

**ORDER 2023-188  
IN RE SETTLEMENT AGREEMENT  
SEMINOLE HARD ROCK DIGITAL  
23-HRD-03**

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 11<sup>th</sup> DAY OF DECEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**



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Milton O. Thompson, Chair

ATTEST:



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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>23-HRD-03</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 27-2-11(b)(1) provides that sports wagering operators, sports wagering service providers, and registrant applicants are responsible for ensuring that all aspects of the sports wagering operation are conducted in accordance with IC 4-33, IC 4-35, IC 4-38, 68 IAC, directives of the commission, applicable internal controls of the sports wagering operator, and all other state, federal, and local laws.
2. 68 IAC 27-5-2(2)(JJ) provides that any other internal control deemed necessary by the executive director or the executive director's designee to ensure the integrity of sports wagering.
3. Hard Rock Digital's approved internal control procedures provide that the sports wagering system will, at least once every 24 hours, perform a self-authentication process on all software used to offer, record, and process sports wagering wagers that are identified as a critical component of the sports wagering system, to ensure there have been no unauthorized modifications. If there is an authentication failure, Hard Rock Digital must notify the Commission within 24 hours.
4. On August 4, 2023, Gaming Agents were assigned to investigate an incident involving Hard Rock Digital and their failure to submit a self-authentication report for July 6, 2023, and July 11, 2023. Hard Rock Digital's Technical Compliance Analyst provided a summary to the Commission on the incident.
5. On July 6, 2023, the Game Authentication Terminal (GAT) service, which is a serial communication protocol used to identify and authenticate gaming software and firmware, was not operational. As a result, the self-authentication report was not prepared for distribution and no report was generated or sent to the Commission.

6. On July 11, 2023, an error in the formatting occurred with the GAT system and the self-authentication report was created but failed to be distributed to the Commission.
7. Hard Rock Digital disclosed that the cause of the GAT system outage was not the GAT service itself, but rather a failure of the dependent services supporting the system. Hard Rock Digital intends to implement additional monitoring and alerting in the event the GAT system service is down to ensure this does not affect reporting in the future.

### **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 \$3,000 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.

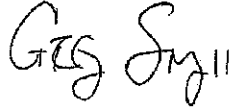
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hard Rock Digital agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further 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

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11/17/23  
Date



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Danielle Boyd, VP Regulatory and  
Compliance  
Seminole Hard Rock Digital

\_\_\_\_\_  
November 14, 2023  
Date