

STATE OF CONNECTICUT

DEPARTMENT OF CONSUMER PROTECTION

BEFORE THE COMMISSIONER OF CONSUMER PROTECTION

In the Matter of High 5 Games, LLC and High 5 Entertainment, LLC

Case Number 2025-108

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (the "AVC") is provided to Bryan T. Cafferelli, Commissioner of the Department of Consumer Protection of the State of Connecticut (the "Department") by High 5 Entertainment, LLC ("Respondent H5E") and High 5 Games, LLC ("Respondent H5G") (collectively, "Respondents") pursuant to the provisions of chapter 229b, § 12-862 and Chapter 735a, § 42-110j of the Connecticut General Statutes.

I. Department of Consumer Protection Allegations

1. Respondent H5G is a foreign limited liability company with its principal place of business located at 1200 MacArthur Boulevard, Mahwah, NJ 07430.
2. Respondent H5G holds Online Gaming Service Provider No. OGSP.000045 with the Department of Consumer Protection.
3. Respondent H5E is a foreign limited liability company with its principal place of business at 1200 MacArthur Boulevard, Mahwah, NJ 07340.
4. Respondent H5E does not hold any licenses with the Department of Consumer Protection.
5. Respondent H5G owns a controlling interest in Respondent H5E.
6. The Department alleges that from March 2023 to March 2025, Respondents operated the High 5 Casino gaming platform, an unlicensed internet casino, which violated Conn. Gen. Stat. §§ 12-862(b)(5), (b)(8), (b)(9), (b)(12), and (b)(13), as well as Conn. Gen. Stat. § 42-110b. The Department further alleges that the Respondents utilized a sweepstakes casino model in an attempt to avoid the application of Connecticut laws.

II. Respondents

1. Respondents are entering into this AVC solely for the purposes of settlement. This AVC shall not be considered an admission of liability or a violation of law for any

purpose. The Department has issued no formal charges, nor made any findings or determinations of fact or liability. To resolve this matter, Respondents agree to abide by the terms and conditions of this AVC.

2. The Department acknowledges Respondents' full cooperation in all investigations regarding this matter including the timely and full provision of information responsive to the Department's requests.
3. The Department also acknowledges that Respondents have ceased to offer their online casino product to Connecticut consumers and have contracted with a third party to provide geofencing services to ensure the website is not accessible from within Connecticut.

III. Remedial Measures and Payments

1. Continued Geofencing of Users Physically Located in Connecticut by Respondent H5E:
 - a. Respondent H5E agrees to maintain its current level of geofencing, which is designed to block users physically located in Connecticut and users employing VPNs or proxies to mask their physical location from accessing the High 5 Casino platform.
 - b. Respondent H5E has withdrawn the High 5 Casino gaming platform from Connecticut and agrees not to offer or reintroduce any gaming application offering sweepstakes games for users physically located in Connecticut unless and until it obtains a license to operate under Connecticut General Statutes Chapter 229b or the Department otherwise acknowledges that the operation of such games is not violative of Connecticut law.
2. Commercial Games Licensing by Respondent H5G:
 - a. Respondent H5G has modified its commercial licensing agreement with Respondent H5E to prohibit Respondent H5E from providing games Respondent H5G has created or otherwise owns to users physically located in Connecticut.
 - b. Respondent H5G, as a condition of its gaming license from the State of Connecticut, shall not commercially license or supply its games to other operators of sweepstakes games for users physically located in Connecticut unless and until the Department acknowledges that the operation of such games is not violative of Connecticut law.
3. Settlement Amount by Respondent H5E:
 - a. Respondent H5E agrees to pay the total amount of \$1,437,598.34 (the "Settlement Amount"), as follows:

- (1) \$643,424.30 shall be paid in the form of restitution to 794 Connecticut users identified by the Department whose purchases on High 5 Casino exceeded the amount of sweepstakes redemptions, if any, paid to the user.
 - (2) Within 15 days of the execution of this AVC, Respondent H5E will contract with an independent third-party administrator ("Administrator") to effectuate restitution to each of the 794 users identified by the Department. Within 45 days of the execution of this AVC, the Administrator shall mail the restitution directly to the user, using the address in the users' account. Ten days prior to mailing the restitution, the Administrator shall notify each patron due restitution by postal mail or email that restitution will be made, using the mailing address or email address in the users' accounts. The Administrator shall provide a copy of the notification to the Department at the time such notification is sent. The Administrator shall submit proof of payment of such restitution to the Department by no later than 30 days after making such payment, which proof shall consist of a registered mail receipt.
 - (3) The Administrator shall use all reasonable attempts to contact users who are due restitution. Six months after the execution of this AVC, Respondent H5E, through the Administrator, shall report to the Department the names of any users who did not claim their restitution and the efforts that were made by the Administrator to effectuate such restitution. Any monies unable to be deposited or mailed to a user or which otherwise remain unclaimed shall escheat to the State in accordance with Conn. Gen. Stat. § 3-56a et seq.
 - (4) \$294,173.94 as disgorgement. Such payment represents the cumulative amount of purchases, less any redemptions, by users who were on the Connecticut Voluntary Self Exclusion list. This payment shall be deposited into the Consumer Protection Enforcement Fund Account (#35125), for use in consumer complaint resolution programs, consumer education, consumer protection enforcement, and litigation. Such payment shall be made within 5 days of the execution of this AVC.
 - (5) Respondent H5E agrees to pay the Department the sum of \$500,000. This payment shall be deposited into the Consumer Protection Enforcement Fund Account (#35125), for use in consumer complaint resolution programs, consumer education, consumer protection enforcement, and litigation. Such payment shall be made within 5 days of the execution of this AVC.
4. Quarterly Compliance Reporting: Respondent H5G shall make timely submissions of a quarterly report beginning on July 1, 2025, and every three months thereafter for a total of four reports, with the last report due on April 1, 2026. In each quarterly report, Respondent H5G shall:

- a. Through its Compliance Manager, attest that the geofencing and licensing restrictions required under Section III(1) and (2) remain in effect.
 - b. Provide a copy of the contract with the geofencing provider if said contract has changed from the contract in effect at the time of the prior report.
5. Payments to the Department: All payments to the Department made under Section III of this AVC shall be made either by (a) business check or bank check, made payable to "Treasurer, State of Connecticut," with case number 2025-108 listed on the memo line; or (b) online at <https://elicense.ct.gov>, by logging in to Respondent's existing account using Respondent's personal login information, then clicking on "pay outstanding fees." An online account with the Department shall be established for purposes of payment upon request of the Respondent.
6. Notification and Reporting to the Department: All notifications and reports to the Department made under Section III of this AVC shall be sent to Zachary.Alexander@ct.gov with a copy to DCP.Legal@ct.gov.

IV. License Status and Enforcement

1. Respondent H5G's License Status: Respondent's license was subject to a Summary Suspension Order (the "Order") by the Department on March 14, 2025. Upon final execution of this AVC, that Order shall be deemed withdrawn. Respondent H5G's OGSP license number OGSP.000045 shall be deemed reinstated and Respondent H5G may resume online gaming services. The Department further acknowledges that any requests by the Department for the imposition of criminal charges are withdrawn.
2. The Department and Respondents agree that none of the actions taken by Respondents that are the subject matter of this AVC or the Order shall disqualify Respondent H5G from renewal or consideration of its gaming license, provided that if Respondents fail to abide by the terms of this AVC, the Department may consider such failure in evaluating the suitability of Respondent H5G for licensure or renewal.
3. In the event of any violation of the terms of this AVC, the Commissioner may proceed as provided in General Statutes Sections 42-110d and 42-110e or may request that the Attorney General apply in the name of the state to the Superior Court for relief from such violation consistent with General Statutes section 42-110m, as amended by PA 24-101.

V. Acknowledgment and Effective Dates

IT IS FURTHER AGREED THAT:

1. Each Respondent acknowledges it has read this AVC in its entirety and has had the

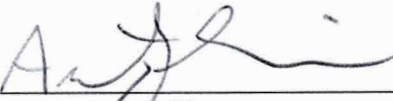
opportunity to discuss the AVC with legal counsel.

2. Each Respondent affirms that its undersigned representative is duly authorized to bind Respondent.
3. Each Respondent waives any requirement that an AVC contain a statement of findings of fact and conclusions of law and waives any further procedures under the Uniform Administrative Procedures Act, Chapter 54 of the Connecticut General Statutes.
4. Each Respondent waives all rights to seek judicial review or otherwise to challenge or contest the validity of this AVC.
5. Each Respondent acknowledges this AVC shall not be construed to bind or limit the right or claims of any third party regarding any conduct of Respondent.
6. Respondent H5G acknowledges that it is waiving its right to a compliance meeting and hearing to address any issues raised in the Summary Suspension Order or during the subsequent regulatory investigation (Case No. 2025-108).
7. Upon the acceptance of this AVC, the Commissioner shall close this matter as fully and finally settled.
8. The acceptance of this AVC shall not be deemed to waive the right of the Commissioner of Consumer Protection to take action pursuant to the Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes including, but not limited to, action against Respondent to enforce this AVC or to reopen these cases for further proceedings in the public interest
9. This AVC shall not become part of the official record unless and until it is accepted by the Commissioner.
10. Each Respondent shall submit one original executed copy of this AVC, and any submissions or enclosures required by this AVC, to the Department at:

Department of Consumer
Protection Legal Division
Attention: Zachary Alexander
450 Columbus Boulevard, Suite 901
Hartford, CT 06103-1840
11. Upon the acceptance of this AVC, the Commissioner shall close case number(s) Case No. 2025-108.

Dated: May 22, 2025

For the Respondents
High 5 Entertainment, LLC

By: 

Name: Anthony Singer
Title: Chief Executive Officer
Duly Authorized

High 5 Games, LLC

By: 

Name: Anthony Singer
Title: Chief Executive Officer
Duly Authorized

Accepted and approved this 22 day of May 2025



Bryan T. Cafferelli
Commissioner of the Department of
Consumer Protection of the State of
Connecticut