

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

SEMINOLE TRIBE OF FLORIDA,

Plaintiff,

v.

CONSOLIDATED CASE
CASE NO.: 4:15-cv-516-RH/CAS

STATE OF FLORIDA,

Defendant.

_____ /

ANSWER TO VERIFIED COMPLAINT

Defendant STATE OF FLORIDA (the “**State**”), by and through its undersigned counsel, hereby files its Answer to the Verified Complaint filed by the Seminole Tribe of Florida (the “**Tribe**”), and states as follows:

Jurisdiction and Venue

1. Admitted.
2. Admitted.
3. This paragraph consists of conclusions of law to which no answer is required; however, to the extent an answer is deemed required, it is admitted that the Tribe purports to assert in its Complaint certain claims but denied that this Court has subject matter jurisdiction over those claims as they are pled. Otherwise, the allegations of this paragraph are denied.
4. Denied that venue in the Northern District of Florida is appropriate under 28 U.S.C. § 1391(e).

The Indian Gaming Regulatory Act

5. Admitted that the Tribe has sovereign status and that the language of the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, *et seq.* (“IGRA”) speaks for itself; otherwise, denied.

6. Admitted that the language of the IGRA speaks for itself and denied that the State has in any way failed to comply with the IGRA. Moreover, the State denies that the provisions of IGRA cited by the Tribe permit the Tribe to ignore or refuse to honor existing provisions of the Compact which otherwise were previously negotiated in good faith.

7. Admitted that the language of the IGRA speaks for itself; otherwise, denied.

8. Admitted that the language of the IGRA speaks for itself; otherwise, denied.

9. Admitted that the language of the IGRA speaks for itself; otherwise, denied.

10. Admitted that the Department of the Interior has interpreted IGRA to permit an Indian tribe to share revenue with a state in return for limited exclusivity for the operation of Class III gaming. Denied as to all other allegations.

The Seminole-Florida Gaming Compact

11. This paragraph consists of conclusions of law to which no answer is required; however, to the extent that an answer is deemed required, it is admitted

that the State and the Tribe agreed upon a Class III Tribal-State Gaming Compact (“Compact”) that was signed by the Tribe and the Governor of Florida on April 7, 2010, ratified by the Florida Legislature by Chapter 2010-29, Laws of Florida, approved by the United States Department of the Interior on June 24, 2010 and became effective upon publication in the *Federal Register* on July 6, 2010; otherwise, denied.

12. Admitted that the Compact speaks for itself; otherwise, denied.

13. Admitted that the Compact speaks for itself; otherwise, denied.

14. Admitted that the Compact speaks for itself; otherwise, denied.

15. Admitted.

Banking or Banked Card Games

16. Admitted that the Compact speaks for itself, and admitted that pursuant to the Compact’s express terms, the Tribe’s authorization to conduct banking or banked card games terminated on July 31, 2015. However, the State affirmatively pleads that the continued conduct of such games by the Tribe is beyond the Compact’s “grace period” and, hence, without authorization. It is denied that the authorization to conduct such games has been renewed or that the State has permitted any other person, organization, or entity to conduct such games; otherwise, denied.

17. Admitted that the Compact speaks for itself; otherwise, denied.

The State’s Authorization for Other Persons

to Operate Banking or Banked Card Games

18. Denied.

19. Denied.

20. Denied.

21. Denied to the extent that this paragraph suggests that the Tribe's authorization has not already expired, and denied that the allegations of this paragraph are pertinent to the issue of whether the Tribe's authorization has expired under the terms of the Compact that the Tribe negotiated and signed; otherwise, denied.

**Count I
Breach of Compact**

22. The State incorporates by reference its responses to paragraphs 1 through 21 as though stated in full herein.

23. Admitted that the Compact speaks for itself and admitted that the Tribe sent a letter on June 24, 2015. It is denied that either the Compact or the IGRA provides the Tribe a remedy to avoid a bargained-for obligation in an existing Compact, or that the postal delivery of such a letter triggered any obligation by the State in light of the existing Compact; otherwise, denied.

24. Admitted.

25. Denied.

26. Denied.

Count II
Violation of the IGRA

27. The State incorporates by reference its responses to paragraphs 1 through 26 as though stated in full herein.

28. Denied.

29. Denied.

30. Admitted that the language of the IGRA speaks for itself, but denied that the IGRA provides the Tribe a remedy to avoid a bargained-for obligation in an existing Compact.

31. Admitted that the Tribe sent a letter on December 30, 2014; denied that the Compact or the IGRA provide the Tribe a remedy to avoid a bargained-for obligation in an existing Compact, or that the sending of such a letter triggered any obligation by the State in light of the existing Compact; otherwise, denied.

32. Admitted that the Tribe sent a letter on May 1, 2015; denied that the Compact or the IGRA provide the Tribe a remedy to avoid a bargained-for obligation in an existing Compact, or that the sending of such a letter triggered any obligation by the State in light of the existing Compact; otherwise, denied.

33. Denied.

34. Admitted that the language of the IGRA speaks for itself, but specifically denied that the Tribe has properly stated such a claim or that the State has failed to negotiate in good faith, and furthermore specifically denied that this

Court has subject matter jurisdiction over the claims asserted by the Tribe; otherwise, denied.

35. Admitted that the language of the IGRA speaks for itself, but specifically denied that the Tribe has properly stated such a claim or that the State has failed to negotiate in good faith, and furthermore specifically denied that this Court has subject matter jurisdiction over the claims asserted by the Tribe; otherwise, denied.

All allegations not expressly admitted herein are denied.

AFFIRMATIVE DEFENSES

The State asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Tribe's complaint fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

This Court lacks subject matter jurisdiction over the claims asserted in the Tribe's complaint. No party can stipulate to federal court jurisdiction that otherwise does not exist as a matter of federal law.

THIRD AFFIRMATIVE DEFENSE

This Court is not the appropriate venue for this litigation pursuant to 28 U.S.C. § 1391.

FOURTH AFFIRMATIVE DEFENSE

The State has not breached any agreement with the Tribe.

FIFTH AFFIRMATIVE DEFENSE

Nothing in the Compact between the Tribe and the State excuses the Tribe's failure to comply with the terms of the Compact.

SIXTH AFFIRMATIVE DEFENSE

The State is entitled to rely upon the terms of the Compact, which was bargained-for in good faith.

SEVENTH AFFIRMATIVE DEFENSE

The Tribe has unjustifiably refused to perform its obligations under the Compact, materially breaching the Compact and discharging the State's obligations thereunder.

EIGHTH AFFIRMATIVE DEFENSE

The State has not knowingly or intentionally waived any applicable defenses, and it reserves the right to assert and rely upon other applicable defenses that may become available or apparent throughout the course of this action. The State reserves the right to amend or seek to amend its answer or affirmative defenses.

WHEREFORE, having answered all of the allegations in the Tribe's Complaint and having raised sufficient affirmative defenses thereto, the State demands judgment in its favor and for such other and further relief as this Court deems just and proper, and demand a trial by jury on all issues so triable.

DATED: January 20, 2016

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 20, 2016, the foregoing Answer to Verified Complaint was filed electronically with the Clerk of the United States District Court for the Northern District of Florida by using the CM/ECF system which will send a notice of electronic filing to all counsel of record.

/s/ William N. Spicola
Attorney