

**ORDER 2020-146  
IN RE SETTLEMENT AGREEMENT**

**AMERICAN WAGERING, INC. d/b/a WILLIAM HILL SPORTS BOOK  
20-WH-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 23<sup>rd</sup> DAY OF NOVEMBER, 2020.**

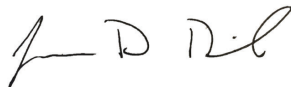
**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                                       |   |                   |
|---------------------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b>           | ) |                   |
|                                       | ) | <b>SETTLEMENT</b> |
| <b>AMERICAN WAGERING, INC.</b>        | ) | <b>20-WH-02</b>   |
| <b>d/b/a WILLIAM HILL SPORTS BOOK</b> | ) |                   |

**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. Chapter 4, Section 2(1)(9) of the Emergency Rules for Sports Wagering provides 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 a violation or apparent violation of a rule of the commission of any 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.
2. On August 29, 2019, the Commission issued a Change Management Policy Directive (the “Directive”) to all sports wagering operators and platform providers. All changes to the sports wagering system must comply with this policy. As part of the Directive, changes are classified in three (3) levels. A level one (1) change is a change that has no impact on regulated (critical) components of the event wagering system. If a Level 1 change is made to the sports wagering system, an email notification must be sent to the Commission’s Sports Wagering Division and approved prior to implementing the changes.
3. On May 20, 2020, the Commission’s Sports Wagering Division received a release note and a certification letter from William Hill requesting approval to update their Teller Terminal Client and Kiosk at Tropicana. The release note was approved, however the date for the update was yet to be established.
4. On June 11, 2020, the Commission’s Sports Wagering Investigator requested a Gaming Agent at Tropicana to verify the hash signatures of the files running on the teller terminal

against the recent GLI letter, however, the Gaming Agent was unable to verify the hash signatures at this time because William Hill Technicians from Las Vegas could not display the hash signatures on the local teller terminal and could only do so remotely.

5. On June 30, 2020, the Commission's Sports Wagering Investigator spoke with the Assistant Gaming Agent Supervisor who advised that he was informed by the William Hill retail sportsbook manager that the teller terminals had been updated and he would conduct the verification of the hash signatures against the GLI Letter. Upon conducting a review of the hash signatures on the teller terminal, the Assistant Gaming Agent Supervisor was unable to complete the verification against GLI letter as the hash signatures did not match.
6. On July 1, 2020, the Technical Compliance Officer advised that the issue had been corrected and the hash signature should now match. The Gaming Agent Supervisor at Tropicana informed the Commission's Sports Wagering Investigator that she verified the hash signatures and they matched.
7. On July 27, 2020, William Hill provided an incident report which confirmed the signature mismatch and advised that there are several versions of this update for other jurisdictions. William Hill confirmed that the incorrect version was deployed to the teller terminals in Indiana and as such, the hash signature would not have matched.

### **COUNT II**

8. Chapter 5, Section 2(2)(X) of the Emergency Rules for Sports Wagering requires internal controls procedures be submitted for withholding winnings from delinquent child support obligors in accordance with IC 4-38-11, including a plan for complying with IC 4-38-11 if the sports wagering operator allows the redemption of tickets via mail.
9. Tropicana's approved internal control procedures, 19-5-2(22), provide that a Cage or Sports Book Supervisor or above will notify Surveillance of an intercept being made.
10. On February 21, 2020, Surveillance notified Gaming Agents that a Sports Book Supervisor failed to notify Surveillance of a child support arrears delinquency reporting (CSADR) transaction. When Gaming Agents questioned the Sports Book Supervisor about failing to notify surveillance and informed him it was an internal control violation, he advised that the Sports Book Manager told him not to worry about calling surveillance due to the amount of time that had passed.

### **COUNT III**

11. 68 IAC 2-2-6.1(d) provides that occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.

12. 68 IAC 2-3-9.2(b)(1) provides the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
13. 68 IAC 2-3-9.2(c) provides the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
14. On August 31, 2020, the Commission's Gaming Administrator was notified that a Customer Support Specialist was separated from William Hill on February 6, 2020, failing to timely notify the Commission.

### **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 \$12,000 (\$10,000 for Count I, \$1,000 for Count II and \$1,000 for Count III) 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 \$12,000 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.

\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Date

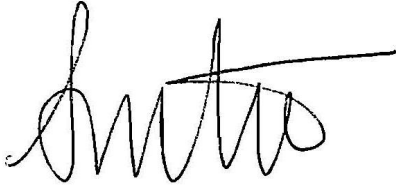
  
\_\_\_\_\_  
Sylvia Tiscareno (Nov 17, 2020 12:51 PST)  
Sylvia Tiscareno, General Counsel  
American Wagering, Inc.

**Nov 17, 2020**

\_\_\_\_\_  
Date

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

11/20/20

\_\_\_\_\_  
Date

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Sylvia Tiscareno, General Counsel  
American Wagering, Inc.

\_\_\_\_\_  
Date