

**ORDER 2022-167  
IN RE SETTLEMENT AGREEMENT  
SEMINOLE HARD ROCK DIGITAL  
22-HRD-01**

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

**APPROVED**

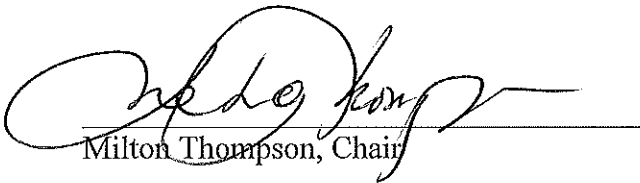
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 27<sup>th</sup> DAY OF SEPTEMBER, 2022.**

**THE INDIANA GAMING COMMISSION:**

  
Milton Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>SEMINOLE HARD ROCK DIGITAL</b>	)	<b>22-HRD-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Seminole Hard Rock Digital ("Hard Rock Digital"), 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 27-2-16(a) provides all key persons and substantial owners of a sports wagering operator applicant must obtain a Level 1 occupational license.
2. 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.
3. 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PDI) application for occupational license under 68 IAC 2-3-1.
4. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
5. On February 2, 2022, the Commission advised Hard Rock Digital's VP of Regulatory and Compliance that the SVP-Sportsbook would need to submit a PDI application, due thirty (30) days after appointment, unless an extension request was submitted and granted. The PDI application's due date would be February 14, 2022. This communication also included other items that needed to be addressed by Hard Rock Digital.
6. On April 1, 2022, the Commission followed up with Hard Rock Digital on the submission of the PDI application. Hard Rock Digital responded to this request but did not address the status of the PDI application. The Commission followed up again,

requesting to know when the Commission could expect the PD1 application. Hard Rock Digital then requested a call with Commission staff.

7. On June 6, 2022, the Commission followed up with Hard Rock Digital on the status of the PD1 application. Hard Rock Digital responded that they were awaiting exhibit information and that they should have that information by the end of the week. Hard Rock Digital provided that once the information was received, they had everything for the applicant to sign and file. Hard Rock Digital advised that the applicant was not performing any functions that would put him in violation of Indiana regulations. The Commission acknowledged Hard Rock Digital's email communication and reminded them that the application was late and sending it in sooner rather than later would be best.
8. On June 10, 2022, the PD1 application was made available to the Commission via a secure share site, 116 days late.
9. On June 20, 2022, the Commission requested information on the PD1 application that was missing.
10. On June 29, 2022, all required information was uploaded by Hard Rock Digital. The Commission inquired about the payment and fingerprints.
11. On June 30, 2022, the fingerprints were received by the Commission.
12. On July 1, 2022, the payment was received by the Commission.
13. Overall, the PD1 application was 127 days late.

#### TERMS AND CONDITIONS

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

Hard Rock Digital shall pay to the Commission a total of \$6,000 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, Hard Rock Digital agrees to promptly remit payment in the amount of \$6,000 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.

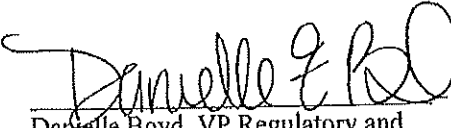
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Hard Rock Digital.

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

9/15/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Danielle Boyd, VP Regulatory and  
Compliance  
Seminole Hard Rock Digital

9-13-2022  
\_\_\_\_\_  
Date