



March 6, 2024

***VIA E-MAIL***

Stephen M. Hart, Partner  
Lewis Roca Rothgerber Christie LLP  
201 East Washington Street, Suite 1200  
Phoenix, AZ 85004

**Re: Review of On-Reservation Mobile Sportsbook Agreement**

Dear Mr. Hart:

This letter responds to your May 22, 2023, request on behalf of your client, the Navajo Nation Gaming Enterprise (“NNGE”), for the National Indian Gaming Commission (“NIGC”) Office of General Counsel to review the *On-Reservation Mobile Sportsbook Agreement* between NNGE and Seminole Hard Rock Digital, LLC. Specifically, NNGE seeks a legal advisory opinion addressing whether the agreement constitutes a management contract, requiring the NIGC Chairman’s approval under the Indian Gaming Regulatory Act (“IGRA”), and whether the agreement violates IGRA’s mandate that a tribe have the sole proprietary interest in its gaming activity.

The NIGC Office of General Counsel has completed its review of the On-Reservation Mobile Sportsbook Agreement (“Agreement”), an amended version of which was received on January 10, 2024. The Agreement contains terms similar to other sports betting agreements the Office of General Counsel has reviewed, analyzed, and issued opinions for, which are available on the NIGC website. Applying the same analysis here, it is my opinion that the Agreement is not a management contract and does not require the Chair’s approval. Nor, in my opinion, does the Agreement violate IGRA’s sole proprietary interest mandate.

It is my understanding that the Agreement is represented to be in substantially final form. If the Agreement changes in any way, this opinion shall not apply. Further, this opinion is limited to the Agreement identified above and does not include or extend to any other agreements.

Please note that it is my intent to release this letter to the public through the NIGC’s website. If your client has any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that your client

Stephen M. Hart, Partner  
Re: Review of On-Reservation Mobile Sportsbook Agreement  
March 6, 2024  
Page 2 of 2

believes should be withheld.<sup>1</sup> If your client objects on the grounds that the information qualifies as confidential commercial information subject to withholding under Exemption Four of the Freedom of Information Act (“FOIA”),<sup>2</sup> please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.<sup>3</sup> Please support any claim of confidentiality with “a statement or certification by an officer or authorized representative of the submitter.”<sup>4</sup> Please submit any written objection to foia@nigc.gov **within thirty (30) days of the date of this letter**. After this time elapses, I will make this letter public and objections will no longer be considered.<sup>5</sup>

If you have any questions or require anything further, please contact Staff Attorney Adam L. Candler at 202-580-5718 or by e-mail at adam.candler@nigc.gov.

Sincerely,  


Rea Cisneros  
General Counsel (Acting)

cc: Christy Hubbard; Of Counsel; Lewis Roca Rothgerber Christie LLP

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<sup>1</sup> See 25 C.F.R. § 517.7(c).

<sup>2</sup> 5 U.S.C. § 552(b)(4).

<sup>3</sup> *Food Marketing Institute v. Argus Leader Media*, 139 S.Ct. 2356 (2019)

<sup>4</sup> 25 C.F.R. § 517.7(d).

<sup>5</sup> See *id.*