

**ORDER 2024-39  
IN RE SETTLEMENT AGREEMENT  
SEMINOLE HARD ROCK DIGITAL  
24-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 21<sup>st</sup> DAY OF MARCH, 2024.**

**THE INDIANA GAMING COMMISSION:**



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**SEMINOLE HARD ROCK DIGITAL** ) **24-HRD-01**  
 )

**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 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
2. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
3. 68 IAC 27-14-2(c) provides a sports wagering operator may not knowingly accept a wager from such prohibited sports wagering participants.
4. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
5. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
6. Hard Rock Digital’s approved internal controls describe the process for prohibited participants.
7. On September 28, 2023, Hard Rock Digital notified the Commission’s Interim Director of Sports Wagering that Hard Rock Digital identified an issue with the identification process for patrons on the self-exclusion list. During an internal investigation, Hard Rock Digital determined that the automated self-exclusion system did not include a review of the first name variances between the self-exclusion list and the information provided

upon attempted account creation. Additionally, accounts were also identified that had suffixes in their last name that did not match, including hyphenated last names, misspellings in the first names and other name variations that were not accounted for, resulting in identification errors. Hard Rock Digital provided a summary of patrons that were identified with account activity post the prohibition date.

8. Patron A was able to deposit \$2,558.00 and wager thirty-six (36) times for a total of \$6,178.00. Patron B was able to deposit \$552.61 and wager 427 times for a total of \$16,061.45. Patron C was able to deposit \$10.00 and wager five (5) times for a total of \$10.00. Patron D was able to deposit \$100.00 but did not wager.

### **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 \$15,000 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 \$15,000 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

2/26/24

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Date



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Danielle Boyd, VP Regulatory and  
Compliance  
Seminole Hard Rock Digital

February 21, 2024

\_\_\_\_\_  
Date