

**ORDER 2022-87
IN RE SETTLEMENT AGREEMENT**

**SEMINOLE HARD ROCK INTERNATIONAL, LLC
22-SHR-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
)	22-SHR-01
SEMINOLE HARD ROCK)	
INTERNATIONAL, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Seminole Hard Rock International, LLC (“SHR”), (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 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
2. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
3. On March 31, 2022, the Commission received a separation of service notification through the occupational licensing database for six (6) individuals: three (3) Specialist II Customer Care, two (2) Representative II Customer Care and an Analyst Database. The individuals separated on July 26, 2021, August 31, 2021, September 17, 2021, November 17, 2021, December 11, 2021 and February 23, 2022. SHR failed to timely notify the Commission.
4. On May 19, 2022, the Commission received a separation of service notification through the occupational licensing database for a Specialist II Customer Care, a level two (2) licensee. The Specialist II Customer Care separated on March 31, 2022. SHR failed to timely notify the Commission.
5. On May 19, 2022, the Commission received a separation of service notification through the occupational licensing database for a Specialist II Customer Care, a level two (2) licensee. The Specialist II Customer Care separated on November 9, 2021. SHR failed to timely notify the Commission.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of SHR by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The Commission and SHR hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against SHR.

SHR shall pay to the Commission a total of \$4,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact of 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, SHR agrees to promptly remit payment in the amount of \$4,000 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.

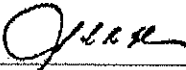
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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

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



John Eder
Seminole Hard Rock International, LLC

6/27/2022

Date

6.17.2022

Date