### ORDER 2022-21 IN RE SETTLEMENT AGREEMENT

# WHITE HAT GAMING, INC. 22-WH-01

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



APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 8th DAY OF MARCH 2022.

THE INDIANA GAMING COMMISSION:

Michael B. McMains, Chair

ATTEST:

Jason Dudich, Secretary

## STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:	)	
	)	SETTLEMENT
WHITE HAT GAMING, INC.	)	22-WH-01

#### SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and White Hat Gaming, Inc. ("White Hat"), (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 27-12-1(a) provides a sports wagering operator shall limit each patron to one (1) active and continuously used sports wagering account and username.
- 2. On September 27, 2021, the Commission's Sports Wagering Division received correspondence from Penn Sports Interactive ("PSI") that an issue was discovered relating to duplicate account creation. PSI reported that on July 12, 2021, they identified that the logic being used by White Hat was not properly identifying and suspending accounts that were being created with duplicate identity information to existing PSI accounts. PSI's Engineering Team identified two (2) PSI accounts that possessed the same social security number (SSN). Upon discovering that both accounts appeared to have been created from the same identification, PSI immediately suspended the user's accounts. PSI commenced an investigation to discover and remedy the error that allowed the user to create and operate a duplicate account, and to determine if other individuals possessed active duplicate accounts on the platform. A review was able to determine that an additional eight (8) accounts in Indiana had duplicate accounts. No deposits, wagers or withdrawals were completed on these duplicate accounts. Four (4) of the duplicate accounts completed bonus fund wagering with bonuses awarded automatically during registration. These accounts were permanently suspended.
- 3. In September 2021, PSI and White Hat implemented new logic to prevent duplicate accounts.

#### TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of White Hat by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38 and/or 68 IAC. The Commission and White Hat hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against White Hat.

White Hat shall pay to the Commission a total of \$1,500 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, White Hat agrees to promptly remit payment in the amount of \$1,500 and shall 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 White Hat.

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

	@Richardon	
Greg Small, Executive Director Indiana Gaming Commission	Emma Richardson, General Counsel and Head of Legal, Compliance and Regulation White Hat Gaming, Inc.	
Date	March 4 <sup>th</sup> , 2022 Date	

White Hat shall pay to the Commission a total of \$1,500 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.

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Charles Charles		
Greg Small, Executive Director Indiana Gaming Commission	Emma Richardson, General Counsel and Head of Legal, Compliance and Regulation White Hat Gaming, Inc.	
3/8/22		
Date	Date	