

**ORDER 2023-190
IN RE SETTLEMENT AGREEMENT**

**RUSH STREET INTERACTIVE IN, LLC
d/b/a BETRIVERS
23-RS-02**

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 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
RUSH STREET INTERACTIVE IN, LLC)	23-RS-02
d/b/a BETRIVERS)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Rush Street Interactive IN, LLC d/b/a BetRivers (“BetRivers”), (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. 68 IAC 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On August 18, 2023, the Commission received a separation from service notification from Rush Street Interactive through LAM, the Commission’s occupational licensing system. The notification provided that a Change Engineer had a separation date of July 29, 2022. The notification was received three hundred eighty-five (385) days past the separation date. The Commission was not notified in a timely manner.

COUNT II

5. 68 IAC 27-2-11(b)(1) provides that sports wagering operators, sports wagering service providers, and registrant applicants are responsible for ensuring that all aspects of the sports wagering operation are conducted in accordance with IC 4-33, IC 4-35, IC 4-38, 68 IAC, directives of the commission, applicable internal controls of the sports wagering operator, and all other state, federal, and local laws.
6. 68 IAC 27-5-2(2)(II) provides that the approved internal controls shall address a method for deploying changes and updates to the sports wagering system including notification to the commission.

7. Rush Street Interactive's approved internal control, section N-1, describe the procedures for verifying component hash signatures.
8. On June 29, 2023, the Commission's Assistant Director of Licensing for Sports Wagering identified and notified Rush Street that the hash signatures submitted with release note 2023-P12 did not match the maintenance that was performed on June 28, 2023. Hash signatures are a unique digital fingerprint for data using a special math process called a hash function. Even a tiny change in data will result in a completely different hash signature, making it useful for verifying the integrity and authenticity of information. The daily self-verification report data did not register the 2023-P12 updates for five (5) online gaming platform components.
9. As a result, the Commission began an investigation. Upon investigation, Commission Investigators determined that the release note was submitted and approved on June 19, 2023. It was also discovered that the root cause of this incident was that some of the data used by Rush Street's daily system self-verification report was stale. After the deployment, some harsher event from one host did not reach Splunk, a product used by Rush Street which captures, indexes and correlates real-time data in a searchable repository. Wazuh (an open-source security platform) agents and manager are used to help facilitate sending data assets to Splunk. The hash signatures for the components were correct in the system but failed to be included on the updated daily self-verification report. This violation occurred when the hash signatures were not compared to the daily self-verification report to show the five (5) components were not registered after the deployment.
10. Rush Street advised that they have implemented a procedural update such as a new deployment testing guide. Additionally, Coordinators will review the self-verification report after one (1) hour from deployment, check for errors in the monitoring system and complete a second check 24-hours from deployment.

TERMS AND CONDITIONS

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

BetRivers shall pay to the Commission a total of \$1,500 (\$500 for Count I and \$1,000 for Count II) 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.

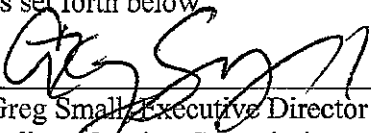
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, BetRivers agrees to promptly remit payment in the amount of \$1,500 and waive all rights to further administrative 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 BetRivers.

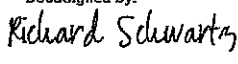
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below



Greg Small, Executive Director
Indiana Gaming Commission

12/6/2023

Date

DocuSigned by:


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Richard Schwartz, President
Rush Street Interactive IN, LLC d/b/a
BetRivers

Nov-27-2023

Date