also confirmed to the Commission that no wagers were accepted by William Hill on such events; however, the events were not Commission approved events at the time these events were offered.

COUNT II

4. Chapter 4, Section 2 of the Emergency Rules for Sports Wagering provides, in relevant part, that a sports wagering operator shall provide a written notice to the executive director or the executive director's designee as soon as the sports wagering operator licensee becomes aware of the following: (1) A violation or apparent violation of a rule of the commission by any of the following (9) An action, event, or nonevent, with respect to which the executive director has instructed the sports wagering operator to provide notice so that the executive director can ensure that the sports wagering operator continues to maintain suitability for licensure.
5. On August 29, 2019, the Commission issued a Change Management Policy Directive to all sports wagering operators and platform providers. All sports wagering system changes must comply with this policy. If a change is made to the sports wagering system, an email notification must be sent to the Commission's Sports Wagering Division and receive approval prior to implementing the changes.
6. On November 14, 2019, the Commission's Assistant Director of Sports Wagering reviewed daily self-authentication audit reports that were being submitted on a daily basis by William Hill. The self-authentication reports were for files which were determined to be critical components to the event wagering system. It was determined that four (4) files and their corresponding hash values and unique signatures had been changed. The Commission's Sports Wagering Investigator compared these hash values and signatures to the original approved independent laboratory certification letter dated on October 9, 2019 that detailed the original hash values and signatures. It was confirmed that the four (4) hash values and signatures did not match the original certification letter. A hash value and signature change alteration indicates that something has been changed within that file. William Hill failed to notify the Commission or seek approval prior to changing these files.

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, the Emergency Rules for Sports Wagering 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 \$12,500 (\$5,000 for Count I and \$7,500 for Count II) 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 \$12,500; 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.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date


Sylvia Tiscareño (Apr 6, 2020)

Sylvia Tiscareño, General Counsel
American Wagering, Inc.

Apr 6, 2020

Date

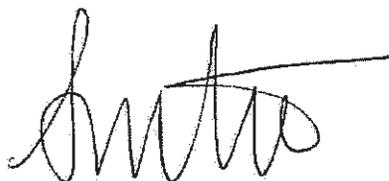
ensure that all wagers placed on all unapproved events are voided and the original wager is returned to the player; and 3) waive all rights to further administrative or judicial review.

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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.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/24/20

Date

Sylvia Tiscareno, General Counsel
American Wagering, Inc.

Date