

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SEMINOLE TRIBAL GAMING COMMISSION AND THE FLORIDA  
GAMING CONTROL COMMISSION GOVERNING PATRON DISPUTE  
PROCEDURES**

**Section 1. Scope.** This Memorandum of Agreement (“MOA”) between the Seminole Tribal Gaming Commission (“Tribal Commission”) and the Florida Gaming Control Commission (the “State Compliance Agency” or “SCA”) (collectively, the “Parties”) is entered into pursuant to Part VI.A of the 2021 Gaming Compact Between the Seminole Tribe of Florida (“Tribe”) and the State of Florida (“Compact”), and shall be strictly limited to establishing procedures governing Patron Disputes arising out of the play of Covered Games authorized by the Compact.

**Section 2. Definitions.** Unless otherwise set forth below, the definitions used in the Compact shall apply. As used in this MOA:

“Patron Dispute” means any dispute, disagreement, or other grievance raised by a Patron that involves a claim for a Prize.

“Prize” means the amount of currency, tokens, coins, or any other thing of value a Patron receives, or believes is entitled to receive, from the play of a Covered Game based on the approved rules for such Covered Game.

**Section 3. Procedure for Reviewing Patron Disputes.** The procedure for reviewing Patron Disputes provided under this MOA is set forth below:

**A. Initial Process.** All Patron Disputes shall initially be subject to the Patron Dispute procedures established in the Seminole Tribal Gaming Code.

**B. Appeals Before the SCA.**

**i. Filing Appeals Before the SCA.** Should a Patron be dissatisfied with a decision by the Tribal Commission issued under Paragraph A of this Section after exhausting all tribal remedies, the Patron may appeal such decision to the SCA by filing a written notice of appeal to the SCA. The notice of appeal shall include the Patron’s full legal name, mailing address, a copy of the Tribal Commission’s final decision, a brief description of why the Patron is seeking review of the Tribal Commission decision, and a statement of the relief the Patron is requesting. Notices of appeal shall be submitted by U.S. mail, return receipt requested, to the Florida Gaming Control Commission, State Compliance Agency, 4070 Esplanade Way Suite 250, Tallahassee, FL 32399.

**ii. Deadline for Filing Appeals.** The notice of appeal shall be postmarked within thirty (30) days of the date of the final decision issued under Paragraph A of this Section. The postmark date shall be deemed the official date of filing of the notice of appeal. If the Patron fails to timely file a notice of appeal, the Patron shall be barred from seeking further review of a decision issued under

Paragraph A of this Section. Upon receipt of a timely notice of appeal filed under this Subparagraph, the SCA shall acknowledge receipt to the Patron, transmit copies of the notice of appeal to the Tribal Commission, and assign a case number to the matter.

**iii. Record on Appeal.** Within fifteen (15) days of filing a notice of appeal described in Subparagraphs i and ii of this Section, the Tribal Commission shall transmit to the SCA copies of all materials that were submitted by the Patron or the Tribe during the process under Paragraph A of this Section. The record on appeal may not contain, and the SCA will not consider, any materials that were not considered by the Tribal Commission during the process under Paragraph A of this Section.

**iv. Patron's Submission.** Within thirty (30) days of filing the notice of appeal described in Subparagraphs i and ii of this Section, the Patron shall submit to the SCA its arguments in support of the relief sought in the written notice of appeal. This deadline may be extended by the SCA upon a showing of good cause by the Patron. The Patron may rely only on evidence submitted by the Patron or the Tribe or cited by the Tribal Commission during the process under Paragraph A of this Section. The submission may be filed by mail or electronically. Upon receipt of the submission filed under this Subparagraph, the SCA shall acknowledge receipt to the Patron and transmit a copy of the submission to the Tribal Commission.

**v. The Tribal Commission's Submission.** The Tribal Commission shall be entitled to submit its arguments opposing the relief requested in the Patron's appeal of the decision issued under Paragraph A of this Section. The Tribal Commission may rely only on evidence submitted by the Patron or the Tribe or considered by the Tribal Commission during the process under Paragraph A of this Section. The Tribal Commission shall submit its arguments and supporting evidence within thirty (30) days of its receipt of the Patron's submission described in Subparagraph iv of this Section. This deadline may be extended by the SCA upon a showing of good cause by the Tribal Commission. The submission may be filed by mail or electronically. Upon receipt of a submission filed under this Subparagraph, the SCA shall acknowledge receipt to the Tribal Commission and transmit a copy of the opposing submission to the Patron.

**vi. Reply Submission.** Within fifteen (15) days of the Patron's receipt of the Tribal Commission's opposing submission described in Subparagraph iv of this Section, the Patron may file a reply submission. The reply submission may only address arguments raised in the Tribal Commission's opposing submission described in Subparagraph v of this Section and cannot introduce any new argument. The submission may be filed by mail or electronically. Upon receipt of a reply submission filed under this Subparagraph, the SCA shall acknowledge receipt to the Patron and transmit a copy of the reply submission to the Tribal Commission.

**xii. SCA Review.** The SCA may consider only the submissions of the parties provided that the material was considered by the Tribal Commission in making its initial decision. The SCA may only issue a decision contrary to the Tribal Commission's decision made pursuant to Paragraph A of this Section if the SCA determines that the Tribal Commission's decision was arbitrary, capricious, or an abuse of discretion. For purposes of this Subparagraph, "arbitrary" means not supported by logic or the necessary facts; "capricious" means adopted without thought or reason or is irrational; and "abuse of discretion" means outside the range of discretion delegated to the Tribal Commission by the Seminole Tribal Gaming Code.

**xiii. Award Limit.** The maximum amount of an award for the resolution of any Patron Dispute shall not exceed the actual amount of the Prize available from the Covered Game that is the subject of the Patron Dispute. A Patron is not eligible to be awarded any relief if the Patron Dispute arises due to the malfunction of a Covered Game.

**ix. Time for Decision.** The SCA shall make its decision on the appeal within ninety (90) days after the deadline for the Patron to file its reply submission or the date of the meeting to review the appeal, whichever is later. However, the SCA shall endeavor to make its decision within forty-five (45) days. The decision shall be in writing and contain reasons for its conclusions. Such decision shall be transmitted by mail to the Patron, and the Tribal Commission.

**x. Binding Effect of SCA Decision.** The decision of the SCA shall be binding on all the Parties.

**xi. Computation of Time.** For any time period stated within this MOA, begin counting from the next day that is not a Saturday, Sunday, or legal holiday; count every day, including intermediate Saturdays, Sundays, and legal holidays; and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, or during a state of emergency declared by the Governor, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday and does not fall within any period of time during a state of emergency declared by the Governor.

- (a) **"Last Day" defined.** The last day ends at midnight.
- (b) **"Next Day" defined.** The "next day" is determined by continuing to count forward when the period is measured after an event and backward when measured before an event.
- (c) **"Legal Holiday" defined.** Any holiday established by applicable federal or Florida law.

**Section 4. Notice of Patron Dispute Procedures.** The Tribal Commission shall make copies of the procedures described in Section 3 of this MOA available to Patrons in both paper and electronic form.

**Section 5. Severability.** Each provision, section, and subsection of this MOA shall stand separate and independent of each other provision, section, or subsection, and shall be interpreted to ensure compliance with the Indian Gaming Regulatory Act and the Compact. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this MOA to be invalid, the remaining provisions, sections, and subsections of this MOA shall remain in full force and effect, provided that severing the invalidated provision, section, or subsection does not undermine the overall intent of the Parties in entering this MOA.

**Section 6. Sovereign Immunity and Jurisdiction.** Nothing contained in this MOA shall be construed as a waiver of the Tribe's or the State's sovereign immunity or alter tribal, federal, or state civil adjudicatory or criminal jurisdiction in any way, beyond what is expressly provided for in the Compact.

**Section 7. Execution.** By signing below, the Parties agree to be subject to the terms of this MOA.

Approved By:

  
\_\_\_\_\_  
Executive Director  
Florida Gaming Control Commission

9/03/24  
Date

  
\_\_\_\_\_  
Chairman  
Seminole Tribal Gaming Commission

8/21/24  
Date