Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

Meeting Agenda
Thursday, August 6, 2026
9:30 AM
Joseph P. Cresse Hearing Room 148
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0850

1. Approval of Meeting Minutes
   1.1. June 4, 2026
2. Executive Director update
3. Change of ownership in permit held by Fronton Holdings d/b/a Card House Port St. Lucie, case no. 2026-033730
4. Discussion of application for transfer of permitholder tax credit/exemption
   4.1. 2026-051475 – TBD Entertainment, LLC.
   4.2. 2026-051626 – Bonita-Fort Myers Corporation
   4.3. 2026-051637 – Investment Corporation of Palm Beach
   4.4. 2026-051644 – Pensacola Greyhound Racing, LLP.
   4.5. 2026-051649 – St. Petersburg Kennel Club, Inc.
   4.6. 2026-051653 – Sarasota Kennel Club, Inc.
   4.7. 2026-051662 – Washington County Kennel Club, Inc.
   4.8. 2026-051670 – License Acquisitions, LLC.
   4.9. 2026-051674 – West Volusia Racing, Inc.
   4.10. 2026-051677 – Melbourne Greyhound Park, LLC.
   4.11. 2026-051709 – 831 Federal Highway Holding Acquisition, LLC.
   4.12. 2026-051718 – Penn Sanford, LLC.
5. Discussion of Default Final Order
   5.1. 2026-027296 – Wilson, Tony Marvin
6. Miscellaneous Final Order
   6.1. 2026-024007 – Zumpano, Vincent Paul Sr.
7. Discussion of Recommended Orders
   7.1. 2023-054489 – Ludlow, Megan M.
   7.2. 2025-063342 – Brooks, Casey

7.3. 2025-079385 – Puckett, Andrea Leigh

7.4. 2026-001589 – Avellan, Alyssa Carly

7.5. 2026-012185 – Birdwell, Tena M.

8. Discussion of License Denials

8.1. 2026-038712 – Chick, Christiene Marie

8.2. 2026-040872 – Wood Gregory Brent

8.3. 2026-043482 – Sweezer, Jake Taylor

9. Discussion of Final Orders pursuant to request from respondent

9.1. 2025-071944 – Tug, June Muwel

10. Discussion of Rulemaking

10.1. Rules 75-14.001, .022, .039, .042, .047, .048, .075, .076, .081, F.A.C.

11. Public Comment

12. Closed Attorney-Client Session

12.1. 2026-010378 – TBD Entertainment, LLC.

12.2. 2026-018186 – TBD Entertainment, LLC.

12.3. Forfeiture of: Fifty-Five Thousand Nine Hundred Sixty Dollars and Ten Cents in U.S. Currency; Leon County, Case No. 25-CA-000541

12.4. Forfeiture of: Twenty Thousand One Hundred Thirty Dollars in U.S. Currency; Leon County, Case No. 25-CA-000542

12.5. Forfeiture of: Sixteen Thousand Sixty-Five Dollars in U.S. Currency; Leon County, Case No. 25-CA-000543

12.6. Forfeiture of: Thirty Thousand One Hundred Sixty-Four Dollars and Sixty-One Cents in U.S. Currency; Lake County, Case No. 25-CA-000449

If you want to make public comment at this meeting,
please contact Dixie Parker no less than 24 hours
before the start of the meeting at
Dixie.Parker@flgaming.gov.

1. Approval of Meeting Minutes

FLORIDA GAMING CONTROL COMMISSION

PUBLIC MEETING

PRESENT: Julie I. Brown, Chair
Tina Repp, Vice Chair
Peter Cuderman, Commissioner
John D'Aquila, Commissioner
William Spicola, Commissioner

DATE: Thursday, June 4, 2026

TIME: 9:31 a.m. - 11:27 a.m.

PLACE: Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399

Stenographically Reported by:
Kenneth A. Regan, CCR

Job No. 1535578

1 APPEARANCES:

2 COMMISSIONERS:

3 Chair Julie I. Brown

4 Vice Chair Tina Repp

5 Commissioner John D'Aquila

6 Commissioner Peter Cuderman

7 Commissioner William Spicola

8

9 COMMISSION STAFF:

10 Alana Zimmer, Executive Director

11 Elina Valentine, General Counsel

12 Joe Dillmore, Director of Pari-Mutuel Wagering

13 Carl Herold, Director of Law Enforcement

14 Marc Taupier, Deputy General Counsel

15 Emily Alvarado, Chief Attorney in Litigation

16 Justin Hundersmarck, Senior Attorney

17 Carmine Pisano, Senior Attorney

18 Dixie Parker, Business Manager I

19

20 OTHERS PRESENT:

21 Jonathan Zachem, PPI, Inc., Counsel (Appears by Phone)

22 Gary Rutledge, TBD Entertainment, LLC., Counsel

23 Joshua Alexander, James Barr Counsel (Appears by Phone)

24 The Florida Channel

25 Various Members of the Public

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(Whereupon, the following proceedings commenced at 9:31 a.m.)

CHAIR BROWN: Thank you so much, everybody, for being here today. This is the Florida Gaming Control Commission Meeting.

The date is Thursday, June 4th. The time is 9:30, and if you will please stand with us for the Pledge of Allegiance, which will be given by our most recent masters graduate, Commissioner Cuderman.

(Whereupon, the Pledge of Allegiance was recited.)

CHAIR BROWN: Thank you, all.

And thank you, Commissioner Cuderman, congratulations for the many accomplishments you have achieved thus far.

With that, I just wanted to do a few housekeeping items to let you all know. We have a few attorney/client sessions. At the end of today's agenda, we will pause the Florida channel at that time, the public meeting as well, and then we will resume once that concludes. And item 3.1 is going to be postponed to another agenda at a later date.

And now we will commence our formal

1 meeting.
2 With that, Commissioners, can we please
3 get a motion to approve the meeting minutes for
4 April 9th and May 7th?
5 MR. SPICOLA: So moved.
6 CHAIR BROWN: Thank you.
7 And a second?
8 COMMISSIONER D'AQUILA: Second.
9 (Aye responses.)
10 THE COMMISSION: Aye.
11 CHAIR BROWN: Thank you.
12 We are moving into our executive
13 director update.
14 DIRECTOR ZIMMER: Good morning. Thank
15 you, Chair Brown. Thank you all for being here
16 today. A little housekeeping here, as well.
17 I just wanted to point out that our
18 September meeting will be September 3rd here in
19 Tallahassee, and I'd also like to welcome our
20 new FGCC team members who came on board in May.
21 Our new employee is John Rothem, who is a
22 senior crime intelligence analyst; Hailey
23 Henderson, OPS clerk; Paula Adams, our
24 financial examiner analyst, II; Rache'l Layerd,
25 regulatory analyst; and Kristen Lewis, our

1 operations review specialist. So welcome to
2 all of you.
3 CHAIR BROWN: Thank you. Welcome.
4 DIRECTOR ZIMMER: Our Compulsive
5 Gambling partnership with Cambridge is also
6 progressing well. Our director of
7 administration, Lisa Mustain, and I visited our
8 partner in Denver last month, and I'm proud to
9 say that we are making great strides with this
10 organization to serve the citizens of Florida.
11 In addition to the resources we are
12 currently providing for those affected by
13 compulsive gambling, we are also going to be
14 ruling out new resources specifically for our
15 seniors and veterans in the upcoming year, two
16 populations who are heavily targeted by illegal
17 operators, and our call numbers were consistent
18 for the month of May.
19 CHAIR BROWN: Thank you.
20 Is there any questions?
21 (No response.)
22 CHAIR BROWN: Awesome. We are looking
23 forward to seeing that, the rollout, too.
24 DIRECTOR ZIMMER: And we continue to
25 grow our social media community, communicating

our consumer protection efforts and law enforcement operations providing transparency, building trust with our citizens.

Last month, our biggest gaming were on our Instagram platform. We had a 15 percent increase.

I also want to encourage everyone here to check out our Linkedin page. We will be posting any positions for our new squads in the Sarasota and Jacksonville area. We really would encourage all of you to take a look at that and encourage people who you think may be good partners for our organization.

CHAIR BROWN: Thank you, Director Zimmer.

I just do want to send our -- publicly, our appreciation to the legislature, both chambers for the support of our two new squads. It's tremendous.

It's going to match exactly what we need as we continue to tackle illegal gambling across the state, and I think the posture of where those positions are, are going to just be a tremendous relief for the stress that our team already has.

1 DIRECTOR ZIMMER: We -- we are really
2 super grateful for this, especially with the
3 recent operations we've had in the area with
4 the increase, you're exactly right; it is what
5 we need.
6 And then in our pari-mutuel wagering
7 division, we issued nearly 1,000 Individual
8 Occupational Business Licenses, continuing to
9 contribute to employment for Floridians across
10 the state.
11 And I specifically wanted to thank all
12 of our partners who participated in our
13 cardroom and slot discussion we had in Fort
14 Lauderdale last month. It was great to see so
15 many of you take part in this opportunity to
16 improve our operations.
17 I just wanted to pass this over to
18 Elina Valentine, our general counsel, to give
19 some more details on that.
20 Elina?
21 CHAIR BROWN: Thank you, Director.
22 Good morning.
23 MS. VALENTINE: Good morning.
24 And I'd just like to go, directly to --
25 Executive Director Zimmer, and thank the

industry for showing up to our cardroom discussions. We have had three cardroom discussions across the state; one of March 24th, one of April 2nd, and one on May 7th. The transcripts of all of those are now ready and available on our website.

We have also received a number of written comments that were also very insightful. I think the meetings were very productive, and the Commission staff right now are reviewing all of the comments we've received at the meeting, in person, all of the written comments, and we will be compiling all of them and organizing it by rule, and presenting it to Commission for review and consideration at future Commission meetings.

With respect to the slot machine rules that intend to allow the transfer of jackpot winnings to the slot machine credit meter in lieu of hand pay, we have had a very, again, productive workshop at the May 7th Commission meeting, and we received, again, very valuable, insightful feedback from the industry.

Commission staff are also looking at all of that and incorporating that -- those

suggestions into our rule development language and proposed rules will also be in front of the Commission for consideration at a future meeting.

CHAIR BROWN: Thank you, Ms. Valentine.

Commissioners, are there any questions?

(No response.)

CHAIR BROWN: I want to thank your staff -- all of our staff here for participating and all of the discussion, as well as the industry for participating. It's going to help shape us a little bit better. Thank you.

Director Zimmer?

DIRECTOR ZIMMER: Thank you.

I'm going pass this onto Carl Herold, our director of -- our chief -- our Director of Law Enforcement. I'm sorry. I got in very late last night from -- from our conference.

Carl, I will hand it over to you.

CHAIR BROWN: Thank you.

DIRECTOR HEROLD: Thank you. And you're forgiven.

Good -- good morning. Thank you, Chair Brown, Vice Chair Repp, and Commissioners.

Before I get started about our

activities this past month in the Gaming Enforcement Division, I, too, would like to echo the gratitude that we have with the legislature, Governor DeSantis, and all those involved to get us these two additional squads.

It can't be under appreciated, the assistance that this is going to give us in our enforcement activities. We are going to potentially increase our investigator capacity by 66 percent over what we currently have, which is fantastic.

And how that benefits the mission of the Gaming Control Commission and the Gaming Enforcement is that it allows us to better serve the Floridians across the state and provide them with the attention to these illegal activities that are taking place and -- and protect them from nefarious activities of some of these bad folks that are running these illegal gambling locations.

It also provides us with a better response to our partners. We will have two squads that will be strategically located across the state to meet both, geographically and -- the need geographically, but also based

on the amount of activity.

One of the squads that we're going to place out in the State will be in Sarasota, and the Sarasota, Southwest Florida area is a hot spot for illegal gambling activity right now. So this gives us an opportunity to have a better response to meet the needs of this illegal activity.

And then also, as you are well aware, we pride ourselves in gaming enforcement, and as a Commission overall, in our collaboration partnership with other law enforcement agencies, and by having these additional squads and the additional personnel to -- to be a part of that, we are going to be able to better support our partners out there.

So this is a win on all -- on all facets, as far as I'm concerned.

CHAIR BROWN: Director Herold, thank you so much.

Vice Chair Repp, do you have any comments?

VICE CHAIR REPP: Yeah. I'm very excited about this. The new squads are going to add so much to -- just to the body of our

1 law enforcement agency, but also handle a lot
2 of the travel that we do right now with the
3 limited areas that we have that we can cover.
4 So it's really timesaving, money saving,
5 and I think we are going to get it back 10 --
6 you know, 100 fold, when it gets set up. I'm
7 very excited about that.
8 CHAIR BROWN: Thank you.
9 That might -- and I want to also thank
10 you and the sheriffs that supported the efforts
11 and initiatives. Your relationship across the
12 State has really made a big headway here.
13 And so thank you for your efforts, as
14 well as the sheriffs that supported this
15 initiative.
16 DIRECTOR HEROLD: Absolutely, and I
17 think that the law enforcement agencies that
18 supported us along with several States'
19 attorney offices. They recognize the value
20 that comes from us being a part of that and so
21 we -- we welcome and appreciate them for what
22 they have done.
23 Moving on to the activity for this past
24 month, in the Gaming Enforcement section. We
25 were involved in 30 different operations

statewide. We were able to seize approximately 569 slot machines through those activities, including several more bulk items.

We confiscated or seized $294,000 in those activities this -- this past month and, you know, the reason that I like to highlight that is because that's the -- you know, the lifeblood of those illegal activities, and if we were able to seize that money and dissuade them from trying to get these illegal gains, then it certainly changes their attitude.

But also -- and I want to bring up this: That we have said many, many times that these bad activities, the people that are involved in illegal gambling are not just involved in illegal gambling. They are always involved in other activities that are detrimental to the community that they are in and also the State of Florida.

And this past month, one of the activities we were a part of, there were a number of counterfeit illegal prescription narcotics to the tune of four garbage bags full of them. That's not my -- my measure of how to classify them. That's -- that's how they were

1 packaged by the bad guys. They put them in
2 garbage bags. So we had four packaged garbage
3 bags of counterfeit illegal drugs. So that --
4 that was important, as well.
5 CHAIR BROWN: Thank you, Director
6 Herold. And this new chart that you developed
7 here is so incredible. This really provides
8 and shows that, even to date -- and this as of
9 June 2026 -- we are involved in more operations
10 than we were from last year; I mean, just
11 triple.
12 DIRECTOR HEROLD: And I owe that to the
13 work of the team and my two Chiefs, Gary Snyder
14 and Christina Linton and the incredible work
15 they do to help motivate and gets our folks out
16 there doing good work.
17 CHAIR BROWN: Thank you. Yes, Vice
18 Chair Repp?
19 VICE CHAIR REPP: Yeah. You know, once
20 again, I'm so impressed that Commissioner Chair
21 Brown has -- how -- how much -- how we have
22 increased the number of activities we have had
23 out there, but I'd also like to commend you on
24 -- despite that, we are getting a great deal of
25 training, too. And the training that you are

1 doing that I'm reading here is excellent, and I
2 think we get that back, you know, multiple what
3 we put into that. The time training is what
4 keeps us on top of what these bad actors are
5 doing.
6 And I'm glad -- and I'd like to credit
7 our teams out there for completing this
8 training. It is very important, and I know
9 it's going to contribute to even more that we
10 will see in the future, more activity.
11 CHAIR BROWN: Thank you. Commissioner?
12 COMMISSIONER SPICOLA: I would just say
13 I appreciate you highlighting the fact that
14 there is all of this other criminal activity
15 going on, illegal schemes, illegal slot
16 machines.
17 Now, obviously, our primary job in the
18 Gaming Enforcement; however, illegal
19 activity begets more illegal activity, and
20 snuffing these things out would be beneficial,
21 not just for Gaming Enforcement, but any
22 criminal activity in the community, so I really
23 appreciate you guys for that.
24 DIRECTOR HEROLD: Thank you very much.
25 CHAIR BROWN: Thank you, Commissioner

Spicola.

Commissioner D'Aquila?

COMMISSIONER D'AQUILA: Yeah. I'll just add, it's always impressive to see how well you all keep track of the tips that come in from Florida citizen taxpayers, so forth, and that number continues to grow.

And especially appreciative that, you know, all being dealt with, classified, followed up, and the volume and consistency of public calling about what they perceive as illegal gambling is not letting up.

DIRECTOR HEROLD: No.

COMMISSIONER D'AQUILA: But you are all keeping on top of it in a very effective way. So I think the Florida taxpayers and the residents who are here say, "thank you".

CHAIR BROWN: Thank you.

DIRECTOR HEROLD: Thank you.

And then the last thing I would like to highlight is this past month, we were able to destroy 203 machines. We still work very aggressively to determine whenever the court cases are resolved in our actions and try to get those machines destroyed as quickly as

1 possible to make room for additional machines
2 and also to be fiscally responsible --
3 responsive to what the -- the State has given
4 us for warehouse space, so thank you.
5 CHAIR BROWN: Thank you, Director
6 Herold.
7 Any other questions or comments?
8 (No response.)
9 CHAIR BROWN: Thank you, and thank you
10 for your Department's incredible work this last
11 month.
12 DIRECTOR HEROLD: The only thing I would
13 say is: One commissioner didn't say anything,
14 though.
15 CHAIR BROWN: Commissioner Cuderman?
16 COMMISSIONER CUDERMAN: Director Herold,
17 I just want to congratulate your team on your
18 fantastic work over the last month, but -- but
19 we seriously mean it. You guys are doing the
20 Lord's work, and I know it's tough to work with
21 all the law enforcement agencies.
22 You know, you hope to have the best
23 relationship possible with them, but when we
24 are facing misdemeanors only for -- for these
25 offenses and, you know, one of the things we

1 have to do is to ask the legislature to get
2 something passed that moves these from
3 misdemeanors to felonies so that our partners
4 in law enforcement across the State will ramp
5 up and want to work with us even more. They
6 are -- they're already being great partners,
7 but I know that's a difference maker.
8 And I'd love in a future session, if we
9 could have a little bit more discussion about
10 what that would look like if we were able to
11 get that increased penalty.
12 CHAIR BROWN: Absolutely. And,
13 Commissioner Cuderman, I think also has been to
14 one of our agenda conferences. That is very
15 timely as we start planning for the next
16 legislative session very soon, as well as our
17 budget. So I think that's a great suggestion.
18 We'll --
19 Director Zimmer, if we can get that on
20 the agenda for July or August, that would be --
21 would be excellent.
22 With that, is there any other questions?
23 (No response.)
24 CHAIR BROWN: We are going to go right
25 into our agenda here. We are going to items

1 4.1 through 4.8, Discussion of the Default
2 Final Orders.
3 Mr. Pisano?
4 MR. PISANO: Good morning.
5 Carmine Pisano, for the record.
6 Item 4.1 is Hendrew Raphael, Case Number
7 2025-061909.
8 The Division seeks the revocation of the
9 Respondent's Pari-Mutuel Wagering General
10 Individual Occupational License.
11 The Division filed a two-count
12 administrative complaint alleging that the
13 Respondent was convicted of a disqualifying
14 felony of carrying a concealed weapon, unlawful
15 carrying of a firearm, and failed to notify the
16 Commission within 48 hours of the conviction.
17 Case materials include confirmation that
18 service was completed on January 6th, 2026, and
19 Respondent did not answer within 21 days.
20 Therefore, the Division requests the
21 Commission enter an order with the following
22 findings: That the Respondent was properly
23 served with the administrative complaint; did
24 not respond within the deadline and waived the
25 right to request a hearing; the factual

allegations in the administrative complaint are accepted as findings of fact in this case; the conclusions of law in the administrative compliant are adopted as conclusions of law in this case; and that Respondent's Pari-Mutuel Wagering General Individual Occupational License is revoked.

CHAIR BROWN: Thank you.

Commissioners, are there any questions?

Do you know, Mr. Pisano, if Bonita Springs terminated his employment?

MR. PISANO: He was already on -- a probationary employee, so he was on the temporary license.

CHAIR BROWN: Thank you. All right.

Commissioners, can we get a motion to approve the staff recommendation?

VICE CHAIR REPP: I'll make a motion to approve that staff recommendation.

CHAIR BROWN: And a second?

COMMISSIONER D'AQUILA: I'll second that motion.

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you.

And 4.2 -- we are good up here, but we are going to go with -- to 4.2.

MR. PISANO: Item 4.2 is Pat Richard DiPietro, Case Number 2025-087561.

The case materials include the administrative complaint alleging that Respondent was a patron of, was ejected from, and was permanently excluded from Harrah's Pompano Beach.

The administrative complaint seeks permanent exclusion from all pari-mutuel wagering facilities, gaming facilities, and slot machine facilities in the State of Florida. The case materials include confirmation of services was completed April 16th, 2026, and Respondent did not answer within 21 days.

Therefore, the Division requests the Commission enter an order with the following findings: Respondent was properly served with the administrative complaint; did not respond within the deadline and waived the right to request a hearing; the factual allegations of the administrative complaint are adopted as a

1 findings of fact in this case; provisions of
2 law in the administrative complaints are
3 adopted as conclusions of law in this case; and
4 the Respondent shall be permanently excluded
5 from all professional pari-mutuel facilities,
6 and all facility slot machines licensees in the
7 State of Florida.
8 CHAIR BROWN: Thank you. And in this
9 case, the Respondent was also arrested.
10 Commissioners, if there are no
11 questions, can we get a motion to approve the
12 staff recommendation?
13 COMMISSIONER D'AQUILA: I will make a
14 motion to approve the staff recommendation.
15 VICE CHAIR REPP: Second.
16 CHAIR BROWN: Thank you. All those in
17 favor, say "aye".
18 (Aye responses.)
19 CHAIR BROWN: Thank you.
20 Moving on to 4.3.
21 MR. PISANO: Item 4.3 is
22 Dimitry Dinerman, Case Number 2025-089659.
23 The case materials include the
24 administrative complaint alleging that
25 Respondent was a patron of, was ejected from,

and was permanently excluded from Harrah's Pompano Beach. The administrative complaint seeks permanent exclusion form all pari-mutuel wagering facilities and any facility of a slot machine licensee in the State of Florida.

The case materials include confirmation service was completed on April 17th, 2026, and Respondent did not answer within 21 days.

Therefore, the Division requests the Commission enter an order with the following findings: The Respondent was properly served with the administrative complaint; did not respond within the deadline and waived the right to request a hearing; the factual allegation in the administrative complaint are adopted as findings of fact in this case; the conclusions of law in the administrative complaint are adopted as conclusions of law in this case; and that Respondent shall be permanently excluded from all pari-mutuel wagering facilities and all slot machine licensees in the State of Florida.

CHAIR BROWN: Okay. Thank you.

If there are no questions, can we get a motion to approve staff recommendations on 4.3?

COMMISSIONER SPICOLA: So moved.

CHAIR BROWN: Second?

COMMISSIONER D'AQUILA: Second.

CHAIR BROWN: All those in favor say "aye".

(Aye responses.)

CHAIR BROWN: Item 4.4.

MR. PISANO: Item 4.4, Kyle Logan Manning, Case Number 2025-087257.

The case materials include the administrative complaint alleging that the Respondent was a patron of, ejected from, and permanently excluded from Oxford Downs.

The administrative complaint seeks permanent exclusion from all pari-mutuel wagering facilities in the State of Florida. The case materials include a confirmation of service was completed on April 17th, 2026, and Respondent did not answer within 21 days.

Therefore, the Division requests the Commission enter an order with the following findings: That Respondent was properly served with the administrative complaint; did not respond within deadline and waived the right to request a hearing; the factual allegations in

the administrative complaint are adopted as a findings of fact in this case; the conclusions of law in the administrative complaint are adopted as conclusions of law in the case; and that the Respondent shall be permanently excluded from all pari-mutuel wagering facilities in the State of Florida.

CHAIR BROWN: Thank you. And this is another one where the Respondent was arrested, charged with trespassing and resisting arrest.

So if there are no questions, can we get a motion to approve staff recommendation?

COMMISSIONER SPICOLA: So moved.

CHAIR BROWN: And a second?

VICE CHAIR REPP: Second.

CHAIR BROWN: All those in favor say "aye".

(Aye responses.)

CHAIR BROWN: Item 4.5.

MR. PISANO: Item 4.5 is Keevonya Denise Raines, Case Number 2026-018265.

Case materials include the administrative complaint alleging that the Respondent was a patron of, was ejected from, and permanently excluded from Hialeah Park

Racing & Casino. The administrative complaint seeks permanent exclusion from all pari-mutuel wagering facilities and any facilities of slot machine licensees in the State of Florida. The case materials include confirmation of services was completed on April 21st, 2026, and Respondent did not answer within 21 days.

Therefore, the Division requests the Commission enter an order with the following findings: The Respondent was properly served with the administrative complaint; did not respond within deadline and waived the right to request a hearing; that the factual allegations in the administrative complaint are adopted as a findings of fact in this case; that the conclusions of law in the administrative complaint are adopted as conclusions of law in this case; and that the Respondent be permanently excluded from all pari-mutuel facilities and facility slot machine licensees in the State of Florida.

CHAIR BROWN: Thank you very much. I want to compliment our investigative specialists who focused and really detailed this report. This one stood out to me and was

extraordinarily detailed. So I want to thank you, Ms. Campbell and Mr. Mania, for their work on this.

If there are no questions, can we get a motion to approve?

VICE CHAIR REPP: I'll make that motion.

CHAIR BROWN: And a second?

COMMISSIONER D'AQUILA: Second that motion.

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: 4.6.

MR. PISANO: Item 4.6, Ryan Brinkman, Case Number 2026-003615.

The Division seeks the revocation of Respondent's Cardroom Employee Occupational License.

The Division filed a three-count administrative complaint alleging that the Respondent was arrested and convicted of a disqualifying misdemeanor, petty theft; failed to notify the Commission within 48 hours of the conviction; and failed to notify the Commission within 5 days of the arrest.

The case materials include confirmation that service was completed on April 22nd, 2026, and Respondent did not answer within 21 days.

Therefore, the Division requests the Commission enter an order with the following findings: That the Respondent was properly served with the administrative complaint; did not respond within the deadline and waived the right to request a hearing; that the factual allegations in the administrative complaint are adopted as a findings of fact in this case; the conclusions of law in the administrative complaint are adopted as conclusions of law in this case; and the Respondent Cardroom Employee Occupational license is revoked.

CHAIR BROWN: Thank you. Mr. Pisano, do we know if this individual was also terminated from his employment? I didn't see it in the record.

MR. PISANO: I do not see it in the report either.

CHAIR BROWN: Okay. That -- and for future, could we inquire about that, future investigations, when we have revocation and suspensions? Thank you.

If there are no questions, Commissioners, can we get a motion to approve the staff recommendations?

COMMISSIONER D'AQUILA: Make a motion to approve the staff recommendations.

VICE CHAIR REPP: Second.

CHAIR BROWN: All in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you.

4 -- 4.7.

MR. PISANO: Item 4.7 is Jordan Ferber, Case Number 2026-009248.

Case materials include the administrative complaint alleging that Respondent was a patron of, was ejected from, and was permanently excluded from Harrah's Pompano Beach.

The administrative complaint seeks permanent exclusion from all pari-mutuel wagering facilities and any facility with slot machine licensee in the State of Florida.

Case materials include confirmation of service was completed on April 24th, 2026, and the Respondent did not answer within 21 days.

Therefore, the Division requests the

1 Commission enter an order with the following
2 findings: The Respondent was properly served
3 with the administrative complaint; did not
4 respond within the deadline and waived the
5 right to request a hearing; the factual
6 allegations in the administrative complaint are
7 adopted as a findings of fact in this case; the
8 conclusions of law in the administrative
9 complaint are adopted -- excuse me -- as
10 conclusions of law in this case; and that the
11 Respondent shall be permanently excluded from
12 all pari-mutuel facilities and facility slot
13 machine licensees in the State of Florida.
14 CHAIR BROWN: Thank you. I know that's
15 a lot to say. Okay.
16 Commissioners, if there are no
17 questions, can I get a motion to approve the
18 staff recommendations as presented?
19 COMMISSIONER SPICOLA: So moved.
20 CHAIR BROWN: And a second?
21 COMMISSIONER D'AQUILA: Second.
22 CHAIR BROWN: All those in favor, say
23 "aye".
24 (Aye responses.)
25 CHAIR BROWN: And the last -- the last

1 item, 4.8.
2 MR. PISANO: Item 4.8, Hector
3 Jimenez-Cerbat, Case Number 2026-012659.
4 The case materials include the
5 administrative complaint alleging that
6 Respondent was a patron of, was ejected from,
7 and was permanently excluded from Hialeah Park
8 Racing & Casino.
9 The administrative complaint seeks
10 permanent exclusion from all pari-mutuel
11 wagering facilities and any facility of slot
12 machine licensee in the State of Florida. The
13 case materials include confirmation that
14 service was completed on April 27th, 2026.
15 Respondent did not answer within 21 days.
16 Therefore, the Division requests the
17 Commission enter an order with the following
18 findings: The Respondent was properly served
19 with the administrative complaint; did not
20 respond within deadline and waived the right to
21 request a hearing; the factual allegations in
22 the administrative complaint are adopted as a
23 findings of fact in this case; the conclusions
24 of law in the administrative complaint are
25 adopted as conclusions of law in this case; and

1 that the Respondent shall be permanently
2 excluded from all pari-mutuel wagering
3 facilities and facilities of slot machine
4 licensee in the State of Florida.
5 CHAIR BROWN: Thank you.
6 Seeing no questions, can we get a motion
7 to approve the staff recommendation?
8 COMMISSIONER SPICOLA: So moved.
9 CHAIR BROWN: Okay. And a second?
10 VICE CHAIR REPP: Second.
11 CHAIR BROWN: All in favor, say "aye".
12 (Aye responses.)
13 CHAIR BROWN: All right. Now we are
14 moving onto Miscellaneous Final Orders, 5.1.
15 MS. ALVARADO: Good morning.
16 Emily Alvarado, for the record.
17 5.1 is 2025-0540488, Manuel Cepero.
18 Here, the administrative complaint was served
19 on November 18th, 2025 seeking permanent
20 exclusion from all pari-mutuel and slot machine
21 facilities in the State of Florida based on his
22 ejection from Magic City Casino.
23 On December 17th, the Respondent filed
24 an untimely request for an informal hearing.
25 On February 5th, the Clerk of the Commission

filed an order to dismiss without prejudice, notifying the Respondent that he had 15 days to cure the defect by showing that the request was un -- was timely and -- or that equitable tolling applied to this case. The Respondent did not provide a response within 15 days.

The Division requests that we enter a final order dismissing the -- with prejudice the request for administrative hearing, adopting the allegations of fact and conclusions of law in the administrative complaint and adding the Respondent to the permanent exclusion list for all pari-mutuel and slot machine facilities.

CHAIR BROWN: Thank you.

Any questions, Commissioners?

(No response.)

CHAIR BROWN: If not, can we get a motion to adopt staff recommendation.

COMMISSIONER SPICOLA: So moved.

CHAIR BROWN: And a second?

COMMISSIONER D'AQUILA: Second.

CHAIR BROWN: All in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you.

1 We have two items under recommended
2 orders, 6.1 and 6.2.
3 MR. HUNDERSMARCK: Good morning.
4 6.1 is Anthony Dellabella, case
5 2025-038459.
6 The Division served the Respondent with
7 the administrative complaint seeking
8 Respondent's permanent exclusion from all
9 pari-mutuel facilities in Florida. Respondent
10 requested an informal hearing, which was held
11 on April 15th, 2026.
12 Following the hearing, the Hearing
13 Officer issued a recommended order recommending
14 that the Florida Gaming Control Commission
15 enter a final order permanently excluding the
16 Respondent from all licensed pari-mutuel
17 wagering facilities in the State of Florida.
18 Therefore, the Division requests the
19 Florida Gaming Control Commission enter a final
20 order adopting the hearing officer's
21 recommended order and permanently excluding the
22 Respondent from all licensed pari-mutuel
23 facilities in the State of Florida.
24 CHAIR BROWN: Thank you.
25 Commissioners, this is one where the

1 individual was cardroom buyers for home poker
2 games, so -- facilities.
3 Can we get a motion to approve the final
4 order adopting the hearing officer's
5 recommended order, permanently excluding the
6 Respondent?
7 VICE CHAIR REPP: I'll make that motion.
8 CHAIR BROWN: And a second?
9 COMMISSIONER CUDERMAN: Second.
10 CHAIR BROWN: All those in favor, say
11 "aye".
12 (Aye responses.)
13 CHAIR BROWN: And 6.2.
14 MR. HUNDERSMARCK: 6.2 is John Darwin
15 Hendry, Case Number 2025-056637. The Division
16 served Respondent, John Darwin Hendry, with the
17 administrative complaint alleging four counts
18 of dealer violations and seeking to impose one
19 or more of the penalties specified in Section
20 849.086 Subsection 14, Florida Statutes.
21 Respondent requested an informal
22 hearing, which was held on April 15th, 2026.
23 Following the informal hearing, the hearing
24 officer issued a recommended order,
25 recommending that the Florida Gaming Control

Commission enter a final order imposing a fine of $25 per count of the administrative complaint, for a total of $100.

Therefore, the Division requests the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and imposing a fine of $25 per count of the administrative complaint for a total of $100.

CHAIR BROWN: Thank you.

Commissioners, given the infraction, I agree with the hearing officer's recommended order, and I support it.

If you all, as well, agree with me, I would appreciate a motion to support the staff recommendation.

COMMISSIONER SPICOLA: I will make that motion supporting the staff recommendation, moving that -- to issue that final order as directed.

CHAIR BROWN: Thank you.

And a second?

COMMISSIONER D'AQUILA: I will second that motion.

CHAIR BROWN: All in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you.

We are moving on to the discussion of request of waivers, items 7.1 and 7.2.

MR. PISANO: Item 7.1 is Kirk Allen Herring, Jr., Case Number 2026-018575. We had the applicant apply for a pari-mutuel wagering general individual occupation license in order to work as a cook at Gulf Stream Park.

Upon review of the application, it was discovered that he had been convicted of one disqualifying offense of strong-armed robbery, a felony, from 2009 out of Miami-Dade County. We submitted a request for a waiver on February 2nd, 2026.

In his initial application, he answered "yes" to the question asking if he had been convicted of any crimes. He failed to include any detailed information. He received three deficiency letters requesting additional records and arrest reports.

He submitted an amended application requesting a waiver where he disclosed four convictions of crimes that disqualify him. For the strong-armed robbery conviction, he was

1 sentenced to 8 months and 26 days in County
2 Jail, requirement of entry and completion of
3 boot camp or work-release program for 6 months,
4 followed by 2 years house arrest, and 2 years
5 probation, and ordered to pay fines of $733.
6 Following that multiple probation
7 violations, probation was revoked on June 14th,
8 2012. He ultimately completed his
9 rehabilitation services, and his probation was
10 complete in 2018, and his fines had been paid
11 in full as of October 3rd, 2020.
12 We request the Commission either choose
13 to grant the waiver and issue a license or
14 request that you grant authority to issue of
15 letter of license denial.
16 CHAIR BROWN: Thank you, Mr. Pisano. I
17 appreciate all of those details from the facts
18 and the dates, as well.
19 Commissioners, do you have any comments
20 or questions?
21 Commissioner D'Aquila?
22 COMMISSIONER D'AQUILA: We have -- the
23 application is to work as a cook, as I
24 understand it. And he's had nothing
25 disqualifying since 2009; is that correct?

MR. PISANO: This is the report.

COMMISSIONER D'AQUILA: And I believe the hearing officer's recommendation also contained -- there was a reference from the manager at the Gulf Stream about his work ethic and so forth.

MR. PISANO: Yes. It was the manager at Palms, the restaurant he worked at. Advised that he had been working at the restaurant under a temporary license and doing well, and he had been an asset to the restaurant.

COMMISSIONER D'AQUILA: So I'm going to ask the Commission to maybe consider looking at this despite the -- and using the rough math here in my head, 17 years since this has occurred, and we haven't had any infractions of felonies since, as I understand it.

MR. PISANO: That's correct.

COMMISSIONER D'AQUILA: So I'm -- I'm leaning toward granting the license in this, considering all of those facts -- those facts.

CHAIR BROWN: Thank you, Commissioner D'Aquila. I'm also inclined, as well.

Commissioner Spicola?

COMMISSIONER SPICOLA: Wouldn't we have

1 the ability, because of the waiver request, to
2 condition the granting of this waiver and be --
3 not be allowed in any secure portion of the
4 facility?
5 CHAIR BROWN: Ms. Valentine?
6 MS. VALENTINE: Yes. Elina Valentine.
7 Yes. A waiver can be issued that only
8 weighs the -- the restrictions excluding
9 offenders of a limited term; meaning, only for
10 purposes of working in the kitchen, and that
11 way -- that would be what the waiver would say.
12 And also, Commissioner D'Aquila, I just
13 wanted to correct the record. It wasn't the
14 informal hearing officer that made these --
15 those statements. It was one of our
16 investigators. This case has not been before
17 an informal hearing officer.
18 COMMISSIONER D'AQUILA: Thank you.
19 CHAIR BROWN: Commissioner Spicola?
20 COMMISSIONER SPICOLA I would suggest
21 that we grant the waiver with the condition
22 that he's only allowed to work in an unsecured
23 area of the kitchen or along those lines.
24 CHAIR BROWN: And we have done that in
25 the past, Commissioner Spicola, so there's

1 precedence supporting that effort.
2 I would be inclined to -- I would love
3 to give him an opportunity to work,
4 regardless. So much time has passed and he has
5 no other infractions, so I would be inclined to
6 grant the waiver, issue a license whether it's
7 continual or in whole.
8 Vice Chair Repp?
9 VICE CHAIR REPP: Yeah, I support a
10 conditional license. I know we have had some
11 steakholders in the past express to us their
12 difficulty in hiring for kitchen, kitchen
13 staff.
14 And basically, these positions not being
15 customer-facing, I think it would be helpful
16 and right in this case to grant this waiver.
17 CHAIR BROWN: All right. If we are
18 ready, we -- we are inclined to take a motion,
19 Commissioner Spicola?
20 COMMISSIONER SPICOLA: I would move that
21 we grant the waiver on the condition that the
22 applicant is not allowed in any secured parts
23 of the facility.
24 CHAIR BROWN: Outside of the kitchen.
25 COMMISSIONER SPICOLA: Yes.

CHAIR BROWN: All right. Is that correct?

COMMISSIONER SPICOLA: Yes.

VICE CHAIR REPP: Second.

CHAIR BROWN: Any discussion? All right.

Are we clear on the motion, Ms. Valentine?

MS. VALENTINE: Yes, Chair Brown. Thank you.

CHAIR BROWN: Okay. All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: All right. Motion passes unanimously.

7.2, please.

MR. PISANO: 7.2 is April Valerie Robertson, Case 2026-024465.

Here, the applicant applied for a employment clerk room occupational licenses in order to work as a surveillance operator at Bestbet Jacksonville.

Upon review of the application, it was discovered that she had been convicted of one disqualifying offense, obtaining property with

a worthless check, a misdemeanor in 2004, out of the Clay County. On her initial application, she answered no to both questions as to she -- if she had been convicted of a crime.

She received a deficiency letter requesting additional records and arrest reports on March 26th, 2006. She submitted an amended application and a request for a waiver where she disclosed four offenses, but only one of which was disqualifying.

Obtaining property with a worthless check, she was sentenced on May 4th, 2004. She had six months probation, special conditions, include: An order to pay cost courts $153, restitution to Winn-Dixie at $107.09, restitution of $76, and attorney -- State attorney fees of $110. All payments should be completed within five months.

There was a violation of probation affidavit executed on October 21st, 2004 for failing to pay all required fines and court costs within the five months.

The violation of probation dismissed and was terminated on November 16th, 2004. All

1 fines and court costs have been paid.
2 We request the Commission to either
3 choose to grant the waiver and issue a license
4 or request the authority to issue a letter of
5 license denial.
6 CHAIR BROWN: Thank you, Mr. Pisano.
7 And there have been no other infractions
8 committed since that date in 2004?
9 MR. PISANO: Nothing that's been
10 disqualifying.
11 CHAIR BROWN: Okay. And she is applying
12 for surveillance; is that correct?
13 MR. PISANO: Yes, a surveillance
14 operator.
15 CHAIR BROWN: Is that someone that is
16 behind the cage or -- yes. Director Dillmore?
17 DIRECTOR DILLMORE: Joe Dillmore for the
18 record.
19 Surveillance person is simply a person
20 that's in the monitoring room and watching the
21 cardroom floor, count room, and monitoring
22 different transactions within cardroom.
23 CHAIR BROWN: Thank you.
24 Commissioners, are there any questions
25 on 7.2 or thoughts?

1 Commissioner Spicola?
2 COMMISSIONER SPICOLA: I would move that
3 we grant the waiver in this instance. It's
4 been 22 years, fines have been paid, no
5 infractions since. I would -- I would support
6 in granting the waiver.
7 CHAIR BROWN: I agree.
8 Is there -- that sounds like a motion?
9 Commissioner Spicola?
10 COMMISSIONER SPICOLA: I move that we
11 grant the waiver.
12 CHAIR BROWN: Thank you. Do we have a
13 second?
14 COMMISSIONER D'AQUILA: I grant a
15 second.
16 CHAIR BROWN: Any discussion?
17 (No response.)
18 CHAIR BROWN: All those in favor say
19 "aye".
20 (Aye responses.)
21 CHAIR BROWN: Passes unanimously.
22 We are on to 8.1, discussion of consent
23 order. I will note that we do have Mr. Zacham on
24 the line, if we have any questions.· And,
25 Commissioners, have any questions, we are

1 to go to turn to staff first on this item.
2 8.1.
3 MR. HUNDERSMARCK: 8.1 is PPI,
4 Incorporated, Case 2024-031374.
5 Respondent, PPI Incorporated, doing
6 business as Harrah's Pompano Beach requests
7 that the Florida Gaming Control Commission
8 consider and agree to the proposed settlement
9 and consent order to resolve this case.
10 Pursuant to the terms of the proposed
11 stipulation and consent order, Respondent will
12 agree to pay an administrative fine of $30,000
13 to the Florida Gaming Control Commission.
14 CHAIR BROWN: Thank you,
15 Mr. Hundersmarck
16 Commissioners, are there any questions
17 of Mr. Hundersmarck or Mr. Zacham?
18 (No response.)
19 CHAIR BROWN: All right. Seeing none,
20 can we get a motion to approve the stipulation
21 and consent order as presented?
22 Vice Chair Repp?
23 VICE CHAIR REPP: I'll make that motion.
24 CHAIR BROWN: Commissioners, is there a
25 second?

COMMISSIONER D'AQUILA: I will second that motion.

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you.

We are moving on to the discussion of license denial. We only had one item on this. Item 9.1.

MR. HUNDERSMARCK: 9.1 is Fernando Santiago-Reyes, Case Number 2026-030133. He applied for a slot machine/cardroom/pari-mutuel individual combination occupational license to work in security at Harrah's.

Upon review of the completed application, it was discovered the applicant had three disqualifying convictions. Those were first, burglary conveyance unoccupied, a felony from 2016; second, possession burglary tools, a felony from 2016; third, petite theft of $100 to $300, a misdemeanor, also in 2016.

On his initial application, he put no on the question about having any convictions or withheld adjudications or any pleas of guilty or no contest. He was sent one deficiency

letter asking him to list the information about his one arrest in 2015.

In his amended application, he did list the three convictions that he did provide the arrest report and court issued records. All three convictions stem from the same arrest in 2015 out of Broward County.

It appears he does have unpaid financial obligations associated with sentences or that he did as recently as the past year.

He's not eligible for a waiver due to having at least one felony, and this being an application for a slot/cardroom combination occupational license. The 90-day deadline is June 23rd.

Based on the record and the applicable law, the Commission may authorize the issuance of a letter of license denial.

CHAIR BROWN: All right. Commissioners, are there questions for Mr. Hundersmarck, or are there any comments on this item?

COMMISSIONER SPICOLA: I would move that we issue a letter of license denial.

CHAIR BROWN: Is there a second?

VICE CHAIR REPP: Second.

CHAIR BROWN: Is there any discussion?

(No response.)

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Passes, unanimously.

All right. We are going into the discussion of final orders pursuant to request from Respondent. We have three items on this.

10.1.

MR. HUNDERSMARCK: 10.1 is Clifford Warner Nestor, Case Number 2025-071958.

The case materials include the one-count administrative complaint filed by the Division alleging that Respondent failed to clear his hands on one or more occasions when exchanging chips and currency with players on September 30th, 2025 in violation of Rule 75-11.004 Subsection 8(a) code, Florida Administrative Code.

Respondent is a cardroom employee occupational licensee. The administrative complaint seeks to impose one or more penalties special -- to be specified in Section 849.086 Subsection 14 Florida Statutes.

Respondent returned an election of rights selecting option three, stating he did not dispute any of the allegations contained within the administrative complaint, waiving his right to administrative hearing and acknowledging that Commission would enter a final order imposing the action set forth in the administrative complaint.

Therefore, the Division requests the Commission enter a final order adopting the conclusions of law in the administrative complaint as a conclusion of law in this case, adopting the finding of fact in the administrative complaint as a findings of fact in this case, and imposing on Respondent one or more of the penalties specified in Section 849.086 Subsection 14, Florida Statutes.

CHAIR BROWN: Thank you, Mr. Hundersmarck. And I understand that you didn't put a specific recommended fine or penalty pursuant to 849.086.

Is there a specific reason why you did not provide a recommendation?

MR. HUNDERSMARCK: The staff did not want to offer a recommendation on this one.

1 CHAIR BROWN: Okay. So we just
2 previously had an item earlier about -- with --
3 with the same infraction, for clearing hands,
4 and we imposed the -- I think it was $25 for 4,
5 total of 100; is that correct?
6 MR. HUNDERSMARCK: Correct.
7 CHAIR BROWN: So do you think that would
8 be reasonable in this circumstance?
9 MR. HUNDERSMARCK: That would be a
10 policy question for Director Dillmore.
11 CHAIR BROWN: Director Dillmore?
12 DIRECTOR DILLMORE: Yes. So these
13 infractions, particularly with dealers, this is
14 a common practice that -- it's not only a
15 safeguard for the patrons, it's also for
16 surveillance and the general cardroom
17 practices, but it goes to this -- you know, a
18 lot of times on different nights, given video,
19 -- given the -- the -- the fine from the -- the
20 hearing officer on a similar case, I don't
21 think it would be an inappropriate amount.
22 And, again, if this individual continues
23 to have these issues in the future, we can
24 always get them back, and at that time take
25 further action.

1 CHAIR BROWN: Thank you. Great clarity
2 there.
3 Commissioners, any other comments,
4 thoughts on this item?
5 COMMISSIONER SPICOLA: I would recommend
6 a fine in the amount of $25 per one count
7 administrative complaint, consistent with the
8 previous approval of the hearings officer's
9 recommendation. I think that's appropriate.
10 CHAIR BROWN: Thank you.
11 And if there are no objections to that,
12 I think we can -- we're ripe for a motion to
13 adopt the findings of fact and conclusions of
14 law and issue that penalty.
15 Commissioner Spicola?
16 COMMISSIONER SPICOLA: I would move that
17 we adopt the findings of fact and conclusions
18 of law and impose the penalty of $25 per one
19 count of administrative complaint.
20 CHAIR BROWN: Sounds reasonable. Do we
21 have a second?
22 COMMISSIONER CUDERMAN: Second.
23 CHAIR BROWN: Thank you.
24 All in favor, say "aye".
25 (Aye Responses.)

1 CHAIR BROWN: Thank you.
2 10.2.
3 MR. HUNDERSMARCK: 10.2 is Christopher
4 James Prayer, Case Number 2025-086235, the case
5 materials include the one-count administrative
6 complaint filed by the Division seeking the
7 permanent exclusion of Respondent, Christopher
8 James Prayer, from all pari-mutuel facilities
9 and facilities of slot machine licensees in the
10 State of Florida.
11 Respondent returned an election of
12 rights selecting option three, stating that he
13 did not dispute any of the allegations
14 contained within the administrative complaint,
15 waiving his right to an administrative hearing
16 and acknowledging that the Commission would
17 enter a final order imposing the actions set
18 forth in the administrative complaint.
19 Therefore, the Division requests that
20 the Commission enter a final order adopting the
21 conclusions of law in the administrative
22 complaint as a conclusion of law in this case,
23 adopting the findings of fact in the
24 administrative complaint as the finding of fact
25 in this case, and permanently excluding

Respondent from all pari-mutuel facilities and all facilities of slot machine licensees in the State of Florida.

CHAIR BROWN: Thank you.

Commissioner D'Aquila, ready for a motion.

COMMISSIONER D'AQUILA: Make a motion to accept staff recommendation for permanent exclusion of this individual.

CHAIR BROWN: Do I have a second?

VICE CHAIR REPP: I second.

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Thank you. Passes unanimously.

10.3.

MR. HUNDERSMARCK: 10.3 is Yenny Arrubla, Case 2025-090013.

The case materials include the three-count administrative complaint filed by the Division alleging Respondent violated Rule 75-11.004 Subsections 2(a), 4(a), and 8(a), Florida Administrative Code, by failing to spread currency on the top of the card table in

1 front of the impress tray, failing to tap tip
2 on the impress tray while dealing at an
3 assigned table, and failing to clear hands when
4 cash, chips, or tokens are exchanged with or
5 provided to a player.
6 The administrative complaint seeks to
7 impose one or more of the penalties specified
8 by Section 849.086 Subsection 14 Florida
9 Statutes.
10 Respondent returned an election of
11 rights, selecting option three, stating that
12 she did not dispute any of the allegations
13 contained within the administrative complaint,
14 waiving her right to administrative hearing,
15 and acknowledging that the Commission would
16 enter a final order imposing the actions of
17 Commission -- imposing the Commission actions
18 set forth in the administrative complaint.
19 Therefore, the Division requests that
20 the Commission enter a final order adopting the
21 conclusions of law in the administrative
22 complaint as the conclusions of law in this
23 case; adopting the findings of fact in the
24 administrative complaint as the findings of
25 fact in this case; and imposing on Respondent

1 one or more of the penalties specified in
2 Section 849.086 Subsection 14, Florida
3 Statutes.
4 CHAIR BROWN: All right. Commissioners,
5 I'm just going to go directly to Director
6 Dillmore and have him address the -- the
7 infractions being alleged -- admitted to.
8 DIRECTOR DILLMORE: Like our previous
9 discussion, the counts here, everyone -- is
10 clearing hands and spread your currency out,
11 that's a clear indicator for the surveillance.
12 There's not a lot of audio with -- with those.
13 So all these things are designed to do a
14 visual demonstration for surveillance for
15 what's actually occurring on the tape and what
16 was not.
17 So again, you just have to think this
18 happens hundreds of times a night, as far as
19 these requirements, but they are -- they are an
20 infraction, they are the rule. So there was
21 nothing necessarily nefarious associated with
22 these, but the dealer did fail to, you know,
23 follow the process and the rules as far as
24 tapping the tip on the -- on the top before
25 putting it in, spreading the currency, and

1 clearing the hands in this case. I think that
2 was all of them.
3 CHAIR BROWN: Three counts.
4 DIRECTOR DILLMORE: Yes.
5 CHAIR BROWN: Does the license holder
6 have any prior similar infractions of
7 violations -- rule violations that we know of?
8 MR. HUNDERSMARCK: There were no prior
9 violations in the Versa database check. There
10 were facility, internal violation.
11 CHAIR BROWN: And okay. And in the
12 spectrum of 849.0846, is it really strictly
13 just fines? What could be assessed as -- as an
14 admonishment or is it similar to clearing
15 hands, as Director Dillmore said?
16 Are we limited to just imposing a fine?
17 MR. HUNDERSMARCK: You are not.
18 Theoretically, it's suspension, revocation,
19 determine them ineligible.
20 CHAIR BROWN: Okay.
21 COMMISSIONER SPICOLA: I would suggest
22 we --
23 CHAIR BROWN: Yes, Commissioner.
24 COMMISSIONER SPICOLA: I would suggest
25 that we handle this similar to the previous

1 ones. Upon review of the file, this individual
2 was terminated from their employment for this.
3 And in light of the fact that they were
4 terminated, I think a $25 per count fine would
5 be appropriate, and I would make a motion to
6 that effect.
7 CHAIR BROWN: Thank you.
8 So we have a motion on the floor. Is
9 there a second?
10 COMMISSIONER CUDERMAN: Second.
11 CHAIR BROWN: Any discussion?
12 (No response.)
13 CHAIR BROWN: All those in favor, say
14 "aye".
15 (Aye responses.)
16 CHAIR BROWN: Passes unanimously.
17 Thank you, Commissioner.
18 We are on to 11.1, and we do have a
19 speaker on the phone, Mr. Alexander, but I'm
20 going to ask him to hold off on unmuting
21 yourself, which you will push star 6 after our
22 staff addresses the Commission, and I will let
23 you know.
24 Ms. Alvarado?
25 MS. ALVARADO: Item 11.1 is 2024-000489

1 James Barr.
2 On March 12th, 2025, the Commission
3 issued the final order excluding Respondent
4 from all pari-mutuel and slot machine
5 facilities in this State of Florida, based on
6 its exclusion from PPI, Inc.
7 Respondent was served with the
8 administrative complaint. We provided proof of
9 service. It was delivered to an individual at
10 the address associated with the Respondent. He
11 failed to respond within 21 days of that
12 service, which is why a final order was issued
13 at that March 2025 Commission meeting.
14 On April 30th, 2026, Respondent
15 submitted a letter to the Commission arguing
16 that Respondent regrets his actions. He was
17 not properly served with the administrative
18 complaint. Respondent took full -- is amenable
19 to compliance and with Gaming Regulations, and
20 he's requesting that we rescind the permanent
21 ban or instead impose a one-year ban that would
22 be effective from March 2025, or he is
23 requesting a hearing in front of the Commission
24 so he can argue his case.
25 CHAIR BROWN: Okay. Commissioners, are

there any questions of our staff before I turn it over to Mr. Alexander?

COMMISSIONER CUDERMAN: Yeah.

CHAIR BROWN: Yeah.

COMMISSIONER CUDERMAN: Could you guys speak a little bit to the service?

MS. ALVARADO: Sure, yes.

So the exclusions, obviously are not licensees. Obviously, we don't get provided their addresses from them directly. We get reports from the facilities that are gathered investigate -- investigators, they provide addresses that they have on record.

Our investigators, as well as the OGC staff work together to find any addresses associated with these people, and we serve them at the address that are most recently associated with them.

CHAIR BROWN: Mr. Cuderman? Vice Chair Repp, do you have a question?

VICE CHAIR REPP: No.

CHAIR BROWN: Any other questions?

(No response.)

CHAIR BROWN: Okay. I would ask Mr. Alexander to push star 6 to unmute, and you

1 have the floor for three minutes,
2 Mr. Alexander.
3 MR. ALEXANDER: Hi. Good morning,
4 Commission. Thank you for giving me the
5 opportunity to speak today. I apologize. I'm
6 a little under the weather, so I may be
7 coughing. But if you're wondering why my voice
8 is not great, that's the reason why.
9 I just wanted to be brief --
10 CHAIR BROWN: Just so you know, we can
11 hear you. We can hear you, just so you know.
12 MR. ALEXANDER: Thank you. Thank you
13 very much.
14 I just wanted to briefly discuss this
15 service issue.
16 In looking at the exhibits provided by
17 the Commission and filed in March of last year,
18 March 12th, 2025, I would note that the -- the
19 administrative complaint does not contain
20 certificate of service, as typically filed in
21 these cases.
22 I do not believe that there was proper
23 service. Mr. Barr was hospitalized at the
24 time. He had -- he had suffered a series of
25 seizures and had brain cancer and was in the

1 hospital. He did not receive service.
2 He was not aware of the suspension until
3 several months later when he attempted to enter
4 a different casino, and was told that he was
5 barred from casinos. So I'm not sure he was
6 served, but there is no previous service
7 attached.
8 That being said, my understanding of the
9 reason for the official expulsion from the
10 casino which prompted this action was that
11 Mr. Barr gave one of his cards to another
12 player at the table so that that player could
13 win a hand. It as de minimus. It was a $15
14 bet, and it was a $75 win.
15 Mr. Barr himself did not benefit
16 financially from this. He allowed somebody
17 else to benefit, but it was de minimus win. He
18 just seriously regrets the action.
19 He is willing to comply with any
20 Commission rules. He has now been banned for
21 over a year, and we believe that converting
22 this punishment from a permanent ban to a
23 one-year ban would be appropriate. Thank you.
24 CHAIR BROWN: Thank you, Mr. Alexander.
25 Commissioners, are there any questions

for Mr. Alexander?

(No response.)

CHAIR BROWN: Okay. Thank you for your -- for calling in. We are going to put you right back on mute right now.

Commissioners, we are bringing this back to the table.

MR. ALEXANDER: No problem. Thank you.

CHAIR BROWN: Thank you.

Are there any comments or questions of staff? I just want to follow up with Ms. Alvarado about Mr. Alexander's reference to lack of attachment of notice of service.

MS. ALVARADO: Yeah. So it is attached as Exhibit 2 to the final order. If Mr. Alexander looked up the one that is on our exclusion list, we do not include the attachments in order to not provide the addresses while those individuals are our website. He was served with the attachment, but not on the website, so that might be why he's implying that.

CHAIR BROWN: Thank you for that clarification.

Commissioners, is -- Commissioner

1 Cuderman?
2 COMMISSIONER CUDERMAN: I actually don't
3 think this is de minimus at all. I think if
4 you are willing to do a $15 bet to win $75,
5 that's because you can probably get away with
6 that, versus if you try to bet 1500 and win a
7 much greater prize, I think they would do that.
8 And another thing in this case is: We
9 don't know when they left, if they shared the
10 money or not, how that all worked out, and I
11 don't see a world where we should approve this
12 person be going into any of the gaming
13 establishments that we have in Florida because
14 it's a risk.
15 CHAIR BROWN: I would agree,
16 Commissioner.
17 Vice Chair Repp?
18 VICE CHAIR REPP: I'll agree, and I will
19 defer to our own investigative work, which was
20 very well done, where it has been noted that
21 there were multiple instances of swapping cards
22 between the players, and they were clearly
23 engaged by our surveillance in cheating -- and
24 harming the designated player and therefore
25 resulting in their exclusion. So this is not a

one-time event according to our investigation.

CHAIR BROWN: Thank you.

Other Commissioners, any other thoughts?

(No response.)

CHAIR BROWN: Okay. Thank you.

Ms. Valentine, what would the appropriate motion be based on the comments you have heard?

MS. VALENTINE: The appropriate motion would be that the Commission enter an order denying Mr. Barr's motion.

CHAIR BROWN: Thank you. All right.

Commissioners, can we get that motion as stated?

COMMISSIONER CUDERMAN: So moved.

CHAIR BROWN: Thank you.

And a second?

VICE CHAIR REPP: Second.

CHAIR BROWN: Any discussion?

(No response.)

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Passes unanimously. All right.

We are moving into rulemaking now. 12.1, Ms. Valentine.

MS. VALENTINE: Agenda item 12.1 is Rule 75-2.021 as part of the Commission's annual required rule review. Commission staff have identified this rule as meaning minor modifications in order to ensure compliance with the law and also to update the statutory references within the rule.

And in the meeting materials in front of you, you will see a notice of rule development, notice of proposed rulemaking, various forms that the executive director must sign in order to effectuate the rules amendment from the beginning all the way to the end.

And so the motion on agenda item 12.1, assuming that the Commissioners have no questions, would be to authorize the Commission staff to go into rule development and assuming there are no requests for workshops to enter into a proposed rulemaking and assuming that there are no requests for hearings to authorize Commission staff to file the rule for final adoption and to authorize the executive director to execute the forms necessary to do

1 so.
2 CHAIR BROWN: Thank you. You've
3 prepared a very great motion for us. That
4 sounded excellent.
5 Commissioners, if there are no questions
6 on this, it's pretty straightforward, can you
7 please make a motion for Mr. Valentine's
8 effect?
9 VICE CHAIR REPP: I'll make that motion.
10 CHAIR BROWN: And a second?
11 COMMISSIONER D'AQUILA: I will second
12 that motion.
13 CHAIR BROWN: Any discussion?
14 (No response.)
15 CHAIR BROWN: All those in favor, say
16 "aye".
17 (Aye responses.)
18 CHAIR BROWN: Thank you, Ms. Valentine.
19 All right.
20 We have a speaker under public comment,
21 but I will defer to him first before we open it
22 up to the rest of the room.
23 Mr. Rutledge, good morning.
24 MR. RUTLEDGE: Good morning, Your Honor.
25 Let's see here. Is it on? Can you hear me?

1 CHAIR BROWN: I don't think it's on.
2 Can you -- do we have someone to help?
3 MR. RUTLEDGE: Now it's on. Okay.
4 CHAIR BROWN: Thank you.
5 MR. RUTLEDGE: Good morning, everybody.
6 Before I comment briefly about the
7 attorney/client session, Gary Rutledge of
8 Rutledge Ecenia. I wanted to just share a
9 "thank you" for all of the work that the
10 Commissioners have been involved with, as well
11 as your staff with regards to the cardroom
12 rules workshops of which there were three. I
13 attended the one in Fort Lauderdale, and here
14 at the Commission meeting, we are going to
15 provide some additional comments today. We
16 appreciate all the cooperation.
17 And there's some long overdue necessary
18 changes that would be a benefit -- to the
19 benefit of the Commission and the industry, and
20 we look forward to an expeditious handling of
21 some of those changes in -- in the coming
22 months. So thank you for that.
23 CHAIR BROWN: Thank you, Mr. Rutledge.
24 MR. RUTLEDGE: My comments briefly with
25 regards to the handful of cases that are listed

1 under Tampa Bay Downs; there's two -- first two
2 cases involve surveillance lapses and the
3 failure to report those timely. That's not
4 insignificant.
5 Fortunately, as many of you know, the
6 surveillance is required for a number of
7 reasons. But principally, to make sure that
8 the revenue that is being exchanged and wagered
9 is handled in an appropriate fashion, and also
10 because there can be disputes between players
11 or players and the dealer, and it's always
12 important to be able to have that surveilled
13 activity available for them to go back and
14 review that.
15 Fortunately, none of that was the case
16 here. So this was not triggered by a situation
17 where there was activity that, you know,
18 couldn't be followed up upon during the
19 surveillance.
20 So we propose in those two cases --
21 fines that are before you, the second one being
22 twice as much as the first one, and hopefully
23 we will continue to get this under control, but
24 it's a situation where the -- as far as the
25 failure to report of these incidents, they

1 didn't know either until the Commission staff
2 reviewed or went to review these, okay? And
3 they dealt with their contractor.
4 The third matter before you had to do
5 with the count room. There are a number of
6 people that have to be in the count room, and
7 with regards to this, they were one short.
8 They didn't have just one person. The did have
9 two people. But for a brief period of time,
10 the third person is not there, and we have
11 proposed a penalty for that as well for you.
12 The last two cases, I was re-reviewing
13 them in preparation for the meeting, have to do
14 with when those cashier windows and betting
15 terminals not having a designated number on
16 them because they fell off, because a patron
17 removed them, whatever.
18 This is -- to say "minor" would be an
19 understatement. This is not consequential at
20 all. There's no question about the area being
21 surveilled or anything else. Literally, a tag
22 on a window or a number is what's being
23 debated.
24 You know, in a moment of weakness when I
25 filed these with your staff and attorneys, we

1 proposed fines, and in hindsight, I'll be
2 honest with you, I don't believe that there
3 should be. They are de minimus fines, a couple
4 hundred dollars we proposed.
5 But with your consideration, I would
6 like to suggest that those letters be converted
7 to warnings in these situations because I don't
8 think that they really warrant a fine. If you
9 see otherwise, we obviously have that proposal
10 before you, and we appreciate your
11 consideration, as always.
12 CHAIR BROWN: Thank you, Mr. Rutledge.
13 Commissioners, are there any questions?
14 (No response.)
15 CHAIR BROWN: Thank you for your input.
16 Is there anybody else from the public
17 that would like to address the Commission at
18 this time?
19 (No response.)
20 CHAIR BROWN: Okay. Seeing none, we are
21 about to enter into our closed attorney/client
22 session, and our general counsel is going to
23 read part of our script that is required.
24 MS. VALENTINE: The office of the
25 general counsel is seeking legal advice from

1 Commissioners in litigation styled Florida Game
2 Control Commission Division Pari-Mutuel
3 Wagering versus Casino Miami, LLC, Case Number
4 2024-056939; Florida Gaming Control Commission
5 versus is TBD Entertainment, LLC, Case Number
6 2024-066584; Florida Gaming Control Commission
7 versus TBD Entertainment, LLC, Case Number
8 2025-001058; Case Number 2025-016729; Case
9 Number 2025-035016; and Case Number
10 2025-057032.
11 This advice relates to litigation
12 strategy and settlement negotiations and may,
13 therefore, be discussed in private under
14 Section 16.716 and 286.11 Subsection 8 Florida
15 Statutes.
16 CHAIR BROWN: Thank you, Ms. Valentine.
17 And in connection with the performance
18 of our duties, it is necessary for the
19 Commission to hear information that is exempt
20 or confidential specifically. Our Commission
21 counsel will be discussing litigation strategy
22 and settlement negotiations with the
23 Commissioners related to the litigations as
24 testified by the office of general counsel.
25 The closed meeting is scheduled for

1 approximately 30 minutes. Those in attendance
2 will be Commissioners members; Chair,
3 Julie Brown; Vice Chair, Tina Repp;
4 Commissioner John D'Aquila; Commissioner Peter
5 Cuderman; Commissioner William Spicola;
6 Commissioner Staff Executive Director, Alana
7 Zimmer; Deputy Executive Director,
8 Brandon McCaffery; Director of Pari-Mutuel
9 Wagering, Joe Dillmore; Bradford Jones, Chief
10 of Investigations, appearing telephonically;
11 General Counsel, Elina Valentine; Deputy
12 General Council, Marc Taupier; Chief Attorney,
13 Emily Alvarado; and Senior Attorneys, Justin
14 Hundersmarck and Carmine Pisano; Business
15 Manager, Dixie Parker; and Administrative
16 assistant, Brandy Humphries; as well as our
17 Certified Court Reporter.
18 The closed meeting will be recorded by
19 law, and for the record, the time is 10:39 a.m.
20 I will ask the Florida channel to please
21 discontinue the live feed for the next 30
22 minutes approximately so that the Commission
23 may conduct a closed meeting.
24 And I would also like to thank the
25 public for being here today, and we will be

Pursuant to Sections 16.716 and 286.011(8), Florida Statues.
This portion of the transcript is confidential and exempt.

1 going back on the record in 30 minutes. Thank
2 you all for being in attendance.
3 (Whereupon, a recess was taken from
4 10:39 a.m. until 10:52 a.m. after which
5 the Closed Attorney-Client Session
6 Proceedings were held.)
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(Whereupon, closed attorney-client session concluded, a recess was taken 11:23 a.m. to 11:25 a.m., after which the following proceedings were held.)

CHAIR BROWN: Okay. The time is now 11:25 a.m., and our closed meeting is hereby terminated, and the public meeting is reopened, and we have a few items and motions to go through.

So with that, I would turn to 14.1. Commissioners, is there a motion on this item?

(No response.)

CHAIR BROWN: This one is to go to proposed informal hearing, so my suggestion would be to authorize staff to go to the informal hearing with the penalty proposed as we discussed during settlement -- during our attorney/client.

COMMISSIONER SPICOLA: So moved.

COMMISSIONER CUDERMAN: Second.

CHAIR BROWN: Is there any second?

All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: We are going to 13.2 [sic] -- actually 13.2 and 13.3.

Commissioners, is there a motion for those items?

COMMISSIONER SPICOLA: Madame Chair, just for the record, it's 14.

CHAIR BROWN: 14. You know what? You are right. It's a long morning in my head.

COMMISSIONER SPICOLA: And I would move that we continue settlement negotiations consistent with the discussions in the closed attorney session.

CHAIR BROWN: Is there a second?

COMMISSIONER D'AQUILA: Second.

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: 14.2 and 14.3 passed.

We are taking 14.4 separate. Commissioners, is there a motion on that item, which would be to authorize staff to continue

1 settlement negotiations as discussed in the
2 attorney/client meeting.
3 COMMISSIONER D'AQUILA: So moved.
4 CHAIR BROWN: Is there a second?
5 COMMISSIONER SPICOLA: Second.
6 CHAIR BROWN: All those in favor, say
7 "aye."
8 (Aye responses.)
9 CHAIR BROWN: Is there any opposed?
10 (No response.)
11 CHAIR BROWN: Okay. 13.5 [sic], can we
12 get a motion on 13 --
13 COMMISSIONER D'AQUILA: 14.5.
14 CHAIR BROWN: I did it again. Mine says
15 "13" on the written paper.
16 14.5 and 14.6, Commissioners, can we get
17 a motion on these two items?
18 COMMISSIONER SPICOLA: I would move that
19 we continue settlement discussions consistent
20 with what we discussed in closed
21 attorney/client session.
22 CHAIR BROWN: Okay. Is there a second?
23 COMMISSIONER D'AQUILA: I second the
24 motion.
25 CHAIR BROWN: Any discussion?

(No response.)

CHAIR BROWN: All those in favor, say "aye".

(Aye responses.)

CHAIR BROWN: Okay. That does conclude our agenda for today.

Commissioners, are there any other matters that needs to be addressed today?

(No response.)

CHAIR BROWN: Seeing none, staff, is there anything else that we need to address?

(No response.)

CHAIR BROWN: Thank you. This concludes our agenda. Have a great day.

(Whereupon, the meeting concluded at 11:27 a.m.)

CERTIFICATE OF REPORTER

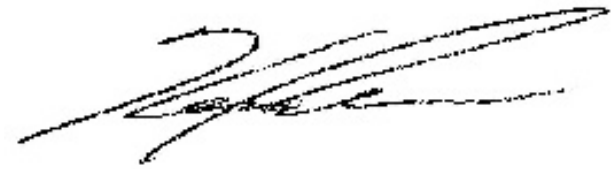
THE STATE OF FLORIDA)

COUNTY OF LEON)

I, KENNETH A. REGAN, CCR, certify that I was authorized to and did stenographically report the foregoing proceedings, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 1st day of July, 2026.



KENNETH A. REGAN, CCR
Lexitas
20 North Orange Avenue
Suite 700
Orlando, Florida 32801

2. Executive Director update

3. Change of ownership in permit held by Fronton Holdings d/b/a Card House Port St. Lucie, case no. 2026-033730

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Re:	Proposed Asset Purchase Agreement Fronton Holdings d/b/a Card House Port St. Lucie
Case No:	2026-033730
Date:	July 29, 2026

Executive Summary

Fronton Holdings, LLC d/b/a Card House Port St. Lucie (Fronton Holdings) holds a pari-mutuel wagering permit, permit number JLAI 278 (Permit), and its paired licenses, the pari-mutuel wagering operational license, license number 278, and a cardroom license, license number CR278.

In accordance with section 550.054(12), Florida Statutes, Florida Partners, LLC (Florida Partners) is requesting the Commission to approve its acquisition of the Permit and its paired licenses from Fronton Holdings, which will result in the 100% change in the ownership of the Permit.

Background

On March 26, 2026, counsel for Florida Partners notified the Commission that Florida Partners intends to acquire all the assets of Fronton Holdings, including the Permit and its paired licenses (the Request). To effectuate the transfer of the Permit, Florida Partners submitted the following: (i) an unsigned copy of the Asset Purchase Agreement; (ii) the Articles of Incorporation for Florida Partners; (iii) a document disclosing the sole ultimate equitable owner[1] and officer of the parent corporation, Michael David Crews; (iv) a list of occupational and professional licenses held by Mr. Crews and his spouse; (v) a copy of the occupational license application for Mr. Crews; (vi) a copy of the officer and director disclosure form; (vii) a corporate organization chart, reflecting the new ownership of the Permit; (viii) the existing lease for the pari-mutuel wagering facility; and (ix) a business plan for Florida Partners.

On April 27, 2026, the Commission issued a deficiency letter, delineating additional information the Commission requires to review and consider the Request. On May 8 and 22, 2026, counsel for Florida Partners provided additional information and documentation, including a Lease Assignment and Assumption Agreement, documenting the assignment of the pari-mutuel facility lease by Fronton Holdings to Florida Partners.

[1] An ultimate equitable owner "means a natural person who, directly or indirectly, owns or controls 5 percent or more of an ownership interest in a corporation, foreign corporation, or alien business organization, regardless of whether such person owns or controls such ownership through one or more natural persons or one or more proxies, powers of attorney, nominees, corporations, associations, partnerships, trusts, joint stock companies, or other entities or devices, or any combination thereof." § 550.002(37), Fla. Stat.

Mr. Crews has obtained all necessary background screening and currently holds the required occupational license with the Commission.

Relevant Law

Under section 550.054(12), Florida Statutes, a proposed change in ownership or interest of a pari-mutuel permit of 5 percent or more must be approved by the Commission. Further, applicants for a pari-mutuel permit must disclose to the Commission certain information, including, among other things, the applicant's corporate structure, the identity of officers, directors, shareholders, and ultimate equitable owners, and the applicant's financial information. *See* § 550.054, Fla. Stat.; Fla. Admin. Code R. 75-4.002.

Specifically, section 550.054(2) provides that "[u]pon each application filed and approved, a permit shall be issued to the applicant setting forth the name of the permitholder, the location of the pari-mutuel facility, the type of pari-mutuel activity desired to be conducted…"

Section 550.054(3) provides that:

> The commission shall require that each applicant submit an application setting forth:
>
> (a) The full name of the applicant.
> (b) If a corporation, the name of the state in which incorporated and the names and addresses of the officers, directors, and shareholders holding 5 percent or more equity or, if a business entity other than a corporation, the names and addresses of the principals, partners, or shareholders holding 5 percent or more equity.
> (c) The names and addresses of the ultimate equitable owners for a corporation or other business entity, if different from those provided under paragraph (b), unless the securities of the corporation or entity are registered pursuant to s. 12 of the Securities Exchange Act of 1934, 15 U.S.C. ss. 78a-78kk; and if such corporation or entity files with the United States Securities and Exchange Commission the reports required by s. 13 of that act or if the securities of the corporation or entity are regularly traded on an established securities market in the United States.
> (d) The exact location where the applicant will conduct pari-mutuel performances.
> (e) Whether the pari-mutuel facility is owned or leased and, if leased, the name and residence of the fee owner or, if a corporation, the names and addresses of the directors and stockholders thereof. However, this chapter does not prevent a person from applying to the commission for a permit to conduct pari-mutuel operations, regardless of whether the pari-mutuel facility has been constructed or not, and having an election held in any county at the same time that elections are held for the ratification of any permit in that county.
> (f) *A statement of the assets and liabilities of the applicant*.

> (g) The names and addresses of any mortgagee of any pari-mutuel facility and any financial agreement between the parties. The commission may require the names and addresses of the officers and directors of the mortgagee, and of those stockholders who hold more than 10 percent of the stock of the mortgagee.
> (h) A business plan for the first year of operation.
> (i) For each individual listed in the application as an owner, partner, officer, or director, a complete set of fingerprints that has been taken by an authorized law enforcement officer. These sets of fingerprints must be submitted to the Federal Bureau of Investigation for processing. Applicants who are foreign nationals shall submit such documents as necessary to allow the commission to conduct criminal history records checks in the applicant's home country. The applicant must pay the cost of processing. The commission may charge a $2 handling fee for each set of fingerprint records.
> (j) The type of pari-mutuel activity to be conducted and the desired period of operation.
> (k) *Other information the commission requires.*

(emphasis added).

Section 550.054(5) provides that "[u]pon receiving an application and any amendments properly made thereto, the commission shall further investigate the matters contained in the application. If the applicant meets all requirements, conditions, and qualifications set forth in this chapter and the rules of the commission, the commission shall grant the permit."

Section 550.054(6) provides that "[a]fter initial approval of the permit *and the source of financing*, the terms and parties of any subsequent refinancing must be disclosed by the applicant or the permitholder to the commission." (emphasis added).

Section 550.054(15)(a) authorizes a purchaser, transferee, or assignee of a valid permit for pari-mutuel wearing to hold such permit if approved by the Commission. Such a transaction will not result in the issuance of an additional permit for the conduct of pari-mutuel wagering. *Id.*

Section 16.712(7) provides that "[t]he commission shall confirm, prior to the issuance of an operating license, that each permitholder has submitted proof with their annual application for a license, in such a form as the commission may require, that the permitholder continues to possess the qualifications prescribed by chapter 550…"

Form FGCC PMW-3010—Permit Application, adopted and incorporated by reference in Rule 75-4.002 of the Florida Administrative Code, requires all parties holding an interest in the applicant to provide the Commission with certain information, including: (i) making available for inspection a copy of all income tax returns filed for the past five years, and (ii) an audited financial statement, with an independent CPA opinion, of their personal financial condition as of the date of the application.

Recommendation

If the Commission votes to enter a final order approving Florida Partners' acquisition of pari-mutuel wagering permit, permit number JLAI 278, and its paired licenses, the pari-mutuel wagering operational license, license number 278, and a cardroom license, license number CR278, the following conditions should be imposed: (i) the corporate transaction described in the Request must close within 30 days of the issuance of the conditional final order; (ii) the terms of the corporate transaction upon closing must be identical or substantially similar to the terms described in the Request; and (iii) within five days of the closing, Florida Partners must provide the Commission with copies of executed documents evidencing the corporate transaction identified in the Request, including a copy of the executed Asset Purchase Agreement and the lease assignment.

Jamie Pouncey

From:	John Lockwood <john@lockwoodlawfirm.com>
Sent:	Wednesday, May 27, 2026 10:24 AM
To:	Jamie Pouncey; T.J. Morton
Cc:	Elina Valentine; Joe Dillmore
Subject:	Re: Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278

Jamie,
To follow up, we will obtain the necessary signatures and consents for the lease assignment at closing and provide those to the Commission (along with the other necessary closing documents).

Thanks,
John

From: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Date: Wednesday, May 27, 2026 at 9:39 AM
To: T.J. Morton <tj@lockwoodlawfirm.com>
Cc: Elina Valentine <Elina.Valentine@flgaming.gov>, Joe Dillmore <Joe.Dillmore@flgaming.gov>, John Lockwood <john@lockwoodlawfirm.com>
Subject: RE: Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278

Please confirm compliance with Section 28.2 of the Standard Shopping Center Lease dated September1, 2022.

Thank you,

Florida Gaming Control Commission
flgaming.gov

Jamie Pouncey
Program Administrator
850.794.8116 Office 850.964.1705 Cell

From: T.J. Morton <tj@lockwoodlawfirm.com>
Sent: Friday, May 22, 2026 10:37 AM
To: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Cc: Elina Valentine <Elina.Valentine@flgaming.gov>; Joe Dillmore <Joe.Dillmore@flgaming.gov>; John Lockwood <john@lockwoodlawfirm.com>
Subject: Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278

Hi Jamie,

Please find attached our supplemental response to the Commission's April 25th deficiency letter. Please let me know if you have any questions.

Thanks,

TJ Morton
The Lockwood Law Firm
850-284-8769

Jamie Pouncey

From: John Lockwood <john@lockwoodlawfirm.com>
Sent: Wednesday, May 27, 2026 10:10 AM
To: Jamie Pouncey
Cc: T.J. Morton; Elina Valentine; Joe Dillmore
Subject: Re: Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278

Jamie,
I'm not sure we understand the issue. That section just prevents the tenant (the cardroom operator) from subleasing without the landlord's consent. Obviously the tenant intends to operate a cardroom at the location. What are you asking we comply with?

Thanks,
John

On May 27, 2026, at 9:39 AM, Jamie Pouncey <jamie.pouncey@flgaming.gov> wrote:

Please confirm compliance with Section 28.2 of the Standard Shopping Center Lease dated September1, 2022.

Thank you,

<image003.jpg>

Jamie Pouncey
Program Administrator
850.794.8116 Office 850.964.1705 Cell

From: T.J. Morton <tj@lockwoodlawfirm.com>
Sent: Friday, May 22, 2026 10:37 AM
To: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Cc: Elina Valentine <Elina.Valentine@flgaming.gov>; Joe Dillmore <Joe.Dillmore@flgaming.gov>; John Lockwood <john@lockwoodlawfirm.com>
Subject: Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278

Hi Jamie,

Please find attached our supplemental response to the Commission's April 25th deficiency letter. Please let me know if you have any questions.

Thanks,

TJ Morton
The Lockwood Law Firm
850-284-8769

Jamie Pouncey

From:	T.J. Morton <tj@lockwoodlawfirm.com>
Sent:	Friday, May 22, 2026 10:37 AM
To:	Jamie Pouncey
Cc:	Elina Valentine; Joe Dillmore; John Lockwood
Subject:	Supplemental Response to Deficiency Letter - Fronton Holdings, LLC Permit No. 278
Attachments:	Supplemental Response to Deficiency Letter - final.pdf; Exhibit 1.pdf

Hi Jamie,

Please find attached our supplemental response to the Commission's April 25th deficiency letter. Please let me know if you have any questions.

Thanks,

TJ Morton
The Lockwood Law Firm
850-284-8769

Confirm Compliance w/sect. 28.2 of lease.

May 22, 2026

Via Electronic Mail (Jamie.Pouncey@flgaming.gov)
Jamie Pouncey
Division of Pari-mutuel Wagering
Florida Gaming Control Commission
4070 Esplanade Way
Tallahassee, Florida 32399

Re: Florida Partners, LLC's Supplemental Response to April 25, 2026, Deficiency Letter

Dear Ms. Pouncey:

This correspondence is provided on behalf of Florida Partners, LLC ("FP") to supplement its May 8, 2026, response to the Florida Gaming Control Commission's April 25, 2026, deficiency letter regarding the transfer of pari-mutuel permit #278 from Fronton Holdings, LLC to FP.

12) A legal description of the property where the pari-mutuel facility is located and documents to reflect the applicants control over the property. Correspondence has indicated the lease will be assumed; please provide the Lease Assumption Agreement.

Response
The Lease Assignment and Assumption Agreement is attached as Exhibit 1.

Thank you for your time and consideration in reviewing this important matter and we look forward to working with the Commission and staff to obtain Commission approval as expeditiously as possible.

Sincerely,

John M. Lockwood

cc: Joe Dillmore, Director of Division of Pari-Mutuel Wagering (*Joe.Dillmore@flgaming.gov*)
Elina Valentine, General Counsel (*Elina.Valentine@flgaming.gov*)

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This Lease Assignment and Assumption Agreement (this "**Agreement**"), dated as of [•], is by and between Fronton Holdings, LLC, a Delaware limited liability company ("**Seller**"), and Florida Partners, LLC, a Florida limited liability company ("**Purchaser**" and, together with Seller, each a "**Party**" and collectively the "**Parties**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2026, by and between, among others, Purchaser and Seller (the "**Purchase Agreement**"), Seller agreed to sell, convey, grant, assign, transfer, and deliver to Purchaser, and Purchaser agreed to purchase and acquire from Seller, all of Seller's right, title, and interest in and to that certain real property lease held in the name of Seller and set forth on Exhibit A (the "**Assumed Lease**"); and

WHEREAS, the Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Assumed Lease by Seller to Purchaser.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases, assumes and acquires from Seller, all of Seller's right, title, and interest in and to the Assumed Lease. Purchaser hereby assumes and agrees to pay, perform and be bound by all of the obligations of Seller (as tenant) under the Assumed Lease solely to the extent first arising from and after the Closing.

2. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. The terms of the Purchase Agreement shall not be deemed to be amended, modified, qualified, limited or altered in any respect by the terms of this Agreement.

3. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for such jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

4. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the Laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Florida. Any judicial proceeding brought with respect to this Agreement must be brought in the United States District Court for the Southern District of Florida (West Palm Beach Division) or, if federal courts do not have subject matter jurisdiction over the matter in question, then any state court of competent jurisdiction located in Palm Beach County, Florida and, by execution and delivery of this Agreement, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Nothing in this Section 4, however, will affect the right of any party to serve legal process in any other manner permitted by applicable Law. EACH PARTY IRREVOCABLY AND

UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

6. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals.

7. The parties hereby confirm and acknowledge that the Assumed Lease is in full force and effect, unchanged and unmodified except in accordance with this Agreement. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

PURCHASER

Florida Partners, LLC

By:_____
Name: David Crews
Title: Authorized Representative

SELLER

Fronton Holdings, LLC

By:_____
Name: Andrew Jonas
Title: Chief Executive Officer

Exhibit A

Assumed Leases

That certain Standard Shopping Center Lease dated as of September 1, 2022, by and between St. Lucie EMI, LLC, a Florida limited liability company, St. Lucie MEP, LLC, a Florida limited liability company, and St. Lucie PPI, LLC, a Florida limited liability company, collectively as landlord, and Fronton Holdings, LLC, a Delaware limited liability company, as tenant, for certain premises located at 6666 #2, 6666 #2A and 6666 #3 South US One, Port St. Lucie, FL 34952, as amended.

Jamie Pouncey

From: T.J. Morton <tj@lockwoodlawfirm.com>
Sent: Friday, May 8, 2026 4:34 PM
To: Jamie Pouncey
Cc: John Lockwood; Elina Valentine; Joe Dillmore
Subject: Re: Fronton Holdings, LLC Permit number 278
Attachments: Response to Deficiency Letter - final.pdf; Exhibit 1.pdf; Exhibit 2.pdf; Response to Deficiency Letter - final_Redacted.pdf; Exhibit 1_Redacted.pdf; Exhibit 2_Redacted.pdf

Hi Jamie,

Please find attached clean and redacted versions of the response letter.

Thanks,

TJ Morton
850-284-8769

From: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Sent: Monday, April 27, 2026 8:41 PM
To: John Lockwood <john@lockwoodlawfirm.com>; T.J. Morton <tj@lockwoodlawfirm.com>
Subject: Fronton Holdings, LLC Permit number 278

Attached is the deficiency letter for the asset purchase agreement for Fronton Holdings, LLC

Thank you,

Florida Gaming Control Commission
flgaming.gov

Jamie Pouncey
Program Administrator
850.794.8116 Office 850.964.1705 Cell

From: PMWdirector-bizhub@flgaming.gov <PMWdirector-bizhub@flgaming.gov>
Sent: Monday, April 27, 2026 4:14 PM
To: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Subject: Message from TLH-PMWDirector-Bizhub360i

LOCKWOOD LAW FIRM

Confidential and exempt from disclosure pursuant to Sections 119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

May 8, 2026

Via Electronic Mail (Jamie.Pouncey@flgaming.gov)
Jamie Pouncey
Division of Pari-mutuel Wagering
Florida Gaming Control Commission
4070 Esplanade Way
Tallahassee, Florida 32399

Re: Florida Partners, LLC's Response to April 25, 2026, Deficiency Letter

Dear Ms. Pouncey:

This correspondence is provided on behalf of Florida Partners, LLC ("FP") in response to the Florida Gaming Control Commission's April 25, 2026, deficiency letter regarding the transfer of pari-mutuel permit #278 from Fronton Holdings, LLC to FP.

1) **A listing of all present or past civil suits involving the applicant as a defendant for the past twenty years, if none, so state. Include style of case, case number, court of jurisdiction, and final outcome of case.**

   Response
   None

2) **A listing of all past or present criminal and or civil charges/suits involving the ultimate equitable interests and their spouses; if none, so state. Include arrest charge, arresting agency, date of arrest, court of jurisdiction, and final outcome.**

   Response
   [redacted]

3) **A statement disclosing any ownership of 5 percent or more in any business or other entity holding interest in any gambling or wagering activity in the State of Florida, the United States, or internationally; if none, so state.**

   Response
   None

4) **A copy of the applicant's financial statements for the last five years. If no financial statements were prepared, so state, and attach necessary documents which reflect**

the financial condition of the applicant for the past five years.

Response

[redacted] We have prepared financial projections and a statement of projected assets and liabilities for first three years of operations post-closing. These were previously submitted on April 8th and are attached as **Exhibits 1** and **2** to this response for your convenience.

These projections were prepared by the applicant in coordination with the facility's existing management based on Fronton Holdings, LLC's most recent audited financials. We believe these projections are a fair and adequate projection of the business's financial condition at years 1, 2, and 3 post-closing.

Additionally, the Commission recently accepted similar financial documents in the St. Petersburg Kennel Club, Inc. change of ownership, which likewise involved a newly formed entity. We respectfully request that the Commission consider a consistent approach in evaluating this change of ownership.

5) **If the applicant is a subsidiary of any other entity, the applicant must attach a copy of the parent corporation's financial statements for the past five years. If no financial statements were prepared, so state, and attach necessary documents which reflect the financial condition of the parent corporation for the past five years.**

Response

[redacted]

6) **Please confirm all ownership interests would make available for division inspection a copy of all income tax returns filed for the past five years, including spouses.**

Response

Confirmed that such tax returns would be made available.

7) **All ownership interests shall provide an audited financial statement, with an independent CPA opinion, of their personal financial condition as of the date of the application.**

Response
Mr. Crews has not obtained an audited financial statement. By way of background, Mr. Crews began his career in the United States Military commanding troops in combat during both Operation Iraqi Freedom and Operation Enduring Freedom. He was awarded two Army Commendation Medals involving the deployment of critical communications infrastructure. Mr. Crews subsequently built a successful career in the technology industry spanning nearly two decades, during which he has developed substantial business and operational expertise. In addition, he has spent more than ten years acquiring, developing, and managing a diversified portfolio of residential and commercial real estate investments across the United States, demonstrating a consistent track record of strategic growth and asset management. Mr. Crews intends to leverage this depth of experience and proven success in both the technology and commercial real estate sectors to modernize the facility and enhance its operations.

8) **All ownership interests shall attach a statement indicating if they, their spouses, or any associated business entities have ever filed for bankruptcy.**

Response
Neither Mr. Crews, his spouse, nor any business entity in which Mr. Crews has held 5 percent or more of the ownership interests has ever filed for bankruptcy. Mr. Crews cannot definitively state that no business entity in which he has held any ownership interest have ever filed for bankruptcy as he has held stock in multiple publicly traded companies.

9) **A listing of the full name, legal address, business address, and date of birth of any divorced spouse or divorce proceedings involving the current spouse, if none, so state.**

Response
None

10) **A detailed statement (with supporting evidence) of the method of financing the purchase of the assets. Said statement shall include a complete disclosure of the sources of funds.**

Response
The assets are being purchased for [redacted] (the "Purchase Price"). [redacted] of the Purchase Price will be paid at closing. *See* **Section 1.4** of the Asset Purchase Agreement ("APA"). The source of the [redacted]. Note that [redacted] as a deposit on the Purchase Price. *See* **Section** 1.12 of the APA.

The remaining [redacted] of the Purchase Price will be paid by FP to Fronton Holdings, LLC pursuant to a secured promissory note issued by FP to Fronton Holdings, LLC at closing. *See* **Sections 1.5 & 2.2.(c)(i)** and **Annex A** of the APA. The source of the funds to repay the [redacted] promissory note will be [redacted]

11) A complete listing of any loans obtained by the applicant within the past two years, including the name of lender, amount of loan, terms of loan, collateral, reason for loan, and a copy of loan agreements, if none, so state.

Response
None

12) A legal description of the property where the pari-mutuel facility is located and documents to reflect the applicants control over the property. Correspondence has indicated the lease will be assumed; please provide the Lease Assumption Agreement.

Response
The lease assignment and assumption documents are currently being prepared and will be submitted upon completion.

Thank you for your time and consideration in reviewing this important matter and we look forward to working with the Commission and staff to obtain Commission approval as expeditiously as possible.

Sincerely,

John M. Lockwood

cc: Joe Dillmore, Director of Division of Pari-Mutuel Wagering (*Joe.Dillmore@flgaming.gov*)
Elina Valentine, General Counsel (*Elina.Valentine@flgaming.gov*)

Confidential and exempt from disclosure pursuant to Sections
119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

FLORIDA PARTERS LLC
STATEMENT OF INCOME AND EXPENSES - PROFORMA
YEARS 1-3 OF OPERATIONS
PREPARED BY MANAGEMENT

	Y1 Total	Y2 Total	Y3 Total
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Confidential and exempt from disclosure pursuant to Sections
119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

FLORIDA PARTERS LLC
BALANCE SHEET - PROFORMA
YEARS 1-3 OF OPERATIONS
PREPARED BY MANAGEMENT

	Y1	Y2	Y3
[redacted]			
[redacted]			
[redacted]			

[redacted]

[redacted]

[redacted]

Jamie Pouncey

From: Jamie Pouncey
Sent: Monday, April 27, 2026 8:41 PM
To: John Lockwood; T.J. Morton
Subject: Fronton Holdings, LLC Permit number 278
Attachments: STLH-PMWDir26042715130.pdf

Attached is the deficiency letter for the asset purchase agreement for Fronton Holdings, LLC

Thank you,

Florida Gaming Control Commission
flgaming.gov

Jamie Pouncey
Program Administrator
850.794.8116 Office 850.964.1705 Cell

From: PMWdirector-bizhub@flgaming.gov <PMWdirector-bizhub@flgaming.gov>
Sent: Monday, April 27, 2026 4:14 PM
To: Jamie Pouncey <Jamie.Pouncey@flgaming.gov>
Subject: Message from TLH-PMWDirector-Bizhub360i

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

April 25, 2026

VIA U.S. MAIL AND EMAIL CORRESPONDENCE

John M. Lockwood
The Lockwood Law Firm
1400 Village Square Boulevard, #3-504
Tallahassee, Florida 32312

Re: Deficiency Letter for the Asset Purchase Agreement for Fronton Holdings, LLC.

Dear Mr. Lockwood:

The Florida Gaming Control Commission ("Commission") is in receipt of the March 26, 2026, application for approval of the transfer of permit number 278 from Fronton Holdings, LLC to Florida Partners, LLC.

Based on my review of the application and the accompanying documents that you have submitted to the Commission on March 26, 2026, and the supplemental documents dated April 8, 2026, the application does not contain information sufficient for the Commission to approve the change in ownership of permit number 278.

Accordingly, pursuant to section 120.60(1), Florida Statutes, this deficiency letter is to advise you of errors or omissions within the application. The application will not be deemed complete until we have received the following required information:

1) A listing of all present or past civil suits involving the applicant as a defendant for the past twenty years, if none, so state. Include style of case, case number, court of jurisdiction, and final outcome of case.

2) A listing of all past or present criminal and or civil charges/suits involving the ultimate equitable interests and their spouses; if none, so state. Include arrest charge, arresting agency, date of arrest, court of jurisdiction, and final outcome

3) A statement disclosing any ownership of 5 percent or more in any business or other entity holding interest in any gambling or wagering activity in the State of Florida, the United States, or internationally; if none, so state.

4) A copy of the applicant's financial statements for the last five years. If no financial statements were prepared, so state, and attach necessary documents which reflect the financial condition of the applicant for the past five years.

5) If the applicant is a subsidiary of any other entity, the applicant must attach a copy of the parent corporation's financial statements for the past five years. If no financial statements were prepared, so state, and attach necessary documents which reflect the financial condition of the parent corporation for the past five years.

6) Please confirm all ownership interests would make available for division inspection a copy of all income tax returns filed for the past five years, including spouses.

7) All ownership interests shall provide an audited financial statement, with an independent CPA opinion, of their personal financial condition as of the date of the application.

8) All ownership interests shall attach a statement indicating if they, their spouses, or any associated business entities have ever filed for bankruptcy.

9) A listing of the full name, legal address, business address, and date of birth of any divorced spouse or divorce proceedings involving the current spouse, if none, so state.

10) A detailed statement (with supporting evidence) of the method of financing the purchase of the assets. Said statement shall include a complete disclosure of the sources of funds.

11) A complete listing of any loans obtained by the applicant within the past two years, including the name of lender, amount of loan, terms of loan, collateral, reason for loan, and a copy of loan agreements, if none, so state.

12) A legal description of the property where the pari-mutuel facility is located and documents to reflect the applicants control over the property. Correspondence has indicated the lease will be assumed; please provide the Lease Assumption Agreement.

Please note that, based on the information received in response to this deficiency letter, the Commission may require additional information. Thank you for your time and assistance in this matter, and please do not hesitate to contact me if you require anything further from the Commission.

Sincerely,

Jamie Pouncey
Division of Pari-Mutuel Wagering
Florida Gaming Control Commission
4070 Esplande Way
Tallahassee, FL 32399
850-794-8116
Jamie.pouncey@flgaming.gov

Jamie Pouncey

From:	T.J. Morton <tj@lockwoodlawfirm.com>
Sent:	Wednesday, April 8, 2026 2:50 PM
To:	Jamie Pouncey
Cc:	Elina Valentine; Joe Dillmore; John Lockwood; Craig Simpson; Christian Bax
Subject:	Supplemental Information relating to Card House Port St. Lucie
Attachments:	Letter to FGCC re Supplemental Information.pdf; Exhibit 1.pdf; Exhibit 2.pdf; Letter to FGCC re Supplemental Information_Redacted.pdf; Exhibit 1_Redacted.pdf; Exhibit 2 _Redacted.pdf
Follow Up Flag:	Flag for follow up
Flag Status:	Flagged

Hi Jamie,

Please find attached clean and redacted versions of correspondence related to Card House Port St. Lucie.

Thanks,

TJ Morton
The Lockwood Law Firm
850-284-8769

LOCKWOOD LAW FIRM

Confidential and exempt from disclosure pursuant to Sections 688.001-688.009, 815.04, and 815.045, Florida Statutes

April 8, 2026

Via Electronic Mail (Jamie.Pouncey@flgaming.gov)
Jamie Pouncey
Division of Pari-mutuel Wagering
Florida Gaming Control Commission
4070 Esplanade Way
Tallahassee, Florida 32399

Re: Supplemental Information Related to Transfer of Pari-mutuel Permit #278

[redacted]

Sincerely,

John M. Lockwood

cc: Joe Dillmore, Director of Division of Pari-Mutuel Wagering (*Joe.Dillmore@flgaming.gov*)
Elina Valentine, General Counsel (*Elina.Valentine@flgaming.gov*)

Confidential and exempt from disclosure pursuant to Sections 688.001-688.009, 815.04, and 815.045, Florida Statutes

[redacted]

Confidential and exempt from disclosure pursuant to Sections
688.001-688.009, 815.04, and 815.045, Florida Statutes

Jamie Pouncey

From: T.J. Morton <tj@lockwoodlawfirm.com>
Sent: Thursday, March 26, 2026 3:27 PM
To: Jamie Pouncey
Cc: Elina Valentine; Joe Dillmore; John Lockwood; Christian Bax; Craig Simpson
Subject: Correspondence relating to Card House Port St. Lucie - Email 1 of 2
Attachments: Letter to FGCC re Transfer of Permit.pdf; Exhibit 1 - Asset Purchase Agreement (Executed).pdf; Exhibit 2 - Articles of Incorporation.pdf; Exhibit 3 - Owner and Officer.pdf; Exhibit 4 - Professional Licenses.pdf; Exhibit 5 - David Crews Forms.pdf; Exhibit 6 - Form 3190.pdf

Hi Jamie,

Please find attached clean and redacted versions of correspondence relating to Card House Port St. Lucie.

Thanks,

TJ Morton
The Lockwood Law Firm
850-284-8769

LOCKWOOD LAW FIRM

Confidential and exempt from disclosure pursuant to Sections 119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

March 26, 2026

Via Electronic Mail (Jamie.Pouncey@flgaming.gov)
Jamie Pouncey
Division of Pari-mutuel Wagering
Florida Gaming Control Commission
4070 Esplanade Way
Tallahassee, Florida 32399

Re: Transfer of Pari-mutuel Permit #278

Dear Ms. Pouncey:

This correspondence is provided on behalf of Florida Partners, LLC for the purpose of notifying the Florida Gaming Control Commission ("the Commission") that Florida Partners, LLC has entered into an Asset Purchase Agreement with Fronton Holdings, LLC for the transfer of pari-mutuel permit #278 to Florida Partners, LLC ("FP").

A copy of the Asset Purchase Agreement is attached as **Exhibit 1**.

FP is a Florida limited liability company. Its articles of incorporation are attached as **Exhibit 2**. FP is managed by Florida Partners Holdings, LLC.

The name and address of FP's officer and ultimate equitable owner is attached as **Exhibit 3**. David Crews does not currently hold an ownership interest in any gambling or wagering activity in the state of Florida, the United States, or internationally. Mr. Crews has never been charged with a crime. Mr. Crews does not hold any occupational or professional licenses issued by any local, state, or federal jurisdiction. The attached **Exhibit 4** reflects all occupational and professional licenses held by Mr. Crews's spouse. Completed Forms 3030, 3120, and 3195 for Mr. Crews are attached as **Exhibit 5**. Mr. Crews has submitted his fingerprints via Livescan. Completed Form 3190 for FP is attached as **Exhibit 6.**

[redacted] An organizational chart is attached as **Exhibit 7**. [redacted]

[redacted] FP will prepare good-faith financial projections for the first three years of operation post-closing. [redacted]

[redacted] FP will prepare a statement of projected assets and liabilities at years 1, 2, and 3 of operations.

Following closing, FP will operate at the existing cardroom facility located at 6666 South US Highway 1, Unit 2A, Port St. Lucie, FL 34952. [redacted]

FP will be operating the cardroom pursuant to an assignment of the existing lease. A copy of the existing lease is attached as **Exhibit 8**. A lease assignment is currently being prepared and will be submitted to the Commission as soon as it is finalized. Following the lease assignment, the property will continue to be owned by St. Lucie EMI, LLC, St. Lucie MEP, LLC, and St. Lucie PPI, LLC.

A business plan for the first year of operation is attached as **Exhibit 9**.

Thank you for your time and consideration in reviewing this important matter and we look forward to working with the Commission and staff to obtain Commission approval as expeditiously as possible.

Sincerely,

John M. Lockwood

cc: Joe Dillmore, Director of Division of Pari-Mutuel Wagering (*Joe.Dillmore@flgaming.gov*)
Elina Valentine, General Counsel (*Elina.Valentine@flgaming.gov*)

Confidential and exempt from disclosure pursuant to Sections 119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

ASSET PURCHASE AGREEMENT

by and between

Florida Partners, LLC, as Purchaser

Fronton Holdings, LLC, as Seller, and

Andrew Jonas, as Owner

March 13, 2026

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of March 13, 2026, is by and between Florida Partners, LLC, a Florida limited liability company ("Purchaser"), on the one hand, and Fronton Holdings, LLC, a Delaware limited liability company ("Seller"), and Andrew Jonas (the "Owner"), on the other hand. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in Article X.

WHEREAS, Seller is currently engaged in the business of owning and operating a card house known as "Card House Port St. Lucie" located at 6666 S. U.S. Hwy 1, Units 2, 2a and 3 Port St. Lucie, Florida 34952, including offering poker and other games and providing goods and services related thereto (the "Business");

WHEREAS, Purchaser, Seller, and the Owner desire to enter into this Agreement, pursuant to which, at the Closing, Seller will sell to Purchaser, and Purchaser will purchase from Seller, substantially all of the assets of Seller; and

WHEREAS, Seller and the Owner acknowledge that Purchaser is paying substantial consideration for the Purchased Assets (as defined in Section 1.1) and that payment of such consideration will inure to their benefit and that their agreement to the terms of this Agreement (including Section 7.3) is a material inducement for Purchaser to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I
SALE AND TRANSFER OF ASSETS; PURCHASE PRICE; CLOSING

1.1 Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller will sell, convey, assign, transfer, and deliver to Purchaser, and Purchaser will purchase and acquire from Seller, free and clear of any Liens (other than Permitted Liens), all of Seller's right, title, and interest in and to substantially all of Seller's assets used in the Business, other than the Excluded Assets, including (collectively, the "Purchased Assets"):

(a) all Current Assets;

(b) all fixed assets and items of machinery, equipment, furniture, and all other tangible personal property of Seller used in the Business (the "Purchased Fixed Assets"), including those set forth on Schedule 1.1(a) to the Seller Disclosure Letter;

(c) all rights existing under all of the Contracts of Seller (other than the Excluded Contracts), including those Contracts set forth on Schedule 1.1(c) to the Seller Disclosure Letter ("Purchased Contracts");

(d) all existing files, lists, and records of customers (whether past or current), suppliers, distributors, and agents with respect to the Purchased Assets and the Business,

including quotation and purchase records, quality control records, and all books, records, ledgers, files, documents, correspondence, lists, studies and reports, and other printed or written materials with respect to the Purchased Assets and the Business;

(e) all inventory of Seller relating to the Business, wherever located, including all raw materials, spare parts, and all other materials and supplies to be used or consumed in the production of finished goods and finished goods inventory of Seller with respect to the Business, including the inventory set forth on Schedule 1.1(e) to the Seller Disclosure Letter;

(f) other than with respect to Excluded Liabilities, all claims, warranties, guarantees, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment of every kind and nature with respect to the Purchased Assets;

(g) all Business Intellectual Property, including the Intellectual Property identified on Schedule 1.1(g) to the Seller Disclosure Letter, domain names, telephone numbers, and websites and all content (including any Copyright there) and goodwill associated therewith;

(h) all Permits of Seller used in or related to the Business, to the extent assignable, including the Permits listed on Schedule 1.1(h) to the Seller Disclosure Letter;

(i) other than with respect to Excluded Liabilities or Excluded Assets, all insurance and warranty benefits, including rights and proceeds received after the Closing Date with respect to damage, non-conformance of or loss to the Purchased Assets or with respect to the Business or Assumed Liabilities; and

(j) all goodwill and going concern value associated with Seller's operation of the Business.

1.2 Excluded Assets. Notwithstanding Section 1.1, Purchaser will not acquire the following assets of Seller (collectively, the "Excluded Assets"):

(a) all Cash (other than Facility Cash);

(b) rights under or pursuant to this Agreement and agreements entered into pursuant to this Agreement;

(c) minute books, statutory books, and company seal, if any;

(d) all Contracts specifically set forth on Schedule 1.2(d) to the Seller Disclosure Letter (the "Excluded Contracts");

(e) all Owned Intellectual Property that is not Business Intellectual Property;

(f) all business insurance policies;

(g) all Benefit Plans;

(h) all Contracts related to Indebtedness;

(i) all billed and unbilled accounts receivable of Seller as of the Effective Time and all correspondence with respect thereto, including all trade accounts receivable, notes receivable from customers;

(j) any equity interests of any Person held by Seller or any of its Affiliates;

(k) all Owned Real Estate; and

(l) all assets identified on Schedule 1.2(l) to the Seller Disclosure Letter.

1.3 Liabilities.

(a) At the Closing, Seller will assign to Purchaser, and Purchaser will assume and agree to discharge and perform, only (i) the Current Liabilities, (ii) those Liabilities of Seller under the Purchased Contracts solely to the extent first arising from and after the Closing and only to the extent such obligations and liabilities do not arise from the failure to perform, improper performance, or other breach, default, or violation by Seller or Owner under any Purchased Contracts prior to the Closing, and (iii) all Liabilities for any chips, tokens, credits, vouchers, tickets, markers, or other instruments or representations of value, whether physical, electronic, or digital, that are issued by or on behalf of the Business and redeemable, exchangeable, or usable for wagering, gaming, or related purposes and outstanding as of the Closing, net of amounts outstanding to the Seller's designated player as provided in the Adjustment Methodology (the "Net Outstanding Chip Liabilities"), provided for the avoidance of doubt that such Net Outstanding Chip Liabilities shall be treated as Current Liabilities and shall not be treated as Indebtedness hereunder (collectively, the "Assumed Liabilities"). Other than the Assumed Liabilities, Purchaser will not assume any Liabilities of Seller, the Owner, or their respective Affiliates (collectively, the "Excluded Liabilities"), whether under this Agreement or any other Transaction Document. The Excluded Liabilities will remain the sole responsibility of and will be retained, paid, performed, and discharged solely by Seller.

(b) Without limiting Section 1.3(a), the Excluded Liabilities expressly include (i) all Liabilities that are caused by the actions or inactions of Seller with respect to the Purchased Contracts prior to the Closing, (ii) all Liabilities related to Excluded Assets, (iii) any Taxes now or hereafter owed by Seller assessed against or upon the Purchased Assets for all periods (or parts thereof) ending prior to the Closing, (iv) all Liabilities related to Indebtedness of Seller, (v) all Liabilities that arise out of or in connection with any violation of or non-compliance of Seller with any applicable Law (including any Florida Cardroom Laws or other applicable Laws related to gambling or gaming), (vi) all customer deposits and refunds due to third parties incurred, or that relate to events that occurred prior to the Closing, (vii) any Liabilities arising out of the Caswell Bonus Agreement or Freeland Consulting Agreement (each as defined in the Seller Disclosure Letter), and (viii) all Liabilities related to Seller's employment of its employees prior to the Closing, including any salary, wages (including Liabilities relating to payment of prevailing wages), bonus, severance, vacation, paid time off, sick leave, commissions, bonuses, or other compensation or any Liabilities related to Seller's termination of any of its employees (and, for avoidance of doubt, Liabilities accruing from and after the Closing relating to any employees who were terminated by Seller and who become Purchaser's employees as of the Closing and that do not relate to Seller's termination of such employees or

such employee's employment with Seller prior to the Closing shall be the sole obligation of Purchaser), whether required by Contract, under applicable Law, or otherwise, including the employer's portion of any payroll, social security, unemployment, or similar Taxes related to such payments.

1.4 Purchase Price. As consideration for the Purchased Assets, at the Closing, Purchaser shall (a) pay to Seller an amount equal to [redacted] (the "Base Purchase Price"), and (b) issue the Seller Note to Seller, in each case, as further provided in Section 1.5 (the Base Purchase Price, as adjusted pursuant to this Article I, plus all amounts payable under the Seller Note, the "Purchase Price").

1.5 Payment of Purchase Price. On the Closing Date, and subject to the conditions set forth in this Agreement, the Purchase Price will be paid as follows:

(a) Purchaser will pay the Outstanding Transaction Expenses on behalf of Seller and the Owner;

(b) Purchaser will pay off Seller's Indebtedness set forth on Schedule 1.5(b) (the "Indebtedness Amount") on behalf of Seller, with such payment being made to the holders of such Indebtedness pursuant to payoff letters in form and substance acceptable to Purchaser ("Payoff Letters");

(c) Purchaser will issue the Seller Note to Seller; and

(d) Purchaser will pay to Seller, by wire transfer of immediately available funds to such account or accounts designated in writing by Seller, an aggregate amount equal to the sum of (i) the Base Purchase Price, minus (ii) the Estimated Outstanding Transaction Expenses, minus (iii) the Estimated Indebtedness Amount, minus (iv) the Deposit, plus (v) the Estimated Net Working Capital Surplus, if any, minus (vi) the Estimated Net Working Capital Deficit, if any (such amount, the "Closing Payment").

1.6 Closing Calculations. No later than five Business Days prior to the Closing, Seller shall prepare and deliver to Purchaser a statement (the "Estimated Closing Statement") setting forth Seller's good faith estimates of (a) the Indebtedness Amount ("Estimated Indebtedness Amount"), (b) Outstanding Transaction Expenses ("Estimated Outstanding Transaction Expenses"), (c) the Net Working Capital (the "Estimated Net Working Capital"), together with a schedule calculating in reasonable detail such amounts and estimated balance sheet of Seller, in each case, as of 3:00 a.m. on the Closing Date, and (d) the resulting calculation of the Closing Payment (the "Estimated Closing Payment"). All components of the Estimated Closing Statement shall be calculated in accordance with the methodology and principles set forth on Exhibit A (the "Adjustment Methodology").

1.7 Final Closing Calculations. As promptly as possible, but in any event within 60 days after the Closing Date, Purchaser will deliver to Seller a statement showing the calculation of the Indebtedness Amount, Outstanding Transaction Expenses, the Net Working Capital, and the resulting calculation of the Closing Payment (the "Preliminary Statement"), in each case, calculated in accordance with the Adjustment Methodology. After delivery of the Preliminary Statement, Purchaser shall provide Seller and Seller's accountants and other representatives

reasonable access to review such books and records and any work papers related to the preparation of the Preliminary Statement; provided that (a) such access does not unreasonably interfere with the normal operations of the Business and (b) nothing herein will require Purchaser to provide access to, or to disclose any information to, Seller or Seller's accountants or other representatives if such access or disclosure would reasonably be expected to (i) jeopardize or waive any legal privilege or (ii) be in violation of any applicable Law. Seller and Seller's accountants and other representatives may make inquiries of Purchaser and its accountants regarding questions concerning or disagreements with the Preliminary Statement arising in the course of their review thereof, and Purchaser shall use commercially reasonable efforts to cause any such accountants to cooperate with and respond to such inquiries. If Seller has any objections to the Preliminary Statement, then Seller shall deliver to Purchaser a statement setting forth in reasonable detail each objected item or amount and the basis for such objection, together with supporting calculations (an "Objections Statement") within 45 days after delivery of the Preliminary Statement to Seller (the "Objection Period"). If an Objections Statement is not delivered to Purchaser during the Objection Period, the Preliminary Statement and the resulting calculation of the Purchase Price will be final and binding on, and non-appealable by, the parties hereto. Seller and Purchaser shall negotiate in good faith to resolve any such objections, but if they do not reach a final resolution within 30 days after the delivery of the Objections Statement, Seller and Purchaser shall submit such dispute to a nationally recognized U.S. independent accounting firm jointly chosen by Purchaser and Seller (the "Accounting Firm"). Any further submissions to the Accounting Firm must be written and delivered to each party to the dispute. The Accounting Firm will be given reasonable access to all of the records of Seller and Purchaser to resolve any dispute regarding the Preliminary Statement, which determination with respect to any disputed matters must be submitted to Purchaser and Seller within 20 Business Days. The Accounting Firm will address only those items properly disputed in accordance with this Section 1.7, and the Accounting Firm will make its determination regarding any disputed items within the dollar ranges set forth in the Preliminary Statement delivered by Purchaser and the Objections Statement delivered by Seller. Absent manifest error, the determination of the Accounting Firm will be conclusive and binding upon the parties hereto. The fees and expenses of such Accounting Firm incurred in resolving the disputed matter will be equitably apportioned by the Accounting Firm based on the extent to which Purchaser, on the one hand, or Seller, on the other hand, is determined by the Accounting Firm to be the prevailing party in the resolution of such disputed matters. For the avoidance of doubt, the Accounting Firm will also resolve any disputes that may arise regarding whether Seller and Purchaser have complied with the terms and procedures of this Section 1.7. The amount of the Indebtedness Amount, Outstanding Transaction Expenses, the Net Working Capital, and the Closing Payment as finally determined pursuant to this Section 1.7 is referred to herein as "Final Indebtedness Amount", "Final Outstanding Transaction Expenses", "Final Net Working Capital", and "Final Closing Payment," respectively.

1.8 Post-Closing Adjustment Payment.

(a) If the Final Closing Payment is greater than the Estimated Closing Payment (such difference, the "Excess Amount"), Purchaser shall promptly (but in any event within five Business Days after the determination of the Final Closing Payment pursuant to Section 1.7) pay, or cause to be paid, the Excess Amount to Seller by wire transfer of

immediately available funds to such account or accounts as designated in writing by Seller.

(b) If the Final Closing Payment is less than the Estimated Closing Payment (the absolute value of such difference, the "Deficit Amount"), then Seller and the Owner, jointly and severally, shall promptly (but in any event within five Business Days after the determination of the Final Closing Payment pursuant to Section 1.7), pay, or cause to be paid, the Deficit Amount to Purchaser by wire transfer of immediately available funds to such account or accounts as designated by Purchaser.

1.9 Purchase Price Allocation. The Purchase Price (and any other amounts treated as consideration for U.S. federal, state and local income tax purposes) shall be allocated between the Purchased Assets and the covenants in Section 7.3, in accordance with the allocation principles set forth on Exhibit B (the "Allocation Principles") and in accordance with Section 1060 of the Code and the regulations thereunder. Within 180 days after the Closing Date, Purchaser shall deliver to Seller an allocation schedule for the Purchase Price (and any other amounts treated as consideration for U.S. federal, state and local income tax purposes) prepared in accordance with the Allocation Principles and Section 1060 of the Code (the "Allocation Schedule"). The Allocation Schedule shall be deemed final unless Seller notifies Purchaser in writing that Seller objects to one or more items reflected in the Allocation Schedule within 45 days after delivery of the Allocation Schedule to Seller. In the event of any such objection, Seller and Purchaser shall negotiate in good faith to resolve such dispute; provided that, if Seller and Purchaser are unable to resolve any dispute with respect to the Allocation Schedule within 30 days after the delivery of such objection by Seller, such dispute shall be resolved by the Accounting Firm in accordance with the review and dispute mechanisms set forth in Section 1.7, *mutatis mutandis*. The parties hereto agree to file their respective Internal Revenue Service ("IRS") Form 8594 and all federal, state and local Tax Returns in accordance with the Allocation Schedule. No party hereto shall take any position (whether in audits, tax returns, or otherwise) that is inconsistent with the Allocation Schedule unless required to do so by applicable Law; provided that, prior to taking any such inconsistent position as a result of the requirements of applicable Law, the party hereto intending to take such position shall exercise good faith, commercially reasonable efforts to provide the other parties hereto with notice of such intent and an opportunity to comment thereon.

1.10 Additional Consideration. In the event (a) Class III slot machines; (b) instant racing machines; (c) video lottery terminals; (d) any other Class III gaming such as house-banked table games, standard, Vegas-style blackjack, baccarat, craps, and roulette; and (5), sports betting, in each case, whether conducted in person or via the Internet ("Additional Gaming Products"), which are not authorized for use under the pari-mutuel Permit issued by the Florida Gaming Control Commission (Permit Number 278) or any other annual cardroom or operating license issued by the Florida Gaming Control Commission (or any successor entity) and in effect as of the Closing (collectively, the "Gaming License"), are later authorized by the Florida Constitution, Florida Statutes, and/or a ratified and approved gaming compact between the Seminole Tribe of Florida and the State of Florida within the 10-year period following the Closing, then Purchaser shall pay to Seller an amount (the "Additional Consideration") equal to 20% of the amount of Gross Revenues (net of state gaming taxes) derived from the operation of such Additional Gaming Products pursuant to the Gaming License (or any renewal, extension, amendment, successor, replacement, transferred, supplemental or substitute Permit or gaming

license thereto) for a period of 10 years after the date such Additional Gaming Products are authorized (the "Additional Consideration Period"). The obligation to pay the foregoing Additional Consideration shall run with the Gaming License (or any renewal, extension, amendment, successor, replacement, transferred, supplemental or substitute Permit or gaming license thereto) and shall bind each holder thereof, regardless of whether the Gaming License is transferred, assigned, renewed, replaced, reissued, or otherwise succeeds to any Affiliate of Purchaser, or any successor owner or operator of the Business or the Gaming License or the related gaming operations, and shall survive any sale, disposition, restructuring, or other change of control of Purchaser or the Business or gaming operations conducted pursuant to the Gaming License. Each such payment of Additional Consideration shall be made on a monthly basis no later than 15 days after the end of each calendar month during the Additional Consideration Period with respect to the Gross Revenues received for such preceding month.

1.11 Withholding. Notwithstanding anything in this Agreement to the contrary, Purchaser may withhold and deduct from any amounts payable pursuant to this Agreement and the transactions contemplated herein such amounts as are required to be deducted and withheld under the Code or any provision of state, local, or foreign Laws in effect at the time such payment is required to be made. Except in the case of withholding on payments taxable as compensation or a failure of Seller to deliver a properly completed IRS Form W-9, Purchaser shall provide Seller with written notice of its intent to withhold at least three days prior to the payment of any such amount with a written explanation substantiating the requirement to deduct or withhold, and the parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding. To the extent that amounts are so withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

1.12 Deposit.

(a) On the date hereof, Purchaser shall deposit with Escrow Agent, by wire transfer of immediately available funds, an amount of [redacted] (together with any interest or earnings that may accrue thereon, the "Deposit"), in each case, in accordance with the terms of the Escrow Agreement.

(b) The Deposit shall be disbursed as follows:

(i) if the Closing occurs, then (1) the Deposit shall be disbursed to Seller and (2) such disbursement will be deemed payment of a portion of the Base Purchase Price by Purchaser for all purposes hereunder;

(ii) if this Agreement is terminated pursuant to Section 9.1(c), Section 9.1(e), Section 9.1(f) (provided that with respect to a termination pursuant to Section 9.1(f), unless Purchaser has not obtained the Financing or FGCC Approval as of the date of termination, Seller and Owner shall have satisfied all conditions to Closing required to be satisfied by Seller or Owner other than conditions which, by their nature, must be satisfied on the Closing Date) or Section 9.1(g), then (1) the Deposit shall be disbursed to Seller as liquidated damages (and not as a penalty), (2) neither Purchaser nor any of its Affiliates, officers, directors, managers, equity holders, agents, or representatives, nor any of the Affiliates of any of the

foregoing (each, a "Purchaser Party") will have any Liability to Seller or any of its Affiliates, officers, directors, managers, equity holders, agents, or representatives in connection with such termination (each, a "Seller Party"), (3) such disbursement shall be the sole and exclusive remedy of any Seller Party against any Purchaser Party in connection with such termination, and (4) by receiving such disbursement, Seller, on its own behalf and on behalf of each other Seller Party, will be deemed to have irrevocably and unconditionally waived, released, and forever discharged each Purchaser Party from all Liabilities and Proceedings that any Seller Party had or may thereafter have as a result of such termination; or

(iii) if this Agreement is terminated pursuant to Section 9.1(a), Section 9.1(b), Section 9.1(d) or Section 9.1(f) (provided that with respect to a termination pursuant to Section 9.1(f), Purchaser must have obtained the Financing and FGCC Approval as of the date of termination and Seller and Owner shall not have satisfied as of the date of termination all conditions to Closing required to be satisfied by Seller or Owner other than conditions which, by their nature, must be satisfied on the Closing Date), then the Deposit shall be disbursed to the Purchaser.

(c) Purchaser and Seller shall, and Seller shall cause the Owner to, provide the Escrow Agent with joint written instructions for the disbursement of the Deposit in accordance with this Section 1.12 no later than five Business Days after the Closing or termination of this Agreement, as applicable.

ARTICLE II
CLOSING DELIVERIES

2.1 The Closing. The closing of the purchase and sale of the Purchased Assets and the transactions relating thereto (the "Closing"), will occur no later than five Business Days after the satisfaction or waiver of all conditions to Closing set forth in Article VIII, other than conditions that, by their nature, must be satisfied on the Closing Date (such date, the "Closing Date"), by electronic mail and other electronic transmission or at such place and time as the parties may mutually agree and will be effective as of 3:00:01 a.m., Eastern Time on the Closing Date (the "Effective Time"). All deliveries by one party to any other party or parties at the Closing will be deemed to have occurred simultaneously and none will be effective unless and until all have occurred, unless Purchaser and Seller agree otherwise.

2.2 Seller Deliveries.

(a) At or prior to the Closing, Seller will have delivered evidence reasonably satisfactory to Purchaser that the Consents set forth on Schedule 2.2(a) to the Seller Disclosure Letter have been duly obtained (or made in the case of any notices).

(b) At or prior to the Closing, Seller will have obtained releases of all Liens on the Purchased Assets (other than Permitted Liens). Seller will deliver such payoff letters, discharges of Liens, releases of guarantees, and other releases as are reasonably requested by Purchaser, in form and substance reasonably acceptable to Purchaser.

(c) At the Closing, Seller shall deliver, or shall cause to be delivered, to

Purchaser all of the following documents:

(i) a secured promissory note, in the original principal amount of [redacted] (the "Seller Note"), together with a related security agreement (the "Security Agreement"), each in the form attached hereto as Annex A, duly executed by Seller;

(ii) a certificate from a duly authorized officer of Seller (1) certifying to correct and complete copies of incumbency and signatures of officers of Seller; (2) attaching all authorizing resolutions or actions from the managers and members (or their equivalents), as required, of Seller authorizing the execution and delivery of this Agreement and the other Transaction Documents to which Seller will be a party and the taking of any and all actions reasonably necessary to consummate the transactions contemplated hereby and thereby, and certifying that all such resolutions or actions were duly adopted, have not been amended, modified, or rescinded in any respect, and remain in full force and effect as of the Closing; (3) certifying to the accuracy of the representations and warranties in Article III as required under Section 8.2(a); (4) certifying to Seller's compliance with and performance of the covenants and obligations to be performed or complied with at or prior to the Closing as required under Section 8.2(b); and (5) certifying to the absence of any Material Adverse Effect as required under with Section 8.2(c);

(iii) a certificate of active status for Seller issued by the Delaware Secretary of State as of a recent date;

(iv) a bill of sale, assignment and assumption agreement, in the form attached hereto as Annex B (the "Bill of Sale"), duly executed by Seller;

(v) an assignment and assumption agreement, in the form attached hereto as Annex C, assigning the Purchased Contracts to Purchaser (the "Contract Assignment and Assumption Agreement"), duly executed by Seller;

(vi) an assignment of all of the Intellectual Property rights identified on Schedule 1.1(g) to the Seller Disclosure Letter, in the form attached hereto as Annex D (the "IP Assignment"), duly executed by Seller;

(vii) a domain name assignment, in the form attached hereto as Annex E (the "Domain Name Assignment"), duly executed by Seller;

(viii) a lease assignment and assumption agreement, in form and substance reasonably agreeable to Seller, Purchaser and the landlord under the Lease Agreement, assigning the Lease Agreement to Purchaser (the "Lease Assignment"), duly executed by Seller;

(ix) an IRS Form W-9, duly executed by Seller;

(x) the Payoff Letters;

(xi) subject to Section 7.7, the Tax Clearance Certificates; and

(xii) evidence reasonably satisfactory to Purchaser that Seller has

submitted the annual renewal applications for the pari-mutuel and cardroom operational licenses.

(d) On the date hereof, Seller shall deliver to Purchaser an escrow agreement, in the form attached hereto as Annex F (the "Escrow Agreement"), duly executed by Seller.

2.3 Purchaser Deliveries.

(a) At the Closing, Purchaser will have delivered to Seller all of the following:

(i) the Purchase Price pursuant to Section 1.5;

(ii) a certificate from a duly authorized officer of Purchaser (i) certifying to correct and complete copies of incumbency and signatures of officers of Purchaser; (ii) attaching all authorizing resolutions or actions from the sole member of Purchaser authorizing the execution and delivery of this Agreement and the other Transaction Documents to which Purchaser will be a party and the taking of any and all actions reasonably necessary to consummate the transactions contemplated hereby and thereby, and certifying that all such resolutions or actions were duly adopted, have not been amended, modified, or rescinded in any respect, and remain in full force and effect as of the Closing; (iii) certifying to the accuracy of the representations and warranties in Article IV as required under Section 8.3(a); and (iv) certifying to Purchaser's compliance with and performance of the covenants and obligations to be performed or complied with at or prior to the Closing as required under Section 8.3(b);

(iii) the Seller Note, the Security Agreement, the Contract Assignment and Assumption Agreement, the Bill of Sale, the IP Assignments, the Domain Name Assignment, and the Lease Assignment, duly executed by Purchaser; and

(iv) a conditional approval from the Florida Gaming Control Commission approving the transfer in ownership from Seller to Purchaser of (A) that certain Pari-mutuel Permit (Permit Number 278), (B) that certain License to Operate a Cardroom, license number CR278, and (C) that certain License to Conduct Pari-Mutuel Wagering, license number 278 (collectively, the "FGCC Approval").

(b) On the date hereof, Purchaser shall deliver to Seller the Escrow Agreement, duly executed by Purchaser.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE OWNER

As a material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller and the Owner, jointly and severally, hereby represent and warrant to Purchaser as of the date of this Agreement as follows:

3.1 Organization and Qualification; Capitalization.

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Seller is duly qualified to transact

business as a foreign company and is in good standing in all jurisdictions where the ownership of the Purchased Assets or the operation of the Business requires that Seller be qualified, each of which jurisdictions is set forth on Schedule 3.1(a) to the Seller Disclosure Letter, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect. Seller possesses all requisite power and authority necessary to own and operate the Purchased Assets and to carry on the Business as now conducted.

(b) The Owner is the beneficial owner of all of the issued and outstanding equity interests of Seller in the manner set forth on Schedule 3.1(b) to the Seller Disclosure Letter. As of the Closing, there are no outstanding options, warrants, purchase rights, exchange rights, or other Contracts or commitments that require Seller to issue, sell, or otherwise to cause to become outstanding any equity interests of Seller. Seller does not have any subsidiaries and does not hold any equity interest of any Person.

3.2 Power and Authority; Enforceability. Seller and the Owner have all power, authority, and, if applicable, capacity to enter into and consummate the transactions contemplated by this Agreement and any ancillary agreements entered into in connection with this Agreement (together with this Agreement, the "Transaction Documents") to which it is a party. The execution and delivery of the Transaction Documents by Seller and the Owner to which each are a party and the consummation of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary company and other action on the part of Seller and the Owner. Each of the Transaction Documents to which Seller or the Owner is a party have been duly executed and delivered by Seller and the Owner, and such Transaction Documents constitute the legal, valid, and binding obligations of Seller and the Owner, respectively, enforceable against each in accordance with their respective terms, except to the extent that (a) their enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other Laws affecting the enforcement of creditor's rights generally, and (b) the availability of equitable remedies is subject to the discretion of the court before which any such proceeding may be brought (the "Enforceability Exceptions").

3.3 No Conflict.

(a) Neither the execution and delivery of this Agreement or any of the Transaction Documents, the performance of the provisions hereof or thereof to be performed by Seller or the Owner, nor the transactions contemplated hereby or thereby (i) violate or conflict with Seller's Organizational Documents; (ii) violate or conflict with any Law or Order that is applicable to Seller; or (iii) breach any of the terms or conditions of, or constitute a default under, any mortgage, note, bond, indenture, agreement, license, or other instrument or obligation to which Seller is a party or by which any of its properties or assets may be bound or affected; except in the cases of clauses (ii) and (iii), where the violation, conflict, breach or default would not reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth on Schedule 3.3(b) to the Seller Disclosure Letter, no material Consent of or from any individual or entity, including any Government Entity, is required in connection with the execution, delivery, or performance of this Agreement by Seller or the Owner or the consummation by Seller or the Owner of the transactions contemplated

hereby.

3.4 Assets.

(a) Seller has good and transferable title to, or a valid leasehold interest in, all tangible personal property included in the Purchased Assets, free and clear of any Liens (other than Permitted Liens).

(b) All of the Purchased Assets are free from any material defects, are in an operating condition and repair (subject to normal wear and tear), and are adequate and suitable for the purposes for which such assets are presently used. Except for the Excluded Assets, the Purchased Assets constitute all of the assets, property, and rights that are used (directly or indirectly) in or necessary for Seller to conduct the Business as currently conducted and are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing. Except as set forth on Schedule 3.4(b), no Asset owned by Seller and used in the operation of the Business is located on any premises not owned, leased, or occupied by Seller. The Owner does not own any assets used by Seller in the Business.

3.5 Financial Matters.

(a) Schedule 3.5(a) to the Seller Disclosure Letter includes the unaudited balance sheets of Seller as of December 31, 2023, December 31, 2024 and December 31, 2025 (the unaudited balance sheet of Seller as of December 31, 2025, the "Most Recent Balance Sheet," and such date, the "Most Recent Balance Sheet Date") and the related statements of profit and loss for the 12-month periods then ended. All of the foregoing financial statements are collectively referred to as the "Financial Statements".

(b) The Financial Statements are accurate and complete in all material respects and fairly present in all material respects the financial condition of Seller as of the respective dates they were prepared; provided, however, for clarity, no representation or warranty is made by Owner or Seller with respect to EBITDA. Seller's books and records are complete, correct and accurately reflect in all material respects the assets, liabilities, transactions, and results of operations of Seller, and the Financial Statements have been prepared and presented based upon and in conformity therewith.

(c) Seller does not have any Liabilities or Indebtedness except (i) those disclosed or reserved against on the Most Recent Balance Sheet, and (ii) those incurred after the date of the Most Recent Balance Sheet in the Ordinary Course (none of which is a Liability for breach of Contract, warranty, tort, infringement, or any action, suit, investigation, or proceeding).

(d) Seller is not in default of its obligations under any of its Indebtedness relating to the Purchased Assets.

3.6 Absence of Certain Developments. Except as set forth on Schedule 3.6 to the Seller Disclosure Letter, since June 30, 2025, Seller has operated the Business only in the Ordinary Course and has not:

(a) sold, assigned, licensed, or transferred any of its assets, except for

dispositions in the Ordinary Course, or mortgaged, pledged, or subjected its assets to any Lien (other than Permitted Liens);

(b) sold, assigned, transferred, abandoned, or permitted to lapse any Permits;

(c) suffered any extraordinary loss, damage, destruction, or casualty loss or waived any rights of value, whether or not covered by insurance and whether or not in the Ordinary Course;

(d) borrowed any amount or incurred or become subject to any Liabilities that would constitute Assumed Liabilities, except current Liabilities incurred in the Ordinary Course and Liabilities under Contracts entered into in the Ordinary Course;

(e) commenced any litigation or binding dispute resolution process or settled or compromised any pending or threatened suit, action or claim;

(f) amended, restated, modified, accelerated, or terminated any Material Contract outside the Ordinary Course;

(g) increased any wages, salary, severance, pension, or other compensation or benefits of any employee, except, in each case, in the Ordinary Course;

(h) changed its policies or practices with regard to cash management, collection of receivables, payment of payables, maintenance of inventory, pricing, or credit, other than changes in the Ordinary Course; or

(i) experienced any Material Adverse Effect.

3.7 Material Contracts.

(a) Schedule 3.7(a) to the Seller Disclosure Letter contains a complete and accurate list of all Material Contracts.

(b) No event has occurred (or failed to occur) that, with the passing of time or the giving of notice or both would constitute a default under any such Material Contract by Seller or, to the Knowledge of Seller, any other party thereto. Seller has not received or given any written notice of a breach or violation of, or default under, any such Material Contract, and, to the Knowledge of Seller, no other party to any such Material Contract has a plan or intention to exercise any right to cancel, defer performance of, terminate, or rely on any force majeure or similar provisions of any Material Contract. Each Material Contract is in full force and effect and constitutes a legal, valid, and binding agreement, subject to the Enforceability Exceptions. Seller has made available to Purchaser a true and correct copy of all written Material Contracts, together with all amendments, waivers, or other changes thereto and true and correct written summaries of all oral Material Contracts.

3.8 Suppliers. Schedule 3.8 to the Seller Disclosure Letter sets forth the suppliers of the Business with aggregate spend in excess of [redacted] (the "Top Suppliers") in each case, for the calendar years ended 2024 and 2025. Within the last 12 months, neither Seller nor any of its

officers or managers has received any written notice from any Top Supplier to the effect that any Top Supplier will stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to, selling products or services to Seller (whether as a result of the consummation of the transactions contemplated hereby or otherwise).

3.9 Insurance. Seller is currently insured by insurers unaffiliated with Seller with respect to the properties, assets, and operation of the Business in such amounts and against such risks as are required by applicable Law or any Material Contract and which insurance policies are set forth in Schedule 3.9-1 to the Seller Disclosure Letter (the "Insurance Policies"). Seller has maintained comparable insurance for the prior two years with respect to the Business. With respect to each Insurance Policy held by Seller, (a) such Insurance Policy is legal, valid, binding, and in full force and effect; and (b) Seller is not in default under such Insurance Policy. Except as listed on Schedule 3.9-2 to the Seller Disclosure Letter, there are no claims by Seller pending under any such Insurance Policies and Seller has not been informed that coverage has been questioned, denied, or disputed by the underwriters of such Insurance Policies with respect to any such claims. Except as listed on Schedule 3.9-3 to the Seller Disclosure Letter, no event has occurred, and no condition exists, that could reasonably be expected to be covered by an Insurance Policy, and for which Seller has not submitted a claim.

3.10 Litigation. There is no Proceeding pending or, to the Knowledge of Seller, threatened, (a) against Seller, (b) relating to or otherwise affecting the Business or the Purchased Assets, or (c) before or by any Government Entity (including the Florida Gaming Control Commission) related to the Florida Cardroom Laws or otherwise related to gambling, gaming, or similar matters. Schedule 3.10 to the Seller Disclosure Letter lists all such Proceedings that have occurred since January 1, 2023.

3.11 Compliance with Laws. Seller is and has been in compliance since January 1, 2023, in all material respects with all applicable Laws (other than Florida Cardroom Laws or other applicable Laws related to gambling or gaming) as such compliance relates to the Business or the Purchased Assets.

3.12 Permits. Except as set forth on Schedule 3.12 to the Seller Disclosure Letter, there are no other material Permits required to be obtained by Seller to conduct the Business or to own, lease, use, or operate the Purchased Assets (including any Cardroom Permit as defined below, the "Business Permits"). Seller is in compliance in all material respects with the terms and conditions of such Business Permits. Seller has not received any written notices that Seller is in violation of any of the terms or conditions of the Business Permits or that Seller lacks any Business Permits necessary to conduct the Business. Seller has taken all commercially reasonable action to maintain the Business Permits. No loss of any Business Permit is pending or, to the Knowledge of Seller, threatened, other than expiration in accordance with the terms thereof.

3.13 Gaming Matters.

(a) Seller and each of its employees hold all Permits necessary to own, lease, use, and operate, or to perform services for, a cardroom in accordance with the Laws of the State of Florida (the "Cardroom Permits"), including Chapter 550, Florida Statutes; Section 849.086,

Florida Statutes; and the rules and regulations promulgated thereunder (collectively, the "Florida Cardroom Laws"), except where the failure to hold any such Cardroom Permit would not reasonably be expected to have a Material Adverse Effect. Such Cardroom Permits include (i) a cardroom license issued by the Florida Gaming Control Commission, (ii) a pari-mutuel Permit issued by the Florida Gaming Control Commission (Permit Number 278), (iii) an annual operating license issued by the Florida Gaming Control Commission, and (iv) occupational licenses for all cardroom employees (including dealers, supervisors, and cashiers). Seller has complied with all renewal requirements associated with all Permits necessary to own, lease, use, and operate, or to perform services for a cardroom, including Sections 550.01215 and 849.086(5)(d), Florida Statutes.

3.14 Tax Matters.

(a) Seller has timely filed all Tax Returns that it was required to file with respect the Purchased Assets or the operation of the Business. All such Tax Returns were correct and complete in all material respects and were prepared in compliance with all applicable Laws. All Taxes owed by Seller with respect to the Purchased Assets and the operation of the Business (whether or not shown or required to be shown on any Tax Return) have been paid or adequate reserves in respect thereof are reflected on the Financial Statements. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction with respect to the Purchased Assets or the operation of the Business. There are no Liens on any of the Purchased Assets that arose in connection with any failure (or alleged failure) to pay any Tax, and, to the Knowledge of Seller, no Tax authority is in the process of imposing any Liens for Taxes on any of the Purchased Assets. Seller has not waived any statute of limitations in respect of Taxes nor has agreed to nor is subject to any extension of time with respect to a Tax assessment or deficiency with respect to the Purchased Assets or the operation of the Business.

(b) There is no dispute or claim concerning any Tax Liability of Seller with respect to the Purchased Assets or the operation of the Business either (i) claimed or raised by any Government Entity or (ii) to the Knowledge of Seller.

(c) None of the Assumed Liabilities consist of an obligation to pay the Taxes of any Person, as a transferee or successor, by Contract, or otherwise.

(d) All Taxes required to have been withheld and paid by Seller in connection with amounts paid or owing to any employee, independent contractor, creditor, partner, member, owner or other third party and relating to the Purchased Assets or the operation of the Business have been paid in full.

(e) Seller has complied in all material respects with all Laws with respect to the collection and payment of sales and use Taxes, including receipt and retention of applicable exemption certificates.

3.15 Real Property.

(a) Except for the Owned Real Estate, Seller does not own any real property.

(b) Schedule 3.15(b) to the Seller Disclosure Letter sets forth the address of each parcel of real estate leased by Seller and used in the operation of the Business ("Leased Real Property"), and a true and complete list of all leases (including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto) for each such Leased Real Property (including the date and name of the parties to such lease or license document). With respect to each lease for Leased Real Property: (i) such lease is legal, valid, binding, enforceable, and in full force and effect (subject to the Enforceability Exceptions); (ii) Seller's possession and quiet enjoyment of the Leased Real Property under such lease has not been disturbed, and there are no disputes with respect thereto; (iii) neither Seller nor, to the Knowledge of Seller, any other party to such lease is in material breach or default under such lease, and, to the Knowledge of Seller, no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a breach or default or permit the termination under such lease; (iv) Seller does not owe any brokerage commissions or finder's fees with respect to such lease; and (v) except as set forth in Schedule 3.15(b)(v) to the Seller Disclosure Letter, to the Knowledge of Seller, all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof included in the Leased Real Property are in good condition and repair (reasonable wear and tear excepted). Seller has made available to Purchaser a true and correct copy of each such lease document, and in the case of any oral lease, a written summary of the material terms of such lease.

3.16 Environmental Matters. Except as would not reasonably be expected to have a Material Adverse Effect, Seller is, and since January 1, 2023 has been, in compliance in all material respects with all Environmental Laws. Seller has not received, since January 1, 2023, any written notice from a Government Entity regarding any actual or alleged violations of Environmental Laws or any Liabilities, including any remedial obligations, arising under Environmental Laws. Seller has obtained and is in compliance in all material respects with all Permits required pursuant to Environmental Laws for the occupation of the Leased Real Property and for the operation of the Business (each of which is disclosed on Schedule 3.16 to the Seller Disclosure Letter). Seller has not received any written order, notice, or other communication from (nor to the Knowledge of Seller has any action been threatened by) any Person of any alleged obligation of Seller to undertake or bear the cost of any remediation action. There are no pending or, to the Knowledge of Seller, threatened, claims, Liens, or other restrictions of any nature, resulting from Seller's violation or failure to comply with any applicable Environmental Law with respect to the Business or any Purchased Asset. To the Knowledge of Seller, there has been no release of any Hazardous Substances on or from any Leased Real Property in violation of any applicable Environmental Law or that would result in material Liability under any applicable Environmental Law and no Leased Real Property has been contaminated by any Hazardous Substance, including any Hazardous Substances contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed), or other containers, either temporary or permanent, and deposited or located in land, water, sumps, or any other part of the Leased Real Property in violation of any applicable Environmental Laws. To the Knowledge of Seller, none of the Leased Real Property is listed on, or has been proposed for listing on, the National Priorities List under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq., or its state equivalent, and Seller has not sent or disposed of Hazardous Substances to or at a site that, pursuant to CERCLA, or any similar state law, has been listed or proposed for listing on the National Priorities List or its state equivalent. Seller has delivered to Purchaser true and

complete copies of all environmental studies, Permits under Environmental Laws, audits, investigations, records, sampling data, site assessments, risk assessments, and other environmental documents with respect to the Leased Real Property to the extent in Seller's possession. Seller has not installed, and, to the Knowledge of Seller, there has not existed, at the Leased Real Property any underground storage tanks (including those regulated pursuant to 40 C.F.R. Part 280 or delegated state programs), dikes or impoundments containing Hazardous Substances, asbestos containing building materials, or polychlorinated biphenyls.

3.17 Intellectual Property Rights.

(a) Set forth on Schedule 3.17(a) to the Seller Disclosure Letter is a true, correct, and complete list of all Business Intellectual Property that is material to the conduct of the Business, including all (i) issued Patents and Patent applications, (ii) Trademark registrations and applications and material unregistered Trademarks, (iii) Copyright registrations and applications, and (iv) domain names and social network service accounts of Seller. Seller is the sole and exclusive legal and beneficial owner and, with respect to applications and registrations, record owner of all of the Business Intellectual Property required to be set forth in Schedule 3.17(a) to the Seller Disclosure Letter, and all such Business Intellectual Property is subsisting, valid, and enforceable. Seller has not granted any Person any right to control the prosecution or registration of any Business Intellectual Property, or to commence, defend, or otherwise control any Proceeding with respect to any Business Intellectual Property.

(b) Seller owns, or Seller has a valid right to use, free and clear of all Liens (other than Permitted Liens), all Business Intellectual Property. All Business Intellectual Property is owned exclusively by Seller free and clear of any Liens (other than Permitted Liens) or adverse interest of other Persons (including current or former employees, third party agents, or contractors). To the Knowledge of Seller, none of the Business Intellectual Property is subject to any Proceeding, or any Contract entered into in settlement of such Proceeding, restricting the use, transfer, licensing, or exploitation by Seller. Seller has not granted any exclusive licenses to or exclusive rights under any Business Intellectual Property.

(c) The conduct of the Business is not and has not since January 1, 2023, (i) infringing, diluting, misappropriating, or otherwise violating the Intellectual Property rights of any Person, and (ii) to the Knowledge of Seller, no Person is infringing, misappropriating, or otherwise violating any Business Intellectual Property.

(d) There has been no Proceeding of infringement, dilution, misappropriation, or other violation, asserted or, to the Knowledge of Seller, threatened (including in the form of offers or invitations to obtain a license) against Seller with respect to the Business or any Business Intellectual Property. To the Knowledge of Seller, there are no facts, circumstances, or conditions that could reasonably be expected to form the basis for a Proceeding of infringement, misappropriation, or other violation of Intellectual Property rights against Seller with respect to the Business or any Business Intellectual Property.

(e) No current or former employee, independent contractor, or manager of Seller or the Business that has invented, created, developed, or reduced to practice any Business Intellectual Property has any right, title, or interest in or to, and otherwise has no valid basis to

claim any right, title, or interest in or to, any Business Intellectual Property.

(f) The Business Intellectual Property together with the Intellectual Property licensed to Seller pursuant to the Inbound Licenses and the Intellectual Property that is comprised of rights of publicity, privacy, rights of personal information, moral rights, or rights of attribution, and integrity with respect to the Business include all of the Intellectual Property used or necessary for the conduct of the Business as conducted since January 1, 2025 and as presently conducted. Seller has the right to use any Inbound License used in the operation of the Business as currently conducted and Purchaser will have the same rights immediately after the Closing with respect to Inbound Licenses that are Purchased Assets.

(g) No current or former Affiliate, partner, manager, equity holder, officer, consultant, or employee of Seller will, after giving effect to the transactions contemplated herein, own or retain any rights to use or otherwise exploit any of the Business Intellectual Property. The consummation of the transactions contemplated herein will not (i) result in the loss or impairment of or payment of any additional amounts with respect to, require the Consent of any other Person in respect of, or give rise to any right of any Person to terminate or alter, Seller's right to own, use, or hold for use any Business Intellectual Property as presently owned, used, or held for use in the conduct of the Business, (ii) violate or result in the breach, modification, cancellation, acceleration, termination, or suspension of any of the Inbound Licenses or Outbound Licenses, or (iii) result in the violation of any applicable Privacy Laws/Policies. Following the Closing, Purchaser will be permitted to exercise all of the rights previously held by Seller under all Inbound Licenses and Outbound Licenses that are in each case Purchased Assets to the same extent that Seller would have been able to had the transactions contemplated herein not occurred and without being required to pay any additional amounts or consideration other than fees, royalties, or payments that Seller would otherwise be required to pay had the transactions contemplated herein not occurred. Neither this Agreement nor the transactions contemplated herein will result in (1) any Person being granted rights or access to, or the placement in or release from escrow of, any source code or other technology, (2) Purchaser being obligated to grant to any third party any right in any Intellectual Property, (3) Purchaser being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses (other than those required by Law, including the Florida Cardroom Laws or other applicable Laws related to gambling or gaming), or (4) Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by Seller prior to the Closing.

(h) In the past three years, (i) there have been no disruptions in any of the information technology systems used by Seller that have materially and adversely affected the Business or operations of Seller and (ii) to the Knowledge of Seller, there have been no other material security breaches in the information technology systems used by Seller.

(i) Seller has not purchased, licensed, transferred, sold, rented, or otherwise made available any Personal Information (including name, address, telephone number, or email address) of any natural Person to any Person except in accordance with, in all material respects, applicable Privacy Laws/Policies. Since January 1, 2023 and except as set forth on Schedule 3.17(i) to the Seller Disclosure Letter, Seller has complied in all material respects with all applicable Privacy Laws/Policies. No Proceedings have been asserted or, to the Knowledge of

Seller, threatened against Seller or the Business alleging a violation of any Person's privacy, data rights, or other rights with respect to such Person's Personal Information or any applicable Privacy Laws/Policies.

(j) There are no Contracts between Seller and any other Person pursuant to which Seller has assumed or agreed to assume any obligation or duty or to warrant, indemnify, reimburse, hold harmless, guaranty, or otherwise assume or incur any obligation or Liability of such Person with respect to any Intellectual Property rights.

(k) Seller has not used Open Source Software in any manner that, with respect to any Business Intellectual Property (excluding the Open Source Software itself), does or is reasonably expected to (i) require its disclosure or distribution in source code form, (ii) require the licensing thereof for the purpose of making derivative works, (iii) impose any restriction on the consideration to be charged for the distribution thereof, or (iv) create, or purport to create, obligations for Seller with respect to Business Intellectual Property or grant, or purport to grant, to any third party, any rights or immunities under Business Intellectual Property. Seller has been and is in compliance in all material respects with all applicable licenses with respect to any Open Source Software that is currently or has been used by Seller since January 1, 2023.

(l) Neither Seller nor any other Person acting on its behalf have disclosed, delivered, or licensed to any Person, agreed in writing to disclose, deliver, or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of any source code for any Business Intellectual Property, except for disclosures to employees, contractors, or consultants under written agreements that prohibit use or disclosure except in the performance of services to Seller.

(m) To the Knowledge of Seller, there are no bugs with respect to the Business Intellectual Property and there are no defects, malfunctions, or nonconformities in any of the commercially available Business Intellectual Property that have or would be reasonably likely to materially disrupt their commercial availability, except for such defects, malfunctions, or nonconformities that can be fixed in the Ordinary Course.

(n) Seller has not incorporated, and, to the Knowledge of Seller, no other Person has incorporated, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other Software routines or hardware components that permit unauthorized access or the unauthorized disablement or deletion of any Business Intellectual Property, or data or other Software of users into any Business Intellectual Property.

(o) Seller does not use AI Technology or AI Development Tools in the operation of the Business, including in connection with the processing of any Personal Information provided or made available to, or otherwise accessible by, Seller by, about, or on behalf of any customers of Seller or any other third parties.

(p) Seller does not engage in any practice that constitutes "selling," "sharing," "targeted advertising," or other similarly regulated activity under Privacy Laws/Policies.

3.18 Employees.

(a) Schedule 3.18(a)-1 to the Seller Disclosure Letter sets forth an accurate and complete list of all employees of Seller (including, without limitation, those on leave of absence or furlough status), and sets forth for each such employee the following information, as applicable: (i) name; (ii) title or position (including whether full or part time); (iii) hire or engagement date; (iv) current annual base compensation rate; (v) commission, bonus, or other incentive-based compensation; (vi) a description of the fringe benefits and welfare plan benefits provided to each such employee; (vii) classification under FLSA; and (viii) status as "active" or "on leave". Except as provided in Schedule 3.18(a)-2 to the Seller Disclosure Letter, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any material payment (including, without limitation, severance, bonus, or change in control) becoming due to any employee of Seller under any agreement or understanding, whether written or oral. Any individual performing services for Seller who has been classified as an independent contractor has been correctly so classified and is not a common law employee of Seller. In the past six years, Seller has not received any written claim from any Person (including any Government Entity) challenging the Seller's classification of such individual as an independent contractor. The amounts accrued for commissions and other fees payable by Seller to agents, salespeople and representatives, vacation pay, and sick pay on the books and records of Seller are adequate, in the aggregate, to cover Seller's Liabilities for all such items. Except as set forth on Schedule 3.18(a)-3 to the Seller Disclosure Letter, Seller does not have any employment agreement, written or oral, with any person or other agreement dealing with compensation or employee benefits in any form (including any eligibility for any severance compensation or benefits) in effect between the employee and Seller.

(b) To the Knowledge of Seller, no employee or group of employees has any current plans to terminate employment with Seller. Except as would not reasonably be expected to have a Material Adverse Effect or as otherwise set forth on Schedule 3.18(b) to the Seller Disclosure Letter, Seller is, and since January 1, 2023 has been, in compliance in all material respects with all applicable Laws relating to the employment of labor or employment relations, including all such laws relating to fair employment practices, equal employment opportunities, wages and hours, immigration, leaves of absence, prohibited discrimination and retaliation, workers compensation, workplace safety, or other similar employment activities. There are no administrative charges, arbitration complaints, or court complaints pending or, to the Knowledge of Seller, threatened against Seller before the U.S. Equal Employment Opportunity Commission or any federal, state, or local court or agency or arbitration body concerning alleged employment discrimination or any other matters relating to the employment of labor or employee relations. Seller has paid all of its employees in accordance with the requirements of the FLSA and regulations thereunder, as well as applicable state Law. Since January 1, 2023, Seller has not implemented any employee layoff that could implicate the Worker Adjustment and Retraining Notification Act or any equivalent state Law.

(c) Each current employee hired in the United States after November 8, 1986, and employed in the United States has completed, and Seller has retained, a Form I-9 in accordance with applicable U.S. federal Laws.

(d) Except as set forth on Schedule 3.18(d) to the Seller Disclosure Letter, (i)

Seller is not, and since January 1, 2020 has not been, a party to, bound by, or negotiating any collective bargaining or other Contract with any union or other bargaining unit in connection with the Business or any employee of Seller employed in the operation of the Business, and (ii) there is not, and since January 1, 2020 has not been, any union or other bargaining unit representing or purporting to represent any employee of Seller employed in the operation of the Business. None of the work performed by any employee of Seller or upon any of the Purchased Assets has been certified by the National Labor Relations Board as bargaining unit work. There are no pending grievances or arbitrations pursuant to any collective bargaining agreement between Seller and any union, other bargaining unit, or employee of Seller.

(e) Except as set forth on Schedule 3.18(e) to the Seller Disclosure Letter, to the Knowledge of Seller, since January 1, 2023, there has not been any written allegation of sexual harassment, sexual misconduct, or unlawful discrimination against any current or former director, manager, officer, or employee of Seller. Except as set forth on Schedule 3.18(e) to the Seller Disclosure Letter, since January 1, 2023, Seller has not entered into any settlement agreement related to allegations or threatened allegations of sexual harassment, sexual misconduct, or unlawful discrimination by any current or former director, manager, officer, employee, independent contractor, or other service provider of Seller.

3.19 Benefit Plans.

(a) Schedule 3.19 to the Seller Disclosure Letter sets forth an accurate and complete list of all benefits received by any current employee or independent contractor of Seller (or any of their respective beneficiaries), as well as a list of all employee welfare benefit plans (as defined in Section 3(1) of ERISA, whether or not subject to ERISA), employee pension benefit plans (as defined in Section 3(2) of ERISA, whether or not subject to ERISA), and all other employment, compensation, consulting, bonus, stock option, restricted stock grant, stock purchase, other cash or stock-based incentive, profit sharing, savings, retirement, disability, insurance, severance, deferred compensation, and other similar fringe or employee benefit plans, programs, or Contracts (i) sponsored, maintained, contributed to, or required to be contributed to, or entered into by Seller or any person that, together with Seller, would be deemed a "single employer" within the meaning of Section 414 of the Code (an "ERISA Affiliate") for the benefit of, or relating to, any current director, officer, employee, or independent contractor of Seller or any ERISA Affiliate (or any of their respective beneficiaries), or (ii) under which Seller or any ERISA Affiliate has or could have any present or future Liability (collectively, the "Benefit Plans").

(b) Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination from the IRS, or with respect to a pre-approved plan, can rely on an opinion letter from the IRS to the plan sponsor, to the effect that such Benefit Plan satisfies the requirements of Section 401(a) of the Code and that its related trust is exempt from taxation under Section 501(a) of the Code, and, to the Knowledge of Seller, no event has occurred or circumstance exists that would reasonably be expected to result in the loss of such qualified status or tax-exempt status.

(c) No Benefit Plan is (i) a "multiemployer plan," as such term is defined in Section 3(37) of ERISA, (ii) a plan that is subject to Title IV of ERISA, Section 302 of ERISA,

or Section 412 of the Code, or (iii) a "multiple employer plan" as defined in Section 413(c) of the Code or "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA, and no Seller or any ERISA Affiliate has ever maintained, contributed to, or been required to contribute to any plan described in clauses (i), (ii), or (iii) of this Section 3.19(c). The execution, delivery, and performance of the Transaction Documents and the consummation and performance of the transactions will not result in a withdrawal from any plan described in clauses (i), (ii), or (iii) of this Section 3.19(c) and will not result in any withdrawal Liability under ERISA, the Code, other applicable Legal Requirements, or the terms of any Benefit Plan.

(d) Neither Seller nor any ERISA Affiliate has taken any action and, to the Knowledge of Seller, no circumstance exists that could result in Purchaser or any Person that is considered a single employer with Purchaser under Section 414 of the Code being party to or bound by any Benefit Plan following the Closing. Neither Purchaser nor any Person that is considered a single employer with Purchaser under Section 414 of the Code will have any obligation or Liability with respect to any Benefit Plan after the Closing.

(e) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings, and proposed and final regulations) thereunder. Seller does not have any obligation to gross up, indemnify, or otherwise reimburse any individual for any excise taxes, interest, or penalties incurred under Section 409A of the Code.

3.20 Information Technology; Data.

(a) To the Knowledge of Seller, the information technology systems used by Seller are fully functional, operational, and adequate and do not require any material updates, upgrades, or additional licenses to allow Seller to conduct the Business as currently conducted other than periodic updates or upgrades in the Ordinary Course.

(b) Since January 1, 2025, there has been no failure, breakdown, or continued substandard performance of any information technology system that has caused a material disruption in time and scope to the conduct of the Business.

(c) Since January 1, 2023, Seller has been and currently is in material compliance with its Personal Information Obligations, and Seller has not received any written notice from any Person with respect to any non-compliance with any Personal Information Obligations.

(d) To the Knowledge of Seller, neither Seller, nor any Person who holds or processes Personal Information on behalf of Seller, has experienced any loss, damage, unauthorized access, unauthorized disclosure, improper alteration, misuse, or breach of the privacy or security of any Personal Information in its possession, custody, or control, which would require the notification of such fact to government agencies or impacted individuals under applicable data breach notification laws, including section 501.171, Fla. Stat.

3.21 Related Party Transactions. Schedule 3.21-1 to the Seller Disclosure Letter sets forth all Contracts, as of the date hereof, between Seller, on the one hand, and the Owner or any

of his Affiliates or any of his immediate family members, on the other hand (each a "Related Party Transaction"). Except as set forth and described on Schedule 3.21-2 to the Seller Disclosure Letter, none of the assets or properties (real, personal, or mixed, tangible or intangible) used by Seller in the operation of the Business are owned by the Owner or any of his Affiliates (other than Seller) or any of his immediate family members. Without limiting the generality of the foregoing sentence, neither the Owner nor any of the Owner' s Affiliates (other than Seller) or immediate family members owns any right, title, or interest in or to any Software or other Business Intellectual Property used in the operation of the Business as currently conducted by Seller and as conducted during the one-year period prior to the date of the Most Recent Balance Sheet.

3.22 Brokerage and Finder's Fees. Neither Seller nor the Owner has incurred any brokerage, finder's, or similar fee in connection with the transactions contemplated by this Agreement on account of any commitment made by or on behalf of Seller or the Owner.

3.23 No Additional Representations or Warranties. Except for the specific representations and warranties set forth in this Article III, neither the Seller, the Owner, nor any of their respective Affiliates, nor any of their respective directors, officers, employees, stockholders, partners, managers, members or representatives has made, or is making, to Purchaser any representation or warranty whatsoever, express or implied, regarding Seller or the Owner, as applicable, in connection with the transactions contemplated by this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PURCHASER

As a material inducement to Seller and the Owner to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller as of the date of this Agreement as follows:

4.1 Organization. Purchaser is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Florida. Purchaser possesses all requisite power and authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

4.2 Power and Authority; Enforceability. Purchaser has all requisite power and authority to enter into and consummate the transactions contemplated by this Agreement and the Transaction Documents to which it is a party. The execution and delivery by Purchaser of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser and each of the other Transaction Documents to which it is a party have been duly executed and delivered by Purchaser and this Agreement does, and such Transaction Documents do, constitute the legal, valid, and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to the Enforceability Exceptions.

4.3 No Conflicts. Neither the execution and delivery of this Agreement by Purchaser or of any Transaction Documents to which it is a party nor the consummation by Purchaser of the

transactions contemplated by this Agreement or such Transaction Documents will (a) conflict with or violate any provision of the Organizational Documents of Purchaser, (b) violate or conflict with any Law or Order that is applicable to Purchaser, (c) require any Consent or other action by or notice to any court, other Government Entity or other Person or entity under, the provisions of any applicable Law, judgment, order or decree, except as has been obtained in advance of the date hereof, or (d) breach, violate or conflict with any of the terms or conditions of, or constitute a default under, any Contract to which Purchaser is a party or by which any of its properties or assets may be bound or affected.

4.4 Litigation. There is no Proceeding pending or, to the knowledge of Purchaser, threatened by or against Purchaser or any Affiliate of Purchaser that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

4.5 Brokerage and Finder's Fees. Purchaser has not incurred any brokerage, finder's, or similar fee in connection with the transactions contemplated by this Agreement on account of any commitment made by or on behalf of Purchaser.

4.6 Sufficiency of Funds; Solvency. Subject to obtaining the Financing, Purchaser will have sufficient funds to enable it to make payment of the Closing Payment and consummate the transactions contemplated by this Agreement. Assuming the Financing is obtained, immediately after giving effect to the transactions contemplated hereby, Purchaser shall be solvent.

ARTICLE V
INDEMNIFICATION

5.1 Indemnification by Seller and the Owner. Seller and the Owner will, jointly and severally, indemnify, defend, and hold harmless Purchaser and each of its officers, managers, directors, employees, members, shareholders, Affiliates, representatives, successors, and assigns (collectively, the "Purchaser Indemnified Parties") from, against, and with respect to, and will compensate and reimburse Purchaser Indemnified Parties for, any and all losses, liabilities, obligations, demands, claims, suits, actions, fees, damages, including punitive damages (but only to the extent such punitive damages are actually awarded to a third party), and costs and expenses, including reasonable attorney's and accountant's fees, costs and expenses, incurred by any Purchaser Indemnified Party (collectively, "Damages"), arising out of or relating or attributable to:

(a) any breach of any of the representations and warranties of Seller and the Owner under this Agreement (other than the Fundamental Representations of Seller and the Owner);

(b) any breach of any of the Fundamental Representations of Seller and the Owner;

(c) any failure by Seller or the Owner to perform or observe, or to have performed or observed, any covenant, agreement, or condition to be performed or observed by Seller or the Owner under this Agreement;

(d) the Excluded Liabilities;

(e) any Liability for Taxes with respect to the operation of the Business by Seller or the ownership of the Purchased Assets for any Pre-Closing Tax Period;

(f) any Outstanding Transaction Expenses of Seller or the Owner;

(g) any unpaid Indebtedness of Seller; or

(h) any of the matters set forth on Exhibit C.

5.2 Limitations.

(a) The representations and warranties of Seller and the Owner under Article III and of Purchaser under Article IV (in each case other than the Fundamental Representations) will survive the Closing for a period of 12 months following the Closing. The Fundamental Representations and the specific indemnities set forth in Section 5.1(d), Section 5.1(f), Section 5.1(g), and Section 5.1(h) will survive the Closing until the expiration of the applicable statute of limitations. The specific indemnity set forth in Section 5.1(e) will survive the Closing until the expiration of the applicable statute of limitations with respect to the underlying Tax matter, plus 60 days. All covenants and agreements to be performed by Seller or the Owner after the Closing will survive the Closing indefinitely, unless expressly specified otherwise by their terms.

(b) For any claim for Damages under Section 5.1(a), (i) Seller and the Owner will not be liable to Purchaser Indemnified Parties unless the aggregate amount of all such Damages exceeds [redacted] (the "Basket"), in which case Seller and the Owner shall be liable for the full amount of Damages regardless of the Basket, and (ii) the aggregate liability of Seller and the Owner will not exceed [redacted].

(c) For any claim for Damages under Section 5.1(b) through Section 5.1(h) or any claim for Damages based on Fraud, the aggregate liability of Seller and the Owner will not exceed the Purchase Price.

(d) Notwithstanding anything to the contrary herein, for the purposes of determining the existence of any breach of a representation or warranty made by Seller or the Owner, each representation and warranty made by Seller and the Owner will be deemed made without any qualifications or limitations regarding materiality and, without limiting the foregoing, the word "material" and words of similar import will be deemed deleted from any such representation, warranty, covenant, or agreement.

5.3 Indemnification by Purchaser. Purchaser will indemnify, defend, and hold harmless Seller and the Owner and each of their respective officers, managers, directors, employees, members, shareholders, Affiliates, representatives, successors, and assigns (collectively, the "Seller Indemnified Parties") from, against, and with respect to, and will compensate and reimburse the Seller Indemnified Parties for, any Damages arising out of or relating or attributable to (a) any breach of any representation or warranty of Purchaser contained in this Agreement or any other Transaction Document, (b) any failure by Purchaser to perform or

observe, or to have performed or observed, any covenant, agreement, or condition to be performed or observed by it under this Agreement or any other Transaction Document, (c) any Assumed Liability, or (d) any Liability for Taxes with respect to the operation of the Business or the ownership of the Purchased Assets for any Tax periods (or parts thereof) beginning on or after the Closing Date (including the portion of any Straddle Period beginning on or after the Closing Date). Any claim for indemnification under subsection (a) above made in accordance with this Article V prior to the expiration of the applicable indemnification period will survive until such matter is resolved. All covenants and agreements to be performed by Purchaser after the Closing will survive the Closing indefinitely, unless specified otherwise by their terms.

5.4 Notice and Right to Defend. Promptly after becoming aware of a claim for which indemnity may be sought pursuant to this Article V, the party seeking indemnification (the "Indemnitee") will notify the other party (the "Indemnitor") of such claim. Such notice shall state, in as much detail as possible, as determined by the Indemnitee in good faith, the nature and basis of the claim for indemnity. The Indemnitee's failure or delay in providing the notice will not relieve the Indemnitor of its obligations under this Article V except to the extent that the Indemnitor is materially prejudiced as a result thereof. Unless the Indemnitor notifies the Indemnitee that the Indemnitor elects to assume the defense or the settlement of such claim (such notice to be given as promptly as reasonably possible in view of the necessity to arrange such defense and in no event later than 20 days following the notice to the Indemnitor), the Indemnitee will have the right to defend, settle, or pay such claim subject to the provisions and limitations of this Article V. The Indemnitee will not be liable to the Indemnitor for any legal or other expense incurred by the Indemnitor in connection with any such defense or settlement undertaken by the Indemnitor. If the Indemnitor assumes the defense, then the Indemnitor will have ultimate control of such defense and proceeding, including any settlement, compromise, or discharge of such third-party claim; provided that (a) the Indemnitor shall not settle or compromise, or consent to the entry of judgment with respect to such third-party claim, without the prior written consent of the Indemnitee (such consent not to be unreasonably withheld, conditioned or delayed), except that no such prior written consent of the Indemnitee shall be required to the extent such settlement, compromise or consent to entry of judgment involves solely the payment of money that is fully indemnified by the Indemnitor pursuant to this Article V and does not otherwise involve any admission of fault on behalf of the Indemnitee or any of its Affiliates, and (b) the Indemnitee may participate in the defense and settlement of such preceding at its own expense, subject to the ultimate control thereof by the Indemnitor. If the Indemnitor has assumed the defense of such third-party claim, the Indemnitee will have the right to employ its own counsel, at its own expense. Notwithstanding the foregoing, the Indemnitee will have the right to assume the defense of any such claim at the expense of the Indemnitor (but subject to the limitations in this Article V), and the Indemnitor will not be able to assume the defense of any such claim (but shall be entitled to participate in the defense and settlement of any such claim at its own expense), if (i) a court of competent jurisdiction rules that the Indemnitor has failed or is failing to prosecute or defend such claim, (ii) the claim involves criminal or regulatory action, (iii) the claim seeks damages other than monetary damages, or (iv) if the Indemnitor has failed to unconditionally acknowledge in writing its obligation to indemnify the Indemnitee with respect to such claim under this Agreement. In no event will the Indemnitee settle or compromise, or consent to the entry of judgement with respect to such third-party claim, without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld, conditioned or delayed), and provided, further, that in no event shall the Indemnitor be responsible for the fees

and expenses of more than one counsel. The defending party in any event will (i) defend such claim with reasonable diligence, (ii) cooperate with the other parties in the investigation and analysis of such claim or proceeding, (iii) afford the other parties reasonable access to such relevant information as it may have in its possession, and (iv) keep the other parties reasonably informed regarding such claim and any related proceedings.

5.5 Payment of Indemnification Claims. Without limiting any other rights of any Purchaser Indemnified Party, (a) any indemnification payments mutually agreed upon by the parties or finally determined by a court of competent jurisdiction to be owed by Seller or the Owner pursuant to this Article V shall be made first by set off against amounts payable by Purchaser under the Seller Note and (b) if on the date any amounts payable by Purchaser under the Seller Note become due and payable there exists an unresolved claim for indemnification validly asserted by Purchaser pursuant to this Article V, Purchaser may hold back from payments due under the Seller Note the amount of such unresolved claim or claims. All amounts set off in accordance with this Section 5.5 will be deemed paid to Seller or the Owner, as applicable, and no set off or hold back effected in accordance with this Section 5.5 will constitute or be deemed to constitute a breach of Purchaser's obligations under this Agreement or any other Transaction Document (including the Seller Note). Notwithstanding the foregoing, to the extent any amounts held back from payments due under the Seller Note in accordance with this Section 5.5 exceed the amount of the associated indemnification claim finally determined to be owed by Seller or Owner pursuant to this Article V, Purchaser shall promptly (and in any event within five Business Days following final determination of the amount of the claim payable by Seller and Owner) pay to Seller such excess amount so held back, together with interest thereon calculated at (x) the rate set forth in Section 2 of the Seller Note from the Closing Date until the date such amount was originally due under the Seller Note and (y) a rate of 8% per annum from the date such amount was originally due under the Seller Note until the date of payment. If Purchaser elects to hold back against the Seller Note in respect of an indemnification claim pursuant to this Article V (other than an indemnification claim arising as a result of a third party claim asserted against a Purchaser Indemnified Party) and Purchaser and Seller are not able to mutually agree upon a resolution of such claim or the proper amount of the hold back within 90 days after the date such held back amounts were due under the Seller Note, then Purchaser shall be required to initiate a lawsuit against Seller and Owner prior to expiration of such 90-day period, and if Purchaser fails to do so, then the held back amounts shall become due and payable at the end of such 90-day period. Purchaser shall actively and diligently pursue to final determination any lawsuit filed pursuant to the immediately preceding sentence. If setting off or holding back against the Seller Note as provided above is insufficient to satisfy in full the amount finally determined to be owed by Seller or the Owner in connection with any claim pursuant to this Article V (a "Set-Off Deficit"), then Seller and the Owner, jointly and severally, shall pay to Purchaser an amount equal to the Set-Off Deficit by wire transfer of immediately available funds to the account or accounts designated by Purchaser within five Business Days after the final determination thereof. Any indemnification payments to be made by Purchaser pursuant to this Article V shall be paid by Purchaser in cash by wire transfer of immediately available funds to the account or accounts designated by Seller within five Business Days after the final determination thereof.

5.6 Tax Treatment of Payments. Any indemnification payment made under this Agreement will be treated as an adjustment to the Purchase Price unless otherwise required by

applicable Law.

5.7 Waiver of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY DAMAGES (I) THAT ARE PUNITIVE, SPECIAL, EXEMPLARY OR TREBLE, OR ARE BASED UPON LOSS OF FUTURE REVENUE OR INCOME, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID TO A THIRD PARTY, (II) CALCULATED AS ANY TYPE OF MULTIPLE, OR (III) THAT CONSTITUTE CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES AND ARE NOT THE PROBABLE AND REASONABLY FORESEEABLE RESULT OF THE EVENT THAT GAVE RISE TO SUCH DAMAGES; PROVIDED, HOWEVER, IN THE CASE OF ANY BREACH OF SECTION 3.5 OR FRAUD, THE INDEMNITEE SHALL BE ENTITLED TO SEEK RECOVERY OF DAMAGES BASED ON A MULTIPLE OF ANY EARNINGS IMPAIRMENT, USING A MULTIPLE OF UP TO FIVE TIMES SUCH EARNINGS IMPAIRMENT, TO THE EXTENT SUCH MULTIPLE-BASED MEASURE OF DAMAGES REPRESENTS THE DIMINUTION IN VALUE OF THE BUSINESS RESULTING THEREFROM.

5.8 Reduction for Insurance Proceeds; Duty to Mitigate. The amount of any Damages for which indemnification is provided under this Article V shall be net of any insurance proceeds or other payments of reimbursement from third parties actually received as an offset against such Damages, in each case after deducting the out-of-pocket costs, Taxes and expenses incurred in connection with obtaining such recoveries or proceeds and any incremental increase in insurance premium costs. To the extent that an Indemnitor indemnifies an Indemnitee and the Indemnitee thereafter receives any insurance proceeds, indemnity, reimbursement, contribution or other similar payments from a third party as a result of any Damages, the Indemnitee shall promptly reimburse the Indemnitor for the amounts previously paid by the Indemnitor to the Indemnitee in connection with such Damages (net of all reasonable out-of-pocket costs and expenses incurred by such Indemnitee in pursuing the indemnification claim in accordance with this Section 5.7). Each Indemnitee shall take reasonable steps to mitigate any Damages forming the basis of any claim for indemnification hereunder.

5.9 Exclusive Remedy. Except as otherwise expressly set forth in this Agreement, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article V. Nothing in this Section 5.8 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to the terms of this Agreement or to seek any remedy on account of any Fraud.

ARTICLE VI
PRE-CLOSING COVENANTS

6.1 Conduct of the Business Prior to the Closing.

(a) During the Executory Period, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent will not be unreasonably

withheld, conditioned, or delayed), Seller shall use commercially reasonable efforts to conduct the Business in the Ordinary Course and use commercially reasonable efforts to maintain and preserve intact the current organization and Business and to preserve the rights, goodwill, and relationships of its employees, customers, suppliers, regulators, and all other Persons having business relationships with Seller. Without limiting the foregoing, during the Executory Period, Seller shall:

(i) pay its debts, Taxes, and other Liabilities when due;

(ii) maintain the properties and assets owned, operated, or used in connection with the Business in the same condition as they were on the date of this Agreement, subject to normal wear and tear and ordinary, routine maintenance and repair;

(iii) continue in full force and effect without modification all insurance policies, except as required by applicable Law;

(iv) defend and protect the Purchased Assets from infringement or usurpation;

(v) perform in all material respects all of its obligations under all Purchased Contracts;

(vi) maintain its books and records in a manner consistent with past practice;

(vii) maintain all of its Permits required for the operation of the Business in good standing; and

(viii) comply in all material respects with all applicable Laws.

(b) Without limiting the generality of the foregoing, during the Executory Period, except as expressly provided in this Agreement or otherwise consented to in writing by Purchaser (which consent will not be unreasonably withheld, conditioned, or delayed), Seller shall not:

(i) sell, assign, transfer, abandon, or permit to lapse any Permits;

(ii) borrow any amount or incur or become subject to any Liabilities that would constitute Assumed Liabilities, except Current Liabilities (which, for clarity, will be deemed to include Net Outstanding Chip Liabilities) incurred in the Ordinary Course and Liabilities under Contracts entered into in the Ordinary Course;

(iii) increase any wages, salary, severance, pension, or other compensation or benefits of any employee, except, in each case, in the Ordinary Course;

(iv) change its policies or practices with regard to cash management, collection of receivables, payment of payables, maintenance of inventory, pricing, or credit, other than changes in the Ordinary Course;

(v) violate, terminate, amend, or otherwise modify, or waive any of the material terms of, any Material Contract;

(vi) enter into any Contract that would be breached by, or require notice to or the consent of, any Person if assumed by Purchaser in connection with the consummation of the transactions contemplated herein and hereby;

(vii) release any Person from, or modify or waive any provision of, any noncompetition, confidentiality, or nonsolicitation agreement or similar Contract;

(viii) acquire or otherwise obtain or sell or otherwise dispose of any of the Purchased Assets other than in the Ordinary Course consistent with past practice; or

(ix) authorize, or enter into any Contract to do, any of the foregoing.

6.2 Notice of Certain Events.

(a) During the Executory Period, Seller shall promptly notify Purchaser in writing of:

(i) the occurrence of any fact, circumstance, event, or action the existence, occurrence, or taking that (1) constitutes a Material Adverse Effect, (2) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller under this Agreement not being true and correct, or (3) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 8.2 to be satisfied at or prior to the Outside Date;

(ii) the receipt of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated herein and hereby;

(iii) the receipt of any notice or other communication from any Government Entity in connection with the transactions contemplated herein and hereby;

(iv) the commencement of, or, to the Knowledge of Seller, the threat of, any Proceeding against, relating to, or involving or otherwise affecting the Owner (solely as it relates to the Business) or Seller that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.10 or that relates to the consummation of the transactions contemplated herein or hereby; or

(v) the issuance of, or, to the Knowledge of Seller, the threat of, any Order against the Owner (solely as it relates to the Business) or Seller.

(b) Notwithstanding anything in this Agreement to the contrary, the delivery

of any notice by Seller and the information or knowledge obtained by Purchaser pursuant to this Section 6.2 will not (i) affect or modify, or be deemed to affect or modify, any representation, warranty, covenant, obligation, or agreement contained in this Agreement, the conditions to the obligations of the Parties to consummate the Closing in Article VIII, or otherwise prejudice in any way the rights and remedies of Purchaser under this Agreement, including pursuant to Article V, (ii) affect or modify, or be deemed to affect or modify, Purchaser's reliance on the representations, warranties, covenants, obligations, and agreements made by the Owner or Seller in this Agreement, or (iii) amend or supplement, or be deemed to amend or supplement, the Seller Disclosure Letter or prevent or cure any misrepresentation, breach of warranty, or breach of Covenant by Seller or the Owner.

(c) During the Executory Period, Purchaser shall promptly notify Seller in writing of:

(i) the occurrence of any fact, circumstance, event, or action the existence, occurrence, or taking that (1) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Purchaser under this Agreement not being true and correct, or (2) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 8.3 to be satisfied at or prior to the Outside Date;

(ii) the receipt of any notice or other communication from any Government Entity in connection with the transactions contemplated herein and hereby, including, without limitation, the Florida Gaming Control Commission; or

(iii) the issuance of or, to the knowledge of Purchaser, the threat of, any Order against Purchaser that would materially impair the ability of Purchaser to consummate the transactions contemplated by this Agreement.

6.3 Exclusivity.

(a) During the Executory Period, neither Seller nor the Owner shall, directly or indirectly, (i) solicit, initiate, knowingly encourage, or knowingly facilitate any inquiries or the making of any proposals or offers from any Person (other than Purchaser and Purchaser's representatives) concerning (1) any transfer or sale of assets or equity interests or other securities of Seller, other than the transfer or sale of Excluded Assets or the sale of other assets in the Ordinary Course consistent with past practice, (2) the issuance of any equity or debt interests or other securities (other than trade accounts or notes payable in the Ordinary Course consistent with past practice) of Seller, or (3) any acquisition, business combination, amalgamation, change of control, merger, or other similar transaction involving Seller, whether structured as an asset sale, equity sale, merger, or otherwise (collectively, an "Acquisition Proposal"), (ii) have any discussion (other than to provide notice as to the existence of the obligations under this Section 6.3 with or provide any information to any Person relating, directly or indirectly, to any Acquisition Proposal, (iii) approve or recommend, or propose to approve or recommend, whether publicly or to any member, manager, or equity holder, any Acquisition Proposal, or (iv) approve or recommend, or propose to approve or recommend, or execute or enter into, any letter of intent, agreement in principal, merger agreement, acquisition agreement, option agreement, or other similar Contract (whether or not binding) related to any Acquisition Proposal, or propose,

whether publicly or to any member, manager, officer, or equity holder of Seller, or agree to do any of the foregoing related to any Acquisition Proposal.

(b) During the Executory Period, Seller and the Owner shall (i) immediately cease and terminate any existing discussion or negotiation with any Person (other than Purchaser and Purchaser's representatives) with respect to any Acquisition Proposal, and (ii) enforce their respective rights under, and not release any Person from, the confidentiality, nondisclosure, and other similar Contracts with such Persons

(c) During the Executory Period, Seller shall promptly notify Purchaser, of and communicate to Purchaser in writing the terms and conditions of (and the identity of the Person making), any Acquisition Proposal.

6.4 Alcoholic Beverage License.

(a) Purchaser and Seller shall use commercially reasonable efforts to effect the transfer of the Alcoholic Beverage License (License Number BEV6600221) issued by the State of Florida's Division of Alcoholic Beverages and Tobacco ("DABT") including cooperating in providing and executing such documents as are necessary to effectuate the transfer, in each case, at the Closing or as promptly as possible thereafter; provided that, notwithstanding anything to the contrary contained herein, the transfer of such Alcoholic Beverage License (License Number BEV6600221) to Purchaser shall not be a condition to Closing hereunder.

(b) Prior to the Closing, Purchaser shall complete, execute, and file with DABT all necessary applications for transfer of the Alcoholic Beverage License to Purchaser. Seller agrees to furnish to Purchaser completed Sections 10 and 13 of the DBPR ABT-6002 Form (the "Alcoholic Beverage License Transfer Form"), duly executed by an individual on file with the DABT who is authorized to execute such form on behalf of Seller. In the event the Florida Department of Revenue ("DOR") refuses to complete the Sales Tax portion of Section 5 of the Alcoholic Beverage License Transfer Form due to any outstanding Taxes or assessments, or delinquent returns related to Seller's tax account with the DOR associated with the operation of the Business, Seller shall use commercially reasonable efforts to obtain and provide to Purchaser a Certificate of Compliance from the DOR issued under Section 213.758(4)(a)1.a., Florida Statutes, for Seller's tax accounts with DOR associated with the operation of the Business, evidencing the necessary clearance for Purchaser to obtain the DOR's completion of the Sales Tax portion of Section 5 of the Alcoholic Beverage License Transfer Form.

6.5 Gaming Application. Each of Purchaser and Seller acknowledge Florida law requires prior approval of the transfer of ownership from the Florida Gaming Control Commission. Purchaser agrees to use commercially reasonable efforts to obtain the FGCC Approval as soon as reasonably practicable after execution of this Agreement. Without limiting the generality of the foregoing, Purchaser agrees that promptly following the execution of this Agreement, but in no event later than any deadlines established by applicable Law, Purchaser will communicate with staff at the Florida Gaming Control Commission to inform the Commission of the intended transactions contemplated by this Agreement and file any documentation and/or applications required by the Florida Gaming Control Commission to

obtain the FGCC Approval. Further, Purchaser agrees to respond to any request for additional information or documentation from staff at the Florida Gaming Control Commission, including by providing all requested information and documentation promptly following any such request. Each of Purchaser and Seller agree to reasonably cooperate with each other as may be necessary to obtain the FGCC Approval.

6.6 Lease Assignment. Unless Purchaser and Seller shall have obtained the written consent of the landlord for the assignment of the Lease Agreement to Purchaser notwithstanding the requirements of the last paragraph of Section 28.2 of the Lease Agreement, then Purchaser acknowledges and agrees that, on the Closing Date, Purchaser shall satisfy each of the requirements for a proposed assignee of the Lease Agreement as set forth in the last paragraph of Section 28.2 of the Lease Agreement.

6.7 Closing Conditions. Subject to the terms of this Agreement and except where a different standard is expressly set forth in this Agreement, during the Executory Period, each party shall use commercially reasonable efforts to take such actions as are necessary to expeditiously consummate the transactions contemplated herein and hereby and to cause the conditions precedent to each other party's obligations set forth in Article VIII to be satisfied at or prior to the Outside Date.

ARTICLE VII
ADDITIONAL COVENANTS

7.1 General. If any time after the Closing, it is established that any asset, equipment, or contract relating exclusively or primarily to the Business was not transferred to Purchaser together with the Purchased Assets, Seller shall execute, or use commercially reasonable efforts to cause the owner of such Asset to execute, all instruments, agreements, or documents, and take all actions as may be reasonably necessary for the purpose of transferring the relevant interests in such assets (or part thereof) held by Seller or any Affiliate of Seller to Purchaser, all at the sole cost and expense of Seller. From the date hereof until the Closing, Seller will provide Purchaser with reasonable access to Seller's documents, books, records (including tax records), agreements, and financial data relating to the Purchased Assets; provided that any such access shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of Seller's personnel and in such a manner as not to interfere with the conduct of the Business or any other businesses of Seller.

7.2 Confidentiality.

(a) From and after the Closing, Seller and the Owner will treat and hold as confidential all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, and promptly deliver to Purchaser or destroy, at the request and option of Purchaser, all tangible embodiments (and all copies) of the Confidential Information that are in such party's possession and included in the Purchased Assets. In the event that Seller or the Owner is requested or required (by oral question or request for information or documents in any Proceeding) to disclose any Confidential Information, Seller or the Owner will, to the extent legally permissible, notify Purchaser promptly of the request or requirement so that Purchaser may seek an appropriate protective order or waive compliance

with the provisions of this Section 7.2. If such protective order is not obtained, or if and to the extent Purchaser waives such prohibition, Seller or the Owner may make such disclosure. Notwithstanding anything herein to the contrary, each party to this Agreement (and each employee, representative, and other agent of such party) may disclose to any and all Persons, without limitation, this Agreement and the transactions contemplated hereby for Tax reporting or legal advice or for purposes of complying with any request by the Florida Gaming Control Commission for a copy of this Agreement or other Confidential Information as part of the process for obtaining the FGCC Approval.

(b) Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), neither Seller nor the Owner will be held criminally or civilly liable under any federal or state trade secret Law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local Government Entity, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of Law or (ii) in a complaint or other filing filed in a lawsuit or other proceeding if such document is made under seal. Further, if the Owner files a lawsuit for retaliation by an employer for reporting a suspected violation of Law, the Owner is permitted to disclose the trade secret to the Owner's attorney and use the trade secret information in the court proceeding, if the Owner files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, including this Section 7.2, is intended to limit or will be used in any way to limit any Person's right to communicate or cooperate with, or provide information to, any Government Entity, as provided for, protected under, or warranted by applicable Law.

7.3 Restrictive Covenants.

(a) For a period of five years after the Closing Date (the "Restricted Period"), neither Seller nor the Owner will, directly or indirectly (i) engage in any business or activity that competes with the Business in the State of Florida, or (ii) invest in, own, manage, operate, finance, control, advise, render services to, or guarantee the obligations of any Person engaged in or planning to become engaged in any business or activity that competes with the Business anywhere in the State of Florida, including any business that offers poker or other games; provided, however, nothing herein shall prohibit Seller or the Owner from (i) purchasing or otherwise acquiring up to 5% of any class of the securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934, as amended, or (ii) making passive investments as a limited partner or similar non-controlling investor in private equity funds, venture capital funds, hedge funds or other pooled investment vehicles, even if such funds or vehicles own portfolio companies, or otherwise make investments in businesses, that compete with the Business, so long as neither Seller nor the Owner has the ability to control or influence investment decisions of such funds or vehicles.

(b) During the Restricted Period, neither Seller nor Owner will, directly or indirectly:

(i) solicit the business of any Person who is or was a customer of the

Business during the 12 months immediately preceding the Closing Date;

(ii) cause, induce, or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant, or other business relation of Seller (or any of its Affiliates) or the Business to cease doing business with the Business, to deal with any competitor of Seller (or any of its Affiliates) or the Business, or in any way interfere with its relationship with such parties;

(iii) cause, induce, or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant, or other business relation of Seller with respect to the Business on the Closing Date or within the 12 month period immediately preceding the Closing Date to cease doing business with Purchaser or its Affiliates with respect to the Business, to deal with any competitor of Purchaser with respect to the Business in the State of Florida, or in any way interfere with its relationship with such parties with respect to the Business; or

(iv) hire, retain, or attempt to hire or retain any employee or consultant of Seller with respect to the Business (including any former employee or consultant if such Person was an employee or consultant of Seller with respect to the Business and was hired or retained by Purchaser or any of its Affiliates in connection with the transactions contemplated by this Agreement and was an employee or consultant of Purchaser or any of its Affiliates within the 12 month period immediately prior to such hiring, retention, or attempt to hire or retain) or in any way materially interfere with the relationship between such individuals and Purchaser or any of its Affiliates; provided, however, that the foregoing shall not prohibit the retention of any such consultant so long as such retention (A) does not materially interfere with such consultant's relationship with Purchaser or any of its Affiliates and (B) does not require such consultant to devote substantially all of his, her or its professional time to Seller or the Owner. Notwithstanding anything to the contrary set forth herein, Purchaser acknowledges and agrees that Seller intends to engage or retain Tara Caswell on a part-time basis for up to 12 months post-Closing to assist with administrative and transition matters relating to the sale of the Business and such engagement or retention shall not constitute a breach of this Section 7.3(b)(iv).

(c) During the Restricted Period, neither the Owner, on the one hand, nor any officer, director, or other member of senior management of Purchaser will directly or indirectly disparage, criticize, or otherwise make any derogatory statements regarding the other party, its Affiliates, or any members, officers, managers, directors, employees, or agents of any of the foregoing; provided that nothing in this Section 7.3(c) shall restrict any individual from providing statements in pleadings or as testimony in any Proceedings.

(d) If a party is finally determined by a court of competent jurisdiction to have violated any provisions or covenants of this Section 7.3, then the Restricted Period will be extended for a period of time equal to duration of such violation.

(e) If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in Section 7.3 is invalid or unenforceable, then the parties agree that the court or tribunal will have the power to reduce the scope, duration, or

geographic area of the term or provision, to delete specific words or phrases, and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. This Section 7.3 will be enforceable as so modified after the expiration of the time within which the judgment may be appealed. Seller and the Owner acknowledge this Section 7.3 is reasonable and necessary to protect and preserve Purchaser's and its Affiliates' legitimate business interests.

(f) The parties agree that the remedy of damages at Law for the breach of any of the covenants contained in this Section 7.3 is an inadequate remedy and that neither Seller nor the Owner will challenge the enforceability or reasonableness of the covenants set forth in this Section 7.3. In recognition of the irreparable harm that a violation by Seller or the Owner of any of the covenants, agreements, or obligations under this Section 7.3 would cause Purchaser or its Affiliates, Seller and the Owner agree that, in addition to any other remedies or relief afforded by Law, an injunction against an actual or threatened violation or violations may be issued against Seller or the Owner without posting a bond or other security. In the event of an action to enforce the covenants in this Section 7.3, the prevailing party will be entitled to be reimbursed by the non-prevailing party for attorney's fees incurred by the prevailing party with respect to such action. Seller and the Owner acknowledge and expressly consent to the governing law and exclusive jurisdiction provisions set forth in Section 11.9 with respect to this Section 7.3.

7.4 Transfer Taxes. All stamp, transfer, documentary, sales, use, value added, registration, property, excise, and other such taxes and fees relating thereto (including any penalties, interest, and additions to such taxes) incurred in connection with this Agreement, all other agreements or instruments contemplated herein and the transactions contemplated hereby, shall be paid 50% by Seller and the Owner, on the one hand, and 50% by Purchaser, on the other hand. Each party hereto will make all filings, returns, reports, and forms as may be required to comply with the provisions of all Tax Laws applicable to such party.

7.5 Post-Closing Reconciliation of Accounts. Seller and the Owner will cause any payments received by Seller, the Owner or their respective Affiliates after the Effective Time with respect to any Assets to be delivered to Purchaser within three days of receipt.

7.6 Employees; Benefit Plans.

(a) As of the Closing, Purchaser or one of its Affiliates shall offer employment to (which offer of employment shall include at least the minimum benefits required by applicable Law), and Seller shall terminate, all of the employees of Seller set forth on Exhibit D, and Seller and the Owner shall use commercially reasonable efforts to assist Purchaser and its Affiliates in employing such employees (the employees who accept such employment on the Closing Date or thereafter, the "Continuing Employees"). Seller consents to the hiring of the Continuing Employees by Purchaser and any of Purchaser's Affiliates and waives, with respect to the employment of the Continuing Employees by Purchaser and any of Purchaser's Affiliates, any claims or rights Seller has under any noncompetition, confidentiality, nonsolicitation, or similar restrictive covenants with any of the Continuing Employees, except to the extent any such claims or rights are Assets. Seller and the Owner shall reasonably cooperate with Purchaser and its Affiliates to provide an orderly administrative transition to Purchaser of each Continuing

Employee, including the provision by Seller to Purchaser of all necessary or appropriate documents, records, materials, accounting files, and Tax information with respect to such Continuing Employee to the extent in Seller's possession and permitted under applicable Law.

(b) Except as expressly set forth in this Agreement, neither Purchaser nor any of its Affiliates is assuming any Liabilities with respect to any of the Employees (including the Continuing Employees) or any claim thereof or related thereto accruing prior to the Closing (except with respect to Continuing Employees for Liabilities arising as a result of employment by Purchaser or its Affiliates from and after the Closing) or with respect to any Benefit Plan. From and after the Closing, except as expressly set forth in this Agreement, Seller shall remain solely responsible for all Liabilities in respect of the employees of Seller (including the Continuing Employees, other than with respect to any such Liabilities that do not relate to the employment or termination of employment by Seller of Continuing Employees arising after the Closing in respect of Continuing Employees who accept employment with Purchaser) and their respective beneficiaries and dependents, relating to or arising in connection with or as a result of (i) the employment or the actual or constructive termination of employment of any such employee by Seller (including in connection with the consummation of the transactions contemplated herein), (ii) the participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under, any Benefit Plan or other employee or retiree benefit or compensation plan, program, practice, policy, agreement, or arrangement of Seller, including any such compensation or benefits mandated by applicable Law, (iii) the accrued but unpaid salaries, wages, bonuses, incentive compensation, vacation, personal pay, sick pay, and any other compensation or payroll items (including deferred compensation) earned prior to the Closing, or (iv) any claims for workers' compensation benefits arising in connection with any occupational injury or disease occurring prior to the Closing. Seller shall provide all notices and make all payments to the employees of Seller (including the Continuing Employees) required by the Worker Adjustment and Retraining Notification Act of 1988 and all similar applicable Laws as a result of the transactions contemplated herein, whether such notice is required to be given before, on, or after the Closing. Seller will be solely responsible for the provision of (and any Liability relating to) continuation coverage under COBRA as provided for under Sections 601 through 608 of ERISA, Section 4980B of the Code, and Sections 54.4980B-1 through 54.4980B-10 of the Treasury Regulations to all former employees of Seller and any other M&A Qualified Beneficiaries (as defined in Section 54.4980B-9, Q&A-4 of the Treasury Regulations) as of the Closing or those employees who otherwise discontinue service to Seller at or before the Closing as a result of the transactions contemplated herein, in each case arising as a result of termination of employment by Seller.

(c) As of the Closing, Seller shall pay to each Continuing Employee (i) the amount (as of the Effective Time) of all earned or accrued but unpaid salary, wages, bonuses, incentive compensation, and any other compensation or payroll items (including deferred compensation) of such Continuing Employee (collectively, "Accrued Compensation") and (ii) the monetary equivalent (as of the Effective Time) of all earned or accrued unused vacation, personal pay, sick pay, and other paid time off of such Continuing Employee (collectively the "PTO Amounts"). When calculating a Continuing Employee's Accrued Compensation and PTO Amounts for purposes of this Section 7.6(c), Seller shall not reduce such Continuing Employee's Accrued Compensation or PTO Amounts if such reduction would not have occurred but for the termination resulting from the consummation of the transactions contemplated herein, it being

the intent of the parties hereto that such Continuing Employee suffer no loss of any Accrued Compensation or PTO Amounts as a result of such Continuing Employee's termination in connection with the consummation of the transactions contemplated herein.

(d) The parties hereto agree to utilize, or cause their respective Affiliates to utilize, the "standard procedure" set forth in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320 for wage reporting with respect to the Continuing Employees.

(e) This Section 7.6 is binding upon and inures solely to the benefit of the parties hereto, and nothing in this Section 7.6, express or implied, confers upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 7.6. Nothing in this Section 7.6, express or implied, will be construed to establish, amend, or modify any benefit plan, program, agreement, or arrangement, including the Benefit Plans. The parties hereto acknowledge and agree that the terms set forth in this Section 7.6 do not create any right in any employee of Seller (including the Continuing Employees) or any other Person to any continued employment or engagement with Seller, Purchaser, or any of their respective Affiliates or compensation or benefits of any nature or kind whatsoever.

7.7 Tax Clearance Certificates. Seller shall obtain certificates (collectively, the "Tax Clearance Certificates") from the State of Florida, evidencing that all applicable Taxes of Seller in the State of Florida, including all employer withholding and other employment Tax Liabilities and all sales and use Tax Liabilities of Seller accruing prior to the Closing, have been fully satisfied or otherwise provided for by Seller, if the failure to obtain such Tax Clearance Certificate could subject Purchaser to any Taxes of Seller in the State of Florida.

7.8 Ad Valorem Taxes. Seller shall pay, prior to delinquency, all personal property and real property Taxes in respect of all of its assets, including the Purchased Assets. In addition, all personal property, real property, ad valorem, and other similar Taxes (other than income Taxes) levied with respect to the Purchased Assets for a Straddle Period will be apportioned between Seller and Purchaser based on the number of days included in such Straddle Period prior to the Closing Date and the number of days included in such Straddle Period on and after the Closing Date, respectively. If the amounts of such Taxes are not liquidated at the Closing, or if Taxes are retroactively assessed after the Closing to a date prior to the Closing Date against any of the Purchased Assets, then at such time as the actual or retroactively assessed Taxes are known, a cash settlement will be made between the Purchaser and the Seller based on such actual amounts within 30 days of such determination. Each party shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns with respect to Taxes addressed in this Section 7.8.

7.9 Post-Closing Cooperation. If any Consent is necessary for the sale, transfer or assignment of a Purchased Asset to Purchaser hereunder and such Consent is not obtained as of Closing or if such assignment is not permitted irrespective of Consent, then (a) any sale, transfer or assignment of such Purchased Asset shall not be effective unless and until Consent reasonably acceptable to Purchaser has been obtained, and (b) Seller and the Owner will reasonably cooperate with Purchaser following the Closing Date to obtain any such Consent and in any reasonable arrangement designed to provide Purchaser with the rights and benefits (subject to the obligations) under any such Purchased Asset, including enforcement for the benefit of Purchaser

of any and all rights of Seller and such Owner against any other party arising out of any breach or cancellation of any contract by such other party and, if requested by Purchaser, acting as an agent on behalf of Purchaser or as Purchaser may otherwise reasonably require.

ARTICLE VIII
CONDITIONS TO CLOSING

8.1 Conditions to Obligations of All Parties. The obligations of each party to consummate the transactions contemplated herein and hereby are subject to the fulfillment (or, where legally permissible, such party's waiver in writing) at or prior to the Closing of each of the following conditions:

(a) No Government Entity has enacted, issued, promulgated, enforced, or entered any Law or Order that has the effect of making the transactions contemplated herein and hereby illegal, otherwise restraining or prohibiting the consummation of the transactions contemplated herein and hereby, or causing any of the transactions contemplated herein and hereby to be rescinded following the Closing; provided, however, that, notwithstanding the foregoing, any denial of or other action rejecting Purchaser's request for the FGCC Approval shall not constitute an "Order" under this Section 8.1(a).

(b) No Proceeding has been commenced or threatened in writing that, if adversely decided, would have the effect of making the transactions contemplated herein and hereby illegal, otherwise restraining or prohibiting the consummation of the transactions herein and hereby, or causing any of the transactions contemplated herein and hereby to be rescinded following the Closing.

(c) Purchaser must have obtained the FGCC Approval.

8.2 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated herein and hereby are subject to the fulfillment (or, where legally permissible, Purchaser's waiver in writing), at or prior to the Closing, of each of the following conditions:

(a) Each of the representations and warranties of Seller and the Owner contained in this Agreement (other than the Fundamental Representations of Seller and the Owner) must be true and correct in all respects (in the case of any such representation or warranty qualified by any materiality standard) or in all material respects (in the case of such any representation or warranty not qualified by any materiality standard) at and as of the Closing with the same effect as though made at and as of the Closing (except for such representations or warranties that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), and each of the Fundamental Representations of Seller and the Owner must be true and correct in all respects at and as of the Closing with the same effect as though made at and as of the Closing (except for such Fundamental Representations that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), except in all cases where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a

Material Adverse Effect.

(b) Seller and the Owner must have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement to be performed or complied with by Seller or the Owner prior to or at the Closing.

(c) A Material Adverse Effect must not have occurred.

(d) Seller must have delivered all items required of Seller or the Owner under Section 2.2.

(e) Purchaser must have obtained financing (whether equity, debt, or otherwise) sufficient to fund the payment of the Closing Payment in cash at the Closing (the "Financing") on terms acceptable to Purchaser in its sole discretion.

8.3 Conditions to Obligations of Seller and the Owner. The obligations of Seller and the Owner to consummate the transactions contemplated herein and hereby shall be subject to the fulfillment (or, to the extent legally permissible, Seller's or the Owner's, as applicable, waiver in writing) at or prior to the Closing of each of the following conditions:

(a) Each of the representations and warranties of Purchaser contained in this Agreement (other than the Fundamental Representations of Purchaser) must be true and correct in all respects (in the case of any representation or warranty qualified by any materiality standard) or in all material respects (in the case of any representation or warranty not qualified by any materiality standard) at and as of the Closing with the same effect as though made at and as of the Closing (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date), and each of the Fundamental Representations of Purchaser must be true and correct in all respects at and as of the Closing with the same effect as though made at and as of the Closing (except for such Fundamental Representations that address matters only as of a specified date, the accuracy of which will be determined as of that specified date), except in all cases where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Purchaser must have duly performed and complied in all material respects with all agreements, covenants, and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

(c) Purchaser must have delivered all items required of Purchaser under Section 2.3.

ARTICLE IX
TERMINATION

9.1 Termination. Subject to Section 9.2, this Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual written consent of Seller and Purchaser;

(b) by Purchaser by written notice to Seller if there has been a breach or failure to perform any representation, warranty, covenant, or agreement made by Seller or the Owner pursuant to this Agreement such that the conditions specified in Section 8.2 could not be satisfied by the Outside Date and such breach or failure has not been cured by Seller within 10 days after Seller's receipt of written notice of such breach or failure from Purchaser; provided that the right to terminate this Agreement under this Section 9.1(b) will not be available to Purchaser if Purchaser's breach of this Agreement causes any of the conditions set forth in Section 8.1 or Section 8.3 not to be satisfied;

(c) by Seller by written notice to Purchaser if there has been a breach or failure to perform any representation, warranty, covenant, or agreement made by Purchaser pursuant to this Agreement such that the conditions specified in Section 8.3 could not be satisfied by the Outside Date and such breach or failure has not been cured by Purchaser within 10 days after Purchaser's receipt of written notice of such breach or failure from Seller; provided that the right to terminate this Agreement under this Section 9.1(c) will not be available to Seller if Seller's breach of this Agreement causes any of the conditions set forth in Section 8.1 or Section 8.2 not to be satisfied;

(d) by Purchaser or Seller in the event any Government Entity enacts any Law or issues any Order that has the effect of making the transactions contemplated herein and hereby illegal, otherwise restraining or prohibiting the consummation of the transactions contemplated herein and hereby, or causing any of the transactions contemplated herein and hereby to be rescinded following the Closing, provided, however, that, notwithstanding the foregoing, any denial of or other action rejecting Purchaser's request for the FGCC Approval shall not constitute an "Order" under this Section 9.1(d);

(e) by Purchaser if Purchaser has not obtained, or believes in good faith that it will not obtain, the Financing prior to the Outside Date;

(f) by Purchaser or Seller if the Closing has not occurred on or before the date that is [redacted] after the date of this Agreement (the "Outside Date") or such later date as Purchaser and Seller may mutually agree in writing; provided, however, that if, as of the expiration of such [redacted], the condition set forth in Section 8.1(c) has not been satisfied (and Purchaser (i) continues to use commercially reasonable efforts to cause such condition to be satisfied and (ii) provides Seller with commitment letters indicating that the Financing will be obtained subject only to the Closing of the transactions contemplated by this Agreement), then the Outside Date shall automatically be extended, on a one-time basis, for an additional [redacted]; provided, further, that the right to terminate this Agreement under this Section 9.1(f) will not be available to (i) Purchaser if Purchaser has breached any of Purchaser's obligations under this Agreement in any manner that primarily contributed to the Closing not occurring on or before the Outside Date, or (ii) Seller if Seller or the Owner has breached any of their respective obligations under this Agreement in a manner that primarily contributed to the Closing not occurring on or before the Outside Date; or

(g) by Seller or Purchaser in the event of the denial of or other final action

rejecting Purchaser's request for the FGCC Approval.

9.2 Effect of Termination. If this Agreement is terminated in accordance with this Article, this Agreement shall become void and there shall be no Liability on the part of any party except (i) as provided in Section 1.12, (ii) with respect to any Liability of a party for Fraud or intentional breach of any covenant, obligation, or agreement of such party under this Agreement, and (iii) this Article IX, Article X, and Article XI will survive such termination.

ARTICLE X
DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, Contract, or otherwise.

"AI Development Tools" means both (a) third party AI Technology and (b) third party services that utilize AI Technologies, in each case, to generate content or output (including data, text, pictures, images, art, sounds, videos, Software, code, designs, specifications, and other content) based upon a prompt or other input, including ChatGPT, Co-Pilot, and other similar generative AI tools and services, whether publicly or privately available.

"AI Technology" means any technology in the deep learning, machine learning or natural language processing (or large language models), including any technology that involves the use of software algorithms, neural networks, or models to analyze input data, learn from that data, and then make decisions or predictions based on that learning.

"Business Day" means any day that is not a Saturday, a Sunday, or a day on which banks are required or permitted to be closed in Port St. Lucie, Florida.

"Business Intellectual Property" means all Owned Intellectual Property primarily used in the Business.

"Cash" means cash and cash equivalents.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means information regarding the terms of and transactions contemplated under this Agreement and the other Transaction Documents, and any information with respect to the Business that Seller has treated as proprietary and that it does not in the Ordinary Course disclose to any Person outside of its Affiliates and their respective agents concerning the Business, excluding any information that (a) is in the public domain at the time of disclosure, (b) is published or otherwise comes into the public domain after its disclosure

through no violation of this Agreement, (c) is disclosed to the recipient by a third party not under an obligation of confidence, (d) is already known by the recipient at the time of its disclosure as evidenced by written documentation of the recipient existing prior to such disclosure or (e) relates solely to the Excluded Assets or Excluded Liabilities.

"Consent" means any action, consent, permit, order, approval or authorization of, or review by, or declaration, qualification, designation, registration or filing with, or notice to, any Government Entity or any Contract counterparty or other third-party (including consents of landlords, lenders, or other third parties).

"Contracts" means all oral or written contracts, agreements, instruments and other documents to which a Person is a party or by which it or its assets is or are bound.

"Current Assets" means, as of the Effective Time (but without giving effect to the Closing), the sum of those current assets of Seller identified on Exhibit A, calculated in accordance with the Adjustment Methodology, and excluding, in all instances, Cash (other than Facility Cash), income Tax assets (including deferred income Tax assets) and other current assets that are Excluded Assets. For the avoidance of doubt, Facility Cash shall be deemed a Current Asset.

"Current Liabilities" means, as of the Effective Time (but without giving effect to the Closing), the sum of those current liabilities of Seller identified on Exhibit A, calculated in accordance with the Adjustment Methodology, and excluding, in all instances, any current liability that is not an Assumed Liability. For clarity, for purposes of calculating Net Working Capital, Current Liabilities shall include Net Outstanding Chip Liabilities.

"Environmental Laws" means any applicable Law, and any applicable order issued by or binding agreement with any Government Entity (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata), or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances, including the following and their implementing regulations and any state analogs: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Escrow Agent" means Computershare Trust Company, N.A., a national banking

association.

"Estimated Net Working Capital Deficit" means, if the Working Capital Target is greater than the Estimated Net Working Capital, the amount by which the Working Capital Target exceeds the Estimated Net Working Capital.

"Estimated Net Working Capital Surplus" means, if the Estimated Net Working Capital is greater than the Working Capital Target, the amount by which the Estimated Net Working Capital exceeds the Working Capital Target.

"Executory Period" means the period beginning on the date of this Agreement and ending on the earlier of (a) the Closing or (b) the termination of this Agreement in accordance with Article IX.

"Facility Cash" means the Seller's cash (commonly referred to as "cage cash/poker cashier" and "jackpot cashier balance") located on the premises for the Business as of the Effective Time but excluding the food and beverage cashier cash.

"FLSA" means the Fair Labor Standards Act of 1938, as amended.

"Fraud" means an actual and intentional fraud that constitutes common law fraud under Delaware law.

"Fundamental Representations" means the representations and warranties set forth in Section 3.1(a) (Organization and Qualification), Section 3.2 (Power and Authority; Enforceability), Section 3.3 (No Conflicts), Section 3.4(a) (Title to Assets), Section 3.14 (Tax Matters), Section 3.22 (Brokerage and Finder's Fees), Section 4.1 (Organization), Section 4.2 (Power and Authority; Enforceability), Section 4.3 (No Conflicts), and Section 4.5 (Brokerage and Finder's Fees).

"GAAP" means United States generally accepted accounting principles consistently applied, as in effect when applied.

"Government Entity" means any applicable federal, state or local or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body, or commission or other governmental authority or agency, domestic or foreign.

"Hazardous Substances" means (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws, and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, per- and polyfluoroalkyl substances, lead or lead-containing materials, urea formaldehyde foam insulation, or polychlorinated biphenyls.

"Inbound License" means each Contract (excluding licenses for generally commercially available Software in executable code form or any Open Source Software) pursuant to which

Seller has licensed or otherwise received rights under or with respect to any Intellectual Property owned by a third party, including covenants not to sue, non-assertion provisions, or releases or immunities from suit that relate to Intellectual Property.

"Indebtedness" means, with respect to any Person at any date, without duplication: (a) all obligations of such Person for borrowed money or in respect of loans or advances; (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments (including, without limitation, any seller notes issued in connection with any acquisition undertaken by Seller or any of its subsidiaries); (c) all obligations in respect of letters of credit, whether or not drawn, and bankers' acceptances issued for the account of such Person; (d) all capital lease obligations of such Person determined in accordance with GAAP; (e) all obligations of such Person secured by a contractual Lien; (f) all guarantees of such Person in connection with any of the foregoing; or (g) any accrued interest, prepayment premiums or penalties, breakages, charges, redemption premiums, make-whole amounts, exit fees, or other costs or expenses related to any of the foregoing.

"Intellectual Property" means all intellectual property and industrial property rights of any kind or nature throughout the world, including all United States and foreign (a) patents, patent applications, patent disclosures, and all related continuations, continuations-in-part, divisional, reissues, re-examinations, substitutions, and extensions thereof (collectively, "Patents"); (b) trademarks, service marks, trade names, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (c) copyrights and all registrations and applications for registration thereof (collectively, "Copyrights"); (d) databases, compilations, and collections of data; (e) trade secrets, including rights granted under the Uniform Trade Secrets Act or the Defend Trade Secrets Act, (collectively, "Trade Secrets"); and (f) domain name registrations.

"Knowledge of Seller" means the actual knowledge of Owner and the knowledge that should have been acquired by any such Person after commercially reasonable inquiry (including inquiry of other Persons who would reasonably be expected to have knowledge of the matter in question).

"Laws" means all statutes, laws, codes, ordinances, regulations, rules, acts, or decrees of any Government Entity.

"Lease Agreement" means that certain Standard Shopping Center Lease, dated as of September 1, 2022, by and between Seller, as tenant, and ST. LUCIE EMI, LLC, ST. LUCIE MEP, LLC, and ST. LUCIE PPI, LLC, as landlord.

"Liability" or "Liabilities" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Lien" or "Liens" means any mortgage, pledge, security interest, right of first refusal,

option, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof), any sale of receivables with recourse against Seller, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute, or any subordination arrangement in favor of another Person.

"Material Adverse Effect" means any event, occurrence, fact, circumstance, condition, development, change, or effect that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the businesses, results of operations, or financial condition of the Business, or (b) the ability of Seller or the Owner to consummate the transactions contemplated herein and hereby on a timely basis; provided that, for the purposes of clauses (a) and (b), in determining whether a Material Adverse Effect has occurred, no event, occurrence, fact, circumstance, condition, development, change, or effect will be considered to the extent arising out of, relating to, or resulting from (i) changes generally affecting the economy, financial, or securities markets, (ii) any outbreak or escalation of war (whether or not declared) or any act of terrorism, (iii) general conditions in the industry in which the Business operates, (iv) any natural disasters, acts of God, epidemics or pandemics, (v) the failure of Seller to meet internal or published projections, forecasts, or revenue or earning predictions for any period (but not the underlying causes of such failure unless such underlying causes would otherwise be excepted from this definition), (vi) the announcement of this Agreement or the transactions contemplated herein, or (vii) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Purchaser; provided further that any event, occurrence, fact, circumstance, condition, development, change, or effect arising out of or resulting from any change or event referred to in clause (i), (ii), (iii), or (iv) will constitute, and will be taken into account in determining the occurrence of, a Material Adverse Effect to the extent such change or event has a disproportionate impact on the Business relative to other market participants in the industries in which the Business operates.

"Material Contract" means with respect to the Business (a) any Contract for the acquisition or sale of any securities or any substantial portion of the assets or business of or to any other Person whether completed or pending; (b) any continuing Contract that requires Seller to purchase materials, supplies, equipment, services or data involving in the case of any such Contract or agreement more than [redacted] per annum; (c) any customer Contract with annual revenues in excess of [redacted]; (d) any Contract with a Government Entity; (e) any indenture, mortgage, note, loan agreement, equipment financing agreement, installment obligation, or other Contract, agreement or instrument relating to Indebtedness, except with respect to equipment financing agreements, only those involving more than [redacted] per annum; (f) any Contract for capital expenditures with remaining obligations; (g) any Contract pursuant to which Seller is subject to any non-competition, non-solicitation, or other similar restrictive covenants; (h) any confidentiality, secrecy, or non-disclosure agreement entered into outside the Ordinary Course; (i) any Contract involving payments of [redacted] or more per annum, pursuant to which Seller is a lessor or lessee of any real property, machinery, equipment, motor vehicles, office furniture, fixtures or other personal property; (j) any Contract involving a Related Party Transaction; (k) any Contract pursuant to which Seller provides a guaranty, indemnification, reimbursement, contribution, assumption or endorsement of, or any substantially similar commitment with respect to, the obligations, Liabilities or Indebtedness of any other Person except Contracts

containing standard indemnification provisions entered into in the Ordinary Course; (l) any investment banking, placement, broker or substantially similar Contract; (m) any employment, independent contractor or similar agreement that provides for payments or benefits, or otherwise triggers material obligations, in any case solely as a result of the consummation of any of the transactions contemplated by this Agreement; or (n) any Contract with a Top Supplier.

"Net Working Capital" means the Current Assets *minus* the Current Liabilities.

"Open Source Software" means Software that is licensed, distributed, or conveyed as "copyleft".

"Order" means any order, award, decision, injunction, judgment, ruling, decree, assessment, charge, writ, subpoena, or verdict entered, issued, made, or rendered by any Government Entity or mediator.

"Ordinary Course" means the ordinary course of business of Seller, consistent with past practice, including with regard to nature, frequency, and magnitude, but in all events excluding any (a) breach of Contract or warranty, (b) infringement, (c) professional error or omission, (d) act or event creating a severance obligation, wrongful discharge claim, or similar Liability, (e) tort, or (f) violation of Law.

"Organizational Documents" means the articles or certificate of incorporation or organization, bylaws, limited liability company agreement, partnership agreement, or other governing documents of an entity.

"Outbound License" means each Contract (excluding non-exclusive licenses to end-users that do not materially differ in substance from Seller's standard form of outbound license agreement, copies of which have been provided to Purchaser) under which Seller has granted, licensed, disclosed, or provided any Business Intellectual Property to third parties, including any Contracts containing covenants not to sue, non-assertion provisions, or releases or immunities from suit that relate to Business Intellectual Property or, in each case, the option to do any of the foregoing.

"Outstanding Transaction Expenses" means any unpaid fees and expenses payable by or on behalf of Seller or the Owner relating to the negotiation, execution, and delivery of any letter of intent or term sheet relating to the transactions contemplated herein, this Agreement, and any other Transaction Documents, as well as the consummation of the transactions contemplated hereby and thereby, that are incurred by or on behalf of, or charged to Seller or the Owner, including (a) all legal, tax, accounting, financial, any brokerage fees, commissions, finders' fees, investment banking fees or financial advisory fees, and other advisory and consulting fees, and, in each case, related costs and expenses, (b) the payment of any assignment or Consent fees, and (c) any "stay" bonus, transaction retention, severance, or similar obligations or payments that may be owed or are otherwise payable by Seller to any Person in connection with the consummation of the transactions contemplated herein, in each case, including the employer's portion of any payroll, social security, unemployment, or similar Taxes related to such payments.

"Owned Intellectual Property" means all Intellectual Property that is owned, assigned to,

or held in the name of Seller.

"Owned Real Estate" means that certain real property located at 1750 S Kings Hwy, Fort Pierce, Florida, together with the improvements and fixtures located thereon.

"Permit" means any permit, approval, registration, franchise, license, certificate, accreditation, and other authorization of any Government Entities.

"Permitted Lien" means any (a) mechanic's, materialman's, or similar lien arising and incurred in the Ordinary Course (i) that does not result from a breach, default, or violation by the owner of the Purchased Assets subject to any such lien, (ii) that is not, individually or in the aggregate, material to the Business or the Purchased Assets, and (iii) for which the underlying obligations are not past due or payable, or (b) lien for Taxes not yet due or payable or being contested in good faith by appropriate Proceedings.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a Government Entity.

"Personal Information" means information, in any form, that could be used (alone or in combination with other information) to directly or indirectly identify, contact or track an individual, including information covered by any applicable Laws relating to the security, privacy, or processing of personal information in any form.

"Personal Information Obligations" means privacy policies or notices, other policies, terms of use, terms and conditions, Contracts, documents, promises or representations to any Persons, and any applicable Laws regarding Processing of Personal Information.

"Privacy Laws/Policies" means Laws, terms of use (or other contractual commitments or obligations), rules, regulations, guidelines, procedures, or policies (including those of Seller) related to privacy, data protection, data security, or the collection, storage, handling, disclosure, transfer, or use of Personal Information collected, stored, used, or held for use by or on behalf of Seller.

"Pre-Closing Tax Period" means any Tax year or other Tax period of the Seller ending prior to the Closing Date and the portion of any Straddle Period ending prior to the Closing Date.

"Proceeding" means any and all claims, charges, demands, actions, causes of actions, suits, lawsuits, litigations, proceedings, arbitrations, audits, inquiries, investigations, examinations, voluntary disclosure agreements, or similar actions or proceedings (whether civil, criminal, administrative, regulatory, or otherwise) by or on behalf of any Person (including a Government Entity) before any court, tribunal, arbitrator, or Government Entity.

"Processing" means the electronic and manual collection, use, interception, alteration, modification, storage, receipt, purchase, sale, maintenance, transmission, transfer, disclosure, processing, or use of Personal Information.

"Seller Disclosure Letter" means that certain letter to Purchaser, dated as of the date

hereof, duly delivered by Seller setting forth, among other items, those matters required, necessary, or appropriate to be disclosed by Seller either in response to an express disclosure requirement contained in this Agreement or as an exception to one or more of the representations, warranties, obligations, or agreements in this Agreement.

"Software" means software, firmware, and computer programs and applications (including source code, executable or object code, software architecture, software algorithms, data files, computerized databases, plugins, libraries, subroutines, tools, and APIs) and related documentation.

"Straddle Period" means any Tax year or other Tax period beginning before the Closing Date and ending after the Closing Date.

"Tax" or "Taxes" means federal, state, county, local, foreign or other income, gross receipts, *ad valorem*, franchise, profits, sales or use, transfer, registration, excise, utility, environmental, communications, real or personal property, capital stock, license, payroll, wage or other withholding, employment, social security, severance, stamp, occupation, alternative or add-on minimum, escheat, unclaimed or abandoned property, estimated and other taxes of any kind whatsoever (including deficiencies, penalties, additions to tax, and interest attributable thereto) whether disputed or not.

"Tax Return" means any return, information report or filing with respect to Taxes, including any schedules attached thereto and including any amendment thereof.

"Treasury Regulations" means the United States Treasury Regulations promulgated under the Code, and any reference to any particular section of the Treasury Regulations is deemed to include any final or temporary revision of or successor to such section regardless of how such section is numbered or classified.

"Working Capital Target" means [redacted]

ARTICLE XI
MISCELLANEOUS

11.1 Fees and Expenses. Purchaser will be responsible for all costs and expenses incurred by Purchaser and its Affiliates in connection with the negotiation, preparation, and entry into this Agreement and the consummation of the transactions contemplated hereby. Seller will be responsible for costs and expenses incurred by Seller in connection with the negotiation, preparation, and execution of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

11.2 Remedies. Except as expressly provided in this Agreement (including Section 5.9), all rights and remedies under this Agreement will be cumulative and non-exclusive and in addition to any other rights (including equitable rights) and remedies that a party may have under applicable Law, all of which may be exercised concurrently. The parties acknowledge that any breach of this Agreement may cause substantial irreparable harm to the other party. Therefore, this Agreement may be enforced in equity by specific performance, temporary restraining order,

injunction, or any combination thereof.

11.3 Consent to Amendments; Waivers. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by Purchaser, Seller and the Owner. No course of dealing between the parties hereto will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any such party or such holder under or by reason of this Agreement.

11.4 Successors and Assigns. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests, duties, or obligations under this Agreement may be assigned or delegated by any party without the prior written consent of the other parties; provided that Purchaser may assign in whole or in part its rights and obligations pursuant to this Agreement (a) in connection with a merger or consolidation involving Purchaser, or in connection with a sale of substantially all of the equity or assets of Purchaser or other disposition of substantially all of the Business, and (b) to any of its lenders as collateral security; provided, further, that no such assignment shall relieve Purchaser of its obligations under this Agreement and Purchaser shall remain fully liable for the performance of all such obligations. Any purported assignment in violation of the terms hereof will be null and void *ab initio*.

11.5 Public Disclosure. Neither Seller nor the Owner will release any public statement concerning this Agreement or the other Transaction Documents or the transactions contemplated hereby or thereby without the prior written consent of Purchaser, except as may be required by applicable Law.

11.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties hereto as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.7 Counterparts. This Agreement may be executed in counterparts (including by means of email or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement. Any signature executed by electronic means (including by exchange of pdf signature pages or via www.docusign.com or similar electronic signature platform) will be deemed an original signature for all purposes.

11.8 Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written

or oral, relating to such subject matter in any way.

11.9 Governing Law; Forum; Waiver of Jury. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, the Exhibits hereto, and the Seller Disclosure Letter will be governed by, and construed in accordance with, the Laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Florida. Any judicial proceeding brought with respect to this Agreement must be brought in the United States District Court for the Southern District of Florida (West Palm Beach Division) or, if federal courts do not have subject matter jurisdiction over the matter in question, then any state court of competent jurisdiction located in Palm Beach County, Florida and, by execution and delivery of this Agreement, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Nothing in this Section 11.9, however, will affect the right of any party to serve legal process in any other manner permitted by applicable Law. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.10 Attorney-Client Privilege. The parties intend that, at all times after the Closing, Purchaser shall have the right in its discretion to assert or waive any attorney work product protections, attorney-client privileges, and similar protections and privileges to the extent relating to the Purchased Assets and Assumed Liabilities.

11.11 Interpretive Matters.

(a) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(b) Except as otherwise explicitly specified in this Agreement to the contrary, (i) references to an Article, Section, or Exhibit mean an Article or Section of, or Exhibit to, this Agreement, unless another agreement is specified, (ii) the word "including" will be construed as "including, without limitation," (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole, (iv) words in the singular or plural form include the plural and singular form, respectively, (v) pronouns will be deemed to refer to the masculine, feminine, or neuter, as the identity of the Person or Persons requires, (vi) the words "asset" and "property" will be construed to have the same meaning and effect and to refer to all tangible and intangible assets and properties, including cash, securities, accounts, contract rights, and real and personal property, (vii) references to a particular Person include such Person's successors and permitted assigns, (viii) references to a particular statute, rule, or regulation include all rules and regulations thereunder and any predecessor or successor statutes, rules, or regulations, in each

case as amended or otherwise modified from time to time, (ix) references to a particular agreement, document, instrument, or certificate mean such agreement, document, instrument, or certificate as amended, supplemented, or otherwise modified from time to time if permitted by the provisions thereof, (x) references to "Dollars" or "$" are references to United States Dollars, (xi) an accounting term not otherwise defined in this Agreement has the meaning ascribed to such term in accordance with GAAP, (xii) references to "written" or "in writing" include electronic form, (xiii) any reference in this Agreement to a "day" or a number of "days" (without explicit reference to "Business Days") will be interpreted as a reference to a calendar day or number of calendar days, and (xiv) the words "will" and "shall" have the same meaning.

(c) The headings of Articles, Sections, Exhibits, and schedules to the Seller Disclosure Letter are provided for convenience only and will not affect the construction or interpretation of this Agreement. The Exhibits hereto and the Seller Disclosure Letter are incorporated into this Agreement to the same extent as though fully set forth herein.

(d) Each schedule to the Seller Disclosure Letter qualifies only the particular provision of this Agreement that makes explicit reference to such schedule and no disclosure on any one schedule to the Seller Disclosure Letter will be deemed to be disclosed on any other schedule to the Seller Disclosure Letter, except to the extent that it is reasonably apparent on the face of a particular schedule to the Seller Disclosure Letter that information disclosed in such schedule is applicable to another schedule to the Seller Disclosure Letter, then such other schedule will be deemed to incorporate by reference such information disclosed on the first referenced schedule. No party hereto may use the fact of the inclusion of any information in the schedules to the Seller Disclosure Letter in any disagreement, dispute, or controversy between the parties hereto to show that any such information is or is not material.

(e) If any period for giving notice or taking action under this Agreement expires on a day that is not a Business Day, the time period will be automatically extended to the Business Day immediately following such day. When calculating the period of time before which, within which, or following which any act will be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(f) The Parties acknowledge and agree that, for administrative purposes with respect to wire transfers, amounts owing between the parties hereto at the Closing under this Agreement or any other Transaction Document may be offset against one another.

11.12 Notices. All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Agreement must be in writing and will be deemed to have been delivered (a) when personally delivered, (b) on the date sent if transmitted via email to the email address set out below if no failure message is generated, or (c) the day after deposit with a reputable national overnight air courier service (postage prepaid). Notices, demands, and communications to the respective Parties must be sent to the applicable address set forth below, unless another address has been previously specified in writing and delivered in according with this Section 11.12:

To Seller or the Owner:

Fronton Holdings, LLC
c/o Andrew Jonas
1790 Cypress Lane
Vero Beach, FL 32963
Email: [redacted]

with a copy (which will not constitute notice) to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Michael Keyes and Kyle Louramore
Email: mkeyes@stearnsweaver.com, klouramore@stearnsweaver.com

To Purchaser:

Florida Partners, LLC
c/o Maynard Nexsen PC
1901 6th Avenue North, Suite 1700
Birmingham, AL 35203
Attention: Harrison Smith
Email: hsmith@maynardnexsen.com

11.13 Third-Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision hereof.

[*Signature Pages Follow*]

Docusign Envelope ID: 983E8A11-B619-42BB-BFCA-D8EEECA5FCE0

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

SELLER

Fronton Holdings, LLC

Signed by:
By: Andrew Jonas
7AC8368DB9CD45E...
Name: Andrew Jonas
Title: Chief Executive Officer

OWNER

Signed by:
Andrew Jonas
7AC8368DB9CD45E...
Andrew Jonas

PURCHASER

Florida Partners, LLC

By:_____
Name:_____
Title:_____

Docusign Envelope ID: 3DC29754-6E59-4D77-863A-3A15C77D7924

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement on the date first written above.

SELLER

Fronton Holdings, LLC

By:_____
Name: Andrew Jonas
Title: Chief Executive Officer

OWNER

_____
Andrew Jonas

PURCHASER

Florida Partners, LLC

DocuSigned by:
By: _____
953EBC516C994E2...
Name: David Crews
Title: Authorized Representative

Exhibit A

Adjustment Methodology

See attached.

Account (per G/L)	Dec 31 Actual	Treatment
INCLUDED CURRENT ASSETS		
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
TOTAL INCLUDED CURRENT ASSETS	[redacted]	
INCLUDED CURRENT LIABILITIES		
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
TOTAL INCLUDED CURRENT LIABILITIES	[redacted]	
NET WORKING CAPITAL	[redacted]	

Excluded Items — Summary

The following items appearing on the balance sheet are excluded from NWC.

Item	Dec 31, 2025	Reason for Exclusion
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Item	Dec 31, 2025	Reason for Exclusion
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Exhibit B

Allocation Principles

Pursuant to Section 7.1 of the Agreement, and in accordance with Treasury Regulations Section 1.1060-1(a)(1), the residual method of Treasury Regulations Sections 1.338-6 and 1.338-7, and IRS Form 8594, Purchaser and Seller agree that the Purchase Price (and any other amounts treated as consideration for U.S. federal, state and local income tax purposes) will be allocated to the following asset classes in the following manner and order of priority for U.S. federal income Tax purposes:

Asset Class[1]	Allocation
Class I Assets Cash and cash equivalents but not certificates of deposits.	The actual dollar amount of such assets included in the Purchased Assets as of immediately prior to the Closing.
Class II Assets Actively traded personal property and certificates of deposit and foreign currency.	The actual dollar amount of such assets included in the Purchased Assets as of immediately prior to the Closing.
Class III Assets Accounts receivable and other assets that the taxpayer marks-to-market at least annually for federal income tax purposes and debt instruments.	The net book value of such assets included in the Purchased Assets as of immediately prior to the Closing.
Class IV Assets Inventory and supplies	The net book value of such assets included in the Purchased Assets as of immediately prior to the Closing.
Class V Assets Furniture, fixtures, and equipment, leasehold improvements and all assets other than Class I, II, III, IV, VI, and VIII assets.	The net book value of such assets included in the Purchased Assets as of immediately prior to the Closing.
Class VI Assets All Section 197 intangible, excluding goodwill and going concern value, but including copyrights, noncompetes, software code, and self-created IP.	Acquisition date fair value, however, in no event shall the value allocated to the non-compete provisions in the Agreement exceed [redacted].
Class VII Assets Goodwill and going concern value	All residual amounts.

[1] See Treas. Reg. §§ 1.338-6(b)(1) and 1.338-6(b)(2)(ii)-(vii).

Exhibit C

Specific Indemnities

1. All matters set forth on Schedule 3.10 to the Seller Disclosure Letter.

Exhibit D

Employees

All employees set forth on Schedule 3.18(a)-1 to the Seller Disclosure Letter who remain employed by Seller as of the Closing, other than Andrew Jonas.

Annex A

Form of Seller Note and Security Agreement

See attached.

FLORIDA PARTNERS, LLC
SECURED PROMISSORY NOTE

[redacted] **[•], 2026**

FOR VALUE RECEIVED, Florida Partners, LLC, a Florida limited liability company (the "Maker"), hereby promises to pay to Fronton Holdings, LLC, a Delaware limited liability company (the "Holder"), at such place as the Holder may from time to time designate, the principal sum of [redacted] (as may be reduced pursuant to the terms hereof and of the Purchase Agreement (as defined below), the "Principal"), with Interest (as defined below) thereon (the Principal and Interest constituting the "Loan"), at the time and in the manner herein set forth. The Loan will be payable in lawful money of the United States.

1. Purpose. This Secured Promissory Note (this "Note") is issued pursuant to that certain Asset Purchase Agreement, dated March 13, 2026, by and between the Maker, the Holder, and the other party thereto (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein have the respective meanings given to such terms in the Purchase Agreement. This Note is intended to constitute an "installment obligation" within the meaning of Section 453 of the Code and the Treasury Regulations promulgated thereunder.

2. Interest. Except as set forth in Section 4 and Section 8 below, the Principal (whether paid or unpaid) shall bear interest at an annual rate equal to [•]%[1] (the "Interest"). Interest on this Note will be calculated on the basis of a year of 365 days and charged for the actual number of days elapsed (including the first day but excluding the last day).

3. Security Agreement. The obligations of the Maker evidenced by this Note are secured by a first priority lien and security interest in the collateral as specified in that certain Security Agreement, dated of even date herewith, by and between the Maker and the Holder (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

4. Payments; Maturity. On _____, 2027 {six month anniversary of the Note}, the Maker shall make a mandatory prepayment of principal in the amount of [redacted] together with all accrued and unpaid Interest thereon through the date of such payment (the "Mandatory Prepayment"). The remaining outstanding Principal balance of this Note, together with all accrued and unpaid Interest thereon and any other amounts due and owing hereunder, shall be due and payable in full on the earlier of (such earlier date, the "Maturity Date"): (a) _____, 2027 {one year anniversary of the Note}, (b) a sale of all or substantially all of the assets of the Maker or a sale of a majority of the outstanding equity interests of the Maker by the equity holders on the date hereof (and after giving effect to the Purchase Agreement) to an unaffiliated third party (whether by sale, exchange, merger, consolidation or other similar transaction) and (c) the acceleration of this Note during the existence of an Event of Default (as defined below); provided, that, if on the Maturity Date of this Note there exists an unresolved claim for indemnification validly asserted by the Maker pursuant to Article V of the Purchase Agreement, the Maker may

[1] **Note to Draft:** To be populated with the short term Applicable Federal Rate published most recently prior to the Closing.

hold back from payments due under this Note the amount of such unresolved claim or claims (each, an "Outstanding Claim," and the amount so withheld, the "Claim Amount") in accordance with and subject to the provisions of Section 5.5 of the Purchase Agreement. Notwithstanding the foregoing, to the extent any Claim Amount held back from payment due under this Note in accordance with Section 5.5 of the Purchase Agreement exceeds the amount of the associated indemnification claim finally determined to be owed by the Holder or Owner pursuant to Article V of the Purchase Agreement, Purchaser shall promptly (and in any event within five Business Days following final determination of the amount of the claim payable by the Holder and Owner) pay to the Holder such excess amount so held back, together with Interest thereon calculated at a rate of (x) [•]%[2] per annum from the date hereof until the date such amount was originally due under this Note and (y) 8% per annum from the date such amount was originally due under this Note until the date of payment. The Holder acknowledges and agrees that the unpaid Principal balance of this Note may be reduced and offset as provided in Section 5.5 of the Purchase Agreement.

5. Voluntary Prepayment. The Maker may prepay, in whole or in part, the unpaid balance of the Loan at any time without premium or penalty.

6. Restrictions on Transfer. None of the parties hereto may delegate or assign any of their respective obligations or rights hereunder or otherwise transfer this Note without the prior written consent of the other parties hereto, except that Holder may assign this Note to an Affiliate without the prior written consent of Maker and all rights of setoff in favor of Maker shall continue with respect to such assignee, notwithstanding such assignment.

7. Events of Default. The occurrence and continuance of any of the following events or conditions shall constitute an "Event of Default" under this Note:

(a) The Maker shall fail to pay any Principal, Interest or other amount (including the Mandatory Prepayment) when due hereunder (whether by acceleration, declaration, extension or otherwise) and such failure continues unremedied for more than five (5) Business Days after written notice thereof.

(b) The Maker shall become insolvent or take or fail to take any action which constitutes an admission of inability to generally pay its debts as they mature; or the Maker shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for the Maker or a substantial part of its respective assets, or shall commence any proceeding as a debtor under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against the Maker, in which an order for relief is entered or which remains undismissed for a period of ninety (90) days or more; or the Maker by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its

[2] **Note to Draft:** To be populated with the short term Applicable Federal Rate published most recently prior to the Closing.

properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of ninety (90) days or more; or the Maker shall adopt a plan of liquidation of its assets.

(c) The Maker fails to perform, observe or comply with any other covenants of this Note or any covenants of the Security Agreement and such failure has not been cured within any grace period applicable thereto, or if no grace period is specified, such failure has not been cured within thirty (30) days of written notice thereof.

(d) The Maker fails to perform, observe or comply with any covenants of the Purchase Agreement (including, without limitation, the covenants set forth in Section 5.5 of the Purchase Agreement) and such failure has not been cured within any grace period applicable thereto, or if no grace period is specified, such failure has not been cured within thirty (30) days of written notice thereof.

(e) If any representation or warranty made by the Maker herein or in the Security Agreement shall be false in any material respect.

(f) The Maker shall dissolve, divide or liquidate, or merge or consolidate with or into any other person, or sell, lease or otherwise transfer or dispose of all or substantially all of its assets, or materially change the purpose of its business.

8. Acceleration Upon Event of Default; Rights and Remedies. Upon the occurrence of an Event of Default hereunder and during the continuance thereof, the Holder, in its sole discretion and without notice to the Maker, may: (a) declare the entire outstanding Principal balance of this Note, together with all accrued and unpaid Interest, to be immediately due and payable, and the same shall thereupon become immediately due and payable without presentment, demand or notice, all of which are hereby expressly waived; and (b) exercise any and all rights and remedies provided herein, in the Security Agreement, in law or in equity. In addition, the Maker agrees to pay the actual and documented costs of collection, including, without limitation, attorneys' fees and expenses, during the existence of an Event of Default, whether or not a lawsuit is brought. After the Maturity Date or during the existence of an Event of Default, the outstanding Principal balance of this Note and, to the extent permitted by applicable law, accrued and unpaid Interest, shall bear interest at the highest rate of interest allowed by applicable law until paid in full.

9. Withholding. The Maker may deduct and withhold from amounts otherwise payable pursuant to this Note to any person such amounts as are required by applicable Law to be deducted and withheld with respect to the making of such payment under the Code or any provision of state, local, or foreign Law.

10. Miscellaneous.

(a) Each right, power, and remedy of the Holder as provided for in this Note, or now or hereafter existing at Law or in equity, by statute, or otherwise, will be cumulative and concurrent and in addition to any other such right, power, or remedy.

(b) The Maker waives demand, presentment, protest, dishonor and notice of maturity, non-payment or protest and all other requirements to hold the Maker liable.

(c) No failure or delay by the Holder in insisting upon the strict performance of any term, condition, or covenant of this Note or in exercising any right, power, or remedy consequent upon an Event of Default will constitute a waiver of any such term, condition, or covenant or of any such Event of Default or preclude the Holder from exercising any such right, power, or remedy at any later time. By accepting payment after the due date of any amount payable under this Note, the Holder will not be deemed to waive the right either to require prompt payments when due of all the amounts payable under the this Note or to declare an Event of Default for failure to effect such prompt payment of any such other amount.

(d) Time is of the essence of this Note.

(e) The term "Note" and all references thereto, as used throughout this Note, means this instrument as originally executed and as amended, restated, or supplemented from time to time.

(f) If, for any reason, any of the terms or provisions (or any part of any provision) hereof are found to be invalid, illegal, unenforceable, or contrary to any applicable Law or public policy, such invalidity, illegality, or unenforceability will not affect any other provision (or any remaining part of any provision) of this Note, but this Note will be construed as if such invalid, illegal, or unenforceable provision (or any part thereof) had never been contained herein, and the parties hereto hereby agree that this Note will remain in full force and effect subject only to the exclusion of those terms or provisions (and only to the extent to which such terms or provisions) have been found invalid, illegal, unenforceable, or contrary to any such applicable Law or public policy.

(g) This Note, to the extent signed and delivered by means of a .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail, will be treated in all manner and respects as an original signature and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto may raise the fact that any signature or contract was transmitted or communicated through the use by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail as a defense to the formation of a contract and each such party forever waives any such defense.

(h) Section 11.9 (Governing Law; Forum; Waiver of Jury) and Section 11.12 (Notices) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*. When applied to this Note, all references to the "Agreement" in Sections 11.9 and 11.12 of the Purchase Agreement shall be deemed to be references to this Note.

(i) This Note may not be changed or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any change or waiver is sought. This Note shall be binding upon the Maker and any endorsers, guarantors, sureties and other parties liable for this Note and their respective successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns.

(j) The Maker shall be obligated to pay, and shall indemnify and hold the Holder harmless from and against, all documentary stamp tax, intangible taxes and other taxes in connection with the indebtedness evidenced by this Note (except for any tax on or measured by the net income of the Holder).

(k) Upon request, the Holder shall provide the Maker with a properly completed and duly executed Internal Revenue Service Form W-9 (together with any accompanying documentation required by such Forms) and shall update such form from time to time upon the Maker's reasonable request.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Maker has executed this Note as of the date above first written.

MAKER:

Florida Partners, LLC

By:_____
Name:_____
Title:_____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of [•], 2026, by and between **FRONTON HOLDINGS, LLC**, a Delaware limited liability company (the "Secured Party"), and **FLORIDA PARTNERS, LLC**, a Florida limited liability company (the "Debtor").

RECITALS

WHEREAS, the Secured Party and the Debtor are parties to that certain Asset Purchase Agreement, dated March 13, 2026 (the "Purchase Agreement"), pursuant to which the Debtor purchased from the Secured Party, and the Secured Party sold to the Debtor, substantially all of the Secured Party's assets used in connection with the Secured Party's card house business located at 6666 S. U.S. Hwy 1, Units 2, 2a and 3, Port St. Lucie, Florida 34952 (the "Business");

WHEREAS, as partial payment of the purchase price as contemplated in the Purchase Agreement, the Debtor has executed and delivered to the Secured Party a secured promissory note in the principal amount of [redacted] (as amended, renewed, extended, restated or otherwise modified, the "Note"); and

WHEREAS, this Agreement is a condition to the extension of credit pursuant to the Note and is required by the terms of the Note.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms; UCC Terms. All terms used in the UCC and not defined herein shall have the meanings ascribed thereto in the UCC, unless the context requires a different meaning. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"Obligations" means all obligations of the Debtor evidenced by the Note.

"Secured Obligations" means, without duplication, (a) all Obligations, (b) all costs and expenses incurred in connection with enforcement and collection of the Obligations, and (c) any and all additional sums advanced by the Secured Party to protect or preserve the Collateral or the security interest created hereby in the Collateral, or for taxes, assessments or insurance premiums or for the performance of any of Debtor's covenants and obligations under this Agreement, including, in each case, the fees, charges and disbursements of counsel.

"UCC" means the Uniform Commercial Code as in effect from time to time in the state of Florida except as such term may be used in connection with the perfection of the Collateral and then the applicable jurisdiction with respect to such affected Collateral shall apply.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations, the Debtor hereby grants to the Secured Party a first priority lien and security interest

in, and a right to set off against, any and all right, title and interest of the Debtor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Collateral"): (i) all inventory, goods, machinery, equipment, furniture, information technology hardware, fixtures and other tangible personal property of Debtor located at or used in the operation of the Business; (ii) all leases, subleases, and rights thereunder, including the lease for the Leased Real Property (as defined in the Purchase Agreement), and equipment leases covering assets located at or used in the operation of the Business; (iii) all general intangibles (including payment intangibles), accounts, chattel paper, accounts receivable, instruments, letter of credit rights, supporting obligations, contracts, security interests, guaranties, other similar arrangements, and rights thereunder used in the operation of the Business; (iv) the Pari-mutuel Permit (Permit Number 278), the License to Operate a Cardroom, license number CR278, and the License to Conduct Pari-Mutuel Wagering, license number 278 (including all renewals, extensions, amendments, successors, replacements, transferred, supplemental or substitute permits or gaming licenses thereto) (collectively, the "Gaming Licenses"), (v) all books and records pertaining to the Collateral; (vi) all other Purchased Assets; and (vi) all accessions and proceeds and products of any and all of the foregoing, including insurance proceeds.

3. Representations, Warranties and Covenants. The Debtor hereby represents, warrants and agrees with the Secured Party as follows:

(a) Location of Collateral. The tangible Collateral will be kept on the premises of the Business at 6666 S. U.S. Hwy 1, Units 2, 2a and 3, Port St. Lucie, Florida 34952. The Debtor will promptly notify the Secured Party in writing at least thirty (30) days prior to any change in the location of the Collateral; and, other than in the ordinary course of business, the Debtor will not remove the Collateral from such location without the prior written consent of the Secured Party.

(b) Rights in Collateral; Priority; No Liens. The Debtor represents and warrants that it is the legal and beneficial owner of the Collateral and has rights in or the power to transfer the Collateral, and that the Collateral is free and clear of all liens, security interests and other encumbrances as of the date hereof, except for liens and security interests granted to the Secured Party, and that the lien and security interest granted to Secured Party hereunder is a first priority lien on and security interest in the Collateral. Debtor makes no representation or warranty of any kind with respect to the ability to grant a security interest in the Gaming Licenses or any component thereof, which security interest and any rights applicable thereto are subject in all respects to all applicable law. The Debtor further covenants that so long as the Note remains outstanding, the Secured Party's lien on and security interest in the Collateral shall be a first priority lien and security interest. The Debtor shall not mortgage, pledge or loan the Collateral and shall not transfer or otherwise dispose of the Collateral except for inventory in the ordinary course of business or as otherwise provided herein. The Debtor shall take appropriate actions to assure that the Collateral remains free of any lien, security interest or other encumbrance, except for the lien and security interests created by this Agreement, and to defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest thereon.

(c) Maintenance of Collateral. The Debtor, at its own expense, will maintain, keep and preserve the Collateral in the ordinary course of business in good repair, working order and condition (reasonable wear and tear excepted) and from time to time make or cause to be made

all needed and appropriate repairs, renewals, replacements, additions, betterments and improvements thereto and will not waste or destroy the Collateral or any part thereof and will not be negligent in the care and use of any Collateral and will not use any Collateral in violation of applicable law. With respect to the Gaming Licenses, the Debtor shall, at its own expense, maintain the Gaming Licenses in good standing and timely submit all renewal applications for the Gaming Licenses prior to any applicable expiration date.

(d) Financing Statements; Perfection of Security Interest. No UCC-1 Financing Statement (hereinafter called a "Financing Statement") covering any Collateral or any proceeds thereof is on file in any public office; the Debtor authorizes the Secured Party to file, in jurisdictions where this authorization will be given effect, an all assets Financing Statement and any renewals or modifications thereof describing the Collateral in the same manner as it is described herein or in any manner deemed appropriate by the Secured Party, including as "all assets"; and from time to time at the request of the Secured Party, do such other acts and things, all as the Secured Party may request to establish, perfect and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the Secured Obligations. Where Collateral is in the possession of a third party, the Debtor will, upon request by the Secured Party, join with the Secured Party in notifying the third party of the Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Secured Party. Furthermore, the Debtor hereby irrevocably authorizes Secured Party, its nominee or any other person whom the Secured Party may designate, to prepare and file (and, to the extent applicable, sign) naming Debtor (as debtor thereunder) any financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Secured Party's reasonable discretion would be reasonably necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder.

(e) Taxes. The Debtor shall promptly pay when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims against, the Collateral except to the extent the validity thereof is being contested in good faith by the Debtor.

(f) Inspection; Books and Records. The Debtor shall at all times keep accurate and complete records of the Collateral, and, at the Debtor's expense, upon prior reasonable written notice and without hindrance or delay, permit the Secured Party to inspect the Collateral, and inspect and make extracts from and copies of its books and records relating to the Collateral and discuss with its principal officers and auditors its business, procedures, assets, liabilities, financial positions, results of operations and business prospects; provided that so long as no Event of Default (as defined in the Note) then exists such inspection shall only be permitted once in any calendar year. The Debtor shall keep its records concerning the Collateral at its principal place of business or at such other location as shall have been notified to the Secured Party upon not less than thirty (30) days written notice.

(g) Sale or other Disposition of Collateral. The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of the Secured Party, except upon full payment of the Note and for sales of inventory in the ordinary course of business.

(h) Financial Statements. The Debtor will furnish to the Secured Party: (i) within sixty (60) days after the end of each fiscal year of the Debtor, its unaudited annual financial statements; (ii) within thirty (30) days after the end of each fiscal quarter of the Debtor (other than the fourth fiscal quarter of each year), its unaudited quarterly financial reports; and (iii) any other information in connection with the financials of the Debtor as reasonably requested by the Secured Party.

(i) Debtor Information. The Debtor shall not change its legal name, entity type or state of formation, unless the Debtor has provided the Secured Party with not less than thirty (30) days prior written notice thereof and any documents, agreements and information reasonably requested by the Secured Party with respect thereto.

(j) Further Assurances. The Debtor agrees that it shall, from time to time, promptly execute and deliver all instruments and documents, and take all further action, that may be necessary or appropriate, or that Secured Party may request, in order to perfect against Debtor and all third parties, and in order to protect and continue, the security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Debtor shall execute and deliver such financing or continuation statements, or amendments thereto, and such other instruments, documents, or notices, as may be necessary or appropriate, or as the Secured Party may request, in order to perfect and preserve the security interest in all the Collateral granted or purported to be granted hereby. The Debtor shall, upon request by the Secured Party, deliver to the Secured Party assignments, in form acceptable to the Secured Party, of specific Collateral or groups or types of Collateral, and of monies due or to become due thereunder. The Debtor shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports and information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail satisfactory to the Secured Party in its sole discretion. The Debtor shall further cooperate with the Secured Party in obtaining control with respect to any Collateral that may be or must be perfected by control of such Collateral. Execution by the Debtor of any instrument for the Obligations shall be deemed evidence of the Debtor's Obligations and not payment therefor. The Debtor hereby grants to Secured Party, effective only during the existence of an Event of Default, an irrevocable power of attorney, which power of attorney shall be coupled with an interest in the Collateral, and hereby appoints the Secured Party or any of the Secured Party's officers as the Debtor's attorney-in-fact to supply any omitted information and correct patent errors in any documents or agreements executed by the Debtor or on its behalf pursuant to or in furtherance of this Agreement.

4. Collection of Receivables. Except as otherwise provided in this Section 4, the Debtor shall continue to collect, at its own expense, all amounts due or to become due the Debtor under any obligations which give rise to, evidence or relate to any right of the Debtor to the payment of money or other forms of consideration of any kind in connection with the operation of the Business (whether classified under the UCC as accounts, chattel paper, general intangibles, instruments, letter of credit rights, supporting obligations, investment property or otherwise), including, without limitation, tax refunds, insurance or condemnation proceeds, and all proceeds of any of the foregoing (collectively, "Receivables"). In connection with such collections, the Debtor may take (and, at the Secured Party's direction during the existence of an Event of Default, shall take) such action as the Debtor or the Secured Party may deem necessary or advisable to

enforce collection of the Receivables; provided that the Secured Party shall have the right at any time during the existence of an Event of Default, upon written notice to the Debtor of its intention to do so, to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to the Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Secured Party and, at the expense of the Debtor, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done. During the existence of an Event of Default (i) all amounts and proceeds (in whatever form) received by the Debtor in respect of the Receivables shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary endorsement) to be held as Collateral, and applied as against the Secured Obligations in such order as the Secured Party shall determine in its sole discretion, and (ii) the Debtor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon without the prior written consent of the Secured Party.

5. Remedies.

(a) Acceleration. Upon the occurrence of any Event of Default and during the continuance thereof, the Secured Party may declare all Secured Obligations immediately due and payable, whether or not such Secured Obligations would be due and payable under the terms thereof, and may exercise any and all rights and remedies provided by this Agreement, by the UCC, in law or at equity, including the right to obtain an injunction against the Debtor or a decree of specific performance.

(b) Repossession of Collateral. Upon the occurrence of any Event of Default and during the continuance thereof, the Secured Party may at any time and from time to time, with or without judicial process or the aid or assistance of others, enter upon any premises in which Collateral may be located (including the Leased Real Property) and, without resistance or interference by the Debtor, take physical possession of any items of Collateral and maintain such possession on the Debtor's premises or move the same or any part thereof to such other places as the Secured Party shall choose without being liable to the Debtor on account of any losses, damage or depreciation that may occur as a result thereof so long as the Secured Party shall act reasonably and in good faith, dispose of all or any part of the Collateral on any premises of the Debtor, require the Debtor to assemble and make available to the Secured Party at the expense of the Debtor all or any part of the Collateral at any place and time designated by the Secured Party or to remove all or any part of the Collateral from any premises in which any part may be located for the purpose of effecting sale or other disposition thereof.

(c) Marshaling, etc. The Secured Party shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the Debtor or others with respect to the payment of the Secured Obligations, and shall not be required to marshal the Collateral or to resort to the Collateral in any particular order. To the extent that it lawfully may, the Debtor does hereby absolutely and irrevocably waive and relinquish the benefit of, and does hereby covenant not to assert against the Secured Party, any valuation, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this

provision, might be applicable to any sale made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement or in respect of the Collateral. To the extent it lawfully may, without limiting the generality of the foregoing, the Debtor hereby agrees that it will not invoke or utilize any law which might cause delay in, or impede, the enforcement of the Secured Party's rights under this Agreement, and hereby waives the same.

(d) Sale. Any item of the Collateral may be sold for cash or other value in any number of lots at public auction or private sale without demand or notice (excepting only that the Secured Party shall give Debtor ten (10) days prior written notice of the time and place of any public sale, or the time after which a private sale may be made, which notice each of the Debtor and the Secured Party hereby agrees to be reasonable). At any sale or sales of the Collateral the Secured Party may, to the extent permitted by applicable law, bid for and purchase the whole or any part of the property and rights so sold and upon compliance with the terms of such sale may hold, exploit, and dispose of such property and rights without further accountability to the Debtor except for the proceeds of such sale or sales. The Debtor will execute and deliver, or cause to be executed and delivered, such instruments, documents, registration statements, assignments, waivers, certificates and affidavits, and supply or cause to be supplied such further information and take such further action as the Secured Party shall require in connection with such sale.

(e) Nonexclusive Nature of Remedies. Failure by the Secured Party to exercise any right, remedy or option under this Agreement, the Note, any other document relating to the Secured Obligations, or as provided by applicable law, or any delay by the Secured Party in exercising the same, shall not operate as a waiver of any such right, remedy or option. No waiver hereunder shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated, which in the case of the Secured Party shall only be granted as provided herein. To the extent permitted by applicable law, neither the Secured Party, nor any party acting as attorney for the Secured Party, shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct hereunder as determined by a final non-appealable judgment of a court of competent jurisdiction. The rights and remedies of the Secured Party under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

(f) Specific Performance. The Debtor further agrees that a breach of any of the covenants contained in this Section 5 will cause irreparable injury to the Secured Party, that the Secured Party will have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5 shall be specifically enforceable against the Debtor, and the Debtor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default exists under the Note.

6. Application of Proceeds. The proceeds of all sales and collections hereunder, and any other moneys (including any cash contained in the Collateral) the application of which is not otherwise herein provided for, shall be applied against the Secured Obligations in such order as the Secured Party shall elect in its sole discretion or as required by law.

7. Continuing Agreement. This Agreement shall remain in full force and effect until such time as the Secured Obligations have been paid in full, at which time this Agreement shall be automatically terminated (other than obligations under this Agreement which expressly survive such termination) and the Secured Party shall, upon the request and at the expense of the Debtor, forthwith release all of its liens and security interests hereunder and shall execute and deliver all UCC termination statements and/or other documents reasonably requested by the Debtor evidencing such termination. This Agreement shall continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party as a preference, fraudulent conveyance or otherwise under any debtor relief law, all as though such payment had not been made; provided that in the event payment of all or any part of the Secured Obligations is rescinded or must be restored or returned, all reasonable costs and expenses (including without limitation any reasonable legal fees and disbursements) incurred by the Secured Party in defending and enforcing such reinstatement shall be deemed to be included as a part of the Secured Obligations.

8. Other Security. To the extent that any of the Secured Obligations are now or hereafter secured by property other than the Collateral, or by a guarantee, endorsement or property of any other person, then the Secured Party shall have the right to proceed against such other property, guarantee or endorsement during the existence of any Event of Default, and the Secured Party shall have the right, in its sole discretion, to determine which rights, security, liens, security interests or remedies the Secured Party shall at any time pursue, relinquish, subordinate, modify or take with respect thereto, without in any way modifying or affecting any of them or the Secured Obligations or any of the rights of the Secured Party under this Agreement, the Note or under any other document relating to the Secured Obligations.

9. Miscellaneous. This Agreement and the provisions hereof may not be amended, waived, modified, changed, discharged or terminated except as agreed in writing and signed by the Debtor and the Secured Party. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and their successors and permitted assigns. Section 11.9 (Governing Law; Forum; Waiver of Jury) and Section 11.12 (Notices) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*. This Agreement may be executed in any number of counterparts, each of which were so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. The headings of the sections hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions. This Agreement, the Note and the other documents relating to the Secured Obligations represent the entire agreement of the parties hereto and thereto, and supersede all prior agreements and understandings, oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement to be effective as of the date first above written.

DEBTOR:

FLORIDA PARTNERS, LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

SECURED PARTY:

FRONTON HOLDINGS, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

Annex B

Form of Bill of Sale

See attached.

BILL OF SALE

This Bill of Sale (this "**Agreement**"), dated as of [Closing Date], 2026, is by and between Florida Partners, LLC, a Florida limited liability company ("**Purchaser**"), and Fronton Holdings, LLC, a Delaware limited liability company ("**Seller**" and, together with Purchaser, each a "**Party**" and collectively the "**Parties**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2026, by and between, among others, Purchaser and Seller (the "**Purchase Agreement**"), Seller agreed to sell, convey, grant, assign, transfer, and deliver to Purchaser, and Purchaser agreed to purchase and acquire from Seller, free and clear of all Liens (other than Permitted Liens), all of Seller's right, title, and interest in and to the Purchased Assets; and

WHEREAS, the Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Purchased Assets by Seller to Purchaser.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, free and clear of all Liens (other than Permitted Liens), all of Seller's right, title, and interest in and to the Purchased Assets. Seller shall execute and deliver, at the reasonable request of Purchaser, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Purchaser reasonably requests to more effectively consummate the transactions contemplated by the Purchase Agreement.

2. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

3. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for such jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by the Purchase Agreement are consummated as originally contemplated to the greatest extent possible.

4. Section 11.9 of the Purchase Agreement is hereby incorporated by reference as if it is fully repeated herein, *mutatis mutandis*.

5. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the

Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

6. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals.

7. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

PURCHASER

Florida Partners, LLC

By:_____
Name:_____
Title:_____

SELLER

Fronton Holdings, LLC

By:_____
Name:_____
Title:_____

Annex C

Form of Contract Assignment and Assumption Agreement

See attached.

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement (this "**Agreement**"), dated as of [Closing Date], 2026, is by and between Florida Partners, LLC, a Florida limited liability company ("**Purchaser**"), and Fronton Holdings, LLC, a Delaware limited liability company ("**Seller**" and, together with Purchaser, each a "**Party**" and collectively the "**Parties**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2026, by and between, among others, Purchaser and Seller (the "**Purchase Agreement**"), Seller agreed to sell, convey, grant, assign, transfer, and deliver to Purchaser, and Purchaser agreed to purchase and acquire from Seller, free and clear of all Liens (other than Permitted Liens), all of Seller's right, title, and interest in and to certain Contracts held in the name of Seller and set forth on Exhibit A (the "**Purchased Contracts**"); and

WHEREAS, the Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Purchased Contracts by Seller to Purchaser.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, free and clear of all Liens (other than Permitted Liens), all of Seller's right, title, and interest in and to the Purchased Contracts. Purchaser hereby assumes and agrees to pay, perform and discharge the Assumed Liabilities, in each case subject to and in accordance with the terms and conditions of the Purchase Agreement. Seller shall execute and deliver, at the reasonable request of Purchaser, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Purchaser reasonably requests to more effectively consummate the transaction contemplated by the Purchase Agreement.

2. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

3. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for such jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by the Purchase Agreement are consummated as originally contemplated to the greatest extent possible.

4. Section 11.9 of the Purchase Agreement is hereby incorporated herein by reference as if it is fully repeated herein, *mutatis mutandis*.

5. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken

together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

6. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals.

7. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

PURCHASER

Florida Partners, LLC

By:_____
Name:_____
Title:_____

SELLER

Fronton Holdings, LLC

By:_____
Name:_____
Title:_____

Exhibit A

Purchased Contracts

The Purchased Contracts listed in Schedule 1.1(c) to the Seller Disclosure Letter are incorporated by reference as if fully set forth herein.

Annex D

Form of IP Assignment

See attached.

IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "**Agreement**"), dated as of [Closing Date], 2026, is by and between Florida Partners, LLC, a Florida limited liability company ("**Purchaser**"), and Fronton Holdings, LLC, a Delaware limited liability company ("**Seller**" and, together with Purchaser, each a "**Party**" and collectively the "**Parties**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2026 (the "**Purchase Agreement**"), Seller agreed to sell, convey, grant, assign, transfer, and deliver to Purchaser, and Purchaser agreed to purchase and acquire from Seller, free and clear of all Liens (other than the Permitted Liens), all of Seller's right, title, and interest in and to the Intellectual Property included in the Purchased Assets.

WHEREAS, the Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Intellectual Property included in the Purchased Assets by Seller to Purchaser.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. In consideration of the Purchase Price, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, conveys, grants, assigns, transfers, and delivers to Purchaser, and Purchaser hereby purchases and acquires from Seller, free and clear of all Liens (other than the Permitted Liens), all of Seller's right, title, and interest in and to (i) the Intellectual Property included in the Purchased Assets, (ii) the goodwill of the Business symbolized by the Intellectual Property included in the Purchased Assets, (iii) any Proceeding, whether accruing before, on, or after the Closing Date, including all rights to and claims for damages, restitution, and injunctive relief and other legal and equitable relief for past, present, and future infringement of the Intellectual Property included in the Purchased Assets, (iv) any common law rights of Seller to the Intellectual Property included in the Purchased Assets, and (v) any moral rights and trade secrets of Seller embodied within the Intellectual Property included in the Purchased Assets.

2. Seller hereby agrees that, for any of the Intellectual Property included in the Purchased Assets or any interest in any of the Intellectual Property intended to be sold, conveyed, granted, assigned, transferred, or delivered to Purchaser pursuant to this Agreement and title to which does not pass to Purchaser pursuant to this Agreement or any sales, conveyances, grants, assignments, transfers, or deliveries that are from time to time executed and delivered pursuant to this Agreement, Seller shall hold the same in trust for Purchaser, its successors and assigns, to sell, convey, grant, assign, transfer, and deliver as Purchaser directs from time to time. Seller shall execute and deliver, at the reasonable request of Purchaser, such further instruments of sale, conveyance, grant, assignment, transfer, and delivery, and take such other actions, as Purchaser reasonably requests to more effectively consummate the transactions contemplated by the Purchase Agreement.

3. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of Seller to, and for the sole use and benefit of, Purchaser, its successors, assigns, nominees, or legal representatives. Seller hereby agrees that a copy of this Agreement will be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more

particularly in proof of the right of Purchaser or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

4. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern. Nothing in this Agreement is intended to broaden the scope of any representation or warranty contained in the Purchase Agreement.

5. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, for such jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner so that the Transactions are consummated as originally contemplated to the greatest extent possible.

6. Section 11.9 of the Purchase Agreement is hereby incorporated herein by reference as if it is fully repeated herein, *mutatis mutandis*.

7. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

8. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals.

9. Capitalized terms used but not otherwise defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized officer of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

PURCHASER

Florida Partners, LLC

By:_____
Name:_____
Title:_____

SELLER

Fronton Holdings, LLC

By:_____
Name:_____
Title:_____

Exhibit A

Intellectual Property

The Intellectual Property listed in Schedule 1.1(g) to the Seller Disclosure Letter is incorporated by reference as if fully set forth herein.

Annex E

Form of Domain Name Assignment

See attached.

ASSIGNMENT OF DOMAIN NAMES

This Assignment of Domain Names (this "**Agreement**"), dated as of [Closing Date], 2026, is made by and between Fronton Holdings, LLC, a Delaware limited liability company ("**Seller**"), and Florida Partners, LLC, a Florida limited liability company ("**Purchaser**"). Purchaser and Seller are each referred to in this Agreement as a "**Party**" and, together, as the "**Parties**".

RECITALS

A. The Parties, among others, have entered into that certain Asset Purchase Agreement, dated as of March 13, 2026 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller agreed to sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser agreed to purchase, acquire, and accept from Seller, free and clear of all Liens (other than the Permitted Liens), all of Seller's right, title, and interest in and to the Purchased Assets, including the domain names set forth on Schedule 1 hereto (the "**Assigned Domain Names**"). Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement.

B. The Parties are entering into this Agreement to evidence the sale, conveyance, grant, assignment, transfer, and delivery of the Assigned Domain Names by Seller to Purchaser.

AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. In exchange for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing and upon the terms and subject to the conditions in the Purchase Agreement, Seller hereby irrevocably sells, transfers, assigns, conveys, and delivers to Purchaser, and Purchaser hereby purchases, acquires, and accepts, all of Seller's right, title, and interest in and to the Assigned Domain Names, free and clear of all Liens (other than the Permitted Liens).

2. Seller agrees to provide all documentation required by the current procedures promulgated by the registrar of the Assigned Domain Names to transfer the Assigned Domain Names to Purchaser. The Assigned Domain Name will be deemed transferred when: (a) the domain name registrar for such Assigned Domain Name has confirmed the transfer in accordance with its procedure therefor; (b) the applicable WHOIS database identifies Purchaser as the registrant of the Assigned Domain Name; and (c) Purchaser has administrative and technical access to the Assigned Domain Name, and sole control over where the Assigned Domain Name points. After the Closing and until the transfer process is deemed complete (as set forth above), Seller will provide or execute such other information, instruments or documents, or take such other reasonable actions as may be necessary or appropriate to accomplish the transfer of the Assigned Domain Names upon Purchaser's reasonable request.

3. Seller shall not register, acquire, or otherwise use any domain name or trademark incorporating any Assigned Domain Name or any mark or name that is confusingly similar thereto without the prior written consent of Purchaser.

4. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not changed, amended, altered or superseded by this Agreement and shall remain in full force and effect to the full extent provided in the Purchase Agreement. Nothing in this Agreement shall expand, limit or modify the scope of the Purchased Assets or Assumed Liabilities or alter any liability or obligation arising under the Purchase Agreement. In the event of any

conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

5. This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in writing, executed by the Parties. No course of dealing between the Parties will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any such Party or such holder under or by reason of this Agreement.

6. Whenever possible, each provision of this Agreement will be interpreted in such manner to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance is held to be prohibited by, illegal, or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision will be ineffective only to the extent of such prohibition, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Section 11.9 of the Purchase Agreement is hereby incorporated by reference as if it is fully repeated herein, *mutatis mutandis*.

8. The Parties may execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by facsimile, electronic mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.simplyagree.com) will be deemed original signatures for all purposes.

9. The recitals to this Agreement are hereby incorporated into and made a part of this Agreement by reference to such recitals.

[*Signature Page Follows*]

Each of the Parties, intending to be legally bound, has either duly executed this Agreement or caused an authorized representative of such Party to duly execute this Agreement on behalf of such Party, as of the date first set forth above.

PURCHASER

Florida Partners, LLC

By:_____
Name:_____
Title:_____

SELLER

Fronton Holdings, LLC

By:_____
Name:_____
Title:_____

Schedule 1

Assigned Domain Names

Domain Name	Registrar
cardhousepsl.com	GoDaddy.com, LLC

Annex F

Form of Escrow Agreement

See attached.

ESCROW AGREEMENT

This Escrow Agreement dated this 13th day of March, 2026 (the "Escrow Agreement"), is entered into by and among Florida Partners, LLC, a Florida limited liability company ("Purchaser"), Fronton Holdings, LLC, a Delaware limited liability company ("Seller," and together with Purchaser, the "Parties," and individually, a "Party"), and Computershare Trust Company, N.A., a national banking association organized under the laws of tFhe United States, as escrow agent ("Escrow Agent").

RECITALS

A. The Parties are entering into this Escrow Agreement in connection with that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Purchaser and Seller, pursuant to which Purchaser is required to deposit certain funds with Escrow Agent at the time of execution of the Purchase Agreement, which funds are intended to secure, in part, Purchaser's obligations under the Purchase Agreement.

B. Purchaser agrees to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

C. The Parties acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Purchase Agreement, that all references in this Escrow Agreement to the Purchase Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. Following execution hereof, Purchaser shall deliver to the Escrow Agent the amount of [redacted] (the "Escrow Property") in immediately available funds.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property and will be held in the escrow account subject to the terms of this Escrow Agreement until disbursement of the Escrow Property in accordance with Section 1.3 below or otherwise in accordance with the terms of this Escrow Agreement. The Escrow Agent shall not be liable or responsible for and shall have no liability in the event of failure, insolvency, or inability of the depositary to pay said funds for any failure, refusal or inability of the depository into which the Escrow Property is deposited to pay the Escrow Property at Escrow Agent's direction, or for levies

by taxing authorities based upon the taxpayer identification number used to establish this escrow account.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

(c) The Parties agree that broker confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Parties may obtain broker confirmations at no additional cost upon its written request.

(d) As soon as practicable following the last day of each calendar month during the term of this Escrow Agreement, the Escrow Agent will deliver to the Parties a statement (a "Monthly Statement") setting forth: (i) the value of the Escrow Property in the Escrow Account at such date; (ii) the amount of income or interest earned or accrued, if any, with respect thereto during the period covered by such Monthly Statement; and (iii) the amounts, if any, paid to Purchaser or Seller from the Escrow Property with respect to the period covered by such Monthly Statement.

Section 1.3. Disbursements. The Escrow Agent shall disburse the Escrow Property in accordance with the joint written instructions of the Parties (or the non-appealable order of a court of competent jurisdiction); provided, however, that at least five (5) Business Days prior to any such payment, the Parties shall deliver an IRS form W-9 or W-8 for such payee(s), if such form has not been previously provided to the Escrow Agent, along with a description of the purpose of the payment.

Section 1.4. Security Procedure For Funds Transfers. The Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the form of Exhibit B-1 or Exhibit B-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or B-2 or a rescission of an existing Exhibit B-1 or B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Party under this Escrow Agreement.

The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.5. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest on and other income from the investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by Seller, whether or not such income was disbursed during such calendar year.

(b) For certain payments made pursuant to this Escrow Agreement, the Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases the Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). The Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All parties to this Escrow Agreement shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Escrow Agent prior to the date hereof, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Escrow Agent shall have the right to request from any party to this Escrow Agreement, or any other person or entity entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 1.5(b) are not provided prior to the date hereof or by the time the related payment is required to be made or are determined by the Escrow Agent to be incomplete and/or inaccurate in any respect, the Escrow Agent shall be entitled to withhold (without liability) a portion of any interest or other income earned on the investment of the Escrow Property or on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of interest or other income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.5(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(d) The Parties hereto acknowledge that, in order to help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and /or enters into a business relationship. The Parties hereby agree that they shall provide the Escrow Agent with such information as the Escrow Agent may request including, but not limited to, each Party's name, physical address, tax identification number and other information that will assist the Escrow Agent in identifying and verifying each Party's identity such as organizational documents, certificates of good standing, licenses to do business, or other pertinent identifying information.

Section 1.6. Termination. This Escrow Agreement shall terminate upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, except that the provisions of Sections 1.5(c), 3.1 and 3.2 hereof shall survive termination and the Escrow Agent is authorized and directed to disburse the Escrow Property in accordance with Section 1.3 of this Escrow Agreement.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. The Escrow Agent will not be responsible to determine or to make inquiry into any term, capitalized, or otherwise, not defined herein. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. The Escrow Agent shall not be responsible for the conduct of agents or attorneys appointed by it with due care.

Section 2.3. Reliance. The Escrow Agent shall not be liable or otherwise responsible for any action taken or not taken by it in accordance with the direction, instruction, or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, instruction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent Exhibit B-1 and Exhibit B-2, which contain authorized signer designations therein. The Parties represent and warrant that each person signing this Escrow Agreement are duly authorized and has legal capacity to execute and deliver this Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which the Escrow Agent is entitled through the date of removal. Such resignation or removal, as the case may be, shall be effective thirty (30) calendar days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid fifty percent (50%) by each Party on the date hereof. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) calendar days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and

other costs incurred in commencing and maintaining any such interpleader action. Any such court order or arbitration decision shall be accompanied by a written instrument of the presenting Party certifying that such court order or arbitration decision is final, non-appealable and from a court of competent jurisdiction or from a competent arbitration panel, upon which instrument the Escrow Agent shall be entitled to conclusively rely without further investigation. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent. Notwithstanding the foregoing, in the event of any dispute between the Parties regarding disbursement of the Escrow Property pursuant to Section 1.3 hereof, the Escrow Agent shall continue to hold the Escrow Property and invest it in accordance with Section 1.2 hereof, and the Parties agree to resolve any such dispute on an expedited basis using the dispute resolution procedures set forth in the Purchase Agreement, including seeking expedited relief in any court of competent jurisdiction. The Escrow Agent shall comply with any final non-appealable judgment or order, or written agreement executed by both Parties, stating that the dispute has been resolved using the dispute resolution procedures set forth in the Purchase Agreement and directing disbursement of the Escrow Property within five (5) Business Days of receipt thereof.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent shall further have no obligation to pursue any action that is not in accordance with applicable law.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use

commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Binding Agreement, Successors and Assigns. The Parties and Escrow Agent represent and warrant that the execution and delivery of this Escrow Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Escrow Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) on the day of transmission if sent by electronic mail ("e-mail", as long as such e-mail is accompanied by a PDF signature or similar version of the relevant document bearing an authorized signature, which such signature shall, in the case of each of the parties, be a signature set forth in Exhibit B-1 or B-2, as applicable) to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of transmission, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) Business Days after the date such notice is deposited in the United States mail. For the purpose of this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, a Sunday, a federal or state holiday, and any other day on which the Escrow Agent is closed. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Purchaser:
Florida Partners, LLC
c/o Maynard Nexsen PC
1901 6th Avenue North, Suite 1700
Birmingham, AL 35203

Attention: Harrison Smith
Email: hsmith@maynardnexsen.com

If to Seller:
Fronton Holdings, LLC
c/o Andrew Jonas
1790 Cypress Lane
Vero Beach, FL 32963
Email: Andrewdjonas1@gmail.com

with a copy(which shall not constitute notice) to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Michael Keyes and Kyle Louramore
Email: mkeyes@stearnsweaver.com, klouramore@stearnsweaver.com

If to the Escrow Agent:

Computershare Trust Company, N.A.
CTO Mail Operations
Attn: Donna Nascimento
1505 Energy Park Drive
St. Paul, MN 55108
Telephone: 667-786-1741
E-mail: donna.nascimento@computershare.com

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 4.5. Entire Agreement. This Escrow Agreement and the exhibits hereto set forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Escrow Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

Section 4.10. Trial by Jury. Each of the parties hereto hereby irrevocably waives all right to trial by jury to the extent permitted by law in any litigation, action, proceeding in any court arising out of, relating to or in connection with this Escrow Agreement.

Section 4.11. Publication; disclosure. By executing this Escrow Agreement, the Parties and the Escrow Agent acknowledge that this Escrow Agreement (including related attachments) contains certain information that is sensitive and confidential in nature and agree that such information needs to be protected from improper disclosure, including the publication or dissemination of this Escrow Agreement and related information to individuals or entities not a party to this Escrow Agreement. The Parties further agree to take reasonable measures to mitigate any risks associated with the publication or disclosure of this Escrow Agreement and information contained therein, including, without limitation, the redaction of the manual signatures of the signatories to this Escrow Agreement, or, in the alternative, publishing a conformed copy of this Escrow Agreement. If a Party must disclose or publish this Escrow Agreement or information contained therein pursuant to any regulatory, statutory, or governmental requirement, as well as any judicial, or administrative order, subpoena or discovery request, it shall notify in writing the other Party and the Escrow Agent at the time of execution of this Escrow Agreement of the legal requirement to do so. If any Party becomes aware of any threatened or actual unauthorized disclosure, publication or use of this Escrow Agreement, that Party shall promptly notify in writing the other Party and the Escrow Agent and shall be liable for any unauthorized release or disclosure.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

Fronton Holdings, LLC

By:_____
Name: Andrew Jonas
Title: Chief Executive Officer

Florida Partners, LLC

By:_____
Name:_____
Title:_____

COMPUTERSHARE TRUST COMPANY, N.A., as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Computershare

Deposit Option Investment Direction Form

Direction to use the following Computershare Trust Company, N.A. (Computershare) Deposit Option for cash balances for the following account(s):

Account name:	
Account number(s):	967917XX

You are hereby directed to deposit, as indicated below, or as I/we shall direct further in writing from time to time, all cash in the account(s) in the following Computershare Deposit Option:

☒	**Computershare Essential Deposit Option (CESSE) (SEI CUSIP = VP7000277)**

I/We acknowledge that I/we have full power and authority to direct investments of the account(s) and have determined that the deposit option is an appropriate investment for the account(s).

I/We understand that Computershare shall have no responsibility or liability for any diminution of the funds that may result from any deposit or investment made by Computershare in accordance with this direction, including any losses resulting from a default by any bank, financial institution or other third party.

I/We understand that deposits held in the above mentioned Deposit Option will be held with financial institutions as described in the Fact Sheet that was provided to me.

I/We understand that Computershare may from time to time receive compensation in connection with such deposits or investments.

I/We understand that I/we may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

Computershare

Exhibit B-1

Authorized Signers and Security Procedure Agreement

This Security Procedure Agreement (this "Agreement") is provided to you pursuant that certain Escrow Agreement, entered into as of March 13, 2026, by and between Computershare Trust Company, National Association ("Computershare") and Fronton Holdings, LLC, a Delaware limited liability company (the "Undersigned"). Computershare and the Undersigned have entered into the transactions as more specifically identified in the Escrow Agreement referenced above, as it may from time to time be amended (hereinafter referred to as a "Transaction"").

This Agreement is to be used by the Undersigned to certify as to the signing authority of the officers or individuals of the Undersigned and to agree on the security procedure for the disbursement of funds, as specifically directed and expressed in this Agreement. Computershare may conclusively rely on this Agreement, including the designations of authority in Part I, Part II hereto, until the Undersigned has delivered, and Computershare has acknowledged, an amendment to or a replacement of the Authorized Signers and Security Procedure Agreement.

This Agreement consists of two parts. Part I ("Authorized Signers") consists of a general grant of authority to the Undersigned officers or individuals listed in Part I below to furnish Computershare with directions relating to any matters pursuant to the Transaction, ***with the specific exception of any matters relating to the disbursement of funds.*** Part II ("Security Procedure Agreement") consists of a specific grant of authority to Undersigned officers and individuals listed in Part II below for the specific purpose of furnishing Computershare with directions relating to the disbursement of funds pursuant to the Transaction.

Part I: Authorized Signers

- The Undersigned hereby certifies that the following named officers or individuals are duly appointed, qualified, and acting in the capacity set forth opposite their name, and the following signature is a true and genuine specimen signature of said officer or individual. Such officers or individuals of the Undersigned are hereby authorized to execute documents on behalf of the Undersigned and to furnish Computershare with directions relating to any matters pursuant to the Transaction ***with the specific exception of any matters relating to the disbursement of funds.*** Upon execution and completion, this Agreement shall become the governing certificate of authorized signers on behalf of the referenced Transaction and this Agreement shall replace any prior certificates of authorized signers that were previously provided to Computershare for the referenced Transaction, and all such previous certificates of authority shall be deemed null and void. (*PLEASE NOTE: Any directions or*

instructions regarding the disbursement of funds must conform to the procedures set out in Part II – Security Procedure Agreement.)

Name:	Title:	Signature:
Name:	Title:	Signature:
Name:	Title:	Signature:
Name:	Title:	Signature:
Name:	Title:	Signature:

Part II: Security Procedure Agreement

1. Purpose of this Security Procedure Agreement: Computershare has entered into the Transaction described above in this Agreement, as it may from time to time be amended. Under the terms of the governing documents for the Transaction, the Undersigned is authorized to instruct Computershare regarding the disbursement of funds held with Computershare in connection with the Transaction (an "Instruction"). Computershare and the Undersigned wish to establish the procedure(s) that will be used by Computershare to authenticate that Instructions received in the name of the Undersigned are, in fact, authorized by the Undersigned.
2. Use of Security Procedure to Confirm Instructions: When Computershare receives an Instruction in the name of the Undersigned, Computershare shall confirm that the Instruction is authorized by the Undersigned by means of the security procedure set forth in this Agreement (see Section 9 below).
3. Revisions and Rescissions: The security procedure specified in this Agreement may be revised or rescinded only by a writing signed by an authorized representative of the Undersigned. Such revisions or rescissions shall be effective only after actual receipt by Computershare and following such period of time as may be necessary to afford Computershare a reasonable opportunity to act on it. If a written notice of a revision or rescission is delivered to Computershare by a person that is a successor-in-interest to the Undersigned, such document shall be accompanied by additional documentation satisfactory to Computershare showing that such person has succeeded to the rights and responsibilities of the Undersigned under the applicable governing documents related to the Transaction.
4. Inability to Confirm Instructions: The Undersigned understands that Computershare's inability to confirm an Instruction pursuant to the security procedure selected by the Undersigned may result in a delay or failure to act on that Instruction, and the Undersigned agrees that Computershare need not treat an Instruction as having been received until Computershare has authenticated it pursuant to the agreed upon security procedure.

5. Determination of Security Procedure Suitability: The Undersigned has reviewed each of the security procedures identified in this Agreement and has determined that the option checked in Section 9 of this Agreement best meets its requirements given the size, type and frequency of the Instructions it will issue to Computershare. By selecting the security procedure specified in Section 9 of this Agreement, the Undersigned acknowledges that it has elected to not use the other security procedures described below and agrees to be bound by any Instruction, whether or not authorized, issued in its name and accepted by Computershare in compliance with the particular security procedure chosen by the Undersigned.

6. Notice - Security Procedure Not Used to Detect Errors; Reliance on Numbers: The security procedure selected by the Undersigned will not be used to detect errors in the Instructions given by the Undersigned. If an Instruction describes the beneficiary of the payment inaccurately by name and/or account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If an Instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that the Undersigned take such steps as it deems prudent to ensure that there are no such inconsistencies in the Instructions it sends to Computershare.
7. Persons Authorized to Instruct Computershare: The following persons are authorized by the Undersigned to provide Instructions to Computershare regarding the disbursement of funds in the manner authorized by the Transaction governing documents:

Name	Title	Phone number	Email address	Specimen signature

8. Persons Authorized to Confirm Instructions: The following persons are authorized by the Undersigned to confirm Instructions to Computershare regarding the disbursement of funds:

Name	Title	Phone number	Email address

9. Security Procedure:
Select one option –

☐ Confirmation by telephone call-back. Computershare shall confirm Instructions by telephone call-back to a person at the telephone number designated in Section 8 above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8 above.

☐ (Select box, if applicable) If Computershare is unable to obtain confirmation by telephone call-back, Computershare may, at its discretion, confirm by email, as described in "Confirmation by email" below.

☐ Confirmation by email. Computershare shall confirm Instructions by email to a person at the email address specified for such person in Section 8 above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8 above. The Undersigned understands the risks associated with communicating sensitive matters, including time sensitive matters, by email. The Undersigned further acknowledges that Instructions and data sent by email may be less confidential or secure than Instructions or data transmitted by other methods. Computershare shall not be liable for any loss of the confidentiality of Instructions and data prior to receipt by Computershare.

☐ (Select box, if applicable) If Computershare is unable to obtain confirmation by email, Computershare may, at its discretion, confirm by telephone callback, as described in "Confirmation by telephone call -back" above.

The Undersigned understands and agrees that Computershare cannot determine the identity of the actual sender of such Instructions and that Computershare shall conclusively presume that directions that purport to have been sent by the officers listed in this Agreement (as amended) (each an "Authorized Officer") have been sent by such Authorized Officer. Computershare shall not be responsible or liable for any losses, costs or expenses arising directly or indirectly from Computershare's reliance upon and compliance with such Instructions. The Undersigned agrees: (i) to assume all risk and liability arising out of the use of any of the following communication methods: (a) telephone, (b) e-mail, (c) secure electronic transmission, (d) electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by Computershare, or (e) another method or system specified by the Computershare as available for use in connection with its services hereunder to submit Instructions to Computershare, including without limitation the risk of Computershare acting on unauthorized Instructions, and the risk of interception and misuse by third parties; including but not limited to, a third party using the likeness or false identity of an Authorized Officer to provide Instructions to Computershare; (ii) that the Undersigned is fully informed of the protections and risks associated with the various methods of transmitting Instructions to Computershare and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Undersigned; (iii) that the security procedures to be followed in connection with its transmission of Instructions provide to it only a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify Computershare in writing immediately upon learning of any compromise or unauthorized use of the security procedures.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Authorized Signers and Security Procedure Agreement to be executed as of the date first written above and do each hereby

warrant and represent that their respective signatory, whose signature appears below, has been and is on this date, duly authorized by all necessary and appropriate corporate action to execute this Authorized Signers and Security Procedure Agreement. The individual signing below on behalf of the Undersigned and any authorized signer identified in Part I above may approve additions to and removals from this Authorized Signers and Security Procedure Agreement. Computershare may accept such changes without further investigation as long as purporting to be signed by the person identified below or an authorized signer identified in Part I above.

Agreed to and accepted by:

Fronton Holdings, LLC

By: _____x

Name:

Title:

Date:

Agreed to and accepted by:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION

Solely in its capacity as set forth in the applicable Agreement

By:_____x

Name:

Title:

Date:

Computershare

Exhibit B-2

Authorized Signers and Security Procedure Agreement

This Security Procedure Agreement (this "Agreement") is provided to you pursuant that certain Escrow Agreement, entered into as of March 13, 2026, by and between Computershare Trust Company, National Association ("Computershare") and Florida Partners, LLC, a Florida limited liability company (the "Undersigned"). Computershare and the Undersigned have entered into the transactions as more specifically identified in the Escrow Agreement referenced above, as it may from time to time be amended (hereinafter referred to as a "Transaction"").

This Agreement is to be used by the Undersigned to certify as to the signing authority of the officers or individuals of the Undersigned and to agree on the security procedure for the disbursement of funds, as specifically directed and expressed in this Agreement. Computershare may conclusively rely on this Agreement, including the designations of authority in Part I, Part II hereto, until the Undersigned has delivered, and Computershare has acknowledged, an amendment to or a replacement of the Authorized Signers and Security Procedure Agreement.

This Agreement consists of two parts. Part I ("Authorized Signers") consists of a general grant of authority to the Undersigned officers or individuals listed in Part I below to furnish Computershare with directions relating to any matters pursuant to the Transaction, ***with the specific exception of any matters relating to the disbursement of funds.*** Part II ("Security Procedure Agreement") consists of a specific grant of authority to Undersigned officers and individuals listed in Part II below for the specific purpose of furnishing Computershare with directions relating to the disbursement of funds pursuant to the Transaction.

Part I: Authorized Signers

- The Undersigned hereby certifies that the following named officers or individuals are duly appointed, qualified, and acting in the capacity set forth opposite their name, and the following signature is a true and genuine specimen signature of said officer or individual. Such officers or individuals of the Undersigned are hereby authorized to execute documents on behalf of the Undersigned and to furnish Computershare with directions relating to any matters pursuant to the Transaction ***with the specific exception of any matters relating to the disbursement of funds.*** Upon execution and completion, this Agreement shall become the governing certificate of authorized signers on behalf of the referenced Transaction and this Agreement shall replace any prior certificates of authorized signers that were previously provided to Computershare for the referenced Transaction, and all such previous certificates of authority shall be deemed null and void. (*PLEASE NOTE: Any directions or instructions regarding the disbursement of funds must conform to the procedures set out in Part II – Security Procedure Agreement.)*

Name:	Title:	Signature:

Name:	Title:	Signature:
Name:	Title:	Signature:
Name:	Title:	Signature:
Name:	Title:	Signature:

Part II: Security Procedure Agreement

1. Purpose of this Security Procedure Agreement: Computershare has entered into the Transaction described above in this Agreement, as it may from time to time be amended. Under the terms of the governing documents for the Transaction, the Undersigned is authorized to instruct Computershare regarding the disbursement of funds held with Computershare in connection with the Transaction (an "Instruction"). Computershare and the Undersigned wish to establish the procedure(s) that will be used by Computershare to authenticate that Instructions received in the name of the Undersigned are, in fact, authorized by the Undersigned.
2. Use of Security Procedure to Confirm Instructions: When Computershare receives an Instruction in the name of the Undersigned, Computershare shall confirm that the Instruction is authorized by the Undersigned by means of the security procedure set forth in this Agreement (see Section 9 below).
3. Revisions and Rescissions: The security procedure specified in this Agreement may be revised or rescinded only by a writing signed by an authorized representative of the Undersigned. Such revisions or rescissions shall be effective only after actual receipt by Computershare and following such period of time as may be necessary to afford Computershare a reasonable opportunity to act on it. If a written notice of a revision or rescission is delivered to Computershare by a person that is a successor-in-interest to the Undersigned, such document shall be accompanied by additional documentation satisfactory to Computershare showing that such person has succeeded to the rights and responsibilities of the Undersigned under the applicable governing documents related to the Transaction.
4. Inability to Confirm Instructions: The Undersigned understands that Computershare's inability to confirm an Instruction pursuant to the security procedure selected by the Undersigned may result in a delay or failure to act on that Instruction, and the Undersigned agrees that Computershare need not treat an Instruction as having been received until Computershare has authenticated it pursuant to the agreed upon security procedure.
5. Determination of Security Procedure Suitability: The Undersigned has reviewed each of the security procedures identified in this Agreement and has determined that the option checked in Section 9 of this Agreement best meets its requirements given the size, type and frequency of the Instructions it will issue to Computershare. By selecting the security procedure specified in Section 9 of this Agreement, the Undersigned

acknowledges that it has elected to not use the other security procedures described below and agrees to be bound by any Instruction, whether or not authorized, issued in its name and accepted by Computershare in compliance with the particular security procedure chosen by the Undersigned.

6. Notice - Security Procedure Not Used to Detect Errors; Reliance on Numbers: The security procedure selected by the Undersigned will not be used to detect errors in the Instructions given by the Undersigned. If an Instruction describes the beneficiary of the payment inaccurately by name and/or account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If an Instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that the Undersigned take such steps as it deems prudent to ensure that there are no such inconsistencies in the Instructions it sends to Computershare.
7. Persons Authorized to Instruct Computershare: The following persons are authorized by the Undersigned to provide Instructions to Computershare regarding the disbursement of funds in the manner authorized by the Transaction governing documents:

Name	Title	Phone number	Email address	Specimen signature

8. Persons Authorized to Confirm Instructions: The following persons are authorized by the Undersigned to confirm Instructions to Computershare regarding the disbursement of funds:

Name	Title	Phone number	Email address

9. Security Procedure:

Select one option –

☐ Confirmation by telephone call-back. Computershare shall confirm Instructions by telephone call-back to a person at the telephone number designated in Section 8 above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8 above.

☐ (Select box, if applicable) If Computershare is unable to obtain confirmation by telephone call-back, Computershare may, at its discretion, confirm by email, as described in "Confirmation by email" below.

☐ Confirmation by email. Computershare shall confirm Instructions by email to a person at the email address specified for such person in Section 8 above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8 above. The Undersigned understands the risks associated with communicating sensitive matters, including time sensitive matters, by email. The Undersigned further acknowledges that Instructions and data sent by email may be less confidential or secure than Instructions or data transmitted by other methods. Computershare shall not be liable for any loss of the confidentiality of Instructions and data prior to receipt by Computershare.

☐ (Select box, if applicable) If Computershare is unable to obtain confirmation by email, Computershare may, at its discretion, confirm by telephone callback, as described in "Confirmation by telephone call -back" above.

The Undersigned understands and agrees that Computershare cannot determine the identity of the actual sender of such Instructions and that Computershare shall conclusively presume that directions that purport to have been sent by the officers listed in this Agreement (as amended) (each an "Authorized Officer") have been sent by such Authorized Officer. Computershare shall not be responsible or liable for any losses, costs or expenses arising directly or indirectly from Computershare's reliance upon and compliance with such Instructions. The Undersigned agrees: (i) to assume all risk and liability arising out of the use of any of the following communication methods: (a) telephone, (b) e-mail, (c) secure electronic transmission, (d) electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by Computershare, or (e) another method or system specified by the Computershare as available for use in connection with its services hereunder to submit Instructions to Computershare, including without limitation the risk of Computershare acting on unauthorized Instructions, and the risk of interception and misuse by third parties; including but not limited to, a third party using the likeness or false identity of an Authorized Officer to provide Instructions to Computershare; (ii) that the Undersigned is fully informed of the protections and risks associated with the various methods of transmitting Instructions to Computershare and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Undersigned; (iii) that the security procedures to be followed in connection with its transmission of Instructions provide to it only a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify Computershare in writing immediately upon learning of any compromise or unauthorized use of the security procedures.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Authorized Signers and Security Procedure Agreement to be executed as of the date first written above and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on this date, duly authorized by all necessary and appropriate corporate action to execute this Authorized Signers and Security Procedure Agreement. The individual signing below on behalf of the Undersigned and any authorized signer identified in Part I above may approve additions to and removals from this Authorized Signers and Security Procedure Agreement. Computershare may accept such changes without further investigation as long as purporting to be signed by the person identified below or an authorized signer identified in Part I above.

Agreed to and accepted by:

Florida Partners, LLC

By: _____x

Name:

Title:

Date:

Agreed to and accepted by:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION

Solely in its capacity as set forth in the applicable Agreement

By: _____x

Name:

Title:

Date:

EXHIBIT C

FEES OF ESCROW AGENT

Computershare Corporate Trust schedule of fees to provide escrow agent services

19 February 2026

Computershare

Schedule of Fees

To provide escrow agent services

Card House LLC (Fronton Holdings LLC)

Performance Guarantee Escrow Account

Approximate size: $2 million

Acceptance Fee	Waived

A one-time fee for our initial review of governing documents, account set-up, and customary duties and responsibilities related to the closing. This fee is payable at execution of this agreement.

Annual Administration Fee	$3,500

An annual fee for customary administrative services provided by the escrow agent, including daily routine account management, cash management transactions processing (including wire and check processing), disbursement of funds in accordance with the agreement, tax reporting for one entity, and providing account statements to the parties. The administration fee is payable annually in advance per escrow agreement established. The first installment of the administrative fee is payable at execution of this agreement.

Out-of-Pocket Expenses	At cost

Out-of-pocket expenses will be billed at cost at the sole discretion of Computershare.

Extraordinary Services	Standard rate

The charges for performing services not contemplated at the time of execution of the governing documents or not specifically covered elsewhere in this schedule will be at Computershare's rates for such services in effect at the time the activity occurs. Agreement amendments and the review of complex tax forms, including by way of example but not limited to, IRS Form W-8IMY, may be considered extraordinary services.

Assumptions

This proposal is based upon the below assumptions with respect to the role of escrow agent.

- Number of escrow accounts to be established: 1
- Amount of escrow account: $2 million
- Term of escrow account: 60 days
- Number of tax reporting parties: 1
- Number of parties to the transaction: 3
- Number of cash transactions (deposits or disbursements): 2 deposits / 5 disbursements
- Fees quoted assume all transaction account balances will be invested in select Computershare Trust Company, N.A. deposit options.
- Disbursements shall be made only to the parties specified in the agreement. Any payments to other parties are at the sole discretion and subject to the requirements of Computershare and shall be considered extraordinary services.

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- Computershare reserves the right in its sole discretion to impose a deposit sweep fee on the average balance in the accounts over the preceding month. This balance will be calculated on interest bearing deposits and non-interest bearing deposits held with Computershare Trust Company, N.A. subject to contractual arrangements.

Terms and Conditions

- The recipient acknowledges and agrees that this proposal does not commit or bind Computershare to enter into a contract or any other business arrangement, and that acceptance of the appointment described in this proposal is expressly conditioned on all the following:
  - Compliance with the requirements of the USA Patriot Act of 2001, described below
  - Satisfactory completion of Computershare's internal account acceptance procedures
  - Computershare's review of all applicable governing documents and its confirmation that all terms and conditions pertaining to its role are satisfactory to it
  - Execution of the governing documents by all applicable parties.
- Should this transaction fail to close or if Computershare determines not to participate in the transaction, any acceptance fee and any legal fees and expenses shall be due and payable.
- Legal counsel fees and expenses, any acceptance fee and any first year annual administrative fee are payable at execution of this agreement.
- Any annual fee covers a full year or any part thereof and will not be prorated or refunded in a year of early termination.
- Should any of the assumptions, duties or responsibilities of Computershare change, Computershare reserves the right to affirm, modify, or rescind this proposal.
- The fees described in this proposal are subject to periodic review and adjustment by Computershare.
- Invoices outstanding for over 30 days are subject to a 1.5% per month late payment penalty.
- This fee proposal is good for 90 days.

Important Information about Identifying Our Customer

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or other entity recognized as a legal person) for whom we open an account.

What this means for you: Before we open an account, Computershare asks for your name, address, date of birth (for individuals), TIN or EIN or other information that allows for identification of you or your company. For individuals, this could mean providing a Social Security number. For a corporation, partnership, trust, estate, or other entity recognized as a legal person, this could mean identifying documents such as a Certificate of Formation from the issuing state agency.

Statement of Confidentiality

All of the information contained in or related to this fee proposal is confidential and proprietary to Computershare (the "Confidential Information"). The recipient(s) of any Confidential Information acknowledges and agrees that such information shall be held in strict confidence and shall not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of Computershare's qualifications for the applicable roles described without the prior written consent of Computershare.

Electronic Articles of Organization
For
Florida Limited Liability Company

L25000564175
FILED 8:00 AM
December 17, 2025
Sec. Of State
dsultana

Article I

The name of the Limited Liability Company is:

FLORIDA PARTNERS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6666 S. US HIGHWAY 1
PORT ST. LUCIE, FL. 34952

The mailing address of the Limited Liability Company is:

6666 S. US HIGHWAY 1
PORT ST. LUCIE, FL. 34952

Article III

The name and Florida street address of the registered agent is:

PARACORP INCORPORATED
155 OFFICE PLAZA DRIVE, 1ST FLOOR
TALLAHASSEE, FL. 32303

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: TIFFANY BRYDEN

Article IV

L25000564175
FILED 8:00 AM
December 17, 2025
Sec. Of State
dsultana

The name and address of person(s) authorized to manage LLC:

Title: AMBR
FLORIDA PARTNERS HOLDINGS, LLC
6666 S. US HIGHWAY 1
PORT ST. LUCIE, FL. 34952

Signature of member or an authorized representative

Electronic Signature: DAVID CREWS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

EXHIBIT 3

Ultimate Equitable Owner

Name	Address	% of Ownership
David Crews	534 Kirkwood Drive Dallas, TX 75218	100%

Officer

Name	Address	Position
David Crews	534 Kirkwood Drive Dallas, TX 75218	CEO

EXHIBIT 4

Occupational & Professional Licenses

Name	License Type and State	License Number	Any Administrative Proceedings?	Information re Administrative Proceedings
Brittany Rae Crews (spouse)	Real Estate Agent (TX)	800525	No	N/A
Brittany Rae Crews (spouse)	Real Estate Agent (GA)	362487	No	N/A
Brittany Rae Crews (spouse)	Commercial Pilot License	4192683	No	N/A

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

www.flgaming.gov

If you have any questions or need assistance in completing this form, please contact the Florida Gaming control Commission, Division of Pari-Mutuel Wagering, at 850.794.8139.

INSTRUCTIONS

This form is to be completed by all officers, directors, and persons holding an ownership interest in the permit applicant, and should be completed in conjunction with Form FGCC PMW-3010 – Permit Application.

PERSONAL INFORMATION

Social Security Number* [redacted]	Citizenship US
Last Name Crews	First Michael / Middle David / Title / Suffix
Maiden Name	
Pseudonym (Alias, Nicknames, etc.) David	
Birth Date (MM/DD/YYYY) [redacted]	Place of Birth Bury St Edmunds, UK
Gender: Male ☑ Female ☐	Race/Ethnicity: White ☑ Black ☐ Asian ☐ Hispanic ☐ Native American ☐ Other ☐
Eye Color Brown / Hair Color Black	Height 5' 10" / Weight 170

MAILING ADDRESS

Street Address or P.O. Box 534 Kirkwood Dr		
City Dallas	State TX	Zip Code (+4 optional) 75218
County (if Florida address)	Country US	

CONTACT INFORMATION

Primary Phone Number [redacted]	Primary E-Mail Address [redacted]

RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)

Street Address		
City	State	Zip Code (+4 optional)
County (if Florida address)	Country	

*Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless specifically required by Federal statute. In this instance, disclosure of Social Security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654, and Sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all occupational license applications and are used for licensee identification purposes pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub L. 193, Sec. 317.

BUSINESS ADDRESS

Employer Name: Amazon		
Position: Cyber security Engineer		
Street Address: 13455 Noel Rd		
Galleria Tower 2 14th Floor		
City: Dallas	State: TX	Zip Code (+4 optional): 75240
County (if Florida address):	Country: US	
Business Telephone:	Business E-Mail Address: [redacted]	

ADDITIONAL CONTACT INFORMATION (OPTIONAL)

Alternate Phone Number:	Fax Number:
Alternate E-Mail Address:	

LIVING RELATIVES

MOTHER

Last Name: McKenzie	First: Virginia	Middle: Ava	Title:	Suffix:
Maiden Name: Dowson	Birth Date (MM/DD/YYYY): [redacted]	Place of Birth: Thomaston GA		

PRIMARY ADDRESS

Street Address or P.O. Box: 1308 Nickel Oak Bend		
City: McDonough	State: GA	Zip Code (+4 optional): 30252
County (if Florida address):	Country: US	

FATHER

Last Name: Crews	First: Michael	Middle: Edward	Title:	Suffix:
Birth Date (MM/DD/YYYY): 01/08/1958	Place of Birth: Thomaston, GA			

PRIMARY ADDRESS

Street Address or P.O. Box: Deceased		
City:	State:	Zip Code (+4 optional):
County (if Florida address):	Country:	

SIBLING				
Last Name Crews	First Benjamin	Middle Russell	Title	Suffix
PRIMARY ADDRESS				
Street Address or P.O. Box 1214 Smooth Stone Trail				
City Huntsville	State AL	Zip Code (+4 optional) 35806		
County (if Florida address)	Country US			

SIBLING				
Last Name Fox	First Katherine	Middle Elizabeth	Title	Suffix
PRIMARY ADDRESS				
Street Address or P.O. Box 717 Creekridge Ct				
City Temple	State GA	Zip Code (+4 optional) 30179		
County (if Florida address)	Country US			

SIBLING				
Last Name Crews	First Jonathan	Middle Daniel	Title	Suffix
PRIMARY ADDRESS				
Street Address or P.O. Box 12 Royal Lake CT SE				
City Cartersville	State GA	Zip Code (+4 optional) 30120		
County (if Florida address)	Country US			

SPOUSES/EX-SPOUSES				
Last Name Crews	First Brittany	Middle Rae	Title	Suffix
Maiden Name Reed	Birth Date (MM/DD/YYYY) [redacted]	Place of Birth		
PRIMARY ADDRESS				
Street Address or P.O. Box 534 Kirkwood Dr				
City Dallas	State TX	Zip Code (+4 optional) 75218		
County (if Florida address)	Country US			

SON/DAUGHTER
[redacted]
Sec. 23, Art. I, Fla. Const.

SON/DAUGHTER
[redacted]
Sec. 23, Art. I, Fla. Const.

RELATIVES IN PARI-MUTUEL WAGERING RELATED OCCUPATIONS				
1. Last Name	First	Middle	Title	Suffix
Position	Track/Fronton			
Street Address or P.O. Box				
N/A				
City	State	Zip Code (+4 optional)		
2. Last Name	First	Middle	Title	Suffix
Position	Track/Fronton			
Street Address or P.O. Box				
City	State	Zip Code (+4 optional)		
N/A				
3. Last Name	First	Middle	Title	Suffix
Position	Track/Fronton			
Street Address or P O Box				
City	State	Zip Code (+4 optional)		

RELATIVES IN PARI-MUTUEL WAGERING RELATED OCCUPATIONS (CONT'D)				
4. Last Name	First	Middle	Title	Suffix
Position		Track/Fronton		
Street Address or P.O. Box N/A				
City		State	Zip Code (+4 optional)	

CRIMINAL HISTORY		
Have you ever been convicted of any of the following? (check all that apply – if yes, explain below)		
☐ Bookmaking	☐ Felony	
1. Date	County	State
Charge	Disposition	
2. Date N/A	County	State
Charge	Disposition	
3. Date	County	State
Charge	Disposition	

PREVIOUS RESIDENCES (LAST 20 YEARS OR AGE 18, WHICHEVER IS LESS)		
1. From 2/2019	To Current	
Street Address 534 Kirkwood Dr		
City Dallas	State TX	Zip Code (+4 optional) 75218
County (if Florida address)	Country US	
2. From 10/2013	To 2/2019	
Street Address 560 Heathmoor Dr		
City McDonough	State GA	Zip Code (+4 optional) 30252
County (if Florida address)	Country	
3. From 2011	To 10/2013	
Street Address 143 Ericson St		
City Atlanta	State GA	Zip Code 30317
County (if Florida address)	Country US	

EMPLOYMENT HISTORY (SINCE AGE 21 – INCLUDING GOVERNMENT AND/OR MILITARY SERVICE)		
1. From 7/2019	To Current	
Employer/Military Branch Amazon		
City Dallas	State TX	Position Cybersecurity
2. From 5/2019	To 7/2019	
Employer/Military Branch Mataclor Networks		
City McKinney	State TX	Position IT
3. From 2/2019	To 5/2019	
Employer/Military Branch North Texas Toll Authority		
City Dallas	State TX	Position IT
4. From 5/2019	To 5/2019	
Employer/Military Branch TEK Systems		
City Carrollton	State Tx	Position Temp-IT
5. From 6/2008	To 1/2019	
Employer/Military Branch Dekalb County Police Department		
City Decatur	State GA	Position Police office Detective
6. From 8/2004	To 8/2012	
Employer/Military Branch United States Army Reserves		
City Ft. Gordon	State GA	Position Communication Soldier

7. 2006 - 2006 - Sumner Brothers, Statesboro GA - Grounds keeper
8. 2006 - 2006 - Talons Lake, Statesboro GA - Groundskeeper
9. 2005 - 2005 - Coastal Property, Statesboro GA - Groundskeeper
10. 2005 - 2005 - Stalvey Properties, Statesboro, GA - Groundkeeper

} Landscaping same place multiple owners

11. 2005 - 2005 - Ruby Tuesdays, Savannah, GA - Cook
12. 2003 - 2004 - Bulloch County Sheriff, Statesboro, GA - Jail officer

INVESTMENTS IN GAMBLING ENTERPRISES		
1. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
2. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
3. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
4. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
5. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
6. Business Organization		Percentage Ownership
Street Address or P.O. Box		
City	State	Zip Code (+4 optional)

SOURCES OF INCOME OTHER THAN THOSE PREVIOUSLY LISTED
1.
2.
3.
4.
5.
6.

BANKING
[redacted]
Section 119.071(5)(b), Fla. Stat.
[redacted]

PERSONAL REFERENCES (OTHER THAN RELATIVES)		
1. Full Name of Person Bobby Rodriguez		Telephone Number 214-497-3515
Street Address or P.O. Box 535 Kirkwood Dr		
City Dallas	State Tx	Zip Code (+4 optional) 75218
2. Full Name of Person Jason Cates		Telephone Number
Street Address or P.O. Box 552 Agua Drive		
City Dallas	State Tx	Zip Code (+4 optional) 75218
3. Full Name of Person Patrick Cigule		Telephone Number
Street Address or P.O. Box 803 Surrey Ln		
City Grapevine	State TX	Zip Code (+4 optional) 76051

ATTEST STATEMENT	
Statement: I, the undersigned, understand that the foregoing information is being provided to the Division of Pari-Mutuel Wagering pursuant to section 550.054, Florida Statutes. Furthermore, I certify that the information provided herein is true, complete, and correct to the best of my knowledge subject to penalties under section 837.06, Florida Statutes.	
Subscriber Signature Michael [illegible]	Date 3/10/26

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.flgaming.gov

APPLICATION CHECKLIST – IMPORTANT – Submit all items on the checklist below with your application to ensure faster processing.

ALL License Applicants must submit:

- ☐ Completed Application – Print clearly and complete all sections that are not optional in black or blue ink.
- ☐ Provide Identification

Provide a copy of one of the items listed below:
- US Passport
- Certificate of US Citizenship or Naturalization
- Permanent Resident Card
- Birth Certificate (Certified Copy)
- Driver's License

OR, Provide a copy of two of the items below:
- Military ID Card
- Student ID Card
- Country ID Card
- Foreign Passport
- Government Issued Credential
- Immigration ID Card
- Employment Authorization Care

- ☐ Additional Pages – If necessary to respond to any application questions.
- ☐ Supporting Legal Documentation – If needed to respond to background information questions in application.

SUBMIT ONE THREE (3) YEAR LICENSING FEE: * does not include fingerprint fee

☐	Pari-Mutuel General Occupational License - $15.00*	ORI FL925184Z
☐	Pari-Mutuel Professional Occupational License - $80.00*	ORI FL925184Z
☐	Cardroom Employee Occupational License - $100.00*	ORI FL925186Z

SUBMIT ONE FINGERPRINT OPTION:

☐ Electronic Fingerprints: Electronic fingerprints must be submitted to the Commission through a law enforcement agency or an FDLE approved Livescan Service Provider. Submit electronic fingerprints with above ORI number.

IMPORTANT: Electronic fingerprint processing fees must be paid directly to the law enforcement agency or FDLE approved Livescan Service Provider.

☐ Fingerprint Card: Fingerprint cards (FD-258) can be mailed to applicants upon request by contacting the Commission at the address or phone number below. Completed fingerprint cards must be mailed to the division with your application.

IMPORTANT: Fingerprint card processing fees must be paid to the Commission. Visit our website or contact us for the current fee amount.

☐ Fingerprint Resubmission for Renewal Applicants: Applicants timely renewing need only provide the Commission a fingerprint resubmission processing fee.

IMPORTANT: Timely submission of renewals must occur within one year of the expiration of applicant's license.

Please mail your completed application, documentation and required fee(s) to:
Florida Gaming Control Commission
Pari-Mutuel Wagering, Licensing Section
4070 Esplanade Way, Suite 250, Tallahassee, Florida 32399
Phone: 850. 794. 8130

Florida Gaming Control Commission, Division of Pari-Mutuel Wagering
FGCC PMW-3120 – Individual Occupational License Application

Instructions: Please review this application thoroughly and complete all sections that pertain to you and are not marked optional. Print clearly in black or blue ink. Do not write in the space labeled **"For Division Use Only."**

DEMOGRAPHIC INFORMATION

Social Security Number or Authorization to Work Number	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☑ Male ☐ Female

Last Name	First	Middle	Suffix
Crews	Michael	David	

Have you used, been known as, or called by another name (example – maiden name, pseudonym, nickname) or alias other than the name used on the application? ☐ Yes ☑ No

If yes, list the name or names used: _____

Race/Ethnicity (optional)
☐ Black or African American ☐ Asian or Pacific Islander ☐ Native American or Alaskan Native
☑ White or Caucasian ☐ Hispanic/Latino ☐ Other

Have you, within the previous 2 years, been employed with the commission? ☐ Yes ☑ No
Are you a United States citizen? ☑ Yes ☐ No, provide the name of the country of which you are a citizen: _____
Are you authorized to be in the United States? ☑ Yes ☐ No; If yes, Attach documentation.

Current Mailing Address	Email Address
534 Kirkwood Dr	[redacted]

City	State	Zip Code (+4 optional)	Country, if other than USA
Dallas	TX	75218	

Primary Phone Number	Secondary/Cell Phone Number (optional)
[redacted]	

Current Street Address
534 Kirkwood Dr

City	State	Zip Code (+4 optional)	Country, if other than USA
Dallas	TX	75218	

Type of Occupational License applying for: ☐ General Individual ☑ Professional Individual ☐ Cardroom Employee

Occupation: Owner

Facility where employed and/or doing business:

Employer Name: _____

Does your position require access to the Cardroom? ☑ Yes ☐ No

Is this your first time applying for a racing/gaming license in Florida? ☑ Yes ☐ No

Are you a Supervisor, Manager, or Shareholder of a pari-mutuel permitholder? ☐ Yes ☑ No

Do you own or lease animals intended for racing in Florida? ☑ No ☐ Yes, complete the following:

Stable Name or Business Name _____

Trainer Name (horse racing only) _____

TO BE COMPLETED BY DOCTORS, VETERINARIANS, NURSES, PARAMEDICS, AND EMTS ONLY

Type of professional license (attach a copy of Florida professional license):	Florida License Number

FOR DIVISION USE ONLY

License Code_____ **License #**_____ **File #**_____ **App #**_____

Association Code_____ **Date Received**_____ **Entered By**_____ **License Year**_____

License Fee_____ **FP Date**_____ **FP Fee**_____ **Total Fee**_____

☐ **Off Temp** ☐ **Waiver Requested** ☐ **ARCI** ☐ **Enforcement** ☐ **Minor**

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NEEDED)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, conspiracy to defraud, or filing false reports to a government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☐ Yes ☑ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions listed must be submitted with this application and you must list the details in the section provided below.

DATE OF DISPOSITION	COUNTY	STATE	OFFENSE	MISDEMEANOR OR FELONY?	SENTENCE

☐ Yes ☑ No	Have you ever had a racing/gaming license suspended, revoked, or denied in this or any other state or country? If yes, you must list the details in the section provided below.
☐ Yes ☑ No	Is any racing or gaming license you hold currently suspended or subject to other discipline, such as an unpaid fine? If yes, you must list the state(s) or jurisdiction(s) of licensure and give details of the offense and discipline.
☐ Yes ☑ No	Have you ever had a racing/gaming license subject to a provisional suspension or period of ineligibility by the federal Horseracing Integrity and Safety Authority, or another such authority designated by the Federal Trade Commission.

If you answered yes to any of the questions above, provide details here:

PLEASE READ AND SIGN BELOW

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless specifically required by Federal Statute. In this instance, disclosure of Social Security numbers is mandatory pursuant to Title 42, United States Code, Sections 653, 654; and Sections 409.2577 and 409.2598, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all occupational license applications and are used for licensee identification purposes pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L. 193, Sec. 317.

I hereby authorize the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I am able to obtain a national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), Sections 16.30-16.34. I understand that my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for obtaining a change, correction, or updating of the FDLE or FBI criminal history are set forth in F.S. 943.056 and Title 28, CFR, Section 16.34. I may obtain a prompt determination as to the validity of my challenge before the Division makes a final determination about my status as a licensee. A copy of the Noncriminal Justice Applicant's Privacy Rights is available on the Division's website.

Each application for a license or renewal of a license issued by the Florida Gaming Control Commission shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

Under penalties of perjury, I declare that I have read the foregoing application and the facts contained in this application are true and complete. I understand that falsification of any information on this application may result in administrative action, including fines up to $1,000, denial, suspension or revocation of the license. I agree to abide by and obey all rules and regulations of the Florida Gaming Control Commission and the laws of the State of Florida, pursuant to Section 550.105, Florida Statutes.

Michael [illegible]
Signature of Applicant

3/10/26
Date

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.flgaming.gov

PERSONAL INFORMATION

Social Security Number/Federal Employer ID Number [redacted]

IF INDIVIDUAL APPLICANT, PLEASE COMPLETE THE FOLLOWING SECTION

Last Name Crews First Michael Middle David Title Suffix

Birth Date (MM/DD/YYYY) [redacted]

IF BUSINESS APPLICANT, PLEASE COMPLETE THE FOLLOWING SECTION

Representative's Name Last First Middle Title Suffix

Permitholder Name

Official Capacity

ATTEST STATEMENT

I. Michael David Crews, do hereby instruct all law enforcement
(name of applicant/representative)
or criminal justice agencies, present and former employers or institutions with whom I or my businesses have a present or past business relationship, as well as all present or past social associates to release all requested information to the bearer of this release form, who is an authorized representative of the State of Florida, Florida Gaming Control Commission.

I further authorize any individual, agency, corporation, or other entity to release any and all information requested by the bearer of this release form with respect to myself or my business. Additionally, I do release such individuals or entities from any and all liability due to the release of information requested.

Michael David Crews
(if individual applicant - legal name and any nickname or alias in parentheses)

Applicant/Representative Signature: [signature] Date: 3/10/26

NOTARIZATION

The foregoing application was sworn to and subscribed before me this 16 Day of March 20 26

by Michael David Crews, [signature]
Type or print name of applicant Signature of applicant

who is personally known to me or who has produced the following as identification.

Texas Drivers License
Type of identification

JOSE GONZALES
Notary ID #132745092
My Commission Expires
October 23 2028

Signature of person taking acknowledgement
Notary Seal
(Rubber Stamp and Expiration)

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.fgcc.fl.gov

Please provide information on the partners, managers, officers, or directors for your business entity below.

ORGANIZATION NAME	
Name of Organization: Florida Partners LLC	Permit #
D/B/A or Trade Name	

LIMITED LIABILITY CORPORATION QUESTIONS
If your corporation is a limited liability corporation (LLC), is the corporation member managed or manager managed? You can check your Articles of Incorporation for this information.
Member Managed ☑ Manager Managed ☐

Please list below all Officers, Directors, Managers, and/or Shareholders with 5 percent or more interest in the business:

Attach additional sheets as necessary.

MANAGEMENT INFORMATION				
Last Name: Crews	First: Michael	Middle: David	Title	Suffix
Office Held: Owner	License #	Percentage of Ownership: 100%		
RESIDENCE ADDRESS				
Street Address or P.O. Box: 534 Kirkwood Dr				
City: Dallas	State: TX	Zip Code (+4 optional): 75218		
County (if Florida address)	Country: US			

MANAGEMENT INFORMATION				
Last Name	First	Middle	Title	Suffix
Office Held	License #	Percentage of Ownership		
RESIDENCE ADDRESS				
Street Address or P.O. Box				
City	State	Zip Code (+4 optional)		
County (if Florida address)	Country			

 Initial: MP

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix

Office Held	License #	Percentage of Ownership

RESIDENCE ADDRESS

Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
County (if Florida address)	Country	

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix

Office Held	License #	Percentage of Ownership

RESIDENCE ADDRESS

Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
County (if Florida address)	Country	

MANAGEMENT INFORMATION

Last Name	First	Middle	Title	Suffix

Office Held	License #	Percentage of Ownership

RESIDENCE ADDRESS

Street Address or P.O. Box		
City	State	Zip Code (+4 optional)
County (if Florida address)	Country	

OATH

I swear or affirm that the information provided in this application is true and complete. I understand that knowingly providing false information on this application could subject the applicant to criminal penalties relating to perjury or other offenses.

Michael David Crews	Owner	[signature]	3/16/26
Name (Please Print)	Title (Please Print)	Signature	Date

State of ~~Florida~~ Texas
County of Dallas
Sworn to (or affirmed) and subscribed before me this 16th day of March, 2026,
Michael David Crews, who is personally known to me or produced the following as identification:
Texas Drivers License.

[signature]
Notary Public
My Commission Expires: 10/23/2028

JOSE GONZALES
Notary ID #132745092
My Commission Expires
October 23, 2028

Jamie Pouncey

From: T.J. Morton <tj@lockwoodlawfirm.com>
Sent: Thursday, March 26, 2026 3:28 PM
To: Jamie Pouncey
Cc: Elina Valentine; Joe Dillmore; John Lockwood; Craig Simpson; Christian Bax
Subject: Correspondence relating to Card House Port St. Lucie - Email 2 of 2
Attachments: Exhibit 7 - Organizational Chart.pdf; Exhibit 8 - Lease.PDF; Exhibit 9 - Business Plan.pdf; Letter to FGCC re Transfer of Permit_Redacted.pdf; Exhibit 1 - Asset Purchase Agreement (Executed)_Redacted.pdf; Exhibit 2 - Articles of Incorporation_Redacted.pdf; Exhibit 3 - Owner and Officer_Redacted.pdf; Exhibit 4 - Professional Licenses_Redacted.pdf; Exhibit 5 - David Crews Forms_Redacted.pdf; Exhibit 6 - Form 3190_Redacted.pdf; Exhibit 7 - Organizational Chart_Redacted.pdf; Exhibit 8 - Lease_Redacted.pdf; Exhibit 9 - Business Plan_Redacted.pdf

TJ Morton
The Lockwood Law Firm
850-284-8769

Confidential and exempt from disclosure pursuant to Sections 119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

Organizational Chart

EXHIBIT 7

[redacted]

Confidential and exempt from disclosure pursuant to
Sections 119.0715, 688.001-688.009,
815.04, and 815.045, Florida Statutes

LEASE FACE PAGE

("Face Page")

LEASE DATE:	AS OF THE 1ST DAY OF SEPTEMBER, 2022
LANDLORD:	ST. LUCIE EMI, LLC, A FLORIDA LIMITED LIABILITY COMPANY; ST. LUCIE MEP, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND ST. LUCIE PPI, LLC, A FLORIDA LIMITED LIABILITY COMPANY; P.O. BOX 17-0938, HIALEAH, FL. 33017 (305) 687-1200.
TENANT:	FRONTON HOLDINGS, LLC, 1750 SOUTH KINGS HIGHWAY, FT PIERCE, FL 34945
PLAZA:	ST. LUCIE SQUARE SHOPPING CENTER.
DEMISED PREMISES:	6666 #2 SOUTH US ONE, PORT ST LUCIE, FL 34952, consisting of approximately 6,000 rentable square feet ("SPACE 6666 #2"), 6666 #2A SOUTH US ONE, PORT ST LUCIE, FL 34952 consisting of approximately 14,681 rentable square feet ("SPACE 6666 #2A"); and 6666 #3 SOUTH US ONE. PORT ST. LUCIE, FL 34952 consisting of approximately 10,267 rentable square feet ("SPACE 6666 #3"), which total Demised Premises consist of an approximate aggregate of 30,948 rentable square feet, all as shown on **Exhibit "A"** attached hereto and made a part hereof
TENANT'S USE:	CARDS, TABLE GAMES AND RELATED ENTERTAINMENT PURPOSES (INCLUDING WITHOUT LIMITATION, SERVING OF ALCOHOLIC BEVERAGES AND FOOD SERVICE, SIMULCAST/ITW, AND ALL OTHER GAMING ACTIVITIES AUTHORIZED BY FLORIDA LAW NOW AND IN THE FUTURE), SEVEN (7) DAYS A WEEK, TWENTY-FOUR (24) HOURS PER DAY, SUBJECT TO ZONING AND REGULATORY REQUIREMENTS. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY TIME AFTER THE LEASE DATE (I) ALL OR ANY PORTION OF TENANT'S USE IS NOT PERMITTED BY LAW, WHETHER DUE TO NON-CONFORMING STATUS OF SUCH USE, CASUALTY OR OTHERWISE, (II) ANY MORATORIUM IS IN EFFECT SHALL PREVENT TENANT'S USE, OR (III) ANY MUNICIPAL, STATE OR FEDERAL LAW, STATUTE, ORDINANCE, RULE OR REGULATION SHALL BE ENACTED OR MODIFIED DURING THE TERM (AS MAY BE EXTENDED HEREUNDER, WHICH SHALL PROHIBIT TENANT, ITS SUCCESSORS OR ASSIGNS, FROM OPERATING AT THE DEMISED PREMISES FOR TENANT'S USE, THEN TENANT SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE UPON PROVIDING WRITTEN NOTICE TO LANDLORD OF NOT LESS THAN ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE THAT TENANT IS REQUIRED TO CEASE OPERATING OR HAS LOST THE RIGHT TO OPERATE FOR TENANT'S USE OR THE DATE OF THE ENACTED OR MODIFIED LEGISLATION, LAW, STATUTE, ORDINANCE OR RULE, AND SIMULTANEOUSLY THEREWITH PAY TO LANDLORD A TERMINATION FEE IN AN AMOUNT EQUAL TO THE AMOUNT OF RENT SCHEDULED TO BE PAID BY TENANT TO LANDLORD FOR THE TWELVE MONTH PERIOD BEGINNING WITH THE FIRST DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH THE TENANT PROVIDES ITS WRITTEN NOTICE. WHEREUPON TENANT SHALL VACATE THE DEMISED PREMISES ON OR BEFORE MIDNIGHT ON THE DATE THAT TENANT HAS PROVIDED THE WRITTEN NOTICE AND THEN THIS LEASE SHALL TERMINATE, BE NULL AND VOID, AND THE PARTIES SHALL BE RELIEVED OF ALL FURTHER OBLIGATIONS HEREUNDER WITH THE EXCEPTION OF THE PARTIES' OBLIGATIONS WITHIN THIS LEASE THAT SURVIVE ITS TERMINATION.
TERM:	THE LEASE DATE (I.E. SEPTEMBER 1, 2022) THROUGH DECEMBER 31, 2027.

ek

RENT COMMENCEMENT DATE: FOR (I) SPACE 6666 #2, THE RENT COMMENCEMENT DATE IS JULY 1, 2023 (II) SPACE 6666 #2A, THE RENT COMMENCEMENT DATE IS TARGETED TO BE JUNE 1, 2023. AND (III) SPACE 6666 #3, THE TARGETED RENT COMMENCEMENT DATE IS JANUARY 1, 2023.

RENT ADJUSTMENT: THREE PERCENT (3%) ANNUALLY, BEGINNING ON JANUARY 1, 2024

RENTAL ADJUSTMENT DATE: JANUARY 1, 2024 AND ANNUALLY THEREAFTER ON THE ANNIVERSARY OF THE FIRST RENTAL ADJUSTMENT DATE

RENEWAL OPTIONS: TENANT SHALL HAVE THREE (3) CONSECUTIVE OPTIONS TO RENEW THE TERM OF THIS LEASE FOR FIVE (5) YEARS EACH AS PROVIDED IN SECTION 35 HEREIN.

POSSESSION OF SPACE 6666 #2A SHALL BE DELIVERED TO TENANT UPON EXECUTION OF THIS LEASE.

SPACE 6666 #2 IS OCCUPIED ON A MONTH TO MONTH BASIS BY ANOTHER TENANT. SHOULD THIS LEASE BE FULLY EXECUTED PRIOR TO SEPTEMBER 15, 2022, THEN ON OR BEFORE SEPTEMBER 15, 2022, LANDLORD SHALL SERVE CURRENT TENANT WITH WRITTEN NOTICE OF TERMINATION OF SUCH LEASE AND SHALL USE ITS BEST EFFORTS TO DELIVER POSSESSION OF SPACE 6666 #2 TO TENANT ON/OR BEFORE OCTOBER 1, 2022. IN THE EVENT THAT LANDLORD, USING COMMERCIALLY REASONABLE EFFORTS CANNOT DELIVER SPACE 6666 #2 TO TENANT ON OR BEFORE OCTOBER 1, 2022, SPACE 6666 #2 SHALL BE DELIVERED TO TENANT AS SOON THEREAFTER AS LANDLORD, USING COMMERCIALLY REASONABLE EFFORTS TO DO SO CAN DELIVER SPACE 6666 #2 TO TENANT. IN SUCH EVENT, THE RENT COMMENCEMENT DATE FOR SPACE 6666 #2 SHALL BE POSTPONED TO THE DATE THAT IS NINE (9) MONTHS FROM THE DATE THAT LANDLORD DELIVERS POSSESSION OF SPACE 6666 #2 TO TENANT.

SPACE 6666 #3 IS LEASED THROUGH DECEMBER 31, 2022. LANDLORD SHALL NOTIFY THE EXISTING TENANT OF ITS INTENTION TO NOT RENEW THE LEASE WITHIN SEVEN (7) BUSINESS DAYS AFTER THE LEASE DATE AND LANDLORD SHALL USE ITS BEST EFFORTS TO DELIVER POSSESSION OF SPACE 6666 #3 TO TENANT ON/OR BEFORE JANUARY 1, 2023. IN THE EVENT THAT LANDLORD USING COMMERCIALLY REASONABLE EFFORTS CANNOT DELIVER SPACE 6666 #3 TO TENANT ON OR BEFORE JANUARY 1, 2023, SPACE 6666 #3 SHALL BE DELIVERED TO TENANT AS SOON THEREAFTER AS LANDLORD, USING COMMERCIALLY REASONABLE EFFORTS TO DO SO CAN DELIVER SPACE 6666 #3 TO TENANT. IN SUCH EVENT, THE RENT COMMENCEMENT DATE FOR SPACE 6666 #3 SHALL BE POSTPONED TO THE DATE THAT LANDLORD DELIVERS POSSESSION OF SPACE 6666 #3 TO TENANT.

BASE RENT: BASE RENT FOR (I) SPACE 6666 #2 SHALL BE [redacted] PER MONTH PLUS TAX COMMENCING ON THE RENT COMMENCEMENT DATE (II) SPACE 6666 #2A SHALL BE [redacted] PER MONTH PLUS TAX COMMENCING ON THE RENT COMMENCEMENT DATE, AND (III) SPACE 6666 #3 SHALL BE [redacted] PER MONTH PLUS TAX COMMENCING ON THE RENT COMMENCEMENT DATE, ALL AS SET FORTH ON THE RENT CHART SET FORTH ON EXHIBIT G ATTACHED HERETO AND MADE A PART HEREOF. IF THE ACTUAL RENT COMMENCEMENT DATES VARY FROM WHAT IS SHOWN ON EXHIBIT G (DUE TO EXISTING TENANT'S NOT TIMELY VACATING SPACE 6666 #2 AND SPACE 6666 #3) THEN LANDLORD AND TENANT AGREE THAT AFTER THE ENTIRE DEMISED PREMISED HAVE BEEN DELIVERED TO TENANT, LANDLORD AND TENANT WILL UPDATE EXHIBIT G TO REFLECT THE ACTUAL RENT COMMENCEMENT DATE FOR EACH SPACE COMPRISING THE DEMISED PREMISES.

ROOF IMPROVEMENT: TENANT SHALL ON OR BEFORE JANUARY 1, 2023, SUBJECT TO SECTION 30 (FORCE MAJEURE), REPAIR ALL OF THE DAMAGED AND/OR DEFECTIVE PORTIONS OF THE ROOF (THE "ROOF") OVER SPACE 6666, CONSISTING OF UNITS 1, 2, 2A AND 3. TENANT WILL ADD A SILICONE COATING TO THE ROOF

WHICH SILICONE COATING SHALL HAVE A TEN (10) YEAR WARRANTY (THE "ROOF WARRANTY") IN FAVOR OF LANDLORD. TENANT WILL FUND AND MANAGE BOTH THE REPAIR AND THE APPLICATION OF THE SILICONE COATING. SHOULD THE ROOF WARRANTY NOT BE ISSUED IN THE NAME OF THE LANDLORD, THEN IN THAT EVENT TENANT SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE NON-STRUCTURAL PORTIONS OF THE ROOF FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE. TENANT SHALL SPEND A MINIMUM OF [redacted] ON THESE ROOF REPAIRS AND IMPROVEMENTS (THE "ROOF EXPENDITURE") AND WILL PROMPTLY PROVIDE PROOF AND DOCUMENTATION TO LANDLORD SUPPORTING ITS EXPENDITURES. LANDLORD SHALL PROVIDE A FURTHER CREDIT TO TENANT AGAINST BASE RENT IN THE AMOUNT OF THE TENANT'S ROOF EXPENDITURE BUT NOT MORE THAN [redacted] (THE "ROOF CREDIT"). THE ROOF CREDIT SHALL BE APPLIED AGAINST FIFTY (50%) PERCENT OF THE MONTHLY BASE RENT PAYABLE BEGINNING ON THE RENT COMMENCEMENT DATE AND CONTINUING UNTIL THE ROOF CREDIT IS EXHAUSTED. THE PARTIES UNDERSTAND THAT THE FINAL APPLICATION OF THE ROOF CREDIT TOWARDS THE MONTHLY BASE RENT WILL MOST LIKELY BE LESS THAN FIFTY (50%) PERCENT OF THAT MONTH'S BASE RENT AND, CONSEQUENTLY THE ROOF CREDIT SHALL BE APPLIED ONLY TO THE EXTENT REMAINING. NOTWITHSTANDING TENANT'S REPAIR OBLIGATIONS RELATED TO THE ROOF PURSUANT TO THIS SECTION OF THE FACEPAGE, LANDLORD SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF THE ROOF DURING THE ENTIRE TERM OF THIS LEASE, INCLUDING ALL RENEWAL OPTIONS, PROVIDED HOWEVER THAT SHOULD THE ROOF WARRANTY BE ISSUED IN THE NAME OF THE LANDLORD, THEN LANDLORD SHALL BE ENTITLED TO UTILIZE THE ROOF WARRANTY IN CONNECTION WITH THE REPAIR AND MAINTENANCE OF THE ROOF.

SECURITY DEPOSIT: [redacted] IS DUE UPON EXECUTION OF THIS LEASE WHICH FIGURE INCLUDES APPLICABLE STATE SALES TAX AND DISCRETIONARY COUNTY SURTAX

THE HVAC SHALL BE DELIVERED BY LANDLORD IN AS-IS CONDITION.

TENANT SHALL BE RESPONSIBLE FOR PAYMENT OF WATER AND ELECTRIC SERVING ONLY THE DEMISED PREMISES, AND LANDLORD SHALL BE RESPONSIBLE FOR THE PAYMENT OF UTILITIES SERVING THE COMMON AREAS.

LANDLORD SHALL NOT LEASE ANY SPACE IN THE PLAZA TO AN ARCADE, A CASINO, AN INTERNET CAFÉ, OR GAMING BUSINESS, OR ANY OTHER BUSINESS UTILIZING GAMES OF CHANCE OR SKILL OTHER THAN IN SPACES 6676, 6678 AND 6680. LANDLORD SHALL NOT LEASE ANY SPACE IN THE PLAZA TO ANY BUSINESS THAT DERIVES MORE THAN 50% OF ITS GROSS INCOME FROM LIQUOR SALES. ADDITIONALLY, LANDLORD SHALL NOT ENTER INTO ANY NEW LEASE FOR ANY SPACE IN THE PLAZA WITH ANY BUSINESS THAT DERIVES MORE THAN 50% OF ITS GROSS INCOME FROM LIQUOR SALES.

TENANT SHALL PROVIDE AN ACORD FORM INSURANCE CERTIFICATE NAMING LANDLORD AS ADDITIONAL INSURED. IN THE EVENT LANDLORD'S LIABILITY INSURANCE POLICY PREMIUM INCREASES AS A RESULT OF TENANT'S BUSINESS AT THE DEMISED PREMISES, TENANT SHALL REIMBURSE LANDLORD FOR THE AMOUNT OF THE DIFFERENCE IN LANDLORD'S LIABILITY INSURANCE POLICY PREMIUM ATTRIBUTABLE TO TENANT'S BUSINESS, PROVIDED (I) LANDLORD PROVIDES WRITTEN EVIDENCE TO TENANT EVIDENCING THAT ITS LIABILITY INSURANCE POLICY PREMIUM HAS INCREASED AS A RESULT OF TENANT'S BUSINESS AT THE DEMISED PREMISES (E.G. LANDLORD PROVIDES EXISTING LIABILITY INSURANCE POLICY AND PRIOR YEAR'S LIABILITY INSURANCE POLICY, AND NO MATERIAL MODIFICATIONS HAVE OCCURRED BETWEEN SUCH POLICIES), (II) ANY COST INCREASE TO LANDLORD'S LIABILITY INSURANCE POLICY PREMIUM NOT RELATED TO TENANT'S BUSINESS IN THE DEMISED PREMISES (E.G. CPI INCREASES, NORMAL

GB

ANNUAL LIABILITY INSURANCE POLICY COST INCREASES BY LANDLORD'S INSURANCE CARRIER, ETC.) SHALL NOT BE INCLUDED WITHIN THE TENANT'S REIMBURSEMENT OBLIGATION, (III) TENANT'S INSURANCE REIMBURSEMENT OBLIGATION TO LANDLORD, IF APPLICABLE, SHALL BE LIMITED TO THE INITIAL TERM OF THIS LEASE AND SHALL EXCLUDE ALL RENEWAL OPTIONS, AND (IV) TENANT'S INSURANCE REIMBURSEMENT OBLIGATION SHALL BE LIMITED TO A MAXIMUM OF (A) [redacted] FOR LANDLORD'S FIRST ANNUAL LIABILITY INSURANCE RENEWAL AFTER THE LEASE DATE, AND (B) [redacted] FOR EVERY ANNUAL LIABILITY INSURANCE RENEWAL THEREAFTER DURING THE INITIAL TERM, AND SUCH REIMBURSEMENT LIMITS SHALL NOT BE COMPOUNDING AND CUMULATIVE.

TENANT SHALL BE ALLOWED TO USE THE TOP TWO SLOTS ON LANDLORD'S MONUMENT SIGN FRONTING US 1 THROUGHOUT THE TERM OF THIS LEASE.

TENANT SHALL HAVE THE USE OF PARKING AREAS IN COMMON WITH OTHER TENANTS INCLUDING PARKING AT THE REAR OF THE PROPERTY SUBJECT TO LANDLORD'S RULES AND REGULATIONS WITH THE EXCEPTION OF THE SIX (6) PARKING SPACES AT THE NORTH END OF THE PLAZA WHICH ARE RESERVED EXCLUSIVELY FOR THE USE OF THE TENANT IN SPACE 6634 AFTER 6:00 P.M. EACH DAY.

TENANT ACCEPTS THE DEMISED PREMISES IN "AS IS" CONDITION, SUBJECT TO LANDLORD'S MAINTENANCE OBLIGATIONS EXPRESSLY SET FORTH IN THIS LEASE. THE FOREGOING REFERENCE TO THE DEMISED PREMISES BEING IN "AS IS" CONDITION SHALL NOT RELIEVE LANDLORD OF LANDLORD'S MAINTENANCE, REPAIR OR REPLACEMENT OBLIGATIONS EXPRESSLY SET FORTH IN THIS LEASE, WITH RESPECT TO THE DEMISED PREMISES AND THE PLAZA AND RELATED IMPROVEMENTS OTHERWISE SPECIFICALLY SET FORTH IN THIS LEASE AS THE RESPONSIBILITY OF LANDLORD.

THIS IS A GROSS LEASE. CAM PROVISIONS HEREIN, IF ANY, DO NOT APPLY.

THE ITEMS CONTAINED ON THIS FACE PAGE RELATE TO THE CONTENTS OF THE LEASE AND SHOULD THERE BE ANY CONFLICT BETWEEN THE PROVISIONS OF THIS FACE PAGE AND THE PROVISIONS OF THE LEASE, THEN IN THAT EVENT THE PROVISIONS OF THIS FACE PAGE SHALL CONTROL.

ALL AGREEMENTS BETWEEN THE PARTIES ARE IN WRITING AND CONTAINED IN THIS LEASE.

INITIALS: LANDLORD _____ TENANT _____

ANNUAL LIABILITY INSURANCE POLICY COST INCREASES BY LANDLORD'S INSURANCE CARRIER, ETC.) SHALL NOT BE INCLUDED WITHIN THE TENANT'S REIMBURSEMENT OBLIGATION, (III) TENANT'S INSURANCE REIMBURSEMENT OBLIGATION TO LANDLORD, IF APPLICABLE, SHALL BE LIMITED TO THE INITIAL TERM OF THIS LEASE AND SHALL EXCLUDE ALL RENEWAL OPTIONS, AND (IV) TENANT'S INSURANCE REIMBURSEMENT OBLIGATION SHALL BE LIMITED TO A MAXIMUM OF (A) $10,000.00 FOR LANDLORD'S FIRST ANNUAL LIABILITY INSURANCE RENEWAL AFTER THE LEASE DATE, AND (B) [redacted] FOR EVERY ANNUAL LIABILITY INSURANCE RENEWAL THEREAFTER DURING THE INITIAL TERM, AND SUCH REIMBURSEMENT LIMITS SHALL NOT BE COMPOUNDING AND CUMULATIVE.

TENANT SHALL BE ALLOWED TO USE THE TOP TWO SLOTS ON LANDLORD'S MONUMENT SIGN FRONTING US 1 THROUGHOUT THE TERM OF THIS LEASE.

TENANT SHALL HAVE THE USE OF PARKING AREAS IN COMMON WITH OTHER TENANTS INCLUDING PARKING AT THE REAR OF THE PROPERTY SUBJECT TO LANDLORD'S RULES AND REGULATIONS WITH THE EXCEPTION OF THE SIX (6) PARKING SPACES AT THE NORTH END OF THE PLAZA WHICH ARE RESERVED EXCLUSIVELY FOR THE USE OF THE TENANT IN SPACE 6634 AFTER 6:00 P.M. EACH DAY.

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INITIALS: LANDLORD _____ TENANT _____

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Exhibit A	Site Plan, Plaza and Demised Premises
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Exhibit G	Rent Chart

STANDARD SHOPPING CENTER LEASE

NOTE: See Face Page of this Lease for the definition of certain terms used in this Lease, which Face Page and terms are incorporated herein by reference.

1. PARTIES.

This Lease (hereinafter referred to for convenience as the "Lease" made as of the Lease Date (as defined on the Face Page) is by and between Landlord and Tenant (as defined on the Lease Face Page).

WITNESSETH:

2. DEMISED PREMISES.

2.1 Landlord hereby demises unto Tenant and Tenant hereby leases from Landlord, for the term and specifically upon the terms and conditions set forth in this Lease, the Demised Premises (as defined on the Face Page) which Demised Premises are located in the Plaza (as defined on Face Page). The area of the Demised Premises is measured by including the exterior faces of the exterior walls and the centers of any party walls. Tenant shall have the right to independently verify all measurements of the Demised Premises. Notwithstanding the foregoing or any other provision in this Lease to the contrary, the rentable area of the Demised Premises shall be measured consistent with the American National Standard Method of Measuring Floor Area in Office Buildings of the Building Owners and Managers Association International (ANSI Z65.1-2010) (the "BOMA Standards"). In the event of a deviation between Landlord's measurement of the Demised Premises and Tenant's measurement of the Demised Premises, each of Landlord and Tenant shall cause their respective architects to work together in good faith to resolve such difference and determine the square footage of the Demised Premises. In the event that Landlord's and Tenant's respective architects cannot resolve the measurement of the Demised Premises, each such architect shall be directed by Landlord and Tenant to select a third architect to review the BOMA Standards measurement that each architect has made and then make a determination of the size of the Demised Premises. Such determination shall be binding on each of Landlord and Tenant. The cost of each party's architect shall be the responsibility of the party engaging such architect and, the cost of the third architect (if required) shall be shared equally (50% to each) between Landlord and Tenant. To the extent the Demised Premises contains five percent (5%) more or less than 30,948 rentable square feet, as determined pursuant to the foregoing provisions, then in that event the rentable square footage of the Demised Premises shall be adjusted accordingly and Rent and all other matters in this Lease, which are determined, calculated or otherwise affected by the rentable square feet of the Demised Premises, shall be adjusted accordingly. Landlord and Tenant shall memorialize such adjustments in writing by way of an amendment to this Lease. Notwithstanding the foregoing, if the Demised Premises contains less than 25,000 rentable square feet, Tenant shall have the option within thirty (30) days of the date of the architect's certificate of square footage to terminate this Lease; upon such termination, Tenant shall be relieved of all further obligations hereunder except for those provisions which survive termination.

2.2 The use and occupation by the Tenant of the Demised Premises shall include the right to non-exclusive use, in common with others, of all such automobile parking areas, driveways, truck and service courts, walks and other facilities designed for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord and enforced on a non-discriminating basis. Subject to Section 29 below, Landlord reserves and Tenant agrees that Landlord has the right to change the size, layout and location of any and all buildings or common areas and facilities of the Plaza as well as to reduce or expand the size of Plaza, provided that such change to the buildings or common areas does not materially adversely affect the Demised Premises, Tenant's business in the Demised Premises and/or parking for the Plaza. Any rules or regulations currently enacted by Landlord, including without limitation the rules or regulations attached as Exhibit "F", and any rules or regulations adopted after the Lease Date of this Lease, shall (i) not be inconsistent with this Lease, and if inconsistent, this Lease shall govern and control, (ii) be reasonable and nondiscriminatory among all of the tenants of the Plaza and be enforced and applied to Tenant and all other tenants in the Plaza in a non-discriminatory fashion, and (iii) shall not in any event cause any increase in Tenant's liabilities or obligations under this Lease. No change in the rules or regulations shall be effective unless and until Tenant has received written notice of such change not less than thirty (30) days prior to such change being effective.

3. POSSESSION.

3.1 Delivery of possession within the meaning of this Lease shall be accomplished by Landlord's delivery to Tenant of the keys to the Demised Premises.

3.2 Tenant agrees that it shall, with due diligence, perform all work for which it is responsible, as described in Exhibit "C", in order to prepare the Demised Premises for the opening of business.

3.3 Intentionally omitted.

4. USE.

4.1 Tenant shall use and occupy the Demised Premises solely and exclusively for the conduct of Tenant's Use (as defined on the Face Page).

4.2 Tenant covenants and agrees that it will not use or suffer or permit any person, persons, corporation or other such entity to use any of the Demised Premises for any use or purpose in violation of the laws, ordinances, regulations and requirements of any governing body, including but not limited to, country, state, county, city, or any bodies under the jurisdiction of one of these entities. Tenant also covenants that it has verified its Use is permitted in the Plaza by the governing body.

4.3 Tenant shall continuously and uninterruptedly, operate during the term of this Lease from and after the Rent Commencement Date, with respect to Space 6666 #2 and Space 6666 #2A, and six (6) months after the Rent Commencement Date with respect to Space 6666 #3 and every extension hereof, if any be specifically provided or agreed, the entire Demised Premises for the use permitted by this Lease.

4.4 Intentionally omitted.

5. TERM.

5.1 The Lease Term shall commence on the date as set forth on Face Page and shall end (unless sooner terminated as provided herein) at 11:59 P.M. on the date of the expiration of the last day of the Lease Term as set forth on the Lease Face Page, as same may be extended pursuant to the Renewal Options set forth on the Face Page and in Section 35 of this Lease.

6. RENT.

6.1 Tenant covenants and agrees to pay Landlord the Base Rent (as set forth on Lease Face Page) plus all applicable state sales tax and county discretionary surtax in the coin or currency of the United States of America payable in advance in equal monthly installments without deduction or set-offs and without prior demand therefor on the first day of each calendar month during the term of this Lease. If the Rent Commencement Date is not the first day of the month, then Base Rent for that month shall be prorated.

6.2 If Tenant shall fail to pay Base Rent when the same is due and payable, any Base Rent or any additional rent, or amounts or charges of the character described in this Lease, such unpaid balance shall bear interest at the lesser of one and one-half percent (1-1/2%) per month or the maximum lawful rate from the date due to the date of payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Rent or other charges will cause Landlord to incur certain expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such installment is not received by Landlord from Tenant postmarked by the fifth (5th) day of the month for which such installment is due, Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of such installment or a minimum of [redacted] whichever is greater. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by such late payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such late or nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

6.3 In addition to the foregoing Base Rent, all other payments to be made by Tenant under this Lease shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and be due and payable upon demand or with the next monthly installment. If Landlord shall pay any monies or incur any expenses in connection with any violation of any covenant, undertaking, or agreement of Tenant as is expressly set forth in this Lease, the amounts so paid or incurred, shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the next installment of Base Rent thereafter to become due and payable and may be collected or enforced as by law provided in respect to payment of rent. Landlord shall have same remedies for failure to pay additional rent as for nonpayment of Base Rent.

6.4 Intentionally omitted.

6.5 Intentionally omitted.

6.6 Intentionally omitted.

6.7 Intentionally omitted.

6.8 Tenant shall promptly pay all Base Rent, additional rent and other charges due under this Lease and render all statements herein prescribed at Landlord's Address, as set forth on the Lease Face Page hereof, or to such other person or corporation, and at such other place as may be designated from time to time by Landlord in writing. If Landlord shall pay any monies or incur any reasonable expenses in correction of any violation of any covenant, undertaking or agreement of Tenant as is expressly set forth in this Lease, the amounts so paid or incurred shall be at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the next installment of rent thereafter to become due and payable and may be collected or enforced as by law provided in respect to payment of rent. All checks shall be received subject to clearance.

6.9 Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and the Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the Parties during the term of this Lease shall at all times be solely that of Landlord and Tenant.

6.10 Landlord acknowledges receipt, subject to clearance if by check, from Tenant of an amount (as specified on the Face Page) as the Security Deposit, such amount, to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease and for the faithful performance of all other covenants and agreements of Tenant hereunder; amount of said Security Deposit without interest to be repaid to Tenant after the termination of this Lease and any renewals thereof, provided Tenant shall have made all such payment, performed all such covenants and agreement and left the Demised Premises in same physical condition as when Tenant first occupied Demised Premises, normal wear and tear excepted, and has made no modifications requiring a building permit without first obtaining such permit. Further, Tenant acknowledges that its failure to return the key to the Demised Premises and/or the mailbox (if applicable) will result in a [redacted] deduction from the Security Deposit. Upon any default by Tenant hereunder, after expiration of any applicable notice or cure period set forth herein, all or part of said Security Deposit may at Landlord's sole option, be applied on account of such defaults, after expiration of any applicable notice or cure period set forth herein, and thereafter Tenant shall promptly restore the resulting deficiency in the Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring such Security Deposit to be held in escrow or by a third party. In the event that Landlord's interest in the Demised Premises be sold, Landlord may actually deliver or merely credit the funds deposited hereunder by Tenant to the purchaser of Landlord's interest; and, thereupon, Landlord shall by virtue of such circumstance and these terms fully, finally, and absolutely be discharged from any further liability with respect to such Security Deposit; and this provision shall also apply to the benefit of any and all Deposits; and this provision shall also apply to the benefit of any and all subsequent transferee. Tenant agrees that Tenant will look solely to the Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, and not in any event to any mortgagee who has assumed landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of that specific security deposit. Tenant further agrees that Security Deposit cannot be used as last month's rent.

6.11 In the event any payments to Landlord are returned for insufficient funds or otherwise not paid by Tenant's bank, this Lease shall, at Landlord's option, be in default, after expiration of any applicable notice or cure period set forth herein, and in addition to the remedies provided in Section 6.2 hereof with respect to late rent, Tenant shall pay an overhead charge of $25.00 if the face value of the check does not exceed $50.00, $30.00 if the face value exceeds $50.00 but does not exceed $300.00, and $40.00 if the face value exceeds $300.00 or five percent (5%) of the face value, whichever is greater. Provided any payment is returned for insufficient funds or otherwise not paid by Tenant's bank, all payments due under this Lease shall be made at Landlord's option, in cash or by cashier's check issued by a national banking association.

6.12 THE BASE RENT SHALL BE INCREASED BY THREE PERCENT (3%) PER YEAR BEGINNING ON THE FIRST RENTAL ADJUSTMENT DATE, AND THEN ANNUALLY THEREAFTER ON EACH SUBSEQUENT RENTAL ADJUSTMENT DATE.

6.13 Intentionally omitted.

6.14 Tenant's obligation to pay rents and other amounts due hereunder are covenants independent of Landlord's obligations hereunder.

7. UTILITIES SERVICES.

7.1 In addition to Base Rent, Tenant shall pay solely with respect to the Demised Premises, if directly billed, as and when they shall be due and payable, all water bills, meter charges, sewer charges, garbage charges, and utility charges such as, but not limited to, electric or others, consumed solely within the Demised Premises. Landlord shall not be liable in the event of any interruption in the supply of any utility. Tenant confirms and represents that it has determined that the current capacity of all utilities currently being provided to the Demised Premises are adequate for its needs and agrees that it will not install any equipment which will exceed or overload the capacity of any utility. Landlord represents and warrants that the mains and conduits necessary to bring water, sewer, electricity, gas, telephone and cable into to the Demised Premises are (or prior to the Lease Date will be) available to the Demised Premises and that all such services are (or prior to the Lease Date will be) separately metered to the Demised Premises. Neither the interruption or cessation of such services nor the failure of Landlord to restore the services shall render Landlord liable in any respect for damages to person or property (except if due to the gross negligence or willful misconduct of Landlord or its agents, employees or contractors), or be construed as an eviction of Tenant; provided, however, if such interruption of services is caused by the gross negligence or willful misconduct of Landlord and Landlord thereafter fails to use reasonable diligence to restore, and such services are not restored within one (1) day after the interruption or cessation of such services, then Base Rent shall be abated until such services are restored. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event Tenant shall fail to make the payments, Landlord shall have the rights as if Tenant had failed to pay the rent hereunder. If Tenant is not directly billed, Landlord shall install a submeter for the Demised Premises in which event Tenant shall be billed based on its actual usage at rates charged to Landlord by the applicable utility company.

8. COMMON AREAS.

8.1 The term "Common Areas" refers to all areas within the interior boundaries of the Plaza which are now or hereafter made available for general use, convenience and benefit of Tenant and other persons entitled to occupy floor area in the Plaza, including, without limiting the generality of the foregoing, automobile parking areas, including any parking structures, entrances and exits thereto, employee parking areas, truck ways, service courts, loading docks, stairways, driveways, open or enclosed malls, sidewalks, and landscaped and planted areas. Landlord shall have the right, from time to time, to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, to restrict parking by Tenants and their employees to employee parking areas and to make all rules and regulations pertaining to and necessary for, in Landlord's sole judgment, the proper operation and maintenance of said Common Areas. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles.

Tenant and its employees and invitees are, except as otherwise specifically provided in the Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the term of the Lease, including any extensions thereof except as provided within the Face Page.

8.2 Intentionally omitted.

8.3 Intentionally omitted.

8.4 Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the center, to pay for trash removal services directly to the company or entity supplying same, and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

8.5 Tenant shall be responsible for any compliance with any laws existing as of the Lease Date, including compliance with the Americans With Disabilities Act of 1990, as amended. In addition, in the event any

rules, orders and regulations shall either (a) require the removal of asbestos or other toxic or hazardous wastes or materials not placed in Plaza by Tenant, or (b) structural changes, including but not limited to, the erection of fire escapes or exits, or (c) require non-structural changes which would have been required irrespective of the nature of the Tenant's tenancy, then and in any such event, the same shall be complied with by Tenant at its sole cost and expense. Tenant shall have the right, however, to contest without cost to Landlord, the validity or application of any such rule, order or regulation required to be complied with by Tenant in accordance with the foregoing, and may postpone compliance therewith and further provided Tenant pays all fines, penalties and other costs (and interest thereon) imposed on Landlord as a result of such non-compliance by Tenant.

9. TAXES.

9.1 Intentionally omitted.

9.2 Tenant shall pay Landlord any and all sales tax or discretionary County surtax imposed or levied against any charge or payment required under this Lease to be made by Tenant, which has been imposed or levied on or against the same by any governmental agency having or purporting to have, jurisdiction thereover.

9.3 Intentionally omitted.

10. REPAIRS; MAINTENANCE.

10.1 Subject to the Face Page, Exhibit "D", and the subsequent provisions contained in this Section 10, Tenant agrees at all times, from and after substantial completion of the Demised Premises, at its own cost and expense, to repair, replace and maintain in good and tenantable condition the Demised Premises and every part thereof, (except that portion of the Demised Premises to be maintained by Landlord as hereinafter provided), and including without limitation the utility meters, pipes, backflow preventer, conduits, all fixtures, heating ventilating and air conditioning ("H.V.A.C.") equipment serving the Demised Premises and other equipment therein, including any equipment installed by Tenant or Landlord which is a part of said system, the store front plate glass, all Tenant signs, locks and closing devices, and all window sash, casement or frames, doors and door frames, all floor coverings, and all such items of repair, maintenance, alteration and improvement or reconstruction as may at any time or from time to time be required by a governmental agency having jurisdiction thereof. Tenant shall contract with a service company for the maintenance of the H.V.A.C. equipment as further provided in Exhibit "D" hereto. All glass, both exterior and interior is at the sole risk of Tenant and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality, unless caused by Landlord or its agents', contractors' or employees' gross negligence. If Tenant refuses or neglects to make repairs and/or maintain the Demised Premises, or any part thereof, in a manner reasonably satisfactory to Landlord and as required hereunder, Landlord shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event the cost of such work, plus ten percent (10%) administrative costs, shall be paid by Tenant as additional rent promptly upon receipt of a bill therefore. Upon any surrender of the Demised Premises, Tenant shall redeliver the Demised Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted.

10.2 Tenant agrees to permit Landlord and/or authorized representatives to enter the Demised Premises at all times during usual business hours upon no less than 24 hours' prior notice for the purpose of inspecting the same. Tenant further covenants and agrees that Landlord or any authorized representative may enter Demised Premises at any time in order to make any necessary repairs to the Demised Premises and perform any work therein, (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Insurance Services Offices or of any similar body or (ii) that Landlord may deem necessary to perform remodeling construction of other work incidental to any portion of the Plaza, including without limitation the Demised Premises of another Tenant, adjacent to, above, or below the Demised Premises, provided however, that Landlord shall reasonably coordinate with Tenant to perform such work so as not to materially interfere or materially interrupt Tenant's business within the Demised Premises. Nothing herein shall imply any duty on the part of the Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord or any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. In the event Landlord makes or causes any such repairs to be made or performed, as provided for herein, and such repairs are the express obligation of Tenant under this Lease, then Tenant shall pay the cost thereof to Landlord plus ten percent (10%) as additional rent promptly upon receipt of a bill therefore.

10.3 Landlord shall make necessary structural repairs to the Exterior Walls (as defined below), to the roof, foundations, load bearing walls, plumbing, pipes and conduits located outside of the Demised Premises and in

the Common Areas and Landlord shall perform, or cause to be performed, necessary exterior painting and underground utility repairs. Excluding items installed by Tenant, Landlord, at Landlord's sole cost and expense shall be responsible for the maintenance, replacement or repair of all Common Areas (including all parking areas), the roof, foundation (slab), underground sewer and utility and plumbing pipes, lines, mains, conduits and wires servicing the Plaza. However, Tenant shall be responsible for all underground or below-the-foundation sewer and utility and plumbing pipes, lines, mains, conduits and wires which service only the Demised Premises. Landlord, at Landlord's sole cost and expense shall be responsible for the maintenance, replacement or repair of exterior walls, gutters, waterspouts, roof and structural components of the Plaza and the Demised Premises. Landlord shall not be required to perform any maintenance or to make any repairs where same were made necessary by any act, omission, or negligence of Tenant or its employees, agents, invitees, or contractors, or by fire or other casualty or condemnation except as provided elsewhere in this Lease.

10.4 Intentionally omitted.

11. TENANT'S RIGHT TO MAKE ALTERATIONS.

11.1 Tenant covenants and agrees that it shall not make any alterations, improvements or additions to or upon the structure of the Demised Premises during the Term of this Lease (or any extension hereof). Notwithstanding the foregoing, provided Tenant is in good standing under this Lease, and has performed and complied with all of the terms, covenants and conditions hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder, Tenant shall be entitled to make install nonstructural alterations, improvements or additions to or upon the Demised Premises during the term of this Lease or any extension hereof if (i) such nonstructural alterations, improvements or additions are made pursuant to plans and specifications approved by all governmental and quasi-governmental agencies having jurisdiction thereof and (ii) such work is performed in a good and workmanlike manner, free and clear of all liens, claims and encumbrances. In addition, Tenant shall deliver to Landlord true and complete copies of the approved plans and specifications associated with any such alterations, improvements or additions simultaneous with obtaining such approval from the governmental agency having jurisdiction. All alterations, improvements and additions made by Tenant as aforesaid shall remain upon the Demised Premises and at the expiration or earlier termination of this Lease and shall become the property of Landlord unless Landlord shall, prior to the termination of this Lease, have given written notice and direction to Tenant to remove the same at Tenant's sole cost and expense, in which event Tenant shall at its own expense remove such alterations, improvements and additions and restore the Demised Premises to the same good working order and condition in which it was at the commencement of the Lease term. Should Tenant fail so to do Landlord may do so, and Landlord's option, collecting in such instance the cost and expense thereof, plus ten percent (10%) administrative costs, from the Tenant as additional rent.

Further, in the event that Tenant makes any alterations, additions, demolitions or other changes to the Demised Premises which require governmental permits without Tenant having first obtained said permits and then obtaining all necessary governmental inspection and approvals to close out said permits, then Tenant shall be liable to Landlord for all damages incurred by Landlord including but not limited to architect/engineering costs, contractor costs, permit and other governmental fees, and lost rent of future tenants during permitting, construction and/or inspection, and this obligation and liability shall survive the expiration and/or earlier termination of the Lease.

12. AFFIRMATIVE COVENANTS OF TENANT.

TENANT AGREES:

12.1 To comply with any and all requirements of any of the constituted public authorities having, or purporting to have jurisdiction and with the terms of any State, Federal, or local statute ordinance or regulation applicable to Tenant or its use of the Demised Premises and to save and hold Landlord harmless from, and by these terms to indemnify Landlord for all penalties, fine, costs, expenses or damages, including, without limitation, Landlord's reasonable attorneys' fees resulting from Tenant's failure to do so, and

12.2 To give Landlord prompt written, full, complete, and specific notice of any accident, fire damage, or injury whatsoever occurring in, on or to the Demised Premises, and

12.3 That all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Plaza whether loaded or unloaded, and

12.4 To keep all garbage and refuse in the kind of container specified by Landlord or garbage service designated by Landlord, and to place the same outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord or garbage service in accordance with all regulations of the public authorities having, or purporting to have, jurisdiction, and

12.5 To keep outside areas adjoining the Demised Premises clean and not to burn, place or permit any rubbish, obstruction, tables, chairs or merchandise in such areas, and

12.6 To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors, and from insects, vermin and other pests and, with affirmative action, not to permit any usage or possession of any illegal substance in, on or upon the Demised Premises, and

12.7 To require Tenant's principals and Tenant's employees to park their cars only in those portions of the parking areas that may be designated for that purpose by Landlord and that, if Tenant or Tenant's principals or employees violate this provisions two (2) or more times in any twelve (12) month period during the term of this Lease, Landlord shall first give Tenant written notice of Tenant's violation of this provision, and thereafter, Tenant shall pay Landlord Ten Dollars ($10.00) per day per car in each such instance. Landlord, also at its option, may have the car towed and Tenant shall be responsible for all costs involved. If in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Demised Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings, and

12.8 To keep Tenant's display windows, including window or shadow boxes, in or on the Demised Premises dressed, clean and illuminated and its signs and exterior lights well lighted and clean at all times during the term of this Lease during the Plaza's hours of operation from 10:00 AM through 6:00 PM seven (7) days a week, excluding holidays ("Hours of Operation"), and to keep the Demised Premises open for business during such Hours of Operation and for such additional hours as Tenant may desire, and Landlord agrees and confirms that Tenant, if allowed by applicable law, from and after the Lease Date shall have the exclusive right to use the Demised Premises and the non-exclusive right to use the Common Areas and parking twenty four hours a day, three hundred sixty five (or sixty six, as applicable) days a year during the entire Term of this Lease including all Renewal Options except as provided within the Face Page. After Tenant has opened to the public for business in accordance with this Lease, Tenant shall have the right to cease doing business (each a "Permitted Closure"): (i) for a period of five (5) days each calendar year, (ii) for a period of one hundred and twenty (120) days in the event of a remodeling once every five (5) calendar years, (iii) if applicable, for a period of time beginning from the date Tenant is permitted to begin the repair or restoration of the Demised Premises in accordance with Article 15 of this Lease in the event of a casualty and continuing to the date of completion of such repair/restoration work (for the avoidance of doubt, Landlord and Tenant agree that, provided Tenant is diligently pursuing the repair/restoration work to completion, the Permitted Closure under item (iii) may exceed 180 days, but shall in no event exceed 365 days), (iv) for a period of time reasonably required by Tenant to reopen for business during the occurrence of and after (1) a Force Majeure event, or (2) any loss of utilities not caused by Tenant or by Tenant's agents, employees or contractors.

12.9 To conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of store operation, and

12.10 To comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by Landlord, which Landlord in its reasonable sole discretion shall deem necessary or appropriate in connection with the Demised Premises, or the building(s) and/or the Plaza, and

12.11 The Tenant shall forthwith pay all liens of contractors, subcontractors, sub-subcontractors, mechanics, laborers, and materialmen and all other items of like character for work performed by or at the direction of Tenant, and that Tenant does hereby indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including all reasonable attorney's fees of Landlord incurred in and about the prosecution or defense of any suit in discharging the Demised Premises and, alternatively, the Plaza or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant, and that all the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent. Tenant acknowledges and agrees that (a) any improvements to the Premises to be performed by Tenant are per Tenant's desire only and (b) although Landlord may consent to said improvements, Landlord in no way requires that said improvements be completed unless it is specifically provided herein that said improvements are required by Landlord as a condition of this Lease and that Tenant shall be in default for failure to complete same, and (c) intentionally omitted, and (d) Tenant is not in any way acting as Landlord's agent as to

said improvements and Landlord shall not be deemed to have received any notices to Tenant unless Landlord shall have actually received a copy of said notice directly from the notifying party. Tenant shall give notice of the foregoing provisions to all parties contracting with Tenant who may otherwise claim potential lien rights against the Demised Premises, and

12.12 Neither Tenant nor anyone claiming by, through or under Tenant shall place any mechanic's lien of any kind or character on the Demised Premises and notice is hereby given that no contractor, subcontractor or anyone else that may furnish any material, service or labor to the Demised Premises, at any time, shall be, or become, entitled to any lien thereon whatsoever. Tenant shall provide notice of this restriction in advance to any and all contractors, subcontractors, or other persons, firms or corporations that may furnish any such material, service or labor to the Demised Premises. Landlord shall have the right to record a notice of the following provision in the public records of the county in which the Demised Premises is located, to wit:

> "All persons to whom these presents may come are put upon notice of the fact that Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Demised Premises or any portion of the Plaza to any mechanics' or materialmen's lien or liens of any kind. All persons who may hereafter, during the continuance of this Lease, furnish work, labor, services or materials to the Demised Premises, or any portion of the Plaza upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the interest of Tenant and not to that of Landlord.
>
> Tenant shall not permit or suffer to be filed or claimed against the Demised Premises or any portion of the Plaza during the continuance of this Lease any lien or liens of any kind arising out of the action of Tenant; and if any such lien be claimed or filed, Tenant covenants, within the time now about to be limited, to cause the Demised Premises and the Plaza to be released from such claim or lien ("Claim"), either through the deposit into court pursuant to statute of the necessary sums of money, or in any other way which is competent legally to effect the release, including, without limitation, bonding off such Claim ("Release") of the Demised Premises and the Plaza from the Claim. The time within which Tenant must effect such Release of the Demised Premises and/or the Plaza, as aforesaid, is as follows:
>
> (1) If the Claim shall have been evidenced through the giving of a written notice of lien claim, and if such notice be filed amongst the Public Records of Saint Lucie County, Florida, then Tenant shall effect such Release from such Claim within thirty (30) days after the time when such Claim shall have been filed amongst the Public Records.
>
> (2) If the Claim be evidenced, without notice having been given as aforesaid, through the filing of a suit in any court having jurisdiction of the subject matter, in which suit the Claim is asserted and sought to be enforced, then Tenant must effect the Release within ten (10) days after the time when service of process shall have been completed against Tenant or Landlord in the suit.
>
> In the event that the Tenant shall violate the terms and provisions of this paragraph, such violations shall constitute a default under this Lease, subject to all applicable notice and cure periods set forth in this Lease", and

12.13 Intentionally omitted, and

12.14 To be responsible for and to pay before delinquency all municipal, county or state taxes assessments, license fees assessed or imposed during the term of this Lease against any leasehold interest, trade fixtures, merchandise or personal property of any kind, owned or placed in, upon or about Demised Premises by Tenant, and

12.15 To comply fully with all fire, safety and handicap codes (subject to Section 8.7), rules, and regulations, in effect from time to time during the Term of this Lease, of the public authorities having or purporting to have jurisdiction and, subject to Section 8.7, to install, keep, and maintain at Tenant's cost and expense any and all systems, equipment and the like or differing required by any of the same, including without limitation, the installation of such fire extinguishers and other safety equipment as Landlord may reasonably require. Notwithstanding the foregoing, the Landlord shall be liable for any such compliance regarding the Americans with Disabilities Act with regard to all aspects of the Plaza outside of the Demised Premises, and similarly, Tenant shall be responsible for such compliance within the Demised Premises. Tenant further agrees, at its own expense, to comply with all laws, orders and regulations of federal state and municipal authorities and with any lawful direction of any public officer that shall impose any duty upon Tenant with respect to the use of the Demised Premises. Tenant shall and hereby does indemnify Landlord and save it harmless from and against any and all claims,

causes of action, actions, damages, liabilities and expenses, including without limitation reasonable attorney fees and costs, in connection with or arising out of or relating to (a) Tenant's failure to comply with any and all federal, state and local laws and ordinances within the Demised Premises, or (b) Tenant's failure to comply with the Americans With Disabilities Act within the Demised Premises. Tenant shall at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this paragraph, and

12.16 That upon the sale or exchange of the Plaza, not to look to the original Landlord tor accountability for or return of any Security Deposit, unless said sums were not turned over to new owner of Plaza, and

12.17 That it shall, and hereby does by these terms fully absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s) now or hereafter placed against Landlord's or its successor's interest, and alternatively, any or all the buildings now or hereafter built in the Plaza by Landlord and to any and all advances without limitation, made or to be made thereunder and to the interest thereon and to all renewals, modifications, substitutions, replacements, consolidations and extensions thereof and future advances thereunder and that Tenant will in the event of the sale, transfer or assignment of Landlord's interest in the Demised Premises, or all or any portion of the Plaza, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage on the Demised Premises or the Plaza, at the option of the mortgagee the Tenant shall attorn to the respective transferee, assignee or purchaser and recognize such party as Landlord under this Lease (to the extent applicable). Tenant further agrees that upon demand by Landlord that it shall enter into and execute a subordination and attornment agreement reasonably acceptable to Tenant. Further, Tenant will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as Landlord or its mortgagees or its other lenders may reasonably require implementing further the foregoing subordination and attornment agreement. If Tenant fails to respond to any such request for such documents or instruments within ten (10) business days after receipt of written request therefore, at Landlord's option, Tenant shall be in default of this Lease, subject to any applicable notice and cure period set forth in this Lease. Further, in the event Tenant fails to timely execute and deliver same to Landlord, then, in that event, Tenant irrevocably constitutes and appoints Landlord with an irrevocable power as Tenant's special attorney in fact to execute and deliver any such documents or instruments, with such power coupled with an interest. Notwithstanding any provision of the Lease to the contrary, any provision in this Lease requiring Tenant to attorn or purporting to subordinate the Lease (automatically or otherwise) to any mortgage entered into by Landlord, including, without limitation, the Landlord's existing mortgagee, is expressly conditioned upon Tenant receiving from the party or parties in whose favor such subordination or attornment is made a written and executed non-disturbance agreement, in a form reasonably acceptable to Tenant, agreeing to recognize Tenant's rights under this Lease and agreeing not to disturb Tenant's use, enjoyment and possession of the Demised Premises and Common Areas (including parking areas) within the Plaza so long as Tenant is not in default under the terms of the Lease after the expiration of any applicable cure or grace periods contained in this Lease.

13. NEGATIVE COVENANTS OF TENANT.

Tenant agrees that it will not do any of the following without the express, specific prior consent in writing from the Landlord:

13.1 Use or operate any machinery or equipment that, in Landlord's reasonable opinion is harmful to the building or disturbing to other tenants in the building or the Plaza of which the Demised Premises is a part; nor shall Tenant use any loudspeakers, televisions, phonographs, radios or other like or differing device in any manner so as to be heard outside of the Demised Premises, or display merchandise on the exterior of the Demised Premises either for sale, promotion or other purpose, and/or

13.2 Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building or Plaza of which the Demised Premises is a part shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when Tenant received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as additional rent any and all increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, and on the building and Plaza of which the Demised Premises is a part caused by the occupancy or use of Tenant, and/or

13.3 Attach any awnings, antenna or other projections to the roof or the outside walls of the Demised Premises of the building or Plaza of which the Demised Premises is a part, and/or

13.4 Conduct any auction, fire, bankruptcy, liquidation, selling-out or like sale, in or about the Demised Premises, and/or

13.5 In no event shall the Demised Premises, the Plaza or the land upon which such improvements are built upon be subordinate or inferior to any leasehold mortgage in any trade fixtures or other property placed in or on the Demised Premises owned by Tenant. In that regard, Tenant, and its leasehold mortgagee, shall be obligated to execute any and all documents reasonably necessary by Landlord or its mortgagee to confirm the superiority of such interests over that of the Tenant and any leasehold mortgagee as contemplated hereby, and/or

13.6 Solicit business or distribute any handbills or other advertising matter in the common areas of the Plaza including without limitation, sidewalks, pedestrian walkways, parking areas, and public pay phones within common areas, and/or

13.7 Intentionally omitted, and/or

13.8 Penetrate the roof of the Demised Premises without Landlord's prior written consent. Tenant shall be responsible for the repair of roof leaks caused by such penetration even though Tenant has obtained Landlord's prior written consent thereto, and/or

13.9 Except as set forth in Section 28, enter into any Lease which would constitute a subletting of the Demised Premises, without Landlord's approval, which approval shall not be unreasonably withheld, and/or

13.10 To handle, store or dispose of any hazardous or toxic waste or substance upon the Demised Premises which is prohibited by any federal, state or local statues, ordinances or regulations (provided Tenant shall be allowed to have on the Demised Premises normal office and cleaning supplies, and bleach provided all such supplies are stored and disposed of in compliance with all applicable laws and regulations). Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising solely out of Tenant's use, handling, storage or disposal of any such hazardous or toxic waste or substances on the Demised Premises.

14. SIGNS

14.1 Tenant is required to place a sign on the building fascia above the storefront, unless the design and/or location of the Demised Premises are not conducive to the erection of same. Said sign shall be installed within thirty (30) days following the date Tenant opens for business. Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premise or of the building or the Plaza of which the Demised Premises is a part without first obtaining Landlord's prior, specific written approval thereof; and Tenant further agrees to maintain each and every sign, lettering and the like as may be approved by Landlord in good condition, working order, and repair at all times. If Tenant does not keep sign in good condition, working order and repair at all times, upon giving Tenant ten (10) days written notice of its election to do so, Landlord will have sign repaired and restored to good working order and invoice Tenant for all charges incurred, plus ten percent (10%) administrative costs, as additional rent. In that regard, upon request, Landlord shall deliver to Tenant the "Sign Criteria" acceptable to Landlord. In that regard, Tenant agrees that Tenant's sign(s) shall comply with the contents of such Sign Criteria. If Tenant erects a sign without proper written approval from Landlord, Landlord can remove the sign and invoice Tenant for all costs incurred, plus ten percent (10%) administrative costs, and same shall become due as additional rent. Notwithstanding anything contained in this Section 14 to the contrary, such signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order to erect such sign. In that regard, Landlord makes no representation or warranty as to Tenant's ability to obtain such signage or the availability thereof for Tenant, provided Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in filing any required applications for governmental approvals for signage.

14.2 Tenant shall be allowed to use the top two slots on Landlord's monument sign ("Monument Sign") fronting US 1. Tenant at Tenant's sole cost has a right but not the obligation to add signage and modify the Monument Sign as set forth within that Sketch of Proposed Signage, a copy of which is attached hereto as **Exhibit "E"** (the logo of Tenant shown on the sketch is the placeholder and the actual finalized sign will reflect Tenant's actual business name and logo). Tenant agrees that it will enlarge the Dollar Tree sign panel and/or insert if necessary in accordance with Landlord's lease with Dollar Tree. Tenant shall have the right to move six (6) palm trees located in front of the Monument Sign to a location agreed upon by Landlord and will replace the removed palm trees with shrubbery of Landlord's choice, the cost of such shrubbery and installation thereof not to exceed [redacted]

14.3 Nothing herein shall prevent Tenant from erecting temporary banners or signs at the Plaza, such as "Grand Opening", prior to its initial opening and during the first two (2) weeks thereafter so long as banners are professionally made and approved by Landlord in advance.

15. DAMAGES TO DEMISED PREMISES.

15.1 In the event of any damage or destruction to the Demised Premises at any time during the term of this Lease (whether by casualty or condemnation), and Landlord elects to rebuild the shell of the Demised Premises as contemplated hereby, then, and in that event, Tenant shall repair or rebuild Tenant's improvements in conformity with the requirements of this Lease, subject to the terms of this Section 15.

15.2 If the Demised Premises are rendered temporarily untenantable as a result of any damage or destruction by fire or other casualty (unless caused by Tenant or its employees or agents' negligence or willful actions), the rent shall be equitably adjusted to the extent that the Demised Premises are tenantable and the rent shall be abated to the extent that the Demised Premises are untenantable, for the period from the date of such damage or destruction until the earlier to occur of: (i) ninety (90) days following the date the Demised Premises are tendered for Tenant to repair Tenant's improvements; or (ii) Tenant opens for business in any portion of the Demised Premises.

15.3 If the Plaza or Demised Premises are substantially damaged or destroyed by fire or other casualty, then Landlord may terminate this Lease by giving Tenant notice ("Casualty Termination Notice") to such effect within one hundred twenty (120) days after the date of the casualty causing such damage. The term of this Lease shall terminate and expire upon the thirtieth (30th) day after the Casualty Termination Notice is given and Tenant shall vacate the Demised Premises and surrender same to Landlord, on or before said date. The Demised Premises or the Plaza (whether or not the Demised Premises are damaged) shall be deemed substantially damaged or destroyed; (i) if the costs of repair and restoration after insurable casualty occurs is fifty (50%) percent or more of the then full replacement cost of the Demised Premises or Plaza, as applicable; or (ii) if the cost of repair and restoration after any non-insurable casualty occurs is ten (10%) percent or more of the then full replacement costs of the Demised Premises or Plaza, as applicable.

15.4 If Landlord does not elect to terminate this Lease after a casualty, (a) Landlord shall repair or rebuild the Demised Premises or Plaza, as applicable, in order to enable Tenant to occupy the Demised Premises as provided in Exhibit B with reasonable dispatch after notice to it of the damage or destruction and the collection of the insurance proceeds attributable to such damage, and (b) Tenant shall commence to restore the Demised Premises and diligently pursue the completion of such restoration as provided in Exhibit C simultaneous with receipt of tender of possession of the Demises Premises from Landlord, subject to the terms of this Section 15. Further, all such work by Tenant shall be deemed alterations for purposes of Section 11 hereof. The proceeds of policies providing coverage for Tenant's improvements and betterments shall be held in trust by Tenant and utilized for the repair, rebuilding or restoration of the Demises Premises. Further, the Tenant's obligations hereunder shall be contingent upon the collection of the insurance proceeds attributable to such damage, however, Tenant's obligations hereunder shall include the application of any deductible under the policy insuring Tenant's improvements and betterments towards the repair or restoration of the Demised Premises. Notwithstanding the foregoing, in the event any action or omission by, through or under Tenant results in the denial of coverage by such insurance company, then the condition regarding receipt of insurance proceeds shall not be applicable and Tenant shall be obligated to repair, rebuild or restore the Demised Premises irrespective of the availability of such insurance proceeds.

15.5 Notwithstanding anything to the contrary contained in this Lease, should Landlord not have terminated this Lease, and in the event that the Demised Premises have not been restored to tenantable condition and delivered to Tenant within one hundred eighty (180) days after the date of such damage or destruction, then Tenant, by way of written notice to Landlord, shall be entitled to terminate this Lease.

16. INDEMNIFICATION, PUBLIC LIABILITY AND OTHER INSURANCE.

16.1 Tenant shall and hereby does indemnify Landlord and save it harmless from and against any and all claims, causes of action, action, damages, liability and expense including, without limitation, reasonable attorney's fees in connection with any and all of loss of life, personal injury and damage to property occurring (i) in the Demised Premises occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, customers, principals, directors, officers, or employees, and (ii) in or about or arising out of or relating to directly or indirectly in any manner whatsoever in the Demised Premises occasioned wholly or in part by any negligent act or omission of Tenant.

16.2 Tenant shall at all times during the term of this Lease keep and maintain in full force and effect at its sole cost and expense commercial general liability insurance with companies reasonably acceptable to Landlord sufficient to cover such indemnification and naming Landlord as additional insured with minimum limits of one million and 00/100 dollars on account of bodily injuries to or death as the result of any one accident,

occurrence or disaster, and Tenant shall promptly deposit a copy of an ACORD Certificate of Liability Insurance with Landlord listed as the Certificate Holder. Further if, as and to the extent acceptable to Landlord's mortgagee, if any and from time to time, Tenant may carry such insurance under blanket policies.

16.3 Tenant shall at all times during the term of this Lease keep and maintain in full force and effect at its sole cost and expense an all risk or special form perils policy of property insurance upon all of the plate glass in the Demised Premises, and upon the betterments and improvements in and on the Demised Premises, in an amount equal to the replacement costs of such betterments and improvements. Such policies shall name both Landlord as Loss Payee and Tenant as Named Insured providing both parties coverage as their respective interests may appear and to the policy's full extent. Tenant shall furnish landlord with an ACORD Evidence of Property Insurance form or, other evidence acceptable to Landlord that such insurance is in force and evidence acceptable to Landlord that the premiums have been paid by Tenant at least ten (10) days prior to the date Tenant is to open its business in the Demised Premises and show renewal certificates three (3) days prior to each expiration date of such policies.

16.4 Tenant shall furnish Landlord, prior to Tenant taking occupancy, copies of Evidence of Property Insurance forms or Certificates of Liability Insurance evidencing the coverages required by this Lease. Tenant shall furnish Landlord a copy of a renewal certificates prior to the expiration of each policy. All carriers must have a rating by A.M. Best of A-VI or higher.

16.5 Each party shall include in each of its insurance policies covering loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable, (a) an express agreement by each party's insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability covered by the policy, or (b) any other form of permission by each party's insurance company for the failure of the other party. If such waiver, agreement or permission shall not be, or shall cease to be obtainable, the insured party shall so notify the other party promptly after learning thereof. During any period while the foregoing waiver of right of recovery is in effect, Landlord shall look solely to the proceeds of its property insurance policies to compensate Landlord for any loss occasioned by fire or other insured casualty. During any period while the foregoing waiver of right of recovery is in effect, Tenant shall look solely to the proceeds of such policies to compensate Tenant for any loss occasioned by fire or other insured casualty.

16.6 The foregoing insurance policy will also cover all of Tenant's trade fixtures, furnishings, wall covering, interior partitions, carpeting, drapes, equipment and any leasehold improvements for the full insurable value thereof. In the event of loss, Tenant agrees that the proceeds of such insurances shall be used for the repair or replacement of the items so insured.

17. WAIVER OF CLAIMS.

17.1 Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby irrevocably and unconditionally releases all claims for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant resulting from a fire, accident, occurrence or condition in the Demised Premises, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, washstand, water closet, water pipe, sprinkler head or pipe, drain or any other pipe or tank in the Demised Premises, (iv) the backup of any sewer pipe or downspouts (v) the escape of steam or hot water, (vi) water being upon or coming through the roof of the Demised Premises, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass and (ix) any act or omission of Tenant or any person claiming by, through, or under Tenant, unless said damage is the direct result of an act of gross negligence or willful misconduct on the part of Landlord, Landlord's agents, employees or contractors.

17.2 Landlord shall not be deemed negligent and shall not be liable for damages caused to Tenant as a result of Landlord's failure to install, or Landlord's improper installation of, hurricane shutters and Landlord has no responsibility whatsoever for such installation. Landlord may, at its sole option, deliver hurricane shutters to Tenant for the Premises, and in such event then Tenant shall be responsible for storing said shutters within the Premises and for returning said shutters to Landlord in good working order, normal wear and tear excepted, upon the expiration or earlier termination of this Lease.

18. TRADE FIXTURES AND PERSONAL PROPERTY.

18.1 Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Demised Premises shall remain the property of Tenant. Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of this Lease and provided (at Landlord's option) Tenant restores the Demised Premises to the condition it was in prior to Tenant occupying the Demised Premises, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Demised Premises, including without limitation, gaming machines and tables, counters, shelving, showcases, mirrors and other movable personal property. All trade fixtures, signs and other personal property installed in or attached to the Demised Premises by Tenant must be in conformance with all applicable building codes and city regulations.

18.2 All improvements to the Demised Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions and any other items comprising Tenant's work but excluding removable trade fixtures and signs, shall (at Landlord's option) become the property of Landlord upon expiration or earlier termination of this Lease.

19. ESTOPPEL CERTIFICATE.

19.1 Tenant shall at any time and from time to time, without charge, within twenty (20) days after receipt of written notice from Landlord or any mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, a statement in writing (i) certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any; (ii) certifying that there has been no assignment or other transfer by Tenant of this Lease, or any interest therein; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and that Tenant has no right of offset, counterclaim or deduction against rental, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the building and the Demised Premises are a part. In the event Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver any such documents or instruments.

19.2 Provided Tenant is in good standing under the terms of this Lease and has complied with each and every covenant and condition hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder, Landlord agrees, upon written notice from Tenant, to execute, acknowledge and deliver to Tenant within twenty (20) days after receipt of written notice from Tenant, a statement in writing certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect, if appropriate (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, if appropriate), the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Landlord's knowledge, any uncured defaults on the part of Tenant hereunder, or specifying such defaults if any are claimed.

20. EVENTS OF TENANT DEFAULT.

The occurrence of any one or more of the following, not cured within any applicable corresponding cure period, if any, shall constitute an "Event of Default" by Tenant hereunder:

20.1 Failure of Tenant to commence business within the time period specified herein, from and after the Rent Commencement Date, with respect to Space 6666 #2 and Space 6666 #2A, and six (6) months after the Rent Commencement Date with respect to Space 6666 #3.

20.2 Substantial discontinuance by Tenant of the conduct of its business in the Demised Premises.

20.3 The filing of a petition by or against Tenant for, adjudication as a bankrupt or insolvent or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; any reorganization or proceedings under any provisions of the Federal Bankruptcy Code; an assignment by Tenant for the benefit of creditors; or the taking possession of all or substantially all of the property of Tenant by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Tenant, and such case or other proceeding shall remain un-dismissed or un-stayed for a period of sixty (60) days after receipt of written notice from Landlord.

20.4 Failure of Tenant to pay when due, and without any notice of default, any regularly scheduled monthly installment of Base Rent hereunder and sales tax and county discretionary tax thereon.

20.5 Vacation, abandonment or desertion of the Demised Premises or permitting the same to be empty and unoccupied (excluding routine closing periods).

20.6 Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the entire term of this Lease.

20.7 Notwithstanding anything to the contrary contained in this Lease, in the event of any (i) monetary default by Tenant under this Lease (excluding any regularly scheduled monthly installment of Base Rent hereunder), Tenant shall be provided with notice of such breach and a ten (10) day period after receipt of notice to cure such monetary default, and (ii) non-monetary default or breach by Tenant of any term, covenant, condition, obligation or agreement under this Lease, Tenant shall be provided notice of such breach and an opportunity to cure such default or breach for a period of fifteen (15) days after receipt of such notice, unless (i) such default or breach, by its nature, is not capable of being cured within such period, and (ii) within such period, Tenant commences to cure such default or breach and thereafter diligently prosecutes the cure thereof, and (iii) Tenant causes such default or breach to be cured no later than sixty (60) days after the date of such notice from Landlord.

20.8 Notwithstanding any provision of this Lease to the contrary, neither party shall be liable to the other party for any special, indirect, consequential or punitive damages or lost profits arising out or in any way connected with this Lease or an account of default, breach, Event of Default or any other reason whatsoever hereunder, and each party hereby waives any right to seek such damages against the other.

21. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT.

21.1 If an Event of Default by Tenant occurs, then the Landlord, in addition to all rights and remedies granted under the laws of the State of Florida shall have any and all of the following rights:

21.1.1 accelerate all of the remaining Rent for the Term, in which event all Rent shall become immediately due and payable;

21.1.2 terminate this Lease as provided by this Section and re-enter the Demised Premises and remove all persons and property from the Demised Premises, either by summary proceedings or by any other suitable action or proceeding at law, or otherwise; or

21.1.3 without terminating this Lease, terminate Tenant's right of possession to the Demised Premises, re-enter the Premises and remove all persons and property from the Premises, either by summary proceedings or by any other suitable action or proceeding at law, or otherwise, holding Tenant responsible for the remaining unpaid scheduled rent, provided however, Landlord shall have a duty to mitigate rental loss damages by reletting the Demised Premises to a new tenant, for the account of Tenant.

21.1.4 If Tenant receives any concessions from Landlord at the commencement of the Lease whether such concessions are in the form of free or reduced rent from any time after the beginning date and/or construction contributions in the form of cash or rent credits, then in the event of an uncured Event of Default by Tenant, but only to the extent that such Event of Default occurs and remains continuing during the initial term of this Lease, in addition to any and all other remedies available to Landlord, such concessions shall be additional rent immediately due and payable to Landlord. Notwithstanding anything to the contrary contained in this Lease, so long as Tenant has completed its repair of the Roof in accordance with its obligations within the Face Page, then for purposes of this provision, in that event, no portion of the Roof Credit granted to Tenant prior to such uncured Event of Default shall be included in the concessions from Landlord to Tenant.

21.1.5 Only if an Event of Default occurs and remains continuing during the initial term of this Lease, to receive reimbursement by Tenant of all unamortized brokerage fees incurred by Landlord in entering into this Lease, i.e. (a) the total brokerage fee paid by Landlord multiplied by (b) one minus (i) the number of monthly rental payments received by Landlord divided by (ii) the number or rental payments due to Landlord over the initial term of the Landlord negotiating and entering into this Lease.

21.2 Tenant agrees to pay all reasonable costs, whether or not otherwise considered "court costs" and reasonable expenses of collection and reasonable attorney's fees on any part of rent or sums agreed to be treated as rent that may be collected by an attorney, suit, distress, or foreclosure.

21.3 The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenants' use or occupancy of the Demised Premises, and any claim for injury or damage. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, any additional rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to, any counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by Tenant.

21.4 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Demised Premises, by reason of a default by Tenant or any of the terms, covenants or condition of this Lease.

21.5 In any action for eviction instituted by Landlord hereunder, Tenant may not assert any defense to such eviction until such time as Tenant has paid into the Registry of the Court all accrued and unpaid rents, however, Tenant shall not be obligated to pay into the Registry of the Court any accelerated Rent unless ordered by the Court to do so. Tenant must then continue throughout the litigation to pay all rents as they became due into the Registry of the Court.

22. CUSTOM AND USAGE.

22.1 It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

22.2 The waiver by Landlord of any breach of any term, provision, covenant, agreement, undertaking, or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking, or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, absolutely regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be specifically set forth in writing and signed by Landlord.

22.3 In the event that in this Lease it is provided that the exercise of any right by Tenant or the performance of any obligations of Tenant shall be subject to the consent or approval of Landlord and that the consent or approval of Landlord shall not be unreasonably withheld or delayed, Landlord shall respond to Tenant's written request within thirty (30) days.

23. SURRENDER AND HOLDING OVER.

23.1 Tenant, upon expiration or termination of this Lease, whether by lapse of time or otherwise. agrees to surrender peaceably to Landlord the keys and the Demised Premises in broom clean condition and in good working order and repair and as required by this Lease. In the event that Tenant shall fail to surrender the Demised Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages, for all the time Tenant shall so retain possession of the Demised Premises or any part or portion thereof, an amount equal to one hundred twenty five percent (125%) of the Base Rent specified herein, as applied to such period, as well as all other additional rents, as specified herein.

23.2 If Tenant remains in possession of the Demised Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Demised Premises

as a Tenant at sufferance from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

23.3 With respect to Tenant's improvements to the Demised Premises, whether installed as part of the initial improvements to the Demised Premises or by subsequent alteration, approved or deemed approved by Landlord, Landlord shall within ninety (90) days prior to the end of the Lease Term advise Tenant whether Landlord shall require the removal of the subject improvement or alteration at the end of the Lease Term. Only those improvements or alterations so indicated by Landlord as being required for removal shall be removed at the end of the Term of the Lease. Otherwise, Tenant shall not be required to remove any other improvements, alterations or fixtures and shall surrender the Premises without having to restore same to the same condition as it existed on the date hereof.

24. CONDEMNATION.

24.1 Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or portion of all of the Demised Premises or any part or portion of the parking area or of the service entrances or exits of the Plaza or any part thereof. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless and until the building in which the Demised Premises is located shall be substantially demolished. Upon the occurrence of such event the rentals herein provided shall proportionately abate. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease or otherwise. Notwithstanding the above, Tenant may bring a separate claim for a separate award against the condemning authority so long as such claim or award does not diminish or affect Landlord's award.

24.2 Notwithstanding anything to the contrary contained in this Lease, in the event that the Demised Premises have not been restored to tenantable condition and delivered to Tenant within one hundred eighty (180) days after the date of such exercise of the power of eminent domain of any governmental body, then Tenant, by way of written notice to Landlord, shall be entitled to terminate this Lease.

25. LANDLORD'S LIABILITY.

25.1 Notwithstanding any provision contained in this Lease or elsewhere now or hereafter to the contrary, Tenant agrees and acknowledges that Tenant shall look solely and only to Landlord's interest in the Plaza in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease on the part of the Landlord to be performed or observed; and no other assets whatsoever of Landlords shall be subject to liability, levy, execution, or other judicial process or award the satisfaction of Tenant's claim(s) of any kind or sort whatsoever.

26. NOTICES.

26.1 Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to one or the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, overnight courier such as UPS or FedEx, or by hand, addressed to the addresses of the parties first set forth on the Face Page. Notices shall be deemed given upon receipt or upon refusal to accept same or if either party moves without notice, then upon the date delivery was first attempted. Either party may change such address by written notice by certified or registered mail to the other.

27. SEVERABILITY.

27.1 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

28. SUCCESSORS AND ASSIGNS.

28.1 All rights obligations and liabilities herein given to or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and

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assigns of said parties, and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and such notice shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been specifically approved by Landlord in writing as set forth elsewhere herein.

28.2 Notwithstanding anything contained herein to the contrary, Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Demised Premises without the prior written consent of Landlord in each instance, which consent shall be subject to the terms and conditions hereinafter set forth, but such consent shall not to be unreasonably withheld, conditioned, delayed or denied. Landlord's consent shall be reasonably withheld if, among other things, Landlord is not assured that substantially the same type, class, nature and quality of business, merchandise, services and management, including, without limiting the generality of the foregoing, similarity and nature, type, quality, retail price structure and volume of merchandise, goods or services sold or offered for sale, and prestige, reputation and financial soundness of ownership and management, is maintained and will continue to be furnished in a manner contemplated by this Lease, and provided further that each and every right, remedy or benefit offered Landlord by this Lease, is not or will not be impaired or diminished. Notwithstanding assignor's continuing liability hereunder, the financial ability of any proposed assignee, and of the required sureties, shall be deemed to be material in Landlord's consideration of any proposed assignment. The consent by Landlord to any assignment or subletting shall not constitute, a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or sublet or transfer by operation of law. If this Lease be assigned, or if the Demised Premises or any part thereof be underlet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, under tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under tenant or occupant as tenant, or release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Any such assignee or subtenant shall be bound by all of the terms, covenants and conditions of this Lease including but not limited to the restrictions as to Use. Notwithstanding any assignment or sublease (even if consented to by Landlord or permitted by the terms of this Lease), Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease and any such assignee or subtenant shall be bound by all of the terms, covenants and conditions of this Lease including but not limited to the restrictions as to Use.

If Tenant is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), then for purposes of this Lease, any sale, transfer or assignment of a majority of the issue of outstanding stock of Tenant or the sale, transfer or assignment of a majority of Tenant's assets shall be deemed an assignment under this Lease.

Any attempted assignment, pledge or encumbrance of this Lease or subletting of all or a portion of the Demised Premises by Tenant without the prior written consent of Landlord, or as otherwise expressly provided for and permitted by the terms of this Lease, shall be null and void and any attempt by Tenant to assign, pledge or encumber this Lease or sublet a portion or all of the Demised Premises without the prior written consent of Landlord shall constitute a default by Tenant of this Lease, subject to the notice and cure periods set forth herein.

In the event Tenant shall desire to sublet the Demised Premises, in whole or in part, or assign Tenant's interest under this Lease, in whole or in part, Tenant shall give Landlord not less than thirty (30) days prior written notice. Such notice shall set forth all pertinent business terms of the proposed assignment or subletting as well as the name and address of the proposed assignee or sublessee, information as to financial condition of such assignee or sublessee and proposed use which assignee or sublessee desires to make of the Demised Premises. Such notices shall bear the signature of the proposed lessee or assignee attesting to its accuracy. Tenant shall in addition at Landlord's request furnish such other information as Landlord may reasonably request concurring such proposed assignment or subletting. All requests for assignment and/or sublet shall be accompanied by a $1,000 fee to cover, amongst other things, Landlord's costs of reviewing such request, obtaining mortgagee approval of such request, and Landlord's legal fee. Such $1,000 fee shall be returned to Tenant should Landlord deny such assignment or sublet.

Notwithstanding the foregoing or any other provision of this Lease to the contrary, Tenant shall have the right to sublease or joint venture with a strategic business partner in the Demised Premises for purposes of sports betting without Landlord's prior written consent and any such sportsbetting subtenant shall not be subject to the provisions of the following paragraph so long as any such sublease or joint venture does not occupy or utilize more than forty (40%) percent of the Demised Premises.

Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to transfer a majority or all of Tenant's direct and/or indirect ownership interests in Tenant, assign this Lease or sublet all or a portion of the Demised Premises (for a rent not less than the pro-rata amount of the Base Rent applicable to such assignment or subletting) without Landlord's consent, and Tenant shall be released from all liability and obligation of Tenant under this Lease for any Event of Default occurring from and after the date of such assignment or subletting, provided: (i) Tenant or such proposed assignee or subtenant may post an additional security deposit with Landlord under the Lease contemporaneously with such assignment (the "Assignment Date") in an amount equal to Two Hundred Fifty Thousand and No/100 Dollars ("Additional Security Deposit"), which Additional Security Deposit shall be held by Landlord during the entire Term and any Renewal Options thereof, provided that in the event that both: (A) there is no Event of Default (beyond any applicable notice and cure period set forth in this Lease) by the Tenant or such proposed assignee or subtenant under this Lease during the twenty four (24) month period after the Assignment Date, and (B) there is no Event of Default (beyond any applicable notice and cure period set forth in this Lease) by Tenant or such proposed assignee or subtenant at the time of such request, Landlord shall return the Additional Security Deposit to Tenant or such proposed assignee or subtenant within ten (10) business days after Landlord's receipt of Tenant's or such proposed assignee's or subtenant's written request for the return of such Additional Security Deposit, (ii) Tenant or such proposed new tenant or subtenant has liquid assets on the Assignment Date totaling not less than [redacted] (iii) Tenant or such proposed new tenant or subtenant, or Tenant's or the proposed new tenant's or subtenant's principal(s), direct or indirect owner(s), or third party management company have in the aggregate at least five (5) years' experience of owning, operating or managing an operation similar to Tenant's business or related industry, and (iv) Tenant shall on the Assignment Date, provide to Landlord (1) in the case of a Transfer, such executed organizational documents reflecting the transfer of a majority or all of Tenant's direct and/or indirect ownership interests in Tenant, (2) in the case of an assignment, a copy of the executed assignment of this Lease which contains the assignee's signed agreement to assume all of Tenant's obligations under this Lease, in a form reasonably acceptable to Landlord, and (3) with respect to a sublease, a copy of the executed sublease.

29. QUIET ENJOYMENT.

29.1 Landlord covenants that, upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the entire Term of this Lease, including any extensions thereof, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to each and every one of the terms, provisions, covenants, agreements, under takings and conditions of this Lease.

30. FORCE MAJEURE.

30.1 Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

30.2 The terms of Paragraph 30.1 hereof regarding force majeure shall be applicable to Tenant solely with regard to non-monetary issues. For all monetary issues, there shall be no events of force majeure and no excuse for delay permitted in connection with the obligation of Tenant to pay any sums required hereunder.

31. SCOPE AND INTERPRETATION OF THE AGREEMENT.

31.1 This Lease is and shall be deemed, construed and considered to be the only agreement between the parties hereto pertaining to the Demised Premises. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. The laws of the State in which the Plaza is situated shall govern the validity, interpretation, performance and enforcement of this Lease. Neither this Lease nor any memorandum or synopsis hereof may be recorded, and any recording in violation hereof shall be but a nullity and shall constitute Tenant in default hereunder. The parties intend that there be no third party beneficiaries to this Lease, except only for Landlord's mortgagee(s) or other lender(s).

31.2 Subject to the limitations and restrictions set forth on the Face Page, Landlord reserves the absolute right to effect such other tenancies in the Plaza as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Plaza. Tenant does not rely on the fact, nor does Landlord

represent, that any specific tenant or number of tenants shall during the term of this Lease occupy space in the Plaza.

32. LANDLORD'S FINANCING.

32.1 Financial Statements: From time to time, upon written request by Landlord, Tenant shall deliver to Landlord financial statements certified by Tenant, but only to the extent required by any mortgagee of the Plaza in connection with Landlord's financing or refinancing of the Plaza. Landlord shall not disclose such financial statements to any other parties with the exception of Landlord's mortgagee, potential mortgagee, potential purchaser of the Plaza, and/or their respective attorneys.

33. RADON GAS.

33.1 Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it overtime. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056(B), Florida Statues.

34. HAZARDOUS WASTE.

34.1 Tenant hereby agrees that it will not cause or permit to occur, and shall not permit to exist, any condition which may cause a discharge of any hazardous substance at, upon, or within the Plaza, or any contiguous real estate (provided Tenant shall be allowed to have on the Demised Premises normal office and cleaning supplies, and bleach provided all such supplies are stored and disposed of in compliance with all applicable laws and regulations). Tenant further agrees that it will not be involved in any operations at or near the Plaza, which operations could lead to (i) the imposition of liability under the Hazardous Waste Laws on Landlord, any mortgagee of the Property or their subsequent successors or assigns, (ii) the creation of a lien on the Plaza under the Hazardous Waste Laws or under any similar laws or regulations.

34.2 In the event a hazardous discharge caused by Tenant occurs, Tenant shall comply strictly and in, all respects with the requirements of the Hazardous Waste Laws and related and similar regulations. Tenant agrees to forward copies of all orders, notices, permits, applications, or other communications and reports in connection with any discharge, suspected discharge or presence of any hazardous substance or any other matters relating to the Hazardous Waste Laws or any similar laws and regulations, as they may affect the Property, to the Landlord.

34.3 In the event Landlord, with reasonable cause, suspects a violation of the foregoing Sections 34.1 and 34.2, Tenant shall permit Landlord and its consultants, upon reasonable notice, to conduct such reasonable inspections of the Demised Premises and to conduct such reasonable tests at Landlord's discretion to determine whether Tenant has breached its obligations under the foregoing Sections 34.1 and 34.2, and whether a violation has taken place.

34.4 Tenant hereby indemnifies, saves, defends and holds harmless, Landlord, any mortgagee of Landlord, the respective representatives of each, and their subsequent successors and assigns (collectively, the "Indemnified Persons"), from and against the full amount of any and all losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses, including but not limited to, clean-up of hazardous substances, reasonable attorney's fees and all other professional or consultants expenses incurred in investigating, or preparing for or defending against any action or proceeding, whether actually commenced or threatened, which may be asserted against any Indemnified Persons due to any violation of the provisions of this Section 34 by Tenant.

34.5 In the event that any current or future mortgagee of Landlord requires precautionary monitoring, testing or their measures with respect to hazardous materials solely due to Tenant's use of the Demised Premises, then Tenant shall reasonably cooperate fully with such monitoring, testing and/or other measures.

35. OPTIONS.

35.1 Provided the Lease is in good standing and Tenant is not in default hereunder (after the expiration of all applicable notice and cure periods) and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder (after the expiration of all applicable notice and

cure periods) Landlord hereby gives and grants to Tenant the right, privilege and option of extending the Term of this Lease for the period of time set forth on the Face Page. The first extended Term shall automatically commence from the date of the expiration of the initial Term, unless Tenant gives Landlord written notice of Tenant's intention not to exercise the option to extend not less than six (6) months prior to the expiration of the then expiring Term. Failure to give any such non-renewal notice shall be deemed a waiver of Tenant's right to not exercise this option. All of the terms, covenants and conditions of this Lease shall apply during the initial and the extended Term(s), and the Base Rent during the initial and extended term(s) shall continue to be adjusted on the "Rental Adjustment Dates" as provided for on the Face Page.

36. BROKERS.

36.1 Each of Landlord and Tenant warrant and represent to the other that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except Jeremiah Baron & Co Commercial Real Estate, LLC ("Baron") and Infinity Commercial Real Estate ("Infinity") (collectively, the "Brokers"). Baron shall be entitled to a commission payable solely by Landlord pursuant to separate agreement and Infinity shall be entitled to a co-brokerage commission payable to it from Baron. So long as Infinity agrees to accept payment of its commission from Baron, Landlord hereby indemnifies and holds Tenant harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation claimed by the Brokers in connection with this Lease. Each of Landlord and Tenant, as applicable, shall indemnify, defend and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent, other than the Brokers, in connection with this Lease or its negotiation by reason of any act of the indemnifying party.

37. CAPTIONS.

37.1 Any heading preceding the text of several paragraphs and subparagraphs hereof are inserted solely for the convenience of the reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning construction, or effect.

38. ATTORNEYS FEES.

38.1 In the event of any litigation (including all appeals) arising out of this Lease and involving Landlord and Tenant, the prevailing party shall be entitled to receive all actual costs incurred, including reasonable attorney's fees at all trial and appellate levels from the non-prevailing party.

39. BINDING EFFECT.

39.1 The presentation of this Lease to Tenant does not constitute an "offer". This Lease shall not be valid or binding against any party unless and until it is executed by all parties.

40. ACCESS; CONTINUOUS OPERATION.

40.1 Tenant shall have access to the Demised Premises, the building in which the Demised Premises is located, the Plaza and all Common Areas (including, without limitation, all parking spaces in the Plaza) twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks a year during the entire Term of this Lease and all extensions thereof except as provided in the Face Page.

41. CONFIDENTIALITY.

41.1 Landlord shall hold in confidence all sales figures and related information obtained from Tenant's records except as may be necessary for the enforcement of Landlord's rights under this Lease, in connection with prospective financing or prospective sale of the Demised Premises, any tax proceedings, or pursuant to any legal requirements.

42. LANDLORD DEFAULT.

42.1 A "Landlord Default" shall be deemed to exist if Landlord fails to perform, comply with or observe any material agreement, obligation or undertaking of Landlord in this Lease, and such failure continues for a period of fifteen (15) days after Landlord receives written notice from Tenant specifying the failure, unless such failure cannot reasonably be cured within such fifteen (15) day period, in which event Landlord must fail to commence curing such failure within such fifteen (15) day period and fail to diligently pursue the same to completion, but in

no event later than sixty (60) days after the date of Landlord's receipt of written notice from Tenant. Upon any Landlord Default, Tenant shall have all rights against Landlord permitted by Florida law.

43. COUNTERPARTS.

43.1 This Lease may be executed in two (2) or more counterparts using an electronic or digital signature. This Lease, upon execution, may be delivered in faxed or scanned electronic form, any such signature will be deemed an original, and all of which signatures together will constitute one and the same instrument. Without limiting the foregoing, it will not be necessary to produce or account for more than one counterpart hereof signed by each of the parties, and a scanned electronic copy of this Lease will suffice for such purposes if this Lease is executed using an electronic or digital signature.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of this 1st day of SEPTEMBER 2022.

LANDLORD:

St. Lucie EMI, LLC,
a Florida limited liability company
By: _____
Name: Eduardo M. Ibarra
Its: Managing Member

St. Lucie MEP, LLC,
a Florida limited liability company

By: Mr. Ed Properties, Inc.,
a Florida corporation,
its managing member

By: _____
Name: Eduardo M. Ibarra
Its: President

St. Lucie PPI, LLC,
a Florida limited liability company

By: Pepito Properties, Inc.
a Florida corporation,
its managing member

By: _____
Name: Eduardo M. Ibarra
Its: President

TENANT:

Fronton Holdings, LLC,
a Delaware limited liability company

By: _____
Name: Andrew Jonas
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of this 1 day of September, 2022.

LANDLORD:

St. Lucie EMI, LLC,
a Florida limited liability company
By:_____
Name: Eduardo M. Ibarra
Its: Managing Member

St. Lucie MEP, LLC,
a Florida limited liability company

By: Mr. Ed Properties, Inc.,
a Florida corporation,
its managing member

By:_____
Name: Eduardo M. Ibarra
Its: President

St. Lucie PPI, LLC,
a Florida limited liability company

By: Pepito Properties, Inc.
a Florida corporation,
its managing member

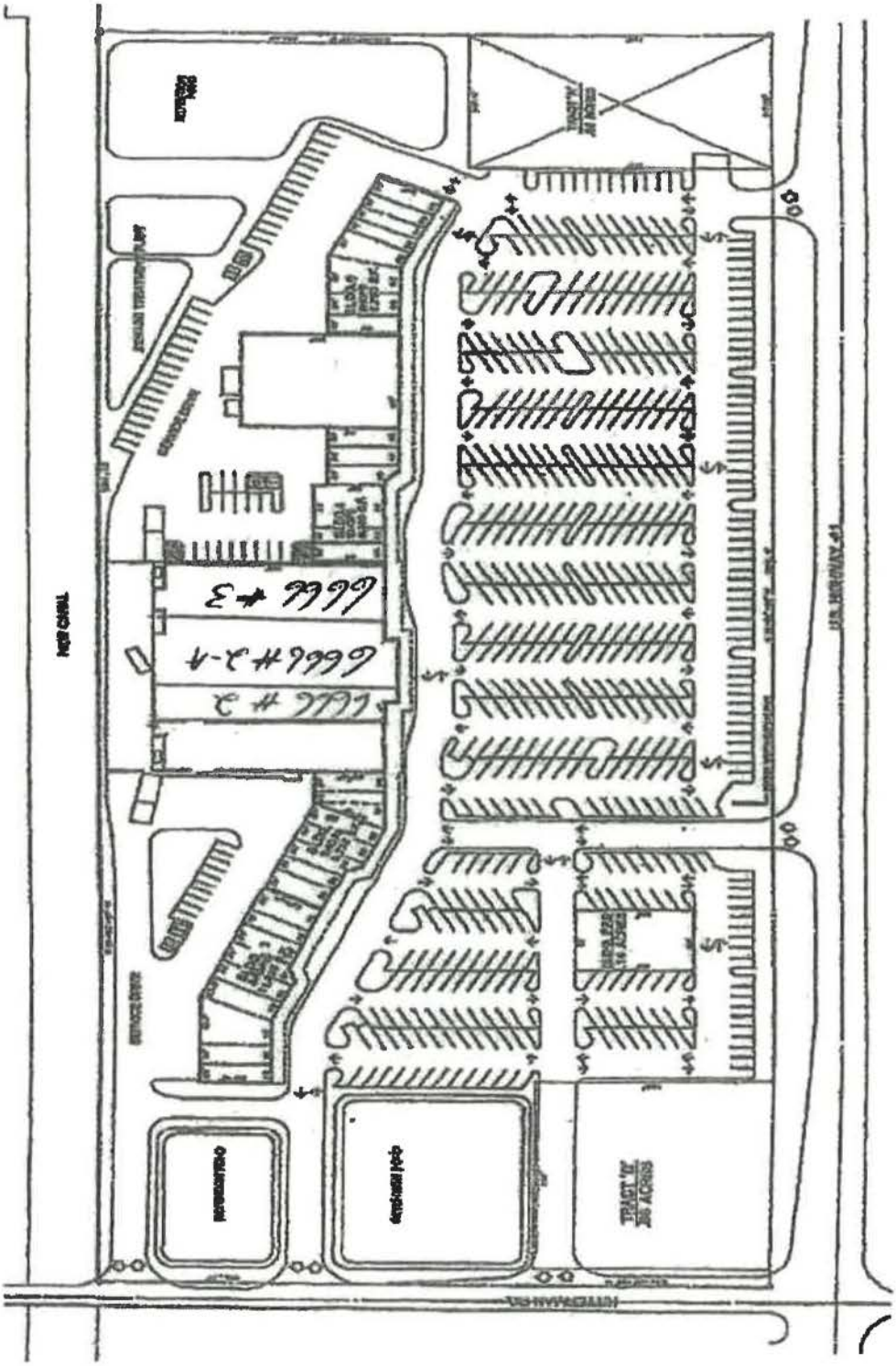
By:_____
Name: Eduardo M. Ibarra
Its: President

TENANT:

Fronton Holdings, LLC,
a Delaware limited liability company

By: _____
Name: Andrew Jonas
Title: Vice President

Exhibit "A"
Site Plan and Demised Premises



28

EXHIBIT "B"

LANDLORD'S WORK

The area designated as the Demised Premises shall be accepted by Tenant in its existing condition. Landlord shall not be obligated to perform any work. ("Landlord's Work")

INITIALS: Landlord: GY Tenant: _____

EXHIBIT "B"

LANDLORD'S WORK

The area designated as the Demised Premises shall be accepted by Tenant in its existing condition. Landlord shall not be obligated to perform any work. ("Landlord's Work")

INITIALS: Landlord: _____ Tenant: _____

EXHIBIT "C"

CONSTRUCTION AGREEMENT - TENANT'S WORK

All Tenant's work shall conform to all applicable governing codes and shall include the work listed below. Except for (i) Landlord's maintenance and repair obligations set forth elsewhere in this Lease and (ii) Landlord's work set forth on Exhibit B, all work to be performed in the Demised Premises shall be "Tenant's Work".

1. Construction:

   (a) Interior partitions, doors and windows (if applicable).
   (b) Any interior wall and floor finishes.

2. Electrical:

   (a) Any and all electrical work required by Tenant which is not Landlord's obligation as per code or Exhibit "B".

   (b) telephone installation.

3. Plumbing (Typically applies to new construction):

   (a) **TENANT SHALL PAY ANY AND ALL WATER AND/OR SEWER CHARGES (INCLUDING HOOK-UP FEES AND ANY OTHER CONNECTION FEES) IMPOSED BY THE LOCAL GOVERNING AUTHORITY AND WILL REIMBURSE TO LANDLORD THE AMOUNT PAID BY LANDLORD ON TENANT'S BEHALF, IF APPLICABLE.**

   (b) Provide and install water meter (if applicable).

4. Tenant will furnish one complete set of store plans with specifications to the Landlord for Landlord's approval.

5. If the Demised Premises is to be used as a restaurant or any facility that serves food or beverage items, Tenant must waterproof the kitchen walls to a height of no less than 18" above floor level in a manner reasonably acceptable to Landlord. Written proof of this must be provided to the Landlord in writing within fourteen (14) days of occupancy of the space.

6. Tenant will pay for any utility charges associated with the Demised Premises during and after Tenant's construction of the Demised Premises.

7. Tenant will require any contractor or sub-contractor to remove and dispose of, at least once a week, all debris and rubbish caused by the Tenant's work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Plaza.

8. Tenant and/or Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance and the following minimum amounts naming Landlord and any mortgagee of Landlord as additional insureds as their interest may appear, issued by companies approved by Landlord.

   (a) Workmen's Compensation coverage with limits of at least [redacted] for the employer's liability coverage thereunder.

   (b) Builder's Risk-Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated completed cost of said construction and improvements with 100% coinsurance protection.

(c) Automobile Liability coverage with bodily injury limits of at' least [redacted] per person [redacted] per accident, and [redacted] per accident for property damage.

Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's work is started and before any contractor's equipment is moved to any part of the whole Plaza. In all other respects the insurance coverage above mentioned shall comply with the provisions of this Lease.

9. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's work.

10. In the event Tenant should elect to hire Landlord's General Contractor to perform Tenant's Work and said act creates a "co-mingling" of Landlord and Tenant's Work that may result in the delay of the completion of Landlord's Work in accordance with Exhibit "B", Tenant agrees to notify Landlord so that the parties may agree to a revised Rent Commencement Date.

11. Tenant shall install Tenant's initial improvements in accordance with the final approved plans for the Demised Premises in such a manner so as to not unreasonably interfere with any Plaza building systems and structural components.

12. Any approval required by Landlord under this Exhibit "C" shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to approve or disapprove in writing delivered to Tenant of any proposed Tenant's plans within seven (7) days (two (2) business days for resubmittals from Tenant) of the date Tenant delivers same to Landlord, then such plans shall be deemed to be approved by Landlord entitling Tenant to proceed hereunder. Landlord shall limit its objection comments to matters which, based upon Landlord's familiarity with the building, its construction and the mechanical, plumbing, HVAC and electrical systems of the building, Landlord reasonably believes (i) there is a design or lay-out flaw in the proposed plans, (ii) the proposed plans are not sufficient to obtain the required building permits or certificate of occupancy, (iii) as presented the proposed plans are not in compliance with any applicable zoning, land use, building or life safety laws applicable to the building, or (iv) otherwise materially adversely affects the building. Thereafter, Tenant will cause Tenant's plans to be revised to the extent necessary hereunder to obtain Landlord's approval and to be re-submitted for Landlord's approval.

13. Tenant shall not make any alterations, additions or improvements to the Demised Premises that affect the exterior of the Demised Premises (except for cameras (i) on the exterior walls of the building in the front and back of the Demised Premises and (ii) designated employee parking areas within the Common Areas) or any structural component of the Demised Premises.

INITIALS: Landlord: _____ Tenant: _____

(c) Automobile Liability coverage with bodily injury limits of at' least [redacted] per person [redacted] per accident, and [redacted] per accident for property damage.

Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's work is started and before any contractor's equipment is moved to any part of the whole Plaza. In all other respects the insurance coverage above mentioned shall comply with the provisions of this Lease.

9. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's work.

10. In the event Tenant should elect to hire Landlord's General Contractor to perform Tenant's Work and said act creates a "co-mingling" of Landlord and Tenant's Work that may result in the delay of the completion of Landlord's Work in accordance with Exhibit "B", Tenant agrees to notify Landlord so that the parties may agree to a revised Rent Commencement Date.

11. Tenant shall install Tenant's initial improvements in accordance with the final approved plans for the Demised Premises in such a manner so as to not unreasonably interfere with any Plaza building systems and structural components.

12. Any approval required by Landlord under this Exhibit "C" shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to approve or disapprove in writing delivered to Tenant of any proposed Tenant's plans within seven (7) days (two (2) business days for resubmittals from Tenant) of the date Tenant delivers same to Landlord, then such plans shall be deemed to be approved by Landlord entitling Tenant to proceed hereunder. Landlord shall limit its objection comments to matters which, based upon Landlord's familiarity with the building, its construction and the mechanical, plumbing, HVAC and electrical systems of the building, Landlord reasonably believes (i) there is a design or lay-out flaw in the proposed plans, (ii) the proposed plans are not sufficient to obtain the required building permits or certificate of occupancy, (iii) as presented the proposed plans are not in compliance with any applicable zoning, land use, building or life safety laws applicable to the building, or (iv) otherwise materially adversely affects the building. Thereafter, Tenant will cause Tenant's plans to be revised to the extent necessary hereunder to obtain Landlord's approval and to be re-submitted for Landlord's approval.

13. Tenant shall not make any alterations, additions or improvements to the Demised Premises that affect the exterior of the Demised Premises (except for cameras (i) on the exterior walls of the building in the front and back of the Demised Premises and (ii) designated employee parking areas within the Common Areas) or any structural component of the Demised Premises.

INITIALS: Landlord: _____ Tenant: _____

EXHIBIT "D"

MISCELLANEOUS PROVISIONS

1. **Heating and Air Conditioning Unit(s):** Tenant, at its sole cost, shall maintain the air conditioning (includes heating, if applicable) unit(s) for the Demised Premises in good condition and repair throughout the term of the Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

(1) Regularly service the air conditioning unit(s) on the Demised Premises on a monthly basis, changing belts, filters, and other parts as required.

(2) Perform emergency and extraordinary repairs on the air conditioning unit(s), as needed.

(3) Keep a detailed record of all services performed on the Demised Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than the Rent Commencement Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease. The obligations contained within this exhibit are in addition to the maintenance, repair and replacement obligations contained within other provisions of this Lease.

Tenant acknowledges that prior to the execution of this Lease, it has had the opportunity to inspect the air conditioning units and it does hereby accept the air conditioning units in their current condition.

No Representations: Tenant hereby acknowledges and agrees that neither Landlord nor Landlord's agents (including Landlord's managing agents, leasing agents, contractors and/or Landlord's attorney) or employees has made any representations, promises or other inducements to Tenant's execution of this Lease except as specifically provided herein, and no future statements, representations or warranties of Landlord, its agents or employees shall be binding upon Landlord unless they are in writing and executed by Landlord.

Tenant further acknowledges and agrees that in all cases, if any, in which Landlord's consent and/or approval has been provided to Tenant in this Lease, except where otherwise specifically provided in writing in the Lease, said consent and/or approval is subject to Tenant (at its sole cost and expense) obtaining all necessary governmental and quasi-governmental approvals, and Landlord makes no representation whatsoever as to and this Lease is in no way contingent upon the governmental and/or quasi governmental approval process or as to Tenant's ability to obtain all necessary governmental and/or quasi-governmental approvals, and Landlord shall not be liable for Tenant's inability to obtain such approvals.

INITIALS: Landlord: _____ Tenant: _____

EXHIBIT "D"

MISCELLANEOUS PROVISIONS

1. **Heating and Air Conditioning Unit(s):** Tenant, at its sole cost, shall maintain the air conditioning (includes heating, if applicable) unit(s) for the Demised Premises in good condition and repair throughout the term of the Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Florida, which firm shall:

(1) Regularly service the air conditioning unit(s) on the Demised Premises on a monthly basis, changing belts, filters, and other parts as required.

(2) Perform emergency and extraordinary repairs on the air conditioning unit(s), as needed.

(3) Keep a detailed record of all services performed on the Demised Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than the Rent Commencement Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease. The obligations contained within this exhibit are in addition to the maintenance, repair and replacement obligations contained within other provisions of this Lease.

Tenant acknowledges that prior to the execution of this Lease, it has had the opportunity to inspect the air conditioning units and it does hereby accept the air conditioning units in their current condition.

No Representations: Tenant hereby acknowledges and agrees that neither Landlord nor Landlord's agents (including Landlord's managing agents, leasing agents, contractors and/or Landlord's attorney) or employees has made any representations, promises or other inducements to Tenant's execution of this Lease except as specifically provided herein, and no future statements, representations or warranties of Landlord, its agents or employees shall be binding upon Landlord unless they are in writing and executed by Landlord.

Tenant further acknowledges and agrees that in all cases, if any, in which Landlord's consent and/or approval has been provided to Tenant in this Lease, except where otherwise specifically provided in writing in the Lease, said consent and/or approval is subject to Tenant (at its sole cost and expense) obtaining all necessary governmental and quasi-governmental approvals, and Landlord makes no representation whatsoever as to and this Lease is in no way contingent upon the governmental and/or quasi governmental approval process or as to Tenant's ability to obtain all necessary governmental and/or quasi-governmental approvals, and Landlord shall not be liable for Tenant's inability to obtain such approvals.

INITIALS: Landlord: _____ Tenant: _____

EXHIBIT "E"

SKETCH OF PROPOSED SIGNAGE

NEW CABINET WITH PLEX FACE TENANT PANELS FOR EXISTING PYLON SIGN

ART

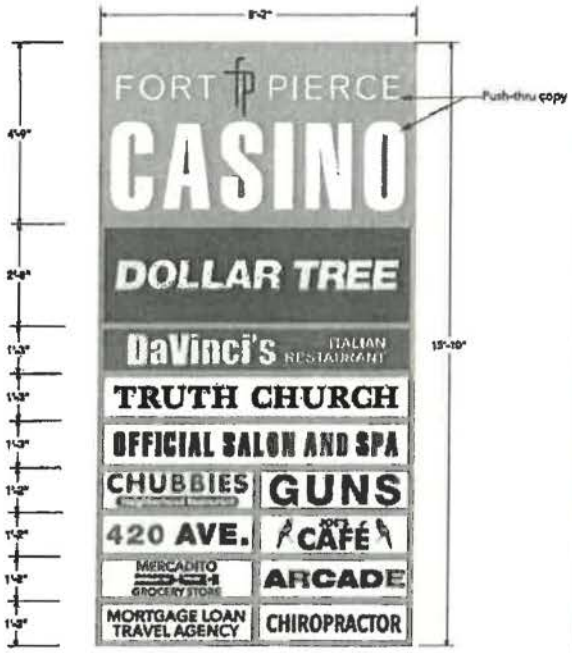
CLIENT: Fort Pierce Casino
FILE: Fort Pierce Casino v1 6-6-22
ADDRESS: [illegible] E. Highway 1, Fort St. Lucie, FL

REVISION V3:
REVISION V4:
REVISION V5:
REVISION V6:
REVISION V7:

CLIENT APPROVAL:
DATE: 7/5/2022 SALE REP: Lou ARTIST: Carlos

1

Colors shown on drawing are for presentation purposes. All colors must be performed matched to project photos before painting. Any parts accepting this document does so on certificate and agrees that it should not be duplicated in whole or in part, nor shown to others without the written consent of Art Sign Company, or referred copy full for unauthorized use/re-use location. Contractor must verify all conditions on site and notify any discrepancies which is known on the drawing before proceeding with the work.



NEW CABINET WITH PLEX FACE TENANT PANELS FOR EXISTING PYLON SIGN

ART

CLIENT: Fort Pierce Casino
PROJ: Fort Pierce Casino v1 8-8-22
ADDRESS: 4099 S. Highway 1, Port St. Lucie, FL

CLIENT APPROVAL:
DATE: 7/6/2022 SALE REP: Lu ARTIST: Carlos

2

EXHIBIT "F"

RULES AND REGULATIONS – CLIENT TO REVIEW AND ADVISE

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made only by way of the rear of the Demised Premises (unless the Demised Premises does not have a rear entrance) or at any other location designated by Landlord, provided, however, normal deliveries by small delivery trucks, including without limitation FedEx and UPS trucks, to the front entrance of the Demised Premises shall be permitted; trailers and/or trucks servicing the Demised Premises shall remain parked in the rear of the Plaza only during those periods necessary to service Tenant's operations, but in no event shall such trailers or trucks remain parked in the Plaza overnight or beyond the closing hour of the Plaza.

2. All garbage and refuse shall be placed in the container (all boxes shall be flattened prior to placement in container) at the locations within the Plaza and reasonably proximate to the Demised Premises designated by Landlord, for collection (at time specified by Landlord) by contractors, as may from time to time be designated by Landlord.

3. No radio, television, phonograph or other similar devices shall be used in a manner so as to be heard outside of the Demised Premises.

4. Except as permitted under the Lease, Tenant shall not use the Common Areas of the Plaza, or any portion of the Plaza outside of the Demised Premises, for business, advertising or promotional purposes unless permitted by Landlord in writing. All vehicles containing signs or other advertising medium shall be parked at all times at the rear of the Plaza, and shall not remain parked in the Plaza overnight or beyond the closing hour of the Plaza.

5. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas (which may be) designated for that purpose by Landlord if Landlord deems it to be in the best interests of the tenants in the Plaza.

6. The plumbing facilities within or servicing the Demised Premises shall not be used for any purposes other than for which they were constructed.

7. Tenant shall not use, permit or suffer the use of any portion of the Demised Premises as living, sleeping or lodging quarters.

8. All mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Demised Premises are located or beyond the confines of the Plaza.

9. No odors or vapors or noise will be permitted or caused to emanate from the Demised Premises which would adversely or unreasonably affect other tenants of the Plaza.

10. The Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor at market competitive costs to service the Demised Premises at such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Demised Premises to perform pest extermination services.

11. No automobiles, trucks or other vehicles may be stored on the Plaza, or may be parked on the Plaza which are not capable of being run under their own power.

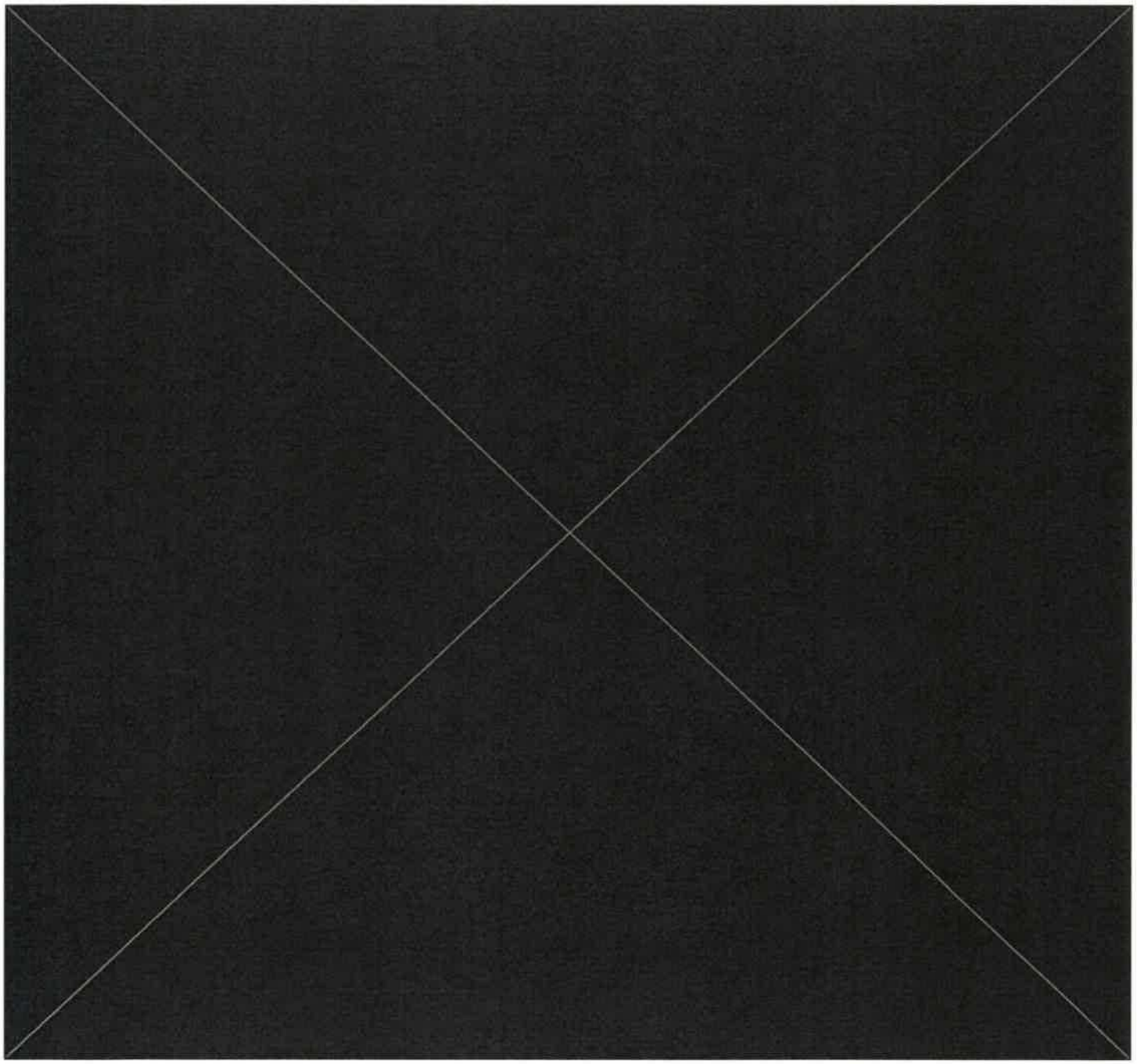
12. Tenant will not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Plaza, whether belonging to Tenant or to Tenant's agent or to any other person.

13. Tenant shall not place, suffer or permit displays or decorations on the sidewalks in front of or at the rear of the Demised Premises or on or upon any of the parking or other Common Areas of the Plaza.

RS

EXHIBIT "G"

RENT CHART



POLICIES REGARDING ASSISTANCE TO THE DISABLED

Pursuant to the Americans with Disabilities Act, this business is required to remove all barriers to full and equal access to our facilities and services by the Disabled.

Therefore. if a person with a disability seeks to make a purchase or use our facilities or otherwise seeks information and/or assistance from any of our employees. that employee shall, if needed to make the product, facilities or information available; assist the person with a disability to a table, desk or counter of a height suitable for that person's use; and if necessary, shall read the product or service information to those who are visually impaired; and provide pad and writing instrument to those with hearing or speech disabilities.

In the event a person with such disability needs to use a restroom facility that is accessible to the disabled, the employee shall direct the disabled person to the accessible facility.

Confidential and exempt from disclosure pursuant to Sections 119.0715, 688.001-688.009, 815.04, and 815.045, Florida Statutes

Exhibit 9 - Business Plan for the First Year of Operation

On March 13, 2026, Florida Partners, LLC ("FP") entered into an Asset Purchase Agreement with Fronton Holdings, LLC which will result in FP acquiring certain assets held by Fronton Holdings, LLC, including pari-mutuel permit #278.

[redacted]

State of Florida
Department of Business and Professional Regulation
Chronology Report

Case #: 2026033730 **Incident date:** 05/15/2026 **Status:** 10 - Initial Review

Lic Type: 1000 **Disposition:**

Case Type: Complaint

Responsible: jpouncey - POUNCEY, JAMIE

Complainant: FGCC, DIVISION OF PARI MUTUEL WAGERING
4070 ESPLANADE WAY, SUITE 250, TALLAHASSEE, FL 32399

Respondent: FRONTON HOLDINGS, LLC
6666 SOUTH US HIGHWAY 1, PORT ST LUCIE, FL 34952

Summary: Fronton Holdings, LLC has requested to change ownership.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
05/15/2026	R		jpouncey	POUNCEY, JAMIE	ljelks	
05/15/2026	S	1000	10	Initial Review	ljelks	

4. Discussion of application for transfer of permitholder tax credit/ exemption

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Re:	Request to Transfer Tax Credit Case #2026-051475
Date:	July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) possesses a greyhound permit.[1] TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140). TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) has $360,000.00 of tax credits available for transfer. Additionally, TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) has not previously elected to transfer these tax credits. Neither TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

---

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.

[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.

[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").

[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140). Second, TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) has not elected to transfer its available tax credits this state fiscal year. Third, TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve TBD Entertainment, LLC., d/b/a TGT Poker & Racebook (#140) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

---

[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id.*
[7] *Id.*
[8] *Id.*
[9] *Id.*

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: TBDG Entertainment LLC (Permit #140)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Gregory Gelyon
Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051475 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: TBD ENTERTAINMENT, LLC

P O BOX 2007, TAMPA, FL 33674-8096

Respondent: FLORIDA GAMING CONTROL COMMISSION

4070 ESPLANADE WAY SUITE 250, TALLAHASSEE, FL 32399

Summary: On 07/17/2026; TBD Entertainment (# 140) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective 8/1/2026

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051626
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Bonita-Ft. Myers Corp (#142) possesses a greyhound permit.[1] Bonita-Ft. Myers Corp (#142) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Bonita-Ft. Myers Corp (#142) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Bonita-Ft. Myers Corp (#142). Bonita-Ft. Myers Corp (#142) has $360,000.00 of tax credits available for transfer. Additionally, Bonita-Ft. Myers Corp (#142) has not previously elected to transfer these tax credits. Neither Bonita-Ft. Myers Corp (#142) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Bonita-Ft. Myers Corp (#142) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Bonita-Ft. Myers Corp (#142). Second, Bonita-Ft. Myers Corp (#142) has not elected to transfer its available tax credits this state fiscal year. Third, Bonita-Ft. Myers Corp (#142) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Bonita-Ft. Myers Corp (#142) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Bonita-Ft. Myers Corp (#142) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Bonita-Ft. Myers Corp (#142) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

---

[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Bonita-Fort Myers Corp. d/b/a Naples-Fort Myers Greyhound Racing & Poker (Permit #142)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051626 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: BONITA-FORT MYERS CORPORATION

P O BOX 350940, MIAMI, FL 33135-0940

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026, Bonita-Ft. Myers Corp (#142), requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143), effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051637
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) possesses a greyhound permit.[1] Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149). Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) has $360,000.00 of tax credits available for transfer. Additionally, Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) has not previously elected to transfer these tax credits. Neither Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149). Second, Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) has not elected to transfer its available tax credits this state fiscal year. Third, Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Investment Corporation of Palm Beach (Permit #149)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051637 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: INVESTMENT CORPORATION OF PALM BEACH

1111 N CONGRESS AVENUE, WEST PALM BEACH, FL 33409

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; Investment Corporation of Palm Beach d/b/a Palm Beach Kennel Club (#149) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051644
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $500,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Pensacola Greyhound Racing, LLP (#150) possesses a greyhound permit.[1] Pensacola Greyhound Racing, LLP (#150) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Pensacola Greyhound Racing, LLP (#150) request to transfer $500,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Pensacola Greyhound Racing, LLP (#150). Pensacola Greyhound Racing, LLP (#150) has $500,000.00 of tax credits available for transfer. Additionally, Pensacola Greyhound Racing, LLP (#150) has not previously elected to transfer these tax credits. Neither Pensacola Greyhound Racing, LLP (#150) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Pensacola Greyhound Racing, LLP (#150) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Pensacola Greyhound Racing, LLP (#150). Second, Pensacola Greyhound Racing, LLP (#150) has not elected to transfer its available tax credits this state fiscal year. Third, Pensacola Greyhound Racing, LLP (#150) has $500,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Pensacola Greyhound Racing, LLP (#150) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Pensacola Greyhound Racing, LLP (#150) should be permitted to transfer $500,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Pensacola Greyhound Racing, LLP (#150) request to transfer $500,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Pensacola Greyhound Racing, LLP (Permit #150)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 500,000.00

Daniel R. Nelson, AGM
Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051644 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: PENSACOLA GREYHOUND RACING, LLP

P O BOX 12824, PENSACOLA, FL 32591-2824

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026, Pensacola Greyhound Racing, LLP (# 150) requested to transfer $500,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051649
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

St. Petersburg Kennel Club, Inc. (#151) possesses a greyhound permit.[1] St. Petersburg Kennel Club, Inc. (#151) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

St. Petersburg Kennel Club, Inc. (#151) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for St. Petersburg Kennel Club, Inc. (#151). St. Petersburg Kennel Club, Inc. (#151) has $360,000.00 of tax credits available for transfer. Additionally, St. Petersburg Kennel Club, Inc. (#151) has not previously elected to transfer these tax credits. Neither St. Petersburg Kennel Club, Inc. (#151) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and St. Petersburg Kennel Club, Inc. (#151) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for St. Petersburg Kennel Club, Inc. (#151). Second, St. Petersburg Kennel Club, Inc. (#151) has not elected to transfer its available tax credits this state fiscal year. Third, St. Petersburg Kennel Club, Inc. (#151) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither St. Petersburg Kennel Club, Inc. (#151) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, St. Petersburg Kennel Club, Inc. (#151) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve St. Petersburg Kennel Club, Inc. (#151) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: St. Petersburg Kennel Club, Inc (Permit #151)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051649 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: ST. PETERSBURG KENNEL CLUB, INC.

10490 GANDY BOULEVARD, ST. PETERSBURG, FL 33702

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; St. Petersburg Kennel Club, Inc. (#151) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051653
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Sarasota Kennel Club, Inc. (#153) possesses a greyhound permit.[1] Sarasota Kennel Club, Inc. (#153) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Sarasota Kennel Club, Inc. (#153) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Sarasota Kennel Club, Inc. (#153). Sarasota Kennel Club, Inc. (#153) has $360,000.00 of tax credits available for transfer. Additionally, Sarasota Kennel Club, Inc. (#153) has not previously elected to transfer these tax credits. Neither Sarasota Kennel Club, Inc. (#153) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Sarasota Kennel Club, Inc. (#153) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Sarasota Kennel Club, Inc. (#153). Second, Sarasota Kennel Club, Inc. (#153) has not elected to transfer its available tax credits this state fiscal year. Third, Sarasota Kennel Club, Inc. (#153) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Sarasota Kennel Club, Inc. (#153) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Sarasota Kennel Club, Inc. (#153) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

<u>Recommendation</u>: The Florida Gaming Control Commission should approve Sarasota Kennel Club, Inc. (#153) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Sarasota Kennel Club, Inc. (Permit #153)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051653 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible: kstelter - STELTER, KAREN

Complainant: SARASOTA KENNEL CLUB, INC.

4404 BEE RIDGE ROAD, UNIT 26, SARASOTA, FL 34233

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; Sarasota Kennel Club, Inc. (#153) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	R		kstelter	STELTER, KAREN	kstelter	
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051662
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $200,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) possesses a greyhound permit.[1] Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) request to transfer $200,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154). Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) has $200,000.00 of tax credits available for transfer. Additionally, Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) has not previously elected to transfer these tax credits. Neither Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154). Second, Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) has not elected to transfer its available tax credits this state fiscal year. Third, Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) has $200,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) should be permitted to transfer $200,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (#154) request to transfer $200,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (Permit #154)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 200,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051662 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible: kstelter - STELTER, KAREN

Complainant: WASHINGTON COUNTY KENNEL CLUB, INC

6558 DOG TRACK ROAD, EBRO, FL 32437

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; Washington County Kennel Club, Inc. d/b/a Ebro Greyhound Park (# 154) requested to transfer $200,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	R		kstelter	STELTER, KAREN	kstelter	
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051670
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) possesses a greyhound permit.[1] License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171). License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) has $360,000.00 of tax credits available for transfer. Additionally, License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) has not previously elected to transfer these tax credits. Neither License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171). Second, License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) has not elected to transfer its available tax credits this state fiscal year. Third, License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (#171) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: License Acquisitions, LLC (Palm Beach Greyhound Racing, Permit #171)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051670 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: LICENSE ACQUISITIONS, LLC

1111 N. CONGRESS AVENUE, WEST PALM BEACH, FL 33409

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026, License Acquisitions, LLC d/b/a Palm Beach Greyhound Racing (# 171) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051674
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) possesses a greyhound permit.[1] West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175). West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) has $360,000.00 of tax credits available for transfer. Additionally, West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) has not previously elected to transfer these tax credits. Neither West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175). Second, West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) has not elected to transfer its available tax credits this state fiscal year. Third, West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (#175) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: West Volusia Racing, Inc. (Permit 175)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051674 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: WEST VOLUSIA RACING, INC.

960 S. WILLIAMSON BLVD., DAYTONA BEACH, FL 32114

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; West Volusia Racing, Inc. d/b/a Orange City Racing and Card Club (# 175) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051677
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Melbourne Greyhound Park, LLC (#176) possesses a greyhound permit.[1] Melbourne Greyhound Park, LLC (#176) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Melbourne Greyhound Park, LLC (#176) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Melbourne Greyhound Park, LLC (#176). Melbourne Greyhound Park, LLC (#176) has $360,000.00 of tax credits available for transfer. Additionally, Melbourne Greyhound Park, LLC (#176) has not previously elected to transfer these tax credits. Neither Melbourne Greyhound Park, LLC (#176) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Melbourne Greyhound Park, LLC (#176) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Melbourne Greyhound Park, LLC (#176). Second, Melbourne Greyhound Park, LLC (#176) has not elected to transfer its available tax credits this state fiscal year. Third, Melbourne Greyhound Park, LLC (#176) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Melbourne Greyhound Park, LLC (#176) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Melbourne Greyhound Park, LLC (#176) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Melbourne Greyhound Park, LLC (#176) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Melbourne Greyhound Park, LLC (Permit #176)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051677 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: MELBOURNE GREYHOUND PARK, LLC

1100 NORTH WICKHAM ROAD, MELBOURNE, FL 32935-8941

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; Melbourne Greyhound Park, LLC (# 176) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051709
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

831 Federal Highway Holding Acquisition, LLC (#141) possesses a greyhound permit.[1] 831 Federal Highway Holding Acquisition, LLC (#141) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

831 Federal Highway Holding Acquisition, LLC (#141) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for 831 Federal Highway Holding Acquisition, LLC (#141). 831 Federal Highway Holding Acquisition, LLC (#141) has $360,000.00 of tax credits available for transfer. Additionally, 831 Federal Highway Holding Acquisition, LLC (#141) has not previously elected to transfer these tax credits. Neither 831 Federal Highway Holding Acquisition, LLC (#141) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and 831 Federal Highway Holding Acquisition, LLC (#141) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for 831 Federal Highway Holding Acquisition, LLC (#141). Second, 831 Federal Highway Holding Acquisition, LLC (#141) has not elected to transfer its available tax credits this state fiscal year. Third, 831 Federal Highway Holding Acquisition, LLC (#141) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither 831 Federal Highway Holding Acquisition, LLC (#141) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, 831 Federal Highway Holding Acquisition, LLC (#141) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve 831 Federal Highway Holding Acquisition, LLC (#141) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: 831 Federal Highway Acquisition Holding, LLC. d/b/a The Big Easy Casino (Permit #141)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051709 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: 831 FEDERAL HIGHWAY ACQUISITION HOLDING, LLC

19950 WEST COUNTRY CLUB DRIVE, AVENTURA, FL 33180

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; 831 FEDERAL HIGHWAY ACQUISITION HOLDING, LLC (#141) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

MEMORANDUM

To: The Florida Gaming Control Commission
From: Division of Pari-Mutuel Wagering
Re: Request to Transfer Tax Credit Case #2026-051718
Date: July 22, 2026

Executive Summary

A greyhound permitholder request approval to transfer $360,000.00 in tax credits to another greyhound permitholder. The Commission should approve this request.

Background

Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) possesses a greyhound permit.[1] Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) has been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.[2] Daytona Beach Kennel Club, Inc. also possesses a greyhound permit. Daytona Beach Kennel Club, Inc. has also been issued a pari-mutuel operating license for the 2026-2027 Fiscal Year.

Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) request to transfer $360,000.00 of their tax credits to Daytona Beach Kennel Club, Inc. For purposes of intertrack wagering,[3] Daytona Beach Kennel Club, Inc. acts as a host track[4] for Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158). Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) has $360,000.00 of tax credits available for transfer. Additionally, Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) has not previously elected to transfer these tax credits. Neither Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes.

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[1] Permitting is a perquisite for gaming in this state. § 550.054, Fla. Stat.
[2] A permitholder must apply for and be issued an annual operating license before conducting any gaming activities. § 550.01215, Fla. Stat.
[3] *See* § 550.002(17), Fla. Stat. (defining "intertrack wagering.").
[4] *See* §§ 550.002(12) & (16), Fla. Stat. (defining "guest track" and "host track.").

Analysis

A greyhound permitholder may receive tax credits from another greyhound permitholder if certain requirements are satisfied.[5] First, the receiving greyhound permitholder must act as the host track for the other greyhound permitholder for purposes of intertrack wagering.[6] Second, the transferring greyhound permitholder can only make this election once per state fiscal year.[7] Third, the transferring greyhound permitholder must have available unused tax credits to transfer.[8] Lastly, neither the receiving nor transferring greyhound permitholder can owe any unpaid taxes to the state.[9]

Daytona Beach Kennel Club, Inc. and Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) meet these requirements. First, Daytona Beach Kennel Club, Inc. acts as a host track for Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158). Second, Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) has not elected to transfer its available tax credits this state fiscal year. Third, Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) has $360,000.00 in available tax credits that they seek to transfer to Daytona Beach Kennel Club, Inc. Lastly, neither Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) nor Daytona Beach Kennel Club, Inc. owe any unpaid taxes. Therefore, Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) should be permitted to transfer $360,000.00 of their tax credits to Daytona.

Recommendation: The Florida Gaming Control Commission should approve Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (#158) request to transfer $360,000.00 in tax credits to Daytona Beach Kennel Club, Inc.

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[5] *See* § 550.0951(1)(b), Fla. Stat. (outlining requirements for such a transfer).
[6] *Id*.
[7] *Id*.
[8] *Id*.
[9] *Id*.

FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
OFFICE OF REVENUE AND FINANCIAL ANALYSIS

TRANSFER OF GREYHOUND PREMITHOLDER TAX CREDIT/EXEMPTION

Guest Greyhound Permitholder Transferring Credit/Exemption: Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (Permit #158)

Host Greyhound Permitholder(s) Receiving Credit	Signature of Host Permitholder Representative Receiving Tax Credit	Requested Effective Date of Transfer	Dollar Amount To Be Transferred
Daytona Beach Kennel Club, Inc. d/b/a Daytona Beach Racing & Card Club (Permit 143)		8/1/2026	$ 360,000.00

Signature of Permitholder Representative
Authorizing Transfer of Tax Credit/Exemption

Revenue Program Administrator
Office of Revnue and Financial Analysis

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026051718 **Incident date:** 07/17/2026 **Status:** 10 - Initial Review

Lic Type: 1001 **Disposition:**

Case Type: Complaint

Responsible:

Complainant: PENN SANFORD, LLC

301 DOGTRACK ROAD, LONGWOOD, FL 32750

Respondent: FGCC, PARI-MUTUEL WAGERING

4070 ESPLANADE WAY, TALLAHASSEE, FL 32399

Summary: On July 17, 2026; Penn Sanford, LLC d/b/a Sanford Orlando Kennel Club (# 158) requested to transfer $360,000.00 of their 2026-2027 tax credit to Daytona Beach Kennel Club, Inc., d/b/a Daytona Beach Racing and Card Club (#143) effective August 1, 2026.

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
07/22/2026	S	1001	10	Initial Review	kstelter	

5. Discussion of Default Final Order

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Tony Marvin Wilson Case No. 2026-027296; Default Final Order
Date:	July 30, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) served Tony Marvin Wilson (Respondent) with an Administrative Complaint alleging a violation of Rule 75-2.005 of the Florida Administrative Code, by permitting an unlicensed individual to reside and work as a hot walker in Respondent's stables, thereby aiding and abetting a violation of Section 550.105(4), Florida Statutes. The Administrative Complaint seeks to impose one or more of the penalties specified in Section 550.0251(10). Respondent did not file an Election of Rights and thereby waived his right to request a hearing contesting this matter. The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order imposing on Respondent one or more of the penalties specified in Section 550.0251(10).

Relevant Facts

At all times material hereto, Respondent held a pari-mutuel professional individual occupational license and worked as a trainer at Tampa Bay Downs. On April 14, 2026, Commission staff conducted an inspection at Tampa Bay Downs and found that Respondent allowed an unlicensed individual to reside and work as a hot walker within Respondent's stables, knowing the individual did not have a valid occupational license. On the same date, Commission staff contacted Respondent, and Respondent verified that he was aware that the individual did not have a valid occupational license.

Based on these facts, the Division filed a one-count Administrative Complaint on June 8, 2026, alleging Respondent violated Rule 75-2.005 by permitting an unlicensed individual to reside and work as a hot walker in Respondent's stables, thereby aiding and abetting a violation of Section 550.105(4). The Administrative Complaint seeks a final order imposing against Respondent one or more of the penalties specified in Section 550.0251(10). The election of rights form

accompanying the Administrative Complaint made it clear that Respondent had 21 days[1] to file a written response to the Administrative Complaint. Respondent was served on June 20, 2026, had until July 11, 2026, to respond, and did not do so.

Analysis

Rule 75-2.005 provides:

> No person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in a violation of Chapter 550. F.S., or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own.

Section 550.105(4) provides:

> It is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee.

Section 550.0251(10) provides, in relevant part:

> The commission may impose an administrative fine for a violation under this chapter of not more than $1,000 for each count or separate offense, except as otherwise provided in this chapter, and may suspend or revoke a permit, a pari-mutuel license, or an occupational license for a violation under this chapter […]

Due to violation of Rule 75-2.005, Respondent is subject to one or more of the penalties specified in Section 550.0251(10).

Staff Recommendation: The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order imposing against Respondent one or more of the penalties specified in Section 550.0251(10).

---

[1] *See* Fla. Admin. Code R. 28-106.111(4) ("Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days waives the right to request a hearing on such matters.")

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 6/08/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-027296

TONY MARVIN WILSON,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Tony Marvin Wilson ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Wagering Professional Individual Occupational License, number 8181859, issued pursuant to section 550.105(2)(a), Florida Statutes.

3. At all times material hereto, Respondent worked as a trainer at Tampa Bay Downs, Inc.

4. At all times material hereto, Tampa Bay Downs was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

5. On April 14, 2026, Commission staff conducted an inspection at Tampa Bay Downs and found that Respondent allowed an unlicensed Hot Walker to reside and work within Respondent's stables, knowing he did not have a valid occupational license.

6. On the same date, Commission staff contacted Respondent, and he verified that he was aware that the Hot Walker did not have a valid occupational license.

7. Rule 75-2.005, Florida Administrative Code, states that "[n]o person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in a violation of Chapter 550, F.S., or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own."

8. Section 550.105(4), Florida Statutes, provides "[i]t is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee."

9. Based on the foregoing, Respondent violated rule 75-2.005, Florida Administrative Code, by permitting an unlicensed individual to reside and work in the barn, thereby aiding and abetting a violation of section 550.105(4), Florida Statutes, on April 14, 2026.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 550.0251(10) Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-027296 is signed this 5th day of June 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

June 9, 2026

Tony M. Wilson
10602 Ashtead Wood Court
Tampa, FL 33626

Case No.: **2026-027296**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Tony M. Wilson:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to Rule 28-106.2015, Florida Administrative Code. Pursuant to Rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. WILSON, TONY M **CASE NO.: 2026-027296**

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

<u>In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH</u>:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	SIGNATURE

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Feedback

Delivered

Delivered, Left with Individual

TAMPA, FL 33626
June 20, 2026 4:03 PM

Arrived at USPS Facility

TAMPA, FL 33630
June 18, 2026 12:58 PM

Departed Post Office

TALLAHASSEE, FL 32311
June 16, 2026 6:11 PM

USPS picked up item

TALLAHASSEE, FL 32311
June 16, 2026 12:45 PM

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FAQs

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
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Total P
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Street

City, St

6-16-26

Postmark
Here

Tony Marvin Wilson
10602 Ashtead Wood Court
Tampa, FL 33626
AC – 2026027296 – OGC

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jhodge**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**		Status **90 Closed**	Status Date	**05/19/2026**
Complaint #	**2026027296**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**WILSON, TONY MARVIN**	Responsible	**bjones - JONES, BRADFORD** **Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**OTHR - Other**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**03/14/2026**
Region	**CR - Central Region**	Received	**04/20/2026**
Reference	**550.105(4); 75-2.005**		
Entered	**04/21/2026**	Entered By	**jhodge**

Summary

320 - TAMPA BAY DOWNS, INC - 550.105(4); 75-2.005 Violations ---- On April 14, 2026, during a routine barn inspection at Tampa Bay Downs, occupational license checks were conducted at Tony Wilson Stables in Barn #21. During the inspection, it was determined that Melvin Colbert, employed as a hot walker and residing in the barn, did not possess a valid occupational license, in violation of Section 550.105(4), Florida Statutes, which requires all individuals participating in any capacity at a pari-mutuel facility to first obtain the appropriate occupational license. However, the primary violation rests with licensed trainer Tony Wilson. Pursuant to Rule 75-2.005, Florida Administrative Code, no person shall aid or abet another in violating Chapter 550, Florida Statutes. As the individual responsible for the operation and oversight of the barn, Mr. Wilson permitted Mr. Colbert to work and reside on the premises without the required occupational license. By allowing this conduct, Mr. Wilson aided and abetted the violation and is therefore in violation of Rule 75-2.005, Florida Administrative Code.

Updated **05/20/2026 09:30:53** By **jhodge**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Change | Save | OK | Cancel | Back

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Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Alana Zimmer, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**APRIL 14, 2026**	**2026 02 7296**

Respondent:	Complainant:
WILSON, TONY **10602 ASHTEADWOOD COURT** **TAMPA, FLORIDA 33626** **PHONE: 848-469-0946**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 WEST COMMERCIAL BOULEVARD, SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
8181859	**TRAINER**	**MAY 11, 2026**

Period of Investigation:	Type of Report:
APRIL 14, 2026 – MAY 11, 2026	**FINAL**

Alleged Violation(s): 550. 105(4): "It is unlawful to take part in or officiate in any way at any parimutuel facility without first having secured a license and paid the occupational license fee."

F.A.C. 75-2.005 Violations: "No person shall conspire with, solicit, aid, abet, counsel, hire, procure any person or persons, to engage in a violation of Chapter 550, Florida Statutes, or rules promulgated thereunder, nor shall he commit any such act on his own.

Synopsis: On April 14, 2026, during a routine barn inspection at Tampa Bay Downs, occupational license checks were conducted at Tony **WILSON** Stables in Barn #21. During the inspection, it was determined that Melvin Colbert, employed as a Hot Walker and residing in the barn, did not possess a valid occupational license, in violation of Section 550.105(4), Florida Statutes, which requires all individuals participating in any capacity at a pari-mutuel facility to first obtain the appropriate occupational license.

However, the primary violation rests with Licensed Trainer **Tony WILSON**. Pursuant to Rule 75-2.005, Florida Administrative Code, no person shall aid or abet another in violating Chapter 550, Florida Statutes. As the individual responsible for the operation and oversight of the barn, Mr. **WILSON** permitted Mr. Colbert to work and reside on the premises without the required occupational license. By allowing this conduct, Mr. Wilson aided and abetted the violation and is therefore in violation of Rule 75-2.005, Florida Administrative Code.

Related Case:

Investigations Specialist II / Date	Investigation Manager / Date:
/s/ *Lee Ann Rounds* Lee Ann Rounds / May 11, 2026	/s/ C. Derek Washington C. Derek Washington / May 11, 2026

Chief of Investigations / Date

Bradford D. Jones / May 19, 2026

CONTINUATION

Investigative Activity:

On April 14, 2026, during a routine barn inspection at Tampa Bay Downs, occupational license checks were conducted at Tony **WILSON** Stables in Barn #21. During the inspection, it was determined that Melvin Colbert, employed as a Hot Walker in the barn, did not possess a valid occupational license as required by Section 550.105(4), Florida Statutes, which prohibits any person from participating in any capacity at a pari-mutuel facility without first obtaining the appropriate occupational license. Colbert stated he had been living and working in the barn and was employed by Tony **WILSON** (PMW License #8181859). Colbert further stated he had been told he needed to go to a police station to obtain fingerprints for his occupational license application but claimed he did not know where to go to complete the fingerprinting process.

On April 14, 2026, at approximately 12:15 PM, I contacted **WILSON** and informed him that his Hot Walker, Melvin Colbert, located at Barn #21, did not possess a PMW occupational license as required by Section 550.105(4), Florida Statutes. **WILSON** acknowledged he was aware of the issue and stated Colbert had informed him he needed fingerprinting to complete the licensing process. **WILSON** admitted he did not know whether Colbert had completed the fingerprinting requirement and had not verified the status of Colbert's occupational license. **WILSON** further stated Colbert had been working for him since approximately midway through the racing season. By knowingly allowing Colbert to continue working without proper licensure, **WILSON** permitted conduct in violation of Section 550.105(4), Florida Statutes.

On April 14, 2026, at approximately 1:00 PM, I contacted Tampa Bay Downs Director of Security, Deanna **NICOL** (PMW License #10306060) and advised her that **COLBERT** was residing and working in Barn #21 without the occupational license required under Section 550.105(4), Florida Statutes. **NICOL** stated she would contact **WILSON** and address the matter.

On April 15, 2026, at approximately 9:30 AM, I emailed Yolanda Botero, FGCC Licensing Supervisor at Tampa Bay Downs, regarding **COLBERT's** licensing status. Botero advised that she could not locate any occupational license application or supporting documentation for **COLBERT** in Versa. Botero further stated that fingerprinting services were being conducted directly in the licensing office and that the fingerprint machine had remained operational. This indicated **COLBERT** had not taken the necessary steps to comply with Section 550.105(4), Florida Statutes, despite continuing to work and reside on the backside under **WILSON's** supervision.

Later that same day, at approximately 12:20 PM, I again spoke with **WILSON**. **WILSON** stated he was sending **COLBERT** to the state office to resolve the matter and obtain his occupational license. I also spoke with **NICOL** and advised her that it appeared **COLBERT** had never submitted an occupational license application. **NICOL** stated she would inform **WILSON** that if the licensing matter was not immediately resolved, **COLBERT** would be required to leave the premises. **NICOL** further stated she would ensure the matter was addressed and that **COLBERT** would either obtain a license or be removed from the property by the weekend.

CONTINUATION

On April 23, 2026, at approximately 11:30 AM, I spoke with Yolanda Botero in Licensing, who stated Colbert came into the licensing office but left without submitting an application after being advised that any criminal history could delay approval and prevent him from receiving a license that same day. Botero stated Colbert had not returned to complete the licensing process and therefore remained noncompliant with Section 550.105(4), Florida Statutes.

On April 23, 2026, at approximately 11:45 AM, I spoke with **NICOL**. She stated she had addressed the matter with **WILSON** and that Colbert had left the property. As of the date of this report, there is no record in VERSA of Colbert having any occupational license application in progess.

Conclusion: Pursuant to Section 550.105(4), Florida Statutes, Melvin Colbert was prohibited from working or residing in connection with pari-mutuel operations at Tampa Bay Downs without first obtaining a valid occupational license. Pursuant to Rule 75-2.005, Florida Administrative Code, no person shall aid or abet another in violating Chapter 550, Florida Statutes. By his own admission, Tony **WILSON** knowingly allowed Colbert to work and reside on the backside of Tampa Bay Downs for an extended period of time without verifying or ensuring compliance with the occupational licensing requirements of Section 550.105(4), Florida Statutes. By permitting Colbert to continue working under his supervision without a valid occupational license, **WILSON** aided and abetted the violation and is therefore in violation of Rule 75-2.005, Florida Administrative Code.

A review of the Versa Regulation Enforcement database revealed no prior violations for F.S. 550.105(4) and F.A.C. 75-2.005 associated with **WILSON**.

Status: Closed by Investigations and forwarded to Legal for review.

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III. EXHIBITS

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2. Colbert (Versa Printout)……1-2

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **100 - Division of Pari-Mutuel Wagering** Logged in as: **lmoore**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

[redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2027**

File # **49474** Name **WILSON, TONY MARVIN** Extended To

License # **8181859** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **8181859** Lic Status **Current**

Address

Street # **10602** Street **ASHTEAD WOOD CT**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33626**

Routing

Other

1st License Date **11/19/2024** Rank Date **11/19/2024** Certificate #

Method **I-S-1024** Status Date **11/19/2024** Certificate Date

Fee Exempt **No** [redacted]

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	ONTR - Owner/Trainer	05/11/2021	
I	TBRD - Thoroughbred	12/07/2007	
L	320 - Tampa Bay Downs	12/07/2007	
Y	3YR - 3 Year License	12/09/2009	

Alt Keys

BEST LIC NBR **8181859**

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Exhibit 1
Page 1/1

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **100 - Division of Pari-Mutuel Wagering**

Logged in as: **lmoore**

VR Home > **License Search**

Search Criteria | Results

Search For

Board
Lic Type
Action
Fed Tax #
Alternate Key
File #
Certificate #
License #
Entity #
Key Value

Find
Clear
Back

Name

	Last Name	First Name	Middle Name	Suffix
Individual	Colbert	Melvin		

Search Name: Colbert, Melvin

Search On: ☑ Current Names Only ☑ Primary Names Only

Address

Address Type: MA - Main Address
Street #
Street
City
State
Zip
County

Filters

Rank
Min Status
Max Status
Modifier
Region

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Exhibit 2
Page 1/2

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **100 - Division of Pari-Mutuel Wagering**

Logged in as: **lmoore**

VR Home > **License Search**

Search Criteria | Results

Lic Type	Name	Rank	Status	Fed Tax #	File #	Lic #	Expires	City	Street	Actions
No items found.										

Total: 0

Back

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Exhibit 2
Page 2/2

6. Miscellaneous Final Order

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Emily Alvarado, Chief Attorney
Re:	FGCC v. Vincent P. Zumpano, Sr. Case No. 2026-024007
Date:	July 29, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint alleging Respondent violated section 75-11.009(8), Florida Administrative Code, by failing to wear his photo identification while on duty, and seeking an order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes. The Administrative Complaint was served on May 5, 2026. On June 12, 2026, Respondent filed a defective response to the Administrative Complaint. On June 12, 2026, the Clerk of the Commission filed an Order of Dismissal Without Prejudice for Legal Insufficiency [...] (Order), notifying Respondent of the 15-day deadline to cure the defect by showing that the response was legally sufficient. The deadline to cure the defect was 15 days after the Order was signed. The Order was signed June 12, 2026, and Respondent did not provide a response. The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order (i) dismissing with prejudice Respondent's June 12, 2026, response to the Administrative Complaint, and (ii) imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes.

Relevant Facts

At all times material hereto, Respondent held a cardroom employee occupational license and worked as a Poker Room Supervisor at Tampa Bay Downs, Inc. On or about April 7, 2026, a Commission investigator conducted a routine cardroom inspection of Tampa Bay Downs, Inc. Upon review of the surveillance footage from March 25, 2026, the Commission investigator found that Respondent failed to wear his photo identification badge while on duty.

Based on the foregoing, the Division filed an Administrative Complaint on April 28, 2026, alleging Respondent violated rule 75-11.009(8), Florida Administrative Code,

and seeking to impose against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes.

On May 5, 2026, the Division completed service of the Administrative Complaint. Respondent filed a defective response to the Administrative Complaint on June 12, 2026. On June 12, 2026, the Clerk of the Commission filed an Order of Dismissal Without Prejudice for Legal Insufficiency Pursuant to Section 120.569(2)(c), Florida Statutes, to Allow for Amendment and Resubmission of Petition, notifying Respondent of the 15-day deadline to cure the defect by showing that the response to the Administrative Complaint was legally sufficient. The deadline to cure the defect was 15 days after the Order was signed. The Order was signed June 12, 2026, and Respondent did not provide a response showing that his response to the Administrative Complaint was legally sufficient.

Analysis

Rule 75-11.009(8), Florida Administrative Code, states, in relevant part, that "[a]ll cardroom employee occupational licensees shall wear their photo identification while on duty."

Section 849.086(14), Florida Statutes, provides, in relevant part, that "[n]otwithstanding any other provision of this section, the commission may impose an administrative fine not to exceed $1,000 for each violation against any person who has violated or failed to comply with the provisions of this section or any rules adopted thereto."

Section 120.569(2)(c), Florida Statutes, provides

> "[a] petition shall be dismissed if it contains all of these requirements or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured. The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable […]

Therefore, the Commission may enter a final order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes.

Based on Respondent's defective response to the Administrative Complaint filed on June 12, 2026, and on Respondent's failure to show that the response was legally sufficient within 15 days of the date the Order was signed, the Commission shall enter a final order dismissing with prejudice the response to the Administrative Complaint.

Staff Recommendation: The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order (i) dismissing with prejudice Respondent's June 12, 2026, response to the Administrative Complaint and (ii) imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **6/12/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT P. ZUMPANO, SR.,

Respondent.
_____/

ORDER OF DISMISSAL WITHOUT PREJUDICE FOR LEGAL INSUFFICIENCY PURSUANT TO SECTION 120.569(2)(c), FLORIDA STATUTES, TO ALLOW FOR AMENDMENT AND RESUBMISSION OF PETITION

BY THIS ORDER, the Clerk of the Commission advises VINCENT P. ZUMPANO, SR. ("Respondent") that Respondent's request for an administrative hearing is defective, that the defective request for an administrative hearing is dismissed without prejudice, and that Respondent may cure the defect by filing a corrected or amended request for an administrative hearing **within 15 days** of the date on which this Order is signed.

Respondent's request for an administrative hearing is defective for the following reason:

1. _____ The request for an administrative hearing was untimely filed.

   Please note: If this item is checked, Respondent's request for an administrative hearing was not filed within the time period required by Rule 28-106.111(2) of the Florida Administrative Code.

   A person seeking a hearing on an agency decision, such as an administrative complaint, shall file a petition for an administrative hearing with the agency within 21 days of receipt of written notice of the agency decision. Fla. Admin. Code R. 28-106.111(2). The Commission is required by law to dismiss a request for an administrative hearing if it is not timely filed. § 120.569(2)(c), Florida Statutes.

   Respondent received the administrative complaint issued in the above-styled case on _____. The Commission received Respondent's request for an administrative hearing on_____, which is more than 21 days from the date of receipt of the administrative complaint.

If Respondent does not respond to this Order **within 15 days** of the date this Order is signed showing that the request for administrative hearing was timely filed or that equitable tolling applies to the untimely filing of a petition, this matter will be presented at a duly noticed Commission meeting for the issuance of a Final Order consistent with the administrative complaint.

2. __x_ The request for an administrative hearing is legally insufficient.

Please note: If this item is checked, Respondent's request for an administrative hearing does not include those items required by Rule 28-106.2015 of the Florida Administrative Code, attached hereto as Exhibit A. The Commission is required by law to dismiss a request for an administrative hearing that is not in substantial compliance with the requirements of Rule 28-106.2015 of the Florida Administrative Code. § 120.569(2)(c), Florida Statutes.

If Respondent's request for an administrative hearing was timely received by the Commission, Respondent may amend the request for an administrative hearing to include the information required by Rule 28-106.2015 of the Florida Administrative Code. If Respondent does not respond to this Order **within 15 days** of the date this Order was signed, correcting the defective request for an administrative hearing, this matter will be presented at a duly noticed Commission meeting for the issuance of a Final Order consistent with the administrative complaint.

Dated this __12____ day of ____June_____, 2026.

/s/ Melba Apellaniz

MELBA APELLANIZ
CLERK OF THE COMMISSION

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this __12___ day of ___June_____, 2026, a true and correct copy of the foregoing document has been sent via electronic mail to:

VINCENT P. ZUMPANO, SR.

CHENZZER@YAHOO.COM

/S/ Melba Apellaniz

CLERK OF THE COMMISSION
Florida Gaming Control Commission

CC: Ebonie Lanier

APPENDIX A

28-106.2015 Agency Enforcement and Disciplinary Actions.

(1) Prior to entry of a final order to suspend, revoke, or withdraw a license, to impose administrative fines, or to take other enforcement or disciplinary action against a licensee or person or entity subject to the agency's jurisdiction, the agency shall serve upon the licensee an administrative complaint. For purposes of this rule, an agency pleading or communication that seeks to exercise an agency's enforcement authority and to take any kind of disciplinary action against a licensee or other person shall be deemed an administrative complaint.

(2) An agency issuing an administrative complaint shall be the petitioner, and the licensee against whom the agency seeks to take disciplinary action shall be the respondent.

(3) The agency's administrative complaint shall be considered the petition, and service of the administrative complaint on the respondent shall be deemed the initiation of proceedings.

(4) The agency's administrative complaint shall contain:

(a) The name of the agency, the respondent or respondents against whom disciplinary action is sought and a file number.

(b) The statutory section(s), rule(s) of the Florida Administrative Code, or the agency order alleged to have been violated.

(c) The facts or conduct relied on to establish the violation.

(d) A statement that the respondent has the right to request a hearing to be conducted in accordance with Sections 120.569 and 120.57, F.S., and to be represented by counsel or other qualified representative.

(5) Requests for hearing filed by the respondent in accordance with this rule shall include:

(a) The name, address, any e-mail address, telephone number, and facsimile number, if any, of the respondent, if the respondent is not represented by an attorney or qualified representative.

(b) The name, address, e-mail address, telephone number, and facsimile number of the attorney or qualified representative of the respondent, if any, upon whom service of pleadings and other papers shall be made.

(c) A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate.

(d) A statement of when the respondent received notice of the administrative complaint.

(e) A statement including the file number to the administrative complaint.

Rulemaking Authority 14.202, 120.54(5) FS. Law Implemented 120.54(5) FS. History–New 1-15-07, Amended 2-5-13.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. VINCENT P. ZUMPANO, SR. **CASE NO.: 2026-024007**

AMENDED ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8709
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

<u>In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH</u>:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	

<u>YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES</u>

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 6/12/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. ZUMPANO, VINCENT PAUL, SR. **CASE NO.: 2026-024007**

ELECTION OF RIGHTS

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_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

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☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

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PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **6/12/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

May 5, 2026

Vincent Paul Zumpano, Sr.
4221 Summerdale Drive
Tampa, FL 33624

Case No.: **2026-024007**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Vincent Paul Zumpano, Sr.:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **4/28/2026**
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT PAUL ZUMPANO SR,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Vincent Paul Zumpano Sr. ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

2. At all times material hereto, Respondent held a Cardroom Employee Occupational License, number 7617952, issued pursuant to section 849.086(6), Florida Statutes.

3. At all times material hereto, Respondent worked as a Poker Room Supervisor at Tampa Bay Downs, Inc.

4. At all times material hereto, Tampa Bay Downs, Inc. was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to Rule 28-106.2015, Florida Administrative Code. Pursuant to Rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **4/28/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT PAUL ZUMPANO SR,

Respondent.
_____/

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[illegible] the material facts alleged and request a hearing before an [illegible]

[illegible] your right to either type of hearing and put you[illegible] discretion.

[illegible] be advised that, pursuant to section 120.573, Florida Statutes, mediation is [illegible] agency action. You must respond by selecting one of the [illegible] enclose[illegible] this Form. The executed Election of Rights form **must be** [illegible] **this offi**[illegible] **receipt of this letter.** Failure to respond [illegible] the rights outlined above, and the Commission sh[illegible] and/or written subm[illegible] to the Commission regarding [illegible] consistent with this administr[illegible] Complaint. Regardless of your [illegible] you are required that you respond to the Administrative Co[illegible] ting one of the [illegible] enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

5. On or about April 7. 2026, a Commission investigator conducted a routine cardroom inspection at Tampa Bay Downs, Inc. and reviewed surveillance footage from March 25, 2026.

6. Upon review of the surveillance footage from March 25, 2026, it was found that Respondent failed to wear his photo identification badge while on duty.

7. Rule 75-11.009(8), Florida Administrative Code, states, in pertinent part, that "[a]ll cardroom employee occupational licensees shall wear their photo identification while on duty."

8. Based on the foregoing, Respondent violated rule 75-11.009(8), Florida Administrative Code, by failing to wear his photo identification badge while on duty on or about March 25, 2026.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-024007 is signed this 27th day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

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Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

FIRST-CLASS

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JUN 08 2026

Office of General Counsel
4070 Esplanade Way Suite 250
Tallahassee, FL 32399

RECEIVED
JUN 12 2026
FLORIDA COMMISSION ON OFFENDER REVIEW
LEGAL SERVICES

RECEIVED
JUN 12 2026
FCOR

Ebonie Lanier

From: Ebonie Lanier
Sent: Thursday, July 23, 2026 3:55 PM
To: chenzzer@yahoo.com
Cc: Clerk
Subject: RE: SERVICE OF LEGAL DOCUMENT (2026-024007)
Attachments: Order of Dismissal.26-024007.Zumpano.pdf

Good Afternoon Mr. Zumpano,

We spoke on the telephone on June 16, 2026. I explained to you that the Election of Rights form you submitted was incomplete; it was missing both your signature and your contact information. I told you over the phone that I would email you a copy of the Election of Rights form you submitted to our agency, and you said you would fill in the missing information and return it for processing.

As of today, July 23, 2026, we have not received a copy of the completed Election of Rights form, so we will be proceeding with the attached Order of Dismissal.

Thanks,
-Ebonie Lanier

From: Ebonie Lanier
Sent: Tuesday, June 16, 2026 9:34 AM
To: chenzzer@yahoo.com
Cc: Clerk <clerk@flgaming.gov>
Subject: RE: SERVICE OF LEGAL DOCUMENT (2026-024007)

Good Morning Mr. Zumpano,

Per our conversation, I have attached a copy of the Election of Rights form that you submitted to our agency. Please complete and sign page 2.

Note: Please disregard the previous message regarding the "Order of Dismissal".

Thanks,
-Ebonie Lanier

From: Clerk <clerk@flgaming.gov>
Sent: Friday, June 12, 2026 4:19 PM
To: chenzzer@yahoo.com
Subject: SERVICE OF LEGAL DOCUMENT (2026-024007)

Good afternoon,

Attached find Order of Dismissal Without Prejudice for Legal Insufficiency Pursuant to Section 120.569(2)(c), Florida Statutes, to Allow for Amendment and Resubmission of Petition filed today, 6/12/2026, for:

1. Vincent P. Zumpano, Sr., 2026-024007

NOTE: Please fill out on Page 2 of the Amended Election of Rights Form:
Printed Name, Street Address, City, State, Zip, Telephone Number (if Any), Email and Signature, along with selected option.

Florida Gaming Control Commission
flgaming.gov

Melba L. Apellaniz
Clerk of the Commission
Office of General Counsel
Florida Gaming Control Commission
Office (850)794-8067 Cell (850) 964-1711
Fax (850)536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 6/12/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. ZUMPANO, VINCENT PAUL, SR. **CASE NO.: 2026-024007**

ELECTION OF RIGHTS

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STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

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PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **6/12/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

May 5, 2026

Vincent Paul Zumpano, Sr.
4221 Summerdale Drive
Tampa, FL 33624

Case No.: **2026-024007**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Vincent Paul Zumpano, Sr.:

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Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **4/28/2026**
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT PAUL ZUMPANO SR,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Vincent Paul Zumpano Sr. ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

2. At all times material hereto, Respondent held a Cardroom Employee Occupational License, number 7617952, issued pursuant to section 849.086(6), Florida Statutes.

3. At all times material hereto, Respondent worked as a Poker Room Supervisor at Tampa Bay Downs, Inc.

4. At all times material hereto, Tampa Bay Downs, Inc. was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to Rule 28-106.2015, Florida Administrative Code. Pursuant to Rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **4/28/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT PAUL ZUMPANO SR,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Vincent Paul Zumpano Sr. ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

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4. At all times material hereto, Tampa Bay Downs, Inc. was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

[illegible] the material facts alleged and request a hearing before an [illegible]

[illegible] your right to either type of hearing and put you[illegible] discretion.

[illegible] be advised that, pursuant to section 120.573, Florida Statutes, mediation is [illegible] agency action. You must respond by selecting one of the [illegible] enclose[illegible] this Form. The executed Election of Rights form **must be** [illegible] **this offi**[illegible] **receipt of this letter.** Failure to respond [illegible] the rights outlined above, and the Commission sh[illegible] and/or written subm[illegible] to the Commission regarding [illegible] consistent with this administr[illegible] Complaint. Regardless of your [illegible] you are required that you respond to the Administrative Co[illegible] ting one of the [illegible] enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

5. On or about April 7. 2026, a Commission investigator conducted a routine cardroom inspection at Tampa Bay Downs, Inc. and reviewed surveillance footage from March 25, 2026.

6. Upon review of the surveillance footage from March 25, 2026, it was found that Respondent failed to wear his photo identification badge while on duty.

7. Rule 75-11.009(8), Florida Administrative Code, states, in pertinent part, that "[a]ll cardroom employee occupational licensees shall wear their photo identification while on duty."

8. Based on the foregoing, Respondent violated rule 75-11.009(8), Florida Administrative Code, by failing to wear his photo identification badge while on duty on or about March 25, 2026.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-024007 is signed this 27th day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

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Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

FIRST-CLASS

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JUN 08 2026

Office of General Counsel
4070 Esplanade Way Suite 250
Tallahassee, FL 32399

RECEIVED
JUN 12 2026
FLORIDA COMMISSION ON OFFENDER REVIEW
LEGAL SERVICES

RECEIVED
JUN 12 2026
FCOR

Ebonie Lanier

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
To: CHENZZER@YAHOO.COM
Sent: Tuesday, May 5, 2026 12:12 PM
Subject: Relayed: Florida Gaming Control Commission

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

CHENZZER@YAHOO.COM (CHENZZER@YAHOO.COM)

Subject: Florida Gaming Control Commission

Florida Gaming Control Commi...

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

May 5, 2026

Vincent Paul Zumpano, Sr.
4221 Summerdale Drive
Tampa, FL 33624

Case No.: **2026-024007**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Vincent Paul Zumpano, Sr.:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **4/28/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-024007

VINCENT PAUL ZUMPANO SR,

Respondent.
_____/

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4. At all times material hereto, Tampa Bay Downs, Inc. was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

5. On or about April 7. 2026, a Commission investigator conducted a routine cardroom inspection at Tampa Bay Downs, Inc. and reviewed surveillance footage from March 25, 2026.

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WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-024007 is signed this 27th day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

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Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. ZUMPANO, VINCENT PAUL, SR. **CASE NO.: 2026-024007**

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

<u>In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH</u>:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	SIGNATURE

<u>YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES</u>

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jhodge**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1012 - Cardroom Employee Occupational**	Status	**90 Closed**	Status Date	**04/16/2026**
Complaint #	**2026024007**	Case Type	**CMP - Complaint**	Disposition		Disposition Date	
Docket#		Respondent	**ZUMPANO, VINCENT PAUL SR**	Responsible	**bjones - JONES, BRADFORD**		**Private Case**

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**03/25/2026**
Region	**CR - Central Region**	Received	**04/08/2026**
Reference	**75-11.009(8); 75-11.012(9)**		
Entered	**04/08/2026**	Entered By	**jhodge**
Summary	**320 - TAMPA BAY DOWNS, INC - 75-11.009(8)Cardroom Employee Occupational License; 75-11.012(9) ---- On April 7, 2026, during a routine quarterly/bi-weekly cardroom inspection at Tampa Bay Downs, a review of recorded surveillance footage of the vault area dated March 25, 2026, revealed that Poker Room Supervisor Vincent Zumpano (PMW License #7617952) was not wearing his required identification badge while on duty and actively handling cash.**		
Updated	**04/17/2026 08:22:04**	By	**jhodge**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Change | Save | OK | Cancel | Back

Get Adobe Reader.

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Alana Zimmer, Executive Director **Ron DeSantis,** Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**APRIL 8, 2026**	**2026 02 4007**

Respondent:	Complainant:
ZUMPANO, VINCENT PAUL SR. **4221 SUMMERDALE DR.** **TAMPA, FLORIDA 33624** **TEL: (727)667-7824**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
7617952 / 1012	**Poker Room Supervisor**	**APRIL 13, 2026**

Period of Investigation:	Type of Report:
APRIL 7, 2026 – APRIL 13, 2026	**FINAL**

Alleged Violation(s): **75-11.009 Cardroom Employee Occupational License.**

(8) All cardroom employee occupational licensees shall wear their photo identification, issued pursuant to subsection 75-11.012(9), F.A.C., while on duty. A cardroom employee shall not attempt to hide his or her photo identification from any patron or from surveillance cameras.

Synopsis: On April 7, 2026, during a routine cardroom inspection at Tampa Bay Downs, a review of surveillance footage from March 25, 2026, revealed that Poker Room Supervisor, Vincent **ZUMPANO** (PMW License #7617952) was not wearing his required photo identification badge while on duty in the vault area. At the time of the observation, **ZUMPANO** was actively handling cash. This conduct is in violation of Rule 75-11.009(8), of the Florida Administrative Code, which requires all cardroom employees to visibly wear their issued photo identification at all times while on duty and prohibits concealment from patrons or surveillance cameras.

Related Case:

Investigations Specialist II / Date	Investigation Manager / Date:
/s/ Randa Samson Randa Samson / April 13, 2026	/s/ C. Derek Washington C. Derek Washington / April 14, 2026

Chief of Investigations / Date

/s/
Bradford D. Jones / April 16, 2026

CONTINUATION

On April 7, 2026, I conducted a routine quarterly/bi-weekly cardroom inspection at Tampa Bay Downs. During the inspection, I reviewed recorded surveillance footage from March 25, 2026. I observed Poker Room Supervisor, Vincent **ZUMPANO** (PMW License #7617952 - **EXHIBIT #1)** not wearing his required identification badge while on duty in the vault area in the process of handling cash **(EXHIBIT #2)**.

I subsequently spoke with Poker Room Manager, Joseph Richard Gerstel (PMW License #7915120) and informed him of the violation. In response, Mr. Gerstel addressed Mr. **ZUMPANO** and stated, *"You have already been warned,"* indicating prior facility issued verbal notice regarding this requirement.

A review of the Versa Regulation Enforcement Database revealed one prior, unrelated violation in 2011 (Case #2011-05-5031) involving Mr. **ZUMPANO** under Rule 61D-11.014(5)(b)3, F.A.C., for failing to sign the seal of an envelope containing a damaged card. Based on the circumstances of that violation, a Warning Letter was issued by then Chief of Investigations, Steven Kogan **(EXHIBIT #3)**.

Conclusion: Based on these findings, Vincent **ZUMPANO** was found to be in violation of Rule 75-11.009(8), Florida Administrative Code, for failing to wear his issued identification badge while on duty.

Status: Closed by Investigations and forwarded to Legal for review.

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2. PHOTOS…… 1-7
3. CASE #2011-05-5031, Warning Letter …… 1-2

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jhodge**

VR Home > Complaint Search > Maintain Complaint > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted] Lic Type **1012 - Cardroom Employee Occupational** Expires On **06/30/2027**

File # **3038** Name **ZUMPANO, VINCENT PAUL Sr.** Extended To

License # **7617952** Rank **CEMP - Cardroom Employee Occupational** Renewed On

Entity # **7617952** Lic Status **Current**

Address

Street # **4221** Street **SUMMERDALE DR**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33624**

Routing

Other

1st License Date **07/12/2024** Rank Date **07/12/2024** Certificate #

Method **I-S-1024** Status Date **07/12/2024** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	CMAN - Cardroom Manager	06/29/2018	
I	TBRD - Thoroughbred	12/08/2005	
L	320 - Tampa Bay Downs	06/20/2012	
Y	3YR - 3 Year License	06/20/2012	

Alt Keys

BEST LIC NBR **7617952**

Get Adobe Reader.

Florida Department of
Business & Professional Regulation

Division of Pari-Mutuel Wagering
Division of Investigations
1400 W. Commercial Boulevard, Suite 165
Fort Lauderdale, Florida 33309
Phone: 954.202-3900 • Fax: 954.202-3930

Ken Lawson, Secretary

Rick Scott, Governor

November 18, 2011

Mr. Vincent P. Zumpano
15905 Crying Wind Dr.
Tampa, FL 33624

Re: License No. 7617952-1012
DBPR Case No. 2011 05 55031
Warning Letter

Dear Mr. Zumpano:

On November 15, 2011, during a cardroom inspection at Tampa Bay Downs, investigators determined that you failed to sign the envelope seal on an envelope containing damaged playing cards from November 11, 2011. This is a violation of **F.A.C. 61D-11.014(5)(b)(3) Cards.** Each Dealer assigned to a card table shall inspect each deck of playing cards intended for use at that table. Inspection of the deck of playing cards shall commence no earlier than the start of the designated cumulative hours of operation of that cardroom license. The assigned dealer must ensure that cards are not taped, cut, shaved, marked, defaced, bent, crimped, or deformed in any fashion that may permit covert identification of the card by players. (b) Any deck of cards in which it is determined damaged cards exist shall be withdrawn from play immediately upon identification of the damage as follows: 3. The cardroom supervisor shall sign his/her name across the seal of the envelope or container indicating the supervisor has sealed and inspected the seal prior to storage of the damaged car or cards;

This letter constitutes official warning that your conduct violated Florida's cardroom gaming law and rules. No further action will be taken at this time. However, please be advised that any future violation of Florida's cardroom gaming law or rules could result in an administrative fine being imposed against you and/or suspension or revocation of your cardroom gaming occupational license.

Respectfully,

Steven E. Kogan
Chief of Investigations
DBPR, Division of Pari-Mutuel Wagering

SEK/lem

EXHIBIT #3
PAGE 1/2

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

7009 2820 0001 6117 4145

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here 2011 05 5503 N. Miyar

Sent To: Vincent P. Zumpano
Street, Apt. No.; or PO Box No.: 15904 Crying Wind Dr.
City, State, ZIP+4: Tampa FL 33624

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Zumpano, Vicent, P
15905 CryingWind Dr.
Tampa, ~~FL~~ 33624

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7009 2820 0001 6117 4145

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

EXHIBIT #3
PAGE 2/2

7. Discussion of Recommended Orders

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Megan M. Ludlow Case No. 2023-054489; Recommended Order
Date:	July 27, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint seeking suspension or revocation of Respondent's pari-mutuel general individual occupational license based on Respondent's convictions. On April 22, 2024, Respondent requested a formal hearing under Section 120.57(1), Florida Statutes. On August 21, 2024, counsel for the Commission notified Respondent that the request for a formal hearing was deficient. An informal hearing was held on July 10, 2025, but was continued for settlement negotiations, which were discontinued without settlement. The continued informal hearing was held on June 16, 2026, pursuant to Section 120.57(2). On July 20, 2026, the hearing officer issued a recommended order recommending that the Florida Gaming Control Commission enter a final order revoking Respondent's occupational license. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and revoking Respondent's pari-mutuel general individual occupational license.

Relevant Facts

At all times material hereto, Respondent held a pari-mutuel general individual occupational license. On or about October 19, 2022, Respondent was convicted of Resisting an Officer with Violence and Battery on a Law Enforcement Officer, both felonies, in Broward County, Florida. Respondent did not notify the Commission of her convictions within 48 hours. Based on the foregoing, the Division filed a two-count Administrative Complaint seeking suspension or revocation of Respondent's occupational license and/or one or more of the penalties specified in Section 849.086(14).

On April 22, 2024, Respondent requested a formal hearing under Section 120.57(1). On August 21, 2024, counsel for the Commission notified Respondent that the request for a formal hearing was deficient, and that an informal hearing would be

scheduled if she did not submit a compliant amended request for a formal hearing. An amended request was not received, and an informal hearing was held on July 10, 2025. The July 10, 2025, informal hearing was continued for settlement negotiations, which were discontinued without settlement. The continued informal hearing was held on June 16, 2026, pursuant to Section 120.57(2). Respondent did not appear for the scheduled hearing. On July 20, 2026, the hearing officer issued a recommended order recommending that the Florida Gaming Control Commission enter a final order revoking Respondent's occupational license. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and revoking Respondent's pari-mutuel general individual occupational license.

Analysis

Section 550.105(5)(b) provides:

> The commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for or holder thereof has violated the provisions of this chapter or the rules of the commission governing the conduct of persons connected with racetracks and frontons. In addition, the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Section 550.105(10)(d) provides that each licensee shall inform the Commission within 48 hours "if he or she is convicted of or has entered a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication."

Section 550.105(5)(d), provides that: "[…] the term 'convicted' means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere […]"

Section 550.105(5)(e) provides, in relevant part:

> If an occupational license will expire by commission rule during the period of a suspension the commission intends to impose, or if a license would have expired but for pending administrative charges and the occupational licensee is found to be in violation of any of the charges, the license may be revoked and a time period of license ineligibility may be declared. The commission may bring administrative charges against any person not holding a current license for violations of statutes or rules which occurred while such person held an occupational license, and the commission may declare such person ineligible to hold a license for a period of time […]

Staff Recommendation: The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and revoking the pari-mutuel general individual occupational license of Respondent, Megan M. Ludlow.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/20/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2023-054489

MEGAN M. LUDLOW,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Shireen Anbardan, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on June 16, 2026, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the petition for hearing by Megan M. Ludlow ("Respondent") in response to the Commission's Administrative Complaint filed in FGCC Case Number 2023-054489. Justin Hundersmarck, Senior Attorney, represented the Commission. Respondent was a *pro se* litigant but did not attend the hearing. The hearing was held telephonically. Both sides were permitted to present witnesses, proffer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about January 3, 2024, the Division of Pari-Mutuel Wagering (the "Division") filed a two-count administrative complaint (the "Administrative Complaint") alleging that Respondent is subject to suspension or revocation of her pari-mutuel wagering general individual occupational license based on her violation of sections 550.105(5)(b) and 550.105(10)(d), Florida Statutes.

2. On or about April 22, 2024, Respondent requested a formal hearing under section 120.57(1), Florida Statutes.

3. On or about August 21, 2024, the attorney for the Commission sent Respondent a letter informing her that her petition for a formal hearing did not identify a dispute of material fact, and as such, her request did not comply with the requirements of the law. The letter also informed Respondent that if a compliant amended request was not received, then she would be scheduled for an informal hearing not involving disputed issues of material fact pursuant to sections 120.569 and 120.57(2), Florida Statutes.

4. An amended request was not received, and an informal hearing was held on July 10, 2025, but was continued for settlement negotiations.

5. Ultimately, after settlement negotiations were discontinued, the informal hearing was scheduled for June 16, 2026.

THE JUNE 16, 2026, INFORMAL HEARING

6. A hearing pursuant to section 120.57(2), Florida Statutes, was held on June 16, 2026. During this hearing, the Commission presented the issues raised in the Administrative Complaint. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Administrative Complaint as the undisputed facts in the case and accepted the investigative packet into the record.

7. The investigative report contained within the investigative packet alleges that, on or about September 28, 2023, a random check of Respondent's license was performed and arrests and criminal charges were found.

8. The investigative report alleged that, on or about October 19, 2022, Respondent entered a plea of nolo contendere to the charge of Resisting an Officer with Violence, a felony

offense, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 21003081CF10A. Adjudication was withheld, and Respondent was sentenced to twenty-four months' probation, with no drugs or alcohol as a condition of the probation.

9. The investigative report alleged that, on or about October 19, 2022, Respondent entered a plea of nolo contendere to the charge of Battery on a Law Enforcement Officer, a felony offense, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 22007228CF10A. Adjudication was withheld, and Respondent was sentenced to twenty-four months' probation, with no drugs or alcohol as a condition of the probation.

10. Respondent failed to notify Petitioner within forty-eight hours of her October 19, 2022 convictions as required by section 550.105(10)(d), Florida Statutes.

11. The investigative report also alleged that Respondent had a pending disqualifying felony arrest when she was issued her license, and that she was informed that she was required to notify the Commission once the case was concluded and provide the disposition.

12. Respondent did not attend the hearing but submitted a self-authored letter that was received by the Commission on or about April 22, 2024. In the letter, Respondent explained that she was unaware that she was required to report anything within forty-eight hours.

FINDINGS OF FACT

13. At all times pertinent to the allegations contained herein, Respondent held a pari-mutuel wagering general individual occupational license, number 1496650, issued pursuant to section 550.105(2)(a), Florida Statutes.

14. On or about October 19, 2022, Respondent was convicted of Resisting an Officer with Violence, a felony offense, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 21003081CF10A.

15. On or about October 19, 2022, Respondent was convicted of Battery on a Law Enforcement Officer, a felony offense, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 22007228CF10A.

16. Respondent did not notify the Commission of her convictions within forty-eight hours.

17. There is competent substantial evidence to support these findings of fact.

CONCLUSIONS OF LAW

18. The Hearing Officer has jurisdiction over this matter and the parties under section 120.57(2), Florida Statutes.

19. The Commission has jurisdiction over this matter under chapters 120 and 550 Florida Statutes.

20. Section 550.105(5)(b), Florida Statutes, states:

> The commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for or holder thereof has violated the provisions of this chapter or the rules of the commission governing the conduct of persons connected with racetracks and frontons. In addition, the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

21. Section 550.105(5)(d), Florida Statutes, provides that "the term 'convicted' means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

22. Under section 550.105(5)(b), Florida Statutes, Respondent's felony convictions are ground for the Commission to suspend or revoke her license.

23. Section 550.105(10)(d), Florida Statutes, provides that "each person who is licensed or who is fingerprinted as required by this section must agree to inform the commission within 48 hours if he or she is convicted of or has entered a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication."

24. Respondent's failure to notify the Commission of her felony convictions with forty-eight hours is a violation of section 550.105(10)(d), Florida Statutes.

25. There is competent, substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

WHEREFORE, based on the Findings of Fact and Conclusions of Law, it is hereby recommended that the Florida Gaming Control Commission enter a Final Order REVOKING Respondent's pari-mutuel wagering general individual occupational license.

This Recommended Order in FGCC Case Number 2023-054489 is submitted on this 20th day of July 2026.

Shireen Anbardan

Shireen Anbardan
Hearing Officer
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 20th day of July 2026, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by email to:

Megan M. Ludlow
321 Maple Street
Hallandale, FL 33009
jockeymeg2@gmail.com

Justin Hundersmarck
Senior Attorney
Counsel for Petitioner
Justin.Hundersmarck@flgaming.gov

Clerk of the Commission
FLORIDA GAMING CONTROL COMMISSION

Ebonie Lanier

From: Clerk
Sent: Tuesday, July 21, 2026 1:28 PM
To: Ebonie Lanier; Emily Alvarado; Justin Hundersmarck
Subject: FW: SERVICE OF LEGAL DOCUMENT (2023-054489)

Good afternoon,

Please see email below.

Florida Gaming Control Commission
flgaming.gov

Melba L. Apellaniz
Clerk of the Commission
Office of General Counsel
Florida Gaming Control Commission
Office (850)794-8067 Cell (850) 964-1711
Fax (850)536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

From: Megan Ludlow <jockeymeg2@gmail.com>
Sent: Tuesday, July 21, 2026 1:22 PM
To: Clerk <clerk@flgaming.gov>
Subject: Re: SERVICE OF LEGAL DOCUMENT (2023-054489)

Hello
I was never notified by mail or email about this hearing.I like to file an appeal.
Thank you
Megan Ludlow
954-639-3460

(5

On Tue, Jul 21, 2026 at 6:09 AM Clerk <clerk@flgaming.gov> wrote:

> Good morning,

Attached find Hearing Officer's Recommended Order filed on 7/20/2026, for:

1. Megan M. Ludlow, 2023-054489

Melba L. Apellaniz

Clerk of the Commission

Office of General Counsel

Florida Gaming Control Commission

Office (850)794-8067 Cell (850) 964-1711

Fax (850)536-8712

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Ebonie Lanier

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
To: jockeymeg2@gmail.com
Sent: Tuesday, June 16, 2026 1:25 PM
Subject: Relayed: Informal Hearing Reminder - Today at 2:00 PM

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jockeymeg2@gmail.com (jockeymeg2@gmail.com)

Subject: Informal Hearing Reminder - Today at 2:00 PM

Informal Hearing Reminder - To...

Ebonie Lanier

From: Ebonie Lanier
Sent: Tuesday, June 16, 2026 1:25 PM
To: jockeymeg2@gmail.com
Subject: Informal Hearing Reminder - Today at 2:00 PM

Good Afternoon Mrs. Ludlow,

RE: FGCC v. LUDLOW

This is a friendly reminder about your informal hearing scheduled to be heard today, June 16, 2026, at 2:00 PM.

Thanks,
- Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

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Ebonie Lanier

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
To: jockeymeg2@gmail.com
Sent: Wednesday, June 3, 2026 11:14 AM
Subject: Relayed: Notice of Informal Hearing

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jockeymeg2@gmail.com (jockeymeg2@gmail.com)

Subject: Notice of Informal Hearing

Notice of Informal Hearing

Ebonie Lanier

From: Ebonie Lanier
Sent: Wednesday, June 3, 2026 11:13 AM
To: jockeymeg2@gmail.com
Subject: Notice of Informal Hearing
Attachments: LUDLOW - 2023054489 -Hearing Packet. Resp. Copy.pdf

Good morning,

RE: FGCC v. MEGAN M. LUDLOW - 2023054489

Your informal hearing is scheduled for Wednesday, June 16, 2026, at 2:00 PM (EST). Please review the attached packet, which contains the details regarding your hearing.

Thanks,
- Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

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JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

June 1, 2026

Megan M. Ludlow
222 Southeast 9th Street
Hallandale Beach, Florida 33009

RE: FGCC v. MEGAN M. LUDLOW
Case No.: 2023-054489

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Tuesday, June 16, 2026, at 2:00 PM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location, and instructions for the hearing. A copy of the Commission's case file has been emailed and mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Shireen.Anbardan@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

Please note: If you choose not to attend the hearing in person or by video conference, we will conduct the hearing telephonically; you will be contacted **between 2:00 PM and 2:15 PM (EST) at the following number: (754) 208-9562.** Please contact me as soon as possible to provide a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line **will result in the hearing proceeding without you**.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within 90 days after the date of the hearing. The Final Order is the **final** agency action and will resolve your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at (850) 794-8072 or Ebonie.Lanier@flgaming.gov.

Sincerely,

/s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
(850) 794-8072

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1..... Notice of Hearing for June 16, 2026

Exhibit 2..... Continued hearing – July 10, 2025

Exhibit 3 ..... Election of Rights

Exhibit 4 ..... Administrative Complaint

Exhibit 5..... Report of Investigation

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No..: 2023-054489

MEGAN M. LUDLOW,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Megan M. Ludlow
222 Southeast 9th Street
Hallandale Beach, Florida 33009
Jockeymeg2@gmail.com

YOU ARE HEREBY NOTIFIED that the Florida Gaming Control Commission's designated Hearing Officer will conduct a hearing on this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present testimony, you must attend the hearing. The hearing is scheduled for **Tuesday, June 16, 2026 The Hearing Officer will call you at (754) 208-9562 sometime between 2:00 PM – 2:15 PM. (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the call, promptly return a voicemail, or maintain an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Ebonie.Lanier@flgaming.gov or by telephone at (850) 794-8072, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will be held by telephone only by default. You may also provide written or oral evidence or have witnesses testify on your behalf. Any written evidence you wish to present to the Hearing Officer, as well as the names and contact information of any witnesses you

plan to call at the hearing, should be emailed to Shireen.Anbardan@flgaming.gov and Justin.Hundersmarck@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Shireen.Anbardan@flgaming.gov and Opposing Counsel at Justin.Hundersmarck@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named parties via certified mail, on this 1st day of June, 2026.

By: /s/ *Ebonie Lanier*

Ebonie Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8072
Facsimile: (850) 536-8712
Ebonie.Lanier@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier in the Office of General Counsel by email at Ebonie.Lanier@flgaming.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

ADMIN. ASSISTANT - INFORMAL HEARING NOTES

EXHIBIT 2

CASE DETAILS

Case No.: 2023-054489

Respondent: LUDLOW, MEGAN M

Case Type: Notice of Convictions

Date of Informal Hearing: July 10, 2025 @10:00 AM

Method of Hearing: via Telephone

ATTENDANCE

Did The Petitioner/Respondent Answer: ☐ Yes ☐ No

- If No,
  - Hearing Rescheduled or Hearing held without Respondent/Petitioner?

Represented: ☐ Yes ☐ No

- **If Yes, By Whom:**

Did They Call Witnesses: ☐ Yes ☐ No

- Number of Witnesses:
  - Contact info if witness info wasn't provided prior to the hearing.

DEADLINES

90 Day Deadline for HORO: N/A

ADDITIONAL NOTES:

Attorney Alvarado to issue a settlement proposal to the Respondent after the hearing. Case continued to the next available informal hearing.

Tue Jun 02 2026 16:30:28 GMT-0400 (Eastern Daylight Time)-EBONIE.LANIER:Informal hearing scheduled to be heard on 6/16/2026 at 2:00 PM
Thu May 28 2026 16:32:10 GMT-0400 (Eastern Daylight Time)-EBONIE.LANIER:Case placed on June 2026 Informal Hearing agenda.
Wed Nov 19 2025 11:56:27 GMT-0500 (Eastern Standard Time)-EMILY.ALVARADO:Place on next avaliable informal agenda to complete hearing. We will be seeking revocation of her license although it has expired.
Thu Sep 25 2025 11:12:48 GMT-0400 (Eastern Daylight Time)-EBONIE.LANIER:no response> to be placed on Nov. Informa Hearing agenda
Mon Sep 15 2025 15:03:44 GMT-0400 (Eastern Daylight Time)-EMILY.ALVARADO:Emailed Ludlow on 9/15 following up on a settlement proposal and asking if she has one that she would like the Commission to consider. She was instructed to give a response by 9/22 or it would be put back on an informal hearing agenda.
Thu Jul 10 2025 14:27:01 GMT-0400 (Eastern Daylight Time)-MAYA.JONES:Informal Hearing held 07/10/2025, 90 day HORO 10/08/2025.
Wed May 28 2025 09:42:21 GMT-0400 (Eastern Daylight Time)-MAYA.JONES:NOH has been issued and the Informal Hearing Date has been scheduled for July 10th.

Case management notes from OnBase

Outlook

Reminder: Upcoming Informal Hearing – July 10, 2025

From Maya Jones <Maya.Jones@flgaming.gov>
Date Mon 7/7/2025 8:28 AM
To Jockeymeg2@gmail.com <Jockeymeg2@gmail.com>
Cc Ebonie Lanier <Ebonie.Lanier@flgaming.gov>

Good Morning,
I hope this message finds you well! This is a friendly reminder about your upcoming Informal Hearing scheduled for **July 10, 2025.** You can expect to be contacted **between 10:00 AM and 3:00 PM.**
The hearing will be conducted via telephone, and we currently have the following number on file for you: **754-208-9562**.
If your contact number has changed, please let us know prior to the hearing to help ensure a smooth communication process.
Thank you, and we look forward to speaking with you soon!

Thanks,
- Maya Jones

Florida Gaming Control Commission
flgaming.gov

Maya Jones
Administrative Assistant II
Office of the General Counsel
Office: (850)-536-8712
Fax: (850) 536-8709

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Ebonie Lanier

From: Maya Jones
Sent: Monday, June 23, 2025 10:51 AM
To: Jockeymeg2@gmail.com
Cc: Ebonie Lanier
Subject: Updated Address, Contact Information, and Representation Status
Attachments: LUDLOW, MEGAN M - Redacted (1).pdf

Good Morning,
Per our recent conversation, I have updated your address to the following:
222 Southeast 9th Street
Hallandale Beach, Florida 33009
You also provided an updated phone number: **754-208-9562**.
Additionally, you stated that you will no longer have legal counsel and will be representing yourself moving forward.
Attached to this email, you will find an updated Informal Hearing Packet for your review.
Please let me know if you have any questions or need further assistance.

Thanks,
- Maya Jones

Florida Gaming Control Commission
flgaming.gov

Maya Jones
Administrative Assistant II
Office of the General Counsel
Office: (850) 794-8071
Fax: (850) 536-8709

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May 27, 2025

Patrick David Wilson "Pat"
Patrick Wilson Law, PLLC
13501 SW 128th St Ste 205
Miami, FL 33186-5863
patrick@patrickwilsonlaw.com

RE: FGCC v. Megan M Ludlow
Case No.: 2023-054489

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Thursday, July 10, 2025, between 10:00 AM and 3:00 PM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location and instructions for the hearing. A copy of the Commission's case file has been mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Renee.Harkins@flgaming.gov at least 7 days before the date of the hearing. If you do not have an email address, please contact me for an alternative method to provide the requested information.

Please note: If you choose not to attend the hearing in person or by video conference, we will be conducting the hearing telephonically; you will be contacted **between 10:00 AM and 3:00 PM (EST) at the following number: (303)-861-2598.** Please contact me as soon as possible to notify me of a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line will result in the hearing proceeding without you.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within approximately 90 days after the date of the hearing. The Final Order is the **final** agency action and will describe the resolution of your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at 850-794-8071 or Maya.Jones@flgaming.gov.

Sincerely,

/s/ *Maya Jones*

Maya Jones
Administrative Assistant II
(850) 794-8071

Enclosures: Notice of Hearing and Case File

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No..: 2023-054489

MEGAN M LUDLOW

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: MEGAM M LUDLOW
321 MAPLE STREET
HALLANDALE BEACH, FLORIDA 33009
JOCKEYMEG2@GMAIL.COM

YOU ARE HEREBY NOTIFIED that the Commission's designated Hearing Officer will conduct a hearing in this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present oral or written evidence, you must attend the hearing. The hearing is scheduled for **Thursday, July 10, 2025 The Hearing Officer will call you at (651) 307-3815 sometime between 10:00 AM – 3:00 PM (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the telephone, promptly return a voicemail, or hold an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Maya.Jones@flgaming.gov or telephone at (850) 794-8071, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will automatically be held by telephone only. You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call

at the hearing should be emailed to Renee.Harkins@flgaming.gov, and Emily.Alvarado@flgaming.gov at least 7 days before the date of the hearing. If you do not have an email address, please contact me for an alternative method to provide the requested information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Renee.Harkins@flgaming.gov and Opposing Counsel at Emily.Alvarado@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to: the above-named parties via certified mail, on this 27th day of May, 2025.

By: /s/ *Maya Jones*

Maya Jones
Administrative Assistant II
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8071
Facsimile: (850) 536-8709
Maya.Jones@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier at (850) 794-8072. If you are hearing or speech impaired, please contact the agency by calling 1-800-955-8771.

Outlook

Informal Hearing – Megan M Ludlow – July 10, 2025

From Maya Jones <Maya.Williams@flgaming.gov>
Date Wed 5/28/2025 9:31 AM
To patrick@patrickwilsonlaw.com <patrick@patrickwilsonlaw.com>
Cc Ebonie Lanier <Ebonie.Lanier@flgaming.gov>

1 attachment (12 MB)
LUDLOW, MEGAN M - Attorney - Redacted.pdf;

Good Morning,
Please see the attached document regarding the informal hearing for Megan M Ludlow. The hearing is scheduled to take place on July 10, 2025, between 10:00 AM and 3:00 PM.
If you have any questions or concerns, please feel free to reach out.

Thanks,
- Maya Jones

Florida Gaming Control Commission
flgaming.gov

Maya Jones
Administrative Assistant II
Office of the General Counsel
Office: (850) 794-8071
Fax: (850) 536-8709

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The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

Outlook

Informal Hearing – Megan M. Ludlow – July 10, 2025

From Maya Jones <Maya.Williams@flgaming.gov>
Date Wed 5/28/2025 8:12 AM
To JOCKEYMEG2@GMAIL.COM <JOCKEYMEG2@GMAIL.COM>
Cc Ebonie Lanier <Ebonie.Lanier@flgaming.gov>

1 attachment (12 MB)
LUDLOW, MEGAN M - Redacted.pdf;

Good Morning,
Please find attached the document regarding Megan M Ludlow informal hearing, which will take place on July 10, 2025, between the hours of 10:00 AM and 3:00 PM.
If you have any questions or concerns, please don't hesitate to reach out.

Thanks,
- Maya Jones

Florida Gaming Control Commission
flgaming.gov

Maya Jones
Administrative Assistant II
Office of the General Counsel
Office: (850) 794-8071
Fax: (850) 536-8709

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EXHIBIT
3

Outlook

Relayed: 2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489

From Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
Date Tue 9/10/2024 9:49 AM
To patrick@patrickwilsonlaw.com <patrick@patrickwilsonlaw.com>

1 attachment (23 KB)
2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

patrick@patrickwilsonlaw.com (patrick@patrickwilsonlaw.com)

Subject: 2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489

Outlook

Relayed: 2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489

From Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
Date Tue 9/10/2024 9:49 AM
To jockeymeg2@gmail.com <jockeymeg2@gmail.com>

1 attachment (23 KB)
2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jockeymeg2@gmail.com (jockeymeg2@gmail.com)

Subject: 2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489

Outlook

2nd Attempt - Florida Gaming Control Commission - Case No. 2023054489

From Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Date Tue 9/10/2024 9:48 AM
To patrick@patrickwilsonlaw.com <patrick@patrickwilsonlaw.com>
Cc jockeymeg2@gmail.com <jockeymeg2@gmail.com>
Bcc Emily Alvarado <Emily.Alvarado@flgaming.gov>

1 attachment (2 MB)
Def. EOR Packet - LUDLOW - 2023054489.pdf;

Good Morning Ms. Ludlow,

Per your request, We are resending the documents emailed on August 21, 2024.

I have also updated your address on file to:
713 NE 3rd Street apt 4
Hallandale Beach FL 33009

Thanks,
-Ebonie Lanier

From: Ebonie Lanier
Sent: Wednesday, August 21, 2024 3:43 PM
To: patrick@patrickwilsonlaw.com
Cc: jockeymeg2@gmail.com
Subject: Florida Gaming Control Commission - Case No. 2023054489

Good Afternoon,

Please find the attached documents regarding FGCC Case No. 2023054489 for Megan M. Ludlow.

Thanks,
-Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8709

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

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Outlook

Relayed: Florida Gaming Control Commission - Case No. 2023054489

From Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
Date Wed 8/21/2024 3:43 PM
To jockeymeg2@gmail.com <jockeymeg2@gmail.com>

1 attachment (22 KB)
Florida Gaming Control Commission - Case No. 2023054489;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jockeymeg2@gmail.com (jockeymeg2@gmail.com)

Subject: Florida Gaming Control Commission - Case No. 2023054489

Outlook

Relayed: Florida Gaming Control Commission - Case No. 2023054489

From Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
Date Wed 8/21/2024 3:43 PM
To patrick@patrickwilsonlaw.com <patrick@patrickwilsonlaw.com>

1 attachment (22 KB)
Florida Gaming Control Commission - Case No. 2023054489;

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

patrick@patrickwilsonlaw.com (patrick@patrickwilsonlaw.com)

Subject: Florida Gaming Control Commission - Case No. 2023054489

Outlook

Florida Gaming Control Commission - Case No. 2023054489

From Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Date Wed 8/21/2024 3:42 PM
To patrick@patrickwilsonlaw.com <patrick@patrickwilsonlaw.com>
Cc jockeymeg2@gmail.com <jockeymeg2@gmail.com>

1 attachment (2 MB)
Def. EOR Packet - LUDLOW - 2023054489.pdf;

Good Afternoon,

Please find the attached documents regarding FGCC Case No. 2023054489 for Megan M. Ludlow.

Thanks,
-Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8709

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Outlook

RE: Voice Mail (43 seconds)

From Emily Alvarado <Emily.Alvarado@flgaming.gov>
Date Fri 6/27/2025 8:54 AM
To Maya Jones <Maya.Jones@flgaming.gov>; Ebonie Lanier <Ebonie.Lanier@flgaming.gov>

Great, Thank you for letting me know!

Florida Gaming Control Commission
flgaming.gov

Emily A. Alvarado
Chief Attorney in Litigation
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

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From: Maya Jones <Maya.Jones@flgaming.gov>
Sent: Friday, June 27, 2025 8:54 AM
To: Emily Alvarado <Emily.Alvarado@flgaming.gov>; Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Subject: RE: Voice Mail (43 seconds)

Yes. She said that she will plea her case in the informal hearing.

Thanks,
- Maya Jones

From: Emily Alvarado <Emily.Alvarado@flgaming.gov>
Sent: Friday, June 27, 2025 8:47 AM
To: Maya Jones <Maya.Jones@flgaming.gov>; Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Subject: RE: Voice Mail (43 seconds)

Have we reached out to her regarding this?

Florida Gaming Control Commission
flgaming.gov

Emily A. Alvarado
Chief Attorney in Litigation
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

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From: Maya Jones <Maya.Jones@flgaming.gov>
Sent: Friday, June 20, 2025 1:12 PM
To: Ebonie Lanier <Ebonie.Lanier@flgaming.gov>; Emily Alvarado <Emily.Alvarado@flgaming.gov>; Justin Hundersmarck <Justin.Hundersmarck@flgaming.gov>
Cc: Marc Taupier <Marc.Taupier@flgaming.gov>
Subject: Fw: Voice Mail (43 seconds)

Get Outlook for iOS

From: +1 754-208-9562 <noreply@skype.voicemail.microsoft.com>
Sent: Friday, June 20, 2025 11:57:21 AM
To: Maya Jones <Maya.Jones@flgaming.gov>
Subject: Voice Mail (43 seconds)

Hello Miss Jones, My name is Megan Ludlow and my phone number is 754-208-9562. I got a message from my mother, Deborah Derosa, that you were trying to reach me regarding my Florida license. At this time, I have not renewed it. I haven't had any reason to renew it and but I am aware that you were trying to reach out to me. So I am reaching back out to you. Today is June. I believe it's June 19th. It's Friday. All right. Thank you very much. Bye bye.

You received a voice mail from +1 754-208-9562.

Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.

Set Up Voice Mail

Outlook

FW: Megan Ludlow Case No. 2023-054489

From Emily Alvarado <Emily.Alvarado@flgaming.gov>
Date Wed 8/21/2024 11:41 AM
To Ebonie Lanier <Ebonie.Lanier@flgaming.gov>

We can get service via email to the attorney on record and to her email that he placed on her EOR. He didn't respond to me but lets send the defective EOR to both emails.

Emily A. Alvarado
Chief Attorney in Litigation
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

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From: Emily Alvarado
Sent: Thursday, May 30, 2024 12:44 PM
To: patrick@patrickwilsonlaw.com
Cc: Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Subject: Megan Ludlow Case No. 2023-054489

Good Afternoon Mr. Wilson,

My name is Emily Alvarado and I am an attorney for the Florida Gaming Control Commission. We have received a letter from Ms. Ludlow stating that you will be representing her in the above referenced case. She has also submitted an election of rights form requesting a formal hearing, but she did not dispute an issue of material fact in her request. Therefore, we are going to be sending a deficiency letter and a new election of rights. If you are representing Ms. Ludlow, we can send this over to you via email and to your address. I am happy to discuss further on the phone or via email.

Thank you,

Emily A. Alvarado
Deputy Chief Attorney
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

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August 21, 2024

Megan M. Ludlow
321 Maple Street
Hallandale, Florida 33009
jockeymeg2@gmail.com

Case No.: **2023-054489**
Subject: Request for Formal Hearing

Dear Ms. Ludlow:

We are in receipt of the Election of Rights you submitted on April 22, 2024 and May 29, 2024. You have requested an evidentiary hearing involving disputed issues of material fact before the Division of Administrative Hearings, pursuant to Section 120.57(1), Florida Statutes ("formal hearing").

The Commission carefully reviewed your petition for a formal evidentiary hearing to determine if it contains all the information required by Section 120.569(2)(c), Florida Statutes, and rules 28-106.111, and 28-106.201 or 28-106.301, Florida Administrative Code. This is to inform you that the Commission has determined that your request for a formal hearing does not identify a dispute of material fact. Therefore, your request does not comply with the requirements of the law.

In order to proceed with a formal hearing, you must submit an amended request for a formal hearing. *The response must specifically identify issues of material fact you dispute.* An amended request for formal must be **received** by the Commission at the address at the bottom of the form within twenty-one (21) days after the date you receive this letter.

If the **amended** request for a formal hearing still does not dispute issues of material fact, you will be scheduled for a hearing not involving disputed issues of material fact ("informal hearing") pursuant to Sections 120.569 and 120.57(2), Florida Statutes. Please contact me if you have any questions.

Sincerely,

/s/ Emily A. Alvarado
Emily A. Alvarado
Chief Attorney
850-794-8072

Enclosure: Election of Rights received on April 22, 2024, May 29, 2024, and Amended Election of Rights form.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 5/29/2024
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

To: Emily A. Alvarado
Deputy Chief attorney
850-794-8066

RECEIVED 5/8/24
2024 MAY 29 PM 12:49
FLORIDA GAMING CONTROL COMMISSION

CASE NO # 2023-054489
Subject: Response to Adminstrative Complaint

Dear Emily Alvarado,
I did send off the paperwork a few weeks ago to dispute the allegations made. I was unaware I had to report 48 after Oct 19th 2022 case #21003081CF10A and case #22007228CF10A Both cases are being represented by Patrick Wilson # 786-205-1503 and my current situation is I'm in the Paul Rein facility on a VOP for Both cases he is my attorney Please reach out to his Lawfirm I want a fair hearing Both cases I plead not guilty - withheld judification was granted by the honorable Judge Merrigan. Please respond back I definently want to keep my licence clean in the state of Florida. I'm confussed why this matter was never brought to my attention my address in Hallandale Beach you have as well I never recieved a Letter there or a phone call or email explaining any of this regarding license number # 14966650 issued pursuant to Section 550.105 (2)(a) Florida Statutes and section 550.105 (16)d Florida Statutes each licensee shall inform the Commission 48 hours. Thank You

Megan Ludlum
jackeymeg2@gmail.com

Megan Ludlow
#58240078
G-9
Paul Rein Facility
P.O. Box 4070003
Ft Lauderdale FL 33310

RECEIVED

2024 MAY 29 PM 12:49

FL
CONTROL

MIAMI FL 330
24 MAY 2024 PM 5 L

This letter originates from a Broward County Jail Facility. Inmate mail is uncensored and the Sheriff cannot assume responsibility for its contents

Office of the Clerk
United States Court of Appeals
11th Circuit
56 Forsyth Street
Atlanta, GA 30303

32399-703370

25

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/22/2024
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

2024 APR 22 PM 2:01
FLORIDA GAMING CONTROL COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

ELECTION OF RIGHTS

FGCC v. LUDLOW, MEGAN M **CASE NO.: 2023-054489**

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint. I wish to submit oral and written evidence in mitigation at a hearing pursuant to Section 120.57(2), Florida Statutes ("informal hearing") and that this oral and written evidence be considered before any penalty and fines are imposed.

Option (2) ☑ **I do dispute the allegations** of material fact in the Administrative Complaint. This is a petition for a hearing involving disputed material facts pursuant to Sections 120.569(2)(a) and 120.57(1), Florida Statutes, ("formal hearing") before an Administrative Law Judge of the Division of Administrative Hearings. **I specifically dispute the following paragraphs in the Administrative Complaint** (attach extra pages or write on the back if needed):
Was Received on April 12th 2024 at 12:00 AM I signed the certificate I wasn't aware you had to Report Anything to FL Gaming Control Commission
HAD NO IDEA.

In addition to the above election for formal hearing, if you wish to enter into settlement negotiations, check the box below:

☑ Section 120.569(2)(a), Florida Statutes, requires the Department to send this case to the Division of Administrative Hearings (DOAH) for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement in order to enter into settlement negotiations with the Department.

Option (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to any form of hearing. I request that a Final Order imposing a penalty and fines be entered in this case. The Final Order will be placed on the next available Florida Gaming Control Commission Meeting. Respondent is not required to attend, but may check the Florida Gaming Control Commission website at www.fgcc.fl.gov for the meeting materials, agenda, and contact information.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

MEGAN Ludlow #582400078	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
321 MAPLE St C-2	Paul Reign Facility P.O. Box 407000
Street Address	Street Address (where service shall be made)
Hollywood Beach FL 33009	Ft. Lauderdale FL 33340
City State Zip	City State Zip
unknown moms# 303-861-2598	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
jockeymeg26@gmail.com	
E-mail	E-mail
Megan Ludlow	
SIGNATURE	

THE ELECTION OF RIGHTS FORM AND ANY ATTACHMENTS SHOULD BE RECEIVED BY THE COMMISSION WITHIN 21 DAYS AND SENT TO:

Office of the General Counsel
Florida Gaming Control Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Attention: Ebonie N. Lanier, Administrative Assistant III
Telephone: (850) 794-8072 Fax: (850) 563-8709
Email: Ebonie.Lanier@flgaming.gov

4/13/24

To Whom this May Concern,

Office of The General Council
FL Gaming Control Commission
4070 Esplanade Way Suite 250
Tallahasse FL 32399
ATT: Ebonie N Lanier
Administrative Assistant III
ATT: Emily Alvarado 850-794-8066
Deputy Chief attorney

2024 APR 22 PM 2:00
FL GAMING CONTROL COMMISSION
RECEIVED

Hello,

I am unsure who this letter needs to go to but I am 100% want a hearing. I plead NOT Guilty - The Judge Merrigan entered a withheld adjudication that was according to my Lawyer a wise choice that is not a Felony. I am not convicted of any Felonies and my record in FL I've held since 1994. I am in jail on a Violation of Probation for those crimes I am innocent and never knew that we have to report with in 48 HOURS anything before I saw this letter nothing was ever told to me in writing from you or emailed or a phone call from the FL Gaming Control Commission.

I tried to call Ms. Emily Alvarado at her office # from jail on 4/10/24 was unable to we can only make collect calls. I gave my husband the number to call you can call him at 954-997-9662 Jesus Gallegos his address is in CA. I told him to call also am speaking (BACK) LEAVE A MESSAGE for Emily Alva

To an attorney on a video chat today in the jail
if you like to reach me in the jail to Discuss this
further please set up a video chat through securus
App 1-877-800-5729 www.videovisitanywhere.co
my arrest # 5824100078 so we can discuss
this case I want someone to represent me in
this as well as if I am out of custody you
can always email me jockeymeg2@gmail.com
My mothers number is 303-861-2598 Deborah DeRos
my cell phone is off and I don't know my new
number off hand. My address is 321 Maple St
Hallandale Beach FL
I am loosing My home over all this my mail will be forwarded 33009
I am also giving you my husbands address in CA
if there is anything on his licence he and I
worked in FL 30 years our racing careers are over
Not really over we both were kicked off of Gulfstream
Park and really have no desire to go back especially
now. I just want my record clean so if we
go to a racetrack anywhere we won't have a problem
Greatly Appreciate your Resp
Thank You
Megan Ludlow

Jesus Hallegos
1170 Alder St.
Hollister CA 95023
954-997-9662

If he has the same issue as me contact him right away.
Please call him either way and my mom Explain this Please

Mecu [illegible]
[illegible]58240007 8
-2
Broward Reign Facility
P.O. Box 407[illegible]3
Ft. Lauderdale [illegible] 33324 FL

RECEIVED
2024 APR 22 PM 2:01

MIAMI FL 330
17 APR 2024 PM 2 L

This letter originates from Broward County Jail Facility. Inmate mail is uncensored and the Sheriff cannot assume responsibility for its co[illegible]

USA FOREVER

Office of the General Council
FL Gaming Control Commission
4070 Esplanade Way Suite 250
Tallahassee FL 32399

32399-703370

To an attorney on a video chat today in the jail
if you like to reach me in the jail to Discuss this
further please set up a video chat through securus
App 1-877-800-5729 www.videovisitanywhere.com
my arrest # 5824000078 so we can discuss
this case I want someone to represent me in
this as well as if I am out of custody you
can always email me jackeymeg2@gmail.com
My mothers number is 303-861-2598 Deborah DeRosa
My cell phone is off and I don't know my new
number off hand. My address is 321 Maple St
Hollandale Beach FL
I am loosing My home over all this my mail will be forwarded 33009
I am also giving you my husbands address in CA
if there is anything on this licence he and I
worked in FL 30 years our racing careers are were clear
Nothing really over we both were kicked off of Gulfstream
Park and really have no desire to go back especially
now. I just want my record clean so if we
go to a racetrack anywhere we won't have a problem.

Greatly Appreciate Your Repon

Thank You
Megan Ludlow

Jesus Hallegos
1170 Alder St.
Hollister CA 95023
954-997-9662

If he has the same issue as me contact him right away.
Please call him either way and my mom Explain this Please.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. LUDLOW, MEGAN M. **CASE NO.: 2023-054489**

AMENDED ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Amended Election of Rights form. You must sign the form.

A completed Amended Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Amended Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Amended Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8709
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 1/03/2024
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

EXHIBIT
4

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2023-054489

MEGAN LUDLOW,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Megan Ludlow ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering pursuant to chapter 550, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Wagering General Individual Occupational License, number 1496650, issued pursuant to section 550.105(2)(a) Florida Statutes.

3. On or about October 19, 2022, Respondent entered a plea of nolo contendere and was convicted of Resisting an Officer with Violence, a felony, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 21003081CF10A.

4. On or about October 19, 2022, Respondent entered a plea of nolo contendere and was convicted of Battery on a Law Enforcement Officer, a felony, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number 22007228CF10A.

COUNT I

5. Petitioner realleges and adopts paragraphs numbered one through four as if set forth fully herein.

6. Pursuant to section 550.105(5)(b), Florida Statutes:

> The commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for or holder thereof has violated the provisions of this chapter or the rules of the commission governing the conduct of persons connected with racetracks and frontons. In addition, the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

7. Section 550.105(5)(d), Florida Statutes, provides the term "convicted" means "having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

8. Based on the foregoing, Respondent violated section 550.105(5)(b), Florida Statutes, by entering a plea of nolo contendere and being convicted of Resisting an Officer with Violence and Battery on a Law Enforcement Officer, in Broward County, Florida on October 19, 2022, and is therefore subject to suspension or revocation of her occupational license.

COUNT II

9. Petitioner realleges and adopts paragraphs numbered one through four as if set forth fully herein.

10. Respondent failed to notify Petitioner within 48 hours of her October 19, 2022 conviction for Resisting an Officer with Violence and Battery on a Law Enforcement Officer in Broward County, Florida.

11. Pursuant to section 550.105(10)(d), Florida Statutes, each licensee shall inform the Commission, within 48 hours, "if he or she is convicted of or has entered a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication."

12. Based on the foregoing, Respondent violated section 550.105(10)(d), Florida Statutes, by failing to inform the Division of her October 19, 2022, convictions for a disqualifying offense within 48 hours.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order revoking or suspending Respondent's Occupational License, along with any other remedy provided by section 550.105(5)(b), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2023-054489 is signed this 20th day of December 2023.

/s/Emily A. Alvarado

Emily A. Alvarado
Deputy Chief Attorney
Florida Bar Number: 1025200
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8066
Facsimile: (850) 536-8709
Primary: Emily.Alvarado@flagaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to rule 28-106.2015, Florida Administrative Code. Pursuant to rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

U.S. Postal Service
Certified Mail Receipt

OUTBOUND TRACKING NUMBER
9414 7118 9956 4873 3358 89

RETURN RECEIPT TRACKING NUMBER
9490 9118 9956 4873 3358 38

FEES

Postage per piece	$1.630
Certified Fee	$4.400
Return Receipt Fee	$3.650
Total Postage & Fees:	**$9.680**

ARTICLE ADDRESS TO:

Paul Rein Detention Facility
Megan Marie Ludlow #582400078
PO Box 407003
Ft Lauderdale FL 33340-7003

Postmark
Here

3/25/24

(LEGAL) AC-2023054489 - PMW

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9414711899564873335889

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item has been delivered and is available at a PO Box at 6:57 pm on April 8, 2024 in FORT LAUDERDALE, FL 33310.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, PO Box

FORT LAUDERDALE, FL 33310
April 8, 2024, 6:57 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

Track Another Package

Enter tracking or barcode numbers

Guidelines for Inmate Mail

INCOMING ROUTINE MAIL

- Effective June 21, 2021, for the safety and security of staff, vendors, volunteers, and inmates, the Broward Sheriff's Office Department of Detention went to a postcard-only routine incoming mail system. Envelopes and personal letters are no longer allowed to be mailed in for inmates. These incoming mail procedures only apply to routine mail, and do not affect legal/privileged mail.
- All routine incoming mail must be in the form of an acceptable pre-stamped postcard. Any mail not meeting acceptable criteria will be returned to the postal service to be handled as per their rules and regulations. Descriptions of acceptable and unacceptable postcard forms are as follows:
    - Acceptable postcard forms: Postcards must be pre-stamped and at least 3 ½ x 5 inches. The maximum size allowed shall be no larger than 4 ¼ x 6 inches. Writing must be in blue or black ink.
    - Unacceptable postcard forms: Defaced or altered cards; plastic or wrappings on the cards; postcards marked with paint, crayons, watermarks, or stains; postcards with any biohazards to include lipstick or perfumes; postcards depicting nudity; explicit images of sexual activity, suggestive content, weapons, coded messages, or gang references; money, labels, or stickers attached to the postcard; images or the likeness of the recipient inmate or other inmate(s); oversized postcards; fold over multi-layered postcards; and imprinted holograms onto postcards.
- All photos mailed in must be printed on the actual postcards. Photos attached (glued, stapled, paper clipped, etc.) to a postcard in any way will not be accepted.
- Other mail procedures will continue to remain in effect, to include, privileged mail, certified mail, rejection of mail procedures, and returned mail procedures.

PRIVILEGED MAIL

- Privileged Mail: Privileged mail means all mail clearly marked “Legal” or “Privileged” that is either addressed to or received from the following persons and organizations: courts, attorneys, officials of the confining authority, state and local chief executive officers or government officials, administrators of grievance systems, and members of the paroling authority.

OUTGOING MAIL

- Additionally, effective Monday, June 21, 2021, routine outgoing mail procedures were revised. Inmates will only utilize postcards/greeting cards purchased from or obtained through commissary for outgoing routine mail purposes.

Envelopes purchased or obtained through commissary will only be utilized for outgoing legal/privileged mail.

Guidelines for Inmate Mail:

- Incoming mail is delivered to inmates Monday through Friday.
- All incoming mail is opened and searched for security threats and contraband (such as money, checks, inappropriate photos, matches, lighters, cigarettes, jewelry, chewing gum, etc.).
- Mail sent by legal representatives is opened only in the presence of the inmate addressee.
- Inmates may receive letters and cards.
- Do not send cash or personal checks through the mail. Money in any form is contraband and will not be delivered to the inmate.
- Unauthorized items mailed to an inmate will be placed in the property room, returned to sender, or disposed of, as appropriate.
- Inmate mail must be addressed as follows and should reflect the appropriate mailing address for the facility:
    - Inmate's full name
    - Inmate's arrest number
    - Facility's mailing address

BSO Jail Facilities and Mailing Addresses

Main Jail 555 SE 1st Ave. Ft. Lauderdale, FL 33301	Mailing Address: PO Box 9356 Ft. Lauderdale, FL 33310
The Joseph V. Conte Facility 1351 NW 27th Ave. Pompano Beach, FL 33069	Mailing Address: PO Box 407016 Ft. Lauderdale, FL 33340-7016
North Broward Bureau 1550 Blount Rd. Pompano Beach, FL 33069	Mailing Address: PO Box 407037 Ft. Lauderdale, FL 33340

Paul Rein Detention Facility 2421 NW 16th Street Pompano Beach, FL 33069	Mailing Address: PO BOX 407003 Fort Lauderdale, FL 33340
Public Safety Building 2601 W. Broward Blvd. Fort Lauderdale, FL 33312	Mailing Address: PO BOX 9507 Fort Lauderdale, FL 33310

EXHIBIT 5

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **cstubbs1**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1022 - Pari-Mutuel General Individual Occupational**	Status	**90 Closed**	Status Date	**12/07/2023**
Complaint #	**2023054489**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**LUDLOW, MEGAN M**	Responsible	**bjones - JONES, BRADFORD**

Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**CHIS - Criminal History**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/22/2023**
Region	**SR - Southern Region**	Received	**09/27/2023**
Reference	**75-11.011**		
Entered	**09/27/2023**	Entered By	**cstubbs1**

Summary

321 - Gulfstream Park Racing Association, INC - Notification of Criminal Conviction or Charge : On September 22, 2023, Investigations Supervisor Julio Minya received an e-mail notification from FGCC Operations Review Specialist, Joanathan Dye, informing him that an applicant hit was discovered. According to Dye, the appli-cant applied for renewal in 2021 and at that time there was a disqualifying arrest dated March 31, 2021, that was still proceeding through the judicial period during the application. At that stage, Ludlow was issued her license and a notification letter was sent to her on July 6, 2021, informing her that she was required to notify FGCC after the court matter has been resolved, and to forward the disposition documents within 48 hours of the disposition date. After conducting a routine status check, Dye discovered the disposition for the above arrest. After gathering the court records, it was revealed Ludlow had an additional disqualifying arrest on July 25, 2022, that had since been adjudicated. Ludlow failed to notify the FGCC the status of her case disposition and the additional arrest per the above rule.

Updated **12/08/2023 08:49:19** By **cstubbs1**

- [ ] Parties
- [x] Activities
- [x] Allegations
- [ ] Discipline
- [ ] Violations
- [ ] Compliance
- [ ] Related
- [x] Disposition
- [ ] Inspection
- [ ] Costs
- [ ] Time Tracking
- Auto Assign
- [ ] Attachments
- History
- [ ] Work Notes
- Print Report

Change Save OK Cancel Back

Get Adobe Reader.

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 954.202.3900 • Fax: 954.202.3930

Louis Trombetta, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**September 12, 2023**	**2023-05-4489**

LUDLOW, MEGAN **418 SE 8TH STREET Lot #26** **HALLANDALE, FLORIDA 33009**	Complainant: **DIVISION OF PARI-MUTUEL WAGERING OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BOULEVARD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
1496650 - 1021	**Hot Walker**	**October 6, 2023**

Period of Investigation:	Type of Report:
September 13, 2023, through September 29, 2023	**Final**

Alleged Violation(s): F.S.S. 550.105 Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines.
(5)(b) The commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for or holder thereof has violated the provisions of this chapter or the rules of the commission governing the conduct of persons connected with racetracks and frontons. In addition, the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

F.A.C. 75-11.011 Notification of Criminal Conviction or Charge
Any occupational licensee shall provide written notification to the division when the licensee has been arrested, indicted, or charged in any other way with a criminal offense within five days of the arrest, or if not arrested, within five days of the receipt of a charging document. Licensees are not required to report non-criminal traffic offenses.

Synopsis: On September 22, 2023, Investigations Supervisor Julio Minya received an e-mail notification from FGCC Operations Review Specialist, Joanathan Dye, informing him that an applicant hit was discovered. According to Dye, Megan **LUDLOW** (PMW Lic # 13391769) had applied for license renewal in 2021, at which time there was a pending disqualifying felony arrest for Resisting Arrest with Violence, and Disorderly Intoxication, dated March 31, 2021, proceeding through the judicial system. **LUDLOW** was issued her license and informed that she was required to notify the FGCC once the case was concluded and to provide the case dispositions.

LUDLOW failed to notify the FGCC of her arrest and subsequent conviction as directed and required by the above Rule **(Exhibit # 1-2).**

Related Case:

Investigator / Date	Investigator Supervisor / Date
Lisa Vila / October 3, 2023	Tyrell Smith / October 6, 2023

Chief of Investigations Date

Bradford D. Jones / December 7, 2023

CONTINUATION

Further investigation of this matter revealed the following:

On September 28, 2023, I spoke to FGCC Operations Review Specialist Jonathan Dye and he explained that after conducting a random status check of licensee Megan **LUDLOW**, he discovered the dispositions for the above mentioned arrest. Court records revealed that the case had been disposed and **LUDLOW** failed to notify the FGCC the status of her arrest case from March 31, 2021, as per Rule.

Dye also explained this was not the first time an applicant hit alert was placed on **LUDLOW,** due to her failure to notify the FGCC on pending court proceedings. VERSA records show that a previous applicant hit was placed on **LUDLOW's** license record on January 18, 2019, also for not notifying the Division of her arrest and criminal charges **(EXHIBIT # 6).**

According to the Broward County Clerk of Courts, **LUDLOW** was arrested by the Hallandale Police Department and charged with Criminal Mischief, Disturbing the Peace, and Resisting Arrest with Violence on March 31, 2021. On May 5, 2021, **LUDLOW** failed to appear in court therefore, a warrant was issued.

On July 25, 2021, **LUDLOW** was re-arrested for the above listed charges. **LUDLOW** originally pled Not Guilty to the charges; however, she changed her plea to No Contest. Adjudication was withheld, and **LUDLOW** was sentenced to 24 months' Probation with the requirement of no drug or alcohol use and the payment of $812.00 dollars in Court costs and fines **(Exhibit #2).**

According to a VERSA License check, **LUDLOW'S** last [PMW] position was as a Hot Walker at Gulfstream Park (GSP). I verified **LUDLOW'S** status with GSP Human Resources Director, Cleona Pierre. According to Pierre, **LUDLOW** has not been employed as a Hot Walker for several years. Additionally, in 2014 **LUDLOW** was banned from GSP property due to her history of adverse conduct on numerous occasions. On September 30, 2022, **LUDLOW** was observed on GSP property, and she was subsequently arrested and escorted off the property by the Hallandale Beach Police **(Exhibit # 4)**[1]**.** VERSA also shows that **LUDLOW** is currently licensed through June 30, 2024 **(Exhibit #5).** Information obtained from the Florida Department of Corrections reveals that **LUDLOW** is currently on felony probation stemming from a July 24, 2022 incident which occurred at the Big Easy Casino. In that case **LUDLOW,** (who at the facility as a patron) was arrested after being intoxicated, disorderly and assaulting another patron. This record also shows **LUDLOW's** current verified permanent address is 321 Maple Street Hallandale Beach, Florida 33009 which differs from the address on her licensing record **(EXHIBIT #7).**

Conclusion: The findings of this investigation indicate that **LUDLOW** has two violations of Rule 75-11.011- Notification of Criminal Conviction or Charge, and she has once again failed to notify the FGCC of her disposition of her criminal charges.

Case Status: Closed by Investigations and forwarded to Legal for review.

---

[1] ***LUDLOW was adjudicated guilty on this charge on October 24, 2022. She was fined $293.00 and ordered not to return to Gulfstream Park. Credit for time served pending adjudication was applied in lieu of money payment of costs and fines.***

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From: Jonathan Dye <Jonathan.Dye@flgaming.gov>
Sent: Friday, September 22, 2023 11:48:56 AM
To: Julio Minaya <Julio.Minaya@flgaming.gov>
Cc: Glenda Ricks <Glenda.Ricks@flgaming.gov>; Cyntoria Harris <Cyntoria.Harris@flgaming.gov>; David Donaldson <David.Donaldson@flgaming.gov>; Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: Investigations Referral-LUDLOW, MEGAN M

Good day,

Please open a case for Ludlow, Megan M. All documents and applicant hit notification have been scanned in OnBase under Rap Sheet (09/23). Should you need any further information or if you have any questions, please do not hesitate to contact me by phone or email. Have a wonderful day!

Thank you,

Jonathan Dye
Operations Review Specialist
Florida Gaming Control Commission
Office of Operations
Main Line: 850-794-8130
Fax: 850-536-8714

FLORIDA GAMING CONTROL COMMISSION

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

EXHIBIT # 1
PAGE # 1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

OPEN CASE REQUEST

(OTHER THAN THOSE SPECIFIED IN SECTION 120.80(4)(a), F.S.)

INCIDENT DATE: **September 22, 2023**

x PMW	Cardroom	Slot
x Violation	Incident	Complaint

NAME: Megan M. Ludlow			
Address: 418 SE 8th Street Lot 26 Hallandale, Fl. 33009			Tel #:
LIC #: 1496650	**LIC TYPE: 1022**	**OCCUPATION:** Hot Walker	

FACILITY NAME: _____ **LIC #:** _____

RESPONDENT

COMPLAINANT

NAME:			Tel #:
Address:			
LIC #: N/A	**LIC TYPE:**	**OCCUPATION:**	

VIOLATION(S) / TITLE(S): 75-11.011 Notification of Criminal Conviction or Charge

Any cardroom occupational licensee shall provide written notification to the division when the licensee has been arrested, indicted, or charged in any other way with a criminal offense within five days of the arrest, or if not arrested, within five days of the receipt of a charging document. Licensees are not required to report non-criminal traffic offenses.

DESCRIPTION: On September 22, 2023, Investigations Supervisor Julio Minya received an e-mail notification from FGCC Operations Review Specialist, Joanathan Dye, informing him that an applicant hit was discovered. According to Dye, the applicant applied for renewal in 2021 and at that time there was a disqualifying arrest dated March 31, 2021, that was still proceeding through the judicial period during the application. At that stage, Ludlow was issued her license and an open case letter was sent informing her that she was required to notify FGCC after the case was concluded.

After conducting a routine status check, Dye discovered the disposition for the above arrest. After gathering the court records, it was revealed Ludlow had an additional disqualifying arrest on July 25, 2022, that had since been adjudicated.

Ludlow failed to notify the FGCC the status of her case disposition and the additional arrest per the above rule.

EXHIBIT # 1
PAGE # 2

CASE DETAILS FILED BY:

Chief Inspector Judge/Steward Investigator Other: Investigator
(Title of State Employee)

Lisa Vila
(Print Name)

Lisa Vila
(Signature)

September 27, 2023
(Date)

PMW 518 (Effective 4/19)

[redacted]

EXHIBIT # 2
PAGE # 1

STATE OF FLORIDA

IN THE SEVENTEENTH JUDICIAL CIRCUIT COURT, IN AND FOR BROWARD COUNTY

-VS-

LUDLOW, MEGAN MARIE
Defendant

CASE NUMBER 21003081CF10A

DC NUMBER G91699

Local Jurisdiction Identification Number:

☒ **ORDER OF PROBATION** ☐ **DRUG OFFENDER PROBATION** ☐ **COMMUNITY CONTROL**
☐ **COMMUNITY CONTROL/PROBATION** ☐ **COMMUNITY CONTROL/DRUG OFFENDER PROBATION**
☐ **DRUG OFFENDER PROBATION/PROBATION** ☐ **SEX OFFENDER PROBATION**
☐ **COMMUNITY CONTROL/SEX OFFENDER PROBATION** ☐ **MENTAL HEALTH PROBATION**

This cause coming before the Court to be heard, and you, the defendant, being now present before the court, and you having

☐ entered a plea of guilty to ☐ been found guilty by jury verdict of

☒ entered a plea of nolo contendere to ☐ been found guilty by the court trying the case without a jury of

Count 1 Resist Officer w/Violence Count ____ _____

Count ____ _____ Count ____ _____

Count ____ _____ Count ____ _____

Count ____ _____ Count ____ _____

SECTION 1: JUDGMENT OF GUILT

☐ The court hereby adjudges you to be guilty of the above offense(s).

Now, therefore, it is ordered and adjudged that the imposition of sentence is hereby withheld and that you be placed on ☐ Probation, ☐ Community Control ☐ Drug Offender Probation ☐ Sex Offender Probation for a period of _____ under the supervision of the Department of Corrections, subject to Florida law.

SECTION 2: ORDER WITHHOLDING ADJUDICATION

☒ Now, therefore, it is ordered and adjudged that the adjudication of guilt is hereby withheld and that you be placed on ☒ Probation, ☐ Community Control ☐ Drug Offender Probation ☐ Sex Offender Probation for a period of 24 Months Conc. under the supervision of the Department of Corrections, subject to Florida law. to Any other Sentence.

SECTION 3: INCARCERATION DURING PORTION OF SUPERVISION SENTENCE

It is hereby ordered and adjudged that you be:

☐ committed to the Department of Corrections for a term of _____ prison with credit for _____ jail time, followed by ☐ Probation, ☐ Community Control ☐ Drug Offender Probation ☐ Sex Offender Probation for a period of _____ under the supervision of the Department of Corrections, subject to Florida law.

or

☐ confined in the County Jail for a term of _____ with credit for _____ jail time. After you have served ___ of the term, you shall be placed on ☐ Probation, ☐ Community Control ☐ Drug Offender Probation ☐ Sex Offender Probation for a period of _____ under the supervision of the Department of Corrections, subject to Florida law.

or

☐ confined in the County Jail for a term of _____ with credit for _____ jail time, as a special condition of supervision.

EXHIBIT # - 2
PAGE # - 2

Defendant: LyaLow, Megan Marie Case # 21003081CF10A

IT IS FURTHER ORDERED that you shall comply with the following standard conditions of supervision as provided by Florida law:

(1) You will report to the probation officer as directed.

(2) You will pay the State of Florida the amount of $ 50.00 per month, as well as 4% surcharge, toward the cost of your supervision in accordance with s. 948.09, F.S., unless otherwise exempted in compliance with Florida Statutes.

(3) You will remain in a specified place. You will not change your residence or employment or leave the county of your residence without first procuring the consent of your officer.

(4) You will not possess, carry or own any firearm. You will not possess, carry, or own any weapon without first procuring the consent of your officer.

(5) You will live without violating any law. A conviction in a court of law is not necessary for such a violation of law to constitute a violation of your probation, community control, or any other form of court ordered supervision.

(6) You will not associate with any person engaged in any criminal activity.

(7) You will not use intoxicants to excess or possess any drugs or narcotics unless prescribed by a physician. Nor will you visit places where intoxicants, drugs or other dangerous substances are unlawfully sold, dispensed or used.

(8) You will work diligently at a lawful occupation, advise your employer of your probation status, and support any dependents to the best of your ability, as directed by your officer.

(9) You will promptly and truthfully answer all inquiries directed to you by the court or the officer, and allow your officer to visit in your home, at your employment site or elsewhere, and you will comply with all instructions your officer may give you.

(10) You will pay restitution, court costs, and/or fees in accordance with special conditions imposed or in accordance with the attached orders.

(11) You will submit to random testing as directed by your officer or the professional staff of the treatment center where you are receiving treatment to determine the presence or use of alcohol or controlled substances.

(12) You will submit a DNA sample, as directed by your officer, for DNA analysis as prescribed in ss. 943.325 and 948.014, F.S.

(13) You will submit to the taking of a digitized photograph by the department. This photograph may be displayed on the department's website while you are on supervision, unless exempt from disclosure due to requirements of s. 119.07, F.S.

(14) You will report in person within 72 hours of your release from incarceration to the probation office in Broward County, Florida, unless otherwise instructed by the court or department. (This condition applies only if section 3 on the previous page is checked.) Otherwise, you must report immediately to the probation office located at 17-8.

SPECIAL CONDITIONS

☒ No Drugs or Alcohol

☒ 30 Day THC waiver / Waive Drug Testing Fees

☐

☐

☐

☐

Revised 07-01-2021

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PAGE # -3

Defendant: LUDLOW, MEGAN MARIE Case # 21003087CF10A

YOU ARE HEREBY PLACED ON NOTICE that the court may at any time rescind or modify any of the conditions of your probation, or may extend the period of probation as authorized by law, or may discharge you from further supervision. If you violate any of the conditions of your probation, you may be arrested and the court may revoke your probation, adjudicate you guilty if adjudication of guilt was withheld, and impose any sentence that it might have imposed before placing you on probation or require you to serve the balance of the sentence.

IT IS FURTHER ORDERED that when you have been instructed as to the conditions of probation, you shall be released from custody if you are in custody, and if you are at liberty on bond, the sureties thereon shall stand discharged from liability. (This paragraph applies only if section 1 or section 2 is checked.)

IT IS FURTHER ORDERED that you pay:
Court Costs, Fees, and Fines, as imposed at sentencing, in the total amount of: $ See Disp

Payments processed through the Department of Corrections will be assessed a 4% surcharge pursuant to s. 945.31, F.S.
Pursuant to s. 948.09, F.S., you will be assessed an amount of $2.00 per month for each month of supervision for the Training Trust Fund Surcharge.

- ☐ Court Costs/Fines Waived
- ☐ Court Costs/Fines in the amount of _____ converted to _____ community service hours
- ☐ Court Costs/Fines in the amount of _____ reduced to civil judgment.
- ☐ Court Costs/Fines are not a condition of probation.

SPECIFIC INSTRUCTIONS FOR PAYMENT: _____

IT IS FURTHER ORDERED that the clerk of this court file this order in the clerk's office and provide certified copies of same to the officer for use in compliance with the requirements of law.

DONE AND ORDERED, on 10/19/22

NUNC PRO TUNC ____

Edward H. Merrigan Jr. Circuit Judge

I acknowledge receipt of a copy of this order and that the conditions have been explained to me and I agree to abide by them.

Date: 10/19/22

X Megan Ludlow
Defendant

Instructed by: B. Killen
Supervising Officer

Revised 07-01-2021

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PAGE # 4

State of Florida Vs. Ludlow, Megan Marie

Broward County Case Number: 21003081CF10A
State Reporting Number: 062021CF003081A88810
Court Type: Felony
Case Type: 3rd Degree Felony
Filing Date: 03/31/2021
Case Status: Disposed - Probation
Court Location: Central Courthouse
Judge ID / Name: Merrigan - FE, Edward H, Jr.
Magistrate Id / Name: N/A
BCCN: 0806080

Party(ies)

Total: 4

Party Type	Party Name	Address	Attorneys / Address ★ Denotes Lead Attorney
Defendant	**Ludlow, Megan Marie** *Alias Name* **Bludlow, Megan Marie** **Gammon, Megan M** **Ludlow, Megan M** **Ludow, Megan** **Gender:** Female **Race:** White **Complexion:** Fair **Height:** 5'4" **Weight:** 220 **Eye:** Green **Hair:** Blond or Strawberry **DOB:** [redacted] **Birth City:** Lakeland **Birth State:** FL	321 Maple St Hallandale, FL 33009	★ *Laske, Rodolphe Julien* *Public Defender* *Bar ID: 1032833* *Law Office of the Public Defender* *201 SE 6th St., Ste 3872* *Fort Lauderdale, FL 33301* ***Status: Removed 11/27/2022*** *Outcalt, Lauren* *Public Defender* *Bar ID: 91407* *Public Defender's Office* *201 SE 6th Street ste3872* *Ft Lauderdale, FL 33301-3332* ***Status: Removed 10/03/2022*** *Goldberg, Adam Israel* *Public Defender* *Bar ID: 41079* *Office of the Public Defender* *201 SE 6th Street ste 3872* *Fort Lauderdale, FL 33301* ***Status: Removed 08/05/2021*** *Yzquierdo, Belkys* *Public Defender* *Bar ID: 1018288* *Law Office of the Public Defender* *201 SE 6 St. Ste 3872* *Fort Lauderdale, FL 33301* ***Status: Removed 06/22/2021*** *McNickles, Belinda Fay* *Public Defender* *Bar ID: 1011049* *Public Defender's Office* ***Status: Removed 04/22/2021***
State	**State of Florida**		
Bond Company	**McGoo's Bail Bonds**		
Bond Insurance Company	**Palmetto Surety Corporation**		

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Charge(s)

Total: 3

Arrest Date	Charge	Arrest Number	Detail
03/30/2021	1	HD21000082	**Arrest** Name At Arrest: Ludlow, Megan Marie Offense: Resist Officer w/Violence Degree: (F3) Bond Amount: $ Statute: 843.01 OBTS Number: 0608279395
03/30/2021	2	HD21000082	**Arrest** Name At Arrest: Ludlow, Megan Marie Offense: Disorderly Conduct Degree: (M2) Bond Amount: $ Statute: 877.03 OBTS Number: 0608279395
03/30/2021	3	HD21000082	**Arrest** Name At Arrest: Ludlow, Megan Marie Offense: Criminal Mischief Degree: (F3) Bond Amount: $ Statute: 806.13 OBTS Number: 0608279395

- Disposition(s)

Total: 3

Offense Date	Charge	Disposition(s)
03/30/2021	1	**Plea(s)** **05/26/2021 Plea** Arraignment Not Guilty-Jury **Disposition(s)** **10/19/2022 Disposition** Adjudication Withheld **Sentence(s)** **10/19/2022 (2) Probation / Community Control** (Judicial Officer(s): Merrigan, Edward H, Jr.) Provisions: Provisions (No Alcohol, No Drugs) Special Provisions(Defendant Sentenced Under Sentencing Guidelines) Comment(30 DAY THC WAIVER // WAIVER DRUG TESTING FEES) Comment (TOTAL AMOUNT IMPOSED $617) State Probation (24 Month(s), Start Date: 10/19/2022, End Date: 10/19/2024)
03/30/2021	2	**Plea(s)** **05/26/2021 Plea** Arraignment Not Guilty-Jury **Disposition(s)** **10/19/2022 Disposition** Adjudication Withheld **Sentence(s)** **10/19/2022 Sentence Withheld** (Judicial Officer(s): Merrigan, Edward H, Jr.) Provisions: Special Provisions(Defendant Sentenced Under Sentencing Guidelines) Comment(COURT COST IMPOSED ONLY) Comment (TOTAL AMOUNT IMPOSED $141)
03/30/2021	3	**Disposition(s)** **05/10/2021 Disposition** No Information

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- Collection(s)

Total: 3

Offense Date	Charge	Degree	Detail
03/30/2021	1	(F3)	**Resist Officer w/Violence** Date Filed: 03/30/2021 Current Statute: (F3)843.01 Filing Type: SAO Information Filing Agency: Hallandale PD Original Statute: (F3)843.01-Resist Officer w/Violence
03/30/2021	2	(M2)	**Disorderly Intoxication** Date Filed: 03/30/2021 Current Statute: (M2)856.011 Filing Type: SAO Information- Change of Charge Filing Agency: Hallandale PD Original Statute: (M2)856.011-Disorderly Intoxication
03/30/2021	3	(F3)	**Criminal Mischief** Date Filed: 03/30/2021 Current Statute: (F3)806.13 Filing Type: No Information Filing Agency: Hallandale PD Original Statute: (F3)806.13-Criminal Mischief

Warrant(s)

Total: 1

Issue Date	Charge(s)	Detail	Status
05/02/2022	1, 2	**Warrant# 21003081CF10A1** **(InActive)** Type: Capias - No Show At Hearing - ROR Bond Type: No Bond Hold Hold Without Bail Bond: Yes	05/20/2022 Capias Withdrawn *(Comment: PER ORDER)* 05/02/2022 Active

Bond(s)

Total: 1

Posted Date	Charge(s)	Detail	Status
07/25/2022	1	**Bond# 1789168** **(Active)** Bond Type: Surety Bond Bond Company: McGoo's Bail Bonds Insurance Company: Palmetto Surety Corporation Bond Amount: $1000.00	07/25/2022 POSTED

Arrest(s)

Total: 5

Arrest Date	Charge	Arrest Number	Detail
07/25/2022	1	HD22000296	**Rearrest** Offense: Resist Officer w/Violence Degree: (F3) Bond Amount: $ Statute: 843.01 OBTS Number: 0607309182 Rearrest Reason: Order Remanding Defendant to Court
07/25/2022	2	HD22000296	**Rearrest** Offense: Disorderly Intoxication Degree: (M2) Bond Amount: $ Statute: 856.011 OBTS Number: 0607309182 Rearrest Reason: Order Remanding Defendant to Court

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Collection Date	Charge	Citation Number	Total Imposed Amount	Total Amount Due	Total Amount Paid	Current Amount Due	Last Payment Date	Last Payment Amount	Next Payment Date	Next Payment Amount
09/14/2023	1		$617.00	$667.00	$696.67	$0.00	09/14/2023	$67.31	-	$0.00
11/04/2022	2		$141.00	$141.00	$0.00	$141.00	-	$0.00	-	$0.00

Balance Due: $141.00

$ Pay Fine/Fee (/ClerkWebsite/BCCOC2/OdysseyPA/CaseSummary.aspx?CaseID=MTExNTcxNjI%3d-llBnrrSyE3o%3d&hidSearchType=case_number_public&DisplayCitatior

Event(s) & Document(s)

Total: 58

Date	Description	Additional Text	View	Pages
10/19/2022	**Hearing Held / Change Of Plea**	*((D))*//CR T HARDING ENTIN-BAILEY		
10/19/2022	**Court Disposition with AC Costs Converted to Civil Lien**			3
10/19/2022	**File Order Of Probation**			3
10/19/2022	**File Acknowledgement -Waiver Of Rights**			2
10/19/2022	**File DNA Inquiry Addendum**			2
10/03/2022	**File Amended Notice Of Asst Public Defender Assign**			1
10/03/2022	**File States Motion To Revoke Bond**			1
09/19/2022	**Calendar Call/Held**	D/ crpt. S. Denson (ENTIN/BAILEY)		
09/19/2022	**File Court's Notice Of Hearing**			1
09/15/2022	**File Defense Notice Of Change Of Address**			1
08/02/2022	**Court Date Notice**			2
07/26/2022	**Bond Posted**	power #151789168		4
07/26/2022	**Recommit- Rearrest Paperwork**			1
07/25/2022	**File Order Revoking Pre-Trial Release**			1
06/27/2022	**File Court's Notice Of Hearing**			1
06/27/2022	**Calendar Call/Held**	D/ crpt. S. Denson (ENTIN/BAILEY)		
06/27/2022	**File Order Granting Def Motion For Continuance**	VERBAL		
05/21/2022	**Court Date Notice**			2
05/20/2022	**File Order Withdrawing Capias**			1
05/20/2022	**Capias Withdrawn**			
05/20/2022	**File Order Withdrawing Capias**			2
05/19/2022	**File States Supplemental Discovery**			1
05/04/2022	**Capias Image**			
05/02/2022	**Calendar Call Not Held**	D/ crpt. S. Denson (ENTIN/BAILEY);NBC		
02/09/2022	**Court Date Notice**			2

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Date	Description	Additional Text	View	Pages
02/07/2022	**File Court's Notice Of Hearing**			1
02/07/2022	**Calendar Call/Held**	CR.S.Denson//Entin&Bailey(D)		
02/07/2022	**File Order Granting Def Motion For Continuance**	VERBAL		
11/30/2021	**Order**	reset Cal Call		1
10/06/2021	**Court Date Notice**			2
10/04/2021	**File Court's Notice Of Hearing**			1
10/04/2021	**Calendar Call/Held**	CR.S.Denson (D)		
10/04/2021	**File Order Granting Def Motion For Continuance**	Verbal		
08/09/2021	**File Amended Notice Of Asst Public Defender Assign**			1
07/21/2021	**Court Date Notice**			2
07/19/2021	**File Court's Notice Of Hearing**			1
07/19/2021	**File Order Granting Def Motion For Continuance**	VERBAL		
07/19/2021	**Calendar Call/Held**	**((D))** // CT RPT S. DENSON		
06/22/2021	**File Amended Notice Of Asst Public Defender Assign**			1
06/05/2021	**Court Date Notice**			2
06/02/2021	**File States Discovery Submission**			5
06/02/2021	**File State Demand For Notice Of Alibi**			2
05/28/2021	**Court Date Notice**			2
05/26/2021	**Arraignment Held**	CR: ZOOM (D) - NG		
05/22/2021	**Notice of Public Defender Fees**	$50.00		
		Amount: $50.00		
05/20/2021	**File Def Affidavit Indigency/Declared Indigent**			1
05/20/2021	**Review of Motor Vehicles - Property Records**			1
05/13/2021	**Court Date Notice**			2
05/10/2021	**File States Information**			2
05/10/2021	**File State's Instruction Sheet**			1
04/22/2021	**File Amended Notice Of Asst Public Defender Assign**			1
04/06/2021	**File Defense Demand For Discovery**			4
04/06/2021	**Demand for Disclosure of Impeaching Information**			3
04/06/2021	**File Notice/Assistant PD Assignment**			
03/31/2021	**Electronic Case**			

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Date	Description	Additional Text	View	Pages
03/31/2021	**Hrg Held / Magistrate Findings/Order - Probable Cause Found**			1
03/31/2021	**Arrest Paperwork**			4
03/31/2021	**File Pretrial Supervision Order**			1

Hearing(s)

Total: 8

Date	Description	Additional Text
10/19/2022	**Hearing/Status Hearing RE:**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870 *CHANGE OF PLEA*
09/19/2022	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870
06/27/2022	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870
05/02/2022	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870 *D*
02/07/2022	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870
10/04/2021	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870
07/19/2021	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: Room 6870 *D* *07/19/2021 Reset by Court to 07/19/2021 - Rescheduled*
05/26/2021	**Arraignment**	Hearing Time: 9:00 AM Judicial Officer(s):Merrigan - FE, Edward H, Jr. Location: ZOOM HEARING - See "Court Date Notice"

Related Case(s)

Total: 0

There is no related case information available for this case.

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Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 10/19/2022 6:49:11 PM.****
printed:printed:10/18/2022 sdozier /Court Clerk

CIRCUIT COURT DISPOSITION ORDER IN AND FOR BROWARD COUNTY, FLORIDA

Case Number 21003081CF10A Arrest Number HD21000082 BCCN # 0806080

State of Florida VS Ludlow, Megan Marie AKA

Judge Edward H. Merrigan, Jr. Cash bond / Return to depositor / Surety bond / IC

Cash bond number(s)

Charges 080-1 Resist Officer w/Violence
060-2 Disorderly Intoxication

( ) REMANDED ( ) REMAIN IC ( ) UNTIL PICKED UP BY ( ) UNTIL AFTER POST ADJUDICATORY HEARING OR BED AVAILABLE AT

( ) Arraignment (✓) Change of Plea ( ) Guilty (✓) No Contest ( ) PSI/PDR ( ) Sentencing / Re-Sentencing
( ) Trial by Jury ( ) Trial by Court ( ) First VOP/VOCC ( ) Final VOP/VOCC ( )Admits Allegations
( ) Convicted by Jury/Court ( ) Acquitted by Jury/Court ( ) Dismissed ( ) Speedy
( ) Discharged ( ) Nolle Prosequi ( ) Found Incompetent/Placement Pending/ Committed to Child/Family Services
( ) Adj. Guilty (✓) Adj. Withheld 1-2 ( ) Adj. Delinquent
( ) Committed to DJJ/Level (✓) Sentence Withheld 2 ( ) Previous Sentence Vacated
( ) PSI Ordered
Adj. and Sentence deferred to

Type of probation / Community Control:
( ) Youthful Offender ( ) Drug Offender ( ) Sexual Offender ( ) Habitual Offender ( ) Mental Health ( ) County
PROBATION/COMM. CONTROL: ( ) Revoked ( ) Reinstated ( ) Modified ( ) Terminated
Extended ( ) All previous special conditions apply
WARRANT: ( ) Dismissed ( ) Withdrawn ( ) Served in open court

SENTENCE: *(PROBATION / COMM. CONTROL)*

COUNT(S): 1
24 ( ) Years (✓) Months ( ) Days (✓) Probation ( ) Community Control ( ) Followed by
( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control
( ) each count concurrent/consecutive (✓) Concurrent ( ) Consecutive to case number Any Sentence

COUNT(S):
( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control ( ) Followed by
( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control
( ) each count concurrent/consecutive ( ) Concurrent ( ) Consecutive to case number

SENTENCE: *(INCARCERATION)*

COUNT(S): ( ) One year plus one day ( ) ( ) Years ( ) Months ( ) Days
( ) BCJ ( ) FSP, w/credit for days T/S
( ) Followed by ( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control
( ) Each count concurrent/consecutive ( ) Concurrent/consecutive ( ) To case number
( ) Any other sentence ( ) Work release ( ) Prison sentence suspended

COUNT(S): ( ) One year plus one day ( ) ( )Years ( ) Months ( ) Days
( ) BCJ ( ) FSP, w/credit for days T/S
( ) Followed by ( ) Years ( ) Months ( ) Days ( ) Probation ( ) Community Control
( ) Each count concurrent/consecutive ( ) Concurrent/consecutive ( ) To case number
( ) Any other sentence ( ) Work release ( ) Prison sentence suspended

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JUDGE

State of Florida VS Ludlow, Megan Marie Case Number 21003081CF10A

SPECIAL CONDITIONS OF PRISON SENTENCE:

( ) Habitual Violent Offender mandatory minimum _____ years Ct(s) _____
( ) Violent Career Criminal mandatory minimum _____ years Ct(s) _____
( ) Prison Release Reoffender mandatory minimum _____ years Ct(s) _____
( ) Firearm mandatory minimum _____ years Ct(s) _____
( ) Other mandatory minimum _____
( ) Habitual Offender Ct(s) _____ ( ) Youthful Offender ( ) Sexual Predator/Offender ( ) Boot Camp
( ) To be given credit for all time previously served in prison, to be calculated by Department of Corrections

SPECIAL CONDITIONS OF PROBATION:

( ) _____ days BCJ w/credit for _____ days T/S ( ) Electronic Monitor
( ) SAP 30 days ( ) AA/NA 30 days ( ) AFTER CARE 30 days (out of custody) ( ) LIFE SKILLS 30 days
( ) Upon successful completion of drug program jail sentence shall be terminated.

( ) ___ hours of Community Service
(✓) $ _____ COS waived/ imposed
( ) Anger Management Program
( ) Blood draw per F.S. 943.325 - 2 samples for conviction of sexual assaults; lewd or indecent acts; homicides (782.04) aggravated battery; home invasion robbery or carjacking
( ) Curfew _____
( ) Drug / Alcohol evaluation and treatment recommended
( ) Forfeit weapon / firearm
( ) Defendant to enter and successfully complete Post Adj. Drug Court.
( ) May transfer probation to _____
( ) May travel _____ for work purposes
( ) No contact with minor children without adult supervision
( ) No contact directly or indirectly with victim(s) or victim's family or others listed
( ) No driving without valid driver's license
(✓) No drugs or alcohol
( ) Enter and successfully complete _____
( ) BARC
( ) IRT ( ) followed by _____
( ) HOUSE OF HOPE/STEPPING STONES
( ) SPECTRUM
( ) FOLLOWED BY

( ) Drug Ct Monitoring/Hearing set_____
( ) Obtain GED or High School diploma
( ) Psychological/Psychiatric evaluation and treatment necessary
( ) Random drug/alcohol testing
( ) The Dept. of DHSMV is to withhold issuance of defendant's driver license/privileges for a period of 1 years after the date the deft. was convicted or until deft. is evaluated for and, if deemed necessary by the evaluating agency, completes a drug treatment and rehab. program approved or regulated by DCF per FS.322.055
( ) Restitution ordered $_____ amount reserved
( ) Restitution converted to a civil lien
( ) Upon successful completion of jail sent. probation to automatically terminate
( ) Pay investigative costs:
( ) Crime Lab _____
( ) Expert Witnesses_____
( ) Supp. Cost of Prosecution _____
( ) Toxicology _____
( ) Law Enforcement Agency
Agency #1_____ $_____
Agency #2_____ $_____
( ) Court costs/fines are not a condition of probation.

(✓) Other 30 Day THC waiver / waive Drug Testing Fee

D.U.I USE ONLY

Count _____

_____ Years _____ Months _____ Days Probation w/Special Conditions:
( ) DUI School/level ( ) _____ Days License Suspended ( ) _____ Work Permit
( ) _____ Days Immobilization by _____ Company
( ) _____ Ignition Interlock Program ( ) _____ Hours of Community Service
( ) Evaluation, Treatment and Therapy if necessary
( ) Other _____

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To run ( ) Concurrent ( ) Consecutive to Count(s): _____

3. M.

( ) 1st DUI ( ) 2nd DUI ( ) 3rd DUI ( ) 4th DUI

State of Florida VS Ludlow, Megan Marie Case Number 21003081CF10A

ORDER ASSESSING CHARGES/COSTS/FEES

The defendant is hereby ordered to pay the following sums if checked:

FINES

( )	(Count)	Fine Assessed	$_____	775.083(1)
( )	(Count)	Surcharge Assessed	$_____	817.568(12)
( )	(Count)	5% Surcharge (if fine assessed)	$_____	938.04

MANDATORY COSTS

(✓)	($225/Case)	Local Criminal Justice (Trust Fund)	_____	938.05(1)(a)
(✓)	($50/Case)	Crimes Compensation Trust Fund (VC)	_____	938.03(1)
(✓)	($2/Count)	Local Law Enforcement EDU ($5 Assessment)	_____	938.15
(✓)	($3/Count)	Add I Court Cost Clearing Trust ($5 Assessment)	_____	938.01(1)
(✓)	($50/Count)	Crime Prevention (if fine assessed)(SN1)	_____	775.083(2)
(✓)	($100/Case)	Cost of Prosecution	_____	938.27(8)
(✓)	($20/Count)	Crime Stoppers Trust Fund (if fine assessed)(CSTF)	_____	938.06(1)
(✓)	($2/Count)	Teen Court (T.C.)	_____	938.19(2)
(✓)	($65/Count)	Add I Costs (BOCC) Programs (AC)	_____	939.185(1)(a)

SPECIFIC OFFENSE/REQUIRED COSTS

(✓)	($50/Case)	Public Defender Application Fee	_____	27.52(1)(b)
(✓)	($100/Case)	Public Defender Assistance (PD fee imposed)	_____	938.29(1)(a)
( )	Pay $_____	(additional Public Defender Fee as ordered by the court)	_____	938.29(1)(a)
( )	_____	PD Fee Converted to Civil Lien	_____	938.29(2)(b)
( )	($100/Count)	FDLE Operating Trust Fund (OTF)	_____	938.055
( )	($201/Count)	Domestic Violence Surcharge (DVC)	_____	938.08
( )	($151/Count)	Rape Crisis Trust Fund (RCP)	_____	938.085
( )	($151/Count)	Crimes Against Minor (CAM)	_____	938.10(1)
( )	($____/Count)	Alcohol & Other Drug Abuse Programs	_____	938.21/938.23
( )	($5000/Count)	Commit Prostitution (Cir Crt Adm)	_____	796.07(6)

MISDEMEANORS

(✓)	($60/Case)	Add I Court Costs/Misd/Crim Traf	_____	938.05(1)(b)
(✓)	($10/Case)	Article V Assessment	_____	318.18(19)
(✓)	($30/Count)	Court Facilities Fund (CFF)	_____	318.18(13)(a)
(✓)	($20/Count)	Crime Prevention (if fine assessed) (SN1)	_____	775.083(2)
(✓)	($65/Count)	DOH Admin. Trust Fund	_____	318.18(20)
(✓)	($26/Count)	Court Costs (CC)	_____	AOVI-02-D-3

DUI

( )	(Count)	Fine Assessed	$_____	Varies
( )	(Count)	5% Surcharge (if fine assessed)	$_____	938.04
( )	($65/Count)	Add I Costs (BOCC) Programs (AC)	_____	939.185(1)(a)
( )	($60/Case)	Add I Court Costs/Misd/Crim Traf(CJC)	_____	938.05(1)(b)
( )	($26/Count)	Court Costs (CC)	_____	AOVI-02-D-3
( )	($15/Count)	County Alcohol & Other Drug Abuse Trust Fund (CDC)	_____	938.13(1)(a)
( )	($20/Count)	Crime Prevention (if fine assessed) (SN1)	_____	775.083(2)
( )	($50/Case)	Crimes Compensation Trust Fund (VC)	_____	938.03(1)
( )	($135/Count)	Emergency Medical Services Trust Fund (EMTF)		938.07

OTHER

( )	Waive All Court Costs	_____	
( )	Pay Balance of Previously Imposed Costs	_____	
( )	Balance of Court Costs/Fees Converted to Civil Lien	_____	
( )	Extradition Costs	_____	
( )	Defendant may do community service hours @ $10/hour in lieu of court costs		
( )	Other/		

EXHIBIT # -2
PAGE # 13

[redacted]

EXHIBIT #-2
PAGE #-14

[/] 17th Judicial Circuit in and for Broward County

Filed In Open Cou
CLOCK IN
CLERK OF THE CIRCUIT COU
ON OCT 19 2022
BY

DIVISION: CRIMINAL

ADJUDICATION WITHHELD

THE STATE OF FLORIDA VS.

PLAINTIFF Megan Marie Ludlow. DEFENDANT

CASE NUMBER 22-7228CF10

The Defendant Megan Marie Ludlow. being personally before this court represented by R. Laske., his attorney of record, and the state represented by R. Atallah., Assistant State's Attorney, and having [ ] Been tried and found guilty [ ] Entered a plea of Guilty [/] Entered a plea of nolo contendere of the following crime(s):

COUNT	CRIME	OFFENSE STATUTE NUMBER	DEGREE OF CRIME	OBTS NUMBER
1.	Battery on a law enforcement officer.	784.03(1) 784.07(1)(d) 784.07(2)(b)	3F	
2.	Disorderly intoxication.	856.011	2mm.	

Stayed and withheld imposition of sentence [/] The Court hereby stays and withholds the imposition of sentence as to count(s) 1 and places the Defendant on probation for a period of 24 months. under the supervision of the Department of Corrections (condition of probation set forth in separate order)

Sentence Deferred Until Later Date (check if Applicable) [ ] The Court hereby defers imposition of sentence until _____ (Date)

[/] Pay $225.00 Trust Fund pursuant to F.S. 938.05 (1)(a) $60

The Defendant in Open Court was advised of his right to appeal from this Judgement by filing notice of appeal with the clerk of Court within thirty days following the date sentence is imposed or probation is ordered pursuant to this adjudication. The defendant was also advised of his right to the assistance of counsel in taking said appeal at the expense of the State upon showing of indigence.

COUNT (S) _____ . _____ DAYS BROWARD COUNTY JAIL W/CREDIT FOR _____ DAYS TIMES SERVED

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was served on the State Attorney by: [ ] Hand delivery [ ] U.S. Mail and to the Defense Attorney by [ ] Hand delivery [ ] U.S. Mail this 19 day of Oct 20 22.

EXHIBIT # 2
PAGE # 15

ICC 112-77
7/2008

LUDLOW, MEGAN

DIVISION:	[ ] ADJUDICATION WITHHELD	CASE NUMBER
CRIMINAL	[ ] ADJUDICATED GUILTY	22-7228CF 10A

FINGERPRINTS OF DEFENDANT

Fingerprints taken by:

Eaddy BSD Court Deputy

Name & Title

DONE AND ORDERED in Open Court at Broward County, Florida this 19 day of Oct 2022.
I HEREBY CERTIFY that the above and foregoing fingerprints are of the Defendant

Megan Marie Ludlow, and that they were placed thereon by said defendant in my presence

in Open court this date.

JUDGE

EXHIBIT # -2
PAGE # - 16

ICC 112-57 FINGERPRINTS OF DEFENDANT

[redacted]

[redacted]

EXHIBIT # 3
PAGE # 7

Incident File Full Report

Incident File #IN20220001310

		Record Creation Details	
Date/Time Occurred:	9/30/2022 3:50:00 PM	**Department:**	Security
Day of Week Occurred:	Friday	**Owner:**	bhall
Date/Time Created:	9/30/2022 6:01:16 PM	**Operator ID:**	bhall
Date/Time Closed:		**Operator Name:**	
Closed By:		**Personnel ID:**	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Gulfstream Park
Location:	Clubhouse - First Floor
Sublocation:	Winners Circle

Details of Incident:

Daily Log #:	IN20220001310
Camera Number:	.
Incident Type:	Exclusion / Trespass
Specific:	Trespass
Risk Classification:	Low
Incident Status:	Open
Synopsis:	Trespass
Checklist:	

Narrative:

Created On	Created By	Modified On	Modified By
9/30/2022 6:17:11 PM	bhall	9/30/2022 7:58:22 PM	bhall

Friday, September 30, 2022 at approximately 3:50 PM, CSOS B. Hall was informed by CSO B. Blackman in Dispatch that the Trespassed/Banned individual known as Megan Ludlow was again, at Christine Lee's. I proceeded to said location with SS. M. Stafford to ascertain the cause of the incident and upon arrival was informed by several guests that Ms. Ludlow fled the restaurant after seeing Ms. Mary (the owner of Christine Lee's) on the phone with Security. At approximately 4:10 PM, SS L. Balarezo reported seeing Ms. Ludlow in the Winner's Circle taking pictures with the winning owners and jockey of the race. CSOS B. Hall along with CSOS J. O'Neil and Sec. Mgr. J. Robinson proceeded to said location and upon arrival informed Ms. Ludlow that she was Trespassed and Banned permanently from GulfStream and that her constant return will result in her immediate arrest. Ms. Ludlow attempted to flee again but was blocked from escaping from the additional Security Officers and Supervisors. Ms. Ludlow kept stating that she was a jockey, works at GulfStream and that she has done nothing wrong. At approximately 4:20 PM, GS detail HBPD Sgt. J. Cerna arrived on scene, placed Ms. Ludlow in cuffs and was escorted with her to the North Valet where 2 more units arrived, one being HBPD female Ofc. C. Ramsaroop. After patting

EXHIBIT # 4
PAGE # 1

Reporting Party:

Supervisor:

down Ms. Ludlow, Ofc. C. Ramsaroop placed her in the back of her vehicle and departed off property. Ms. Ludlow has a history of trouble and being Trespassed from GulfStream that extends back to 2014. The scene was called clear, and Surveillance was aware of all proceedings. Nothing further to report.

Executive Brief:

Participants Involved:

Subject

Full Name:	Ludlow, Megan	Company:	
Role:	Offender, Suspect		
Date Of Birth:			
Address:			
Contact Info:			

Ban/Watch Details

Full Name	Ban/Watch	Start Date	End Date
Ludlow, Megan	Ban	9/30/2022	**Permanent**

Type Of Ban: Trespass

Notes: **Subject Charged**

Reason For Ban: Disorderly Conduct

Identification: Florida ID/DL

EXHIBIT # 4
PAGE # 2

Reporting Party:

Supervisor:

Media Title

Original Filename
2.jpg

Date Attached
9/30/2022 7:36:42 PM

Attached By
bhall

Type
JPG

Size
1827757

Media Title

Original Filename
1.jpg

Date Attached
9/30/2022 7:36:42 PM

Attached By
bhall

Type
JPG

Size
1704028

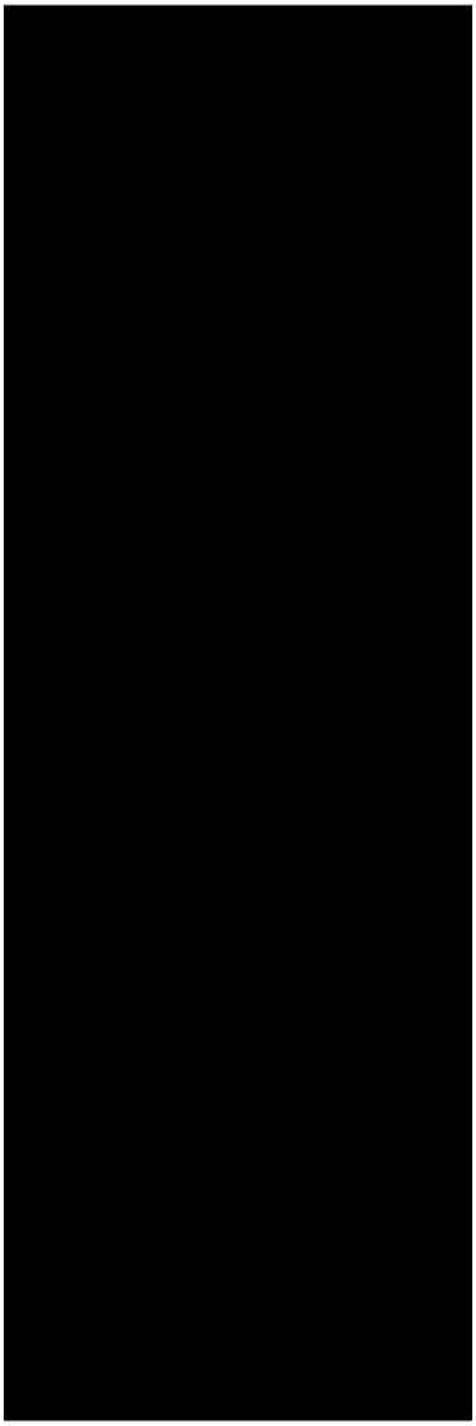

EXHIBIT # 5
PAGE # 3

Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering

Licensing Administrator Review – PMW Occupational License

RE: LUDLOW, MEGAN M - 1496650 **Case No:** _____
(APPLICANT'S NAME– LICENSE #)

INITIAL APPLICATION RECEIVED:	6/25/2021
COMPLETE APPLICATION RECEIVED:	6/25/2021
90-DAY DEADLINE:	**9/23/2021**

Kristin Lewis	**321- Gulfstream**	**Hot Walker**
Application Processor	**Facility (d/b/a name)**	**Occupation/Job Title**

Pursuant to Section 550.105(5)(a). The division may deny a license of any person who has been refused a license by any other state racing commission or racing authority; under suspension or has unpaid fines in another jurisdiction. The division may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance, animal cruelty, illegal gambling, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Licensing Administrator Review

Conviction

Did the application accurately reflect the Criminal History Record? ☒ Yes ☐ No

☐ Felony : Count(s)
☐ Misdemeanor – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty
☐ Forgery, Larceny Extortion, Conspiracy to Defraud (Cardroom Professions Only)

Comments:

Arrest Date	Location	Charge	Level	Disposition

Disposition Unknown

☐ Felony Arrest(s) :
☐ Misdemeanor Arrest – Industry Related/Gambling Related/Bookmaking
☐ Animal Cruelty

Comments: Open Case

03/30/2021	Broward County, Florida	Resisting Arrest w/violence	F	Filed
(21-003081-CF10A)		Disorderly Conduct	M	Filed
		Criminal Mischief	F	Filed

Enforcement/Jurisdiction Offenses

☐ Currently under Suspension, Declared Ineligible, Ruled Off, Revoked, Denied, Ejected, Unpaid Fine, in this or any other racing jurisdiction.

Comments:

Related Licenses

Check VR License Relations to Determine if Applicant is Related to a Business.

Is the individual applicant related to a business? Yes ☐ No ☐ **If yes, complete sections below.**

Business License Number: Business Name:

Has a deficiency letter been issued to the business indicating all ODSs must be licensed? Yes ☐ No ☐

Date Deficiency Letter Issued: Initials:

Comments:

Licensing Administrator Review

Disposition Confirmation

Disqualifying Convictions/Arrests Confirmed? Yes ☐ No ☐ ☑ **Approval**

Forward to ☐ **Investigations** ☐ **Legal** ☐ **Director** Initials: [illegible]

Comments:

issue open case letter with Lic.

EXHIBIT # 5
PAGE # 1

Florida Gaming Control Commission
Division of Pari-Mutuel Wagering

PMW Occupational License Applicant Hit/Open Case Routing Slip

RE: LUDLOW, MEGAN M **LICENSE NO: 1496650**
(LICENSEE NAME)

APPLICANT HIT/OPEN CASE RECEIVED: 03/31/2021 & 07/25/2022
(DATE)

Jonathan Dye	321 - Gulfstream Park	1022-Hot Walker
Applicant Hit ORS	**Facility (d/b/a name)**	**Occupation/Job Title**

Pursuant to Section 550.105(5)(a) The division may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; animal cruelty, illegal gambling, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Licensing Section Review

Did the applicant self-report this conviction? ☐ Yes ☒ No

Conviction

☒ Felony
☐ Misdemeanor – Gambling Related/Bookmaking
☐ Animal Cruelty

Is the applicant currently under suspension, has unpaid fines, or has been refused a license by any racing jurisdiction? Yes ☐ No ☒

☐ Cardroom Licenses, Professions 1012, 1031 and 1032 (Fraud, Larceny, Theft, etc.)
☐ Other:

Comments:

03/31/2021- Broward County, Florida (Case #: 062021CF003081A88810)
Charge 1- RESIST OFFICER W/VIOLENCE (F)– Adjudicated Withheld
Charge 2- DISORDERLY INTOXICATION (M)– Adjudicated Withheld

07/25/2022- Broward County, Florida (Case #: 062022CF007228A88810)
Charge 1- BATTERY ON LAW ENFORC OFFICER (F)– Adjudicated Withheld

EXHIBIT # 5
PAGE # 2

Hallandale Beach, Florida 33009

RE: Application No. 175902, Entity 1496650
1022 - PMW General Individual Occupational

Dear Ms. Ludlow:

Based upon the documentation recently received, we acknowledge your 03/31/2021 arrest in Broward County Florida that is currently pending judicial review and final disposition (Case # 062021CF003081A88810).

Once these matters have been resolved in a court of law, you are required to forward the disposition documents to the address above, including your name, license number and contact information within 48 hours of the date of disposition, pursuant to 550.105 (10) (d), Florida Statutes.

If you have any questions or concerns regarding this matter, please feel free to contact me at 850.488.3211.

Sincerely,

David Donaldson

David Donaldson, Licensing Administrator
Division of Pari-Mutuel Wagering

EXHIBIT # 5
PAGE # 3

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **lvila**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted] Lic Type **1022 - PMW General Individual Occupational** Expires On **06/30/2024**

File # **42055** Name **LUDLOW, MEGAN M** Extended To

License # **1496650** Rank **GIND - General Individual Occupational** Renewed On **07/08/2021**

Entity # **1496650** Lic Status **Current**

Address

Street # **418** Street **SE 8TH STREET LOT 26**

Line 2

Line 3

City **HALLANDALE BEACH** State **FL** Zip **33009**

Routing

Other

1st License Date **08/01/2018** Rank Date **07/08/2021** Certificate #

Method **I-S-1020** Status Date **07/08/2021** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
A	ENFO - Enforcement Alert	01/18/2019	Open Case
C	HTWK - Hot Walker	08/01/2018	
I	TBRD - Thoroughbred		
L	321 - Gulfstream Park	08/01/2018	
Y	3YR - 3 Year License		

Alt Keys

BEST LIC NBR **GIN1496650**

EXHIBIT #5
PAGE # 1

Get Adobe Reader.

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search Entity Search Modify License Standing Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **lvila**

VR Home > License Search > License Home > View License Event Log > **License Modifier History**

Fed Tax #	[redacted]	Lic Type	**1021 - PMW Professional Individual Occupational**	Expires On	**06/30/2015**
File #	**28671**	Name	**LUDLOW, MEGAN M**	Extended To	
License #	**1496650**	Rank	**PIND - Professional Individual Occupational**	Renewed On	
Entity #	**1496650**	Lic Status	**Lic Expired**		

App #			
Trans Class		Sec Class	
Trans Code			

Action	**Change**		
Modifier Type	**A**	Modifier Code	**ENFO - Enforcement Alert**
Effective from	**02/15/2011**	Expires On	
Notes	**Applicant must submit form PMW-3120 and provide court disposition records for the 07/09/2022 offense in Broward County, Florida.**		

Updated By	**Jul 20, 2022, 11:02:22 AM**	By	**charris**

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EXHIBIT # 6
PAGE # 1

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **tsmith2**

VR Home > License Search > License Home > View License Event Log > **License Modifier History**

Fed Tax #	[redacted]	Lic Type	**1022 - PMW General Individual Occupational**	Expires On	**06/30/2024**
File #	**42055**	Name	**LUDLOW, MEGAN M**	Extended To	
License #	**1496650**	Rank	**GIND - General Individual Occupational**	Renewed On	**07/08/2021**
Entity #	**1496650**	Lic Status	**Current**		

App #			
Trans Class		Sec Class	
Trans Code			

Action	**Add**		
Modifier Type	**A**	Modifier Code	**ENFO - Enforcement Alert**
Effective from	**01/18/2019**	Expires On	
Notes	**Applicant will need to complete form 3120 and provide court disposition papers for the 01/16/2019 arrest in Hallandale Beach, FL.**		

Updated By	**Jan 18, 2019, 4:05:59 PM**	By	**charris**

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EXHIBIT # -6
PAGE # -2

(//www.dc.state.fl.us/index.html)

FLORIDA DEPARTMENT OF CORRECTIONS (//www.dc.state.fl.us/index.html)

Ron DeSantis, Governor
Ricky D. Dixon, Secretary

OFFENDER SEARCH (/OffenderSearch/InmateInfoMenu.aspx) VISITING INFORMATION (/ci/visit.html) INSTITUTIONS (/ci/index.html)
PROBATION SERVICES (/cc/index.html) PROGRAMS (/development/index.html) NEWSROOM (/comm/index.html)

CORRECTIONS FFENDER ETWORK

SUPERVISED POPULATION INFORMATION DETAIL

s of 8/2023)

[redacted]

DC Number:	G91699
Name:	LUDLOW, MEGAN MARIE
Race:	WHITE
Sex:	FEMALE
Birth Date:	[redacted]
Supervision Begin Date:	10/19/2022
Current Location:	FT. LAUDERDALE (http://prod.fdc-wpws001.fdc.myflorida.com/cc/17.html)
Current Status:	ACTIVE
Supervision Type:	PROBATION FELONY
Scheduled Termination Date:	10/18/2024

VINELink CLICK HERE Custody Status U d ates
https://www.vinelink.com/vinelink/servlet/SubjectSearch?siteID=10000&agency=900&offenderID=G91699)

Current Verified PERMANENT Address:

321 MAPLE ST
HALLANDLE BCH, FL 33009

Aliases:

MEGAN LUDLOW, MEGAN MARIE LUDLOW

Note: The offense descriptions are truncated and do not necessarily reflect the crime for which the offender is on supervision. Please refer to the court documents or the Florida Statutes for further information or definition.

Current Community Supervision History:

Offense Date	Offense	Sentence Date	County	Case No.	Community Supervision Length
03/31/2021	RESISTING OFFICER W/VIOLEN.	10/19/2022	BROWARD	2103081	2Y 0M 0D
07/24/2021	BATT.LEO/FIRFGT/EMS/ETC.	10/19/2022	BROWARD	2207228	2Y 0M 0D

First Previ Next Last Return to List New Search

Record: 1 of 1

EXHIBIT #7
PAGE #1

The Florida Department of Corrections updates this information regularly, to ensure that it is complete and accurate, however this information can change quickly. Therefore, the information on this site may not reflect the true current location, status, scheduled termination date, or other information regarding an offender.

This database contains public record information on felony offenders sentenced to the Department of Corrections. This information includes offenders sentenced or released to state supervision or offenders received for supervision from another sate as the result of an Interstate Compact transfer. Information contained herein includes current supervision offenses. Offense types include related crimes such as attempts, conspiracies and solicitations to commit crimes. Information on offenders sentenced to county jail, county probation, or any other form of supervision is not contained. The information is derived from court records provided to the Department of Corrections and is made available as a public service to interested citizens. The Department of Corrections makes no guarantee as to the accuracy or completeness of the information contained herein. Any person who believes information provided is not accurate may contact the Department of Corrections.

For questions and comments, you may contact the Department of Corrections, Bureau of Probation and Parole Field Services, at FT. LAUDERDALE Circuit Office (http://prod.fdc-wpws001.fdc.myflorida.com/cc/17.html). This information is made available to the public and law enforcement in the interest of public safety.

Search iteria: (/OffenderSearch/search.aspx?TypeSearch=A) ast Name: ludlow irst Name: megan Search Aliases: YES Offense Category: Supervision Type: ALL Supervision Status: ALL County of Supervision: ALL Current Location: ALL

Current Status Definitions: **Active** - offender is being actively supervised by the probation officer in the community. **Active Suspense** - offender is temporarily unavailable for direct supervision during the supervision term, due to being in custody in jail or another facility, but is still being monitored by a probation officer for release, arrest, etc. **Absconder** - offender absconds from supervision (his/her whereabouts are unknown and the offender is not available for supervision) and warrant is issued for violation.

Return to Corrections Offender Information Network (../OffenderSearch/InmateInfoMenu.aspx)

EXHIBIT #7
PAGE #2

Broward County Sheriff's Office

22-7228 FE

Booking Report

[redacted]

CIS #	582200296	BCCN #	806080	Booking Sheet Control Date and Time	
OBTS	607309182	Print Clearance	07/24/22 21.24:16	Prints Yes	07/25/22 00:25:02
Arrest #	HD 2200296	Offense Report #	28-2207-021053	Agency	HALLANDALE

Last Name First Middle: **LUDLOW, MEGAN MARIE**

SSN # [redacted]

Race	Sex	Height	Weight	Eyes	Hair	Comp.	Age Admitted	DOB	Place of Birth	State	FDLE
W	F	504	150	GRN	BLN	FAR	46	[redacted]	LAKELAND	FLORIDA	4970934

Permanent Address: 418 SE 8TH ST Apt# :26 HALLANDALE FL 33009

Months of Residence: 72

Arrest Date: 07/24/22 18:55:00 Place of Arrest: 831 N FEDERAL HWY HALLANDALE BEACH FL 33009 Arresting Officer: 6314 GUERRA

Inmate Logged Date: 07/24/22 20:52 29 Inmate Log Type: FULL INTAKE Place Admitted: MAIN

Intake Comments: SP/CO 18406 29/54 18406 WC 19202

Alias Last name, First, Middle, DOB: LUDOW, MEGAN [redacted]

Alias Last name, First, Middle, DOB: LUDLOW, MEGAI [redacted]

Alias Last name, First, Middle, DOB: GAMMON, MEGA [redacted]

Warrants Officer Id: bs19202

Scars,Marks,Tattoos

Scars: Abdomen SCAR

Release Date/Time: Release Reason: Release Authorized By:

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level	M.C	B. Type	Bond Amount
1	07/25/22 00:20	784.07-2b		3F	Y	HOLD FOR MAG	$0.00

Charges BATTERY ON OFFICER, FIREFIGHTER, EMT ETC. **Comments**

Booking Off. ID bs16666 **County** **Judge**

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level	M.C	B. Type	Bond Amount
2	07/25/22 00:21	856.011		2M	Y	AO-ROR	$0.00

Charges DISORDERLY INTOXICATION-PUBLIC PLACE CAUSE DISTURB **Comments**

Booking Off. ID bs16666 **County** **Judge**

* End of Report *

NOT AN OFFICIAL COPY - BCIS - GENERAL GOVERNMENT

☐ COMPLAINT AFFIDAVIT

SHADED FIELDS MUST BE ANSWERED IF DEFENDANT NOT IN CUSTODY

BROWARD COUNTY

☒ ARREST FORM

ARREST #

OBTS #

Filing Agency	Offense Report	Local ID #	FDLE	FBI	SS #
CITY OF HALLANDALE	28-2207-021053				[redacted]

Defendant's Last Name	First	Middle	SUF	Alias/Street Name	Citizenship
LUDLOW	MEGAN MARIE				US

Race	Sex	Hgt	Wgt	Hair	Eyes	Comp	Age	DOB	Birth Place
W	F	5'04	100	BLOND	HAZEL	FAIR	46	[redacted]	FL, United States Of America

Permanent Address: 418 SE 8TH ST LOT 26, HALLANDALE BEACH, FL 33009

Scars, Marks, TT:

Residence Type: (X) City (2) County (3) Florida (4) Out of State

Local Address: 418 SE 8TH ST LOT 26, HALLANDALE BEACH, FL

Place of Employment:

Length:

How long defendant in Broward County	Breathalyser By/CCN	Reading	Place of Arrest	Date/Time Arrested	Arresting Officer(s) CCN
LIFE			831 N. FEDERAL HWY	07/24/2022 18:55	GUERRA, ALVARO (6314)

Officer Injured	Unit	Zone	Beat	Shift	Trans Unit	PMD	Transporting Officer/CCN	Pick-up Time	Time Arrived/BSO
Y ☐ N ☒	PATR	2804		ALPH		Y ☐ N ☒			

TYPE / ACTIVITY: N / N

Type: N-N/A, A-Amphetamine, B-Barbiturate, C-Cocaine, E-Heroin, H-Hallucinogen, M-Marijuana, O-Opium/Deriv, P-Paraphernalia/Equipment, S-Synthetic, U-Unknown, Z-Other

Activity: N-N/A, P-Possess, S-Sell, B-Buy, T-Traffic, A-Smuggle, D-Deliver, E-Use, M-Manufacture/Produce/Cultivate, K-Dispense/Distribute, Z-Other

Indication of	Y	N	UK
Alcohol Influence	☒	☐	☐
Drug Influence	☐	☐	☒

Attach Defendant's Photo

Defendant's Vehicle Make: _____ **Type:** _____ **Year:** _____ **Color:** _____ **VIN #** _____

Vehicle Towed To: _____ **Tag #:** _____ **Other identifiers or remarks:** _____

Name of victim(s) (if corporation, exact legal name and state of incorporation): [redacted]

State Of Florida

Count #	Offenses Charged	WC# / Citation # (if applicable)	FS or Capias/Warrant #
1	BATTERY-ON OFFICER FIREFIGHTER EMT ETC		784.07-2B
1	DISORDERLY INTOX-DISORDER INTOX PUBLIC PLACE CAUSE DISTURBAN		856.011

Probable Cause Affidavit

Before me this date personally appeared [redacted] (6314) who being first duly sworn deposes and says that on 24 day of July, (year) 2022 at 831 N. FEDERAL HWY, HALLANDALE BEACH, FL 33009 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows

ON THE LISTED DATE AND TIME, I RESPONDED TO BIG EASY CASINO LOCATED AT 831 NORTH FEDERAL HWY. THE DEFENDANT WAS EXTREMELY INTOXICATED. THE DEFENDANT HAD SLURRED SPEECH, AND OFFICERS ON THE SCENE SMELLED A STRONG ODOR CONSISTENT WITH THAT OF AN ALCOHOLIC BEVERAGE EMANATING FROM HER BREATH AND PERSON. THE DEFENDANT AFFECTED THE PEACE AND QUIET OF OTHER PEOPLE ON THE PROPERTY. SPECIFICALLY THE DEFENDANT BATTERED ANOTHER PATRON WHOM DID NOT WISH TO PURSUE CHARGES FOR THE INCIDENT, ALONG WITH THE CONTINUED

* * * Continued * * *

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated therein are true and correct to the best of my knowledge and belief

Officer/Affiant's Signature	Officer's Name/CCN	Officer's Division
	[redacted] (6314)	Patrol

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 24 day of July, 2022 (year), by OFFICER GUERRA, ALVARO (name and title), who is personally known to me or has produced Badge as identification

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

SERGEANT / 6243
Title/Rank and CCN

MCCLELLAND, ANDREW
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

(SHOULD ADDITIONAL SPACE BE NEEDED, USE THE PROBABLE CAUSE AFFIDAVIT CONTINUATION (BSO DB#2a))

Orig - Court
2nd - State Attorney
3rd - Filing Agency
4th - Arresting Agency

BSO DB-#2 (Revised 05/00)

COURT COPY

SPICO-18406 29154-18406 WC-19202

EXHIBIT #7
PAGE #4

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 7/25/2022 10:31:27 AM.****

BROWARD COUNTY

☐ **COMPLAINT AFFIDAVIT**
PROBABLE CAUSE AFFIDAVIT CONTINUATION

☒ ARREST FORM

ARREST # OBTS #

Filing Agency	Offense Report	Local ID #	FDLE	FBI	SS #
CITY OF HALLANDALE	28-2207-021053				[redacted]

Defendant's Last Name	First	Middle	SUF	Alias/Street Name	Citizenship
LUDLOW	MEGAN MARIE				US

Name of victim(s) (if corporation, exact legal name and state of incorporation)

Count #	Offenses Charged	WC# / Citation # (if applicable)	FS or Capias/Warrant #
	*** SEE PAGE 1 ***		

Probable Cause Affidavit

Before me this date personally appeared [redacted] (6314) who being first duly sworn deposes and says that on 24 day of July, (year) 2022 at 831 N. FEDERAL HWY, HALLANDALE BEACH, FL 33009 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows

HARASSMENT OF BOTH PATRONS AND EMPLOYEES ON SITE. HER ACTIONS CAUSED A CONTINUED PUBLIC DISTURBANCE WITHIN THE BUSINESS.

THE DEFENDANT WAS ADVISED THAT SHE WAS BEING ISSUED A TRESPASS WARNING FOR BIG EASY CASINO AND ADVISED IF SHE RETURNED TO THE PROPERTY, SHE WOULD BE SUBJECT TO ARREST. THE DEFENDANT WAS ADVISED THAT SHE WAS FREE TO GO. THE DEFENDANT BEGAN LEAVING THE SCENE WHILE SHOUTING PROFANITIES. AFTER WALKING AWAY A FEW YARDS, SHE THEN TURNED AROUND AND INTENTIONALLY RE-ENGAGED WITH OFFICERS, WALKING TOWARD OFFICERS ON THE SCENE. SHE DISPLAYED HER MIDDLE FINGER DIRECTLY AT THIS AFFIANT, AND THEN INTENTIONALLY PUNCHED (RIGHT CLOSED FIST) THIS AFFIANT IN THE CHEST AREA. NO INJURIES WERE SUSTAINED AS A RESULT OF THIS ACT.

THE DEFENDANT WAS CHARGED ACCORDINGLY.

NOT AN OFFICIAL COPY - CCIS - CLERK OF COURT - BROWARD COUNTY - FLORIDA - GOVERNMENT

I swear the above statement is correct and true to the best of my knowledge and belief

Officer/Affiant's Signature | GUERRA, ALVARO (6314) Officer's Name/CCN | Patrol Officer's Division

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 24 day of July, 2022 (year),
by OFFICER GUERRA, ALVARO (name and title), who is personally known to me or has produced Badge as identification

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney | SERGEANT / 6243 Title/Rank and CCN

MCCLELLAND, ANDREW
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit
Broward County
State of Florida

FIRST APPEARANCE/ARREST FORM

BSO DB-#2a (Revised 05/00)

COURT COPY

Orig - Court
2nd - State Attorney
3rd - Filing Agency
4th - Arresting Agency

EXHIBIT #7
PAGE #5

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Casey Brooks Case No. 2025-063342; Recommended Order
Date:	July 23, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint against Casey Brooks, Respondent, seeking Respondent's permanent exclusion from all licensed pari-mutuel and slot machine facilities in Florida. On April 29, 2026, Respondent requested an informal hearing, which was held on June 16, 2026. On July 24, 2026, the hearing officer issued a recommended order recommending that the Florida Gaming Control Commission enter a final order not permanently excluding Respondent from all licensed pari-mutuel wagering and slot machine facilities in Florida.

Relevant Facts

On April 12, 2025, Respondent was a patron PPI, Inc. d/b/a Harrah's Pompano Beach ("Harrah's").[1] On May 10, 2025, Respondent was ejected from Harrah's.[2]

Based on the foregoing, the Division filed an Administrative Complaint on April 16, 2026, seeking Respondent's permanent exclusion from all licensed pari-mutuel and slot machine facilities in Florida. On April 22, 2024, Respondent requested an informal hearing under Section 120.57(1). The informal hearing was held on June 16, 2026, pursuant to Section 120.57(2). On July 24, 2026, the hearing officer issued an amended recommended order recommending that the Florida Gaming Control Commission enter a final order not permanently excluding Respondent from all licensed pari-mutuel wagering and slot machine facilities in Florida.

Analysis

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[1] Harrah's Pompano Beach is operated by a permitholder authorized to conduct pari-mutuel wagering, slot facilities, and cardroom operations in the state of Florida.

[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

Florida law allows for the exclusion of Respondent from all pari-mutuel facilities and all facilities of slot machine licensees in the state.

Section 550.0251(6) provides that "[t]he commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state […]"

Further, Section 551.112 provides that "[t]he commission may exclude from any facility of a slot machine licensee any person who has been ejected from a facility of a slot machine licensee in this state […]"

Respondent's ejection from Harrah's, a pari-mutuel facility and facility of a slot machine licensee in this state, subjects him to permanent exclusion from all pari-mutuel facilities and all facilities of slot machine licensees in this state.

However, the Florida Gaming Control Commission may enter a final order which does not permanently exclude Respondent from all licensed pari-mutuel wagering and slot machine facilities in this state.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/24/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2025-063342

CASEY BROOKS,

Respondent.
_____/

HEARING OFFICER'S AMENDED RECOMMENDED ORDER[1]

THIS MATTER came before Shireen Anbardan, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on June 16, 2026, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the Commission's Administrative Complaint filed against Casey Brooks ("Respondent"), in FGCC Case Number 2025-063342 ("Administrative Complaint"). Justin Hundersmarck, Senior Attorney, represented the Commission, and Respondent appeared *pro se*. The hearing was held telephonically. Both sides were permitted to present witnesses, proffer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about April 16, 2026, the Commission's Division of Pari-Mutuel Wagering (the "Division") filed an Administrative Complaint against Respondent, alleging that Respondent was a patron of and was ejected and excluded from PPI, Inc. d/b/a Harrah's Pompano Beach ("Harrah's"). The Administrative Complaint sought to exclude Respondent from all licensed pari-

[1] The Hearing Officer's Recommended Order filed on July 20, 2026 is amended to correct scrivener's errors.

mutuel wagering facilities and any facility of a slot machine licensee in the State of Florida due to Respondent's ejection and exclusion from Harrah's.

2. On or about April 29, 2026 the Respondent requested an informal hearing pursuant to section 120.57(2), Florida Statutes.

3. An informal hearing was scheduled for June 16, 2026.

4. Prior to the hearing, Respondent submitted a self-authored letter. In the letter, Respondent described himself as a military veteran with good character. Respondent explained that with regard to the activity that resulted in his exclusion, he did not act with deception, malice, or any intent to defraud. Respondent stated he acted entirely in good faith, with permission, and with the belief that the activity was approved by Harrah's.

5. Respondent's letter further explained that despite being genuinely unaware that the activity was prohibited, he accepts responsibility for his role in the activity. Respondent stated that he would never put himself or anyone else in a situation like this one again.

6. Respondent's letter also stated that a permanent ban would cause irreparable harm to his livelihood and would represent an extraordinarily severe consequence for an honest mistake made without criminal intent, without personal enrichment motive, and without any prior history of misconduct.

THE JUNE 16, 2026, INFORMAL HEARING

7. At the informal hearing held pursuant to section 120.57(2), Florida Statutes, on June 16, 2026, the Commission presented the issues raised in its Administrative Complaint. The Hearing Officer granted the Commission's motion to accept the Findings of Fact in the Administrative Complaint as the undisputed facts in the case and admitted the investigative packet into the record.

8. The investigative packet contained an investigative report detailing the activity that led to the permanent ejection and exclusion of the Respondent from Harrah's.

9. The investigative report alleged that on or about April 12, 2025, Respondent accessed and used another patron's player club card to spend a total of $1,200 of free play at multiple slot machines. The owner of the player club card was not physically present at Harrah's on that day.

10. According to the investigative report, Respondent operates a business which transports individuals to tribal and pari-mutuel wagering facilities. The owner of the player club card was an individual who used Respondent's bus transportation services to take trips to Harrah's.

11. The investigative report further alleged that upon learning of the activity, on or about May 10, 2025, Harrah's permanently excluded Respondent.

12. Respondent testified that he now understands Harrah's stance on gaming and that the activity he engaged in was wrong. He explained that if he had known that it was wrong, he would never have done it because he would not want to risk his reputation or the business he has built over the past twenty years.

13. Respondent described himself as an honest individual and stated that he would never engage in the activity at any other gaming facility.

14. Respondent further testified that he had permission from the patron whose player club card he used and had no intent to defraud any individual or Harrah's. He explained that he has known many of the individuals who use his transportation service for years and has good relationships with them.

15. Respondent also stated that he asked a Harrah's employee he has known for approximately fifteen years for permission before using the free play on the player club card.

16. Respondent requested that he not be excluded from all licensed facilities so that he can continue running his business.

FINDINGS OF FACT

17. Petitioner is the state agency charged with regulating pari-mutuel wagering, cardroom, and slot machine operations pursuant to chapters 550, 551, and 849, Florida Statutes.

18. At all times material hereto, Harrah's was a facility operated by a permitholder authorized by the Commission to conduct pari-mutuel wagering, cardroom, and slot machine operations in the State of Florida.

19. On or about April 12, 2025, the Respondent was a patron of Harrah's.

20. On or about May 10, 2025, Respondent was permanently excluded from Harrah's.

CONCLUSIONS OF LAW

21. The Hearing Officer has jurisdiction over this matter and the parties pursuant to section 120.57(2), Florida Statutes.

22. The Commission has jurisdiction over this matter pursuant to chapters 120, 550, 551, and 849, Florida Statutes.

23. At all times material hereto, Harrah's was a facility operated by a permitholder authorized by the Commission to conduct pari-mutuel wagering, cardroom, and slot machine operations in the State of Florida.

24. Section 550.0215(6), Florida Statutes, provides in relevant part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the commission may exclude any person from any and all pari-mutuel facilities in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. <u>The commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state</u> or who has been excluded from any pari-mutuel facility in another state by

> the governmental department, agency, commission, or authority exercising regulatory jurisdiction over pari-mutuel facilities in such other state.

(Emphasis added).

25. Section 551.112, Florida Statutes, provides:

> In addition to the power to exclude certain persons from any facility of a slot machine licensee in this state, the commission may exclude any person from any facility of a slot machine licensee in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. The commission may exclude from any facility of a slot machine licensee any person who has been ejected from a facility of a slot machine licensee in this state or who has been excluded from any facility of a slot machine licensee or gaming facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over the gaming in such other state. This section does not abrogate the common law right of a slot machine licensee to exclude a patron absolutely in this state.

(Emphasis added).

26. Pursuant to the statutes, Respondent's exclusion from one facility is sufficient to trigger his exclusion from all pari-mutuel wagering and slot machine facilities in the State of Florida.

27. Respondent is subject to permanent exclusion from all licensed pari-mutuel wagering and slot machine facilities in the State of Florida based on Respondent's permanent exclusion from Harrah's on or about May 10, 2025.

28. Respondent's testimony mitigates that Respondent was ejected and excluded from Harrah's.

29. There is competent, substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

WHEREFORE, based on the Findings of Fact and Conclusions of Law, it is hereby recommended that the Florida Gaming Control Commission enter a Final Order not permanently excluding Respondent from all licensed pari-mutuel wagering and slot machine facilities in the State of Florida. This Recommended Order does not abrogate the common-law right of a pari-mutuel permitholder or slot machine licensee to exclude a patron absolutely in this state.

This Recommended Order in FGCC Case Number 2025-063342 is submitted on this 24th day of July 2026.

Shireen Anbardan
Hearing Officer
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 24th day of July 2026, that a true copy of the foregoing "Hearing Officer's Amended Recommended Order" has been provided by email to:

Casey Brooks
4610 Chardonnay Drive
Rockledge, FL 32955
Casey.Brooks@att.net

Justin Hundersmarck
Senior Attorney
Justin.Hundersmarck@flgaming.gov
Counsel for Petitioner

Clerk of the Commission
FLORIDA GAMING CONTROL COMMISSION

Ebonie Lanier

From: Shireen Anbardan
Sent: Monday, June 8, 2026 5:27 PM
To: Casey Brooks
Cc: Justin Hundersmarck; Ebonie Lanier
Subject: Re: Case No.: 2025-063342
Attachments: Brooks_Florida_Gaming_Commission_Statement.pdf

Good afternoon, Mr. Brooks,

Your statement has been received. If you have questions about connectivity for the hearing, please reach out to Ms. Lanier at Ebonie.Lanier@flgaming.gov or (850)794-8072.

Thank you,

Florida Gaming Control Commission
flgaming.gov

Shireen Anbardan
Chief Attorney
Florida Gaming Control Commission
Office of the General Counsel
Office: 850.794.8079
Cell: 850.687.1656

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

From: Casey Brooks <casey.brooks@att.net>
Sent: Monday, June 8, 2026 4:38 PM
To: Shireen Anbardan <Shireen.Anbardan@flgaming.gov>
Cc: Casey Brooks <casey.brooks@att.net>
Subject: Case No.: 2025-063342

[You don't often get email from casey.brooks@att.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Good afternoon, I wanted to submit a formal statement before the informal hearing so you may have a moment to understand the person ,as well as the incident described in this case. Thank you for your time and please let me know if you will need me to have a laptop for video or just a phone for the informal session on 6/16/26 at 1:00pm.

June 8, 2026

Florida Gaming Control Commission
Northwood Centre
1940 North Monroe Street
Tallahassee, Florida 32399

RE: Formal Statement of Casey Brooks — Gaming Incident Review

My name is Casey Brooks. Before addressing the Commission on June 16th, when I am scheduled for the informal hearing, I would like the opportunity to briefly introduce myself, as I believe my background and character are directly relevant to the Commission's consideration. I also want to note that as a result of a traumatic brain injury sustained during my military service, I find it significantly easier to organize and express my thoughts in writing — which is why I have chosen to present this statement in this format.

I am a disabled military veteran who served this country with honor and distinction. Throughout my military career and in my subsequent civilian service as a contractor with the United States Department of State, I held the highest security clearance available in this nation. That clearance is not granted lightly — it is earned through, and contingent upon, an unwavering and documented commitment to integrity, honesty, and trustworthiness. It is the foundation upon which my entire professional life has been built. Beyond my service, I have spent the past twenty years building a business grounded in that same foundation of trust — a reputation earned one relationship at a time, and one I guard with the same vigilance I brought to every duty I was given.

The matter before you involves my use of complimentary slot play that was assigned to another individual. I want to state clearly and without reservation: I had that individual's full and explicit permission to use their complimentary play, and I understood at the time that the arrangement had been approved by the casino. I did not act with deception, malice, or any intent to defraud. I acted entirely in good faith. It bears noting that a person acting with malicious intent or a deliberate desire to deceive does not ask for permission — they simply act. The very fact that I sought and received consent before proceeding is itself evidence of transparent and honest conduct, not the behavior of someone attempting to circumvent the rules.

I was genuinely unaware that this practice was prohibited or constituted a violation of any rule or regulation. Had I known — for even a moment — that it was improper, frowned upon, or unlawful, I would not have proceeded. I have spent the entirety of my adult life — both in uniform and in service to this country as a civilian — building a reputation grounded in principle and honesty. I would not, and did not, knowingly jeopardize that reputation, my integrity, or my standing for any amount of complimentary gaming credits.

That said, I accept full personal responsibility for my role in this incident. I have reflected on it seriously and with sincerity. I am genuinely regretful that my actions — however well-intentioned — created a situation requiring this Commission's attention, and I can assure this

body with 100% absolute assertion that this had never happened before, and I would never again put myself or anyone else in a situation like this.

I respectfully implore this Commission to consider the totality of who I am: my decades of honorable service to this nation, my demonstrated and documented character, my unblemished record, and the full context of this single, unintentional misstep. A permanent lifetime ban from gaming establishments represents an extraordinarily severe consequence for an honest mistake made without criminal intent, without personal enrichment motive, and without any prior history of misconduct. Furthermore, this Commission should be aware that the consequences of this matter have already extended well beyond any personal inconvenience. As a direct result of our inability to continue operating at Harrah's, we have sustained lost business revenue in excess of $15,000. Our business exists specifically to provide our friends and long-standing customers with a trusted, enjoyable experience — and for many of them, this is their one cherished outlet for leisure and recreation. A permanent lifetime ban would not only cause irreparable harm to our livelihood, but would deprive those we serve of something they genuinely value. I ask that this Commission weigh those facts with the same fairness and judgment I have always endeavored to bring to my own conduct.

I am grateful for this Commission's time, its diligence, and its service to the State of Florida. I trust in the integrity of this process and I am prepared to provide any additional information, documentation, or testimony this Commission deems necessary, to the best of my ability.

Respectfully submitted,

Casey Brooks
Disabled U.S. Military Veteran
Former Contractor, U.S. Department of State
Business Owner

June 8, 2026

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

June 1, 2026

Casey Brooks
4610 Chardonnay Drive
Rockledge, Florida 32955

RE: FGCC v. CASEY BROOKS
Case No.: 2025-063342

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Tuesday, June 16, 2026, at 1:00 PM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location, and instructions for the hearing. A copy of the Commission's case file has been emailed and mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Shireen.Anbardan@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

Please note: If you choose not to attend the hearing in person or by video conference, we will conduct the hearing telephonically; you will be contacted **between 1:00 PM and 1:15 PM (EST) at the following number: (321) 412-3330.** Please contact me as soon as possible to provide a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line **will result in the hearing proceeding without you**.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within 90 days after the date of the hearing. The Final Order is the **final** agency action and will resolve your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at (850) 794-8072 or Ebonie.Lanier@flgaming.gov.

Sincerely,

/s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
(850) 794-8072

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1..... Notice of Hearing

Exhibit 2..... Election of Rights

Exhibit 3 ..... Administrative Complaint

Exhibit 4 ..... Report of Investigation

Exhibit 5..... Supporting Documents/Correspondence

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No..: 2025-063342

CASEY BROOKS,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Casey Brooks
4610 Chardonnay Drive
Rockledge, Florida 32955
Casey.Brooks@att.net

YOU ARE HEREBY NOTIFIED that the Florida Gaming Control Commission's designated Hearing Officer will conduct a hearing on this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present testimony, you must attend the hearing. The hearing is scheduled for **Tuesday, June 16, 2026 The Hearing Officer will call you at (321) 412-3330 sometime between 1:00 PM – 1:15 PM. (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the call, promptly return a voicemail, or maintain an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Ebonie.Lanier@flgaming.gov or by telephone at (850) 794-8072, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will be held by telephone only by default. You may also provide written or oral evidence or have witnesses testify on your behalf. Any written evidence you wish to present to the Hearing Officer, as well as the names and contact information of any witnesses you

plan to call at the hearing, should be emailed to Shireen.Anbardan@flgaming.gov and Justin.Hundersmarck@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Shireen.Anbardan@flgaming.gov and Opposing Counsel at Justin.Hundersmarck@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named parties via email and certified mail, on this 1st day of June, 2026.

By: /s/ *Ebonie Lanier*

Ebonie Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8072
Facsimile: (850) 536-8712
Ebonie.Lanier@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier in the Office of General Counsel by email at Ebonie.Lanier@flgaming.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Ebonie Lanier

From: Casey Brooks <casey.brooks@att.net>
Sent: Thursday, May 28, 2026 5:05 PM
To: Ebonie Lanier
Subject: Re: Informal Hearing Scheduling - 2025063342 - BROOKS, CASEY

Tuesday the 16th is fine. Thank you

On May 28, 2026, at 4:30 PM, Ebonie Lanier <Ebonie.Lanier@flgaming.gov> wrote:

Good Afternoon,

I am reaching out regarding FGCC Case No. 2025063342 – FGCC v. BROOKS, CASEY

The above-referenced case has been placed on the agenda for the **June 2026** Informal Hearings. Informal hearings will be conducted during the **morning and afternoon** sessions on **Tuesday, June 16, 2026, and Wednesday, June 17, 2026.**

Please respond no later than **4:00 PM tomorrow,** indicating which day you would prefer for your informal hearing. Once the hearing date has been established, a formal Notice of Hearing will be issued with your assigned time.

Thanks,
- Ebonie Lanier

<image001.jpg>

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/29/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

EXHIBIT
2

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. BROOKS, CASEY **CASE NO.: 2025-063342**

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☒ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

CASEY BROOKS	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
4610 Chardonnay Dr.	
Street Address	Street Address (where service shall be made)
ROCKLEDGE FL 32955	
City State Zip	City State Zip
321-412-3330	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
CASEY.BROOKS@AH.NET	
E-mail	E-mail
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/16/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

EXHIBIT
3

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2025-063342

CASEY BROOKS,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Casey Brooks ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel, slot machine, and cardroom operations pursuant to chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent's address was reported as 4610 Chardonnay Drive, Rockledge, Florida 32955.

3. At all times material hereto, PPI, Inc. d/b/a Harrah's Pompano Beach ("Harrah's"), was a facility operated by a permitholder authorized by the Commission to conduct pari-mutuel wagering, cardroom operations, and slot operations in the state of Florida.

4. On or about April 12, 2025, Respondent was a patron of Harrah's.

5. On or about May 10, 2025, Respondent was ejected from Harrah's.

6. Section 550.0251(6), Florida Statutes, provides in relevant part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the commission may exclude any person

> from any and all pari-mutuel facilities in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. The commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state or who has been excluded from any pari-mutuel facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over pari-mutuel facilities in such other state.

(Emphasis supplied).

7. Section 551.112, Florida Statutes, provides:

> In addition to the power to exclude certain persons from any facility of a slot machine licensee in this state, the commission may exclude any person from any facility of a slot machine licensee in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. The commission may exclude from any facility of a slot machine licensee any person who has been ejected from a facility of a slot machine licensee in this state or who has been excluded from any facility of a slot machine licensee or gaming facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over the gaming in such other state. This section does not abrogate the common law right of a slot machine licensee to exclude absolutely a patron in this state.

(Emphasis supplied).

8. Based on the foregoing, Respondent is subject to exclusion from all licensed pari-mutuel wagering facilities and any facility of a slot machine licensee in the state of Florida under sections 550.0251(6) and 551.112, Florida Statutes, based on his ejection from Harrah's on or about May 10, 2025.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order excluding Respondent from all licensed pari-mutuel wagering facilities and any facility of a slot machine licensee in the state of Florida, in accordance with sections 550.0251(6) and 551.112, along with any other remedy provided by chapters 550 and 551, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2025-063342 on the 14th day of April 2026.

/s/ Justin Hundersmarck

Justin Hundersmarck
Senior Attorney
Florida Bar Number: 1039038
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Phone: (850) 794-8063
Fax: +1 850-536-8712
Primary: Justin.Hundersmarck@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to rule 28-106.2015, Florida Administrative Code. Pursuant to rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

9589 0710 5270 2716 2471 27

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- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

4/17

Postmark Here

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Cit

Casey Brooks
4610 Chardonnay Drive
Rockledge, Florida 32955
AC-2025-063342-OGC

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ALERT: IMPACTS FROM SEVERE WEATHER IN THE MIDWEST U.S. MAY DELAY FINAL DELIVE...

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FAQs >

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Delivered, Left with Individual

ROCKLEDGE, FL 32955
April 24, 2026, 2:00 pm

Arrived at USPS Regional Origin Facility

SEMINOLE-ORLANDO FL DISTRIBUTION CENTER
April 23, 2026, 2:42 pm

Arrived at USPS Regional Origin Facility

JACKSONVILLE FL DISTRIBUTION CENTER
April 22, 2026, 9:09 pm

In Transit to Next Facility

April 22, 2026

Departed Post Office

TALLAHASSEE, FL 32311
April 20, 2026, 6:00 pm

USPS picked up item
TALLAHASSEE, FL 32311
April 20, 2026, 3:00 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates

USPS Tracking Plus®

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Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

EXHIBIT 4

FAQ | Hel Out

Complaint Search | Change Recording License Type | Delete Complaint

Lic Type	**1098 - Unlicensed Complaints** p		Status	**90 Closed** p		Status Date	**12/11/2025**
Complaint #	**2025063342** p	Case Type	**CMP - Complaint**	Disposition p		Disposition Date p	
Docket# p		Respondent	**BROOKS, CASEY** p	Responsible	**bjones - JONES, BRADFORD** p		**Private Case**

Com laint | Res ondent | Com lainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal** p	Priority	
Class'n	**IV-E - Other** p	Complexity	**R - Regular**
Security	**STND - Standard** p	Incident	**04/12/2025**
Region	**SR - Southern Region** p	Received	**08/26/2025**
Reference	**550.0251; 551.109**		
Entered	**08/26/2025** p	Entered By	**cstubbs1** p

Summary p **430 - PPI, INC - F.S.S. 550.0251 Powers and duties of the Florida Gaming Control Commission ; 551.109 Prohibited acts; penalties. - On May 10, 2025, PPI'S Marketing Manager Erin Glidewell informed Director of Security John Keenan about suspicious activity in the Players Club account belonging to a guest by the name of Willette Enos a female. Glidewell goes on to say that on April 12, 2025, free play was withdrawn from Enos account despite Enos never visiting the facility on said date. Surveillance was informed and the following was captured; Video review captures a male patron later identified as Casey Brooks accessing and utilizing Enos player club card in slot machines A16-03, A16-05 and A07-01. Subsequently, a video review of Brooks while in the facility on April 12, 2025, at 10:48 A.M., captures him speaking to Isle One Supervisor Fred Rose. It was during this interaction that Brooks handed Rose a piece of paper believed to contain the name & account information presumably to Enos account to Rose. Rose proceeds to create two Players Club Cards under Enos account and hands them to Brooks who immediately begins to utilize them inside slot machines A16-03, A16-05 and A07-01. Upon learning of this, management permanently excluded Brooks from the facility and suspended Rose. A p case will be opened against Rose**

Updated **12/12/2025 08:37:09** p By **cstubbs1** p

Parties p | Activities | Allegations p | Disci line | Violations p | Com liance | Related p | Dis osition | Inspection | Costs | Time Tracking p | Auto Assign | Attachments p | History p | Work Notes p | Print Re ort

Change p | Save p | OK | Cancel p | Back

Get Adobe Reader. p

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Alana Zimmer, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**August 26, 2025**	**2025 06 3342**

Respondent:	Complainant:
BROOKS, CASEY **4610 CHARDONNAY DRIVE** **ROCKLEDGE, FLORIDA 32955**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
N/A - 1098	**Patron**	**November 14, 2025**

Period of Investigation:	Type of Report:
August 26, 2025, - November 14, 2025	**Final**

Alleged Violation(s): F.S.S. 550.0251 Powers and duties of the Florida Gaming Control Commission.
(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the commission may exclude any person from any and all pari□mutuel facilities in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. The commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state or who has been excluded from any pari-mutuel facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over pari-mutuel facilities in such other state.

551.109 Prohibited acts; penalties.
(3) Any person who knowingly excludes, or takes any action in an attempt to exclude, anything of value from the deposit, counting, collection, or computation of revenues from slot machine activity, or any person who by trick, sleight-of-hand performance, a fraud or fraudulent scheme, or device wins or attempts to win, for himself or herself or for another, money or property or a combination thereof or reduces or attempts to reduce a losing wager in connection with slot machine gaming commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

F.A.C. 75-14.090 Prohibited Acts. (2) No person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in a violation of Chapter 551, F.S., or Chapter 75-14, F.A.C., nor shall he or she commit any such act on his or her own.

Synopsis: On May 10, 2025, Harrah's Pompano Beach (PPI) Marketing Manager Erin Glidewell informed Director of Security John Keenan about suspicious activity in the Players Club account belonging to a guest by the name of Willette Enos, a female. As per Glidewell, on April 12, 2025, free play was withdrawn from Enos' account despite Enos never visiting the facility on said date. Surveillance was informed and the following was captured: A male patron later identified as Casey **BROOKS** accessing and utilizing Enos' player club card in slot machines A16-03, A16-05 and A07-01. Further surveillance review of **BROOKS** while in the facility on April 12, 2025, at 10:48 A.M., captures him speaking to Isle One Supervisor Fred Rose. It was during this interaction that **BROOKS** handed Rose a piece of paper believed to contain Enos' name and account information to Rose. Rose proceeds to create two Players Club Cards under Enos account and hands them to **BROOKS** who immediately begins to utilize them inside slot machines A16-03, A16-05 and A07-01. Upon learning of this, PPI management permanently excluded **BROOKS** from the facility and suspended Rose.

Related Case(s): 2025 06 3676

Investigations Specialist II / Date	Investigation Manager / Date:
Raul Suau / November 13, 2025	Julio Minaya / November 25, 2025

Chief of Investigations / Date

Bradford D. Jones / December 11, 2025

CONTINUATION

This case is predicated on the observation of PPI Marketing Manager Erin Glidewell who noticed suspicious activity in the Players Club account belonging to a guest by the name of Willette Enos a female. According to Glidewell on April 12, 2025, free play was withdrawn from Enos's account despite Enos not visiting the facility on that day. Surveillance was informed and captured a male patron later identified as Casey **BROOKS,** utilizing Enos' Player Club Card in slot machines A16-03, A16-05 and A07-01. A further video review of **BROOKS** while in the facility on April 12, 2025, captures him at 10:48 A.M., speaking to PPI'S Isle One Supervisor Fred Rose. It was during this interaction that **BROOKS** handed Rose a piece of paper believed to contain Enos' name and account information to Rose. As per Glidewell and the related Security Report, Rose then proceeded to create two Players Club Cards under Enos' account and hands them to **BROOKS** who immediately utilizes them at slot machines A16-03, A16-05 and A07-01. Upon learning of this, PPI management permanently excluded **BROOKS** from the facility and suspended Rose for six days. Although the Security Report #IN202500053494 indicates that two cards were printed, Enos' Player Club Card documents show that only one card was printed **(Exhibits #1 and #4, - Page 4).**

Upon learning about this incident, the undersigned Investigator requested and obtained Players Club Information on Ms. Enos' account and activity for April 12, 2025. The documents confirm that <u>one</u> Players Club card was printed out by Supervisor Fred Rose. That same card was subsequently used at slot machines A16-03, A16-05, A07-01, A07-06 by **BROOKS** who spent a <u>total of $1,200.00 on free play belonging to Enos.</u> Documents related to **BROOKS'** Player Club Account show that **BROOKS** played an additional $85.00 of his own money on slot machines A16-03 and A06-02. These transactions were recorded under each patron's respective Patron Cash History Report **(Exhibit #3, Pages 7 & 8, Exhibit #4, Pages 7 thru 11).**

Independent review of by this Investigator of PPI surveillance video footage of April 12, 2025, revealed the following:

10:47:23 A.M. – **BROOKS** enters the facility.

10:47:50 A.M. – **BROOKS** approaches Ailse One / the Players Club Counter but appears to change his mind. He approaches and begins to enter information into one of the nearby kiosks.

10:48:19 A.M. – **BROOKS** returns to the Player Club Counter, skips the line and begins to engage Supervisor Fred Rose in conversation. He then placed a yellow piece of paper on the counter in front of Rose.

10:50:27 A.M. – **BROOKS** reaches over and removes the same yellow piece of paper that he first placed on the counter in front of Rose and proceeds to throw it in the trash bin behind Rose after Rose had used whatever information it contained.

10:51:54 A.M. – Rose hands **BROOKS** what appears to be a players club card (apparently associated with Ms. Willette Enos' account).

10:56:10 A.M. – **BROOKS** approaches a Slot Machine and enters at 10:56:17 AM a Player Club Card into the slot machine and begins to play.

Throughout the remaining hours until 12:55:39 P.M., **BROOKS** is captured on surveillance footage playing on slot machines A16-03, A16-05, A07-01, A07-06 and A06-02 **(Exhibit #3, Pages 7 & 8, Exhibit #4, Pages 7 through 11).** It should also be noted that according to Security Report #IN202500053494 Enos was not in the facility on April 12, 2025. Therefore, it is highly unlikely that **BROOKS** had permission or authority to utilize her free play that day.

On May 15, 2025, at 5:46 P.M., **BROOKS** submitted FGCC complaint (Reference #08458) in which he asserted that he had permission from Ms. Enos to utilize her free play and that he showed Fred Rose a text message conversation between himself and Enos which granted such permission. A review of video footage showing when **BROOKS** entered PPI, and approached Fred Rose at the Player Club counter, does not show **BROOKS** presenting anything to Rose on a phone. A copy of this complaint is attached as **Exhibit #8**.

CONTINUATION

On November 14, 2025, Investigation Manager Julio Minaya Interviewed PPI Player's Club Supervisor, Fred Rose in the presence of FGCC Slots Specialist, Wanda Edwards. According to Rose, he knows **BROOKS** because **BROOKS** is a bus driver who brings in elderly patrons to the casino to play.

When questioned as to why he would give a male patron a Players Club Card belonging to a female patron, Rose stated that he would not give a card "just to anyone." In this particular incident, he did so only because **BROOKS** is known to him as a driver of the elderly patrons that he brings to the casino. Because those patrons have "mobility issues" they may request **BROOKS'** assistance in getting a new card. Citing the amount of time that had elapsed between the incident date and the interview date, Rose stated that he did not remember much about that day but went on to say that he gave Enos' Player Club Card to **BROOKS** because he **(BROOKS)** must have had her pin number, because without the pin number, the free play cannot be accessed.

On November 17, 2025, an e-mail was sent to PPI Director of Security and Compliance, John Keenan regarding a few discrepancies regarding the amount that bused patrons receive and the amount of free play accessed by **BROOKS** as a result of Fred Rose's misconduct that was noted in Rose's disciplinary documentation **(Exhibit #12).**

On November 19, 2025, a search of the Florida Sunbiz.org website revealed that Casey **BROOKS** is the Registered Agent on file for the company involved in the transportation of patrons to the PPI facility. The name of the company is CC Tours & Charters LLC **(Exhibit # 10).** Review of the company website https://www.mycasinoconnection.com/ reveals the firm offers "Casino Trips" to six tribal and Florida PMW facilities. As per the website, the PMW facilities serviced are the Casino@Dania Beach and Gulfstream Park.[1]

On November 20, 2025, Investigative Manager Julio Minaya received an e-mail from PPI Director of Marketing, Richard Eckelson containing numerous responses to prior questions. The email also contained a spreadsheet with the names of passengers that were bused to the facility and received $20.00 in free play on April 12, 2025. A review of this document revealed that Willette Enos' name was not on the list which confirms she was not transported by **BROOKS**, nor was she present in the facility when Fred Rose granted **BROOKS** access to Enos Player's Club free play. I also received the CC Tours & Charters LLC passenger manifest that is created by the tour bus company which also contains pickup times and locations. A review of this document shows that Enos name was not listed and further confirms she was not transported to PPI on April 12, 2025. These findings can only lead to two conclusions: (1) **BROOKS** lied to Rose and made him believe that Enos was in the facility or (2) Rose knowingly decided to grant **BROOKS** access to Enos' free play although Enos was not physically present. In either case, Rose was incorrect in granting **BROOKS** access. As a result of the above actions, Fred Rose was suspended by PPI for six days and **BROOKS** was permanently excluded from the facility **(Exhibits # 5, 7, 11 & 12).**

On November 21, 2025, Investigative Manager Minaya visited PPI and re-interviewed Fred Rose regarding the CC Tours & Charters LLC Passenger Manifest. Rose stated that he would receive the list via e-mail from **BROOKS** a week prior to the arrival date. During that time, he would print out the pre-loaded Player's Club cards to issue to the arriving patrons the day they were scheduled to arrive. Rose went on to say that when the bus arrived, he would meet and greet every patron exiting the bus and hand them their pre-loaded Player's Club card. When asked what would happen to a pre-loaded Player's Club card if a patron was not on the bus, Rose stated that if that were the case, he would not know because he was never made aware of a bused patron not arriving. Rose also provided a copy of Enos' Player Club Account activity for March 15, 2025[2]. This document shows that Eno's had $1,200.00 in free play and played at slot machines A16-05 and A16-04 **(Exhibit # 13).**

Rose also provided Minaya with a copy of CC Tours & Charters LLC Passenger Manifest for March 15, 2025. A review of this document lists Enos' name as being transported to PPI by **BROOKS** on that date[3] **(Exhibit #13).**

---

[1] ***PPI is not currently listed as a destination.***

[2] ***This date was mentioned by BROOKS when he filed his complaint with the FGCC as another day that he was granted access to Enos's account.***

[3] ***However, this is the same date Enos' anomalous gaming activity began.***

CONTINUATION

Investigative Manager Minaya then met with John Keenan, Director of Security and Compliance, and requested a copy of the facility records of all patrons that were bused into the facility by **BROOKS'** company. Keenan was also asked how the former PPI Marketing Manager Erin Glidewell, become aware of Enos' account being accessed and her free play being used when she had not been present in the facility on April 12, 2025. According to Keenan, Enos was one of Glidewell's high value clients whom she had been dealing with personally for many years. Glidewell found it questionable for Enos' free play to have been used on a day that Enos was not present. Also, according to Keenan, Glidewell had documented in an e-mail that the facility was not profiting when it came to **BROOKS** bused in patrons. A copy of Glidewell's e-mail was forwarded to Manager Minaya and attached to this case file as **Exhibit # 14**.

Review of the e-mail shows that Glidewell had discovered a significant recent change in Enos' gaming activity and was informing PPI senior management of same. She noted that in just two visits to the facility on December 14, 2024 and January 11, 2025 Enos had incurred in excess of $25,000 in losses. However, PPI records showed that on Enos' next visit on March 15, 2025 she lost $5.00. Glidewell notes that Enos, a high-limit player "…was the highest player we had on buses…" Glidewell added that the activity attributed to Enos' account for March 26, 2025, March 31, 2025 and April 12, 2025 was also "…extremely different from her normal play…" and speculated that someone else was using her identity.

Keenan also agreed to forward the facility's spreadsheet containing the names of the patrons that were bused in by **BROOKS** on March 15, 2025, the date mentioned by **BROOKS** in his complaint with the FGCC as another day that he was granted access to Enos' account.

Copy of video footage was obtained from Surveillance and placed into storage at PMW Investigations office in Broward County **(Exhibit #9).**

Conclusion: As a result of the above actions **BROOKS** was permanently excluded from the facility and Fred Rose was suspended by PPI for six days **(Exhibits # 5 & 7). BROOKS** continues to advertise casino trips to other PMW facilities on his company website. This creates the possibility that he will engage in similar activities at those locations. As such, consideration should be given to the addition of his name to the Statewide Exclusion List.

Status: Case closed by Investigations and forwarded to Legal for review.

CONTINUATION

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Incident File # :	IN20250053494	**Record Creation Details**	
Date/Time Occurred:	4/12/2025 10:30:00 AM	Department:	Security
Day of Week Occurred:	Saturday	Owner:	800753524
Date/Time Created:	5/12/2025 4:53:39 AM	Operator ID:	800753524
Date/Time Closed:		Operator Name:	
Closed By:		Personnel ID:	

Location of Incident:

Property:	Harrah's Pompano Beach
Location:	05 Gaming Floor
Sublocation:	Zone A

Details of Incident:

Daily Log #:	IN20250053494
Incident Type:	~Ban/Trespass
Specific:	Permanent
Category:	Management Decision
Incident Status:	Open
Synopsis:	Guest using freeplay that does not belong to him.
Checklist:	
Narrative:	

Created On	Created By	Modified On	Modified By
5/12/2025 4:53:11 AM	800753524	5/12/2025 4:53:11 AM	800753524

On Thursday, May 10, 2025 at approximately 1200 hours, Director of Security John Keenan and Security Manager Juan Colchado were notified by Marketing Manager Erin Glidewell of suspicious activity discovered on the account belonging to a guest identified as Willette Enos (female age 57)(Winet # 17300277803), Surveillance was notified.

Glidewell advised that on 4/12/25 free play was withdrawn from Enos' account, used at Slot Machines A16-03, A16-05 and A07-01 further advising that Enos was never on property. Surveillance was advised with the details and the following were observed.

Surveillance review shown 4/12/25 a male guest later identified as Casey Brooks (age 50)(Winet# 175-02849515) was accessing the account at the Slot Machines provided. Further review showed that the same date 4/12/25 at 1048 hours, Brooks went and met Isle One Supervisor Fred Rose with the accounts information and Rose is observed printing two cards. Brooks takes the cards and begins gaming.

It should be noted that Rose was placed on suspension due to him not verifying with the account holder (Willette Enos) of the access made. Casey Brooks will also be issued a Permanent Exclusion from the property for Freeplay fraud.

For the purpose of this report, all times are approximate.

Reporting Party:	Supervisor:

Executive Brief:

EXHIBIT # /
PAGE # 2

Reporting Party:

Supervisor:

Incident File Full Report

Incident File #IN20250051446

		Record Creation Details	
Date/Time Occurred:	4/12/2025 10:47:00 AM	**Department:**	Surveillance
Day of Week Occurred:	Saturday	**Owner:**	800767519
Date/Time Created:	5/ 7/2025 1:48:42 PM	**Operator ID:**	800767519
Date/Time Closed:		**Operator Name:**	
Closed By:		**Personnel ID:**	
		Card Number:	
		Job Position	
		Secondary Operator:	

Location of Incident:

Property:	Harrah's Pompano Beach
Location:	05 Gaming Floor
Sublocation:	

Details of Incident:

Daily Log #:	IN20250051446
Incident Type:	~Review/Observation
Specific:	Guest / Patron
Category:	Play observed
Incident Status:	Open
Synopsis:	Game play account review.
Checklist:	

Narrative:

Created On	5/ 7/2025 1:48:48 PM	**Created By**	800767519
Modified On	5/ 7/2025 2:16:18 PM	**Modified By**	800767519

For the purpose of this report, all times approximate.

On Thursday May 1st, 2025, this department received an Email from Marketing Manager Eric Glidewell regarding suspicious activity involving an account involving patron Willette Enos (CR#17300277803). The email described irregular gaming activity for a low-level player.

The reported gaming date supplied was 04/12/2025.

This department accessed CMS activity on the account which showed gaming history on machines 1A16-03, 1A16-05, and 1A07-01. Upon review this department observed a W/M wearing a long-sleeved white shirt and khaki shorts gaming at the machines. The holder of the account (Willette Enos) was described by Glidewell as a woman patron. Further review was conducted, and this department identified the W/M patron using Enos's card to game as Casey Brooks (CR# 175-02849515).

EXHIBIT #2
PAGE #1

Reporting Party:	**Supervisor:**

Glidewell was notified and shown a picture of Brooks and identified him as a tour bus driver who frequents the property.

It should be noted that on 04/12/2025 at 10:48 hours, Brooks approached Isle One Supervisor Fred Rose and handed him a piece of paper (believed to contained name/accounts). Rose was then observed accessing accounts and printed two Caesars Rewards cards. Brooks took possession of the cards and began gaming on property; end of review.

Available footage was dubbed, saved, and titled IN-051446.

Executive Brief:

Participants Involved:

Personnel

Full Name:	Rose, Frederick T	Property:	Harrah's Pompano Beach
Role:	Employee,	Department:	

Subject

Full Name:	Brooks, Casey	Company:	
Role:	Guest,		

EXHIBIT # 2
PAGE # 2

Reporting Party:

Supervisor:

TRANSACTION REPORT

BACK

Transaction Results

DOWNLOAD CSV

0 matching entries

Show/Hide Filters

Action	Partner Account #	Caesars Rewards Account #	New Partner Tier	New Rewards Tier	Partner Currency	Rewards Currency	Notes	Timestamp (PT)
No matching records								

Showing 0 to 0 of 0 entries

Previous Next

- A failure occurred that prevented during the transaction
- The request was denied
- The account linking required an override as the details did not match
- A request to upgrade a customer to a Seven Stars tier

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-No cards printed on 4/12/25

17502849515 – Casey Brooks

Gaming Date: 4/12/2025

Tier	Rewards Number	Guest Name	Host (if available)	Dom. Prop.	Tier Score	Credit Status
PLATINUM	17502849515	CASEY BROOKS	NONE	IPB	2,216	CTR Alert (R4)

Combined	Gaming	Online
ate	TOTAL 1 Days	04/12/2025
Properties		IPB
Total time played	00:22	00:22
Slot win/loss	438.00	438.00
Table win/loss	0.00	0.00
Other win/loss	0.00	0.00
Total win/loss	**438.00**	438.00
Online Casino revenue	0.00	0.00
Online Poker revenue	0.00	0.00
Online Sportsbook revenue	0.00	0.00
Slot theo	143.00	143.00
Table theo	0.00	0.00
Other theo	0.00	0.00
Online Casino theo	0.00	0.00
Online Sportsbook theo	0.00	0.00
Total theo	**143.00**	143.00

Total Hotel Comp	**0.00**	0.00
POS Comp Tender	**6.00**	6.00
Total Offer Cost	**39.93**	39.93
Total Offer Coupons	**3**	3
ıtal Offer Redeem Amount	**39.93**	39.93
Free Play Dollars	**85.00**	85.00
RC Used	**6.00**	6.00
RC to Free Play	**0.00**	0.00
Comp Worth Used	**0.00**	0.00
Total Marker Amount	**0.00**	0.00
al Marker Deposit Amount	**0.00**	0.00

EXHIBIT #3
PAGE #3

Tier	Rewards Number	Guest Name	Host (if available)	Dom. Prop.	Tier Score	Credit Status
PLATINUM	17502849515	CASEY BROOKS	NONE	IPB	2,216	CTR Alert (R4)

PLATINUM (EXP: 01/31/2026)
CASEY BROOKS

REWARDS #	17502849515
DOB	[redacted]
EMAIL	casey.brooks@att.net
DOM PROPERTY	IPB
MAIL FLAG	100
CMS #	1088967
LOCAL STATUS	CTR Alert (R4)
CASINO HOST	NONE

REWARD DETAILS

Reward Credits	0
Local Free Play	$0.00
Current Tier Score	2,216 (Earned 1,816 / Promotional 400)
Previous Tier Score	4,571
ADW (6mo/12mo)	Could not get / 95
MDV (6mo/12mo)	0 / 125

ACTION ITEMS

Eligible for Visa

LOCAL RESTRICTIONS

No matching local restrictions

CONTACT INFORMATION

Location	Address
Mobile	Phone: +1 (321) 412-3330
Home	4610 CHARDONNAY DR ROCKLEDGE, FL 32955-5146 USA Phone: +1 (321) 412-3330

EXHIBIT #3
PAGE # 1

GUEST COMMENTS

☐ Show All Properties

PROPERTY	COMMENTS
IPB	COMPED BUS GROUP LEADER
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.
IPB	Auto Tier Level Change from 1 to 2
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER
IPB	COMPED BUS DRIVER
IPB	COMP BUS DRIVER
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER
IPB	COMPED BUS DRIVER.
IPB	COMPED BUS DRIVER.

Previous 1 2 3 4 Next

MERGED ACCOUNTS

PRIORITY MESSAGES

Showing 2 messages

PATRON MUST SPEAK TO JOHN KEENAN OR RYAN BISHOP NEXT TRIP
ADDED: 5/2/25

MILITARY ID UNABLE TO SCAN DUE TO GOVERNMENT LAWS
ADDED: 10/27/23

LINKED ACCOUNTS

This is a LEAP Team managed application © 2025 Caesars Entertainment

EXHIBIT #3
PAGE # 5

CSGM2600.CSWM2600 PATRON CASH HISTORY 09:45:31 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 1088967 Status: CTRALRT

Patron Name: BROOKS, CASEY Local Balance: .00

Second Name: Foreign Balance: .00

Total Balance: .00

Position to Date: 000000 Time: 000000

Sel	Date	Time	Transaction	Amount
_	04/12/25	12:54:56	SLOT WITHDRAWAL	5.00-
_	04/12/25	12:39:29	PROMOTIONAL ADD	5.00
_	04/12/25	10:58:54	SLOT WITHDRAWAL	80.00-
_	04/12/25	10:58:37	OCRM CASH ADD	30.00
_	04/12/25	10:49:32	ADD CASH MANUALLY	50.00
_	03/31/25	14:05:09	SLOT WITHDRAWAL	80.00-
_	03/31/25	14:04:52	OCRM CASH ADD	30.00
_	03/30/25	14:57:40	ADD CASH MANUALLY	50.00
_	03/26/25	11:50:55	SLOT WITHDRAWAL	20.00-
_	03/26/25	11:50:48	OCRM CASH ADD	20.00

More...

F1=Exit F9=Exp Sch

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:45:31 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 1088967 Status: CTRALRT

Patron Name: BROOKS, CASEY

Second Name:

Transaction Date: 04/12/25

Transaction Time: 10:58:54

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003054 Transaction ID: 189

Stand Location: 1A1603

Transaction Amount: 80.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT #3
PAGE #7

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:45:31 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 1088967 Status: CTRALRT

Patron Name: BROOKS, CASEY

Second Name:

Transaction Date: 04/12/25

Transaction Time: 12:54:56

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00007242 Transaction ID: 148

Stand Location: 1A0602

Transaction Amount: 5.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT #3
PAGE #8

Tier	Rewards Number	Guest Name	Host (if available)	Dom. Prop.	Tier Score	Credit Status
SEVEN STARS	17300277803	WILLETTE ENOS	Michael Allan	IPB	17,622	Active (A4)

IPB reckelson Logout

RESET ONLINE PWD | VIEW OFFERS | VIEW GUEST TRIP | PREFERENCES | CR VISA

BACK TO SEARCH

SEVEN STARS (EXP: 01/31/2026)
WILLETTE ENOS

REWARDS #	17300277803
DOB	[redacted]
EMAIL	enosdw@yahoo.com
DOM PROPERTY	IPB
MAIL FLAG	100
CMS #	0277803
LOCAL STATUS	Active (A4)
CASINO HOST	Michael Allan INFO

PRINT CARD | SET PIN | PRINT/SET PIN | MANAGE IDS

REWARD DETAILS

Reward Credits	125
Local Free Play	$0.00 ADJUST HISTORY
Current Tier Score	17,622 (Earned 7,622 / Promotional 10,000)
Previous Tier Score	260,301
ADW (6mo/12mo)	1046 / 3842
MDV (6mo/12mo)	1046 / 3925

ACTION ITEMS

- Not **subscribed** to receive emails SUBSCRIBE
- No App downloaded
- Eligible for Visa APPLY NOW NOT INTERESTED

LOCAL RESTRICTIONS

ADD RESTRICTION

No matching local restrictions

CONTACT INFORMATION

ADD CONTACT

Location	Address
Mobile	Phone: +1 (321) 394-1130
Home	2101 MISTY WAY LN MELBOURNE, FL 32935-1454 USA Phone: +1 (321) 394-1130

EXHIBIT # 4
PAGE # 1

17300277803 – Willette Enos

Gaming Activity – 4/12/2025

Combined	Gaming	Online
Date	**TOTAL 1 Days**	**04/12/2025**
Properties		IPB
Total time played	**00:14**	00:14
Slot win/loss	**1,077.00**	1,077.00
Table win/loss	**0.00**	0.00
Other win/loss	**0.00**	0.00
Total win/loss	**1,077.00**	1,077.00
Online Casino revenue	**0.00**	0.00
Online Poker revenue	**0.00**	0.00
Online Sportsbook revenue	**0.00**	0.00
Slot theo	**22.00**	22.00
Table theo	**0.00**	0.00
Other theo	**0.00**	0.00
Online Casino theo	**0.00**	0.00
Online Sportsbook theo	**0.00**	0.00
Total theo	**22.00**	22.00

EXHIBIT #4
PAGE #2

Total Offer Cost	**1,200.00**	1,200.00
Total Offer Coupons	**1**	1
Total Offer Redeem Amount	**1,200.00**	1,200.00
Free Play Dollars	**1,200.00**	1,200.00
RC Used	**0.00**	0.00
RC to Free Play	**0.00**	0.00
Comp Worth Used	**0.00**	0.00
Total Marker Amount	**0.00**	0.00
Total Marker Deposit Amount	**0.00**	0.00

TRANSACTION REPORT

BACK

Transaction Results

DOWNLOAD CSV

1 matching entries

Show/Hide Filters

Action	Partner Account #	Caesars Rewards Account #	New Partner Tier	New Rewards Tier	Partner Currency	Rewards Currency	Notes	Timestamp (PT)
Print Card		17300277803					Show Notes	4/12/2025 10:48:51 AM

Showing 1 to 1 of 1 entries

Previous 1 Next

- A failure occurred that prevented during the transaction
- The request was denied
- The account linking required an override as the details did not match
- A request to upgrade a customer to a Seven Stars tier

This is a Web Channel managed application © 2025 Caesars Entertainment

Notes

Application ID: LEAPCRECWA
Username: Frederick.Rose
Status: SUCCESS
Additional notes
Printer: IPBETR0101
Number of cards: 1

OK

CSGM2600.CSWM2600 PATRON CASH HISTORY 09:42:26 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE Local Balance: .00

Second Name: Foreign Balance: .00

Total Balance: .00

Position to Date: 000000 Time: 000000

Sel	Date	Time	Transaction	Amount
_	05/17/25	12:01:43	SLOT WITHDRAWAL	202.00-
_	05/17/25	12:00:38	SLOT WITHDRAWAL	252.00-
_	05/17/25	11:59:38	SLOT WITHDRAWAL	220.00-
_	05/17/25	11:40:41	OCRM CASH ADD	1,200.00
_	05/17/25	11:28:31	PROMOTIONAL ADD	20.00
_	04/12/25	11:30:30	SLOT WITHDRAWAL	600.00-
_	04/12/25	11:28:20	SLOT WITHDRAWAL	200.00-
_	04/12/25	11:24:50	SLOT WITHDRAWAL	200.00-
_	04/12/25	11:03:50	SLOT WITHDRAWAL	100.00-
_	04/12/25	10:56:50	SLOT WITHDRAWAL	100.00-

More...

F1=Exit F9=Exp Sch

EXHIBIT # 4
PAGE #5

CSGM2600.CSWM2600 PATRON CASH HISTORY 09:42:26 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE Local Balance: .00

Second Name: Foreign Balance: .00

Total Balance: .00

Position to Date: 000000 Time: 000000

Sel	Date	Time	Transaction	Amount
_	09/20/25	11:01:11	EXPIRED CASH	20.00-
_	09/13/25	10:31:58	ADD CASH MANUALLY	20.00
_	08/18/25	10:01:08	EXPIRED CASH	20.00-
_	08/15/25	09:55:49	PROMOTIONAL ADD	20.00
_	07/28/25	18:01:13	EXPIRED CASH	20.00-
_	07/25/25	17:09:08	PROMOTIONAL ADD	20.00
_	05/17/25	13:42:38	SLOT WITHDRAWAL	18.00-
_	05/17/25	13:41:38	RC_DLC CASH ADD	18.00
_	05/17/25	12:03:21	SLOT WITHDRAWAL	246.00-
_	05/17/25	12:02:32	SLOT WITHDRAWAL	300.00-

More...

F1=Exit F9=Exp Sch

EXHIBIT # 4
PAGE # 6

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:43:09 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE

Second Name:

Transaction Date: 04/12/25

Transaction Time: 10:56:50

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003054 Transaction ID: 188

Stand Location: 1A1603

Transaction Amount: 100.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT # 4
PAGE # 7

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:43:09 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE

Second Name:

Transaction Date: 04/12/25

Transaction Time: 11:03:50

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003056 Transaction ID: 107

Stand Location: 1A1605

Transaction Amount: 100.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT #4
PAGE #8

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:43:09 11/14/25
IPBDPIETKA IPBDMK0101
Account No: 277803 Status: CASH
Patron Name: ENOS, WILLETTE
Second Name:

Transaction Date: 04/12/25
Transaction Time: 11:24:50
Transaction Type/Desc: MCR/SLOT WITHDRAWAL
Cashable/Non-Cashable: NON-CASHABLE
Slot Location: 00004028 Transaction ID: 92
Stand Location: 1A0701
Transaction Amount: 200.00-
Game Code: **

F1=Exit F2=Previous

EXHIBIT #4
PAGE #9

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:43:09 11/14/25
IPBDPIETKA IPBDMK0101
Account No: 277803 Status: CASH
Patron Name: ENOS, WILLETTE
Second Name:

Transaction Date: 04/12/25
Transaction Time: 11:28:20
Transaction Type/Desc: MCR/SLOT WITHDRAWAL
Cashable/Non-Cashable: NON-CASHABLE
Slot Location: 00003260 Transaction ID: 126
Stand Location: 1A0706
Transaction Amount: 200.00-
Game Code: **

F1=Exit F2=Previous

EXHIBIT # 4
PAGE # 10

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 09:43:09 11/14/25

IPBDPIETKA IPBDMK0101

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE

Second Name:

Transaction Date: 04/12/25

Transaction Time: 11:30:30

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003260 Transaction ID: 127

Stand Location: 1A0706

Transaction Amount: 600.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT # 4
PAGE # 11

Harrah's
POMPANO BEACH

NOTICE OF EXCLUSION

To: Casey Brooks Date of Birth [redacted]

SSN: _____ DL# [redacted] State: FL DL expire: _____

Height: _____ Weight: _____ Race: _____

Hair Color: _____ Eye Color: _____ Gender: _____

You have been excluded for a specific period of time per the Management of Harrah's Pompano Beach.

On this 10 day of May, 20 25, you are hereby ordered to leave the property of Harrah's Pompano Beach. You are further advised that you are not to enter or remain at any time on property. Prior written consent must be obtained from the General Manager in order to be allowed back onto the property.

Your removal and denial of access complies with state applicable laws and is not founded on race, creed, color or national origin.

You are further advised that if in the future you knowingly enter or retain in or upon the grounds or facilities of Harrah's Pompano Beach, you will be considered a trespasser and may be subject to arrest.

Reason for Exclusion: Free-Play Fraud

Address: 4610 Chardonnay DR
Rockledge, FL 32955

Incident Report Number: IN20250053494

Caesars Rewards #: 17502849515

Length of Exclusion:

30 Days 90 Days 1 Year 3 Years Permanent

Other: _____

Acknowledged by: _____ (Customer Signature)

Issued by: 80075352

Witness: _____

EXHIBIT #5
PAGE # 1

JAN 11th

31

EXHIBIT #
PAGE # /

Harrahs Pompano Park Bus Group Manifest

Tour Group	CC T&C	Arrival Date	1/11/2025	Offer	$20 Freeplay, $5 Food				
Group Leader	Brooks, Casey	Arrival Time	11:00 AM	Date	MONTHLY LINE RUN				
Group Cell Phone	321-412-3330	Departure	4:00pm	Count	40				
Caesars Rewards or Drivers	Last Name	First Name	Mailing Address	Pickup	City	State	Zip	D.O.B	#
Caesars Rewards 17502849515	Brooks	Casey						[redacted]	GL
Caesars Rewards 17502849510	Brooks	Ellen							GL
[redacted]	Ainsworth	Wendy	8880 SW 27th Ave Lot A55	Cocoa/7:45	Ocala	FL	34476		1
[redacted]	Wozniak	Sharon	7475 Winndover Way	Cocoa/7:45	Melbourne	FL	32780		2
[redacted]	Wozniak	Elaine	7475 Winndover Way	Cocoa/7:45	Melbourne	FL	32780		3
[redacted]	Messier	Theresa	635 Camp Road	Cocoa/7:45	Cocoa	FL	32927		4
[redacted]	Menard	Carmela	1556 University Ln. Apt#404	Cocoa/7:45	Cocoa	FL	32922		5
[redacted]	Cooper	Paul	131 Woodsmille Blvd	Cocoa/7:45	Cocoa	FL	32926		6
[redacted]	Cooper	Nancy	131 Woodsmille Blvd	Cocoa/7:45	Cocoa	FL	32926		7
Caesars Rewards 18300082607	Amos	Robert		Cocoa/7:45					8
Caesars Rewards 10405159850	Amos	Judy		Cocoa/7:45					9
Caesars Rewards 17300277803	Enos	Willette		Wick/8:00					10
Caesars Rewards 12201085094	Carney	Mary		Wick/8:00					11
[redacted]	Gordon	Debbie	490 Martello Way	Wick/8:00	Melbourne	FL	32901		12
Caesars Rewards 60080505559	Alexander	Barbara		Wick/8:00					13
Caesars Rewards 17300212475	Alexander	Tina		Wick/8:00					14
Caesars Rewards 17301124398	Paden	Robert		Wick/8:00					15
Caesars Rewards 10763352300	Seeholzer	George		US192/8:15					16
Caesars Rewards 15701460903	Seeholzer	Margo		US192/8:15					17
Caesars Rewards 17501935782	Wagner	Josephine		US192/8:15					18
Caesars Rewards 17301121537	Gaines	Marvin		Malb/8:30					19
Caesars Rewards 13100320669	Hanson	Earl		Malb/8:30					20
Caesars Rewards 18300491988	Hanson	Aniela		Malb/8:30					21
Caesars Rewards 15702351734	Haynes	Mary		Malb/8:30					22
Caesars Rewards 17301114705	Dominique	Marie		Malb/8:30					23
Caesars Rewards 17301114706	Dominique	Jusnell		Malb/8:30					24
Caesars Rewards 17301115212	Ortiz	Joseph	285 Aledriano Rd SW	Malb/8:30	Palm Bay	FL	32907		25
Caesars Rewards 18000611325	Dyber	Pamela	285 Aledriano Rd SW	Malb/8:30	Palm Bay	FL	32907		26
Caesars Rewards 16800106460	Bien	Jean		Malb/8:30					27
Caesars Rewards 17300105652	Migliachio	Joseph		Malb/8:30					28
Caesars Rewards 17301088975	Migliachio	Carol		Malb/8:30					29
Caesars Rewards 17301013485	Harris	Annette		Malb/8:30					30
Caesars Rewards 17301150082	Baldino	Mary		Malb/8:30					31

Harrah's POMPANO BEACH

PERFORMANCE DOCUMENT

DATE PREPARED:	DATE ISSUED:
5/6/2025	5.8.25

TEAM MEMBER ID	800760842	LAST NAME FIRST INITIAL	DATE OF HIRE	ATTENDANCE - LAST 12 MONTHS
SUPERVISOR / MANAGER	Erin Glidewell	Rose, Fred	10/8/2007	ABSENT: LATE: 1

JOB TITLE	Marketing Supervisor	DEPARTMENT:	Marketing	CODE	

This is to be considered notice of:

- ☐ Positive Recognition
- ☐ Coaching
- ☐ Written Counseling
- ☐ Written Warning
- ☑ Final Warning
- ☑ Suspension:
  - Number of Days 6 From 5/2/2025 To 5/8/2025
  - Return to work on: 5/9/2025
- ☐ Termination (PAN must accompany form)

TYPE OF EVENT

- ☐ Recognition
- ☐ Work Performance
- ☑ Attendance Infractions
- ☐ Insubordination
- ☐ Violation of security or safety regulations
- ☐ Dishonesty
- ☐ Violation of Company Policies/Procedures
- ☐ Rudeness to Customers/Coworkers
- ☐ Use or Possession of Intoxicants/Narcotics
- ☐ Other

DETAILS

Description of Event: (include details of the behavior that led to this document)

An investigation was conducted following suspicious use of free play by a seven star player. The investigation found that a vendor was able to reset a player's pin code to gain access to the player's account and use their free play. Surveillance coverage and CMS data provided that you were the person who authorized the pin change without the guest being present, resulting in $3900 of unauthorized freeplay.

Coaching Plan: (include details on expectations of future behaviors and time frames)

Your actions are considered a "Category One" violation of the conduct standards policy outlined in the team member handbook. You reviewed and acknowledged these standards on 10/8/22; which includes careless completion of any work related records and misuse or mishandling of guest's property. As stated in the policy, a single breach of the rules listed in Category One is considered misconduct and may be grounds for dismissal. As a result of your actions, you are receiving this final warning.

Consequences (if any) for uncorrected behavior:

Further disciplinary action up to and including termination.

Team Member Comments:

PRIOR PERFORMANCE DOCUMENTATION RELATED TO THIS ISSUE

Date	Type	Issued By	Brief Description of Event
7/17/2024	counseling	David	attendance
9/24/2024	ww	David	attendance

ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENT

By signing this form, you confirm that the information in this document has been discussed with you. Your signature indicates that you understand the information contained and does not necessarily represent agreement with this document.

Team Member Signature: Fred Rose	DATE 5/8/25
Supervisor Signature: 3m	DATE 5/8/25
Director/Manager Signature: Erin Glidewell	DATE 5/8/25
Human Resources Signature: DN	DATE 5/9/25
Witness Signature (if team member refuses to sign)	DATE

EXHIBIT #7

PAGE # 1

File a Report

Row 8316

Primary Column	
Reference # (auto generated)	Reference08458
Do you wish to file a report anonymously?	No
The complaint is made on behalf of	
Name of person making report	Casey Brooks
Email Address	casey.brooks@att.net
Telephone number	+1 (321) 412-3330
Person or Facility the report is against	Harrahs Pompano Beach
Address if known	1800 SW 3rd St, Pompano Beach, FL 33069
County if known	Broward
Report is against a	Business
Business Type	Other
DGE Region	
Please explain the issue you are wishing addressed	Heelo, my name is Casey Brooks and I have worked with this company (Harrahs) as a Motor coach Carrier for 15 years bringing in players. Recently I had a long term customer (Ms. Enos) tell me to play her free play if she missed the bus so upon visiting the casino I checked with an employee (Fred) to see if that was fine and was told it was OK. I did not remember her pin number (year of birth) so I asked the employee to make it 1970 which I thought it was. I showed the text between myself and the guest expressing for me to play her free play and pin. Neither of us thought it was not allowed since permission was granted and shown to the employee. She allowed

EXHIBIT # 8
PAGE # 1

	me to use her play 3 times to use time while I waited for my guests. Now the GM called me banning me from the casino saying I was stealing from them and this is not the case, I had expressed permission and can provide a signed statement by the guest Ms. Enos allowing me to use the play. I feel this person is trying to ruin my business and my reputation that my family has spent 20 years building here in Florida over a misunderstanding and not knowing the rules of free play/slot play. I understand the casino has footage of me gambling using my friends play which when asked by the GM, I told the GM I had been given permission and even double checked with an employee to make sure I was fine. I feel this is more of a lack of knowing the rules of the casino and its incentives, nothing malicious. I'm retired military and I worked very hard to build this business. Please advise Dates this occurred were 3/15/25 and 2 other visits.
Date Issue Occured	03/15/25
Date Created	05/15/25 5:46 PM
Date of First Response	
Date Closed	08/26/25
Category of Contact	Report
Categorization	Other
Report Method	Form
Assigned To (Email address)	bill.crafts@flgaming.gov
Secondary Assignee	Jose Cuevas
Status	Complete
Status Disposition	
Actions Taken	Request received and forwarded to OGC to respond.
Staff Comments	The complainant is not currently on the exclusion list as of 5/16/25. Complainant does appear on the property exclusion list as a lifetime exclusion on 5/10/2025. Contacted complainant after receiving more information from Harrah's on 8/26/2025. I inform him that we do not control facility decisions regarding the use of free play and their internal policies. Complainant understood and recognized his mistake. He stated that he will attempt to discuss the situation with Harrah's again at a later date.
Additional information	

State (Auto Populate)	Florida
Case Number	
Complaint is against a	

State of Florida
Department of Business and Professional Regulation
Division of Pari-Mutuel Wagering
Investigations Section

PROPERTY RECEIPT

Complaint # 2025-06-3342 Date 8/13/25 Lab # _____

Item No.	Quantity	Description
1	1	Bob Lasey Brooks from PPT Case

I hereby acknowledge that the above list represents all property taken from my possession and that I have received a copy of this receipt. Signature	I hereby acknowledge that the above list represents all property impounded by me in the official performance of duty as Investigator for the Division of Pari-Mutuel Wagering. Signature – Impounding Investigator

RETURNED PROPERTY RECEIPT

I hereby acknowledge the return to me, by the Division of Pari-Mutuel Wagering, the above listed property.

Signature _____ Date _____

Received by: _____ Date: _____
Received by: _____ Date: _____
Received by: _____ Date: _____

Copies for: File, Transmittal, Laboratory, Property Receipt

Form DBPR 11-75 (Revised 01/04)

EXHIBIT #9
PAGE # 1

Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Detail by Officer/Registered Agent Name

Florida Limited Liability Company
CC TOURS & CHARTERS LLC

Filing Information

Document Number	[redacted]
FEI/EIN Number	
Date Filed	03/12/2024
State	FL
Status	ACTIVE

Principal Address

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955

Mailing Address

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955

Registered Agent Name & Address

BROOKS, CASEY
4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955

Authorized Person(s) Detail

Name & Address

Title AMBR

BROOKS, CASEY
4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955

Annual Reports

Report Year	Filed Date
2025	04/24/2025

Document Images

04/24/2025 -- ANNUAL REPORT	View image in PDF format
03/12/2024 -- Florida Limited Liability	View image in PDF format

EXHIBIT #10
PAGE # 1

EXHIBIT # 10
PAGE # 2

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L24000124199

Entity Name: CC TOURS & CHARTERS LLC

FILED
Apr 24, 2025
Secretary of State
3487389180CC

Current Principal Place of Business:

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955

Current Mailing Address:

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955 US

FEI Number: [redacted]

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BROOKS, CASEY
4610 CHARDONNAY DRIVE
ROCKLEDGE, FL 32955 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	BROOKS, CASEY
Address	4610 CHARDONNAY DRIVE
City-State-Zip:	ROCKLEDGE FL 32955

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CASEY BROOKS — OWNER — 04/24/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

EXHIBIT # 10
PAGE # 3

Article IV

L24000124199
FILED 8:00 AM
March 12, 2024
Sec. Of State
fjeggleston

The name and address of person(s) authorized to manage LLC:

Title: AMBR
CASEY BROOKS
4610 CHARDONNAY DRIVE
ROCKLEDGE, FL. 32955 US

Signature of member or an authorized representative

Electronic Signature: CASEY BROOKS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Electronic Articles of Organization For Florida Limited Liability Company

L24000124199
FILED 8:00 AM
March 12, 2024
Sec. Of State
fjeggleston

Article I

The name of the Limited Liability Company is:

CC TOURS & CHARTERS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL. US 32955

The mailing address of the Limited Liability Company is:

4610 CHARDONNAY DRIVE
ROCKLEDGE, FL. US 32955

Article III

The name and Florida street address of the registered agent is:

CASEY BROOKS
4610 CHARDONNAY DRIVE
ROCKLEDGE, FL. 32955

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CASEY BROOKS

ID	Date	Week Number	Promotion Name
1916987	4/12/2025 11:24:21 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916984	4/12/2025 11:23:40 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916981	4/12/2025 11:18:38 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916968	4/12/2025 10:45:24 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916967	4/12/2025 10:45:04 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916964	4/12/2025 10:42:38 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916963	4/12/2025 10:42:31 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916962	4/12/2025 10:41:55 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916961	4/12/2025 10:41:30 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916960	4/12/2025 10:41:26 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916959	4/12/2025 10:41:23 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916958	4/12/2025 10:40:50 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916956	4/12/2025 10:39:54 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916955	4/12/2025 10:39:18 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916954	4/12/2025 10:39:06 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916953	4/12/2025 10:38:23 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916952	4/12/2025 10:37:49 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916951	4/12/2025 10:37:45 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916950	4/12/2025 10:37:25 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	
1916949	4/12/2025 10:37:21 AM	202504_IPB_CASEY BROOKS BUS GROUP FSP_04.12	

First Name	Last Name	Player ID	Prize
GARY	ALLISON	10700246068	$20 FREE SLOT PLAY
MARY	SCHMALTZ	12201073162	$20 FREE SLOT PLAY
SALLY	CAREY	17301083087	$20 FREE SLOT PLAY
CAROLYN	MIGLIACCIO	17301088975	$20 FREE SLOT PLAY
JOESPH	MIGLIACCIO	17300105652	$20 FREE SLOT PLAY
MARY	BALDINO	17301150082	$20 FREE SLOT PLAY
MARIE	DOMINIQUE	17301114705	$20 FREE SLOT PLAY
JOHN	ELLS	15703733687	$20 FREE SLOT PLAY
NANCY	COOPER	10700234905	$20 FREE SLOT PLAY
JUSNEL	DOMINIQUE	17301114706	$20 FREE SLOT PLAY
GARY	ALLISON	17300156688	$20 FREE SLOT PLAY
JAYCEEN	ELLS	17301088978	$20 FREE SLOT PLAY
JOSEPHINE	WAGNER	17501935782	$20 FREE SLOT PLAY
PAUL	COOPER	10700234904	$20 FREE SLOT PLAY
BARBARA	ALEXANDER	18300693037	$20 FREE SLOT PLAY
TINA	ALEXANDER	17300212475	$20 FREE SLOT PLAY
ANIELA	HANSEN	18300491988	$20 FREE SLOT PLAY
JOSEPH	ORTIZ	17301115212	$20 FREE SLOT PLAY
PAMELA	DYBER	18000611325	$20 FREE SLOT PLAY
EARL	HANSEN	13100320669	$20 FREE SLOT PLAY

Value	Kiosk	Redeemed	Redeemed Date
$20	IPBPROMOKSK15	Yes	04/12/2025 11:24 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 11:23 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 11:18 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:45 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:45 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:42 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:42 AM
$20	IPBPROMOKSK18	Yes	04/12/2025 10:41 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:41 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:41 AM
$20	IPBPROMOKSK16	Yes	04/12/2025 10:41 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:40 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:39 AM
$20	IPBPROMOKSK18	Yes	04/12/2025 10:39 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:39 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:38 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:37 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:37 AM
$20	IPBPROMOKSK15	Yes	04/12/2025 10:37 AM
$20	IPBPROMOKSK12	Yes	04/12/2025 10:37 AM

Redeemed By	Override	Kiosk Username	Incentive ID	Package ID
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			
	No			

EXHIBIT # 12
PAGE # 1

Harrahs Pompano Park Bus Group Manifest									
Tour Group	CC T&C	Arrival Date	4/12/2025	Offer	$20 Freeplay, $5 Food				
Group Leader	Brooks, Casey	Arrival Time	11:00 AM	Date	MONTHLY LINE RUN				
Group Cell Phone	321-412-3330	Departure	4:00pm	Count	23				
Caesars Rewards or Drivers	Last Name	First Name	Mailing Address	Pickup	City	State	Zip	D.O.B	#
Caesars Rewards 17502849515	Brooks	Casey						[redacted]	GL
Caesars Rewards 17502849510	Brooks	Ellen						[redacted]	GL
[redacted]	Allison	Gary Sr.	6865 Cedar Ave.	Cocoa/7:45	Cocoa	FL	32927	[redacted]	1
[redacted]	Allison	Gary Jr.	6865 Cedar Ave.	Cocoa/7:45	Cocoa	FL	32927	[redacted]	2
[redacted]	Ells	Jayceen	210 Mizzen Ct.	Cocoa/7:45	Merritt Island	FL	32953	[redacted]	3
[redacted]	Ells	John	210 Mizzen Ct.	Cocoa/7:45	Merritt Island	FL	32953	[redacted]	4
Caesars Rewards 10700234904	Cooper	Paul		Cocoa/7:45				[redacted]	5
Caesars Rewards 10700234905	Cooper	Nancy		Cocoa/7:45				[redacted]	6
Caesars Rewards 60080505559	Alexander	Barbara		Wick/8:00				[redacted]	7
Caesars Rewards 17300212475	Alexander	Tina		Wick/8:00				[redacted]	8
Caesars Rewards 17301124398	Paden	Robert		Wick/8:00				[redacted]	9
Caesars Rewards 17501935782	Wagner	Jo		US192/8:15				[redacted]	10
Caesars Rewards 17301083087	Carey	Sally		Malb/8:30				[redacted]	11
Caesars Rewards 12201073162	Schmaltz	Mary		Malb/8:30				[redacted]	12
Caesars Rewards 12201073161	Schmaltz	Jules		Malb/8:30				[redacted]	13
Caesars Rewards 17301121537	Gaines	Marvin		Malb/8:30				[redacted]	14
Caesars Rewards 17301115212	Ortiz	Joseph	Front	Malb/8:30				[redacted]	15
Caesars Rewards 18000611325	Dyber	Pamela	Front	Malb/8:30				[redacted]	16
Caesars Rewards 13100320669	Hanson	Earl		Malb/8:30				[redacted]	17
Caesars Rewards 18300491988	Hanson	Aniela		Malb/8:30				[redacted]	18
Caesars Rewards 17300105652	Migliachio	Joseph		Malb/8:30				[redacted]	19
Caesars Rewards 17301088975	Migliachio	Carol		Malb/8:30				[redacted]	20
Caesars Rewards 17301150082	Baldino	Mary		Malb/8:30				[redacted]	21
Caesars Rewards 17301114705	Dominique	Marie		Malb/8:30				[redacted]	22
Caesars Rewards 17301114706	Dominique	Jusnell		Malb/8:30				[redacted]	23
									24
									25

Julio Minaya

From:	RICHARD ECKELSON <reckelson@harrahs.com>
Sent:	Thursday, November 20, 2025 2:20 PM
To:	Julio Minaya; Francis Vue; John Keenan
Cc:	Bradford Jones; Juan Colchado
Subject:	RE: Willette Enos and Casey Brooks
Attachments:	doc10800720251120141921.pdf

Please see attached.

This particular group received $20.

Thank You.

RICHARD ECKELSON | *Director of Marketing*

1800 SW 3rd St | Pompano Beach, Florida 33069

From: Julio Minaya <Julio.Minaya@flgaming.gov>
Sent: Thursday, November 20, 2025 10:25 AM
To: RICHARD ECKELSON <reckelson@harrahs.com>; Francis Vue <FVue@harrahs.com>; John Keenan <JKeenan1@caesars.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>; Juan Colchado <JColchado@caesars.com>
Subject: [EXTERNAL] RE: Willette Enos and Casey Brooks

****CAUTION** - EXTERNAL EMAIL**
DO NOT open attachments or click on links from unknown senders or unexpected emails
The Original Sender of this email is julio.minaya@flgaming.gov.

Good morning, Mr. Eckelson,

Attached is a Tour Bus Manifest that was created by Brooks Tour Bus Company showing the passengers on his bus presumably for January 11, of this year, which I received from Mr. Rose. I noticed that the report that you attached to this email is the facility's version. If you can please provide a copy of CC T&C tour bus company's Manifest for April 12, 2025, it would be greatly appreciated.

EXHIBIT # 12
PAGE # 2

Also, can someone confirm the total amount of free play that a passenger on such a tour bus would receive.

Thank you

Florida Gaming Control Commission
flgaming.gov

Julio Minaya
Investigation Manager
Florida Gaming Control Commission
Division of Pari- Mutuel Wagering
1400 W Commercial Blvd
Suite 165
Fort Lauderdale, FL 33309
754.288.1008

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From: RICHARD ECKELSON <reckelson@harrahs.com>
Sent: Wednesday, November 19, 2025 4:20 PM
To: Francis Vue <FVue@harrahs.com>; John Keenan <JKeenan1@caesars.com>; Julio Minaya <Julio.Minaya@flgaming.gov>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>; Juan Colchado <JColchado@caesars.com>
Subject: RE: Willette Enos and Casey Brooks

You don't often get email from reckelson@harrahs.com. Learn why this is important

RICHARD ECKELSON | *Director of Marketing*

1800 SW 3rd St | Pompano Beach, Florida 33069

From: Francis Vue <FVue@harrahs.com>
Sent: Wednesday, November 19, 2025 3:47 PM
To: John Keenan <JKeenan1@caesars.com>; Julio Minaya <Julio.Minaya@flgaming.gov>; RICHARD ECKELSON

<reckelson@harrahs.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>; Juan Colchado <JColchado@caesars.com>
Subject: RE: Willette Enos and Casey Brooks

@RICHARD ECKELSON this may be before your time but can you work with Fred to see if you can find the manifest? Thanks.

Francis Vue | *Director of Casino Marketing Harrah's Pompano*
O 954-633-6524 | M 702-271-4297
1800 SW 3rd St | Pompano Beach, FL 33069
Caesars | Harrah's | Horseshoe
www.caesars.com

From: John Keenan <john.keenan@islepompanopark.com>
Sent: Wednesday, November 19, 2025 1:56 PM
To: Julio Minaya <Julio.Minaya@flgaming.gov>; Francis Vue <FVue@harrahs.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>; Juan Colchado <JColchado@caesars.com>
Subject: RE: Willette Enos and Casey Brooks

Julio,

Bus group patrons typically receive **$10 in promotional free play** for attending as part of the group. This free play is loaded onto their **own player account or a temporary card issued for the visit.**

In this case, **Ms. Enos also had a separate core offer of free play** because she is a high-value player. She believed Brooks was only referring to the standard $10 bus free play and **did not think he was attempting to access her core offer**. It appears there was confusion about what Brooks was asking.

Brooks **deceived Fred Rose by making him believe Ms. Enos was present and requested a password change on her account**, which allowed Brooks to access her offers.

Additional clarification on free play rules:

- **Free play** expires **72 hours after it is loaded onto a card or once the card is inserted into a slot machine.**
- **Core offers** can be accessed **anytime Monday through Sunday**, but once downloaded to a machine, the player has **72 hours to use the offer**.

@Francis Vue – Please provide the **Bus Group Manifest Spreadsheet for April 12, 2025 for CC Tours & Charters LLC** as requested.

Thank you,

EXHIBIT #12
PAGE #4

John Keenan | *DIRECTOR SECURITY, SAFETY, AND COMPLIANCE*
O 954-633-6610 | M 954-218-1065
1800 SW 3rd Street | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Julio Minaya <Julio.Minaya@flgaming.gov>
Sent: Wednesday, November 19, 2025 1:37 PM
To: John Keenan <john.keenan@islepompanopark.com>; Juan Colchado <JColchado@caesars.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: [EXTERNAL] RE: Willette Enos and Casey Brooks

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The Original Sender of this email is Julio.Minaya@flgaming.gov.

Hi John,

After carefully reviewing your e-mail I have a few questions. This will help me understand this incident better.

When you mentioned that Ms. Enos believed that Brooks would be only using the $10.00 bus free play given to her, how would this work?

Is Brooks given a player club card with only $10.00 bus free play on it?

Or is the $10.00 bus free play added to Enos account and if so, would these $10.00 in free play be added to any other free play that is in her account?

Does Rose have access to seeing if Enos's free play is about to expire?

Is this a standard practice at PPI?

Also can you provide a copy of the Bus Group Manifest Spreadsheet for April 12, 2025 for CC Tours & Charters LLC which is owned by Brooks.

Florida Gaming Control Commission
flgaming.gov

Julio Minaya
Investigation Manager
Florida Gaming Control Commission
Division of Pari- Mutuel Wagering
1400 W Commercial Blvd
Suite 165
Fort Lauderdale, FL 33309
754.288.1008

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From: John Keenan <john.keenan@islepompanopark.com>
Sent: Wednesday, November 19, 2025 11:16 AM
To: Julio Minaya <Julio.Minaya@flgaming.gov>; Juan Colchado <JColchado@caesars.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: RE: Willette Enos and Casey Brooks

I'm not sure where the $3,000+ on the PAN originated—I'm looking into that. The only confirmed amount so far, based on Surveillance review, is $1,200, with a potential total of about $3,900. He admitted to using her free play, and when we spoke with her, she said she believed he was only going to use the $10 bus free play. She was unaware that he accessed her account and used her core offer and downloaded large amounts.

Thank you,

John Keenan | *DIRECTOR SECURITY, SAFETY, AND COMPLIANCE*
O 954-633-6610
1800 SW 3rd Street | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Julio Minaya <Julio.Minaya@flgaming.gov>
Sent: Tuesday, November 18, 2025 12:58 PM
To: John Keenan <john.keenan@islepompanopark.com>; Juan Colchado <juan.colchado@islepompanopark.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: [EXTERNAL] RE: Willette Enos and Casey Brooks

****CAUTION** - EXTERNAL EMAIL**
DO NOT open attachments or click on links from unknown senders or unexpected emails
The Original Sender of this email is Julio.Minaya@flgaming.gov.

Hi John,

Thank you for the response…So, is it safe to assume that the total of free play used against Ms. Enos's account was $3,000.00 and not the $1,200.00? And if this was the case, do you happen to know what other days are involved?

Thank you

Florida Gaming Control Commission
flgaming.gov

Julio Minaya
Investigation Manager
Florida Gaming Control Commission
Division of Pari- Mutuel Wagering
1400 W Commercial Blvd
Suite 165
Fort Lauderdale, FL 33309
754.288.1008

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From: John Keenan <john.keenan@islepompanopark.com>
Sent: Tuesday, November 18, 2025 12:47 PM
To: Julio Minaya <Julio.Minaya@flgaming.gov>; Juan Colchado <juan.colchado@islepompanopark.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: RE: Willette Enos and Casey Brooks

@Juan Colchado , please review the monetary discrepancy noted below.

Julio, confirming that no other accounts were accessed—only Enos.

Thank you,

John Keenan | *DIRECTOR SECURITY, SAFETY, AND COMPLIANCE*
O 954-633-6610
1800 SW 3rd Street | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Julio Minaya <Julio.Minaya@flgaming.gov>
Sent: Monday, November 17, 2025 3:23 PM
To: John Keenan <john.keenan@islepompanopark.com>
Cc: Bradford Jones <Bradford.Jones@flgaming.gov>
Subject: [EXTERNAL] Willette Enos and Casey Brooks

****CAUTION** - EXTERNAL EMAIL**
DO NOT open attachments or click on links from unknown senders or unexpected emails
The Original Sender of this email is Julio.Minaya@flgaming.gov.

Good afternoon, John

While investigating this matter, we learned that Willette Enos had $1,200.00 in free play accessed by Mr. Rose on April 12, 2025, and that Mr. Brooks with the help of Rose accessed and used that free play. We also learned that Mr. Rose was suspended. However, to confirm his suspension I obtained a copy of his Performance Document dated May 8, 2025. When reading it, I noticed that the amount described in the Description of events states that $3,900.00 of unauthorized free play was involved and not $1,200.00.

When the Performance Document was drafted is the $3,900 in free play mentioned part of Ms. Enos account or are there other player club accounts that were accessed without permission of the patrons?

If other accounts were accessed, please provide the patrons information.

Thanks

Julio Minaya
Investigation Manager
Florida Gaming Control
Commission

Florida Gaming Control Commission
flgaming.gov

Division of Pari- Mutuel Wagering
1400 W Commercial Blvd
Suite 165
Fort Lauderdale, FL 33309
754.288.1008

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The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

SATURDAY 3/15 CASEY

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EXHIBIT #12

PAGE # 1

Harrahs Pompano Park Bus Group Manifest										
Tour Group	CC T&C	Arrival Date	3/15/2025	Offer	$20 Freeplay, $5 Food					
Group Leader	Brooks, Casey	Arrival Time	11:00 AM	Date	MONTHLY LINE RUN					
Group Cell Phone	321-412-3330	Departure	4:00pm	Count	40					
Caesars Rewards or Drivers	Last Name	First Name	Mailing Address	Pickup	City	State	Zip	D.O.B	#	
Caesars Rewards 17502849515	Brooks	Casey						[redacted]	GL	
Caesars Rewards 17502849510	Brooks	Ellen						[redacted]	GL	
[redacted]	Cooper	Paul	131 Woodsmille Blvd	Cocoa/7:45	Cocoa	FL	32926	[redacted]	1	
[redacted]	Cooper	Nancy	131 Woodsmille Blvd	Cocoa/7:45	Cocoa	FL	32926	[redacted]	2	
Caesars Rewards 17301124011	Hudson	Joan		Cocoa/7:45				[redacted]	3	
Caesars Rewards 17301124009	Hudson	Roland		Cocoa/7:45				[redacted]	4	
[redacted]	Bentley	Sonya	1509 Ferrier Dr.	Cocoa/7:45	Titusville	FL	32780	[redacted]	5	
[redacted]	Woodruff	Quanetta	2280 Mayfair Way Apt. 12	Cocoa/7:45	Titusville	FL	32796	[redacted]	6	
[redacted]	Wright	Veronica	1325 Cheney HWY. Unit D	Cocoa/7:45	Titusville	FL	32780	[redacted]	7	
[redacted]	Woodruff	Cathy	1021 S Park Ave Apt.	Cocoa/7:45	Titusville	FL	32790	[redacted]	8	
Caesars Rewards 18400321666	Carey	Maggie		Cocoa/7:45				[redacted]	9	
Caesars Rewards 18300236505	Wolfe	Adele		Cocoa/7:45				[redacted]	10	
[redacted]	Cathy	Tina	6360 Wien Ln	Cocoa/7:45	Cocoa	FL	32927	[redacted]	11	
Caesars Rewards 17000611558	Castro	Lourdes		Wick/8:00				[redacted]	12	
[redacted]	Gordon	Debbie	490 Martello Way	Wick/8:00	Melbourne	FL	32901	[redacted]	13	
Caesars Rewards [redacted]	Alexander	Barbara		Wick/8:00				[redacted]	14	
Caesars Rewards 17300212475	Alexander	Tina		Wick/8:00				[redacted]	15	
Caesars Rewards 17301124398	Paden	Robert		Wick/8:00				[redacted]	16	
	Yaw	Marcia		Wick/8:00				[redacted]	17	
Caesars Rewards 17300277803	Enos	Willette		Wick/8:00				[redacted]	18	
Caesars Rewards 15702727137	Bernard	Marie		Wick/8:00				[redacted]	19	
Caesars Rewards 17501935782	Wagner	Jo		US192/8:15				[redacted]	20	
Caesars Rewards 17301083087	Carey	Sally		Malb/8:30				[redacted]	21	
Caesars Rewards 12201073162	Schmaltz	Mary		Malb/8:30				[redacted]	22	
Caesars Rewards 12201073161	Schmaltz	Jules		Malb/8:30				[redacted]	23	
Caesars Rewards [redacted]	Gaines	Marvin		Malb/8:30				[redacted]	24	
Caesars Rewards 17301115212	Ortiz	Joseph	Front	Malb/8:30				[redacted]	25	
Caesars Rewards 18000611325	Dyber	Pamela	Front	Malb/8:30				[redacted]	26	
Caesars Rewards [redacted]	Hanson	Earl		Malb/8:30				[redacted]	27	
Caesars Rewards 18300491988	Hanson	Aniela		Malb/8:30				[redacted]	28	
Caesars Rewards 15702351734	Haynes	Mary		Malb/8:30				[redacted]	29	
Caesars Rewards 17301114705	Dominique	Marie		Malb/8:30				[redacted]	30	
Caesars Rewards 17301114706	Dominique	Jusnell		Malb/8:30				[redacted]	31	
Caesars Rewards 17300105652	Migliachio	Joseph		Malb/8:30				[redacted]	32	
Caesars Rewards 17301088975	Migliachio	Carol		Malb/8:30				[redacted]	33	
Caesars Rewards 16800106460	Bien	Jean		Malb/8:30				[redacted]	34	

CSGM2600.CSWM2600 PATRON CASH HISTORY 10:51:38 11/21/25

IPBFROSE IPBDTR0139

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE Local Balance: .00

Second Name: Foreign Balance: .00

Total Balance: .00

Position to Date: 000000 Time: 000000

Sel	Date	Time	Transaction	Amount
_	03/15/25	13:59:19	SLOT WITHDRAWAL	100.00-
_	03/15/25	13:41:31	SLOT WITHDRAWAL	100.00-
_	03/15/25	13:40:46	SLOT WITHDRAWAL	45.00-
_	03/15/25	13:39:49	REDEPOSIT ADD @ SLOT	45.00
_	03/15/25	13:36:01	SLOT WITHDRAWAL	100.00-
_	03/15/25	11:36:27	OCRM CASH ADD	1,200.00
_	01/11/25	12:01:06	SLOT WITHDRAWAL	50.00-
_	01/11/25	11:34:28	PROMOTIONAL ADD	50.00
_	01/11/25	11:24:36	SLOT WITHDRAWAL	490.00-
_	01/11/25	11:18:00	SLOT WITHDRAWAL	730.00-

More...

F1=Exit F9=Exp Sch

EXHIBIT #13
PAGE #2

CSGM2600.CSWM2600 PATRON CASH HISTORY 10:51:38 11/21/25

IPBFROSE IPBDTR0139

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE Local Balance: .00

Second Name: Foreign Balance: .00

Total Balance: .00

Position to Date: 000000 Time: 000000

Sel	Date	Time	Transaction	Amount
_	03/26/25	12:15:55	SLOT WITHDRAWAL	100.00-
_	03/26/25	12:05:44	SLOT WITHDRAWAL	100.00-
_	03/26/25	11:56:29	SLOT WITHDRAWAL	100.00-
_	03/26/25	11:53:32	SLOT WITHDRAWAL	100.00-
_	03/26/25	11:45:21	SLOT WITHDRAWAL	200.00-
_	03/26/25	11:44:57	OCRM CASH ADD	1,200.00
_	03/18/25	12:01:08	EXPIRED CASH	500.00-
_	03/15/25	14:54:01	SLOT WITHDRAWAL	200.00-
_	03/15/25	14:51:16	SLOT WITHDRAWAL	100.00-
_	03/15/25	14:10:51	SLOT WITHDRAWAL	100.00-

More...

F1=Exit F9=Exp Sch

EXHIBIT #13
PAGE #3

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 10:51:38 11/21/25

IPBFROSE IPBDTR0139

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE

Second Name:

Transaction Date: 03/15/25

Transaction Time: 13:36:01

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003056 Transaction ID: 62

Stand Location: 1A1605

Transaction Amount: 100.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT # 13
PAGE # 4

CSGM2600.CSWM2600 PATRON CASH HISTORY DETAIL 10:52:25 11/21/25

IPBFROSE IPBDTR0139

Account No: 277803 Status: CASH

Patron Name: ENOS, WILLETTE

Second Name:

Transaction Date: 03/15/25

Transaction Time: 13:40:46

Transaction Type/Desc: MCR/SLOT WITHDRAWAL

Cashable/Non-Cashable: NON-CASHABLE

Slot Location: 00003055 Transaction ID: 36

Stand Location: 1A1604

Transaction Amount: 45.00-

Game Code: **

F1=Exit F2=Previous

EXHIBIT #13
PAGE #5

Julio Minaya

From: John Keenan <JKeenan1@caesars.com>
Sent: Friday, November 21, 2025 10:24 AM
To: Julio Minaya
Subject: FW: April 2025 Bus Summary.

FYI

John Keenan | *DIRECTOR SECURITY, SAFETY, AND COMPLIANCE*
O 954-633-6610
1800 SW 3rd Street | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Sent: Thursday, May 1, 2025 12:54 PM
To: Ryan Bishop <rbishop@Caesars.com>; Erin Glidewell <Erin.Glidewell@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

Per Conversation, Erin stated that the guest should be a female review shows a male gaming at the machines. Unidentified Caucasian male arrive at the casino at 1047 hours, walks towards the Marketing podium and is talking with Fred. Unidentified male hands Fred a paper and Fred observed inserting the information that is on the paper into the computer. Then hands the male a Rewards Card. At 1048 hours, Unidentified male then hands Fred a rewards card. Fred appears to insert that information in the system and reprints a card and hands it to the unidentified male. Male never presents ID to Fred.

Also, during the review Unidentified male is observed inserting a Rewards Card in machine, slot A1603, #17502849515 Casey Brooks.

Unidentified male was gaming at the following machine on Wilette card.

04/12/25	11:27	11:34	1A0706	10
04/12/25	11:24	11:27	1A0701	10
04/12/25	11:03	11:05	1A1605	05
04/12/25	10:56	10:58	1A1603	05

EXHIBIT # 14
PAGE # 1

From: Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Sent: Thursday, May 1, 2025 11:51 AM
To: Michael Larroy Garcia <Michael.LarroyGarcia@islepompanopark.com>
Subject: Fw: April 2025 Bus Summary.

From: Erin Glidewell <Erin.Glidewell@islepompanopark.com>
Sent: Thursday, May 1, 2025 11:36 AM
To: Ryan Bishop <rbishop@Caesars.com>; Barron Fuller <BFuller@caesars.com>; Evan Jones <EJones2@caesars.com>; Francis Vue <FVue@harrahs.com>; Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

I just called him and gave him the description of Willette

Erin Glidewell | *Marketing Manager*
O 954-633-6489 | M 954-551-7210
1800 SW 3rd St | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Ryan Bishop <rbishop@Caesars.com>
Sent: Thursday, May 1, 2025 11:33 AM
To: Erin Glidewell <Erin.Glidewell@islepompanopark.com>; Barron Fuller <BFuller@caesars.com>; Evan Jones <EJones2@caesars.com>; Francis Vue <FVue@harrahs.com>; Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

OK, then it likely is the person I was thinking of. To see a player that had over $5K in theo in two trips then turn around and have 4 trips with an average of $20 in theo seems fishy. It sure would seem that someone else may be using her card. She had over $25K in losses in two trips and then rode a bus for two hours to lose $5 dollars? It doesnt add up. @Miguel Gonzalez please look into this and let us know what you find. @Erin Glidewell can confirm identity. Thanks!

▼ Combined Play Trip Details

Property	Trip Start Date	# of Days	Combined Actual W/L	Combined Theoretical	Comp Worth	Comps Us
IPB	2025-04-12	1	1077 00	22.00	0 00	0.00
IPB	2025-03-31	1	705 00	5 00	0 00	0.00
IPB	2025-03-26	1	447 00	25.00	0 00	0.00
IPB	2025-03-15	1	-5 00	15 00	0.00	0.00
IPB	2025-01-11	1	9825.00	2112.00	106.00	49.99
IPB	2024-12-14	1	17220 00	3352 00	168.00	1000.00

Ryan Bishop | *Senior Vice President and General Manager Harrahs Pompano Beach*
O 954-633-6500 | M 7023010152
1800 SW 3rd Steet | Pompano Beach, FL 33069
Harrahs
www.caesars.com

From: Erin Glidewell <Erin.Glidewell@islepompanopark.com>
Sent: Thursday, May 1, 2025 11:27 AM
To: Ryan Bishop <rbishop@Caesars.com>; Barron Fuller <BFuller@caesars.com>; Evan Jones <EJones2@caesars.com>; Francis Vue <FVue@harrahs.com>; Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

Ryan, she always played in high limit. She was a founder. I think Q4 and I believe you did meet her.

Get Outlook for iOS

Erin Glidewell | *Marketing Manager*
O 954-633-6489 | M 954-551-7210
1800 SW 3rd St | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

EXHIBIT # 14
PAGE # 3

From: Ryan Bishop <rbishop@Caesars.com>
Sent: Thursday, May 1, 2025 11:26:00 AM
To: Erin Glidewell <Erin.Glidewell@islepompanopark.com>; Barron Fuller <BFuller@caesars.com>; Evan Jones <EJones2@caesars.com>; Francis Vue <FVue@harrahs.com>; Miguel Gonzalez <Miguel.Gonzalez@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

Sounds like it might not be the Wilette that I am thinking of. @Miguel Gonzalez Can we pull coverage of this player and confirm identity?

Ryan Bishop | *Senior Vice President and General Manager Harrahs Pompano Beach*
O 954-633-6500 | M 7023010152
1800 SW 3rd Steet | Pompano Beach, FL 33069
Harrahs
www.caesars.com

From: Erin Glidewell <Erin.Glidewell@islepompanopark.com>
Sent: Thursday, May 1, 2025 11:20 AM
To: Barron Fuller <BFuller@caesars.com>; Evan Jones <EJones2@caesars.com>
Cc: Ryan Bishop <rbishop@Caesars.com>
Subject: Re: April 2025 Bus Summary.

She was my player; she used to sail on the boat I worked on previously out of Cocoa Beach, and she lives in Melbourne. She was the highest player we had on buses, she only used them for transport and rarely came here on her own. Her last 4 trips here are extremely different from her normal play and I don't remember seeing her in the casino that makes me question if it was her or a friend on the bus.

DISPLAY PATRON HISTORY

Account 277803 Rep EP2 Status CASH

Patron Name ENOS, WILLETTE Cred Lmt

Second Name Hotel Rud Cred Avail .00

AssocAcct Name# KNOWN PATRON UNTIL 08/30/26

Start Date/Days		04/12/25	1	03/31/25	1	03/26/25	1
From/To Day	Cur	SAT		MON		WED	
TTL Hrs. Plyd		000:14		000:23		000:25	
Group/Trip Rep		/EP2		/EP2		/EP2	
Games Win-Loss							
Slots Win-Loss		1,077		705		447	
Other Win-Loss							
TTL Win-Loss		1,077		705		447	
Games Theo Win							
Slot Theo. Win		22		5		25	
Other Theo. Win							
TTL Theo. Win		22		5		25	
CmpWrth/Per Trip							
Reward Credit Adj	5						
TTL Used Comps							
Trip Cash Balance						400.00	

F1=Exit F2=Previous F3=Page F9=Status F8=CredActvty F24=More Keys

Pgmname GSCS1SRV Harrah's Winner's Information Network 5/01/25

Property IPB GUEST TRIP SUMMARY ACCOUNT#: 11:19:29

Guest Name: ENOS, WILLETTE

Assoc Acct:

Property...	Last 6 in 24 Mo	Last 12 Months	Last 24 Months
TOTAL PLAY Avg Actual W/L:	4878.17	2379.32	2379.32
Avg Theoretical:	921.83	3791.89	3791.89
Avg Daily Theo :	921.83	3791.89	3791.89
Avg Comps Used:	175.00	56.10	56.10
Largest Actual:	17220.00	22007.00	22007.00
Largest Theoretical:	3352.00	11434.00	11434.00
Avg # Days/Trip:	1	1	1
# of Trips:	6	15	19
GAMES Avg Actual W/L:			
Avg Theoretical:			
Average Bet:			
Avg Length of Play:			
SLOTS Avg Actual W/L:	4878.17	2379.32	2379.32
Avg Theoretical:	921.83	3791.89	3791.89
Denom Most Played:	.05	.10	.10
Avg Length of Play:	1:18	3:45	3:45
OTHER Avg Theoretical:			

Next... F01=Help F03=List F04=Prompt F06=Totals F07=Combine F13=Menu

EXHIBIT #14
PAGE #5

Pgmname GSG515RV Harrah's Winner's Information Network 5/01/25
Property IPB GUEST TRIP SUMMARY ACCOUNT#: 11:19:53
Guest Name:
Assoc Acct:

Property...		Last 6 in 24 Mo	Last 12 Months	Last 24 Months
TOTAL PLAY	Actual W/L:	29269.00	45207.00	45207.00
	Theoretical:	5531.00	72046.00	72046.00
	Daily Theo :	5531.00	72046.00	72046.00
	Comps Used:	1045.99	1065.98	1065.98
	Largest Actual:	17220.00	22007.00	22007.00
	Largest Theoretical:	3352.00	11494.00	11494.00
	# Days/Trip:	0	19	19
	# of Rated Trips:	0	19	19
GAMES	Actual W/L:			
	Theoretical:			
	Average Bet:			
	Length of Play:			
SLOTS	Actual W/L:	29269.00	45207.00	45207.00
	Theoretical:	5531.00	72046.00	72046.00
	Denom Most Played:	.05	.10	.10
	Length of Play:	7.45	71.22	71.22
OTHER	Theoretical:			

Next... F01=Help F03=List F04=Prompt F06=Avg F07=Combine F12=Menu

Erin Glidewell | *Marketing Manager*
O 954-633-6489 | M 954-551-7210
1800 SW 3rd St | Pompano Beach, FL 33069
Caesars | Harrah's Pompano Beach
www.caesars.com

From: Barron Fuller <BFuller@caesars.com>
Sent: Thursday, May 1, 2025 11:11 AM
To: Evan Jones <EJones2@caesars.com>
Cc: Ryan Bishop <rbishop@Caesars.com>; Erin Glidewell <Erin.Glidewell@islepompanopark.com>
Subject: Re: April 2025 Bus Summary.

How does this compare to prior year and please provide a breakdown of the offers for Willette... Not sure how a bus patron gets that level of offer.

Thanks
Sent from my iPhone

Barron Fuller | *Regional President*
O 954-633-6652 | M 660-537-4607
1800 Southwest 3rd Street | Pompano Beach, Florida 33069

Caesars
www.caesars.com

On May 1, 2025, at 10:55 AM, Evan Jones <EJones2@caesars.com> wrote:

Below and attached is the bus summary for April. For the month we generated ~ 4900 of theo profit and ~ 6100 of actual profit from the bus patrons.

The Michelle Billins group on 4/12 stands out as we had negative theo profit. That is due to one customer, 17300277803, Willette Enos, who had $1200 of offer costs that day (plus the $20 we gave her to be on the bus). She had 162 of theo and 1,077 of actual.

<image003.png>

Evan Jones | *Vice President of Operations - East*
O 954-633-6628
1800 SW 3rd Street | Pompano Beach, Florida 33069

www.caesars.com

<Bus Summary 2025.04.xlsx>

EXHIBIT # 14
PAGE # 7

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Andrea Leigh Puckett Case No. 2025-079385; Recommended Order
Date:	July 30, 2026

Executive Summary

Andrea Leigh Puckett (Respondent) holds a pari-mutuel professional individual occupational license with the Commission. As a result of Respondent accumulating unpaid financial obligations, the Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint against Respondent, seeking penalties under section 550.105(7), Florida Statutes. Subsequent to an informal hearing held on this matter at Respondent's request, the Commission received notice that Respondent satisfied the unpaid financial obligations.

Based on the record at the time of the informal hearing and the testimony provided by Respondent at the informal hearing, the informal hearing officer issued an order recommending that the Commission enter a final order suspending Respondent's pari-mutuel professional individual occupational license until such time as Respondent provides proof that the default judgment has been satisfied or proof that a payment plan has been established.

Relevant Facts

At all times material hereto, Respondent held a pari-mutuel professional individual occupational license, number 11772962. On September 25, 2025, a judgment of default of $2,631.83 was entered against Respondent for unpaid financial obligations regarding horse transportation services in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, case number COCE-25-021597 (the Judgment). These financial obligations for horse transportation services are related to racing conducted at a pari-mutuel facility in the state of Florida.

On March 3, 2026, the Division filed an Administrative Complaint against Respondent, seeking penalties under Section 550.105(7). On March 23, 2026, Respondent returned an Election of Rights requesting an informal hearing pursuant to Section 120.57(2). On May 13, 2026, the informal hearing officer held a hearing

on this matter. On June 8, 2026, the Division of Pari-Mutuel Wagering received notice that Respondent satisfied her accumulated financial obligation.

On July 20, 2026, the hearing officer issued an order finding that Respondent accumulated unpaid financial obligations and recommending that the Commission enter a final order suspending Respondent's pari-mutuel professional individual occupational license until such time as Respondent provides proof that the default judgment has been satisfied or proof that a payment plan has been established. The recommended order was based on the record and testimony available to the hearing officer as of May 13, 2026.

Analysis

Section 550.105(7) provides that "[t]he commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations, or issues drafts or checks that are dishonored or for which payment is refused without reasonable cause, if such unpaid obligations, defaults, or dishonored or refused drafts or checks directly relate to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state."

Because Respondent accumulated unpaid financial obligations that are directly related to racing conducted at a pari-mutuel facility in Florida, Respondent's license may be suspended or revoked. However, the Commission may consider mitigating evidence provided on behalf of Respondent, including that Respondent has now satisfied the unpaid financial obligations.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/20/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2025-079385

ANDREA LEIGH PUCKETT,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Shireen Anbardan, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on May 13 2026, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the petition for hearing by Andrea Leigh Puckett ("Respondent") in response to the Commission's Administrative Complaint filed in FGCC Case Number 2025-079385. Carmine Pisano, Senior Attorney, represented the Commission. Respondent appeared *pro se.* The hearing was held telephonically. Both sides were permitted to present witnesses, proffer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about March 3, 2026, the Division of Pari-Mutuel Wagering (the "Division") filed an administrative complaint (the "Administrative Complaint") alleging that Respondent is subject to suspension or revocation of her pari-mutuel wagering professional individual occupational license based on her violation of section 550.105(7), Florida Statutes.

2. On or about September 25, 2025, a default judgment of $2,631.83 was entered against Respondent in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, for unpaid financial obligations regarding horse transportation services in case number COCE-25-021597.

3. On or about March 23, 2026, Respondent requested an informal hearing pursuant to section 120.57(2), Florida Statutes.

4. The informal hearing was scheduled for May 13, 2026.

THE MAY 13, 2026, INFORMAL HEARING

5. A hearing pursuant to section 120.57(2), Florida Statutes, was held on May 13, 2026. During this hearing, the Commission presented the issues raised in the Administrative Complaint. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Administrative Complaint as the undisputed facts in the case and accepted the investigative packet into the record.

6. The investigative report contained within the investigative packet alleged that, prior to entry of the default judgment, a cumulative email invoice was sent to Respondent on or about February 28, 2025, for horse transportation services.

7. The investigative report alleged that, prior to entry of the default judgment, on or about March 3, 2025, a Final Demand for payment was sent to Respondent at an Ocala address.

8. At the hearing, Respondent began her testimony by stating that she takes full responsibility for the circumstances. Respondent further testified that she wrote a check for the horse transportation services in 2024 and believed that the bill was paid in full. Respondent explained that she was in the process of moving from Ocala, Florida to West Palm Beach, Florida at the time and missed a lot of mail.

9. Respondent testified that after writing the check, she never received anything further regarding the unpaid financial obligations.

10. Respondent testified that she was unaware of the action against her for unpaid financial obligations but is more than willing to pay what is owed.

FINDINGS OF FACT

11. At all times pertinent to the allegations contained herein, Respondent held a pari-mutuel wagering professional individual occupational license, number 11772962, issued pursuant to section 550.105(2)(a), Florida Statutes.

12. On or about September 25, 2025, a default judgment of $2,631.83 was entered against Respondent in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, for unpaid financial obligations regarding horse transportation services in case number COCE-25-021597.

13. These unpaid financial obligations relate to racing conducted at a pari-mutuel facility in the State of Florida.

14. There is competent substantial evidence to support the foregoing findings of fact.

CONCLUSIONS OF LAW

15. The Hearing Officer has jurisdiction over this matter and the parties pursuant to section 120.57(2), Florida Statutes.

16. The Commission has jurisdiction over this matter under chapters 120 and 550, Florida Statutes.

17. Section 550.105(7), Florida Statutes, states:

> The commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations, or issues drafts or checks that are dishonored or for which payment is refused without

reasonable cause, if such unpaid obligations, defaults, or dishonored or refused drafts or checks directly relate to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state.

18. There is competent, substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

WHEREFORE, based on the Findings of Fact and Conclusions of Law, it is hereby recommended that the Florida Gaming Control Commission enter a Final Order SUSPENDING Respondent's pari-mutuel wagering professional individual occupational license until such time as Respondent provides proof that the default judgment has been satisfied or proof that a payment plan has been established.

This Recommended Order in FGCC Case Number 2025-079385 is submitted on this 20th day of July 2026.

Shireen Anbardan
Hearing Officer
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 20th day of July 2026, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by email to:

Andrea Leigh Puckett
1803 Polo Lakes Drive
Wellington, FL 33414
turnback220@gmail.com

Carmine Pisano
Senior Attorney
Counsel for Petitioner
Carmine.Pisano@flgaming.gov

Clerk of the Commission
FLORIDA GAMING CONTROL COMMISSION

Law Office of
Mark Gunderson, PL
Attorney ♦ CPA

2510 SW 18 Street ♦ Fort Lauderdale, Florida 33312
phone: (954) 288-1001 ♦ fax: (954) 791-6154 ♦ e-mail: mgunderson@mindspring.com

WITHDRAWAL OF DIVISION OF PARI-MUTUEL WAGERING COMPLAINT
DWIGHT & ANDREA PUCKETT

June 8, 2026

ebonie.lanier@flgaming.gov
stephanie.buse@flgaming.gov

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Cplt Form
4070 Esplanade Way
Tallahassee, Florida 32399

julio.minaya@myfloridalicense.com

Julio Minaya, Investigation Suprv
Division of Pari-Mutuel Wagering
1400 W. Commercial Blvd, # 165
Fort Lauderdale, FL 33065

Reese.howard@flgaming.gov
kevin.scheen@flgaming.gov

Kevin Sheen, State Steward
c/o Gulfstream Park
901 S. Federal Hwy
Hallandale, FL 33009

Re: Lorraine Horse Trans Inc. v. Dwight and Andrea Puckett
17th Judicial Circuit - State of Florida – COCE 25-021597 - $2,631.83

Gentlemen:

On, October 30 , 2025, my client, Lorraine Horse Trans Inc. filed complaint against Dwight and Andrea Puckett for violation of §550.105(7) Fla. Stat., to wit. Financial Responsibility.

My client withdraws the October 30, 2025 complaint. Mr. and Ms. Puckett have satisfied their obligation.

Thank you for your attention to this matter.

/s/ Mark Gunderson

Cc. Client

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Dwight & Andrea Puckett - turnback220@gmail.com

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

April 28, 2026

Andrea Leigh Puckett
1803 Polo Lakes Drive
Wellington, Florida 33414
Turnback220@gmail.com

RE: FGCC v. ANDREA LEIGH PUCKETT
Case No.: 2025-079385

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Wednesday, May 13, 2026, at 1:30 PM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location, and instructions for the hearing. A copy of the Commission's case file has been mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Shireen.Anbardan@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me for an alternative method to provide the requested information.

Please note: If you choose not to attend the hearing in person or by video conference, we will conduct the hearing telephonically; you will be contacted **between 1:30 PM and 1:45 PM (EST) at the following number: (301) 467-1492.** Please contact me as soon as possible to provide a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line **will result in the hearing proceeding without you**.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within approximately 90 days after the date of the hearing. The Final Order is the **final** agency action and will describe the resolution of your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at (850) 794-8072 or Ebonie.Lanier@flgaming.gov.

Sincerely,

/s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
(850) 794-8072

Enclosures: Notice of Hearing and Case File

OFFICE OF THE GENERAL COUNSEL
4070 ESPLANADE WAY, SUITE 250
TALLAHASSEE, FLORIDA 32399
FLGAMING.GOV

Documents Included in Case File

Exhibit 1..... Notice of Hearing

Exhibit 2..... Election of Rights

Exhibit 3 ..... Administrative Complaint

Exhibit 4 ..... Report of Investigation

Exhibit 5..... Supporting Documents/Correspondence

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No.: 2025-079385

ANDREA LEIGH PUCKETT,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Andrea Leigh Puckett
1803 Polo Lakes Drive
Wellington, Florida 33414
Turnback220@gmail.com

YOU ARE HEREBY NOTIFIED that the Florida Gaming Control Commission's designated Hearing Officer will conduct a hearing on this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present oral, you must attend the hearing. The hearing is scheduled for **Wednesday, May 13, 2026. The Hearing Officer will call you at (301) 467-1492 sometime between 1:30 PM – 1:45 PM. (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the call, promptly return a voicemail, or maintain an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Ebonie.Lanier@flgaming.gov or telephone at (850) 794-8072, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will automatically be held by telephone only. You may also provide written or oral evidence or have witnesses testify on your behalf. Any written evidence you wish to present to the Hearing Officer, as well as the names and contact information of any witnesses

you plan to call at the hearing, should be emailed to Shireen.Anbardan@flgaming.gov and Carmine.Pisano@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me for an alternative method to provide the requested information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Shireen.Anbardan@flgaming.gov and Opposing Counsel at Carmine.Pisano@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named parties via certified mail, on this 28th day of April, 2026.

By: /s/ *Ebonie Lanier*

Ebonie Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8072
Facsimile: (850) 536-8712
Ebonie.Lanier@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier in the Office of General Counsel by email at Ebonie.Lanier@flgaming.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Ebonie Lanier

From: andi puckett <turnback220@gmail.com>
Sent: Saturday, April 25, 2026 1:29 PM
To:
Subject: Re: FGCC - Scheduling of Informal Hearing

Thank you for the update.

Andi Puckett

Turnback220@gmail.com
301.467.1492

On Fri, Apr 24, 2026, 4:52 PM Ebonie Lanier <Ebonie.Lanier@flgaming.gov> wrote:

> Good Afternoon ,
>
> Thank you for your response.
>
> Your informal hearing has been scheduled for Thursday, May 13, 2026, at 1:30 PM. A formal Notice of Hearing will be issued on Monday, April 27, 2026, via both email and mail.
>
> I hope you have a great weekend.
>
> *- Ebonie Lanier*
>
> ---
>
> **From:** andi puckett <turnback220@gmail.com>
> **Sent:** Tuesday, April 21, 2026 5:24 PM
> **To:** Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
> **Subject:** Re: FGCC - Scheduling of Informal Hearing
>
> Hello Ebonie, May 13th will be fine. Thank you so much.

Andi Puckett

Turnback220@gmail.com
301.467.1492

On Tue, Apr 21, 2026, 4:27 PM Ebonie Lanier <Ebonie.Lanier@flgaming.gov> wrote:

Good Afternoon,

Subject: FGCC v. PUCKETT, ANDREA LEIGH - 2025079385

I hope this message finds you well.

This email is to inform you that an informal hearing will be scheduled regarding your case. Informal hearings will be held between 1:00 PM and 4:00 PM on the following dates:

- May 13, 2026
- May 14, 2026
- May 19, 2026

Please confirm which of these dates works best for you, and indicate your preferred hearing format: in person, video conference, or telephonic. Once your availability is received, I will follow up with additional details and a specific hearing time.

Please respond by 4:00 PM on Friday, April 24, 2026. If we do not hear from you by then, a hearing will be scheduled on your behalf, and you will receive a formal notice with the confirmed date and time.

If you have any questions, please feel free to reach out.

Sincerely,

- Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier

Administrative Assistant III

Office of the General Counsel

Office: (850) 794-8072

Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 3/23/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

EXHIBIT 2

FGCC v. ANDREA L. PUCKETT **CASE NO.: 2025-079385**

EXHIBIT 2

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint**.

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☒ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

Andrea Puckett	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
1803 Polo Lakes Drive	
Street Address	Street Address (where service shall be made)
Wellington Fl 33414	
City State Zip	City State Zip
301-467-1492	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
Turnback 220@gmail.com	
E-mail	E-mail
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

From:	andi puckett
To:	Clerk
Subject:	Election of Rights Andrea Puckett/2025-079385
Date:	Monday, March 23, 2026 3:52:05 PM
Attachments:	Fl Gaming signed pg 1.pdf Fl Gaming signed pg 2.pdf

---

> You don't often get email from turnback220@gmail.com. Learn why this is important

Thank you.

Andi Puckett

Turnback220@gmail.com
301.467.1492

Ebonie Lanier

From: Ebonie Lanier
Sent: Thursday, March 12, 2026 9:21 AM
To: 'Turnback220@gmail.com'
Subject: Florida Gaming Control Commission - 2025 079385
Attachments: PUCKETT - 2025079385.pdf

Good Morning Andrea L. Puckett,

Please take a look at the attached documents regarding FGCC Case No. 2025079385.

Thanks,
- Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

March 11, 2026

Andrea Leigh Puckett
8216 Northwest 4th Lane
Ocala, Florida 34482

Case No.: **2025-079385**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Andrea Leigh Puckett:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Justin Hundersmarck

Justin Hundersmarck
Senior Attorney
(850) 794-8063

Enclosures: Administrative Complaint and Election of Rights Form

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 3/03/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

EXHIBIT
3

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2025-079385

ANDREA LEIGH PUCKETT,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Andrea Leigh Puckett ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering pursuant to chapter 550, Florida Statutes.

2. At all times material hereto, Respondent held a pari-mutuel wagering professional individual occupational license, number 11772962, issued pursuant to section 550.105(2)(a), Florida Statutes.

3. On or about September 25, 2025, a judgement of default of $2,631.83 was entered against Respondent for unpaid financial obligations regarding horse transportation services in the County Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, in case number COCE-25-021597.

4. These unpaid financial obligations relate to racing conducted at a pari-mutuel facility in the state of Florida.

5. Pursuant to section 550.105(7), Florida Statutes:

> The commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations, or issues drafts or checks that are dishonored or for which payment is refused without reasonable cause, if such unpaid obligations, defaults, or dishonored or refused drafts or checks directly relate to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state.

6. Based on the foregoing, Respondent violated section 550.105(7), Florida Statutes, by accumulating unpaid obligations or defaults in obligations that directly related to racing conducted at a pari-mutuel facility in the state of Florida.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties the Commission is authorized to impose pursuant to section 550.105(7), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2025-079385 is signed on the 27th day of February 2026.

/s/ Justin Hundersmarck

Justin Hundersmarck
Senior Attorney
Florida Bar Number: 1039038
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Phone: (850) 794-8063
Fax: +1 850-536-8712
Primary: Justin.Hundersmarck@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to rule 28-106.2015, Florida Administrative Code. Pursuant to rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

EXHIBIT 4

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **cstubbs1**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**	Status	**90 Closed**	Status Date	**11/05/2025**
Complaint #	**2025079385**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**PUCKETT, ANDREA LEIGH**	Responsible	**bjones - JONES, BRADFORD**

Private Case

Source	**CNSM - Consumer**	Security Level	**1**
Form	**PCOM - PMW Complaint**	Priority	
Class'n	**IV-A - Financial Responsibility**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**09/25/2025**
Region	**SR - Southern Region**	Received	**11/03/2025**
Reference	**550.105(7)**		
Entered	**11/03/2025**	Entered By	**jhodge**

Summary: **321 - GULFSTREAM PARK RACING ASSOCIATION, INC - 550.105(7) Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines - On October 30, 2025, a copy of a Default Final Judgment, Case #COCE-25-021597 was received via e-mail from Attorney Mark Gunderson. Per said Default Final Judgment filed on September 25, 2025, in the County Court For the 17th Judicial Circuit in and For Broward County, FL, in Division 51, Lorraine Horse Trans Inc., shall recover from Andrea Leigh Puckett, the sum of $1,200.00, in principle, filing fees of $201.83, process server fees of $230.00 and attorney fees in the amount of $1,000.00, making a total of $2,631.83, which shall bear interest at the rate of 8.90% per year.**

Updated **11/07/2025 08:52:31** By **cstubbs1**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Get Adobe Reader.

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Alana Zimmer, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**SOUTHERN**	**November 3, 2025**	**2025 07 9385**

Respondent:	Complainant:
PUCKETT, ANDREA LEIGH **8216 NORTHWEST 4TH LANE** **OCALA, FLORIDA 34482** **(301) 467-1492** **Turnback220@gmail.com**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
11772962 - 1021	**Individual Animal Owner**	**November 3, 2025**

Period of Investigation:	Type of Report:
November 3, 2025, through November 3, 2025	**Final**

Alleged Violation: F.S.S. 550.105 Occupational licenses of racetrack employees; fees; denial, suspension, and revocation of license; penalties and fines. –
(7) "The commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults in obligations, or issues drafts or checks that are dishonored or for which payment is refused without reasonable cause, if such unpaid obligations, defaults, or dishonored or refused drafts or checks directly relate to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state."

Synopsis: On October 30, 2025, a copy of a Final Default Judgment against Andrea Leigh **PUCKETT** in favor of Lorraine Horse Trans Inc., Case No. COCE-25-021597, Division 51, in the County Court of the 17th Judicial Circuit in and for Broward County, Florida, September 25, 2025, was received via e-mail from Attorney Mark Gunderson.

Per said judgment, Lorraine Horse Trans Inc, shall recover from **PUCKETT** the sum of $1,200.00 in principal, filing fees of $201.83, process server fees of $230.00 and attorney fees in the amount of $1,000.00, making **a total of $2,631.83,** which shall bear interest at the rate of 8.90% per year **(EXHIBIT #1).**

Related Case(s):

Investigations Specialist II / Date	Investigation Manager / Date
	Julio Minaya / November 3, 2025

Chief of Investigations / Date

Bradford D. Jones / November 5, 2025

CONTINUATION

A check of VERSA records reflect that Andrea Leigh **PUCKETT** obtained a 3-year Florida PMW Occupational License as a Trainer on August 3, 2023. This license expires on June 30, 2026. A copy of his licensing information is attached as **Exhibit #2**.

In the letter from Gunderson, he states that the original amount of $1,200.00 is for horse transportation services provided by his client at a Florida Pari-Mutuel facility where **PUCKETT** stables her horses. Gunderson also provided copies of the Original Complaint which was filed on April 2, 2025, and invoices related to his case. These documents are attached as **Exhibit #3.**

On November 3, 2025, an Enforcement Alert was placed on **PUCKETT'S** license record in VERSA to reflect this unsatisfied Financial Obligation. A copy of the License Action Request Form and VERSA alert is attached as **Exhibit #4**.

Conclusion: PUCKETT is in violation of F.S.S. 550.105(7) for failing to satisfy the Final Judgment.

Status: Case is closed by Investigations and forwarded to Legal for review.

CONTINUATION

TABLE OF CONTENTS

I. INVESTIGATIVE REPORT COVERSHEET …….. 1

II. INVESTIGATIVE REPORT …….. 2

III. EXHIBITS

1. Letter of Complaint from Attorney Gunderson……. 1-13
2. Versa Check on **PUCKETT**....…… 1-2
3. Original Court Complaint & Invoices…….. 1-9
4. License Enforcement Alert…….. 1-2

Julio Minaya

From:	Mark Gunderson <mgunderson@mindspring.com>
Sent:	Thursday, October 30, 2025 12:09 PM
To:	Ebonie Lanier; Stephanie Buse; Julio Minaya; Kevin Scheen; Reese Howard
Cc:	'Michael Reilly'
Subject:	License Complaint - Dwight Puckett and Andrea Puckett
Attachments:	2025_10_30 License Complaint Florida A Puckett.pdf; 2025_10_30 License Complaint Florida D Puckett.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Julio,

Attached find my separate license complaints against Andrea Puckett and Dwight Puckett arising from the same judgment. I will send additional information under separate cover.

Call with any questions.

Mark Gunderson
Attorney • CPA
2510 SW 18 Street
Ft. Lauderdale, FL 33312
(954) 288-1001 Mobile
(954)791-6154 Fax

The true character of a person is revealed by their willingness to do what is right, when no obligation exists and no duty compels them.

Confidential: This e-mail contains a communication protected by the attorney-client privilege or constitutes work product. If you do not expect such a communication please delete this message without reading it or any attachment and then notify the sender of this inadvertent delivery.

EXHIBIT # /
PAGE # /

Law Office of
Mark Gunderson, PL
Attorney ♦ CPA

2510 SW 18 Street ♦ Fort Lauderdale, Florida 33312
phone: (954) 288-1001 ♦ fax: (954) 791-6154 ♦ e-mail: mgunderson@mindspring.com

DIVISION OF PARI-MUTUEL WAGERING COMPLAINT – ANDREA PUCKETT

October 30, 2025

ebonie.lanier@flgaming.gov
stephanie.buse@flgaming.gov

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Cplt Form
4070 Esplanade Way
Tallahassee, Florida 32399

julio.minaya@myfloridalicense.com

Julio Minaya, Investigation Suprv
Division of Pari-Mutuel Wagering
1400 W. Commercial Blvd, # 165
Fort Lauderdale, FL 33065

kevin.scheen@flgaming.gov

Kevin Sheen, State Steward
c/o Gulfstream Park
901 S. Federal Hwy
Hallandale, FL 33009

Re: Lorraine Horse Trans Inc. v. Dwight and Andrea Puckett
17th Judicial Circuit - State of Florida – COCE 25-021597 - $2,631.83

Ladies and Gentlemen:

On September 25, 2025 my client, Lorraine Horse Trans Inc. obtained a judgment[1] against Andrea Puckett, a licensee, concerning horse transportation services which my client provided at a Florida pari-mutuel facility where Ms. Puckett stabled her horses. Since obtaining that judgment, Ms. Puckett has failed to satisfy his obligation.

Florida law states in relevant part,

"...the commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults on obligations, ... directly related to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state. **§ 550.105(7) Fla. Stat. (2023).**

"A business applicant shall be subject to denial of its initial or renewal application as outlined in Section 550.105, F.S., based on disqualifying ... civil judgments ... of the business entity or the individuals associated with that business..." **Fla. Admin. Code 75-5.001**

Ms. Puckett holds a Pari-Mutuel Wagering Individual Occupational license issued by the State of Florida. Ms. Puckett has accumulated unpaid obligations and has defaulted on an obligation that is directly related to the sport of racing conducted at a pari-mutuel facility.

Accordingly, my client requests that Ms. Puckett's occupational/horse racing license be suspended or revoked, in accordance with Chapter 550.107 Fla. Stat., and Fla. Admin. Code 75-5.001

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Andrea Puckett, 8216 NW 4th Ln., Ocala, FL 34482
Howard Reese reese.howard@flgaming.gov

[1] Judgment attached.

EXHIBIT #1
PAGE # 2

DBPR 0070 – Uniform Complaint Form

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

Please submit to the appropriate address on Page 4.

Any investigation or administrative proceeding brought by the Department against the subject of your complaint will rely upon the information you provide to the Department. All allegations and supporting documentation MUST be provided to the Department at this time.

COMPLAINANT INFORMATION				
Last Name	First	Middle	Title	Suffix
Your Company/Occupation LORRAINE HORSE TRANS INC.				
MAILING ADDRESS				
Street Address or P.O. Box				
PO BOX 773657				
City OCALA		State FL	Zip Code (+4 optional) 34477	
County (if Florida address) MARION	Country			
CONTACT INFORMATION				
Primary Phone Number 954-288-1001	Alternate Phone Number			
Primary E-Mail Address MGUNDERSON@MINDSPRING.COM				
Unlicensed Activity Complaint? Yes ☐	No X	Unknown ☐		
COMPLAINT DESCRIPTION				
SEE ATTACHED LETTER				

Attach additional sheets as necessary.

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name GUNDERSON, MARK, ESQ	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
2510 SW 18 STREET				
City FORT LAUDERDALE		State FL	Zip Code (+4 optional) 33312	
County (if Florida address) BROWARD	Country			
CONTACT INFORMATION				
Primary Phone Number 954-288-1001	Alternate Phone Number			

SUBJECT OF COMPLAINT				
Last Name ANDREA PUCKETT	First	Middle	Title	Suffix
License Number (if known) 11772962				
Company/Occupation HORSE/TRAINER OWNER				
MAILING ADDRESS				
Street Address or P.O. Box				
8216 NORTHWEST 4TH LANE				
City OCALA		State FL	Zip Code (+4 optional) 34482	
County (if Florida address) MARION	Country			
CONTACT INFORMATION				
Primary Phone Number 301-367-8618 POSSIBLE	Primary E-Mail Address UNKNOWN			
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address				
City		State	Zip Code (+4 optional)	
County (if Florida address)	Country			

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
NONE				
City		State	Zip Code (+4 optional)	
County (if Florida address)	Country			
CONTACT INFORMATION				
Primary Phone Number	Alternate Phone Number			

WITNESS (IF APPLICABLE)				
Last Name REILLY MICHAEL	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
PO BOX 773657				
City OCALA		State FL	Zip Code (+4 optional) 34477	
County (if Florida address) BROWARD		Country		
CONTACT INFORMATION				
Primary Phone Number 781-858-8570		Alternate Phone Number		

WITNESS (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Complainant Sign Here: BY: /S/ MARK GUNDERSON, ESQ. Date: 10/30/2025

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **COCE25021597** DIVISION: **51** JUDGE: **McHugh, Kathleen (51)**

Lorraine Horse Trans Inc

Plaintiff(s) / Petitioner(s)

v.

Dwight Puckett, et al

Defendant(s) / Respondent(s)

_____/

DEFAULT FINAL JUDGMENT

This action was heard upon Plaintiff's Motion for Default and Final Judgment by Default and

IT IS ADJUDGED that Defendants are in default for failing to attend the pretrial hearing set by this Court for September 16, 2025. Plaintiff, LORAINE HORSE TRANS INC., c/o Mark Gunderson, Esq., 2510 SW 18 Street, Fort Lauderdale, FL 33312, shall recover from Defendant, DWIGHT AND ANDREA PUCKETT, jointly and severally, 8216 NW 4th Lane, Ocala, FL 34482, the sum of $1,200.00 in principal, filing fees of $201.83, process server fees of $230.00 and attorney fees in the amount of $1,000.00, **making a total of $2,631.83** which shall bear interest at the rate of 8.90% per year, for which let execution issue forthwith.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendants shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed. **The Defendants should NOT file the completed form 7.343 with the court.**

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendants to complete form 7.343 and return it to the Plaintiff's attorney.

DONE AND ORDERED in Chambers at Broward County, Florida on 25th day of September, 2025.

COCE25021597 09-25-2025 10:36 AM

COCE25021597 09-25-2025 10:36 AM
Hon. John Hurley
COUNTY COURT JUDGE
Electronically Signed by John Hurley

Copies Furnished To:
Dwight & Andrea Puckett , Address : 8216 NW 4th Lane, Ocala, FL 34482
Mark Gunderson , E-mail : mgunderson@mindspring.com

EXHIBIT # 1
PAGE # 7

Law Office of
Mark Gunderson, PL
Attorney ♦ CPA

2510 SW 18 Street ♦ Fort Lauderdale, Florida 33312
phone: (954) 288-1001 ♦ fax: (954) 791-6154 ♦ e-mail: mgunderson@mindspring.com

DIVISION OF PARI-MUTUEL WAGERING COMPLAINT – DWIGHT PUCKETT

October 30, 2025

ebonie.lanier@flgaming.gov
stephanie.buse@flgaming.gov

Division of Pari-Mutuel Wagering
DBPR 0070 – Uniform Cplt Form
4070 Esplanade Way
Tallahassee, Florida 32399

julio.minaya@myfloridalicense.com

Julio Minaya, Investigation Suprv
Division of Pari-Mutuel Wagering
1400 W. Commercial Blvd, # 165
Fort Lauderdale, FL 33065

kevin.scheen@flgaming.gov

Kevin Sheen, State Steward
c/o Gulfstream Park
901 S. Federal Hwy
Hallandale, FL 33009

Re: Lorraine Horse Trans Inc. v. Dwight and Andrea Puckett
17th Judicial Circuit - State of Florida – COCE 25-021597 - $2,631.83

Ladies and Gentlemen:

On September 25, 2025 my client, Lorraine Horse Trans Inc. obtained a judgment[1] against Dwight Puckett, a licensee, concerning horse transportation services which my client provided at a Florida pari-mutuel facility where Mr. Puckett stabled her horses. Since obtaining that judgment, Mr. Puckett has failed to satisfy his obligation.

Florida law states in relevant part,

"...the commission may deny, revoke, or suspend any occupational license if the applicant therefor or holder thereof accumulates unpaid obligations or defaults on obligations, ... directly related to the sport of jai alai or racing being conducted at a pari-mutuel facility within this state. **§ 550.105(7) Fla. Stat. (2023).**

"A business applicant shall be subject to denial of its initial or renewal application as outlined in Section 550.105, F.S., based on disqualifying ... civil judgments ... of the business entity or the individuals associated with that business..." **Fla. Admin. Code 75-5.001**

Mr. Puckett holds a Pari-Mutuel Wagering Individual Occupational license issued by the State of Florida. Mr. Puckett has accumulated unpaid obligations and has defaulted on an obligation that is directly related to the sport of racing conducted at a pari-mutuel facility.

Accordingly, my client requests that Mr. Puckett's occupational/horse racing license be suspended or revoked, in accordance with Chapter 550.107 Fla. Stat., and Fla. Admin. Code 75-5.001

Thank you for your attention to this matter.

/s/ Mark Gunderson, Esq.

Cc. Client
Dwight Puckett, 8216 NW 4th Ln., Ocala, FL 34482
Howard Reese reese.howard@flgaming.gov

[1] Judgment attached.

EXHIBIT # /
PAGE # 8

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **COCE25021597** DIVISION: **51** JUDGE: **McHugh, Kathleen (51)**

Lorraine Horse Trans Inc

Plaintiff(s) / Petitioner(s)

v.

Dwight Puckett, et al

Defendant(s) / Respondent(s)

_____/

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Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendants to complete form 7.343 and return it to the Plaintiff's attorney.

EXHIBIT #1
PAGE # 9

DONE AND ORDERED in Chambers at Broward County, Florida on 25th day of September, 2025.

COCE25021597 09-25-2025 10:36 AM

COCE25021597 09-25-2025 10:36 AM
Hon. John Hurley
COUNTY COURT JUDGE
Electronically Signed by John Hurley

Copies Furnished To:
Dwight & Andrea Puckett , Address : 8216 NW 4th Lane, Ocala, FL 34482
Mark Gunderson , E-mail : mgunderson@mindspring.com

EXHIBIT #1
PAGE # 10

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

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Your Company/Occupation LORRAINE HORSE TRANS INC.				
MAILING ADDRESS				
Street Address or P.O. Box				
PO BOX 773657				
City OCALA		State FL	Zip Code (+4 optional) 34477	
County (if Florida address) MARION		Country		
CONTACT INFORMATION				
Primary Phone Number 954-288-1001		Alternate Phone Number		
Primary E-Mail Address MGUNDERSON@MINDSPRING.COM				
Unlicensed Activity Complaint? Yes ☐	No X	Unknown ☐		
COMPLAINT DESCRIPTION				
SEE ATTACHED LETTER				

Attach additional sheets as necessary.

EXHIBIT # 1
PAGE # 11

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name GUNDERSON, MARK, ESQ	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
2510 SW 18 STREET				
City FORT LAUDERDALE		State FL	Zip Code (+4 optional) 33312	
County (if Florida address) BROWARD	Country			
CONTACT INFORMATION				
Primary Phone Number 954-288-1001	Alternate Phone Number			

SUBJECT OF COMPLAINT				
Last Name DWIGHT PUCKETT	First	Middle	Title	Suffix
License Number (if known) PIN1302905				
Company/Occupation HORSE/TRAINER OWNER				
MAILING ADDRESS				
Street Address or P.O. Box				
8216 NORTHWEST 4TH LANE				
City OCALA		State FL	Zip Code (+4 optional) 34482	
County (if Florida address) MARION	Country			
CONTACT INFORMATION				
Primary Phone Number 301-367-8618 POSSIBLE	Primary E-Mail Address UNKNOWN			
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address				
City		State	Zip Code (+4 optional)	
County (if Florida address)	Country			

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
NONE				
City		State	Zip Code (+4 optional)	
County (if Florida address)	Country			
CONTACT INFORMATION				
Primary Phone Number	Alternate Phone Number			

WITNESS (IF APPLICABLE)				
Last Name REILLY MICHAEL	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
PO BOX 773657				
City OCALA		State FL	Zip Code (+4 optional) 34477	
County (if Florida address) BROWARD		Country		
CONTACT INFORMATION				
Primary Phone Number 781-858-8570		Alternate Phone Number		

WITNESS (IF APPLICABLE)				
Last Name	First	Middle	Title	Suffix
ADDRESS				
Street Address or P.O. Box				
City		State	Zip Code (+4 optional)	
County (if Florida address)		Country		
CONTACT INFORMATION				
Primary Phone Number		Alternate Phone Number		

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Complainant Sign Here: BY: /S/ MARK GUNDERSON, ESQ. Date: 10/30/2025

EXHIBIT # 1
PAGE # 13

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted]
Lic Type **1021 - PMW Professional Individual Occupational**
Expires On **06/30/2026**
File # **69436**
Name **Puckett, Andrea Leigh**
Extended To
License # **11772962**
Rank **PIND - Professional Individual Occupational**
Renewed On
Entity # **11772962**
Lic Status **Current**

Address

Street # **8216**
Street **NORTHWEST 4TH LANE**
Line 2
Line 3
City **OCALA**
State **FL**
Zip **34482**
Routing

Other

1st License Date **08/03/2023**
Rank Date **08/03/2023**
Certificate #
Method **I-S-1024**
Status Date **08/03/2023**
Certificate Date
Fee Exempt **No**
Birth Date [redacted]
Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	08/04/2020	
I	TBRD - Thoroughbred	08/04/2020	
L	326 - Palm Meadows	05/17/2024	
Y	3YR - 3 Year License	08/04/2020	

Alt Keys

BEST LIC NBR **11772962**

Get Adobe Reader.

EXHIBIT # 2
PAGE # 1

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jminaya**

VR Home > License Search > License Home > **Basic Entity Data**

Basic Entity Data | List of Addresses | List of Names

Lic Type **1021 - PMW Professional Individual Occupational** Entity # **11772962**

Fed Tax # [redacted] Fed Tax Type **SSN #** Name **Puckett, Andrea Leigh**

Last Name **Puckett** First **Andrea** Middle **Leigh**

Title Suffix Qualifier

Gender **F** Race **2 - White**

Driver License # Birth Date [redacted]

Mailing Address Private Address Preferred Name

Street # **8216** Street **NORTHWEST 4TH LANE**

Line 2

Line 3

City **OCALA** County **Marion**

Zip **34482** State **Florida** Country **United States**

Routing

Phone # **3014671492** Ext E-Mail **Turnback220@gmail.com**

Insp Region Receive Email

Updated **08/02/2023 16:26:38** By **ahall5**

Notes | Notes History | Fix | Change | Save | OK | Cancel | Back

Get Adobe Reader.

EXHIBIT #2
PAGE #2

Filing # 220140749 E-Filed 04/02/2025 12:11:39 PM

IN THE COUNTY COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

SMALL CLAIMS DIVISION

LORRAINE HORSE TRANS INC.
Plaintiff,

vs

DWIGHT and ANDREA PUCKETT,
jointly and severally
Defendants.
_____/

COMPLAINT

Plaintiff, LORRAINE HORSE TRANS INC. ("Plaintiff"), sues defendant, DWIGHT and ANDREA PUCKETT, jointly and severally, ("Defendanst") and alleges,

1. This is an action on an open account.

2. This Court has subject matter jurisdiction over this dispute because this complaint seeks damages of $8,000.00 or less exclusive of interest, attorneys' fees, and costs. §34.01(2) Fla. Stat.

3. Venue is proper in the 17th Judicial Circuit, in that Plaintiff's cause of action arose in Broward County Florida. §47.011 Fla. Stat.

4. Plaintiff conducts its business and maintains offices in Broward County and otherwise *sui juris.*

5. The Court has jurisdiction over the Defendants in that Plaintiff's cause of action against Defendant arises from Defendant operating, conducting, engaging in, or carrying on a business or business venture in this state, breaching a contract in this state by failing to perform acts required by the contract to be performed in this state, and/or Defendants' substantial and not isolated activity within this state. §48.193 Fla. Stat.

6. Service is alternatively made (if applicable) via substituted service on the Secretary for the State of Florida in accordance with §48.161 Fla. Stat. or §48.181 Fla. Stat. in that Defendant(s) were residents of this state and subsequently became nonresident(s) of this state or has concealed his whereabouts.

7. **Defendants owe Plaintiff $1,200.00** that is due with interest since February 28, 2025 based on an agreement for goods and services that were sold and delivered at an agreed upon price, **directly related to horse racing being conducted at a pari-mutuel facility**. See Exhibit A.

8. Plaintiff is entitled to prevailing party attorney fees pursuant to agreement between the parties.

WHEREFORE, Plaintiff demands judgment for damages, attorney fees and costs against Defendant.

MARK GUNDERSON, P.L.
Attorney for Plaintiff
2510 SW 18 Street
Fort Lauderdale Florida 33312
(954) 288-1001; (954) 791-6154 Fax
mgunderson@mindspring.com
/s/ Mark Gunderson FBN: 0842141

Law Office of
Mark Gunderson, PL
Attorney ♦ CPA

2510 SW 18 Street ♦ Fort Lauderdale, Florida 33312
phone: (954) 288-1001 ♦ fax: (954) 791-6154 ♦ e-mail: mgunderson@mindspring.com

FINAL DEMAND

Via US Mail and Certified Mail 9589 0710 5270 2111 2624 97

March 3, 2025

Dwight and Andrea Puckett
8216 NW 4th Lane
Ocala, FL 34482

Re: Outstanding Account Balance - $1,200.00 (see attached).

Dear Mr. & Mrs. Puckett,

I represent Lorraine Horse Trans Inc. who provided you with horse vanning services for which no payment has been receivved within the past 60 days. Accordingly, my client has turned this account over to my office for collection.

My client hopes to continue your good business relationship, however at this point they insist on payment. You may

1. **Pay the entire balance within 10 days from the date of this final demand, by remitting payment to their office as shown on their invoice(s)**
2. **Call my office, at the number shown in the caption of this letter, if you are disputing the invoice(s) or requesting a payment plan.**

If you elect either method, my client will not seek additional costs of collection.

If it is necessary to file a court action to collect the balance my client will seek attorney fees, court costs, and pre and post judgment interest on your account balance.

Please arrange for payment within the next 10 days or A COURT ACTION WILL BE FILED WITHOUT ADDITIONAL NOTICE.

If you have questions, please call.

/s/ Mark Gunderson, Esq.

Cc. Client

EXHIBIT #3
PAGE # 2

Exhbit A 1/7

LORRAINE HORSE TRANS INC
PO BOX 773657
OCALA FL 34477-3657
800-423-5935 ext. 2
781-858-8570 Mike

Statement

Date
2/28/2025

DWIGHT and ANDREA PUCKETT
EMAIL INVOICES
8216 NW 4TH LANE
OCALA FL 34482

TURNBACK2200@gmail.com
ANDREA - 301-467-1492
DWIGHT - 301-367-8618

Account #
40029

Amount Due	Amt Enclosed
$1,200.00	

Date	Transaction	Amount	Balance
06/01/2023	INV #217602. Orig. Amount $300.00.	300.00	300.00
08/28/2023	INV #220160. Orig. Amount $300.00.	300.00	600.00
09/27/2023	INV #220743. Orig. Amount $300.00.	300.00	900.00
10/25/2023	INV #221591. Orig. Amount $300.00.	300.00	1,200.00

ALL INVOICE TERMS ARE DUE UPON RECEIPT. OVERDUE BALANCES WILL BE CHARGED INTEREST AT 1.5% PER MONTH. FAX (352) 622-9573. THERE IS A $20 MINIMUM INVOICE CHARGE. *WE ACCEPT MOST MAJOR CREDIT CARDS*

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	1,200.00	**$1,200.00**

EXHIBIT #3
PAGE #3

Exhbit A 2/7

LORRAINE HORSE TRANS INC
PO BOX 773657
OCALA FL 34477-3657
800-423-5935 ext. 2
781-858-8570 Mike

INVOICE

DATE:	INVOICE #
10/25/2023	221591

Account #
40029

TO:

DWIGHT and ANDREA PUCKETT
EMAIL INVOICES
8216 NW 4TH LANE
OCALA FL 34482

TERMS	DUE DATE
Due on receipt	10/25/2023

Ship Date	BOL#	Horse Name	Received At	Consigned To	Description	Amount
10/15/2023	133258	What a Knockout	A. Puckett - Gulf PK	D. Puckett - Ocala, FL	1.5 Shuttle Shipment	300.00
					Total	$300.00
					Payments/Credits	$0.00

ALL INVOICE TERMS ARE DUE UPON RECEIPT. OVERDUE BALANCES WILL BE CHARGED INTEREST AT 1.5% PER MONTH. FAX (352) 622-9573. THERE IS A $20 MINIMUM INVOICE CHARGE. *WE ACCEPT MOST MAJOR CREDIT CARDS*	**Balance Due**	**$300.00**

EXHIBIT #3
PAGE #4

Exhbit A 3/7

LORRAINE HORSE TRANS INC
PO BOX 773657
OCALA FL 34477-3657
800-423-5935 ext. 2
781-858-8570 Mike

INVOICE

DATE:	INVOICE #
9/27/2023	220743

Account #
40029

TO:

DWIGHT and ANDREA PUCKETT
EMAIL INVOICES
8216 NW 4TH LANE
OCALA FL 34482

TERMS	DUE DATE
Due on receipt	9/27/2023

Ship Date	BOL#	Horse Name	Received At	Consigned To	Description	Amount
9/19/2023	125780	What a Knockout	A. Puckett - Gulf PK	D. Puckett - Ocala, FL	1.5 Shuttle Shipment	300.00
					Total	$300.00
					Payments/Credits	$0.00

ALL INVOICE TERMS ARE DUE UPON RECEIPT. OVERDUE BALANCES WILL BE CHARGED INTEREST AT 1.5% PER MONTH. FAX (352) 622-9573. THERE IS A $20 MINIMUM INVOICE CHARGE. *WE ACCEPT MOST MAJOR CREDIT CARDS*	**Balance Due**	**$300.00**

EXHIBIT # 3
PAGE #5

Exhbit A 4/7

LORRAINE HORSE TRANS INC
PO BOX 773657
OCALA FL 34477-3657
800-423-5935 ext. 2
781-858-8570 Mike

INVOICE

DATE:	INVOICE #
8/28/2023	220160

Account #
40029

TO:

DWIGHT and ANDREA PUCKETT
EMAIL INVOICES
8216 NW 4TH LANE
OCALA FL 34482

TERMS	DUE DATE
Due on receipt	8/28/2023

Ship Date	BOL#	Horse Name	Received At	Consigned To	Description	Amount
8/22/2023	114979	What a Knockout	A. Puckett - Gulf PK	D. Puckett - Ocala, FL	1.5 Shuttle Shipment	300.00
					Total	$300.00
					Payments/Credits	$0.00

ALL INVOICE TERMS ARE DUE UPON RECEIPT. OVERDUE BALANCES WILL BE CHARGED INTEREST AT 1.5% PER MONTH. FAX (352) 622-9573. THERE IS A $20 MINIMUM INVOICE CHARGE. *WE ACCEPT MOST MAJOR CREDIT CARDS*	**Balance Due**	**$300.00**

EXHIBIT # 3
PAGE # 6

Exhbit A 5/7

LORRAINE HORSE TRANS INC
PO BOX 773657
OCALA FL 34477-3657
800-423-5935 ext. 2
781-858-8570 Mike

INVOICE

DATE:	INVOICE #
6/1/2023	217602

Account #
40029

TO:

DWIGHT and ANDREA PUCKETT
EMAIL INVOICES
8216 NW 4TH LANE
OCALA FL 34482

TERMS	DUE DATE
Due on receipt	6/1/2023

Ship Date	BOL#	Horse Name	Received At	Consigned To	Description	Amount
5/24/2023	130830	Whata Knockout	A. Puckett - Ocala, FL	D. Puckett - Gulf PK	1.5 Shuttle Shipment	300.00
					Total	$300.00
					Payments/Credits	$0.00

ALL INVOICE TERMS ARE DUE UPON RECEIPT. OVERDUE BALANCES WILL BE CHARGED INTEREST AT 1.5% PER MONTH. FAX (352) 622-9573. THERE IS A $20 MINIMUM INVOICE CHARGE. *WE ACCEPT MOST MAJOR CREDIT CARDS*	**Balance Due**	**$300.00**

EXHIBIT #3
PAGE #7

Thank you for printing our content at www.equibase.com. Please check back soon for daily updates.

Horse Profile

www.equibase.com

What a Knockout (KY)

TB, B, M, FOALED FEBRUARY 17, 2018
(FLAT OUT - PRETTY COZZENE, BY COZZENE)

CONNECTIONS AS OF LAST START:
Jockey: Jorge Ruiz
Trainer: Dwight E. Puckett
Owner: Andrea Puckett
Breeder: Christine Mcclain

BUYER / CONSIGNOR (MOST RECENT):
Sold to Andrea Puckett
Consigned by Camelot Acres Racing & Sales

2025 STATISTICS*

Starts	Firsts	Seconds	Thirds	Earnings
3	0	2	0	$9,400

CAREER STATISTICS*

Starts	Firsts	Seconds	Thirds	Earnings
46	2	9	5	$68,471

See Complete Stats
Add to Virtual Stable ☐
+ Add to Compare ☐

*All statistics on this page include results from all countries as available within the Equibase database.

Statistics **Results** **Workouts** **Auction History**

Track	Date	Race	Race Type	Breed	Finish	E	Chart	Video
Gulfstream Park	2/27/2025	3	Claiming	TB	4	72		
Gulfstream Park	2/2/2025	4	Claiming	TB	2	77		
Gulfstream Park	1/5/2025	2	Claiming	TB	2	63		
Gulfstream Park	12/8/2024	8	Claiming	TB	7	62		

Exhibit A 7/7

Track	Date	Race	Race Type	Breed	Finish	E	Comment	Video
Gulfstream Park	11/17/2024	5	Claiming	TB	8	55		
Gulfstream Park	10/27/2024	7	Claiming	TB	6	43		
Gulfstream Park	7/14/2024	3	Claiming	TB	8	38		
Gulfstream Park	5/26/2024	3	Claiming	TB	5	55		
Tampa Bay	4/17/2024	2	Claiming	TB	5	53		
Tampa Bay	3/2/2024	7	Claiming	TB	2	72		
Gulfstream Park	2/8/2024	3	Claiming	TB	4	68		
Tampa Bay	1/17/2024	10	Claiming	TB	7	53		
Tampa Bay	12/29/2023	4	Claiming	TB	3	74		
Tampa Bay	12/16/2023	1	Claiming	TB	5	57		
Tampa Bay	11/25/2023	1	Claiming	TB	4	72		
Gulfstream Park	10/13/2023	3	Claiming	TB	3	72		
Gulfstream Park	9/17/2023	6	Claiming	TB	2	63		
Gulfstream Park	8/20/2023	4	Claiming	TB	5	60		
Gulfstream Park	7/21/2023	5	Claiming	TB	6	46		
Gulfstream Park	6/23/2023	2	Claiming	TB	2	72		
Gulfstream Park	5/25/2023	3	Claiming	TB	4	68		
Tampa Bay	5/3/2023	7	Claiming	TB	2	68		
Tampa Bay	4/16/2023	5	Claiming	TB	4	67		
Tampa Bay	3/3/2023	9	Claiming	TB	8	66		
Tampa Bay	1/22/2023	4	Claiming	TB	1	64		
Tampa Bay	1/6/2023	4	Claiming	TB	2	71		
Tampa Bay	12/2/2022	3	Maiden Claiming	TB	1	62		
Gulfstream Park	10/28/2022	1	Maiden Claiming	TB	4	46		
Gulfstream Park	9/23/2022	1	Maiden Claiming	TB	4	51		
Gulfstream Park	8/21/2022	2	Maiden Claiming	TB	2	47		
Gulfstream Park	7/24/2022	11	Maiden Claiming	TB	6	70		
Tampa Bay	6/30/2022	1	Maiden Claiming	TB	4	63		
Gulfstream Park	5/29/2022	5	Maiden Claiming	TB	9	60		
Tampa Bay	4/27/2022	3	Maiden Claiming	TB	8	56		
Tampa Bay	7/1/2021	3	Maiden Claiming	TB	3	57		
Gulfstream Park	6/19/2021	7	Maiden Claiming	TB	3	64		
Tampa Bay	4/28/2021	3	Maiden Claiming	TB	2	63		
Tampa Bay	4/17/2021	6	Maiden Claiming	TB	5	62		
Tampa Bay	3/31/2021	3	Maiden Claiming	TB	6	52		
Tampa Bay	3/5/2021	4	Maiden Claiming	TB	4	33		
Tampa Bay	2/21/2021	8	Maiden Claiming	TB	5	43		
Tampa Bay	2/12/2021	9	Maiden Claiming	TB	8	33		
Tampa Bay	1/16/2021	5	Maiden Claiming	TB	3	45		
Tampa Bay	12/30/2020	8	Maiden Claiming	TB	5	37		
Gulfstream Park West	10/9/2020	1	Maiden Claiming	TB	11	14		
Gulfstream Park	9/4/2020	6	Maiden Claiming	TB	8	0		

FLORIDA GAMING CONTROL COMMISSION

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 954.202.3900 • Fax: 954.202.3930

Alana Zimmer, Executive Director

Ron DeSantis, Governor

DIVISION OF PARI-MUTUEL WAGERING
LICENSE ACTION REQUEST FORM

To: Licensing Administrator

From: Investigator Minaya

Date: November 3, 2025

X	PLEASE **ADD ALERT**: Contact Investigations Prior to Licensing
	PLEASE **REMOVE** ALERT FROM LICENSE RECORD

License number and type: 11772962 - 1021

Last Name: PUCKETT First Name: ANDREA L

DOB: [redacted] SS#: [redacted]

Reason for Addition/Removal of Alert: **DO NOT LICENSE!** Unsatisfied Final Judgment pending against Andrea Leigh Puckett, in favor of Lorraine Horse Trans Inc., Case # COCE-25-021597, Division 51, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $2,631.83 plus 8.90% interest per year.

Responsible Party: Inv. Sup Minaya Case Number: 2025 07 9385

Approved by:_____ Date _____

Added/Removed by:_____ Date November 3, 2025

Revised 12/08

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **jminaya**

Search Criteria | Results | Detail

Modifier Type	**A - Alert**
Modifier	**ENFO - Enforcemt Alert**
Effective	**11/03/2025**
Expires	**-**
Additional Info :	
Prompt	
Value	
Notes	**DO NOT LICENSE! Unsatisfied Final Judgment pending against Andrea Leigh Puckett, in favor of Lorraine Horse Trans Inc., Case # COCE-25-021597, Division 51, in the Circuit Court of the 17th Judicial Court in Broward County, Florida, in the amount of $2,631.83 plus 8.90% interest per year.**
Updated	**11/03/2025 10:43:17**
By	**jminaya**

Notes History

Change

Delete

Save

Cancel

< >

Add | Back

Get Adobe Reader.

EXHIBIT #4
PAGE #2

EXHIBIT
5

Supporting Documents/ Correspondence

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Alyssa Carly Avellan Case No. 2026-001589; Recommended Order
Date:	July 27, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint against Alyssa Carly Avellan (Respondent) seeking a final order imposing against Respondent one or more of the penalties specified in Section 849.086(14), Florida Statutes. Respondent requested an informal hearing, which was held on June 17, 2026. On July 24, 2026, the hearing officer issued an amended recommended order recommending that the Florida Gaming Control Commission enter a final order imposing a fine of $150. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's amended recommended order and imposing a fine of $150 on Respondent.

Relevant Facts

At all times material hereto, Respondent held a cardroom employee occupational license, and worked as a cage cashier/host at TGT Poker & Racebook. On January 7, 2026, Commission staff conducted an inspection at TGT Poker & Racebook and observed that Respondent left a cashier's cage door open, allowing access to other individuals not authorized pursuant to Rule 75-11.012(9) of the Florida Administrative Code.

Based on the foregoing, the Division filed a one-count Administrative Complaint alleging Respondent violated Rule 75-11.031(2)(c) by not keeping the cashier's cage a secure area where access is limited to those persons authorized pursuant to section 75-11.012(9), F.A.C. The Administrative Complaint seeks a final order imposing against Respondent one or more of the penalties specified in Section 849.086(14). On April 29, 2026, Respondent requested an informal hearing pursuant to Section 120.57(2). An informal hearing was held on June 17, 2026. On July 24, 2026, the hearing officer issued an amended recommended order recommending that the Florida Gaming Control Commission enter a final order imposing a fine of $150. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming

Control Commission enter a final order adopting the hearing officer's amended recommended order and imposing a fine of $150 on Respondent.

Analysis

Rule 75-11.031(2) provides, in relevant part:

> (2) The cage shall be constructed to provide security for the materials housed and the activities performed therein, and shall, at a minimum, be:
> […]
> (c) A secure area where access is limited to those persons authorized pursuant to subsection 75-11.012(9), F.A.C. […]

Section 849.086(14) provides, in relevant part:

> (a) The Commission may deny a license or the renewal thereof, or may suspend or revoke any license, when the applicant has: violated or failed to comply with the provisions of this section or any rules adopted pursuant thereto; knowingly caused, aided, abetted, or conspired with another to cause any person to violate this section or any rules adopted pursuant thereto; or obtained a license or permit by fraud, misrepresentation, or concealment
> […]
> (c) The commission may impose an administrative fine for a violation under this chapter of not more than $1,000 for each count or separate offense, except as otherwise provided in this chapter, and may suspend or revoke a permit, a pari-mutuel license, or an occupational license for a violation under this chapter […]

Due to violation of Rule 75-11.031(2), Respondent is subject to one or more of the penalties specified in Section 849.086(14).

<u>Staff Recommendation</u>: The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's amended recommended order and imposing a fine of $150 on Respondent, Alyssa Carly Avellan.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/24/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-001589

ALYSSA CARLY AVELLAN,

Respondent.
_____/

HEARING OFFICER'S AMENDED RECOMMENDED ORDER[1]

THIS MATTER came before Shireen Anbardan, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on June 17, 2026, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the petition for hearing by Alyssa Carly Avellan ("Respondent") in response to the Commission's Administrative Complaint filed in FGCC Case Number 2026-001589. Carmine Pisano, Senior Attorney, represented the Commission. Respondent appeared *pro se.* The hearing was held telephonically. Both sides were permitted to present witnesses, proffer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about April 3, 2026, the Commission's Division of Pari-Mutuel Wagering (the "Division") filed an administrative complaint (the "Administrative Complaint") alleging that Respondent violated rule 75-11.031(2)(c), Florida Administrative Code.

[1] The Hearing Officer's Recommended Order filed on July 20, 2026 is amended to correct a scrivener's error.

2. On or about April 29, 2026, Respondent requested an informal hearing pursuant to section 120.57(2), Florida Statutes.

3. The informal hearing was scheduled for June 17, 2026.

THE JUNE 17, 2026, INFORMAL HEARING

4. A hearing pursuant to section 120.57(2), Florida Statutes, was held on June 17, 2026. During this hearing, the Commission presented the issues raised in the Administrative Complaint. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Administrative Complaint as the undisputed facts in the case and accepted the investigative packet into the record.

5. The investigative report contained within the investigative packet alleged that on or about January 7, 2026, during a routine cardroom inspection, it was observed that Respondent left the cashiers' cage access door open and unsecured, allowing access to other individuals not authorized pursuant to rule 75-11.012(9), Florida Administrative Code.

6. The investigative report further alleged that Respondent had been previously instructed by management to keep the cashiers' cage access door secured but continued to leave it open and unsecured.

7. At the hearing, Respondent testified that she has worked at the facility for approximately five years and has always kept the door to the cashiers' cage shut.

8. Respondent further testified that she believed that she had properly shut the door to the cashiers' cage, but that it must have gotten caught, preventing it from closing completely.

9. Respondent stated that she believed that it would not be fair for her license to be suspended or revoked or to be fined because she was unaware that the door had not locked completely.

10. When asked if there had been other instances where she was asked to ensure the door was fully closed, Respondent answered that there were none.

FINDINGS OF FACT

11. At all times pertinent to the allegations contained herein, Respondent held a Pari-Mutuel Cardroom Employee Occupational License, number 9899026, issued pursuant to section 849.086(6), Florida Statutes.

12. Respondent has no prior violations.

13. On or about January 7, 2026, Respondent violated rule 75-11.0031(2)(c), Florida Administrative Code, by failing to ensure that access to the cashiers' cage was a secure area limited to those persons authorized pursuant to rule 75-11.012(9), Florida Administrative Code.

14. There is competent substantial evidence to support the foregoing findings of fact.

CONCLUSIONS OF LAW

15. The Hearing Officer has jurisdiction over this matter and the parties pursuant to section 120.57(2), Florida Statutes.

16. The Commission has jurisdiction over this matter under chapters 120, 550, and 849 Florida Statutes.

17. Section 849.086(14), Florida Statutes, states in relevant part:

> (a) The commission may deny a license or the renewal thereof, or may suspend or revoke any license, when the applicant has: violated or failed to comply with the provisions of this section or any rules adopted pursuant thereto; knowingly caused, aided, abetted, or conspired with another to cause any person to violate this section or any rules adopted pursuant thereto; or obtained a license or permit by fraud, misrepresentation, or concealment; or if the holder of such license or permit is no longer eligible under this section.
>
> . . .
>
> (c) Notwithstanding any other provision of this section, the commission may impose an administrative fine not to exceed $1,000

> for each violation against any person who has violated or failed to comply with the provisions of this section or any rules adopted pursuant thereto.

18. There is competent, substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

WHEREFORE, based on the Findings of Fact and Conclusions of Law, it is hereby recommended that the Florida Gaming Control Commission enter a Final Order imposing a fine of $150.

This Recommended Order in FGCC Case Number 2026-001589 is submitted on this 24th day of July 2026.

Shireen Anbardan
Hearing Officer
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 24th day of July 2026, that a true copy of the foregoing "Hearing Officer's Amended Recommended Order" has been provided by email to:

Alyssa Carly Avellan
27420 Breakers Drive
Wesley Chapel, FL 33544
AlyssaAvellan@yahoo.com

Carmine Pisano
Senior Attorney
Counsel for Petitioner
Carmine.Pisano@flgaming.gov

Clerk of the Commission
FLORIDA GAMING CONTROL COMMISSION

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

June 1, 2026

Alyssa Carly Avellan
27420 Breakers Drive
Wesley Chapel, Florida 33544

RE: FGCC v. ALYSSA CARLY AVELLAN
Case No.: 2026-001589

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Wednesday, June 17, 2026, at 12:00 PM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location, and instructions for the hearing. A copy of the Commission's case file has been emailed and mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Shireen.Anbardan@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

Please note: If you choose not to attend the hearing in person or by video conference, we will conduct the hearing telephonically; you will be contacted **between 12:00 PM and 12:15 PM (EST) at the following number: (813) 810-5210.** Please contact me as soon as possible to provide a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line **will result in the hearing proceeding without you**.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within 90 days after the date of the hearing. The Final Order is the **final** agency action and will resolve your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at (850) 794-8072 or Ebonie.Lanier@flgaming.gov.

Sincerely,

/s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
(850) 794-8072

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1.....Notice of Hearing

Exhibit 2.....Election of Rights

Exhibit 3.....Administrative Complaint

Exhibit 4.....Report of Investigation

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No..: 2026-001589

ALYSSA CARLY AVELLAN,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Alyssa Carly Avellan
27420 Breakers Drive
Wesley Chapel, Florida 33544
AlyssaAvellan@yahoo.com

YOU ARE HEREBY NOTIFIED that the Florida Gaming Control Commission's designated Hearing Officer will conduct a hearing on this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present testimony, you must attend the hearing. The hearing is scheduled for **Wednesday, June 17, 2026. The Hearing Officer will call you at (813) 810-5210 sometime between 12:00 PM – 12:15 PM. (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the call, promptly return a voicemail, or maintain an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Ebonie.Lanier@flgaming.gov or by telephone at (850) 794-8072, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will be held by telephone only by default. You may also provide written or oral evidence or have witnesses testify on your behalf. Any written evidence you wish to present to the Hearing Officer, as well as the names and contact information of any witnesses you

plan to call at the hearing, should be emailed to Shireen.Anbardan@flgaming.gov and Carmine.Pisano@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Shireen.Anbardan@flgaming.gov and Opposing Counsel at Carmine.Pisano@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named parties via email and certified mail, on this 1st day of June, 2026.

By: /s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8072
Facsimile: (850) 536-8712
Ebonie.Lanier@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier in the Office of General Counsel by email at Ebonie.Lanier@flgaming.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Ebonie Lanier

From: Alyssa Avellan <alyssaavellan@yahoo.com>
Sent: Thursday, May 28, 2026 5:57 PM
To: Ebonie Lanier
Subject: Re: Informal Hearing Scheduling - 2026001589 - AVELLAN, ALYSSA CARLY

Hello, Wednesday, June 17th will be fine. Preferably at 12pm if at all possible, that is my lunch break at work. Is this a zoom/phone hearing? Thank you, Alyssa Avellan

Sent from Yahoo Mail for iPhone

On Thursday, May 28, 2026, 4:39 PM, Ebonie Lanier <Ebonie.Lanier@flgaming.gov> wrote:

> Good Afternoon,
>
> I am reaching out regarding FGCC Case No. 2026001589 – FGCC v. AVELLAN, ALYSSA CARLY
>
> The above-referenced case has been placed on the agenda for the **June 2026** Informal Hearings. Informal hearings will be conducted during the **morning and afternoon** sessions on **Tuesday, June 16, 2026, and Wednesday, June 17, 2026.**
>
> Please respond no later than **4:00 PM tomorrow,** indicating which day you would prefer for your informal hearing. Once the hearing date has been established, a formal Notice of Hearing will be issued with your assigned time.
>
> Thanks,
>
> -Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier

Administrative Assistant III

Office of the General Counsel

Office: (850) 794-8072

Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient,

you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the

intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/29/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

EXHIBIT 2

FGCC v. AVELLAN, ALYSSA CARLY **CASE NO.: 2026-001589**

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☒ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

Alyssa Avellan	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
27420 Breakers Dr.	
Street Address	Street Address (where service shall be made)
Wesley Chapel FL 33544	
City State Zip	City State Zip
813-810-5210	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
Alyssaavellan@yahoo.com	
E-mail	E-mail
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

From: Alyssa Avellan
To: Clerk
Subject: Re: Election of Rights - Case No. 2026-001589
Date: Wednesday, April 29, 2026 10:28:10 AM

> You don't often get email from alyssaavellan@yahoo.com. Learn why this is important

Also, the address I presented will be my new address as of May 1st. I am currently in the process of finalizing lease and moving in. Thank you.

Sent from Yahoo Mail for iPhone

On Wednesday, April 29, 2026, 10:16 AM, Alyssa Avellan <alyssaavellan@yahoo.com> wrote:

> Please find my completed Election of Rights form attached.
> Call or e-mail confirmation of receiving please.
>
> Thank you,
>
> Alyssa Avellan
> Case No: 2026-001589

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D' AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

April 8, 2026

Alyssa Carly Avellan
6302 Markstown Drive, Apt. A
Tampa, FL 33617

Case No.: **2026-001589**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Alyssa Carly Avellan:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/03/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-001589

ALYSSA CARLY AVELLAN,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Alyssa Carly Avellan ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

2. At all times material hereto, Respondent held a Cardroom Employee Occupational License, number 9899026, issued pursuant to section 849.086(6), Florida Statutes.

3. At all times material hereto, Respondent worked as a cage cashier/host at TGT Poker & Racebook.

4. At all times material hereto, TGT Poker & Racebook was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

5. During a routine inspection on or about January 7, 2026, Commission staff observed Respondent left a cashier's cage door open allowing access to other individual not authorized pursuant to 75-11.012(9), Florida Administrative Code.

6. Rule 75-11.031(2)(c), Florida Administrative Code, states, in pertinent part, the cage … shall, at a minimum, be "[a] secure area where access is limited to those persons authorized pursuant to subsection 75-11.012(9), F.A.C."

7. Based on the foregoing, Respondent violated rule 75-11.031(2)(c), Florida Administrative Code, by failing to ensure that access to the cashier cage was a secure area limited to those persons authorized pursuant to rule 75-11.012(9), Florida Administrative Code, on or about January 7, 2026.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 849.086(14), Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-001589 is signed this 2nd day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to Rule 28-106.2015, Florida Administrative Code. Pursuant to Rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/03/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

EXHIBIT
3

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-001589

ALYSSA CARLY AVELLAN,

Respondent.
_____/

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7. Based on the foregoing, Respondent violated rule 75-11.031(2)(c), Florida Administrative Code, by failing to ensure that access to the cashier cage was a secure area limited to those persons authorized pursuant to rule 75-11.012(9), Florida Administrative Code, on or about January 7, 2026.

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This Administrative Complaint for FGCC Case Number 2026-001589 is signed this 2nd day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

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Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

Ebonie Lanier

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
To: alyssaavellan@yahoo.com
Sent: Wednesday, April 8, 2026 5:23 PM
Subject: Relayed: Florida Gaming Control Commission - 2026001589

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

alyssaavellan@yahoo.com (alyssaavellan@yahoo.com)

Subject: Florida Gaming Control Commission - 2026001589

Florida Gaming Control Commi...

Ebonie Lanier

From: Ebonie Lanier
Sent: Wednesday, April 8, 2026 5:23 PM
To: alyssaavellan@yahoo.com
Subject: Florida Gaming Control Commission - 2026001589
Attachments: AVELLAN-2026001589 -.pdf

Good Afternoon Alyssa C. Avellan,

Please see the attached document regarding FGCC Case No. 2026001589

Thanks,
-Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

April 8, 2026

Alyssa Carly Avellan
6302 Markstown Drive, Apt. A
Tampa, FL 33617

Case No.: **2026-001589**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Alyssa Carly Avellan:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

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Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

EXHIBIT 4

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **cstubbs1**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1012 - Cardroom Employee Occupational**	Status	**90 Closed**	Status Date	**01/29/2026**
Complaint #	**2026001589**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**AVELLAN, ALYSSA CARLY**	Responsible	**rsamson - SAMSON, RANDA**

Private Case

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**V-C - Cardroom Violations**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**01/07/2026**
Region	**CR - Central Region**	Received	**01/08/2026**
Reference	**75-11.031(2)(a)(b)(c)**		
Entered	**01/08/2026**	Entered By	**cstubbs1**
Summary	**140 - Tampa Greyhound - F.S.S. 75-11.031(2)(a)(b)(c) Cashiers' Cage - On January 7, 2026, during a routine quarterly/bi-weekly cardroom inspection at Tampa Greyhound Track, it was observed that Alyssa Carly Avellan, a Host/Cage Cashier, repeatedly left the cashiers' cage access door unsecured and open. This condition resulted in the cage not being fully enclosed as required under Rule 75-11.031(2), F.A.C., which mandates that the cage be fully enclosed except for designated openings used for the exchange of cash, chips, records, and documents with the public.**		
Updated	**01/29/2026 15:39:44**	By	**cstubbs1**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

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Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 954.202.3900 • Fax: 954.202.3930

Alana Zimmer, Executive Director **Ron DeSantis,** Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**January 8, 2026**	**2026 00 1589**

Respondent:	Complainant:
AVELLAN, ALYSSA CARLY **6302 MARKSTOWN DR APT. A** **TAMPA, FL. 33617** **TEL:(813)810-5210**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
9899026 / 1012	**CAGE CASHIER / HOST**	**January 22, 2026**

Period of Investigation:	Type of Report:
January 7, 2026 – January 22, 2026	**FINAL**

Alleged Violation: 75-11.031 Cashiers' Cage.

(2) The cage shall be constructed to provide security for the materials housed and the activities performed therein and shall, at a minimum, be:

(a) Fully enclosed, except for openings through which cash, chips, records, and documents can be exchanged with the public;

(b) Accessible only through a solid reinforced entrance door equipped with locks or electronic access controls; and

(c) A secure area where access is limited to those persons authorized pursuant to subsection 75-11.012(9), F.A.C.

Synopsis: On January 7, 2026, during a routine cardroom inspection at Tampa Greyhound Track, it was observed that Alyssa Carly Avellan, Host/Cage Cashier, left the cashiers' cage access door open and unsecured, resulting in the cage not being fully enclosed as required by F.A.C. Rule 75-11.031(2)(a), which mandates that the cashiers' cage remain fully enclosed except for designated public exchange openings.

Related Case(s):

Investigator	Investigator Supervisor
/s/ Randa Samson Randa Samson / January 22, 2026	/s/ C. Derek Washington C. Derek Washington / January 28, 2026

Chief of Investigations

Julio Minaya for
Bradford D. Jones / January 29, 2026

CONTINUATION

On January 7, 2026, during a routine quarterly/bi-weekly cardroom inspection at Tampa Greyhound Track, it was observed that **ALYSSA CARLY AVELLAN** (PMW LIC #9899026), a Host/Cage Cashier, left the cashier's cage access door unsecured and partially open after being instructed by her supervisor, Poker Room Floor Manager Matthew Bennet (PMW LIC #7910238), to secure it.

Prior to the instruction from the Floor Manager, **AVELLAN** saw me enter the poker room and approach the cage access door. Although she attempted to close it, the door remained ajar. When a dealer requested chips, **AVELLAN** exited the cage, leaving the door open and unsecured **(Exhibit #2).**

As a result, the cage was not fully enclosed except for designated openings for exchanging cash, chips, records, and documents, in violation of F.A.C. Rule 75-11.031(2)(a). The unsecured door also rendered the cage accessible without a secured entrance, in violation of Rule 75-11.031(2)(b), and compromised the cage as a restricted area, in violation of Rule 75-11.031(2)(c). These actions constitute violations of Rule 75-11.031(2)(a)(b), and (c) **(Exhibit #2).**

A check of Versa Regulation Enforcement database showed no prior violations of the above-stated Rule 75-11.031(2). Despite having no prior violations, **AVELLAN** was instructed by management to keep the cashiers' cage access door secured but continued to leave it open and unsecured. Due to **AVELLAN'S** continued noncompliance despite management's direction, this matter will be referred to Legal for review rather than addressed with a warning.

Case Status: Investigation case closed, and case referred to Legal for review

CONTINUATION

TABLE OF CONTENTS

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II. INVESTIGATIVE REPORT …… 1-3

III. EXHIBITS

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2. PHOTOS…… 1-4

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **cstubbs1**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted] Lic Type **1012 - Cardroom Employee Occupational** Expires On **06/30/2028**

File # **11796** Name **AVELLAN, ALYSSA CARLY** Extended To

License # **9899026** Rank **CEMP - Cardroom Employee Occupational** Renewed On **06/22/2022**

Entity # **9899026** Lic Status **Lic Expired**

Address

Street # **6302** Street **MARKSTOWN DR. APT A**

Line 2

Line 3

City **TAMPA** State **FL** Zip **33617**

Routing

Other

1st License Date **07/23/2025** Rank Date **07/23/2025** Certificate #

Method **I-S-1024** Status Date **07/23/2025** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	BRUS - Brush	09/06/2019	
I	TBRD - Thoroughbred	07/01/2025	
L	320 - Tampa Bay Downs	07/01/2025	
Y	3YR - 3 Year License	09/06/2019	

Alt Keys

BEST LIC NBR **9899026**

Get Adobe Reader.

EXHIBIT #1
PAGE 1/1

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Justin Hundersmarck, Senior Attorney
Re:	FGCC v. Tena M. Birdwell Case No. 2026-012185; Recommended Order
Date:	July 23, 2026

Executive Summary

The Division of Pari-Mutuel Wagering (Division) filed an Administrative Complaint against Tena M. Birdwell (Respondent) seeking a final order imposing against Respondent one or more of the penalties specified in Section 550.0251(10), Florida Statutes. On April 29, 2026, Respondent requested an informal hearing pursuant, which was held on June 17, 2026. On July 20, 2026, the hearing officer issued a recommended order recommending that the Florida Gaming Control Commission enter a final order imposing a fine of $100. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and imposing a fine of $100 on Respondent.

Relevant Facts

At all times material hereto, Respondent held a pari-mutuel professional individual occupational license and worked as a trainer at Tampa Bay Downs. On February 17, 2026, Commission staff conducted an inspection at Tampa Bay Downs and found that Respondent allowed an unlicensed individual to reside and work as a groom/owner within Respondent's stables, knowing he did not have a valid occupational license. On the same date, Commission staff contacted Respondent and she verified that she was aware that the groom/owner did not have a valid occupational license.

Based on the foregoing, the Division filed an Administrative Complaint alleging Respondent violated Rule 75-2.005 of the Florida Administrative Code, by permitting an unlicensed individual to reside and work in Respondent's stables, thereby aiding and abetting a violation of Section 550.105(4). The Administrative Complaint seeks a final order imposing against Respondent one or more of the penalties specified in Section 550.0251(10).

On April 29, 2026, Respondent requested an informal hearing under Section 120.57(2). An informal hearing was held on June 17, 2026. On July 20, 2026, the hearing officer issued a recommended order recommending that the Florida Gaming Control Commission enter a final order imposing a fine of $100. Therefore, the Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's recommended order and imposing a fine of $100 on Respondent.

Analysis

Rule 75-2.005 provides:

> No person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in a violation of Chapter 550. F.S., or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own.

Section 550.105(4) provides:

> It is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee.

Section 550.0251(10) provides, in relevant part:

> The commission may impose an administrative fine for a violation under this chapter of not more than $1,000 for each count or separate offense, except as otherwise provided in this chapter, and may suspend or revoke a permit, a pari-mutuel license, or an occupational license for a violation under this chapter […]

<u>Staff Recommendation</u>: The Division of Pari-Mutuel Wagering requests that the Florida Gaming Control Commission enter a final order adopting the hearing officer's Recommended Order and imposing a fine of $100 on Respondent, Tena M. Birdwell.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/20/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-012185

TENA M. BIRDWELL,

Respondent.
_____/

HEARING OFFICER'S RECOMMENDED ORDER

THIS MATTER came before Shireen Anbardan, designated Hearing Officer for the Florida Gaming Control Commission ("Commission"), on June 17, 2026, in Tallahassee, Florida, in accordance with the provisions of sections 120.569 and 120.57(2), Florida Statutes, for consideration of the petition for hearing by Tena M. Birdwell ("Respondent") in response to the Commission's Administrative Complaint filed in FGCC Case Number 2026-012185. Carmine Pisano, Senior Attorney, represented the Commission. Respondent appeared *pro se.* The hearing was held telephonically. Both sides were permitted to present witnesses, proffer items into evidence, and otherwise fully participate in the hearing.

PRELIMINARY STATEMENT

1. On or about April 3, 2026, the Division of Pari-Mutuel Wagering (the "Division") filed an administrative complaint (the "Administrative Complaint") alleging that Respondent violated rule 75-2.005, Florida Administrative Code.

2. On or about April 29, 2026, Respondent requested an informal hearing pursuant to section 120.57(2), Florida Statutes.

3. The informal hearing was scheduled for June 17, 2026.

THE JUNE 17, 2026, INFORMAL HEARING

4. A hearing pursuant to section 120.57(2), Florida Statutes, was held on June 17, 2026. During this hearing, the Commission presented the issues raised in the Administrative Complaint. The Hearing Officer granted the Commission's motion to accept the findings of fact in the Administrative Complaint as the undisputed facts in the case and accepted the investigative packet into the record.

5. The investigative report contained within the investigative packet alleged that during a routine inspection at Tampa Bay Downs on February 17, 2026, it was discovered that an individual without a valid occupational license employed by Respondent was residing and working in the barn as a groom.

6. The investigative report further alleged that the unlicensed individual explained that his license application was in review. Respondent provided the same explaination when contacted by the investigator.

7. The investigative report alleged that on the day of the inspection, Respondent arranged for the unlicensed individual to vacate the facility the next day to resolve the licensing deficiencies. The unlicensed individual was issued an occupational license on February 18, 2026.

8. At the hearing, Respondent testified that she brought the unlicensed individual to the licensing office at Tampa Bay Downs to apply for an occupational license and was informed at that time that the license was under review due to a criminal offense.

9. Respondent testified that she checked regularly on the status of the license and explained that she believed everything was fine, despite the fact that his license was not yet approved, because the individual was regularly let through the gate to the backside at the facility.

10. Respondent further testified that the Tampa Bay Downs Director of Security recommended she contact a particular Division employee, and that once she spoke with that Division employee, the license was issued almost immediately.

FINDINGS OF FACT

11. At all times pertinent to the allegations contained herein, Respondent held a Pari-Mutuel Professional Individual Occupational License, number 14608905, issued pursuant to section 550.105(2)(a), Florida Statutes.

12. Respondent has no prior violations in the State of Florida. However, Respondent has two prior violations in the State of Washington for employing an unlicensed individual.

13. On or about February 17, 2026, Respondent violated rule 75-2.005, Florida Administrative Code, by permitting an unlicensed individual to reside and work in the barn of a pari-mutuel facility, thereby aiding and abetting a violation of section 550.105(4), Florida Statutes.

14. There is competent substantial evidence to support the foregoing findings of fact.

CONCLUSIONS OF LAW

15. The Hearing Officer has jurisdiction over this matter and the parties pursuant to section 120.57(2), Florida Statutes.

16. The Commission has jurisdiction over this matter under chapters 120 and 550, Florida Statutes.

17. Section 550.105(4), Florida Statutes, provides that "[i]t is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee."

18. Rule 75-2.005, Florida Administrative Code, provides that "[n]o person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in

a violation of Chapter 550, F.S., or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own."

19. Section 550.0251(10), Florida Statutes, states in relevant part:

> The commission may impose an administrative fine for a violation under this chapter of not more than $1,000 for each count or separate offense, except as otherwise provided in this chapter, and may suspend or revoke a permit, a pari-mutuel license, or an occupational license for a violation under this chapter.

20. There is competent, substantial evidence to support the conclusions of law.

RECOMMENDED ORDER

WHEREFORE, based on the Findings of Fact and Conclusions of Law, it is hereby recommended that the Florida Gaming Control Commission enter a Final Order imposing a fine of $100.

This Recommended Order in FGCC Case Number 2026-012185 is submitted on this 20th day of July 2026.

Shireen Anbardan

Shireen Anbardan
Hearing Officer
Florida Gaming Control Commission

CERTIFICATE OF SERVICE

I hereby certify this 20th day of July 2026, that a true copy of the foregoing "Hearing Officer's Recommended Order" has been provided by email to:

Tena M. Birdwell
304 Clark Road
Onalaska, WA 98570
birdwellracing5@aol.com

Carmine Pisano
Senior Attorney
Counsel for Petitioner
Carmine.Pisano@flgaming.gov

Clerk of the Commission
FLORIDA GAMING CONTROL COMMISSION

Ebonie Lanier

From: Emily Alvarado
Sent: Tuesday, June 30, 2026 12:01 PM
To: Shireen Anbardan; birdwellracing5@aol.com
Cc: Carmine Pisano; Ebonie Lanier
Subject: RE: Post Hearing Submission

Good afternoon,

During the informal hearing that occurred on June 17, 2026, the attorney representing the Division stated the violation alleged in the administrative complaint incorrectly. The Administrative Complaint alleges a violation of rule 75-2.005, Florida Administrative Code. The Division is seeking a one or more of the penalties specified in section 550.0251(10), Florida Statutes, and/or the rules promulgated thereunder.

Thank you,

Florida Gaming Control Commission
flgaming.gov

Emily A. Alvarado
Chief Attorney in Litigation
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

The information contained in this transmission is intended solely for the use of the person(s) named herein. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact me by reply e-mail and destroy all copies of the original message.

The State of Florida has a very broad public records law pursuant to Chapter 119, Florida Statutes. Most written communications to and from state officials regarding state business are public records, available to the public and media upon request. Therefore, your e-mail communications may be subject to public disclosure. LARGER VIEW

From: Shireen Anbardan <Shireen.Anbardan@flgaming.gov>
Sent: Sunday, June 28, 2026 11:37 AM
To: Emily Alvarado <Emily.Alvarado@flgaming.gov>; birdwellracing5@aol.com
Cc: Carmine Pisano <Carmine.Pisano@flgaming.gov>; Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Subject: Re: Post Hearing Submission

Good morning,

Having received no objection from Ms. Birdwell, the Commission may clarify the record for this case (2026-012185).

Thank you,

Florida Gaming Control Commission
flgaming.gov

Shireen Anbardan
Chief Attorney
Florida Gaming Control Commission
Office of the General Counsel
Office: 850.794.8079
Cell: 850.687.1656

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From: Emily Alvarado <Emily.Alvarado@flgaming.gov>
Sent: Wednesday, June 17, 2026 2:37 PM
To: birdwellracing5@aol.com <birdwellracing5@aol.com>; Shireen Anbardan <Shireen.Anbardan@flgaming.gov>
Cc: Carmine Pisano <Carmine.Pisano@flgaming.gov>; Ebonie Lanier <Ebonie.Lanier@flgaming.gov>
Subject: Post Hearing Submission

Good afternoon,

The Commission would like permission to clarify the record for this case.

Thank you,

Florida Gaming Control Commission
flgaming.gov

Emily A. Alvarado
Chief Attorney in Litigation
Office of the General Counsel
850.794.8066 Office 850.964.1710 Cell
850.536.8709 Fax

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JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

June 1, 2026

Tena M. Birdwell
304 Clark Road
Onalaska, Washington 98570

RE: FGCC v. TENA M. BIRDWELL
Case No.: 2026-012185

Enclosed please find a Notice of Hearing for the informal hearing that has been scheduled in the above-referenced case. **Your hearing is scheduled to be heard on Wednesday, June 17, 2026, at 11:00 AM (Eastern Time).** Please read the Notice of Hearing for more details about the date, time, location, and instructions for the hearing. A copy of the Commission's case file has been emailed and mailed to your address of record. Please ensure that you have this case file available during the hearing, as you may need to refer to it throughout the hearing.

You may also provide written or oral evidence or have witnesses testify on your behalf. Any evidence that you wish to present to the Hearing Officer and any names and contact information of witnesses you plan to call at the hearing should be emailed to Shireen.Anbardan@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

Please note: If you choose not to attend the hearing in person or by video conference, we will conduct the hearing telephonically; you will be contacted **between 11:00 AM and 11:15 AM (EST) at the following number: (360) 508-8739.** Please contact me as soon as possible to provide a correct number at which to reach you. Failure to answer the telephone, promptly return a missed call, or hold an open line **will result in the hearing proceeding without you**.

Below please find information about the informal hearing process:

1. The Informal Hearing is held on the date and time noted in the Notice of Hearing.
2. A Final Order will be issued within 90 days after the date of the hearing. The Final Order is the **final** agency action and will resolve your case.

Should you have any questions or need any assistance, please feel free to contact me via telephone or email at (850) 794-8072 or Ebonie.Lanier@flgaming.gov.

Sincerely,

/s/ Ebonie Lanier

Ebonie Lanier
Administrative Assistant III
(850) 794-8072

Enclosures: Notice of Hearing and Case File

Documents Included in Case File

Exhibit 1.....Notice of Hearing

Exhibit 2.....Election of Rights

Exhibit 3.....Administrative Complaint

Exhibit 4.....Report of Investigation

EXHIBIT
1

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v. FGCC Case No..: 2026-012185

TENA M. BIRDWELL,

Respondent.
_____/

NOTICE OF TELEPHONIC HEARING

TO: Tena M. Birdwell
304 Clark Road
Onalaska, Washington 98570
BirdwellRacing5@aol.com

YOU ARE HEREBY NOTIFIED that the Florida Gaming Control Commission's designated Hearing Officer will conduct a hearing on this matter, pursuant to Section 120.57(2), Florida Statutes. If you wish to present testimony, you must attend the hearing. The hearing is scheduled for **Wednesday, June 17, 2026. The Hearing Officer will call you at (360) 508-8739 sometime between 11:00 AM – 11:15 AM. (EST)**. Please be available to take the Hearing Officer's call. Failure to answer the call, promptly return a voicemail, or maintain an open line may result in the hearing proceeding without you.

You may elect to attend the hearing in person or by video conference. If you wish to do so, you must contact the Commission by email at Ebonie.Lanier@flgaming.gov or by telephone at (850) 794-8072, at least seven (7) days prior to your hearing date. If you do not elect to attend by video conference or in person, the hearing will be held by telephone only by default. You may also provide written or oral evidence or have witnesses testify on your behalf. Any written evidence you wish to present to the Hearing Officer, as well as the names and contact information of any witnesses you

plan to call at the hearing, should be emailed to Shireen.Anbardan@flgaming.gov and Carmine.Pisano@flgaming.gov at least seven (7) days before the date of the hearing. If you do not have an email address, please contact me to determine an alternative method to provide the information.

If you cannot attend the hearing and wish to request a continuance for good cause, you must notify the Hearing Officer at Shireen.Anbardan@flgaming.gov and Opposing Counsel at Carmine.Pisano@flgaming.gov at least five (5) days prior to your hearing date. Continuance requests made within five (5) days of the hearing can only be granted for emergencies.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above-named parties via email and certified mail, on this 1st day of June, 2026.

By: /s/ *Ebonie Lanier*

Ebonie Lanier
Administrative Assistant III
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Telephone: (850) 794-8072
Facsimile: (850) 536-8712
Ebonie.Lanier@flgaming.gov

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the agency at least 48 hours before the hearing by contacting Ebonie Lanier in the Office of General Counsel by email at Ebonie.Lanier@flgaming.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

Ebonie Lanier

From: Tena Birdwell <birdwellracing5@aol.com>
Sent: Saturday, May 30, 2026 11:21 PM
To: Ebonie Lanier
Subject: Re: Informal Hearing Scheduling - 2026012185 - BIRDWELL, TENA M.

So sorry, I guess June 17th Wednesday works
Sent from my iPhone

On May 28, 2026, at 3:43 PM, Ebonie Lanier <Ebonie.Lanier@flgaming.gov> wrote:

Good Afternoon,

I am reaching out regarding FGCC Case No. 2026012185 v. BIRDWELL, TENA M.

The above-referenced case has been placed on the agenda for the **June 2026** Informal Hearings. Informal hearings will be conducted during the **morning and afternoon** sessions on **Tuesday, June 16, 2026, and Wednesday, June 17, 2026.**

Please respond no later than **4:00 PM tomorrow,** indicating which day you would prefer for your informal hearing. Once the hearing date has been established, a formal Notice of Hearing will be issued with your assigned time.

Thanks,
- Ebonie Lanier

<image001.jpg>

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

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FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/29/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. BIRDWELL, TENA M. **CASE NO.: 2026-012185**

EXHIBIT
2

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☒ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

Tena Birdwell	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
304 Clark RD	
Street Address	Street Address (where service shall be made)
Onalaska WA 98570	
City State Zip	City State Zip
360 508 8739	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
birdwellracing5@aol.com	
E-mail	E-mail
T. B	
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 4/03/2026
File Number:
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

EXHIBIT
3

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2026-012185

TENA M BIRDWELL,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against Tena M. Birdwell ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel wagering and cardroom operations pursuant to chapters 550 and 849, Florida Statutes.

2. At all times material hereto, Respondent held a Pari-Mutuel Professional Individual Occupational License, number 14608905, issued pursuant to section 550.105(2)(a), Florida Statutes.

3. At all times material hereto, Respondent worked as a trainer at Tampa Bay Downs.

4. At all times material hereto, Tampa Bay Downs was a facility operated by a permit holder authorized to conduct pari-mutuel wagering and cardroom operations in the state of Florida under chapters 550 and 849, Florida Statutes.

5. On or about February 17, 2026, Commission staff conducted an inspection at Tampa Bay Downs and found that Respondent allowed an unlicensed groom/owner, to reside and work within Respondent's stables, knowing he did not have a valid occupational license.

6. On or about February 17, 2026, Commission staff contacted Respondent and she verified that she was aware that the groom/owner did not have a valid occupational license.

7. Rule 75-2.005, Florida Administrative Code, states that "[n]o person shall conspire with, solicit, aid, abet, counsel, hire, or procure any other person or persons to engage in a violation of Chapter 550, F.S., or the rules promulgated thereunder, nor shall he/she commit any such act on his/her own."

8. Section 550.105(4), Florida Statutes, provides "[i]t is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee."

9. Based on the foregoing, Respondent violated rule 75-2.005, Florida Administrative Code, by permitting an unlicensed individual, to reside and work in the barn, thereby aiding and abetting a violation of section 550.105(4), Florida Statutes, on or about February 17, 2026.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order imposing against Respondent one or more of the penalties specified in section 550.0251(10) Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2026-012185 is signed this 2nd day of April 2026.

/s/ Carmine N. Pisano III

Carmine N. Pisano III
Senior Attorney
FBN: 1022149
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399-2202
Telephone: (850) 794-8074
Facsimile: (850) 536-8709
Primary: Carmine.Pisano@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to Rule 28-106.2015, Florida Administrative Code. Pursuant to Rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

Ebonie Lanier

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@flgaming.gov>
To: BIRDWELLRACING5@AOL.COM
Sent: Wednesday, April 8, 2026 5:04 PM
Subject: Relayed: Florida Gaming Control Commission - 2026012185

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

BIRDWELLRACING5@AOL.COM (BIRDWELLRACING5@AOL.COM)

Subject: Florida Gaming Control Commission - 2026012185

Florida Gaming Control Commi...

Ebonie Lanier

From: Ebonie Lanier
Sent: Wednesday, April 8, 2026 5:04 PM
To: 'BIRDWELLRACING5@AOL.COM'
Subject: Florida Gaming Control Commission - 2026012185
Attachments: BIRDWELL - 2026012185.pdf

Good Afternoon Tena M. Birdwell,

Please see the attached documents regarding FGCC Case No. 2026012185.

Thanks,
- Ebonie Lanier

Florida Gaming Control Commission
flgaming.gov

Ebonie Lanier
Administrative Assistant III
Office of the General Counsel
Office: (850) 794-8072
Fax: (850) 536-8712

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JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D' AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

April 8, 2026

Tena M. Birdwell
304 Clark Road
Onalaska, WA 98570

Case No.: **2026-012185**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear Tena M. Birdwell:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Carmine Pisano

Carmine Pisano
Senior Attorney
(850) 794-8074

Enclosures: Administrative Complaint and Election of Rights Form

EXHIBIT 4

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jhodge**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1021 - Pari-Mutuel Wagering Individual Occupational**	Status	**90 Closed**	Status Date	**03/05/2026**
Complaint #	**2026012185**	Case Type	**CMP - Complaint**	Disposition	
Disposition Date					
Docket#		Respondent	**BIRDWELL, TENA M**	Responsible	**bjones - JONES, BRADFORD**
Private Case					

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**OTHR - Other**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**02/17/2026**
Region	**CR - Central Region**	Received	**02/18/2026**
Reference	**550.105(4); 75-2.005**		
Entered	**02/19/2026**	Entered By	**jhodge**

Summary: **320 - TAMPA BAY DOWNS, INC - 550.105(4); 75-2.005 Violations ---- On February 17, 2026, during a routine barn inspection at Tampa Bay Downs, I conducted occupational license checks at Tena Birdwell's stables in Barn #9 and discovered that Jose Luis Ramirez, a groom/owner residing and working in the barn, did not possess a valid occupational license. Pursuant to FS 550.105(4), it is unlawful to participate in any capacity at a pari-mutuel facility without first securing an occupational license. Mr. Ramirez was therefore in violation of this statute. Additionally, under F.A.C. 75-2.005, no person shall aid or abet another in violating Chapter 550. As the licensed trainer responsible for the barn, Tena Birdwell allowed Mr. Ramirez to work and reside there without proper licensure, thereby aiding and abetting the violation.**

Updated **03/06/2026 08:30:45** By **jhodge**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Change | Save | OK | Cancel | Back

Get Adobe Reader.

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Alana Zimmer, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office:	Region:	Date of Complaint:	Case Number:
PMW	**CENTRAL**	**FEBRUARY 18, 2026**	**2026 01 2185**

Respondent:	Complainant:
BIRDWELL, TENA M. **304 CLARK ROAD** **ONALASKA, WASHINGTON 98570** **PHONE: 360-508-8739**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 WEST COMMERCIAL BOULEVARD, SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	Profession:	Report Date:
14608905	**TRAINER**	**FEBRUARY 27, 2026**

Period of Investigation:	Type of Report:
FEBRUARY 17, 2026 – FEBRUARY 27, 2026	**FINAL**

Alleged Violation(s): F.S.S. 550.105(4): It is unlawful to take part in or officiate in any way at any parimutuel facility without first having secured a license and paid the occupational license fee.

F.A.C. Rule 75-2.005 - Violations: No person shall conspire with, solicit, aid, abet, counsel, hire, procure any person or persons, to engage in a violation of Chapter 550, Florida Statutes, or rules promulgated thereunder, nor shall he commit any such act on his own.

Synopsis: On February 17, 2026, during a routine barn inspection at Tampa Bay Downs, while conducting occupational license checks, I discovered that Trainer Tena **BIRDWELL** allowed Jose Luis **RAMIREZ**, a groom/owner, to reside and work in the barn, knowing he did not have a valid occupational license.

Related Case(s):

Investigations Specialist II / Date	Investigation Manager / Date:
/s/ *Lee Ann Rounds* Lee Ann Rounds / February 27, 2026	/s/ C. Derek Washington C. Derek Washington / March 5, 2026

Chief of Investigations / Date

Bradford D. Jones / March 5, 2026

CONTINUATION

Investigative Activity:

On February 17, 2026, during a routine barn inspection at Tampa Bay Downs, I conducted occupational license checks at Trainer Tena **BIRDWELL**'s stables located in Barn #9. During the inspection, I discovered that Jose Luis **RAMIREZ**, who was residing and working in the barn as a Groom/Owner, did not possess a valid occupational license.

RAMIREZ stated he had been living and working at the facility since December 2025. He advised that he had been informed his license application was "in review." He further stated he had received correspondence requesting documentation related to a 1997 DUI arrest, which he provided, but was still being told his license remained under review.

On February 17, 2026, at approximately 11:50 AM, I contacted Trainer **BIRDWELL** (PMW License #14608905) and informed her that **RAMIREZ** did not have a valid occupational license. **BIRDWELL** stated <u>she was aware of the situation</u> and had contacted PMW Licensing, where she was told his license was "in review." She advised that **RAMIREZ** had gathered the requested documentation and submitted it to Tallahassee but <u>had not yet received approval.</u>

At approximately 12:10 PM, I contacted the State Licensing Office in Tallahassee (850-794-8130). I was advised that the documentation submitted by **RAMIREZ** was illegible. Additionally, Licensing had requested documentation regarding a 1998 arrest for which no charge was listed in the record.

At approximately 12:30 PM, I again spoke with **BIRDWELL** and informed her of the two outstanding issues delaying **RAMIREZ'**s licensure: (1) illegible documentation and (2) outstanding documentation regarding the 1998 arrest. **BIRDWELL** immediately made arrangements for **RAMIREZ** to vacate the backside the following day and return home to resolve the licensing deficiencies.

At approximately 12:40 PM, I contacted the Tampa Bay Downs Director of Security, Deanna Nicol (PMW License #10306060), regarding the matter. Nicol stated that **BIRDWELL** was new to Florida this year and had visited the State Licensing Office several times to resolve the issue.

On February 18, 2026, at approximately 3:00 PM, I received a call from Nicol advising that she had spoken with **BIRDWELL** and that **RAMIREZ**'s occupational license had been approved by Licensing.

On February 25, 2026, at approximately 12:35 PM, I verified through the VERSA License Database that **RAMIREZ** received his PMW Occupational license on February 18, 2026 **(EXHIBIT #2)**.

CONTINUATION

Conclusion: Pursuant to Florida Statute 550.105(4), it is unlawful to participate in any capacity at a Pari-Mutuel facility without first securing an occupational license. At the time of the inspection and by **RAMIREZ** and **BIRDWELL'S** own admission since December, 2025, **RAMIREZ** was residing and working in **BIRDWELL'S** stable without a valid occupational license.

Additionally, pursuant to Florida Administrative Code Rule 75-2.005, no person shall aid or abet another in violating Chapter 550, Florida Statutes. As the licensed trainer responsible for the barn, **BIRDWELL** permitted **RAMIREZ** to work and reside on the backside without proper licensure, thereby aiding and abetting the violation.

A review of the Versa Regulation Enforcement database revealed no prior violations associated with **BIRDWELL**. Review of the Association of Racing Commissioners International (ARCI) database reveals that **BIRDWELL** was licensed in the state of Washington (under various racing occupational titles) from February 2015 to December of 2019[1]. ARCI records also show that **BIRDWELL** was the subject of seven (7) rulings during this period, two of which involved the employment of unlicensed persons **(EXHIBIT #3 – Pages 3 & 6).**

Status: Closed by Investigations and forwarded to Legal for review.

[1] ***In addition to a three-year period (2014 – 2017) in Oregon.***

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VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **100 - Division of Pari-Mutuel Wagering** Logged in as: **lmoore**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

[redacted] Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2028**

File # **75429** Name **BIRDWELL, TENA M** Extended To

License # **14608905** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **14608905** Lic Status **Current**

Address

Street # **304** Street **CLARK RD.**

Line 2

Line 3

City **ONALASKA** State **WA** Zip **98570**

Routing

Other

1st License Date **11/20/2025** Rank Date **11/20/2025** Certificate #

Method **I-S-1024** Status Date **11/20/2025** Certificate Date

Fee Exempt **No** [redacted]

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	ONTR - Owner/Trainer	11/07/2025	
I	TBRD - Thoroughbred	11/07/2025	
L	320 - Tampa Bay Downs	11/07/2025	
Y	3YR - 3 Year License	11/07/2025	

Alt Keys

BEST LIC NBR **14608905**

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Exhibit 1
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FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **100 - Division of Pari-Mutuel Wagering** Logged in as: **lmoore**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

[redacted] ic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2028**

File # **75485** Name **RAMIREZ, JOSE LUIS** Extended To

License # **14622658** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **14622658** Lic Status **Current**

Address

Street # **6598** Street **LYNWOOD WAY**

Line 2

Line 3

City **HIGHLAND** State **CA** Zip **92346**

Routing

Other

1st License Date **02/18/2026** Rank Date **02/18/2026** Certificate #

Method **I-S-1020** Status Date **02/18/2026** Certificate Date

Fee Exempt **No** Birth Date [redacted]

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	12/12/2025	
I	TBRD - Thoroughbred	12/12/2025	
L	320 - Tampa Bay Downs	12/12/2025	
Y	3YR - 3 Year License	02/18/2026	

Alt Keys

BEST LIC NBR **14622658**

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Exhibit 2
Page 1/1

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

License Search | Entity Search | Modify License Standing | Maintain License CE Control

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **dwashingto**

VR Home > License Search > **License Home**

Licensee
History
Notes
Notes History
Back

License

Fed Tax # [redacted] Lic Type **1021 - PMW Professional Individual Occupational** Expires On **06/30/2028**

File # **75485** Name **RAMIREZ, JOSE LUIS** Extended To

License # **14622658** Rank **PIND - Professional Individual Occupational** Renewed On

Entity # **14622658** Lic Status **Current**

Address

Street # **6598** Street **LYNWOOD WAY**

Line 2

Line 3

City **HIGHLAND** State **CA** Zip **92346**

Routing

Other

1st License Date **02/18/2026** Rank Date **02/18/2026** Certificate #

Method **I-S-1020** Status Date **02/18/2026** Certificate Date

Fee Exempt **No** Birth Date [redacted] Renewal Sent

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	IOWN - Individual Animal Owner	12/12/2025	
I	TBRD - Thoroughbred	12/12/2025	
L	320 - Tampa Bay Downs	12/12/2025	
Y	3YR - 3 Year License	02/18/2026	

Alt Keys

BEST LIC NBR **14622658**

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EXHIBIT #2

Licenses

Licensee Search

Licensee: TENA MARIE BIRDWELL

No Picture Available

Reports on TENA MARIE BIRDWELL

Comprehensive Ruling Report
Drug Ruling Report (Last 5 Years)
Comprehensive Licensee Report

Identification Information

Add a New Identification Record

Date of Birth	Federal ID/SSN	Country	Sex
[redacted]		USA	Unknown

Name Information

Add a New Name Record

Name Type	Prefix	First Name	Middle Name	Last Name	Suffix
Current Legal Name		TENA	MARIE	BIRDWELL	

Address Information

Address Type	Street Address	City	State	Zip Code

Phone Information

Phone Number Type	Phone Number

License Information

Add a New License Record

License Number	License Type	Issued Date	Expiration Date	Licensing Commission
14608905	Other/OTB/Casino	11/7/2025	2/5/2026	Florida Division of Pari-Mutuel Wagering
25213	Pony Person/Pony Other	2/6/2019	12/31/2019	Washington Racing Commission
	Exercise Person	2/6/2019	12/31/2019	Washington Racing Commission
	Owner	5/25/2017	12/31/2017	Washington Racing Commission
	Miscellaneous/Permittee	5/13/2017	12/31/2017	Washington Racing Commission
	Pony Person/Pony Other	1/28/2017	12/31/2017	Washington Racing Commission
	Exercise Person	1/28/2017	12/31/2017	Washington Racing Commission
	Exercise Person	2/10/2016	12/31/2016	Washington Racing Commission
	Pony Person/Pony Other	5/31/2015	12/31/2015	Washington Racing Commission
	Groom	4/17/2015	12/31/2015	Washington Racing Commission
	Owner	4/17/2015	12/31/2015	Washington Racing Commission
	Exercise Person	2/6/2015	12/31/2015	Washington Racing Commission
27651	Miscellaneous/Permittee	12/5/2014	12/5/2017	Oregon Racing Commission

Fingerprint Information

Add a New Fingerprint Record

Processing Commission	Date Taken	Status	Notes	RCI Card Submitted Date

EXHIBIT #3
PAGE #1

Ruling Number	Ruling Type	Ruling Date	Fine	Fine Paid?	Suspension Start	Suspension End
EMD2521323033	Failure to Conduct Business in Proper Manner	6/3/2023	100	No		
2022-EMD-35	Necessitating a Late Scratch	6/30/2022	200	No		
2021-EMD-38	Medication/Drug Violation - Animal	9/14/2021		N/A		
2021-EMD-37	Medication/Drug Violation - Animal	9/14/2021	200	No		
19-20TP102	Unlicensed Participant	1/28/2020	100	Yes		
EMD 19-064	Careless/Unsafe/Improper Riding or Driving	6/15/2019	50	No		
EMD 16-095	Failure to Follow Facility Regulations	8/19/2016		N/A		

Applicable Reports

Comprehensive Ruling Report

Comprehensive Licensee Report

EXHIBIT #3
PAGE #2

Comprehensive Ruling Report

Rulings Against: TENA MARIE BIRDWELL

Legal Name: TENA MARIE BIRDWELL
Birth Date:

7 Total Ruling(s) Listed

"Multiple medication violation points and point totals are for advisory and informational purposes only to indicate the existence of regulatory medication violation determinations made by racing regulatory entities in order to notify officials of possible aggravating factors that should be reviewed by officials prior to taking regulatory action. Confirmation of violations should be made directly with the racing regulatory entity responsible."

Ruling #: 1

Ruling Number:	EMD2521323033	Date:	6/3/2023
Issued By:	Washington Racing Commission	Facility:	Washington Horse Racing Commission
Ruling Type:	Failure to Conduct Business in Proper Manner		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	6/3/2023	Race Date:	N/A
Infraction Date:	6/3/2023	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	No
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: EMD2521323033 Action Type: Initial Ruling Issue Date: 6/3/2023

Action Text:

Trainer Tena M. Birdwell, after waiving her rights to a formal ruling conference, is hereby fined $100.00 for employing an unlicensed groom. The fine is due within seven days of the service of this ruling. Failure to pay the fine within the required time will result in your license being suspended until the fine is paid in full.

Ruling #: 2

Ruling Number:	2022-EMD-35	Date:	6/30/2022
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Necessitating a Late Scratch		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	6/24/2022	Race Date:	N/A
Infraction Date:	6/19/2022	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A

EXHIBIT #3
PAGE #3

Fine Amount:	$ 200	Fine Paid:	No
Suspension Start:	None	Suspension End:	None
Actions:			

Alpha Ruling: 2022-EMD-35 Action Type: Initial Ruling Issue Date: 6/30/2022

Action Text:

On Friday June 24, 2022 a ruling conference was held with trainer Tena M. Birdwell for the unauthorized late scratch of the horse Shifty Dancer. After hearing testimony Tena M. Birdwell was assessed a $200.00 fine for entering the ineligible horse (needed work) Shifty Dancer in the 3rd race June 19, 2022 at Emerald Downs. The fine is due within seven days of the service of this ruling. Failure to pay the fine within the required time will result in your license being suspended until the fine is paid in full.

WAC 260-40-140 WAC 260-40-010 (4,7) WAC 260-84-060

You have the right to challenge this stewards' ruling. If you wish to challenge this ruling, you must file a request for a hearing before the Commission within seven (7) days of service of this ruling. The request must be filed with an office of the Commission and must include your name, address, telephone number, signature and a statement of the basis for the challenge to the ruling. If such request for hearing is not filed with the Commission within the seven days or in the format listed above, then you are deemed to have waived your rights to a hearing before the Commission. After seven days, if you have not filed a request for a hearing before the Commission the Stewards' penalty will be imposed.

Ruling #: 3

Ruling Number:	2021-EMD-38	Date:	9/14/2021
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Medication/Drug Violation - Animal		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	8/26/2021	Race Date:	N/A
Infraction Date:	7/24/2021	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Drug:	Phenylbutazone		
Fine Amount:	$ 0	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None
Actions:			

Alpha Ruling: 2021-EMD-38 Action Type: Initial Ruling Issue Date: 9/14/2021

Action Text:

AMENDED RULING On Wednesday August 18, 2021 a report was received from The Industrial Laboratories Company indicating that blood sample #E446912, taken from the horse Shifty Dancer, which finished first in the fourth race at Emerald Downs on Saturday, July 24, 2021, was found to contain Phenylbutazone, a class 4, category C substance, at 3.83 +/- 0.34 mcg /ml, which is above the established threshold level of 2 mcg /ml. A ruling conference was held on August 26, 2021 in which evidence was presented and testimony was taken. Trainer Tena Birdwell is herby found to be in violation of WAC 260-70-620 (1,b). During deliberation mitigating circumstances were considered which included the past record of the licensee who proved to have an unblemished record of medication violations in her ARCI ruling history. Accordingly trainer Tena Birdwell, due to mitigating circumstances, is given an official warning for the Phenylbutazone overage.

Additionally, trainer Tena Birdwell will be assigned a 0.5 point MMV (Multiple Medication Violation) Point.

WAC 260-28-295 WAC 260-70-620 1(b) WAC 260-70-630 (1,b) WAC 260-84-110 WAC 260-84-125

You have the right to challenge this stewards' ruling. If you wish to challenge this ruling, you must file a request for a hearing before the Commission within seven (7) days of service of this ruling. The request must be filed with an office of the Commission and must include your name, address, telephone number, signature and a statement of the basis for the challenge to the ruling. If such request for hearing is not filed with the Commission within the seven days or in the format listed above, then you are deemed to have waived your rights to a hearing before the Commission. After seven days, if you have not filed a request for a hearing before the Commission the Stewards' penalty will be imposed.

Ruling #: 4

Ruling Number:	2021-EMD-37	Date:	9/14/2021
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Medication/Drug Violation - Animal		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	9/12/2021	Race Date:	N/A
Infraction Date:	8/14/2021	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Drug:	Phenylbutazone		
Fine Amount:	$ 200	Fine Paid:	No
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 2021-EMD-37 Action Type: Initial Ruling Issue Date: 9/14/2021

Action Text:

Thursday August 26, 2021 a report was received from The Industrial Laboratories Company indicating that blood sample #E447010, taken from the horse Shifty Dancer, which finished third in the fourth race at Emerald Downs on Saturday, August 14, 2021, was found to contain Phenylbutazone, a class 4, category C substance, at 3.87 mcg/ml +/- 0.34 mcg /ml, which is above the established threshold level of 2 mcg /ml. After waiving her rights to a formal stewards conference, trainer Tena Birdwell is hereby assessed a $200.00 fine. Additionally, trainer Tena Birdwell will not be issued any MMV (Multiple Medication Violation) Points, as she wasn't informed of her first violation before her second violation. The fine is due within seven days of service of this ruling. Failure to pay the fine within the required time will result in your license being suspended until the fine is paid in full.

WAC 260-28-295 WAC 260-70-620 1(b) WAC 260-84-120

You have the right to challenge this stewards' ruling. If you wish to challenge this ruling, you must file a request for a hearing before the Commission within seven (7) days of service of this ruling. The request must be filed with an office of the Commission and must include your name, address, telephone number, signature and a statement of the basis for the challenge to the ruling. If such request for hearing is not filed with the Commission within the seven days or in the format listed above, then you are deemed to have waived your rights to a hearing before the Commission. After seven days, if you have not filed a request for a hearing before the Commission the Stewards' penalty will be imposed.

Ruling #: 5

Ruling Number:	19-20TP102	Date:	1/28/2020
Issued By:	Arizona Department of Racing	Facility:	Turf Paradise

EXHIBIT #3
PAGE #5

Ruling Type:	Unlicensed Participant		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	1/28/2020	Race Date:	N/A
Infraction Date:	1/26/2020	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 100	Fine Paid:	Yes
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: 19-20TP102 Action Type: Initial Ruling Issue Date: 1/28/2020

Action Text:

Having been properly noticed for a formal hearing and having waived that right on January 27, 2020, Owner/Trainer Tena Birdwell (ADG #23795) is hereby fined ONE HUNDRED DOLLARS ($100.00) plus 5% Race Horse Adoption Fund surcharge for a total of ONE HUNDRED AND FIVE DOLLARS ($105.00) for employment of an unlicensed participant at Turf Paradise racetrack on January 26, 2020. The fine set forth above must be satisfied within ten days from the date of this order. If it is not paid by February 7, 2020, all licenses held by the respondent are automatically suspended for one hundred and eighty days beginning February 8, 2020, through and inclusive of August 6, 2020, and this matter is referred to the Director of the Arizona Department of Gaming/Racing Division with the recommendation that all licenses remain suspended until all requirements herein are satisfied.

The above described matter constitutes a violation in accordance with: A.A.C. R-19-2-106; A.A.C. R-19-2-111(A)(B)(D); A.A.C. R-19-2-121(€;

Ruling #: 6

Ruling Number:	EMD 19-064	Date:	6/15/2019
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Careless/Unsafe/Improper Riding or Driving		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	6/15/2019	Race Date:	N/A
Infraction Date:	6/15/2019	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 50	Fine Paid:	No
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: EMD 19-064 Action Type: Initial Ruling Issue Date: 6/15/2019

Action Text:

On Saturday, June 15, 2019 a ruling conference was held with WHRC licensee Tena M. Birdwell to address allegations of riding in a unsafe manner. WHRC investigators presented testimony that Tena M. Birdwell confronted Angelina D. Couton which resulted in a verbal altercation leaving the training track. Accordingly, Tena M. Birdwell is assessed a fine of $50.00. The fine is due within seven days of the service of this ruling. Failure to pay the fine within the required time will result in your license being suspended until the fine is paid in full

WAC 260-80-145

EXHIBIT #3
PAGE #6

RIGHT TO CHALLENGE You have the right to challenge this stewards' ruling. If you wish to challenge this ruling, you must file a request for a hearing before the Commission within seven (7) days of service of this ruling. The request must be filed with an office of the Commission and must include your name, address, telephone number, signature and a statement of the basis for the challenge to the ruling. If such request for hearing is not filed with the Commission within the seven days or in the format listed above, then you are deemed to have waived your rights to a hearing before the Commission. After seven days, if you have not filed a request for a hearing before the Commission the Stewards' penalty will be imposed.

Ruling #: 7

Ruling Number:	EMD 16-095	Date:	8/19/2016
Issued By:	Washington Racing Commission	Facility:	Emerald Downs
Ruling Type:	Failure to Follow Facility Regulations		
Division:	Horse	Breed:	Thoroughbred
Effective Date:	8/19/2016	Race Date:	N/A
Infraction Date:	8/19/2016	Infraction Faciliy:	N/A
Race Number:	N/A	Animal Name:	N/A
Under Appeal:	False	Appeal Date:	N/A
Fine Amount:	$ 0	Fine Paid:	N/A
Suspension Start:	None	Suspension End:	None

Actions:

Alpha Ruling: EMD 16-095 Action Type: Initial Ruling Issue Date: 8/19/2016

Action Text:

Exercise rider Tena M. Birdwell, after waiving her rights to a formal ruling conference, is hereby given an official warning for failing to follow the outriders instructions by riding in an unsafe manner, galloping the wrong way, during training hours on the racetrack (first offense).

WAC 260-24-690 WAC 260-80-145 WAC 260-84-060

EXHIBIT #3
PAGE #7

8. Discussion of License Denials

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Carmine Pisano, Senior Attorney
Re:	Christiene Marie Chick
	Case No. 2026-038712 License Denial
Date:	July 20, 2026

Executive Summary

Christiene Marie Chick (the "Applicant") submitted and application to the Division of Pari-Mutuel Wagering (the "Division") for a Slot Machine/Cardroom/Pari-Mutuel Wagering Individual Combination Occupational License (the "Application"). The Application was deemed complete on June 2, 2026. Upon review of the Application, it appears Applicant has been convicted of one felony offense out of Florida. Therefore, the Florida Gaming Control Commission may authorize the issuance of a Letter of License Denial.

Pertinent Facts

On April 29, 2026, Respondent submitted an application for a Slot Machine/Cardroom/Pari-Mutuel Wagering Combination Occupational License to the Division. The Applicant answered "yes" to if she had been convicted of a disqualifying offense, and listed several misdemeanor offenses. On May 1, 2026, the Applicant was issued a deficiency letter by the Division requesting that she provide arrest reports/arrest affidavits regarding the arrest from June 29, 2000. The Division received a completed application on June 2, 2026. Upon review of the completed Application, it appears that the Applicant was convicted of the following felony offense:

- Possession/Sell/Deliver Diazepam out of Broward County, Florida from August 30, 2000.

This felony conviction is a disqualifying offense pursuant to sections 550.105(5)(b), 551.107(6)(a), and 849.086(6)(f), Florida Statutes.

Relevant Law

Section 550.105(5)(b), Florida Statutes, provides, in pertinent part that:

> …the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Section 550.105(5)(d), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere. However, the term "conviction" shall not be applied to a crime committed prior to the effective date of this subsection in a manner that would invalidate any occupational license issued prior to the effective date of this subsection or subsequent renewal for any person holding such a license.

Section 551.107(6)(a), Florida Statutes, provides in pertinent part that:

> . . .the commission may deny, suspend, revoke, or refuse to renew any slot machine occupational license if the applicant for such license or the licensee has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state that would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; racketeering; or a crime involving a lack of good moral character, or has had a gaming license revoked by this state or any other jurisdiction for any gaming-related offense.

Section 551.107(6)(c), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Section 849.086(6)(f), Florida Statutes, provides that:

> the "provisions specified in s. 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses.

CHICK, CHRISTIENE MARIE

Case # 2026-038712

License Type: Slot/Cardroom/Pari-Mutuel Indiv Combo (1055)
Occupation: Bartender

Waiver Requested: N/A

90 Day Deadline: 08/30/2026

Division of Pari-Mutuel Wagering

Licensing Administrator Review of Occupational License

CHICK, CHRISTIENE MARIE-14582722
(Applicant's Name– License #)

2026-038712
Case No:

INITIAL APPLICATION RECEIVED:	4/29/2026
Application Deemed Complete:	6/2/2026
If no Request for Waiver received, 90-Day Deadline:	**8/30/2026**

Waiver Requested: ☒No ☐Yes (Pursuant to s.120.60, F.S., the processing timeline requirement has been waived.)
- Waiver Requested: **N/A**

CM	**430 - Pompano Park**	**1055-Bartender**
Application Processor	Facility (d/b/a name)	Occupation Code / Job Title

Analyst Review

Did the applicant accurately disclose the criminal history record initially? ☒Yes ☐No
Licensing History: **N/A** Type: **N/A** Initial license issued: **N/A** Maintained Continuous licensure? ☐Yes ☐No **N/A**

Background Information

Was a deficiency letter issued to correct an omission, error, or to request information related to the offense(s)? ☒Yes ☐No
Where all items identified in the deficiency letter addressed? ☒Yes ☐No If no, explain:

☒ Felony(s): Count(s) ☐ Misdemeanor(s) – Industry Related / Gambling Related / Bookmaking

☐ Forgery, Larceny Extortion, Conspiracy To Defraud (Cardroom Professions Only)

☐ Animal Cruelty (Pari-Mutuel Professions)

Arrest Date	Location	Charge	Level	Court Case #	Disposition / Sentence	AR	Disp	Fines Paid
06/29/2000	Broward County, FL	**Charge 1-** Possession/ Sell Deliver Diazepam	Felony	062000CF011529A88810	**Charge 1-** Adjudication Withheld	Y	Y	Y
		Charge 2- Possession Of Cannabis	Misdemeanor		**Charge 2-** Adjudication Withheld			
		Charge 3- Driving Under The Influence	Misdemeanor		**Charge 3-Transferred to County Court**			
05/25/2012	Broward County, FL	**Charge 1-** DUI Alcohol or Drugs 2nd Off	Misdemeanor	062012CT010983A88810	**Charge 1-**Adjudication Withheld	N	Y	Y
		Charge 2- DUI UBAL 15 OR ACCOM BY PERSON	Misdemeanor		**Charge 2-**No Information			

Related Licenses

Check VR License Relations to Determine if Applicant is Related to a Business.

Is the individual applicant related to a business? Yes ☐ No ☒ **If yes, complete sections below.**

Business License Number: | Business Name:

Has a deficiency letter been issued to the business indicating all ODSs must be licensed? Yes ☐ No ☐

Date Deficiency Letter Issued: | Initials:

Licensing Administrator Review

Disposition Confirmation

Disqualifying Convictions/Arrests Confirmed? Yes ☒ No ☐ ☐ Approval
Disposition Attached for Disqualifier(s)? Yes ☒ No ☐

Deficiency Letter Issued: **05/01/2026** ; Application Deemed Complete: **06/02/2026**
Applicant Eligible for Waiver? Yes ☐ No ☒ If Yes: ☐ Waiver Requested ☐ Failed to Request Waiver

Forward to ☐ **Investigations** ☒ **Legal** ☐ **Commission** | Initials: CH Date: 6/15/2026

RECEIVED
APR 29 2026
By

Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
FGCC PMW-3410 – Slot Machine Individual Occupational License Application

Instructions: Please review this application thoroughly and complete all sections not marked optional. Print clearly in black or blue ink. Do not write in the space labeled "For Division Use Only."

DEMOGRAPHIC INFORMATION

Social Security Number	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☐ Male ☒ Female

Last Name	First	Middle	Suffix
Chick	Christiene	Marie	

Have you used, been known as, or called by another name (example – maiden name, pseudonym, nickname) or alias other than the name used on the application? ☐ Yes ☒ No

If yes, list the name or names used: _____

Have you, within the previous 2 years, been employed with the commission? ☐ Yes ☒ No

Race/Ethnicity (check only one):
☐ Black or African American
☒ White or Caucasian
☐ Asian or Pacific Islander
☐ Hispanic/Latino
☐ Native American or Alaskan Native
☐ Other

Are you a United States citizen? ☒ Yes ☐ No
If no, provide the name of the country of which you are a citizen: _____

Current Mailing Address	Email Address
1541 NE 34th Court Unit 205	chixk913@gmail.com

City	State	Zip Code (+4 optional)	Country
Oakland Park	Florida	33334	USA

Primary Phone Number	Secondary/Cell Phone Number (optional)
954-663-8462	

Current Street Address
1541 NE 34th Court Unit 205

City	State	Zip Code (+4 optional)	Country
Oakland Park	Florida	33334	USA

Type of Slot Machine Occupational License applying for:
☐ General Individual ☐ Professional Individual
☒ Slot Machine/Cardroom/PMW Combination

Job title(s)*: Bartender

*Applicants for a Combo license should disclose all job titles

Is this your first time applying for a racing/gaming license in Florida?
☐ Yes ☒ No

Facility where employed and/or doing business:
PPI

Employer name:
Harrah's Pompano Beach

FOR DIVISION USE ONLY

License Code 1055 License # 14582722 File # 14224 App # 55586
Association Code 430 Date Received 04/29/26 Entered By Edwards License Year 26/29
License Fee 100.00 FP Date 4/29/2026 FP Fee 0 Total Fee 100.00

☐ Waiver Requested (Combo Only) ☐ ARCI ☒ Enforcement

70CA030000004946

EMPLOYMENT HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☒ Yes
☐ No

Have you previously worked for a gaming-related employer?
If yes, you must list below all gaming-related employment history in the past ten years.

Name of Employer	Address	Start Date (Month/ Year) - End Date (Month/ Year)	Title/Position Held & Supervisor Name	Reason for Leaving
Harrahs Pompano	777 Isle of Capri Way	10/16/2025	Fran Liboratore	N/A

PREVIOUS LICENSING HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes
☒ No

Have you ever been licensed in any other racing or gaming jurisdiction? If yes, you must list all current and previous licenses and provide the details in the section below.

State(s) or Jurisdiction(s) Where Licensed	Date of Expiration	Is this license currently suspended or subject to fines or other discipline? Explain why.
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

☐ Yes
☒ No

Have you ever had a racing or gaming license revoked or denied in this or any other state or country? If yes, you must list the state(s) or jurisdiction(s) of licensure revocation or denial and explain why.

If you answered yes to the question above, provide details here:

_____

_____

_____

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☒ Yes ☐ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
10/17/2013	Broward	FL	Disobey/avoid Traffic	Misdemeanor	DL Suspended
10/17/2013	Broward	Florida	Poss. of Open Cont	Misdemeanor	Adjudicated
05/25/2012	Broward	Fl	DUI Level 0.15	Misdemeanor	Adjudicated
05/12/2012	Broward	Fl	Fail to obey traffic Sig.	Misdemeanor	Adjudicated
05/25/2012	Broward	Fl	Improper Right Turn	Misdemeanor	Adjudicated

☐ Yes ☒ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☒ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☑ Yes ☐ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
06/29/2000	Broward	Fl	Poss/Sell/Deliver Diazepam	Felony	Adjudication withheld
06/29/2000	Broward	fl	DUI	Misdemeanor	Adjudication Withheld
06/29/2000	Broward	Fl	Possesion of Xanibar	Mis	Adjudication Withheld

☐ Yes ☑ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☑ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

PLEASE READ AND SIGN BELOW

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless specifically required by Federal Statute. In this instance, disclosure of Social Security numbers is mandatory pursuant to Title 42, United States Code, Sections 653, 654; and Sections 409.2577 and 409.2598, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all occupational license applications and are used for licensee identification purposes pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L. 193, Sec. 317.

I hereby authorize the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I am able to obtain a national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), Sections 16.30-16.34. I understand that my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for challenging the FDLE or FBI criminal history records are set forth in F.S. 943.056 and Title 28, CFR, Section 16.34. I may obtain a prompt determination as to the validity of my challenge before the Division makes a final determination about my status as a licensee. A copy of the Noncriminal Justice Applicant's Privacy Rights is available on the Division's website.

Each application for a license or renewal of a license issued by the Florida Gaming Control Commission shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

Under penalties of perjury, I declare that I have read the foregoing application and the facts contained in this application are true and complete. I understand that falsification of any information on this application may result in administrative action, including fines up to $1,000, denial, suspension or revocation of the license. I agree to abide by and obey all rules and regulations of the Florida Gaming Control Commission and the laws of the State of Florida. Under penalty of perjury, I agree to inform the Commission within 48 hours of being convicted of or entering a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication.

AUTHORIZATION FOR RELEASE OF INFORMATION:

I do hereby instruct all law enforcement, criminal justice agencies, gaming commissions, tribal gaming regulatory agencies or commissions, state agencies, or commissions responsible for gaming regulation to release all requested information to the bearer of this release form, who is an authorized representative of the State of Florida, Florida Gaming Control Commission or the Florida Department of Law Enforcement.

I further authorize any individual, agency, corporation, or other entity to release any and all information requested by the bearer of this release form with respect to myself or my business. Further, I understand that under Florida Statute, any information released that is not specifically exempted shall become part of the public record, releasable upon request to the public pursuant to Chapter 119, Florida Statutes.

Christiene Marie Chick	[redacted]
Print Legal Name (First Middle Last)	Birth Date (MM/DD/YYYY)
[redacted]	Harrah's Pompano Beach
Social Security Number	Name of Employer
Christiene M Chick	4/29/26.
Signature of Applicant	Date 04/29/2026

[redacted]

RECEIVED
APR 29 2026
By

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.flgaming.gov

APPLICATION CHECKLIST – IMPORTANT –Submit all items on the checklist below to ensure faster processing.

ALL License Applicants must submit:

- ☐ Completed Form FGCC PMW-3410 – Print clearly and complete all sections that are not optional in black or blue ink.
- ☐ Provide Identification – Required by Rule 75-14.010, Florida Administrative Code.

  Provide a copy of one of the items below:
  - US Passport
  - Certificate of US Citizenship or Naturalization
  - Permanent Resident Card

  OR, Provide a copy of two of the items below:
  - Birth Certificate (Certified Copy)
  - Driver's License
  - Military ID Card
  - Student ID Card
  - Country ID Card
  - Foreign Passport
  - Government Issued Credential
  - Immigration ID Card
- ☐ Additional Pages – If necessary to respond to any application questions.
- ☐ Supporting Legal Documentation – If necessary to respond to background information questions in application.
- ☐ Three (3) Year Licensing Fee – Make checks or money orders payable to FGCC.
  - ☐ Slot Machine General Occupational License - $100.00* *does not include fingerprint fee
  - ☐ Slot Machine Professional Occupational License - $100.00*
  - ☐ Slot Machine/Cardroom/PMW Combination Occupational License - $100.00*
- ☐ Fingerprints – Choose One Option:
  - ☐ Electronic Fingerprints: Electronic fingerprints must be submitted to the Division through a law enforcement agency or an FDLE approved Livescan Service Provider. Submit electronic fingerprints with the following ORI number: FL925185Z.

    IMPORTANT: Electronic fingerprint processing fees must be paid directly to the law enforcement agency or FDLE approved Livescan Service Provider.
  - ☐ Fingerprint Card: Fingerprint cards (FD-258) can be mailed to applicants upon request by contacting the Division at the address or phone number below. Completed fingerprint cards must be mailed to the Division with your application.

    IMPORTANT: Fingerprint card processing fees must be paid to the Division. Please see http://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx for the current fee amount.
  - ☐ Fingerprint Resubmission for Renewal and Upgrade Applicants: Applicants timely renewing or upgrading a license need only provide the Division a fingerprint resubmission processing fee. Visit our website or contact us for the current fee amount.

    IMPORTANT: Timely submission of renewals must occur within one year of the expiration of applicant's license.

Please mail your completed application, documentation and required fee(s) to:
Florida Gaming Control Commission
Pari-Mutuel Wagering, Licensing Section
4070 Esplanade Way, Suite 250, Tallahassee, Florida 32399
Phone: 850.794.8130

OCCUPATIONAL LICENSE FEE VOUCHER

Date: 3/25/26

Applicant Name: Tina Chick
(Please Print)

Position/Title: Bartender
(Please Print)

This voucher must be submitted with the applicant's completed Slot/Cardroom Pari-Mutuel Indiv Combo License Application.

Form to the FGCC Licensing and Compliance Office.

Upon receipt of an authorized voucher, Harrah's Pompano Beach agrees to remit to the Division.

- [x] $100 (3-year license)
- [ ]
- [ ] $36.00 (New fingerprints)
- [ ] $13.25 (Renewal Fingerprints)

Robin Weiss 800857210

Human Resources Authorized Signature

For Accounting use only.

800861318

PS-03-1051

FLORIDA'S CLERKS OF COURT
AND COMPTROLLERS
Bring You
CCIS
COMPREHENSIVE CASE
INFORMATION SYSTEM

[redacted]

2918 2500

WC 7865

RECEIVED JUN 02 2026

COMPLAINT AFFIDAVIT

BROWARD COUNTY ARREST NO. 23G19871

OBTS. NO.

FILING AGENT	OFFENSE REPORT	LOCAL I.D. NO.	FDLE	FBI	SID NO.
BS DLE	PB00-06-02339				[redacted]

DEFENDANT'S LAST NAME	FIRST	MIDDLE	SUF	ALIAS/STREET NAME	CITIZENSHIP
CHICK	CHRISTIENE	M			

RC.	SEX	HGT.	WGT.	EYES	HAIR	COMP.	AGE	D.O.B.	BIRTHPLACE	SCARS, MARKS, TT
W	F	5'10	125	BROWN	BROWN	MED	33	[redacted]	FT LAUDERD FL	

PERMANENT ADDRESS: 241 NW 52 ST, FT LAUDERDALE FL 33309

LOCAL ADDRESS:

PLACE OF EMPLOYMENT: CALYPSO LENGTH:

RESIDENCE TYPE: COUNTY

HOW LONG DEFENDANT IN BROWARD COUNTY	BREATHALYZER BY/CCN	READING	PLACE OF ARREST	DATE/TIME ARRESTED	ARRESTING OFFICER(S) CCN
ALL	REF	REF	1400 N. Federal	06/29/00 0154	Faccini, David 9446

OFFICER INJURED	UNIT	ZONE	AREA	SHIFT	UNIT TRANSPORTING PRISONER	TRANSPORTING OFFICER/CCN	PICK-UP TIME / TIME ARRIVED AT BSO	DRUG TYPE
NO	BS	2	1	0131				

NARCOTICS: POSSESS 11 GRAM(S) MARIJUANA; POSSESS 30 DOSE(S) /UN DIAZEPAM

INDICATION OF: ALCOHOL INFLUENCE / DRUG INFLUENCE: YES

ATTACH DEFENDANT'S PHOTO

DEFENDANT'S VEHICLE-MAKE FORD TYPE MUSTAN YEAR 1993 COLOR BLU

VIN NO. [redacted]

VEHICLE TOWED TO Macks TAG NO. [redacted] OTHER IDENTIFIERS OR REMARKS

NAME OF VICTIM (IF CORPORATION, EXACT LEGAL NAME AND STATE OF INCORP.)	ADDRESS	PHONE #

COUNT NO	Mag. Code/ Capias-Warrant#	Bond	F.S.S.	UCR	CITATION #, IF APPLICABLE
1	POSSESSION OF CONTROLLED SUBSTANCE 3FY	1,000	893.13	350A	
2	POSS. MARIJUANA UNDER 20 GRAMS 1MY	100	893.13	350A	
3	DUI 309 S/3-W	500	316.193(1)		

PROBABLE CAUSE AFFIDAVIT

Before me this date personally appeared 9446 Faccini, David who being first duly sworn deposes and says that on _____ day 06/29/00, 19 ___ at 1400 N FEDERAL HY POMPANO BEACH FL (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe SAME are as follows:

The undersigned was traveling south on Federal Hwy and at the 600 Blk. of N. Federal Hwy I observed the above listed vehicle traveling north at what appeared to be a high rate of speed. I visually estimated the subj. vehicles speed at 65 mph and activated my radar (unit 21) and received a target speed of 62 in a posted 45 zone.

I effected U turn and made contact with the vehicle at the 1400 activating my emergency lights at the 1100 blk. The def. exited and approached the undersigned. I made contact with the def. and noticed a strong odor of alcoholic beverages on her breath, bloodshot eyes, and appeared unsteady. Def. advised she had one drink and she was coming

I swear the above statement is correct and true to the best of my knowledge and belief.

OFFICER/AFFIANT'S SIGNATURE: [signature] OFFICER'S NAME/CCN: Faccini, David 9446 OFFICER'S DIVISION: BS DLE

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2000, who is personally known to me or has produced (ID Type) BD as identification and who did (DID OR DID NOT) take an oath.

(SEAL OR STAMP)

DEPUTY CLERK OF THE COURT, NOTARY PUBLIC, OR ASSISTANT STATE ATTORNEY

TITLE OR RANK/CCN

SEVENTEENTH JUDICAL CIRCUIT
BROWARD COUNTY
STATE OF FLORIDA
BSODB #2 (REV 9/91)

FIRST APPEARANCE/ARREST FORM

SHOULD ADDITIONAL SPACE BE NEEDED, USE PROBABLE CAUSE AFFIDAVIT CONTINUATION.

Orig. - Court
2nd - State Atty
3rd - Filing Agency
4th - Arresting Agency

NOTE: This factual account is offered for the limited purpose of establishing probable cause to validate the above-named individual's arrest. The incident and other supplemental report(s) will provide a comprehensive factual account.

RECEIVED
JUN 02 2026
By OBTS. NO.: _____

BROWARD CO.
ARREST NO.: _____

COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

DEFENDANT'S LAST NAME	FIRST	MID	SUF	HGT	WGT	RC	SEX	OFFENSE REPORT	ARRESTING OFFICER(S)/CCN
CHICK	CHRISTI	M		5'10	125	W	F	PB00-06-02339	Faccini, Davi 9446

NAME OF VICTIM (IF CORPORATION, EXACT LEGAL NAME AND STATE OF INCORP.)	ADDRESS	PHONE #

COUNT NO.	Mag.Code/ Capias-Warrant #	OFFENSES CHARGED Bond	F.S.S.	UCR	CITATION #, IF APPLICABLE
4	UNLAWFUL SPEED STATE RD 3775ACH		316.187(1)		

Before me this date personally appeared 9446 Faccini, David, who being first duly sworn deposes and says that on _____ day 06/29/00, 19___ at POMPANO BEACH FL (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe same are as follows:

from work (Calypso).

I activated carcam and approached the def. again advising conducting a criminal investigation for D.U.I. and explained that the FSTS were voluntary. The def. advised she was not taking any medications, was not ill or injured and had a college education.

HGN: The def. swayed. I noticed an exag. sway. Def. followe stimuli with her head contrary to instructions. Both eyes showed exag. nystagmus and onset of exag. nystagmus at max. deviation.

ABC- The def. rhymed the alphabet contrary to instruc repeatedly opened her eyes and started over several times unable to complete the alphabet.

FTN: I explained and demonstrated approx. 4 times becaus repeatedly did not follow my instructions when told to begin. The def. did advise that she did understand the instructions. The def. touched under nose twice and pointed forward twice contrary to instructions. The def. also swayed and opened eyes and did not keep head tilted back as instructed and demonstrated.

W&T- The def. removed her foot from the instructional s several times contrary to instructions. Def. was unsteady during stance and started before being told to begin. Def. used arms for balance, did not use series of steps during pivot and did not continue counting out loud as explained and demonstrated.

Based upon my total observations it was my opinion she was unde influence to the extent that her normal faculties were impaired placing her under arrest.

I explained the implied consent to her advising she understoo that she wanted to submit to a breath test. I transported to T-671 where after going on video at the BAT she advised that she would take the breath test again, but prior to the testing she refused and advised she did not care that her license would be suspended.

I swear the above statement is correct and true to the best of my knowledge and belief.

OFFICER/AFFIANT'S SIGNATURE | Faccini, David 9446 OFFICER'S NAME/CCN | BS DLE OFFICER'S DIVISION

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June 2000, 19___ (SEAL OR STAMP) who is personally known to me or who has produced (ID Type) _____ as identification and who did take an oath.
(DID OR DID NOT)

6233
DEPUTY CLERK OF THE CIRCUIT COURT/NOTARY PUBLIC, OR ASSISTANT STATE ATTORNEY | TITLE OR RANK/CCN

SEVENTEENTH JUDICAL CIRCUIT
BROWARD COUNTY
STATE OF FLORIDA

FIRST APPEARANCE/ARREST FORM

1st - Court
2nd - State Atty
3rd - Filing Agency
4th - Arresting Agency

BSODB 2A (REV 9/91)

NOTE: This factual account is offered for the limited purpose of establishing probable cause to validate the above-named individual's arrest. The incident and other supplemental report(s) will provide a comprehensive factual account.

RECEIVED
JUN 02 2026
By
OBTS. NO.:

BROWARD CO.
ARREST NO.:

COMPLAINT AFFIDAVIT
PROBABLE CAUSE AFFIDAVIT CONTINUATION

DEFENDANT'S LAST NAME	FIRST	MID	SUF	HGT	WGT	RC	SEX	OFFENSE REPORT	ARRESTING OFFICER(S)/CCN
CHICK	CHRISTI	M		5'10	125	W	F	PB00-06-02339	Faccini,Davi 9446

NAME OF VICTIM (IF CORPORATION, EXACT LEGAL NAME AND STATE OF INCORP.)	ADDRESS	PHONE #

COUNT NO.	Mag.Code/ Capias-Warrant #	OFFENSES CHARGED Bond	F.S.S.	UCR	CITATION #, IF APPLICABLE
		28(b)(2)			

Before me this date personally appeared 9446 Faccini,David, who being first duly sworn deposes and says that on _____ day 06/29/00, 19___ at POMPANO BEACH FL (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe same are as follows:

Note that while inventoring the def.s vehicle D/S Mign discovered a clear plastic bag containing suspect marijuana (valtox tested positive) at scene and 30 individual foil packets of Valium. The marijuana weighed in at 11 grams and subsequently placed into evidence. Carcam video I-7738. Severe mood swings crying off an

STATE OF FLORIDA
BROWARD COUNTY
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of
The original filed in my office.
WITNESS my hand and Official Seal at Fort Lauderdale, FL on
MAY 19 2026
CLERK OF THE CIRCUIT COURT
By
Deputy Clerk

I swear the above statement is correct and true to the best of my knowledge and belief.

OFFICER/AFFIANT'S SIGNATURE — Faccini,David 9446 — BS DLE
OFFICER'S NAME/CCN — OFFICER'S DIVISION

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of June, 2000, 19___ (SEAL OR STAMP)
who is personally known to me or who has produced (ID Type) _____ as identification and
who DID DID OR DID NOT take an oath.

6233
DEPUTY CLERK OF THE COURT, NOTARY PUBLIC, OR ASSISTANT STATE ATTORNEY — TITLE OR RANK/CCN

SEVENTEENTH JUDICAL CIRCUIT
BROWARD COUNTY
STATE OF FLORIDA

FIRST APPEARANCE/ARREST FORM

1st - Court
2nd - State Atty
3rd - Filing Agency
4th - Arresting Agency

BSO08 2A (REV 9/91)

NOTE: This factual account is offered for the limited purpose of establishing probable cause to validate the above-named individual's arrest. The incident and other supplemental report(s) will provide a comprehensive factual account.

RECEIVED
JUN 02 2026
By

OFFICIAL RECEIPT
Brenda D. Forman, Clerk of Courts
Seventeenth Judicial Circuit
Archives Central Division
201 Southeast 6th Street, Room 3305
Your feedback matters!
Tell us what you think at
https://www.browardclerk.org/
Miscellaneous/ClerkSurveys

Receipt No. **ARCH-2026-01454**
Transaction Date 05/19/2026
Payor
Christine Chick

Description	Amount Paid
Miscellaneous Payment	
Archives Central Certify	2.00
Archives Central Copy F	3.00
SUBTOTAL	**5.00**
PAYMENT TOTAL	**5.00**
Credit Card/Debit Card (Ref #23581640678) Tendered	5.00
Total Tendered	5.00
Change	0.00

05/19/2026 12:29 PM | Cashier Station CCAC15170 | Audit 10278224

OFFICIAL RECEIPT

State of Florida Vs. Chick, Christiene M

Broward County Case Number: 00011529CF10A
State Reporting Number: 062000CF011529A88810
Court Type: Felony
Case Type: Felony
Filing Date: 06/30/2000
Case Status: Closed
Court Location: Central Courthouse
Judge ID / Name: Ledee - FI, Frank`
Magistrate Id / Name: N/A
BCCN: 0241987

Party(ies)

Total: 3

Party Type	Party Name	Address	Attorneys / Address Denotes Lead Attorney
Cash Bond Depositor	**Caporaso, Thomas J**		
Defendant	**Chick, Christiene M** *Alias Name* **Chick, Christiene** **Gender:** Female **Race:** White **Language:** English (American) **Complexion:** Medium **Height:** 5'10" **Weight:** 135 **Eye:** Hazel **Hair:** Brown **DOB:** [redacted] **Birth City:** Ft Laud **Birth State:** FL	1541 NE 35Th Court Oakland Park, FL 33334	*Heffernan, Bart Thomas* *Bar ID: 353949* *Marinosci Law Group, PA* *100 W. Cypress Creek Rd.* *Suite 1045* *Ft. Lauderdale, FL 33309* ***Status: Removed 08/30/2000***
State	**State of Florida**		

Charge(s)

Total: 3

Offense Date	Charge	Degree	Detail
06/29/2000	1	(F3)	**Poss/sell/deliver Diazepam** Date Filed: 06/29/2000 Current Statute: (F3)893.03(4).P Filing Type: SAO Information Filing Agency: Broward Sheriff Office/Pompano Beach Original Statute: (F3)893.03(4).P-Poss/sell/deliver Diazepam
06/29/2000	2	(M1)	**Possession of Cannabis** Date Filed: 06/29/2000 Current Statute: (M1)893.131(G) Filing Type: SAO Information Filing Agency: Broward Sheriff Office/Pompano Beach Original Statute: (M1)893.131(G)-Possession of Cannabis
06/29/2000	3	(M1)	**Driving Under The Influence** Date Filed: 06/29/2000 Current Statute: (M1)316.193(1) Filing Type: SAO Information Filing Agency: Broward Sheriff Office/Pompano Beach Original Statute: (M1)316.193(1)-Driving Under The Influence

Warrant(s)

Total: 0

There is no Warrant Information available for this case.

Bond(s)

Total: 1

Posted Date	Charge(s)	Detail	Status
06/29/2000	1	**Bond# 2208837** **(Active)** Bond Type: Cash Bond Bond Amount: $1000.00	06/29/2000 POSTED

Arrest(s)

Total: 3

Arrest Date	Charge	Arrest Number	Detail
06/29/2000	1	PB00019871	**Arrest** Name At Arrest: Chick, Christiene M Offense: Poss/sell/deliver Diazepam Degree: (F3) Bond Amount: $1000.00 Bond Type: Cash Bond Statute: 893.03(4).P OBTS Number: 0012652673

Arrest Date	Charge	Arrest Number	Detail
06/29/2000	2	PB00019871	**Arrest** Name At Arrest: Chick, Christiene M Offense: Possession of Cannabis Degree: (M1) Bond Amount: $ Statute: 893.131(G) OBTS Number: 0012652673
06/29/2000	3	PB00019871	**Arrest** Name At Arrest: Chick, Christiene M Offense: Driving Under The Influence Degree: (M1) Bond Amount: $500.00 Bond Type: Cash Bond Statute: 316.193(1) OBTS Number: 0012652673

− Disposition(s)

Total: 3

Offense Date	Charge	Disposition(s)
06/29/2000	1	**Plea(s)** **08/30/2000 Amended Plea** (Reason: Change of Plea,) Change of Plea-Nolo Contendere **07/11/2000 Plea** *Written Plea Not Guilty-Jury* **Disposition(s)** **08/30/2000 Disposition** Adjudication Withheld **Sentence(s)** **08/30/2000 Sentence** (Judicial Officer(s): May, Melanie) Comment (Docketrac Sentence Record Note: Treatment Of Choice) Comment (Total Amount Imposed $250.00) Charge Reopen Status (06/12/2001, Closed, 1) State Probation (0 Year(s) 18 Month(s) 0 Day(s), Start Date: 08/30/2000, End Date: 06/12/2001) Provisions: Provisions (No Alcohol, Random Urinalysis) Special Provisions(Defendant Sentenced Under Sentencing Guidelines)

Offense Date	Charge	Disposition(s)
06/29/2000	2	**Plea(s)** **08/30/2000 Amended Plea** (Reason: Change of Plea,) Change of Plea-Nolo Contendere **07/11/2000 Plea** *Written Plea Not Guilty-Jury* **Disposition(s)** **08/30/2000 Disposition** Adjudication Withheld **Sentence(s)** **08/30/2000 Sentence** (Judicial Officer(s): May, Melanie) State Probation (0 Year(s) 0 Month(s) 60 Day(s), Start Date: 08/30/2000, End Date: 10/29/2000) Sentence Status (Concurrent, Case#: 00-011529-CF10A, Counts: 001-001, Comment: Def#:00011529CF10A Count:001) Provisions: Provisions (Waive All Costs) Special Provisions(Defendant Sentenced Under Sentencing Guidelines)
06/29/2000	3	**Plea(s)** **07/11/2000 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **08/30/2000 Disposition** Transferred to County Court

Case Financial Details

Collection Date	Charge	Citation Number	Total Imposed Amount	Total Amount Due	Total Amount Paid	Current Amount Due	Last Payment Date	Last Payment Amount	Next Payment Date	Next Payment Amount
06/13/2001	1		$250.00	$250.00	$250.00	$0.00	03/01/2001	$0.37		$0.00

Event(s) & Document(s)

Total: 26

Date	Description	Additional Text	View / Pages
06/12/2001	**Hrg Held On Defense Motion To Terminate Probation**	I/cr-Electronic	
06/12/2001	**File Order Granting Def Motion To Terminate Probation**		

Date	Description	Additional Text	View / Pages
06/01/2001	**File Defense Notice Of Hearing**	6-12-01	
08/30/2000	**Broward County Supervision**	Count(s):<|002|>	
08/30/2000	**Broward County Supervision**	Count(s):<|001|>	
08/30/2000	**File Order Of Probation**		
08/30/2000	**Hearing Held / Change Of Plea**	Cr-Electronic Count(s):<|001|002|>	
08/30/2000	**File Order Granting Def Motion For Severance**	And Transfer To County Court Count(s): <|003|>	
08/30/2000	**File Waiver Of Speedy Trial**	And Double Jeopardy Rights Count(s): <|003|>	
08/30/2000	**File Fingerprint Form**		
08/30/2000	**File Acknowledgement -Waiver Of Rights**		
08/30/2000	**Case Transferred**	To Fi Division/per Sentence	
08/28/2000	**File Defense Notice Of Hearing**	8-30-00	
08/09/2000	**File States Discovery Submission**		
08/09/2000	**File State Demand For Notice Of Alibi**		
08/08/2000	**File Order Transferring Case**	To Fn From Fi Div	
08/08/2000	**Hearing Set**	Pre-Trial Drug Court Determination 8/30/00	
08/08/2000	**Hrg Held On Defense Motion To Transfer**	To Drug Court/ct Rept M Jewell	
08/08/2000	**File Order Granting Def Motion To Transfer**	To Drug Court Fn Division	
08/07/2000	**File Defense Notice Of Hearing**	M/transfer To Drug Court 8/8/00	
07/25/2000	**Arraignment Held**	Ct Rept M Jewell	
07/25/2000	**Defendant Allowed 15 Days to File Motions**		
07/12/2000	**File Defense Demand For Discovery**		
07/12/2000	**File Defense Motion For Statement Of Particulars**		
07/12/2000	**File Defense Written Plea Of Not Guilty**	Notice Of Appearance	
06/29/2000	**Bond Posted**	(2) Cash Bonds #2208837 And 38	

Hearing(s)

Total: 2

Date	Description	Additional Text
08/30/2000	**Hearing/Pre-Trial Drug Court Determination**	Hearing Time: 8:30 AM Judicial Officer(s):Davis - FN, Michael Location: Room 6840
08/30/2000	**Hearing/Defense Motion for Severance**	Hearing Time: 8:30 AM Judicial Officer(s):Davis - FN, Michael Location: Room 6840 *Hrg Sheet 8/24/00*

Related Case(s)

Total: 0

There is no related case information available for this case.

State of Florida Vs Chick, Christiene

Broward County Case Number: 12010983MM10A
State Reporting Number: 062012CT010983A88810
Court Type: Traffic and Misdemeanor
Case Type: Misdemeanor *
Filing Date: 05/27/2012
Case Status: Closed - Probation
Court Location: Central Courthouse
Judge ID / Name: Berman - MB, Fred J'
Magistrate Id / Name: N/A
BCCN: 0241987

Party(ies)

Total: 3

Party Type	Party Name	Address	Attorneys / Address Denotes Lead Attorney
Defendant	**Chick, Christiene** *Alias Name* **Chick, Christiene M** **Gender:** Female **Race:** White **Language:** English (American) **Complexion:** Medium **Height:** 5'10" **Weight:** 135 **Eye:** Hazel **Hair:** Brown **DOB** [redacted] **Birth City:** Ft Laud **Birth State:** FL	1541 NE 35Th Court Oakland Park, FL 33334	Ostrow, Gary Stephen Bar ID: 354694 2500 North Federal Highway Suite 100 Fort Lauderdale, FL 33305 **Status: Active**
State	**State of Florida**		
Bond Company	**Broward County Bail Bonds**		

Charge(s)

Total: 5

Offense Date	Charge	Degree	Detail
05/25/2012	1	(M1)	**DUI Level 0.15 Or Minor In Veh** Date Filed: 05/25/2012 Current Statute: (M1)316.193(4) Filing Type: SAO Information Filing Agency: Broward Sheriff Office Original Statute: (M1)316.193(4)-DUI Level 0.15 Or Minor In Veh Citation Number: 9411-GTL **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	2	(M1)	**Driving Under The Influence** Date Filed: 05/25/2012 Current Statute: (M1)316.193(1) Filing Type: No Information Filing Agency: Broward Sheriff Office Original Statute: (M1)316.193(1)-Driving Under The Influence Citation Number: 3588-XEY **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	3	(0)	**Improper Right Turn** Date Filed: 05/25/2012 Current Statute: (0)316.151(1)(A) Filing Agency: Broward Sheriff Office Original Statute: (0)316.151(1)(A)-Improper Right Turn Citation Number: 9413-GTL **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	4	(0)	**Fail To Obey Traffic Sign** Date Filed: 05/25/2012 Current Statute: (0)316.074(1) Filing Agency: Broward Sheriff Office Original Statute: (0)316.074(1)-Fail To Obey Traffic Sign Citation Number: 2240-GYS **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan

Offense Date	Charge	Degree	Detail
05/25/2012	5	(0)	**Possession Of Open Container** Date Filed: 05/25/2012 Current Statute: (0)316.1936 (2) Filing Agency: Broward Sheriff Office Original Statute: (0)316.1936 (2)-Possession Of Open Container Citation Number: 2239-GYS **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan

Warrant(s)

Total: 0

There is no Warrant information available for this case.

Bond(s)

Total: 0

There is no Bond information available for this case.

Arrest(s)

Total: 5

Arrest Date	Charge	Arrest Number	Detail
05/25/2012	1	BS12003767	**Arrest** Offense: Dui Alcohol Or Drugs 2N Degree: (M1) Bond Amount: $1000.00 Bond Type: Surety Bond Statute: MXXU OBTS Number: 0607147709
05/25/2012	2	BS12003767	**Arrest** Offense: Dui Ubal>.15 Or Accom By Degree: (M1) Bond Amount: $1000.00 Bond Type: Surety Bond Statute: MXXU OBTS Number: 0607147709
05/25/2012	3	BS12003767	**Arrest** Offense: Improper Right Turn Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709

Arrest Date	Charge	Arrest Number	Detail
05/25/2012	4	BS12003767	**Arrest** Offense: Disobey/Avoid Traffic Dev Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709
05/25/2012	5	BS12003767	**Arrest** Offense: Poss Of Open Cont In M/V Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709

− Disposition(s)

Total: 5

Offense Date	Charge	Disposition(s)
05/25/2012	1	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Adjudicated **Sentence(s)** **10/17/2013 (E) - Probation** (Judicial Officer(s): Merrigan, Edward H, Jr.) County Reporting Probation (9 Month(s), Start Date: 10/17/2013, End Date: 04/09/2014, Comment: $2576// partial payments; prob terminated 040914) Driver's License Suspended (License Suspended by Court, Term: 9 Month(s), Interlock Restrictions: 2 Year(s)) Provisions: Provisions (DUI Multi Offender Education Course/ Phase II, No Alcohol, No Intoxicants, Order Immobilization, Random Breath, Random Urinalysis, Smart Start Ignition Interlock Program)
05/25/2012	2	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **06/15/2012 Disposition** No Information
05/25/2012	3	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed

Offense Date	Charge	Disposition(s)
05/25/2012	4	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed
05/25/2012	5	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed

Collection(s)

Total: 5

Collection Date	Charge	Citation Number	Total Imposed Amount	Total Amount Due	Total Amount Paid	Current Amount Due	Last Payment Date	Last Payment Amount	Next Payment Date	Next Payment Amount
04/11/2014	1	009411GTL	$2576.00	$2581.00	$2581.00	$0.00	03/10/2014	$2091.00	-	$0.00

Event(s) & Document(s)

Total: 43

Date	Description	Additional Text	View / Pages
04/09/2014	**File Order Granting Def Motion To Terminate Probation**		/1
03/26/2014	**File Defense Motion To Terminate Probation**		/2
01/07/2014	**Payment In Overpay Field**	$490 APPLY TO DEFER	
10/30/2013	**File Order Of Probation**		/1
10/22/2013	**File Notice**	owner by certified mail	
10/22/2013	**Notice Of Impound Cost-Paid**		
10/17/2013	**Hearing Held / Change Of Plea**	crs//	
10/17/2013	**File Acknowledgement -Waiver Of Rights**		
10/17/2013	**File And Record Judgment**		

Date	Description	Additional Text	View / Pages
10/17/2013	**File Order Of Immobilization**		
08/01/2013	**Hrg Held On Defense Motion To Suppress**	crs//	
08/01/2013	**File Order Denying Def Motion To Suppress**		
06/06/2013	**File Defense Motion To Suppress Physical Evidence**	statements, and observations	
06/06/2013	**File Defense Notice Of Hearing**	Motion to suppress physical evidence, statements and observations// 080113 @2pm, room 344	
06/03/2013	**Hearing Not Held**	crs// no action taken/deleted	
05/29/2013	**Entered In Error**		
05/28/2013	**File Defense Motion To Suppress Physical Evidence**		
04/18/2013	**Reset Calendar Call**	l/crs	
04/18/2013	**File Order Granting Def Motion For Continuance**		
04/01/2013	**File Defense Motion To Suppress Physical Evidence**		
02/14/2013	**Calendar Call/Held**	crs	
02/14/2013	**File Order Granting Def Motion For Continuance**		
02/14/2013	**File Waiver Of Speedy Trial**		
11/29/2012	**Calendar Call/Held**	crs	
11/29/2012	**File Order Granting Def Motion For Continuance**		
11/20/2012	**File Notice Of Unavailability Of Counsel**		
11/08/2012	**Release Status**	BS12003767	
10/12/2012	**File Defense Notice Of Hearing**	M/to withdraw// 102512 @830am, room 344	
10/12/2012	**File Defense Motion To Withdraw As Atty Of Record**		
09/27/2012	**File Order Granting Def Motion For Continuance**	signed 091912//ccall 092712	
09/20/2012	**File Defense Motion For Continuance**	ccall 092712//	
09/20/2012	**File Letter**		

Date	Description	Additional Text	View / Pages
08/09/2012	**Calendar Call/Held**	set ccall/crs	
08/09/2012	**File Order Granting Def Motion For Continuance**		
07/12/2012	**Notes**	called bondsman/shawn/to correct charges on bonds/	
07/10/2012	**Notes**	called bondsman/dwayne/to correct charges on bond/	
06/21/2012	**State's Discovery Submission**	exhibit	
06/21/2012	**File State Demand For Notice Of Alibi**		
06/08/2012	**File Notice Of Appearance**		
06/08/2012	**File Defense Demand For Discovery**		
06/08/2012	**File Defense Written Plea Of Not Guilty**		
06/08/2012	**File Defense Demand For Trial By Jury**		
05/27/2012	**Case Created**		

Hearing(s)

Total: 11

Date	Description	Additional Text
04/09/2014	**Hearing/Change of Plea**	Hearing Time: 10:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx Set by Kelly per Gary Ostrow*
08/01/2013	**Hearing/Defense Motion to Suppress**	Hearing Time: 2:00 PM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
08/01/2013	**Calendar Call**	Hearing Time: 2:00 PM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
06/03/2013	**Hearing/Defense Motion to Suppress**	Hearing Time: 11:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx per hearing sheet 5/29/13*
08/01/2013	**Calendar Call**	*CANCELED Rescheduled* Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx*

Date	Description	Additional Text
04/18/2013	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 xx
02/14/2013	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 xx
11/29/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
10/25/2012	**Calendar Call**	Hearing Time: 10:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
09/27/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 xx
08/09/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344

Related Case(s)

Total: 0

There is no related case information available for this case.

State of Florida Vs Chick, Christiene

Broward County Case Number: 12010983MM10A
State Reporting Number: 062012CT010983A88810
Court Type: Traffic and Misdemeanor
Case Type: Misdemeanor *
Filing Date: 05/27/2012
Case Status: Closed - Probation
Court Location: Central Courthouse
Judge ID / Name: Berman - MB, Fred J`
Magistrate Id / Name: N/A
BCCN: 0241987

Party(ies)

Total: 3

Party Type	Party Name	Address	Attorneys / Address ★ Denotes Lead Attorney
Defendant	**Chick, Christiene** *Alias Name* **Chick, Christiene M** **Gender:** Female **Race:** White **Language:** English (American) **Complexion:** Medium **Height:** 5'10" **Weight:** 135 **Eye:** Hazel **Hair:** Brown **DOB:** [redacted] **Birth City:** Ft Laud **Birth State:** FL	1541 NE 35Th Court Oakland Park, FL 33334	★ Ostrow, Gary Stephen Bar ID: 354694 2500 North Federal Highway Suite 100 Fort Lauderdale, FL 33305 **Status: Active**
State	**State of Florida**		
Bond Company	**Broward County Bail Bonds**		

Charge(s)

Total: 5

Offense Date	Charge	Degree	Detail
05/25/2012	1	(M1)	**DUI Level 0.15 Or Minor In Veh** Date Filed: 05/25/2012 Current Statute: (M1)316.193(4) Filing Type: SAO Information Filing Agency: Broward Sheriff Office Original Statute: (M1)316.193(4)-DUI Level 0.15 Or Minor In Veh Citation Number: 9411-GTL **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	2	(M1)	**Driving Under The Influence** Date Filed: 05/25/2012 Current Statute: (M1)316.193(1) Filing Type: No Information Filing Agency: Broward Sheriff Office Original Statute: (M1)316.193(1)-Driving Under The Influence Citation Number: 3588-XEY **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	3	(0)	**Improper Right Turn** Date Filed: 05/25/2012 Current Statute: (0)316.151(1)(A) Filing Agency: Broward Sheriff Office Original Statute: (0)316.151(1)(A)-Improper Right Turn Citation Number: 9413-GTL **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan
05/25/2012	4	(0)	**Fail To Obey Traffic Sign** Date Filed: 05/25/2012 Current Statute: (0)316.074(1) Filing Agency: Broward Sheriff Office Original Statute: (0)316.074(1)-Fail To Obey Traffic Sign Citation Number: 2240-GYS **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan

Offense Date	Charge	Degree	Detail
05/25/2012	5	(0)	**Possession Of Open Container** Date Filed: 05/25/2012 Current Statute: (0)316.1936 (2) Filing Agency: Broward Sheriff Office Original Statute: (0)316.1936 (2)-Possession Of Open Container Citation Number: 2239-GYS **Vehicle Information** License Number: [redacted] License State: FL Year: 2004 Model: Nissan

Warrant(s)

Total: 0

There is no Warrant information available for this case.

Bond(s)

Total: 0

There is no Bond information available for this case.

Arrest(s)

Total: 5

Arrest Date	Charge	Arrest Number	Detail
05/25/2012	1	BS12003767	**Arrest** Offense: Dui Alcohol Or Drugs 2N Degree: (M1) Bond Amount: $1000.00 Bond Type: Surety Bond Statute: MXXU OBTS Number: 0607147709
05/25/2012	2	BS12003767	**Arrest** Offense: Dui Ubal>.15 Or Accom By Degree: (M1) Bond Amount: $1000.00 Bond Type: Surety Bond Statute: MXXU OBTS Number: 0607147709
05/25/2012	3	BS12003767	**Arrest** Offense: Improper Right Turn Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709

Arrest Date	Charge	Arrest Number	Detail
05/25/2012	4	BS12003767	**Arrest** Offense: Disobey/Avoid Traffic Dev Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709
05/25/2012	5	BS12003767	**Arrest** Offense: Poss Of Open Cont In M/V Degree: (0) Bond Amount: $ Statute: IXXU OBTS Number: 0607147709

− Disposition(s)

Total: 5

Offense Date	Charge	Disposition(s)
05/25/2012	1	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Adjudicated **Sentence(s)** **10/17/2013 (E) - Probation** (Judicial Officer(s): Merrigan, Edward H, Jr.) County Reporting Probation (9 Month(s), Start Date: 10/17/2013, End Date: 04/09/2014, Comment: $2576// partial payments; prob terminated 040914) Driver's License Suspended (License Suspended by Court, Term: 9 Month(s), Interlock Restrictions: 2 Year(s)) Provisions: Provisions (DUI Multi Offender Education Course/ Phase II, No Alcohol, No Intoxicants, Order Immobilization, Random Breath, Random Urinalysis, Smart Start Ignition Interlock Program)
05/25/2012	2	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **06/15/2012 Disposition** No Information

Offense Date	Charge	Disposition(s)
05/25/2012	3	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed
05/25/2012	4	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed
05/25/2012	5	**Plea(s)** **06/08/2012 Plea** Written Plea Not Guilty-Jury **Disposition(s)** **10/17/2013 Disposition** Dismissed

Case Financial Details

Collection Date	Charge	Citation Number	Total Imposed Amount	Total Amount Due	Total Amount Paid	Current Amount Due	Last Payment Date	Last Payment Amount	Next Payment Date	Next Payment Amount
04/11/2014	1	009411GTL	$2,576.00	$2,581.00	$2,581.00	$0.00	03/10/2014	$2,091.00		$0.00

Event(s) & Document(s)

Total: 43

Date	Description	Additional Text	View / Pages
04/09/2014	**File Order Granting Def Motion To Terminate Probation**		/1
03/26/2014	**File Defense Motion To Terminate Probation**		/2
01/07/2014	**Payment In Overpay Field**	$490 APPLY TO DEFER	
10/30/2013	**File Order Of Probation**		/1

Date	Description	Additional Text	View / Pages
10/22/2013	**File Notice**	owner by certified mail	
10/22/2013	**Notice Of Impound Cost-Paid**		
10/17/2013	**Hearing Held / Change Of Plea**	crs//	
10/17/2013	**File Acknowledgement -Waiver Of Rights**		
10/17/2013	**File And Record Judgment**		
10/17/2013	**File Order Of Immobilization**		
08/01/2013	**Hrg Held On Defense Motion To Suppress**	crs//	
08/01/2013	**File Order Denying Def Motion To Suppress**		
06/06/2013	**File Defense Motion To Suppress Physical Evidence**	statements, and observations	
06/06/2013	**File Defense Notice Of Hearing**	Motion to suppress physical evidence, statements and observations// 080113 @2pm, room 344	
06/03/2013	**Hearing Not Held**	crs// no action taken/deleted	
05/29/2013	**Entered In Error**		
05/28/2013	**File Defense Motion To Suppress Physical Evidence**		
04/18/2013	**Reset Calendar Call**	i/crs	
04/18/2013	**File Order Granting Def Motion For Continuance**		
04/01/2013	**File Defense Motion To Suppress Physical Evidence**		
02/14/2013	**Calendar Call/Held**	crs	
02/14/2013	**File Order Granting Def Motion For Continuance**		
02/14/2013	**File Waiver Of Speedy Trial**		
11/29/2012	**Calendar Call/Held**	crs	
11/29/2012	**File Order Granting Def Motion For Continuance**		
11/20/2012	**File Notice Of Unavailability Of Counsel**		
11/08/2012	**Release Status**	BS12003767	
10/12/2012	**File Defense Notice Of Hearing**	M/to withdraw// 102512 @830am, room 344	

Date	Description	Additional Text	View / Pages
10/12/2012	**File Defense Motion To Withdraw As Atty Of Record**		
09/27/2012	**File Order Granting Def Motion For Continuance**	signed 091912//ccall 092712	
09/20/2012	**File Defense Motion For Continuance**	ccall 092712//	
09/20/2012	**File Letter**		
08/09/2012	**Calendar Call/Held**	set ccall/crs	
08/09/2012	**File Order Granting Def Motion For Continuance**		
07/12/2012	**Notes**	called bondsman/shawn/to correct charges on bonds/	
07/10/2012	**Notes**	called bondsman/dwayne/to correct charges on bond/	
06/21/2012	**State's Discovery Submission**	exhibit	
06/21/2012	**File State Demand For Notice Of Alibi**		
06/08/2012	**File Notice Of Appearance**		
06/08/2012	**File Defense Demand For Discovery**		
06/08/2012	**File Defense Written Plea Of Not Guilty**		
06/08/2012	**File Defense Demand For Trial By Jury**		
05/27/2012	**Case Created**		

− Hearing(s)

Total: 11

Date	Description	Additional Text
04/09/2014	**Hearing/Change of Plea**	Hearing Time: 10:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx Set by Kelly per Gary Ostrow*
08/01/2013	**Hearing/Defense Motion to Suppress**	Hearing Time: 2:00 PM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
08/01/2013	**Calendar Call**	Hearing Time: 2:00 PM Judicial Officer(s):Berman - MB, Fred J Location: Room 344

Date	Description	Additional Text
06/03/2013	**Hearing/Defense Motion to Suppress**	Hearing Time: 11:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx per hearing sheet 5/29/13*
08/01/2013	**Calendar Call**	*CANCELED Rescheduled* Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx*
04/18/2013	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx*
02/14/2013	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx*
11/29/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
10/25/2012	**Calendar Call**	Hearing Time: 10:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344
09/27/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344 *xx*
08/09/2012	**Calendar Call**	Hearing Time: 9:00 AM Judicial Officer(s):Berman - MB, Fred J Location: Room 344

Related Case(s)

Total: 0

There is no related case information available for this case.

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update
Public Case Info

Domain 10 - Division of Pari-Mutuel Wagering

Logged in as: wedwards

VR Home > Complaint Search

Search Criteria | Results

Complaint

Board | Complaint #

Lic Type | Reference

Case Type | Status

Assigned To

Incident From | Incident To

Key Phrase in Summary

Find | New | Clear | Back

◉ Respondent

Fed Tax #	[redacted]	Chick, Christiene Marie	Street #
File #	14224	Slot/Cardroom/Pari-Mutuel Indiv Combo	Street
License #	14582722	App Expired	City
Entity #	14582722		Postal/Zip
Key Name			State
			County

○ Complainant Key Name

○ Involved Party Key Name

Get Adobe Reader.

NO ENFORCEMENT FOUND

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

May 1, 2026

Ms. Christiene Marie Chick
1541 Northeast 34th Court Unit 205
Oakland Park, Florida 33334

RECEIVED
JUN 02 2026
By

RE: Application No. 55586, Entity 14582722
1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo

Dear Ms. Chick:

Your application for an occupational license with the Office of Operations has been received. The item(s) checked below are either missing or require correction before the processing of your application can be completed:

- You must arrest reports/arrest affidavit for the following charge:
  - Broward County, Florida Arrest- 06/29/200

If you fail to provide the Florida Gaming Control Commission with a complete application by 08/28/2026, your application shall lapse and no longer be processed by the Florida Gaming Control Commission. An applicant seeking a license as an initial or renewal applicant following the lapse of their previous license application shall be required to reapply by submitting all materials and fees required for that license in Florida Gaming Control Commission Rule.

Return the missing document and/or information to the address provided above, attention Office of Operations. If you have any questions, please call 850-794-8130.

Thank you,

CM
Operations Analyst II

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Carmine Pisano, Senior Attorney
Re:	Gregory Brent Wood Case No. 2026-040872 License Denial
Date:	July 20, 2026

Executive Summary

Gregory Brent Wood (the "Applicant") submitted an application to the Division of Pari-Mutuel Wagering (the "Division") for a Slot Machine/Cardroom/Pari-Mutuel Wagering Individual Combination Occupational License (the "Application"). The Application was deemed complete on June 2, 2026. Upon review of the Application, it appears Applicant has been convicted of two felony offenses out of Nevada. Therefore, the Florida Gaming Control Commission may authorize the issuance of a Letter of License Denial.

Pertinent Facts

On April 17, 2026, Respondent submitted an application for a Slot Machine/Cardroom/Pari-Mutuel Wagering Combination Occupational License to the Division. The Applicant answered "yes" to if he had been convicted of a disqualifying offense, and listed two felony offenses and a misdemeanor offense. On April 23, 2026, the Applicant was issued a deficiency letter by the Division requesting that he provide court disposition records and arrest reports regarding the arrest from February 3, 1986. The Division received a completed application on June 2, 2026. Upon review of the completed Application, it appears that the Applicant was convicted of the following felony offenses:

- Possession of Stolen Property out of Clark County, Nevada from January 12, 1987.

- Possession of Controlled Substance (Cocaine) out of Clark County, Nevada from January 12, 1987

These felony convictions are disqualifying offenses pursuant to sections 550.105(5)(b), 551.107(6)(a), and 849.086(6), Florida Statutes.

Relevant Law

Section 550.105(5)(b), Florida Statutes, provides, in pertinent part that:

> …the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Section 550.105(5)(d), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere. However, the term "conviction" shall not be applied to a crime committed prior to the effective date of this subsection in a manner that would invalidate any occupational license issued prior to the effective date of this subsection or subsequent renewal for any person holding such a license.

Section 551.107(6)(a), Florida Statutes, provides in pertinent part that:

> . . .the commission may deny, suspend, revoke, or refuse to renew any slot machine occupational license if the applicant for such license or the licensee has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state that would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; racketeering; or a crime involving a lack of good moral character, or has had a gaming license revoked by this state or any other jurisdiction for any gaming-related offense.

Section 551.107(6)(c), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Section 849.086(6)(f), Florida Statutes, provides that:

> the "provisions specified in s. 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses.

Section 849.086(6)(g), Florida Statutes, provides that:

> [t]he commission may deny, declare ineligible, or revoke any cardroom occupational license if the applicant or holder thereof has been found guilty or had adjudication withheld in this state or any other state, or under the laws of the United States of a felony or misdemeanor involving forgery, larceny, extortion, conspiracy to defraud, or filing false reports to a government agency, racing or gaming commission or authority.

WOOD, GREGORY BRENT

Case # 2026-040872

License Type: Slot/Cardroom/Pari-Mutuel Indiv Combo (1055)
Occupation: Warehouse Manager

Waiver Requested: N/A

90 Day Deadline: 08/30/2026

Division of Pari-Mutuel Wagering

Licensing Administrator Review of Occupational License

WOOD, GREGORY BRENT-14784920
(Applicant's Name– License #)

2026-040872
Case No:

INITIAL APPLICATION RECEIVED:	4/17/2026
Application Deemed Complete:	6/2/2026
If no Request for Waiver received, 90-Day Deadline:	**8/30/2026**

Waiver Requested: ☒No ☐Yes (Pursuant to s.120.60, F.S., the processing timeline requirement has been waived.)
- Waiver Requested: **N/A**

CM	910-TLH	1055-Warehouse Manager
Application Processor	Facility (d/b/a name)	Occupation Code / Job Title

Analyst Review

Did the applicant accurately disclose the criminal history record initially? ☒Yes ☐No
Licensing History: **N/A** Type: **N/A** Initial license issued: **N/A** Maintained Continuous licensure? ☐Yes ☐No **N/A**

Background Information

Was a deficiency letter issued to correct an omission, error, or to request information related to the offense(s)? ☒Yes ☐No
Where all items identified in the deficiency letter addressed? ☒Yes ☐No If no, explain:

☒ Felony(s): Count(s) ☐ Misdemeanor(s) – Industry Related / Gambling Related / Bookmaking

☐ Forgery, Larceny Extortion, Conspiracy To Defraud (Cardroom Professions Only)

☐ Animal Cruelty (Pari-Mutuel Professions)

Arrest Date	Location	Charge	Level	Court Case #	Disposition / Sentence	AR	Disp	Fines Paid
01/14/1998	Miami-Dade County, FL	**Charge 1**-Prostitution	Misdemeanor	131998CO0021560001XX	**Charge 1**- Adjudication Withheld	N	Y	Y
02/03/1986	Clark County, FL	**Charge 1**- Possession Stolen Property	Felony	C76375	**Charge 1**-Guilty Plea	N	Y	N/A
		Charge 2- Possession of Controlled Substance	Felony	C76328	**Charge 2**-Dismissed			
		Charge 3- Possession of Controlled Substance W/ Intent to Sell	Felony	C76328	Charge 3-Dismissed			

Related Licenses

Check VR License Relations to Determine if Applicant is Related to a Business.

Is the individual applicant related to a business? Yes ☐ No ☒ **If yes, complete sections below.**

Business License Number: | Business Name:

Has a deficiency letter been issued to the business indicating all ODSs must be licensed? Yes ☐ No ☐

Date Deficiency Letter Issued: | Initials:

Licensing Administrator Review

Disposition Confirmation

Disqualifying Convictions/Arrests Confirmed? Yes ☒ No ☐ ☐ Approval
Disposition Attached for Disqualifier(s)? Yes ☒ No ☐

Deficiency Letter Issued: **04/23/2026** ; Application Deemed Complete: **06/02/2026**
Applicant Eligible for Waiver? Yes ☐ No ☒ If Yes: ☐ Waiver Requested ☐ Failed to Request Waiver

Forward to ☐ **Investigations** ☒ **Legal** ☐ **Commission** | Initials: CH | Date 6/15/2026

2026 APR 17 PM 12:54

FLORIDA GAMING CONTROL COMMISSION

Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
FGCC PMW-3410 – Slot Machine Individual Occupational License Application

Instructions: Please review this application thoroughly and complete all sections not marked optional. Print clearly in black or blue ink. Do not write in the space labeled "For Division Use Only."

DEMOGRAPHIC INFORMATION

Social Security Number	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☑ Male ☐ Female

Last Name	First	Middle	Suffix
Wood	Gregory	Brent	

Have you used, been known as, or called by another name (example – maiden name, pseudonym, nickname) or alias other than the name used on the application? ☐ Yes ☑ No

If yes, list the name or names used: _____

Race/Ethnicity (check only one):
☐ Black or African American
☑ White or Caucasian
☐ Asian or Pacific Islander
☐ Hispanic/Latino
☐ Native American or Alaskan Native
☐ Other

Are you a United States citizen? ☑ Yes ☐ No
If no, provide the name of the country of which you are a citizen: _____

Current Mailing Address	Email Address (optional)
1106 Palms Airport Drive	greg.wood@aruzeglobal.com

City	State	Zip Code (+4 optional)	Country
Las Vegas	NV	89119	USA

Primary Phone Number	Secondary/Cell Phone Number (optional)
228-355-8711	None

Current Street Address
14624 Porteaux Bay Drive

City	State	Zip Code (+4 optional)	Country
Biloxi	MS	39532	USA

Type of Slot Machine Occupational License applying for:
☑ General Individual ☐ Professional Individual
☐ Slot Machine/Cardroom/PMW Combination

Job title(s)*: Warehouse Manager

*Applicants for a Combo license should disclose all job titles

Is this your first time applying for a racing/gaming license in Florida?
☑ Yes ☐ No

Facility where employed and/or doing business:
All casinos where Empire Technological Group Limited does business.

Employer name:
Empire Technological Group Limited

FOR DIVISION USE ONLY

License Code 1055 License # 1478920 File # 14620 App # 55522
Association Code 90 Date Received 4/17/26 Entered By Cst License Year 26/29
License Fee 100.00 FP Date 4/17/26 FP Fee 36.00 Total Fee 136.00

☐ Waiver Requested (Combo Only) ☐ ARCI MA ☑ Enforcement

EMPLOYMENT HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes
☐ No

Have you previously worked for a gaming-related employer?
If yes, you must list below all gaming-related employment history in the past ten years.

Name of Employer	Address	Start Date (Month/ Year) - End Date (Month/ Year)	Title/Position Held & Supervisor Name	Reason for Leaving
Empire Technological Group Limited	1106 Palms Airport Drive Las Vegas, NV 89119	11/2022 - Present	Warehouse Manager Patrick Murphy	Current position

PREVIOUS LICENSING HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☑ Yes
☐ No

Have you ever been licensed in any other racing or gaming jurisdiction? If yes, you must list all current and previous licenses and provide the details in the section below.

State(s) or Jurisdiction(s) Where Licensed	Date of Expiration		Is this license currently suspended or subject to fines or other discipline? Explain why.
Refer to Attachment - Gaming License List		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	
		☐ Yes ☐ No	

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☐ Yes
☑ No

Have you ever had a racing or gaming license revoked or denied in this or any other state or country? If yes, you must list the state(s) or jurisdiction(s) of licensure revocation or denial and explain why.

If you answered yes to the question above, provide details here:

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☑ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☑ Yes ☐ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
12/1985	Clark	NV	Possession of stolen property/controlled substance.	Felony	5 yrs probation (1st 90 days in jail), $1,000 fine for each offense.
1997	Miami-Dade	FL	Solicitation of prostitution	Misdemeanor	Fine/Court fees

☑ Yes ☐ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☑ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

I bought a used VCR from an acquaintance. Police came to my house looking for it because he had stolen it and been caught. The police found the VCR and 1/4 gram of cocaine in my bedroom, for which I pled guilty.

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PLEASE READ AND SIGN BELOW

CONTROL COMMISSION

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless specifically required by Federal Statute. In this instance, disclosure of Social Security numbers is mandatory pursuant to Title 42, United States Code, Sections 653, 654; and Sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all occupational license applications and are used for licensee identification purposes pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L. 193, Sec. 317.

I hereby authorize the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I am able to obtain a national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), Sections 16.30-16.34. I understand that my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for challenging the FDLE or FBI criminal history records are set forth in F.S. 943.056 and Title 28, CFR, Section 16.34. I may obtain a prompt determination as to the validity of my challenge before the Division makes a final determination about my status as a licensee. A copy of the Noncriminal Justice Applicant's Privacy Rights is available on the Division's website.

Each application for a license or renewal of a license issued by the Florida Gaming Control Commission shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

I certify that I am empowered to execute this application as required by Section 559.79, Florida Statutes. I understand that my signature on this application has the same legal effect as an oath or affirmation. I declare that I have read the foregoing application and to the best of my knowledge, all information contained on this application is true and complete. I understand that falsification of any information on this application may result in administrative action, including fines up to $1,000, denial, suspension or revocation of the license. I agree to abide by and obey all rules and regulations of the Division of Pari-Mutuel Wagering and the laws of the State of Florida. Under penalty of perjury, I agree to inform the Division within 48 hours of being convicted of or entering a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication.

AUTHORIZATION FOR RELEASE OF INFORMATION:

I do hereby instruct all law enforcement, criminal justice agencies, gaming commissions, tribal gaming regulatory agencies or commissions, state agencies, or commissions responsible for gaming regulation to release all requested information to the bearer of this release form, who is an authorized representative of the State of Florida, Florida Gaming Control Commission or the Florida Department of Law Enforcement.

I further authorize any individual, agency, corporation, or other entity to release any and all information requested by the bearer of this release form with respect to myself or my business. Further, I understand that under Florida Statute, any information released that is not specifically exempted shall become part of the public record, releasable upon request to the public pursuant to Chapter 119, Florida Statutes.

Gregory Brent Wood	[redacted]
Print Legal Name (First Middle Last)	Birth Date (MM/DD/YYYY)
[redacted]	Empire Technological Group Limited
Social Security Number	Name of Employer
	3/17/26
Signature of Applicant	Date

2026 APR 17 PM 12: 54

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.fgcc.fl.gov

APPLICATION CHECKLIST – IMPORTANT – Submit all items on the checklist below to ensure faster processing.

ALL License Applicants must submit:

Completed Form FGCC PMW-3410 – Print clearly and complete all sections that are not optional in black or blue ink.

Provide Identification – Required by Rule 75-14.010, Florida Administrative Code.

Provide a copy of one of the items below:

- US Passport
- Certificate of US Citizenship or Naturalization
- Permanent Resident Card

OR, Provide a copy of two of the items below:

- Birth Certificate (Certified Copy)
- Driver's License
- Military ID Card
- Student ID Card
- Country ID Card
- Foreign Passport
- Government Issued Credential
- Immigration ID Card

☐ Additional Pages – If necessary to respond to any application questions.

☐ Supporting Legal Documentation – If necessary to respond to background information questions in application.

Three (3) Year Licensing Fee – Make checks or money orders payable to FGCC.

☐ Slot Machine General Occupational License - $100.00* *does not include fingerprint fee

Slot Machine Professional Occupational License - $100.00*

☐ Slot Machine/Cardroom/PMW Combination Occupational License - $100.00*

☐ Fingerprints – Choose One Option:

☐ Electronic Fingerprints: Electronic fingerprints must be submitted to the Division through a law enforcement agency or an FDLE approved Livescan Service Provider. Submit electronic fingerprints with the following ORI number: FL925185Z.

IMPORTANT: Electronic fingerprint processing fees must be paid directly to the law enforcement agency or FDLE approved Livescan Service Provider.

Fingerprint Card: Fingerprint cards (FD-258) can be mailed to applicants upon request by contacting the Division at the address or phone number below. Completed fingerprint cards must be mailed to the Division with your application.

IMPORTANT: Fingerprint card processing fees must be paid to the Division. Please see http://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx for the current fee amount.

☐ Fingerprint Resubmission for Renewal and Upgrade Applicants: Applicants timely renewing or upgrading a license need only provide the Division a fingerprint resubmission processing fee. Visit our website or contact us for the current fee amount.

IMPORTANT: Timely submission of renewals must occur within one year of the expiration of applicant's license.

Please mail your completed application, documentation and required fee(s) to:
Florida Gaming Control Commission
Pari-Mutuel Wagering, Licensing Section
2601 Blair Stone Road, Tallahassee, Florida 32399-1037
Phone: 850.488.3211

APPLICANT

FD-258 (Rev. 5-15-17) 1110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM | FIRST NAME | MIDDLE NAME

WOOD, GREGORY BRENT

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

RESIDENCE OF PERSON FINGERPRINTED

14624 PORTEAUX BAY DR
BILOXI, MS 39532

DATE

2/12/26

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

EMPLOYER AND ADDRESS

REASON FINGERPRINTED

ALIASES AKA

N/A

ORI

CITIZENSHIP CTZ

U.S.

YOUR NO. OCA

UNIVERSAL CONTROL NO. UCN

ARMED FORCES NO. MNU

SOCIAL SECURITY NO. SOC

[redacted]

MISCELLANEOUS NO. MNU

DATE OF BIRTH DOB

[redacted]

SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
M	W	5'11"	215	BLU	BRN	GULFPORT, MS

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CLASS Stots

REF

1/2 4/20/26

DERAL BUR AU OF INVESTIGATION
UNITED STATES T OF JUST C
CJIS DIVISION/CL RKSBURG, W 25306

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2026 OCT 14 PM 12 54

INST JCTIONS:

APPLICANT

FD-258 (Rev. 5-15-17) 1-110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

LAST NAME NAM / FIRST NAME / MIDDLE NAME

WOOD, GREGORY BRENT

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

ALIASES AKA

N/A

U P I

RESIDENCE OF PERSON FINGERPRINTED

14624 PORTEAUX BAY DR, BILOXI, MS 39532

DATE OF BIRTH DOB

[redacted]

CITIZENSHIP CTZ

U.S.

SEX	RACE	HGT	WGT	EYES	HAIR	PLACE OF BIRTH POB
M	W	5'11"	215	BLUE	BRN	GULFPORT, MS

DATE 2/12/18

SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

YOUR NO. OCA

EMPLOYER AND ADDRESS

UNIVERSAL CONTROL NO. UCN

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CLASS Slots

ARMED FORCES NO. MNU

REASON FINGERPRINTED

SOCIAL SECURITY NO. SOC

[redacted]

REJ

MISCELLANEOUS NO. MNU

2/2

[redacted]

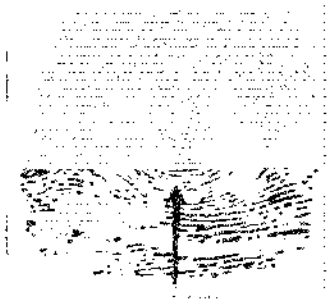
FEDERAL BUREAU OF INVESTIGATION
UNITED STATES DEPARTMENT OF JUSTICE
CJIS DIVISION/CLARKSBURG, WV 26306

LOOP

DELTA

FINGERTIP CENTER OF LOOP AND DELTA MUST SHOW

WHORL



DELTAS

ARCH

THIS CARD FOR USE BY:

Social Security Account Number (SSAN)

PRIVACY ACT STATEMENT

Routine Uses

PAPERWORK REDUCTION ACT NOTICE

INSTRUCTIONS:

2026 APR 17 PM 12:34
FILED
COURT
CLERK

GREG WOOD
GAMING LICENSE LIST

AGENCY/AUTHORITY	COUNTRY	STATE	ENTITY LICENSED UNDER	LICENSE NUMBER	INITIAL APPROVAL DATE	LAST SUBMISSION DATE	EXPIRATION DATE	STATUS
Tunica-Biloxi Tribal Gaming Commission 154 Yuroni Trail Marksville, LA 71351	USA	LA	Emora Technological Group Limited	VT00450	03/26/2024	11/14/2024	01/05/2027	Active
Cherokee Tribal Gaming Commission *Eastern Band of Cherokee Indians* *88 Council House Loop* *Cherokee NC 28719*	USA	NC	Emora Technological Group	Corp License 2023-S010	03/10/2026	02/24/2026	03/31/2027	Temporary

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OFFICE OF

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2026 APR 17 PM 12: 54

FLORIDA PUBLIC SERVICE
CONTROL COMMISSION

[redacted]

April 14, 2026

Florida Gaming Control Commission
Attn: Vendor Licensing Department
4070 Esplanade Way #250
Tallahassee FL 32399

RE: Empire Technological Group Limited Employee Renewals

Dear Licensing Department,

Enclosed please find renewal applications for Empire Technological Group Limited personnel. The following applications are included with this submission:

- David Weaver, Senior Director of Sales & Service – Renewal
- Edwin Camelo, Field Service Technician – Renewal
- Greg Wood, Warehouse Manager – Initial
- Manuel Parra, Field Service Technician – Renewal
- check #11333 for $544.00

If you have any questions regarding this submission or require additional information to complete your investigation, please contact Regulatory Compliance at regulatorycompliance@aruzeglobal.com. Thank you for your assistance.

Respectfully submitted,

Talitha Nazareth
Regulatory Compliance Manager

Enclosures/check

RECEIVED
2026 APR 17 PM 12:55
FLORIDA GAMING CONTROL

ORIGIN ID:FLXA (702) 761-8080
REGULATORY COMPLIANCE
EMPIRE TECHNOLOGICAL GROUP LIMITED
1106 PALMS AIRPORT DRIVE

LAS VEGAS, NV 89119
UNITED STATES US

SHIP DATE: 15APR26
ACTWGT: 0.50 LB
CAD: 254443925/INET4535

BILL SENDER

TO **ATTN: VENDOR LICENSING DEPARTMENT**
FLORIDA GAMING CONTROL COMMISSION
4070 ESPLANADE WAY SUITE 250

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ROBERT J. MILLER
District Attorney
Clark County Courthouse
Las Vegas, Nevada 89155

FILED

CASE NO. C76375

Oct 27 3 15 PM '86

DEPT. NO. IX

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

THE STATE OF NEVADA,

Plaintiff,

—vs—

GREGORY BRENT WOOD

Defendant.

INFORMATION

POSSESSION OF STOLEN PROPERTY
(Felony - NRS 205.275)

STATE OF NEVADA
COUNTY OF CLARK } ss:

ROBERT J. MILLER, District Attorney within and for the County of Clark, State of Nevada, in the name and by the authority of the State of Nevada, informs the Court:

That GREGORY BRENT WOOD

the Defendant above named, on or about the 3rd day of February, 19 86, at and within the County of Clark, State of Nevada, contrary to the form, force and effect of statutes in such cases made and provided, and against the peace and dignity of the State of Nevada, did

COUNT I

did wilfully, unlawfully and feloniously, for their own gain, possess property of a value of $100.00, or more, lawful money

DA-73

of the United States, wrongfully taken from DONNA SCHUTTEN, 3814 Edmond, Las Vegas, Clark County, Nevada, to-wit: ~~One (1) pair of gold earrings;~~ One (1) pair of diamond earrings; One (1) Sharp VCR, bearing Serial No. 312072; ~~and One (1) pearl necklace,~~ which defendant knew, or had reason to believe, had been stolen.

COUNT II

did wilfully, unlawfully and feloniously for their own gain, possess property of a value of $100.00, or more, lawful money of the United States, wrongfully taken from SANDY RAUCH, 3134 Hartford Ct., Las Vegas, Clark County, Nevada, to-wit: One (1) RCA VCR; Nineteen (19) videotapes; and lawful currency of the United States, which Defendant knew, or had reason to believe, had been stolen.

COUNT III

did wilfully, unlawfully and feloniously, for their own gain, possess property of a value of $100.00, or more, lawful money of the United States, wrongfully taken from VICKIE CLARK, 3918 Milford Place, Las Vegas, Clark County, Nevada, to-wit: One (1) RCA 19" color television; One (1) Commodore "64" home computer; One (1) oak cable converter box, which Defendant knew, or had reason to believe, had been stolen.

COUNT IV

did wilfully, unlawfully and feloniously, for their own gain, possess property of a value of $100.00, or more, lawful money of the United States, wrongfully taken from MARLYN FLYNN, 3161 Marsford Place, Las Vegas, Clark County, Nevada, to-wit: One (1) RCA VCR; One (1) 20" Diamondback bicycle; and miscellaneous

/ / / /

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items of silver jewelry, which Defendant knew, or had reason to believe, had been stolen.

ROBERT J. MILLER
DISTRICT ATTORNEY

BY
DAVID B. BARKER
Deputy District Attorney

DA#86F1151B/dh
LVMPD DR#85-94547/86-35063/
86-39580/86-40521
ID#649153
PSP-F

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2006 -2 PM 12:32

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JAN 12 3 38 PM '87
CLERK

CASE NO. C76375

DEPT. NO. IX

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

* * * * * *

THE STATE OF NEVADA, Plaintiff, —vs— GREGORY BRENT WOOD ID#649153 Defendant.	**JUDGMENT OF CONVICTION** (PLEA)

WHEREAS, on the 6th day of November, 19 86, the Defendant GREGORY BRENT WOOD, appeared before the Court herein with his counsel and entered a plea of guilty to the crime of POSSESSION OF STOLEN PROPERTY, committed on the 3rd day of February, 19 86, in violation of NRS 205.275; and

WHEREAS, thereafter on the 18th day of December, 19 86, the defendant being present in Court with his counsel JEFFREY SHANER, ESQ., and KAREN VAN DE POL SODER, Deputy District Attorney, also being present; the above entitled Court did adjudge the Defendant guilty thereof by reason of his plea of guilty and sentenced Defendant to three (3) years Nevada State Prison consecutive to the sentence in Case No. C76328-suspended, probation for an indeterminate period not to exceed five (5) years under the

following conditions: 1. Defendant is to spend the first six (6) months of this sentence in the Clark County Jail-said sentence to run concurrent with the six (6) months jail time imposed in Case No. C76328, 2. Search Clause for detection of stolen property or controlled substance, 3. (Mandatory Condition) Defendant is to enter and complete drug rehabilitation program-one that the Department deems to be appropriate, 4. Defendant is to pay a fine of $500 during the first year of this probation. Counts II, III, IV, and V dismissed.

THEREFORE, the Clerk of the above entitled Court is hereby directed to enter this Judgment of Conviction as part of the record in the above entitled matter.

DATED this 12th day of January, 19 87, in the City of Las Vegas, County of Clark, State of Nevada.

Stephen Huggins

DISTRICT JUDGE

DA#86-76375B/dh
LVMPD DR#85-94547/86-35063/86-39680/86-40521

CASE NO. C76375 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES — HEARING	CONTINUED TO.
10-28-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	ARRAIGNMENT STATE REPRESENTED BY DAVID P. SCHWARTZ, DDA. DEFENDANT WOOD PRESENT WITHOUT BENEFIT OF COUNSEL, JEFF SHANER. COURT ORDERED, MATTER CONTINUED. BARBARA TAVES, ESQUIRE APPEARED ON BEHALF OF MR. SHANER AND AGREED TO INFORM HIM OF THE NEW DATE. O.R.	10-30-86 @ 10 AM CONTINUED ARRAIGNMENT
10-30-86 STEPHEN L. HUFFAKER DEPT. NINE B STUCKI CLERK MARY HILT REPORTER	CONTINUED ARRAIGNMENT STATE REPRESENTED BY BILL A. BERRETT, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFF SHANER WHO ASKED FOR MORE TIME TO GO OVER THE NEGOTIATIONS WITH THE DEFENDANT. COURT ORDERED, MATTER CONTINUED. O.R.	11-6-86 @ 10 AM CONTINUED ARRAIGNMENT
11-6-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	ARRAIGNMENT CONTINUED STATE REPRESENTED BY THOMAS J. FITZPATRICK, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFFREY SHANER, WHO STATED THE MATTER HAS BEEN NEGOTIATED. DEFENDANT ARRAIGNED, ENTERED PLEA OF GUILTY TO COUNT I, POSSESSION OF STOLEN PROPERTY (F) AND WAS ADVISED OF HIS RIGHTS. TERMS: DEFENDANT WOOD WILL PLEAD GUILTY TO COUNT I OF THIS INFORMATION AND COUNT II IN CASE NO. C [illegible]. AT TIME OF SENTENCING ALL OTHER COUNTS IN BOTH CASES WILL BE DISMISSED. COURT WILL STRIKE FROM THE INFORMATION EVERYTHING LISTED IN COUNT I EXCEPT THE VCR WHICH IS WHAT THIS DEFENDANT HAD. THE COURT DETERMINED THAT THE PLEA WAS FREELY AND VOLUNTARILY GIVEN, ACCEPTED PLEA AND REFERRED MATTER TO THE DEPT. OF PAROLE AND PROBATION FOR PRE-SENTENCE REPORT AND INVESTIGATION AND SETTING. O.R.	12-18-86 @ 10 AM SENTENCING - I DISM. II,III,IV (WOOD)

CASE NO C76375 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCE — HEARING	CONTINUED TO:
12-18-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK PAUL DEGAGNE REPORTER	SENTENCING - COUNT I AND DISMISSAL AS TO COUNT II - V STATE REPRESENTED BY DAVID P. SCHWARTZ, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFFREY SHANER. PATRICIA HOOVER, DEPT. OF PAROLE AND PROBATION PRESENT. DEFENDANT ADJUDGED GUILTY OF POSSESSION OF STOLEN PROPERTY BY REASON OF HIS PLEA. ARGUMENT TO COURT BY STATE. STATEMENT BY DEFT. IN MITIGATION OF SENTENCE. ARGUMENT TO COURT BY MR. SHANER.	
	THE COURT SENTENCED DEFENDANT TO A TERM OF THREE (3) YEARS NSP CONSECUTIVE TO THE SENTENCE IN CASE NO. C76328; SAID SENTENCE SUSPENDED AND DEFENDANT PLACED ON PROBATION FOR AN INDETERMINATE PERIOD NOT TO EXCEED FIVE (5) YEARS. CONDITONS: 1. DEFENDANT IS TO SPEND THE FIRST SIX MONTHS OF THIS SENTENCE IN THE CLARK COUNTY JAIL; SAID JAIL SENTENCE TO RUN CONCURRENT WITH THE SIX MONTHS JAIL TIME IMPOSED IN CASE NO. C.76328. 2. SEARCH CLAUSE FOR DETECTION OF STOLEN PROPERTY OR CONTROLLED SUBSTANCE. 3. (MANDATORY CONDITION) DEFENDANT IS TO ENTER AND COMPLETE DRUG REHABILITTION PROGRAM, ON THAT THE DEPT. DEEMS TO BE APPROPRIATE. 4. DEFENDANT IS TO PAY A FINE OF $500 DURING THE FIRST YEAR OF THIS PROBATION.	
	STATE MOVED TO DISMISS COUNTS II, III, IV AND V, AND BY THE COURT SO ORDERED.	
5-12-87 STEPHEN L. HUFFAKER DEPT NINE B. STUCKI CLERK MARY HILT REPORTER	DEFENDANT'S MOTION TO MODIFY SENTENCE STATE REPRESENTED BY CHRISTOPHER OWENS, DDA. DEFENDANT WOOD NEITHER PRESENT NOR REPRESENTED BY COUNSEL. THE RECORD WILL SHOW COUNSEL FOR DEFENDANT HAD SPOKEN TO COURT EARLIER AND ADVISED THAT DEFT. HAS BEEN RELEASED, HAVING SERVED HIS TIME. COURT ORDERED, THIS MOTION IS MOOT AND THE MATTER IS TAKEN OFF CALENDAR.	
2-16-88 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	DEFENDANT'S MOTION FOR RETURN OF PROPERTY STATE REPRESENTED BY DAVID P. SCHWARTZ, DDA. DEFENDANT WOOD NEITHER PRESENT NOR REPRESENTED BY COUNSEL. MR. SCHWARTZ ADVISED COURT DEFENDANT IS SEEKING TO HAVE $1,000 RETURNED TO HIM. MR. ROGER OF THE DA'S OFFICE IS COMMUNICATING WITH THE LVMPD ABOUT THIS BUT HE NEES MORE TIME. COURT ORDERED, THE MATTER IS CONTINUED.	2-18-88 @ 10 AM DEFT'S MO. FOR RETURN OF PROP.
	MR. SHANER, COUNSEL FOR DEFENDANT, ARRIVED LATE AND WAS ADVISED OF THE NEW DATE. NIC	

MINUTES — CRIMINAL

CASE NO. C76375 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES -- HEARING	CONTINUED TO:
2-10-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	DEFENDANT'S MOTION FOR RETURN OF PROPERTY STATE REPRESENTED BY DAVID J. J. ROGER, DDA. DEFENDANT WOOD REPRESENTED BY COUNSEL, JEFFREY SHANER. MR. ROGER INDICATED HE HAD SPOKEN TO METRO AND THEY SAID THE PAPERWORK WAS NEVER SUBMITTED FOR FORFEITURE AND THE STATUTE OF LIMITATIONS HAD RUN. COURT ORDERED, MOTION FOR RETURN OF PROPERTY IS GRANTED.	

ROBERT J. MILLER
District Attorney
Clark County Courthouse
Las Vegas, Nevada 89155

FILED

Oct 27 3 15 PM '86

CASE NO. C76328

DEPT. NO. IX

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

THE STATE OF NEVADA,

Plaintiff,

—vs—

GREGORY BRENT WOOD

Defendant.

INFORMATION

POSSESSION OF CONTROLLED SUBSTANCE WITH INTENT TO SELL (Felony - NRS 453.337); POSSESSION OF CONTROLLED SUBSTANCE (Felony - NRS 453.336)

STATE OF NEVADA }
COUNTY OF CLARK } ss:

ROBERT J. MILLER, District Attorney within and for the County of Clark, State of Nevada, in the name and by the authority of the State of Nevada, informs the Court:

That GREGORY BRENT WOOD

the Defendant above named, on or about the 3rd day of February, 19 86, at and within the County of Clark, State of Nevada, contrary to the form, force and effect of statutes in such cases made and provided, and against the peace and dignity of the State of Nevada, did

COUNT I - Possession of Controlled Substance With Intent to Sell

did then and there wilfully, unlawfully, feloniously, knowingly, or intentionally possess, for the purpose of sale, a

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DA-73

controlled substance, to-wit: approximately 524.85 grams of Cannabis, commonly known as Marihuana.

COUNT II - Possession of Controlled Substance

did then and there wilfully, unlawfully, feloniously, knowingly, or intentionally possess a controlled substance, to-wit: Cocaine.

ROBERT J. MILLER
DISTRICT ATTORNEY

BY _____
DAVID B. BARKER
Deputy District Attorney

DA#86F1277C/dh
LVMPD DR#86-42278
ID#649153
PCS w/Int to Sell-F
PCS-F

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JAN 12 3 23 PM '87
CLERK

CASE NO. C76328

DEPT. NO. IX

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

* * * * * *

THE STATE OF NEVADA, Plaintiff, —vs— GREGORY BRENT WOOD ID#649153 Defendant.	JUDGMENT OF CONVICTION (PLEA)

WHEREAS, on the 6th day of November, 1986, the Defendant GREGORY BRENT WOOD, appeared before the Court herein with his counsel and entered a plea of guilty to the crime of POSSESSION OF CONTROLLED SUBSTANCE (COUNT II), committed on the 3rd day of February, 19 86, in violation of NRS 453.336; and

WHEREAS, thereafter on the 18th day of December, 19 86, the defendant being present in Court with his counsel JEFFREY SHANER, ESQ., and KAREN VAN DE POL SODER, Deputy District Attorney, also being present; the above entitled Court did adjudge the Defendant guilty thereof by reason of his plea of guilty and sentenced Defendant to five (5) years Nevada State Prison-suspended, probation for indeterminate period not to exceed five (5) years under the following conditions: 1. Defendant will spend first

DA-10

six (6) months of sentence in Clark County Detention Center, 2. Search Clause Imposed for detection of stolen property and controlled substance, 3. (Mandatory condition) Defendant to enter and complete drug rehabilitation program. The department can select a program that will be appropriate for this defendant, 4. Defendant to pay a fine in the sum of $500 during first year of this probation. Count I dismissed

THEREFORE, the Clerk of the above entitled Court is hereby directed to enter this Judgment of Conviction as part of the record in the above entitled matter.

DATED this 12th day of January, 19 87, in the City of Las Vegas, County of Clark, State of Nevada.

Stephen Huffaker

DISTRICT JUDGE

DA#86-76328C/dh
LVMPD DR#86-42278

CASE NO. C76328 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES — HEARING	CONTINUED TO:
10-28-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	ARRAIGNMENT STATE REPRESENTED BY DAVID P. SCHWARTZ, DDA. DEFENDANT WOOD PRESENT, WITHOUT BENEFIT OF COUNSEL, JEFF SHANER. COURT ORDERED, THIS MATTER CONTINUED. BARBARA L. TAVES APPEARED LATE AND WILL INFORM MR. SHANER OF THE NEW DATE. O.R.	10-30-86 @ 10 AM CONTINUED ARRAIGNMENT
10-30-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	CONTINUED ARRAIGNMENT STATE REPRESENTED BY BILL A. BERRETT, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFFREY SHANER WHO ASKED FOR MORE TIME TO GO OVER THE NEGOTIATIONS WITH THE DEFENDANT. COURT ORDERED, MATTER CONTINUED. O.R.	11-6-86 @ 10 AM CONTINUED ARRAIGNMENT
11-6-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	CONTINUED ARRAIGNMENT STATE REPRESENTED BY THOMAS J. FITZPATRICK, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFFREY SHANER, WHO STATED THE MATTER HAS BEEN NEGOTIATED. DEFENDANT ARRAIGNED, ENTERED PLEA OF GUILTY TO COUNT II OF THE ORIGINAL INFORMATION ON FILE AND WAS ADVISED OF HIS RIGHTS. TERMS: DEFT. WILL BE PLEADING GUILTY TO ONE COUNT OF POSSESSION OF CONTROLLED SUBSTANCE (F) IN THIS CASE AND ONE COUNT OF POSSESSION OF STOLEN PROPERTY IN CASE NO. C76375. AT TIME OF SENTENCING ALL OTHER COUNTS IN BOTH CASES WILL BE DISMISSED. STATE CONCURRED. UPON FURTHER EXAMINATION OF DEFENDANT COURT DETERMINED THAT THE PLEA WAS FREELY AND VOLUNTARILY GIVEN, THAT THE DEFENDANT UNDERSTOOD THE NATURE OF THE CRIME AND THE CONSEQUENCES OF HIS PLEA. COURT ACCEPTED PLEA AND CONTINUED MATTER FOR SENTENCING. O.R.	12-18-86 @ 10 AM SENT. II DISM. I (WOOD)
11/10/86 JAMES BRENNAN DEPT. II S. NICHOLSON, CLERK R. SILVAGGIO, REPORTER	ARRAIGNMENT STATE REPRESENTED BY THOMAS FITZPATRICK, DDA. DEFT. BORELLI PRESENT WITH MARY MCCARTHY, DPD. NEGOTIATIONS: DEFT. TO PLEAD TO COUNT II AND STATE WILL DISMISS COUNT I AND PENDING JUSTICE COURT CASE 86F-1151; MAKE NO RECOMMENDATION AT TIME OF SENTENCING. DEFENDANT BORELLI WAS DULY ARRAIGNED AND ENTERED A PLEA OF GUILTY TO COUNT II-POSSESSION OF CONTROLLED SUBSTANCE (F). COURT ORDERED, SET FOR SENTENCING. O.R.	12/31/86 @ 9 AM SENTENCING CT II DISMISSAL CT I

MINUTES — CRIMINAL

CASE NO. C76328 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD AND EDWARD JOHN BORELLI

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES — HEARING	CONTINUED TO:
12-18-86 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK PAUL DEGAGNE REPORTER	SENTENCING - COUNT II DISMISSAL - COUNT I STATE REPRESENTED BY KAREN VAN DE POL, DDA. DEFENDANT WOOD PRESENT WITH COUNSEL, JEFFREY SHANER. PATRICIA HOOVER, DEPT. OF PAROLE AND PROBATION, PRESENT. DEFENDANT ADJUDGED GUILTY TO POSSESSION OF CONTROLLED SUBSTANCE (F) BY REASON OF HIS PLEA. ARGUMENT TO COURT BY THE STATE. STATEMENT BY DEFENDANT IN MITIGATION OF SENTENCE. ARGUMENT TO COURT BY MR. SHANER. THE COURT SENTENCED DEFENDANT WOOD TO A TERM OF FIVE (5) YEARS NSP; SAID SENTENCE SUSPENDED AND DEFENDANT PLACED ON PROBATION FOR AN INDETERMINATE PERIOD NOT TO EXCEED FIVE (5) YEARS. CONDITIONS: 1. DEFENDANT WILL SPEND THE FIRST SIX MONTHS OF THIS SENTENCE IN THE CLARK COUNTY DETENTION CENTER. 2. SEARCH CLAUSE FOR DETECTION OF STOLEN PROPERTY AND CONTROLLED SUBSTANCE. 3. (MANDATORY CONDITION) DEFT. IS TO ENTER AND COMPLETE DRUG REHABILITATION PROGRAM. THE DEPT. CAN SELECT A PROGRAM THAT WILL BE APPROPRIATE FOR THIS DEFT. 4. DEFENDANT IS TO PAY A FINE IN THE SUM OF $500 DURING THE FIRST YEAR OF THIS PROBATION. STATE MOVED TO DISMISS COUNT I, AND BY THE COURT SO ORDERED.	
12-31-86 JAMES BRENNAN DEPT. II CINDY WELLS CLERK RENE SILVAGGIO REPORTER	SENTENCING COUNT II; DISMISSAL COUNT I BORELLI State represented by Karen VanDePol, DDA; Defendant BORELLI present with Mary McCarthy, DPD. P&P present. Defendant adjudged guilty Possession of Controlled Substance. Statement by Ms. McCarthy. COURT ORDERED, Deft. BORELLI sentenced to four (4) years NSP; said sentence suspended and Defendant placed on probation for an indeterminate period of time not to exceed five (5) years under the following special conditions: 1. Search clause. 2. Contribute $500 to Secret Witness within first 18 months of probation. 3. Forty (40) hours community service within first year. 4. Eighteen (18) days CCDC during first three (3) months to be served on non-working days. 5. Pay Public Defenders services of $250 within first eighteen (18) months of probation. COURT FURTHER ORDERED, COUNT I DISMISSED.	
5-12-87 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	DEFEDANT WOOD'S MOTION TO MODIFY SENTENCE STATE REPRESENTED BY CHRISTOPHER OWENS, DDA. DEFENDANT WOOD NEITHER PRESENT NOR REPRESENTED BY COUNSEL. THE RECORD WILL SHOW MR. SHANER COUNSEL FOR DEFENDANT, SOPKE TO COURT EARLIER AND ADVISED THAT DEFENDANT HAD BEEN RELEASED, HAVING SERVED HIS TIME. COURT ORDERED, THIS MOTION IS NOW MOOT AND IS TAKEN OFF CALENDAR.	

CASE NO. C76328 TITLE THE STATE OF NEVADA VS. GREGORY BRENT WOOD AND EDWARD JOHN BORELLI

DATE, JUDGE OFFICERS OF COURT PRESENT	APPEARANCES — HEARING	CONTINUED TO:
2-16-88 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	DEFENDANT'S MOTION FOR RETURN OF PROPERTY STATE REPRESENTED BY DAVID P. SCHWARTZ, DDA. DEFENDANT WOOD NEITHER PRESENT NOR REPRESENTE BY COUNSEL. MR. SCHWARTZ ADVISED COURT DEFENDANT IS SEEKING TO HAVE $1,000 RETURNED TO HIM. MR. ROGER OF THE DA'S OFFICE IS COMMUNICATING WITH LVMPD ABOUT THIS BUT HE NEEDS MORE TIME. COURT ORDERED, MATTER CONTINUED. JEFF SHANER, COUNSEL FOR DEFENDANT, APPEARED LATE AND WAS ADVISED OF THE NEW DATE. NIC	2-18-88 @ 10 AM DEFT'S. MO. FOR RETURN OF PROP.
2-18-88 STEPHEN L. HUFFAKER DEPT. NINE B. STUCKI CLERK MARY HILT REPORTER	DEFENDANT'S MOTION FOR RETURN OF PROPERTY STATE REPRESENTED BY DAVID J. J. ROGER, DDA. DEFENDANT WOOD REPRESENTED BY COUNSEL, JEFFREY SHANER. MR. ROGER INDICATED HE HAD SPOKEN TO METRO AND THEY SAID THE PAPERWORK WAS NEVER SUBMITTED FOR FORFEITURE AND THE STATUTE OF LIMITATIONS HAD RUN. COURT ORDERED, MOTION FOR RETURN OF PROPERTY IS GRANTED.	

FILED
1988 MAR -2 PM 3:35

Case Information

Court Case No:
M98002156

State Case No:
131998CO0021560001XX

Defendant Name:
WOOD, GREGORY B

DOB:
[redacted]

Date Filed:
01/15/1998

Date Closed:
01/21/1998

Warrant Type:

Assessment Amount:
0

Balance Due:
0

Stay Due Date:
00/00/0000

Judge:
ROHAIDY JOSE FRANCISCO

Defense Attorney:
PUBLIC DEFENDER APPOINTMENT, ASSIGN

File Section:
M003

File Location:
DESTROYED

Box Number:

Arresting Agency:
MIAMI DADE SHERIFF

Arrest Date:
01/14/1998

Hearing

No Hearings Found

Charges

Seq No.	Charge	Charge Type	Disposition
1	PROSTITUTION	COUNTY ORDINANCE	WH ADJ W/FINE & COST

Dockets

Din	Date	Book/Page	Docket
14	01/29/1998		COURT FEE PAYMENT 118.00 RECEIPT # 0432074
13	01/21/1998		BOND RECEIVED POWER/RECEIPT # 538109
12	01/21/1998		WAIVER OF RIGHTS
11	01/21/1998		ASSD FINE 0.00 COST 118.00 REST'N 0.00 PAID FINE 0.00 COST 118.00 REST'N 0.00 BAL FINE 0.00 COST 0.00 REST'N 0.00
10	01/21/1998		CLOSING JUDGE EMAS, KEVIN
9	01/21/1998		CAB AMT/ 1000 DISCHARGED 01/21/1998 POWER/538109
8	01/20/1998		ARRAIGNMENT HEARING SCHEDULED FOR 01/21/1998 AT 08:45
7	01/15/1998		PROCESSED FOR WALK-IN COURT
6	01/15/1998		CAB AMT/ 1000 ISSUED 01/15/1998 POWER/538109
5	01/15/1998		ATTORNEY TYPE APPOINTED AT JAIL ARRAIGNMENT PUBLIC DEFENDER
4	01/15/1998		REPORT RE: STATUS SET FOR 01/20/1998 AT 09:00
3	01/15/1998		FIRST APPEARANCE/JAIL ARRAIGNMENT - A.M.
2	01/15/1998		ATTORNEY TYPE APPOINTED AT JAIL ARRAIGNMENT PUBLIC DEFENDER
1	01/15/1998		REPORT RE: STATUS SET FOR 01/20/1998 AT 09:00

FLORIDA'S CLERKS OF COURT
AND COMPTROLLERS
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INFORMATION SYSTEM

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Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

April 23, 2026

Mr. Gregory Brent Wood
1106 Palms Airport Drive
Las Vegas, Nevada 89119

RE: Application No. 55522, Entity 14784920
1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo

Dear Mr. Wood:

Your application for an occupational license with the Office of Operations has been received. The item(s) checked below are either missing or require correction before the processing of your application can be completed:

- You must provide both court disposition records and arrest reports for the following charges:
  - Clark County, Nevada Arrest(s) – 02/03/1986.

Note: If you cannot obtain the requested **court disposition and arrest repots** records, please submit a certified statement from the Clerk of Court for the relevant jurisdiction stating the status of records or that the records are not available. All aliases must be listed, if applicable.

If you fail to provide the Florida Gaming Control Commission with a complete application by 08/20/2026, your application shall lapse and no longer be processed by the Florida Gaming Control Commission. An applicant seeking a license as an initial or renewal applicant following the lapse of their previous license application shall be required to reapply by submitting all materials and fees required for that license in Florida Gaming Control Commission Rule.

Return the missing document and/or information to the address provided above, attention Office of Operations. If you have any questions please call 850-794-8130.

Thank you,

CM
Operations Analyst II

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

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2026 APR -2 PM 12:30
FLORIDA GAMING COMMISSION

April 23, 2026

Mr. Gregory Brent Wood
1106 Palms Airport Drive
Las Vegas, Nevada 89119

RE: Application No. 56522, Entity 14784920
1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo

Dear Mr. Wood:

Your application for an occupational license with the Office of Operations has been received. The item(s) checked below are either missing or require correction before the processing of your application can be completed:

- You must provide both court disposition records and arrest reports for the following charges:
  - Clark County, Nevada Arrest(s) – 02/03/1986.

Note: If you cannot obtain the requested **court disposition and arrest repots** records, please submit a certified statement from the Clerk of Court for the relevant jurisdiction stating the status of records or that the records are not available. All aliases must be listed, if applicable.

If you fail to provide the Florida Gaming Control Commission with a complete application by 08/20/2026, your application shall lapse and no longer be processed by the Florida Gaming Control Commission. An applicant seeking a license as an initial or renewal applicant following the lapse of their previous license application shall be required to reapply by submitting all materials and fees required for that license in Florida Gaming Control Commission Rule.

Return the missing document and/or information to the address provided above, attention Office of Operations. If you have any questions please call 850-794-8130.

Thank you,

CM
Operations Analyst II

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Carmine Pisano, Senior Attorney
Re:	Jake Taylor Sweezer
	Case No. 2026-043482 License Denial
Date:	July 20, 2026

Executive Summary

Jake Taylor Sweezer (the "Applicant") submitted an application to the Division of Pari-Mutuel Wagering (the "Division") for a Slot Machine/Cardroom/Pari-Mutuel Wagering Individual Combination Occupational License (the "Application"). The Application was deemed complete on June 12, 2026. Upon review of the Application, it appears Applicant has been convicted of one felony offense out of United States Marine Corps - 1st Marine Division. Therefore, the Florida Gaming Control Commission may authorize the issuance of a Letter of License Denial.

Pertinent Facts

On May 5, 2026, Respondent submitted an application for a Slot Machine/Cardroom/Pari-Mutuel Wagering Combination Occupational License to the Division. The Applicant answered "no" to if he had been convicted of a disqualifying offense. On May 15, 2026, the Applicant was issued a deficiency letter by the Division requesting that he amend his application and provide information regarding the arrest from June 30, 2020. The Division received a completed application on June 12, 2026. Upon review of the completed Application, it appears that the Applicant was convicted of the following felony offense:

- Aggravated Assault with the Infliction of Substantial Bodily Harm out of United States Marine Corps - 1st Marine Division from January 19, 2021.

This felony conviction is a disqualifying offense pursuant to sections 550.105(5)(b), 551.107(6)(a), and 849.086(6)(f), Florida Statutes.

Relevant Law

Section 550.105(5)(b), Florida Statutes, provides, in pertinent part that:

> …the commission may deny, suspend, revoke, or declare ineligible any occupational license if the applicant for such license has been convicted in this state, in any other state, or under the laws of the United States of a capital

> felony, a felony, or an offense in any other state which would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; or a crime involving a lack of good moral character, or has had a pari-mutuel license revoked by this state or any other jurisdiction for an offense related to pari-mutuel wagering.

Section 550.105(5)(d), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere. However, the term "conviction" shall not be applied to a crime committed prior to the effective date of this subsection in a manner that would invalidate any occupational license issued prior to the effective date of this subsection or subsequent renewal for any person holding such a license.

Section 551.107(6)(a), Florida Statutes, provides in pertinent part that:

> . . .the commission may deny, suspend, revoke, or refuse to renew any slot machine occupational license if the applicant for such license or the licensee has been convicted in this state, in any other state, or under the laws of the United States of a capital felony, a felony, or an offense in any other state that would be a felony under the laws of this state involving arson; trafficking in, conspiracy to traffic in, smuggling, importing, conspiracy to smuggle or import, or delivery, sale, or distribution of a controlled substance; racketeering; or a crime involving a lack of good moral character, or has had a gaming license revoked by this state or any other jurisdiction for any gaming-related offense.

Section 551.107(6)(c), Florida Statutes, provides that:

> …the term "convicted" means having been found guilty, with or without adjudication of guilt, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

Section 849.086(6)(f), Florida Statutes, provides that:

> the "provisions specified in s. 550.105(4), (5), (6), (7), (8), and (10) relating to licensure shall be applicable to cardroom occupational licenses.

SWEEZER, JAKE TAYLOR

Case # 2026-043482

License Type: Slot/Cardroom/Pari-Mutuel Indiv Combo (1055)
Occupation: Maintenance/HVAC Technician

Waiver Requested: N/A

90 Day Deadline: 09/09/2026

Division of Pari-Mutuel Wagering

Licensing Administrator Review of Occupational License

SWEEZER, JAKE TAYLOR-14803598
(Applicant's Name– License #)

2026-043482
Case No:

INITIAL APPLICATION RECEIVED:	5/5/2026
Application Deemed Complete:	6/12/2026
If no Request for Waiver received, 90-Day Deadline:	**9/9/2026**

Waiver Requested: ☒No ☐Yes (Pursuant to s.120.60, F.S., the processing timeline requirement has been waived.)
- Waiver Requested: N/A

KAL	321-Gulfstream Park	1055-Maintenance/HVAC Technician
Application Processor	Facility (d/b/a name)	Occupation Code / Job Title

Analyst Review

Did the applicant accurately disclose the criminal history record initially? ☐Yes ☒No
Licensing History: **N/A** Type: **N/A** Initial license issued: **N/A** Maintained Continuous licensure? ☐Yes ☐No **N/A**

Background Information

Was a deficiency letter issued to correct an omission, error, or to request information related to the offense(s)? ☒Yes ☐No
Where all items identified in the deficiency letter addressed? ☒Yes ☐No If no, explain:

☒ Felony(s): Count(s) ☐ Misdemeanor(s) – Industry Related / Gambling Related / Bookmaking

☐ Forgery, Larceny Extortion, Conspiracy To Defraud (Cardroom Professions Only)

☐ Animal Cruelty (Pari-Mutuel Professions)

Arrest Date	Location	Charge	Level	Court Case #	Disposition / Sentence	AR	Disp	Fines Paid
06/30/2020	USMC Quantico, DC	**Charge 1**- Assault, Aggravated: Intentionally Inflicted of Substantial Bodily Harm **Charge 2**- Battery **Charge 3**-Burglary with Intent to commit certain offenses	Felony	No. 202100029	**Charge 1-** Convicted **Charge 2-** Acquitted **Charge 3-** Acquitted	Y	Y	Y

Related Licenses

Check VR License Relations to Determine if Applicant is Related to a Business.

Is the individual applicant related to a business? Yes ☐ No ☒ **If yes, complete sections below.**

Business License Number: | Business Name:

Has a deficiency letter been issued to the business indicating all ODSs must be licensed? Yes ☐ No ☐

Date Deficiency Letter Issued: | Initials:

Licensing Administrator Review

Disposition Confirmation

Disqualifying Convictions/Arrests Confirmed? Yes ☒ No ☐ ☐ Approval
Disposition Attached for Disqualifier(s)? Yes ☒ No ☐

Deficiency Letter Issued: **05/15/2026** ; Application Deemed Complete: **06/12/2026**
Applicant Eligible for Waiver? Yes ☐ No ☒ If Yes: ☐ Waiver Requested ☐ Failed to Request Waiver

Forward to ☐ **Investigations** ☒ **Legal** ☐ **Commission** | Initials: CH Date: 06/18/2026

State of Florida

Department of Business and Professional Regulation

Chronology Report

Case #: 2026043482 **Incident date:** 05/05/2026 **Status:** 10 - Initial Review

Lic Type: 1055 **Disposition:**

Case Type: Complaint

Responsible: charris - HARRIS, CYNTORIA

Complainant: FLORIDA GAMING CONTROL COMMISSION

ESPLANADE WAY SUITE 250, TALLAHASSEE, FL 32399

Respondent: SWEEZER, JAKE TAYLOR

821 SW 20TH ST, FORT LAUDERDALE, FL 33315

Summary: Application and rap sheet reviewed. Applicant's criminal history resulted in felony conviction(s) or an industry related offense (such as gambling, bookmaking, etc.). 321 - Gulfstream Park

Chronology:

Effective Date	Type	Lic Type	Code	Description	Responsible Party	Respondent
06/18/2026	A	79	100	Initial Review Conducted		SWEEZER, JAKE TAYLOR
06/18/2026	R		charris	HARRIS, CYNTORIA	charris	
06/18/2026	S	1055	10	Initial Review	charris	

Allegation:

Code	Description
ATTD	Authority to Deny Licensure

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
2601 Blair Stone Road
Tallahassee, FL 32399-1037

SWEEZER, JAKE TAYLOR
821 SW 20TH ST
FORT LAUDERDALE, FL 33315

FILE NUMBER 14659

AMOUNT PAID $100.00

INITIAL PIN 6430

APPROVAL DATE MAY 05, 2026

STATE OF FLORIDA AC#T 0088237
FLORIDA GAMING CONTROL
COMMISSION

LIC NO. 14803598 05/05/2026

TEMPORARY SLOT/CARDROOM/PARI-MUTUEL
INDIV COMBO **(1055)**
SWEEZER, JAKE TAYLOR

IS LICENSED UNDER THE PROVISIONS OF CH. 551 F.S.
EXPIRATION DATE: PENDING APPLICATION ACTION

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC#T [redacted]

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

SEQ# [redacted]

DATE	LICENSE FEE	LICENSE NUMBER	
05/05/2026	**AMOUNT PD $100.00**	14803598	**FILE NUMBER 14659**

TEMPORARY SLOT/CARDROOM/PARI-MUTUEL INDIV COMBO LICENSEE
NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CH. 551 F.S.
EXPIRATION DATE: PENDING APPLICATION ACTION
SEQ# [redacted]

SWEEZER, JAKE TAYLOR
821 SW 20TH ST
FORT LAUDERDALE, FL 33315

RON DESANTIS
GOVERNOR

DISPLAY AS REQUIRED BY LAW

OCCUPATIONAL LICENSES FEE VOUCHER

5424

Date 5/5/26

Applicant Name: Jake Sweezer
(Please print)

Position/Title: HVAC Technician
(Please print)

This voucher must be submitted with the applicant's completed Slot Machine Individual Occupational License Application form to the DBPR Licensing and Compliance Office.

Upon receipt of an authorized voucher, GULFSTREAM PARK agrees to remit to the Division:

☐ $50 (1-year license)

☑ $ 100 (Other)

Human Resources Authorized Signature

For Accounting use only.

Original - Division Yellow - Submit for Payment Pink - Accounting Gold - HR Personnel File GULFSTREAM PARK

FGCC PMW-3410 – Slot Machine Individual Occupational License Application

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING
www.flgaming.gov

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MAY 05 2026
By

APPLICATION CHECKLIST – IMPORTANT –Submit all items on the checklist below to ensure faster processing.

ALL License Applicants must submit:

- ☑ Completed Form FGCC PMW-3410 – Print clearly and complete all sections that are not optional in black or blue ink.
- ☑ Provide Identification – Required by Rule 75-14.010, Florida Administrative Code.

Provide a copy of one of the items below:

- US Passport
- Certificate of US Citizenship or Naturalization
- Permanent Resident Card

OR, Provide a copy of two of the items below:

- ☒ Birth Certificate (Certified Copy)
- ☒ Driver's License
- Military ID Card
- Student ID Card
- Country ID Card
- Foreign Passport
- Government Issued Credential
- Immigration ID Card

- ☐ Additional Pages – If necessary to respond to any application questions.
- ☐ Supporting Legal Documentation – If necessary to respond to background information questions in application.
- ☑ Three (3) Year Licensing Fee – Make checks or money orders payable to FGCC.
  - ☐ Slot Machine General Occupational License - $100.00* *does not include fingerprint fee
  - ☐ Slot Machine Professional Occupational License - $100.00*
  - ☑ Slot Machine/Cardroom/PMW Combination Occupational License - $100.00*
- ☑ Fingerprints – Choose One Option: TGN- [redacted]
  - ☑ Electronic Fingerprints: Electronic fingerprints must be submitted to the Division through a law enforcement agency or an FDLE approved Livescan Service Provider. Submit electronic fingerprints with the following ORI number: FL925185Z.

    IMPORTANT: Electronic fingerprint processing fees must be paid directly to the law enforcement agency or FDLE approved Livescan Service Provider.

  - ☐ Fingerprint Card: Fingerprint cards (FD-258) can be mailed to applicants upon request by contacting the Division at the address or phone number below. Completed fingerprint cards must be mailed to the Division with your application.

    IMPORTANT: Fingerprint card processing fees must be paid to the Division. Please see http://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx for the current fee amount.

  - ☐ Fingerprint Resubmission for Renewal and Upgrade Applicants: Applicants timely renewing or upgrading a license need only provide the Division a fingerprint resubmission processing fee. Visit our website or contact us for the current fee amount.

    IMPORTANT: Timely submission of renewals must occur within one year of the expiration of applicant's license.

Please mail your completed application, documentation and required fee(s) to:
Florida Gaming Control Commission
Pari-Mutuel Wagering, Licensing Section
4070 Esplanade Way, Suite 250, Tallahassee, Florida 32399
Phone: 850.794.8130

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Florida Gaming Control Commission
Division of Pari-Mutuel Wagering
FGCC PMW-3410 – Slot Machine Individual Occupational License Application

Instructions: Please review this application thoroughly and complete all sections not marked optional. Print clearly in black or blue ink. Do not write in the space labeled "For Division Use Only."

DEMOGRAPHIC INFORMATION

Social Security Number	Birth Date (MM/DD/YYYY)	Gender
[redacted]	[redacted]	☒ Male ☐ Female

Last Name	First	Middle	Suffix
Sweezer	Jake	Taylor	

Have you used, been known as, or called by another name (example – maiden name, pseudonym, nickname) or alias other than the name used on the application? ☐ Yes ☒ No

If yes, list the name or names used: _____

Have you, within the previous 2 years, been employed with the commission? ☐ Yes ☒ No

Race/Ethnicity (check only one):
☐ Black or African American
☒ White or Caucasian
☐ Asian or Pacific Islander
☐ Hispanic/Latino
☐ Native American or Alaskan Native
☐ Other

Are you a United States citizen? ☒ Yes ☐ No
If no, provide the name of the country of which you are a citizen: _____

Current Mailing Address	Email Address
821 SW 20th St	JakeSweezer38@gmail.com

City	State	Zip Code (+4 optional)	Country
Fort Lauderdale	FL	33315	USA

Primary Phone Number	Secondary/Cell Phone Number (optional)
954-995-3433	

Current Street Address
821 SW 20th St

City	State	Zip Code (+4 optional)	Country
Fort Lauderdale	FL	33315	USA

Type of Slot Machine Occupational License applying for:
☐ General Individual ☐ Professional Individual
☒ Slot Machine/Cardroom/PMW Combination
Job title(s)*: HVAC Technician

*Applicants for a Combo license should disclose all job titles

Is this your first time applying for a racing/gaming license in Florida?
☒ Yes ☐ No

Facility where employed and/or doing business:
Gulfstream Park

Employer name:
Gulfstream Park

FOR DIVISION USE ONLY

License Code 1055 **License #** 14803598 **File #** 14659 **App #** 55622
Association Code 321 **Date Received** 5/5/2026 **Entered By** S.J. **License Year** 26/29
License Fee $100.00 **FP Date** 5/5/2026 **FP Fee** $0 **Total Fee** $100.00

☐ **Waiver Requested (Combo Only)** ☐ **ARCI** ☒ **Enforcement**

TCN- 70C9700000000500

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EMPLOYMENT HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes
☑ No

Have you previously worked for a gaming-related employer?
If yes, you must list below all gaming-related employment history in the past ten years.

Name of Employer	Address	Start Date (Month/ Year) - End Date (Month/ Year)	Title/Position Held & Supervisor Name	Reason for Leaving

PREVIOUS LICENSING HISTORY (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes
☑ No

Have you ever been licensed in any other racing or gaming jurisdiction? If yes, you must list all current and previous licenses and provide the details in the section below.

State(s) or Jurisdiction(s) Where Licensed	Date of Expiration	Is this license currently suspended or subject to fines or other discipline? Explain why.
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

☐ Yes
☑ No

Have you ever had a racing or gaming license revoked or denied in this or any other state or country? If yes, you must list the state(s) or jurisdiction(s) of licensure revocation or denial and explain why.

If you answered yes to the question above, provide details here:

_____

_____

_____

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☐ Yes ☒ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence

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☐ Yes ☒ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☒ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

AMENDED DOCUMENT Initials KL

Applicant Sweezer, Jake Taylor

Entity # 14803598

File # 14659 App# 55698

JTS 6/12/26

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☐ Yes ☒ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
6/30/2020	Quantico	VA	ASSAult	Felony	1 yr

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Sign Here

☐ Yes ☒ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☒ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

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PLEASE READ AND SIGN BELOW

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless specifically required by Federal Statute. In this instance, disclosure of Social Security numbers is mandatory pursuant to Title 42, United States Code, Sections 653, 654; and Sections 409.2577 and 409.2598, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all occupational license applications and are used for licensee identification purposes pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L. 193, Sec. 317.

I hereby authorize the Florida Gaming Control Commission, Division of Pari-Mutuel Wagering, to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that I am able to obtain a national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), Sections 16.30-16.34. I understand that my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for challenging the FDLE or FBI criminal history records are set forth in F.S. 943.056 and Title 28, CFR, Section 16.34. I may obtain a prompt determination as to the validity of my challenge before the Division makes a final determination about my status as a licensee. A copy of the Noncriminal Justice Applicant's Privacy Rights is available on the Division's website.

Each application for a license or renewal of a license issued by the Florida Gaming Control Commission shall be signed under oath or affirmation by the applicant, or owner or chief executive of the applicant without the need for witnesses unless otherwise required by law.

Under penalties of perjury, I declare that I have read the foregoing application and the facts contained in this application are true and complete. I understand that falsification of any information on this application may result in administrative action, including fines up to $1,000, denial, suspension or revocation of the license. I agree to abide by and obey all rules and regulations of the Florida Gaming Control Commission and the laws of the State of Florida. Under penalty of perjury, I agree to inform the Commission within 48 hours of being convicted of or entering a plea of guilty or nolo contendere to any disqualifying offense, regardless of adjudication.

AUTHORIZATION FOR RELEASE OF INFORMATION:

I do hereby instruct all law enforcement, criminal justice agencies, gaming commissions, tribal gaming regulatory agencies or commissions, state agencies, or commissions responsible for gaming regulation to release all requested information to the bearer of this release form, who is an authorized representative of the State of Florida, Florida Gaming Control Commission or the Florida Department of Law Enforcement.

I further authorize any individual, agency, corporation, or other entity to release any and all information requested by the bearer of this release form with respect to myself or my business. Further, I understand that under Florida Statute, any information released that is not specifically exempted shall become part of the public record, releasable upon request to the public pursuant to Chapter 119, Florida Statutes.

Jake Taylor Sweezer
Print Legal Name (First Middle Last)

[redacted]
Birth Date (MM/DD/YYYY)

[redacted]
Social Security Number

Gulfstream Park
Name of Employer

Signature of Applicant

5/5/26
Date

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MAY 05 2026
By

[redacted]

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MAY 05 2026
By

No Enforcement Findings

System Messages

- Fed Tax # not found

Search Criteria | Results

Complaint

Board
Complaint #
Lic Type
Reference
Case Type
Status
Assigned To
Incident From
Incident To
Key Phrase in Summary

Find
New
Clear
Back

Respondent

Fed Tax # [redacted]
Street #
File #
Street
License #
City
Entity #
Postal/Zip
Key Name
State
County

Complainant Key Name

Involved Party Key Name

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COMPREHENSIVE CASE
INFORMATION SYSTEM

[redacted]

[redacted]

CERTIFIED RECORD OF TRIAL

(and accompanying papers)

of

Sweezer	Jake	T	[redacted]	Cpl/E-4
(Last Name)	*(First Name)*	*MI*	*(DoD ID No.)*	*(Rank)*

3d Bn, 1st MarReg, 1st MarDiv	USMC	Camp Pendleton, CA
(Unit/Command Name)	*(Branch of Service)*	*(Location)*

By

General Court-Martial (GCM) COURT-MARTIAL

(GCM, SPCM, or SCM)

Convened by Commanding General

(Title of Convening Authority)

1st Marine Division

(Command of Convening Authority)

Tried at

Camp Pendleton, CA On 18 November 2020

(Place or Places of Trial) *(Date or Dates of Trial)*

Companion and other cases None

(Rank, Name, DOD ID No., (if applicable), or enter "None")

[redacted]

CONVENING ORDER

UNITED STATES MARINE CORPS
1ST MARINE DIVISION (REIN)
BOX 555380
CAMP PENDLETON CALIFORNIA 92055-5380

IN REPLY REFER TO:
5000-82
GCMCO #1-20
SEP 2 9 2020

A General Court-Martial is hereby convened. It may proceed at Marine Corps Base Camp Pendleton, California, or Marine Air Ground Task Force Training Center Twentynine Palms, California, unless otherwise directed. The Court-Martial will be constituted as follows:

MEMBERS

Major [redacted] USMC;
Major [redacted] USMC;
Major [redacted] USMC;
Major [redacted] USMC;
Major [redacted] USMC;
Captain [redacted] USMC;
Captain [redacted] USMC; and
Captain [redacted] USMC.

[redacted]

R. B. TURNER, JR.
Major General
U. S. Marine Corps
Commanding General

[redacted]

CHARGE SHEET

CHARGE SHEET

I. PERSONAL DATA

1. NAME OF ACCUSED (Last, First, MI)	2. EDIPI	3. RANK/RATE	4. PAY GRADE
SWEEZER, Jake T.	[redacted]	Cpl	E-4

5. UNIT OR ORGANIZATION	6. CURRENT SERVICE a. INITIAL DATE	b. TERM
3d Battalion, 1st Marine Regiment, 1st Marine Division	11 July 2016	5 yrs

7. PAY PER MONTH a. BASIC	b. SEA/FOREIGN DUTY	c. TOTAL	8. NATURE OF RESTRAINT OF ACCUSED	9. DATE(S) IMPOSED
2,634.60 ~~$2,507.10~~	N/A	2,634.60 ~~$2,507.10~~	Pre-Trial Confinement	30 June 2020 - Present

PRD 22 JUL

II. CHARGE(S) AND SPECIFICATION(S)

10. Charge I: Violation of the UCMJ, Article 128

Specification 1 (Assault Consummated by a Battery): In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Training Center 29 Palms, California, on or about 29 June 2020, unlawfully throw the body of Private First Class [redacted] U.S. Marine Corps, to the ground with his hands.

Specification 2 (Aggravated Assault: Substantial Bodily Harm): In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Training Center 29 Palms, California, on or about 29 Ju[redacted]e 2020, commit an assault upon Private First Class [redacted] U.S. Marine Corps, by: striking Private First Class [redacted]s face with his hand, and did thereby inflict substantial bodily harm upon Private First Class [redacted] to wit: severe bruising and swelling of the face.

Charge II: Violation of the UCMJ, Article 129

Specification (Burglary with Intent to Commit Art. 121, UCMJ): In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Training Center 29 Palms, California, on or about 29 June 2020, unlawfully break and enter the structure of Private First [redacted]., U.S. Marine Corps, to wit: a case band structure, with the intent to commit an offense under the Uniform Code of Military Justice therein, to wit: Article 121, Larceny.

III. PREFERRAL

a. NAME OF ACCUSER (Last, First, MI)	b. GRADE	c. ORGANIZATION OF ACCUSER
[redacted]	E-6	HqSptBn, MCI-West-MCB, CamPen, CA

[redacted] e. DATE 10 JULY 2020

AFFIDA[redacted] undersigned, authorized by law to administer oaths in cases of this character, personally appeared the above n[redacted] 10th day of July, 20 20, and signed the foregoing charges and specifications under oath that he is a person subject to the Uniform Code of Military Justice and that he either has personal knowledge of or has investigated the matters set forth therein and that the same are true to the best of his knowledge and belief.

S. W. DUKES
Typed Name of Officer

HqSptBn, MCI-West-MCB, CamPen, CA
Organization of Officer

Captain, U.S. Marine Corps
[redacted]

Judge Advocate
Official Capacity to Administer Oaths
(See R.C.M. 307(b)–must be commissioned officer)

ORIGINAL

12. On 14 July ,20 20 , the accused was informed of the charges against him/her and of the name(s) of the accuser(s) known to me. *(See R.C.M. 308(a)). (See R.C.M. 308 if notification cannot be made.)*

[redacted]
Typed Name of Immediate Commander

3d Battalion, 1st Marine Regiment, 1st Marine Division
Organization of Immediate Commander

First Lieutenant, U. S. Marine Corps
Grade or Rank of Commander

[redacted]
Signature

IV. RECEIPT BY COURT-MARTIAL CONVENING AUTHORITY

13. The sworn charges were received at 1700 hours, 10 July 20 20 at
Designation of Command or
3d Battalion, 1st Marine Regiment, 1st Marine Division
Officer Exercising Summary Court-Martial Jurisdiction (See R.C.M. 403)

FOR THE[1] Commanding Officer

[redacted]
Typed Name of Officer

Legal Officer
Official Capacity of Officer Signing

First Lieutenant, U. S. Marine Corps
Grade or Rank and Service

[redacted]
Signature

V. REFERRAL; SERVICE OF CHARGES

V. REFERRAL; SERVICE OF CHARGES

14a. DESIGNATION OF COMMAND OF CONVENING AUTHORITY	b. PLACE	c. DATE
1st Marine Division	Camp Pendleton, CA	OCT 0 2 2020

Referred for trial to the General court-martial convened by General Court-Martial Convening Order #1-20

Dated 29 September 20 20 ,subject to the following instructions:[2]

By ////////////////////// Of
Command or Order

R. B. TURNER, JR.
Typed Name of Officer

COMMANDING GENERAL
Official Capacity of Officer Signing

Major General, U.S. Marine Corps
Grade or Rank of Officer

[redacted]
Signature

Signature

15. On 5 October ,20 20 , I caused to be served a copy hereof on ~~(each of)~~ the above named accused.

S.W. DUKES
Typed Name of Trial Counsel

Captain, U.S. Marine Corps
Grade or Rank of Trial Counsel/Summary Court-Martial Officer

SWD 5Oct20

[redacted]
Signature

FOOTNOTES
1 – When an appropriate commander signs personally, inapplicable words are stricken.
2 – See R.C.M. 601(e) concerning instructions. If none, so state.

DD Form 458 Reverse

ORIGINAL

TRIAL COURT MOTIONS & RESPONSES

THERE ARE NO TRIAL COURT MOTIONS AND RESPONSES

REQUESTS

THERE ARE NO REQUESTS

NOTICES

THERE ARE NO NOTICES

COURT RULINGS & ORDERS

THERE ARE NO COURT RULINGS AND ORDERS

STATEMENT OF TRIAL RESULTS

STATEMENT OF TRIAL RESULTS

SECTION A - ADMINISTRATIVE

1. NAME OF ACCUSED (last, first, MI)	2. BRANCH	3. [redacted]	4 [redacted]
SWEEZER, Jake T.	Marine Corps	E-4	

5. CONVENING COMMAND	6. TYPE OF COURT-MARTIAL	7. COMPOSITION	8. DATE SENTENCE ADJUDGED
1st Marine Division	General	Judge Alone - MJA16	Nov 18, 2020

SECTION B - FINDINGS

SEE FINDINGS PAGE

SECTION C - TOTAL ADJUDGED SENTENCE

9. DISCHARGE OR DISMISSAL	10. CONFINEMENT	11. FORFEITURES	12. FINES	13. FINE PENALTY
Bad conduct discharge	12 months	Total Forfeitures	None.	None.

14. REDUCTION	15. DEATH	16. REPRIMAND	17. HARD LABOR	18. RESTRICTION	19. HARD LABOR PERIOD
E-1	Yes ○ No ◉	Yes ○ No ◉	Yes ○ No ◉	Yes ○ No ◉	N/A

20. PERIOD AND LIMITS OF RESTRICTION

N/A

SECTION D - CONFINEMENT CREDIT

21. DAYS OF PRETRIAL CONFINEMENT CREDIT	22. DAYS OF JUDICIALLY ORDERED CREDIT	23. TOTAL DAYS OF CREDIT
141		141 days

SECTION E - PLEA AGREEMENT OR PRE-TRIAL AGREEMENT

24. LIMITATIONS ON PUNISHMENT CONTAINED IN THE PLEA AGREEMENT OR PRE-TRIAL AGREEMENT

The maximum discharge to be adjudged is a bad conduct discharge. The minimum confinement that may be adjudged is 12 months and the maximum that may be adjudged is 14 months. Forfeitures may be adjudged. Automatic forfeitures will not be deferred or waived. No fine shall be adjudged. The maximum reduction that may be imposed is reduction to E-1. No other lawful punishments shall be adjudged.

SECTION F - SUSPENSION OR CLEMENCY RECOMMENDATION

25. DID THE MILITARY JUDGE RECOMMEND SUSPENSION OF THE SENTENCE OR CLEMENCY?	26. PORTION TO WHICH IT APPLIES	27. RECOMMENDED DURATION
Yes ○ No ◉		

28. FACTS SUPPORTING THE SUSPENSION OR CLEMENCY RECOMMENDATION

SECTION G - NOTIFICATIONS

29. Is sex offender registration required in accordance with appendix 4 to enclosure 2 of DoDI 1325.07?	Yes ○ No ◉
30. Is DNA collection and submission required in accordance with 10 U.S.C. § 1565 and DoDI 5505.14?	Yes ◉ No ○
31. Did this case involve a crime of domestic violence as defined in enclosure 2 of DoDI 6400.06?	Yes ○ No ◉
32. Does this case trigger a firearm possession prohibition in accordance with 18 U.S.C. § 922?	Yes ◉ No ○

SECTION H - NOTES AND SIGNATURE

33. NAME OF JUDGE (last, first, MI)	34. BRANCH	35. PAYGRADE	36. DATE SIGNED [redacted]
KEANE, STEPHEN, F	Marine Corps	O-6	Nov 18, 2020

37. NOTES

Adobe Acrobat DC

STATEMENT OF TRIAL RESULTS - FINDINGS

SECTION I - LIST OF FINDINGS

CHARGE	ARTICLE	SPECIFICATION	PLEA	FINDING	ORDER OR REGULATION VIOLATED	LIO OR INCHOATE OFFENSE ARTICLE	DIBRS
Charge I	128	Specification 1:	Not Guilty	W/D			128-B-
		Offense description	Battery				
		Withdrawn and Dismissed	Withdrawn and Dismissed Pursuant to Plea Agreement				
		Specification 2:	Guilty	Guilty			128-HF
		Offense description	Aggravated assault with the infliction of substantial bodily harm				
Charge II	129	Specification:	Not Guilty	W/D			129---
		Offense description	Burglary with intent to commit certain offenses				
		Withdrawn and Dismissed	Withdrawn and Dismissed Pursuant to Plea Agreement				

Adobe Acrobat DC

MILITARY JUDGE ALONE SEGMENTED SENTENCE

SECTION J - SENTENCING

CHARGE	SPECIFICATION	CONFINEMENT	CONCURRENT WITH	CONSECUTIVE WITH	FINE
Charge I	Specification 1:	N/A	N/A	N/A	N/A
	Specification 2:	12 months	N/A	N/A	N/A
Charge II	Specification:	N/A	N/A	N/A	N/A

CONVENING AUTHORITY'S ACTIONS

POST-TRIAL ACTION

SECTION A - STAFF JUDGE ADVOCATE REVIEW

1. NAME OF ACCUSED (LAST, FIRST, MI)	2. PAYGRADE/RANK	3. DoD ID NUMBER
Sweezer, Jake T.	E4	[redacted]

4. UNIT OR ORGANIZATION	5. CURRENT ENLISTMENT	6. TERM
3d Bn, 1st MarReg, 1st MarDiv	11-Jul-2016	5 yrs

7. CONVENING AUTHORITY (UNIT/ORGANIZATION)	8. COURT-MARTIAL TYPE	9. COMPOSITION	10. DATE SENTENCE ADJUDGED
1st MarDiv	General	Judge Alone - MJA16	18-Nov-2020

Post-Trial Matters to Consider

11. Has the accused made a request for deferment of reduction in grade?	○ Yes	◉ No
12. Has the accused made a request for deferment of confinement?	○ Yes	◉ No
13. Has the accused made a request for deferment of adjudged forfeitures?	○ Yes	◉ No
14. Has the accused made a request for deferment of automatic forfeitures?	○ Yes	◉ No
15. Has the accused made a request for waiver of automatic forfeitures?	○ Yes	◉ No
16. Has the accused submitted necessary information for transferring forfeitures for benefit of dependents?	○ Yes	◉ No
17. Has the accused submitted matters for convening authority's review?	○ Yes	◉ No
18. Has the victim(s) submitted matters for convening authority's review?	○ Yes	◉ No
19. Has the accused submitted any rebuttal matters?	○ Yes	◉ No
20. Has the military judge made a suspension or clemency recommendation?	○ Yes	◉ No
21. Has the trial counsel made a recommendation to suspend any part of the sentence?	○ Yes	◉ No
22. Did the court-martial sentence the accused to a reprimand issued by the convening authority?	○ Yes	◉ No

23. Summary of Clemency/Deferment Requested by Accused and/or Crime Victim, if applicable.

- SJA consulted with the Convening Authority and explained his clemency authority under Art. 60, UCMJ.

- The Accused waived his right to submit matters pursuant to R.C.M. 1106.

- The victim did not submit any matters pursuant to R.C.M. 1106A.

24. Convening Authority Name/Title	25. SJA Name
Major General R. B. TURNER, JR./Commanding General	Lieutenant Colonel [redacted]

26. SJA signature	27. Date
[redacted]	Dec 14, 2020

SEC. ON B - CONVENING AUTHORITY A .ION

28. Having reviewed all matters submitted by the accused and the victim(s) pursuant to R.C.M. 1106/1106A, and after being advised by the staff judge advocate or legal officer, I take the following action in this case: [If deferring or waiving any punishment, indicate the date the deferment/waiver will end. Attach signed reprimand if applicable. Indicate what action, if any, taken on suspension recommendation(s) or clemency recommendations from the judge.]

The accused/victim did not submit any matters pursuant to R.C.M. 1106/1106A. The sentence is approved as adjudged.

29. Convening authority's written explanation of the reasons for taking action on offenses with mandatory minimum punishments or offenses for which the maximum sentence to confinement that may be adjudged exceeds two years, or offenses where the adjudged sentence includes a punitive discharge (Dismissal, DD, BCD) or confinement for more than six months, or a violation of Art. 120(a) or 120(b) or 120b:

N/A

30. Convening Authority's signature	31. Date
TURNER.ROGER.BLAIR.JR[redacted] Digitally signed by TURNER.ROGER.BLAIR.JR.[redacted] Date: 2020.12.15 17:32:54 -08'00'	Dec 15, 2020

32. Date convening authority action was forwarded to PTPD or Review Shop.

ENTRY OF JUDGMENT

ENTRY OF JUDGMENT

SECTION A - ADMINISTRATIVE

1. NAME OF ACCUSED (LAST, FIRST, MI)	2. PAYGRADE/RANK	3. DoD ID NUMBER
Sweezer, Jake T.	E4	[redacted]

4. UNIT OR ORGANIZATION	5. CURRENT ENLISTMENT	6. TERM
3d Bn, 1st MarReg, 1st MarDiv	11-Jul-2016	5 yrs

7. CONVENING AUTHORITY (UNIT/ORGANIZATION)	8. COURT-MARTIAL TYPE	9. COMPOSITION	10. DATE COURT-MARTIAL ADJOURNED
1st MarDiv	General	Judge Alone - MJA16	18-Nov-2020

SECTION B - ENTRY OF JUDGMENT

****MUST be signed by the Military Judge (or Circuit Military Judge) within 20 days of receipt****

11. **Findings of each charge and specification referred to trial.** [Summary of each charge and specification (include at a minimum the gravamen of the offense), the plea of the accused, the findings or other disposition accounting for any exceptions and substitutions, any modifications made by the convening authority or any post-trial ruling, order, or other determination by the military judge. R.C.M. 1111(b)(1)]

Charge I: Violation of the UCMJ, Article 128
Plea: Guilty Finding: Guilty
Spec 1: Battery
Plea: Not Guilty Finding: Withdrawn/Dismissed*
Spec 2: Aggravated assault with the infliction of substantial bodily harm
Plea: Guilty Finding: Guilty

Charge II: Violation of the UCMJ, Article 129
Plea: Not Guilty Finding: Withdrawn/Dismissed*
Spec: Burglary with intent to commit certain offenses
Plea: Not Guilty Finding: Withdrawn/Dismissed*

*After announcement of sentence by the Military Judge, the withdrawn language, charge, and specifications, will be dismissed by the Convening Authority without prejudice, to ripen into prejudice upon completion of appellate review in which the findings and sentence have been upheld.

12. **Sentence to be Entered.** Account for any modifications made by reason of any post-trial action by the convening authority (including any action taken based on a suspension recommendation), confinement credit, or any post-trial rule, order, or other determination by the military judge. R.C.M. 1111(b)(2). If the sentence was determined by a military judge, ensure confinement and fines are segmented as well as if a sentence shall run concurrently or consecutively.

Military Judge (segmented sentencing) adjudged the following sentence:
- Bad conduct discharge, total forfeitures, reduction in rank to E-1, and 12 months of confinement to run as follows:
  Charge I: Violation of the UCMJ, Article 128
    Spec 2: 12 months confinement
  Total confinement time is 12 months.

Plea Agreement:
- Punitive Discharge: The maximum discharge to be adjudged is a bad conduct discharge.
- Confinement for Charge I, Specification 2 will run as follows: minimum 12 months and a maximum of 14 months. Total confinement time will run between 12 months and 14 months.
- Adjudged Forfeitures: Forfeitures may be adjudged.
- Automatic Forfeitures: Automatic forfeitures will not be deferred or waived.
- Reduction: The maximum reduction in grade that may be imposed is reduction to Private (E-1).

Convening Authority:
- The sentence is approved as adjudged.

The accused will be credited with having served 141 days of confinement.

13. **Deferment and Waiver.** Include the nature of the request, the CA's Action, the effective date of the deferment, and date the deferment ended. For waivers, include the effective date and the length of the waiver. RCM 1111(b)(3)

N/A

14. Action convening authority took on any suspension recommendation from the military judge:

N/A

15. Judge's signature:	16. Date judgment entered:
KEANE.STEPHEN.FRANCIS[redacted] Digitally signed by KEANE.STEPHEN.FRANCIS[redacted] Date: 2021.01.19 15:47:34 -08'00'	Jan 19, 2021

17. In accordance with RCM 1111(c)(1), the military judge who entered a judgment may modify the judgment to correct computational or clerical errors within 14 days after the judgment was initially entered. Include any modifications here and resign the Entry of Judgment.

18. Judge's signature:	19. Date judgment entered:

APPELLATE INFORMATION

This opinion is subject to administrative correction before final disposition.

United States Navy-Marine Corps Court of Criminal Appeals

Before
STEPHENS, FOIL, and DEERWESTER
Appellate Military Judges

UNITED STATES
Appellee

v.

Jake T. SWEEZER
Corporal (E-4), U.S. Marine Corps
Appellant

No. 202100029

Decided: 23 June 2021

Appeal from the United States Navy-Marine Corps Trial Judiciary

Military Judge:
Stephen F. Keane

Sentence adjudged 18 November 2020 by a general court-martial convened at Marine Corps Base Camp Pendleton, California, consisting of a military judge sitting alone. Sentence in the Entry of Judgment: reduction to E-1, confinement for 12 months, forfeiture all pay and allowances, and a bad-conduct discharge.

For Appellant:
Captain Kimberly D. Hinson, JAGC, USN

For Appellee:
Brian K. Keller, Esq.

This opinion does not serve as binding precedent under NMCCA Rule of Appellate Procedure 30.2(a).

PER CURIAM:

After careful consideration of the record, submitted without assignment of error, we have determined that the findings and sentence are correct in law and fact and that no error materially prejudicial to Appellant's substantial rights occurred. Articles 59 & 66, Uniform Code of Military Justice, 10 U.S.C. §§ 859, 866.

The findings and sentence are **AFFIRMED**.

FOR THE COURT:

[redacted]

Clerk of Court

REMAND

THERE WERE NO REMANDS

NOTICE OF COMPLETION OF APPELLATE REVIEW

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

May 15, 2026

Mr. Jake Taylor Sweezer
821 Sw 20th St
Fort Lauderdale, Florida 33315

RE: Application No. 55698, Entity 14803598
1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo

Dear Mr. Sweezer:

Your application for an occupational license with the Office of Operations has been received. The item(s) checked below are either missing or require correction before the processing of your application can be completed:

- Application is incomplete: Please correct the highlighted section(s). It appears that you have made errors and/or omissions on page 2 of the application. If you have ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges, you must list the offenses in the Background Information section and provide court disposition records. Please initial and date any changes made to your application.

  You must list the information on your application for the following charges:
  - Quantico, Virginia Arrest(s) – 06/30/2020

To expedite the processing of your application, please include this letter as well as any supporting documents and/or court disposition records that you may have.

If you fail to provide the Florida Gaming Control Commission with a complete application by 09/11/2026, your application shall lapse and no longer be processed by the Florida Gaming Control Commission. An applicant seeking a license as an initial or renewal applicant following the lapse of their previous license application shall be required to reapply by submitting all materials and fees required for that license in Florida Gaming Control Commission Rule. Please note that your Temporary License will expire on: 08/03/2026.

Return the missing document and/or information to the address provided above, attention Office of Operations. If you have any questions, please call 850.794.8130.

Thank you,

KL Operations Analyst II

AMENDED DOCUMENT Initials KL

Applicant Sweezer, Jake Taylor

Entity # 14803598

File # 14659 App# 55698

JTS 6/12/26

BACKGROUND INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

☐ Yes ☒ No	Have you ever been convicted of, or had adjudication of guilt withheld for, a felony or misdemeanor involving forgery, larceny, extortion, or conspiracy to defraud, or filing false reports to government agency, racing or gaming commission or authority, in this state or any other state, or under the laws of the United States?
☐ Yes ☒ No	Have you ever been convicted of or had adjudication withheld for any crime, or pled guilty or nolo contendere to any criminal charges against you? If yes, the court disposition records for all convictions must be submitted with this application and you must list the details in the section provided below.

Date of Disposition	County	State	Offense	Misdemeanor or Felony?	Sentence
6/30/2020	Quantico	VA	ASSAult	Felony	1 yr

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Sign Here

☐ Yes ☒ No	Do you currently work for, own or have a financial interest in a slot machine management company, slot machine manufacturer or distributor, or a business that sells slot machine related products, services, or goods to a slot machine licensee?
☐ Yes ☒ No	Do you currently own or have a financial interest in a Florida licensed slot machine facility or in any business owned by a Florida licensed slot machine facility?

ADDITIONAL INFORMATION

RECEIVED JUN 12 2026 By

a. Plead as follows:

Charges and Specifications	Plea	Max Punishment Authorized by UCMJ
Charge I (UCMJ Article 128)	**GUILTY**	
Specification 1: In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Training Center 29 Palms, California, on or about 29 June 2020, unlawfully strike the face of and throw the body of Private First Class [redacted] U.S. Marine Corps, to the ground with his hands.	NOT GUILTY	Bad Conduct Discharge, confinement for 6 months, total forfeitures, reduction to E-1.
Specification 2: In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Combat Center 29 Palms, California, on or about 29 June 2020, commit an assault upon Private First [redacted] U.S. Marine Corps, by: striking Private First Class [redacted]s face with his hand, and did thereby inflict substantial bodily harm upon Private First Class N.A.Z. to wit: severe bruising and swelling of the face.	**GUILTY**	Dishonorable discharge, confinement for 3 years, total forfeitures, reduction to E-1.
Charge II (UCMJ Article 129)	**NOT GUILTY**	
Specification: In that Corporal Jake T. Sweezer, U.S. Marine Corps, while on active duty, did, at or near Marine Corps Air Ground Training Center 29 Palms, California, on or about 29 June 2020, unlawfully break and enter the structure of Private First Class N[redacted] U.S. Marine Corps, to wit: a case band structure, with the intent to commit an offense under the Uniform Code of Military Justice therein, to wit: Article 121, Larceny.	NOT GUILTY	Dishonorable discharge, confinement for 10 years, total forfeitures, reduction to E-1.

b. I agree to elect trial and sentencing by military judge alone, and I waive my right to a trial by members, including enlisted members.

c. I agree not to request in presentencing, at government expense, the presence of any witness located outside of Camp Pendleton, California. This provision does not interfere with my ability to present an effective case in extenuation and mitigation. If I have further material to present, I intend to use alternative means to present this material. The government specifically agrees not to object to the admission into evidence of written statements in extenuation and mitigation from witnesses. The government and I also agree to not object to the

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JUN 12 2026
By

12. **Sentence to be Entered.** Account for any modifications made by reason of any post-trial action by the convening authority (including any action taken based on a suspension recommendation), confinement credit, or any post-trial rule, order, or other determination by the military judge. R.C.M. 1111(b)(2). If the sentence was determined by a military judge, ensure confinement and fines are segmented as well as if a sentence shall run concurrently or consecutively.

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N/A

14. Action convening authority took on any suspension recommendation from the military judge:

N/A

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JUN 12 2026
By

Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **kleger**

VR Home > **Complaint Search**

Search Criteria | Results

Complaint

Board

Complaint #

Lic Type

Reference

Case Type

Status

Assigned To

Incident From

Incident To

Key Phrase in Summary

Find
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Respondent

Fed Tax #

Street #

File #

Street

License #

City

Entity #

Postal/Zip

Key Name SWEEZER, JAKE TAYLOR%

State

County

Complainant Key Name

Involved Party Key Name

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Domain **10 - Division of Pari-Mutuel Wagering**

Logged in as: **kleger**

VR Home > **Complaint Search**

Search Criteria | Results

Complaint

Board

Complaint #

Lic Type

Reference

Case Type

Status

Assigned To

Incident From

Incident To

Key Phrase in Summary

Find
New
Clear
Back

Respondent

Fed Tax # [redacted]

Street #

File # 14659

Street

License # 14803598

City

Entity # 14803598

Postal/Zip

Key Name

State

County

Complainant Key Name

Involved Party Key Name

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JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

May 15, 2026

Mr. Jake Taylor Sweezer
821 Sw 20th St
Fort Lauderdale, Florida 33315

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Dear Mr. Sweezer:

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  You must list the information on your application for the following charges:
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To expedite the processing of your application, please include this letter as well as any supporting documents and/or court disposition records that you may have.

If you fail to provide the Florida Gaming Control Commission with a complete application by 09/11/2026, your application shall lapse and no longer be processed by the Florida Gaming Control Commission. An applicant seeking a license as an initial or renewal applicant following the lapse of their previous license application shall be required to reapply by submitting all materials and fees required for that license in Florida Gaming Control Commission Rule. Please note that your Temporary License will expire on: 08/03/2026.

Return the missing document and/or information to the address provided above, attention Office of Operations. If you have any questions, please call 850.794.8130.

Thank you,

KL Operations Analyst II

9. Discussion of Final Orders pursuant to request from respondent

MEMORANDUM

To:	The Florida Gaming Control Commission
From:	Division of Pari-Mutuel Wagering
Through:	Carmine Pisano, Senior Attorney
Re:	FGCC v. June Muwel Tug
Case No.	2025-071944 Default Final Order
Date:	July 22, 2026

Executive Summary

The Division of Pari-Mutuel Wagering ("the Division") filed an Administrative Complaint on June 23, 2026, seeking the permanent exclusion of June Muwel Tug ("Respondent") from all pari-mutuel and slot machine facilities in the state of Florida. On July 21, 2026, Respondent filed an Election of Rights indicating that a final order should be entered imposing a penalty in this case. Therefore, the Division requests that the Florida Gaming Control Commission enter a final order permanently excluding Respondent from all pari-mutuel and slot machine facilities in the state of Florida.

Relevant Facts

On July 1, 2025, Respondent was terminated from her employment at Calder Race Course, Inc. d/b/a Calder Casino & Race Course and/or Calder Casino.[1] On August 21, 2025, Respondent was permanently excluded from Calder Casino.[2]

Based on Respondent's exclusion from Calder Casino, the Division filed an administrative complaint on June 23, 2026, seeking her exclusion from all pari-mutuel facilities and slot machine facilities in the state of Florida. On July 21, 2026, Respondent returned an election of rights form. Respondent did not dispute the allegations contained within the administrative complaint, waived her right to any form of hearing, and requested that the Commission enter a final order imposing a penalty and fine.

Analysis

[1] Calder Race Course, Inc. d/b/a Calder Casino & Race Course and/or Calder Casino is operated by a permitholder authorized to conduct pari-mutuel wagering, slot facilities, and cardroom operations in the state of Florida.
[2] Pari-mutuel permitholders and slot machine licensees have the right to exclude patrons. §§ 550.0251(6); 551.112, Fla. Stat.

Florida law allows for the exclusion of Respondent from all pari-mutuel and slot machine facilities in the state.

Section 550.0251(6), Florida Statutes, provides that "[t]he commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state […]"

Further, section 551.112 provides that "[t]he commission may exclude from any facility of a slot machine licensee any person who has been ejected from a facility of a slot machine licensee in this state […]"

Therefore, Respondent's exclusion from Calder Casino, a pari-mutuel and slot machine facility in this state, subjects her to permanent exclusion from all pari-mutuel and slot machine facilities in this state.

Staff Recommendation: The Commission should enter a final order permanently excluding the Respondent, June Muwel Tug, from all pari-mutuel and slot machine facilities in the state of Florida.

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: 7/21/2026
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. TUG, JUNE MUWEL **CASE NO.: 2025-071944**

ELECTION OF RIGHTS

Please read the Administrative Complaint before choosing one of the three options. The Election of Rights is a **legally binding** document. Consult an attorney if you do not understand your options.

You can only select **ONE** of the options numbered one (1), two (2), and three (3) on the Election of Rights form. You must sign the form.

A completed Election of Rights **must be returned to the Clerk of the Commission within 21 days, by 5:00 p.m., Eastern Time, of the day you receive the attached Administrative Complaint.**

If your Election of Rights form or request for hearing is not filed with the Clerk of the Commission within 21 days of the day you received the Administrative Complaint, you will have waived your right to contest the proposed agency action and a Final Order will be issued imposing the proposed agency action set forth in the Administrative Complaint.

Please use this form unless you, your attorney, or your representative prefer to reply according to chapter 120, Florida Statutes, and chapter 28.106 of the Florida Administrative Code.

Please return your Election of Rights form to this address:

Florida Gaming Control Commission
Attention: Clerk of the Commission
4070 Esplanade Way, Suite 250, Tallahassee, FL 32399
Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☑ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

June Tug	
PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
121 NW 187th Ave	
Street Address	Street Address (where service shall be made)
Pembroke Pines FL 33029	
City State Zip	City State Zip
(706)684-6962	
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
Aloha2June@aol.com	
E-mail	E-mail
June Tug	
SIGNATURE	SIGNATURE

YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES

June Tug
121 NW 187th Ave
Pembroke Pines, FL 33029

TACOMA WA 983
OLYMPIA WA
9 JUL 2026 PM 3 L

Freedom 250

USPS

RECEIVED
JUL 21 2026
FCOR

Justin Hundersmarck
4070 Esplanade Way, Suite 250
Tallahassee, FL 32399

32399-703370

FILED
FLORIDA GAMING CONTROL COMMISSION
Date: **6/23/2026**
File Number: _____
BY: MELBA L. APELLANIZ
CLERK OF THE COMMISSION

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF PARI-MUTUEL WAGERING,

Petitioner,

v.

FGCC Case No.: 2025-071944

JUNE MUWEL TUG,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

The Florida Gaming Control Commission, Division of Pari-Mutuel Wagering ("Petitioner"), files this Administrative Complaint against June Muwel Tug ("Respondent"), and alleges:

1. Petitioner is the state agency charged with regulating pari-mutuel, slot machine, and cardroom operations pursuant to chapters 550, 551, and 849, Florida Statutes.

2. At all times material hereto, Respondent held a slot machine/cardroom/pari-mutuel individual combination occupational license, number 1428750, issued pursuant to section 551.107(2)(b), Florida Statutes.

3. At all times material hereto, Calder Race Course, Inc. d/b/a Calder Casino & Race Course and/or Calder Casino ("Calder Casino") as a facility operated by a permitholder authorized by the Commission to conduct pari-mutuel wagering, cardroom operations, and slot operations in the state of Florida.

4. On or about July 1, 2025, Respondent was terminated from her employment as Surveillance Operator at Calder Casino.

5. On or about August 21, 2025, Respondent was ejected from Calder Casino.

6. Section 550.0251(6), Florida Statutes, provides in relevant part:

> In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the commission may exclude any person from any and all pari-mutuel facilities in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. <u>The commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state</u> or who has been excluded from any pari-mutuel facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over pari-mutuel facilities in such other state.

(Emphasis supplied).

7. Section 551.112, Florida Statutes, provides:

> In addition to the power to exclude certain persons from any facility of a slot machine licensee in this state, the commission may exclude any person from any facility of a slot machine licensee in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. <u>The commission may exclude from any facility of a slot machine licensee any person who has been ejected from a facility of a slot machine licensee in this state</u> or who has been excluded from any facility of a slot machine licensee or gaming facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over the gaming in such other state. This section does not abrogate the common law right of a slot machine licensee to exclude a patron absolutely in this state.

(Emphasis supplied).

8. Based on the foregoing, Respondent is subject to exclusion from all licensed pari-mutuel wagering facilities and any facility of a slot machine licensee in the state of Florida under sections 550.0251(6) and 551.112, Florida Statutes, based on her ejection from Calder Casino on or about August 21, 2025.

WHEREFORE, Petitioner respectfully requests the Florida Gaming Control Commission enter an Order excluding Respondent from all licensed pari-mutuel wagering facilities and any facility of a slot machine licensee in the state of Florida, in accordance with sections 550.0251(6) and 551.112, along with any other remedy provided by chapters 550 and 551, Florida Statutes, and/or the rules promulgated thereunder.

This Administrative Complaint for FGCC Case Number 2025-071944 is signed on June 22, 2026.

/s/ Justin Hundersmarck

Justin Hundersmarck
Senior Attorney
Florida Bar number: 1039038
Florida Gaming Control Commission
Office of the General Counsel
Division of Pari-Mutuel Wagering
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
Phone: (850) 794-8063
Fax: +1 850-536-8712
Primary: Justin.Hundersmarck@flgaming.gov
Secondary: Ebonie.Lanier@flgaming.gov

NOTICE OF RIGHTS TO REQUEST A HEARING

Pursuant to sections 120.569 and 120.57, Florida Statutes, you have the right to request a hearing to challenge the charges contained in this Administrative Complaint. If you choose to request a hearing, you will have the right to be represented by counsel, or other qualified representative, to present evidence and argument, to call and cross-examine witnesses, and to have subpoenas and subpoenas duces tecum issued on your behalf.

Any request for an administrative proceeding to challenge or contest the charges contained in this Administrative Complaint must conform to rule 28-106.2015, Florida Administrative Code. Pursuant to rule 28-106.111, Florida Administrative Code, you must request a hearing within 21 days from receipt of this Notice, or you will waive your right to request a hearing.

Mediation under section 120.573, Florida Statutes, is not available to resolve this Administrative Complaint.

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

FGCC v. TUG, JUNE MUWEL **CASE NO.: 2025-071944**

ELECTION OF RIGHTS

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Florida Gaming Control Commission
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Telephone: (850) 794-8067 Fax: (850) 536-8712
Email: clerk@flgaming.gov

PLEASE CHECK ONLY ONE OF THE THREE OPTIONS.

Option One (1) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and wish to be heard at an informal proceeding pursuant to section 120.57(2), Florida Statutes, where I may submit testimony and written evidence to the Commission to show that the proposed agency action is too severe or that the sanction should be reduced.

Option Two (2) ☐ **I do dispute the allegations** of material fact in the Administrative Complaint and I request a formal hearing pursuant to Section 120.57(1) before an Administrative Law Judge of the Division of Administrative Hearings ("DOAH"). **I specifically dispute the following facts in the Administrative Complaint** (attach extra pages or write on the back if needed):

_____

_____

_____

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION

<u>In addition to the above election for formal hearing, check the box below if you wish to enter into settlement negotiations and waive the 15-day requirement for this matter to be referred to DOAH</u>:

☐ Section 120.569(2)(a), Florida Statutes, requires the Commission to send this case to DOAH for a formal hearing within 15 days after receiving your Election of Rights. I am interested in settling this case and waive the 15-day requirement.

Option Three (3) ☐ **I do not dispute the allegations** of material fact in the Administrative Complaint and **waive my right** to object and to have a hearing. I understand that by giving up the right to object and have a hearing, a Final Order will be issued that adopts the allegations of fact and conclusions of law alleged in the Administrative Complaint and imposes the Commission action set forth in the Administrative Complaint.

THIS IS A **LEGALLY BINDING DOCUMENT**. SEEK LEGAL ADVICE BEFORE SIGNING IF YOU DO NOT FULLY UNDERSTAND THE TERMS.

PRINTED NAME	ATTORNEY OR QUALIFIED REPRESENTATIVE
Street Address	Street Address (where service shall be made)
City State Zip	City State Zip
Telephone Number Facsimile Number (if any)	Telephone Number Facsimile Number (if any)
E-mail	E-mail
SIGNATURE	SIGNATURE

<u>YOU MUST LET THE COMMISSION KNOW IF YOUR E-MAIL OR MAILING ADDRESS CHANGES</u>

June 22, 2026

June Muwel Tug
121 Northwest 187th Avenue
Pembroke Pines, FL 33029

Case No.: **2025-071944**
Subject: **SERVICE OF ADMINISTRATIVE COMPLAINT**

Dear June Muwel Tug:

This is to inform you that probable cause has been found to believe that you violated certain provisions of the Florida Statutes. The Administrative Complaint enclosed with this letter contains the formal charges filed against you along with an Election of Rights Form. Receipt of these documents constitutes legal service upon you. The options available to you under Florida law are as follows:

(a) Dispute the material facts alleged and request a hearing before an administrative law judge with the Division of Administrative Hearings

(b) Choose not to dispute the material facts alleged, and request a hearing before the Commission, who will only hear evidence regarding the conclusions of law and the penalty for violations; or

(c) Waive your right to either type of hearing and put yourself completely at the Commission's discretion.

Please be advised that, pursuant to section 120.573, Florida Statutes, mediation is not available for this type of agency action. You must respond by selecting one of the options on the enclosed Election of Rights Form. The executed Election of Rights form **must be received in this office within 21 days of your receipt of this letter.** Failure to respond within the 21-day period constitutes a waiver of the rights outlined above, and the Commission shall proceed against you by default. Prior oral or written submissions to the Commission regarding this matter **will not** be considered responsive to this Administrative Complaint. Regardless of your prior communication(s) with the Commission, it is required that you respond to the Administrative Complaint by selecting one of the options on the enclosed Election of Rights Form.

Sincerely,

/s/ Justin Hundersmarck

Justin Hundersmarck
Senior Attorney
(850) 794-8063

Enclosures: Administrative Complaint and Election of Rights Form

USPS Tracking®

FAQs >

Remove ✕

Tracking Number:

9589071052702716247387

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 4:27 pm on July 21, 2026 in HOLLYWOOD, FL 33029.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

HOLLYWOOD, FL 33029
July 21, 2026 4:27 PM

Notice Left (No Authorized Recipient Available)

HOLLYWOOD, FL 33029
July 21, 2026 4:25 PM

Unclaimed/Being Returned to Sender

HOLLYWOOD, FL 33029
July 14, 2026 6:39 PM

Reminder to Schedule Redelivery of your item

July 4, 2026

Notice Left (No Authorized Recipient Available)

HOLLYWOOD, FL 33029

June 29, 2026 5:24 PM

Arrived at USPS Facility
OPA LOCKA FL DISTRIBUTION CENTER
June 28, 2026 12:42 PM

Arrived at USPS Facility
JACKSONVILLE FL DISTRIBUTION CENTER
June 26, 2026 8:11 PM

Departed Post Office
TALLAHASSEE, FL 32311
June 25, 2026 6:00 PM

USPS picked up item
TALLAHASSEE, FL 32311
June 25, 2026 1:52 PM

Hide Tracking History

What Do USPS Tracking Statuses Mean?

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage

6.24.2026

Postmark Here

Tug, June Muwel
121 Northwest 187th Avenue
Pembroke Pines, Fl 33029
Ac-2025-071944-Ogc

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

FAQ | Help | Sign Out

VR Home | Inbox | Entity | Application | License | Cash | Exam | Inspection | Enforcement | Report

Complaint Search | Change Recording License Type | Delete Complaint | Mass Activity Update | Mass Discipline Update | Mass Status Update | Public Case Info

Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **jhodge**

VR Home > Complaint Search > **Maintain Complaint**

Lic Type	**1055 - Slot Machine/Cardroom/Pari-Mutuel Individual Combination**	Status	**90 Closed**	Status Date	**10/19/2025**
Complaint #	**2025071944**	Case Type	**CMP - Complaint**	Disposition	Disposition Date
Docket#		Respondent	**TUG, JUNE MUWEL**	Responsible	**bjones - JONES, BRADFORD**

Private Case

Complaint | Respondent | Complainant | Addt'l Info

Source	**INTN - Internal**	Security Level	**1**
Form	**INTR - Internal**	Priority	
Class'n	**OTHR - Other**	Complexity	**R - Regular**
Security	**STND - Standard**	Incident	**08/18/2025**
Region	**SR - Southern Region**	Received	**10/02/2025**
Reference	**550.0251(6)**		
Entered	**10/02/2025**	Entered By	**jhodge**
Summary	**285 - CALDER RACE COURSE, INC - 550.0251(6) Powers and duties of the Florida Gaming Control Commission - On Monday, August 18, 2025, Calder Casino and Race Course became aware of a video published on social media platform Snapchat by former Surveillance Operator June TUG. TUG's video contained vulgar, accusatory, and potentially threatening remarks directed toward current Calder Casino security personnel. Due to the content of the video, Ms. June TUG was permanently excluded from Calder Casino and Race Course.**		
Updated	**10/20/2025 12:12:49**	By	**jhodge**

Parties | Activities | Allegations | Discipline | Violations | Compliance | Related | Disposition | Inspection | Costs | Time Tracking | Auto Assign | Attachments | History | Work Notes | Print Report

Change | Save | OK | Cancel | Back

Get Adobe Reader.

Florida Gaming Control Commission

Division of Pari-Mutuel Wagering
Office of Investigations
1400 West Commercial Boulevard, Suite 165
Ft. Lauderdale, Florida 33309
Phone: 754.288.1055 • Fax: 754.315.8380

Joe Dillmore, Executive Director

Ron DeSantis, Governor

OFFICE OF INVESTIGATIONS

INVESTIGATIVE REPORT

Office: **PMW**	Region: **SOUTHERN**	Date of Complaint: **August 18, 2025**	Case Number: **2025 07 1944**

Respondent:	Complainant:
TUG, JUNE MUWEL **121 NW 187TH AVENUE** **PEMBROK PINES, FLORIDA 33029**	**DIVISION OF PARI-MUTUEL WAGERING** **OFFICE OF INVESTIGATIONS** **1400 W. COMMERCIAL BLVD. SUITE 165** **FT. LAUDERDALE, FLORIDA 33309**

License # and Type:	**Profession:**	**Report Date:**
14218750 /1055	**SURVEILLANCE OPERATOR**	**October 16, 2025**

Period of Investigation:	**Type of Report:**
August 22, 2025 - October 16, 2025	**FINAL**

Alleged Violation(s): F.S.S. 550.0251 Powers and duties of the Florida Gaming Control Commission
(6) In addition to the power to exclude certain persons from any pari-mutuel facility in this state, the commission may exclude any person from any and all pari-mutuel facilities in this state for conduct that would constitute, if the person were a licensee, a violation of this chapter or the rules of the commission. The commission may exclude from any pari-mutuel facility within this state any person who has been ejected from a pari-mutuel facility in this state or who has been excluded from any pari-mutuel facility in another state by the governmental department, agency, commission, or authority exercising regulatory jurisdiction over pari-mutuel facilities in such other state.

Synopsis: On Monday, August 18, 2025, Calder Casino and Race Course became aware of a video published on a social media platform (Snapchat) by former Surveillance Operator June **TUG**. **TUG's** video contained vulgar, accusatory, and potentially threatening remarks directed toward current Calder Casino Security personnel. Due to the content of the video, Ms. June **TUG** was permanently excluded from Calder Casino and Race Course.

Related Case(s):

Investigations Specialist II / Date	Investigation Manager / Date:
Traci Sloan / October 16, 2025	Tyrell D. Smith / October 17, 2025

Chief of Investigations / Date

Bradford D. Jones / October 19, 2025

CONTINUATION

On August 22, 2025, this Investigator requested the Incident Reports and video footage surrounding the exclusion of former Calder Surveillance Operator June **TUG**. Compliance Officer Iliana Velazquez provided Security Report #23686-2025-09-20 and Surveillance Report #2025-08-23683. The following are the results of my investigation **(Exhibits #1-2).**

On June 27, 2025, the Calder Human Resources Department was made aware of the derogatory posts on Ms. June **TUG's** public Instagram account (junieb0223) referring to casino employees as "bitch" and "whore" as well as exposing internal procedures relating to the drop and count team members. As a result of the facility's investigation, a relationship between Surveillance Operator June **TUG** and Security Officer Mathew Chen was discovered **(Exhibit #3 Pages 15-16.)**

On July 1, 2025, June **TUG** and her partner Mathew Chen were terminated for violating the Calder Race Course Workplace Relationship Policy. **TUG** acknowledged the policy with her signature dated January 24, 2025. She stated that she intentionally did not disclose her relationship because she really wanted the job **(Exhibit #3 Pages - 17-19, 27-35).**

On August 18, 2025, former Surveillance Operator June **TUG** posted a video on the social media platform Snapchat that included vulgar and potentially threatening language directed at current Calder Casino Security personnel.

On September 17, 2025, Calder Director of Security, Jean Lara texted this Investigator a copy of the video as well as the names of the employees that were referenced in the video. The video featured Ms. **TUG** making explicit references to specific members of the Security Team, whom she blamed for the termination of both her and her partner, former Security Officer Matt Chen. The nature of the remarks in the video were considered aggressive, targeted, and unprofessional, raising concerns about the safety and well-being of the following current Calder team members:

Daryl Blackman - Day shift Officer
Daryl's mom, Zester Liptrot, day shift Officer.
Kristen Charleus, Overnight Officer.
Bravo 6, Jason Duncan - Security Night Shift Manager
Bravo 7, Vladimir Morency, Security Night Shift Supervisor.
Melissa Brooks, Manager she referred to as crying in her office.

In summary **TUG** begins the video by showing the hood of a red vehicle. She refers to Daryl Blackman as an "Ugly ass dog nigger." She then insults his mother Zester Liptrot. She blames Daryl for getting Matt Chen in trouble because she told the truth about Kristen Charleus who [allegedly] sits in Dispatch all night not working and "Fucking those ugly ass niggers," referring to Jason Duncan and Vladimir Morency. **TUG** reaffirmed that she said what she said and asked, "What are you going to do about it, go to HR?" while also claiming (with unclear meaning) that Melissa Brooks was crying in her office because she didn't mean to say anything. **TUG** further states that her sister's vehicle had been spray painted. She says that she doesn't care if someone comes after her but don't go after her man, her mom, or her sister. **TUG** expresses the hope that "karma gets" whoever damaged her sister's car. **TUG** also expresses her wish that whoever did it (the spray painting) "<u>that something bad happens to them or their family."</u> She added that if a person ever come near her sister's vehicle or her family again, they're going to <u>"Fuck around and find out."</u> The entire video is peppered with expletives **(Exhibit #5).**

CONTINUATION

Conclusion: On July 1, 2025, Ms. June **TUG** was terminated from her position at Calder Race Course for violating the Relationship Policy. On August 18, 2025, Calder Race Course became aware of a video featuring **TUG** exhibiting her anger towards team members that she credits for her termination. Due to the threatening tone and the direct accusations made in the video, Calder Casino has made the decision to issue a lifetime exclusion to Ms. June **TUG**, effective August 21, 2025 **(Exhibit #3 - Page 37).** Due to the nature of her conduct Ms. June **TUG** should be considered for license revocation and state-wide exclusion.

Case Status: Case Closed by Investigations and submitted to Legal for review.

CONTINUATION

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5. VIDEOS …..……..……..…….…… 1-2

IM - Incident Detail Report

INC-23683 **SURV 23683 | 2025-08-19 | Non Criminal / Informational Report |**

Calder Casino
21001 NW 27th Avenue.
Miami Gardens, Florida United States
33056

Incident Details Report

Incident Name	SURV 23683 | 2025-08-19 | Non Criminal / Informational Report |
Incident Type	Non Criminal / Informational Report
Reported Date	August 19, 2025 10:06 am

(1. a.) INCIDENT SUMMARY

Primary Incident Type	Incident Severity	Net Loss
Non Criminal / Informational Report	Low	0

Description

Created on: 08192025 Observation: On August 18, 2025, I was advised by Surveillance Operator Humberto Machin about a video that was posted on the Website Snapchat from the team member Jun Tug who was terminated. The video contained negative and defamatory comments about Calder casino employees.

Location

Observed Date/Time	**Incident Reported DateTime** August 19, 2025 10:06 am	**Incident Start DateTime** August 18, 2025 7:00 am	**Incident End DateTime**
Reported By	**Responding Person(s)**	**Incident Owner** Leonides Martinez	**Incident Supervisor**
Incident Flags	**Fiscal Year**	**Additional Responses**	**Police File Number**
Flag Notes	**Additional Incident Types**		

(1. b.) INCIDENT ANNEXURES - INVOLVEMENTS & RELATED DATA

INVOLVED LOCATIONS

Reported Location

Location Name
Casino \ Back of House \ Office Area

Location

Location Type	Property Name	Asset Status
		Internal
Owner/Lessor	**Organization**	**Business Unit**

Policies

INVOLVED PERSONS

Person of Interest

Involved Person Name	Involvement Flags	Added to Incident
Person of Interest: Jun Tug		August 19, 2025

First Name	Gender	Email 1
Jun		
Last Name	**Date of Birth**	**Phone Number 1**
Tug		

INVOLVED ITEMS

NARRATIVES

Original Narrative

Person

Date & Time
August 18, 2025 7:15 pm

Narrative Owner
Leonides Martinez

Narrative
On August 18, 2025, I was advised by Surveillance Operator Humberto Machin about a video that was posted on the Website Snapchat from the team member Jun Tug who was terminated. The video contained negative and defamatory comments about Calder casino employees.

Attached Narrative

ATTACHMENTS

(2. a.) INVESTIGATION SUMMARY

Outcome Overview

What happened?

How did it happen?

Why did it happen?

What needs to be corrected?

Contributing Factors

Incident Corrective Actions

Closed Date/Time	**Investigation Start Date**	**Investigation Close Date**	**Expiry Date**
Reported to Police	**Reported to Supervisor**	**Requires Investigation** No	**Investigator**
		Investigation Cost $0.00	**Investigation Time Spent (Hours)** 0

(2. b.) INVESTIGATION ANNEXURES - INVESTIGATION DETAILS

CONTRIBUTING FACTORS

CORRECTIVE ACTIONS

INTERVIEWS

EVIDENCE

LOGS

Total Investigation time spent (Hours)	Total Investigation Cost
0	$0.00

ATTACHMENTS (INVESTIGATION & OUTCOME)

IM - Incident Detail Report

INC-23686 **SEC 23686 | 2025-08-20 | Non Criminal / Informational Report |**

Calder Casino
21001 NW 27th Avenue.
Miami Gardens, Florida United States
33056

Incident Details Report

Incident Name	SEC 23686 | 2025-08-20 | Non Criminal / Informational Report |
Incident Type	Non Criminal / Informational Report
Reported Date	August 20, 2025 3:22 pm

CALDER CASINO
BIGGER. BETTER. CALDER.

EXHIBIT 2
PAGE 1

(1. a.) INCIDENT SUMMARY

Primary Incident Type	Incident Severity	Net Loss
Non Criminal / Informational Report	Low	0

Description
Created on: 08202025 Observation: Report and Lifetime ban of former surveillance team member June Tug.

Location

Observed Date/Time	Incident Reported DateTime	Incident Start DateTime	Incident End DateTime
	August 20, 2025 3:22 pm	August 18, 2025 3:20 pm	
Reported By	**Responding Person(s)**	**Incident Owner**	**Incident Supervisor**
		Jean Lara, Favio Munoz	
Incident Flags	**Fiscal Year**	**Additional Responses**	**Police File Number**
Flag Notes	**Additional Incident Types**		

(1. b.) INCIDENT ANNEXURES - INVOLVEMENTS & RELATED DATA

INVOLVED LOCATIONS

Reported Location

INVOLVED PERSONS

Person of Interest

Involved Person Name	Involvement Flags	Added to Incident
Person of Interest: Jun Tug		August 20, 2025

First Name	Gender	Email 1
Jun		
Last Name	**Date of Birth**	**Phone Number 1**
Tug		

INVOLVED ITEMS

NARRATIVES

Original Narrative

Person	Narrative
Date & Time August 20, 2025 3:23 pm	On Monday, August 18, 2025, former surveillance team member June Tug posted a video on the social media platform Snapchat that included vulgar and potentially threatening language directed at current Calder Casino security personnel.

Narrative Owner
Jean Lara

The video, which has a runtime of one minute and forty-two seconds, featured Ms. Tug making explicit references to specific members of the security team, whom she blamed for the termination of both herself and her partner, former security officer Matt Chen. The nature of the remarks in the video was considered aggressive, targeted, and unprofessional, raising concerns about the safety and well-being of current team members.

Due to the threatening tone and the direct accusations made in the video, Calder Casino has made the decision to issue a **lifetime ban** to Ms. June Tug, effective immediately. This action is being taken in alignment with our commitment to maintaining a safe and respectful environment for all staff and guests.

Attached Narrative

ATTACHMENTS

(2. a.) INVESTIGATION SUMMARY

Outcome Overview

What happened?

How did it happen?

Why did it happen?

What needs to be corrected?

Contributing Factors

Incident Corrective Actions

Closed Date/Time	Investigation Start Date	Investigation Close Date	Expiry Date
Reported to Police	Reported to Supervisor	Requires Investigation No	Investigator
		Investigation Cost $0.00	Investigation Time Spent (Hours) 0

(2. b.) INVESTIGATION ANNEXURES - INVESTIGATION DETAILS

CONTRIBUTING FACTORS

CORRECTIVE ACTIONS

INTERVIEWS

EVIDENCE

LOGS

Total Investigation time spent (Hours)	Total Investigation Cost
0	$0.00

ATTACHMENTS (INVESTIGATION & OUTCOME)

Last Updated: **Aug 26, 2025 11:21 AM (America/New_York)**

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HR Termination Checklist

Team Member Name: June Tug **Department:** Surveillance

Position Title: Surveillance Operator

Last Day Worked: 6/27/20253 **Date of Termination: 7/1/2025**

REASON FOR TERMINATION: (CHECK ONE):

Resigned w/notice (resignation letter to HR)	☐	Terminated – Performance	☐
Resigned w/ no notice	☐	Terminated – Attendance	☐
Resigned - No Call No Show (job abandonment)	☐	Terminated – Cause, Gross Misconduct, Theft	☒
Resigned - Lack of Hours/Schedule	☐	Reduction in Force	☐
Season Ended	☐	Deceased	☐

COMMENTS:

Violation of Workplace Relationship Policy and Team Member Conduct and Work Rules

I-9 12/30/27

HR SECTION:

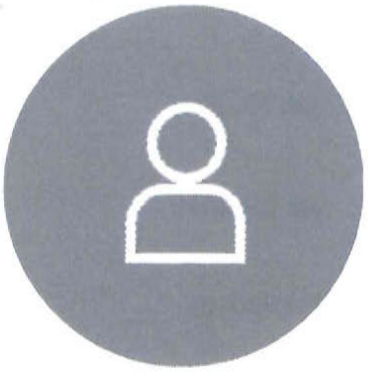
1. ADMINISTRATIVE MATTERS	Completed	2. Vector LMS Casino Essentials	Completed
Approve Termination in UKG from Manager	☒	Verify user Inactivated in LMS	☒
Print the termination form from UKG	☒		☐
Pull Files: Employee, credit/tax, confidential	☐		
File in I-9 in Term Folder→ Update I-9 Retention	☐	**3. PAYROLL INFORMATION**	
Send Exit Guide with Survey	☐	**Notify Payroll (if applicable)**	
Update Chronological Log and Weekly Report	☒	1. PTO payout	☐
Update term log to send to payroll	☒	2. Reimbursement for returned Uniforms	☐
Notify Uniform Department if applicable	N/A	3. ESPP payout	☐
Move TM Photo	☒	4. Severance Pay	☐
Move TM Signature Card	☒	5. Other Pay Entitled to TM	☐
Create Term Folder → File	☒	6. Remove PTO profile from UltiPro after payroll submission (if applicable)	☐

HR Representative - Print Name & Signature

7/1/25
Date of Completion

10/18/2021

EXHIBIT 3
PAGE 1



June Tug

Administrative
Slot Surveillance (40000121), Calder (30000051)

FL Calder (1023)
Local time: Tuesday, 05:36:56 PM

Basic Information
Basic Information

Basic Information

Employee Id	10063127
Business Title	Administrative
Location	FL Calder (1023)

Employment
Employment Details

Employment Details

Most Recent Hire Date	Dec 30, 2024	Is Contingent Worker	No
Original Hire Date	Dec 30, 2024	Years of Service	0
Seniority Start Date	Dec 30, 2024	Previous Termination Date	Jul 01, 2025
Benefits Eligibility Start Date	Dec 30, 2024	Login Method	SSO
Legacy Employee ID	063127		

Termination

Termination Date	Jul 01, 2025	Last Date Worked	Jun 27, 2025
Termination Reason	Term-Policy Violation (TERPOL)	Benefits End Date	Jul 01, 2025
Termination Transaction Date	Jul 01, 2025	Termination Type	Involuntary
OK to Rehire	No	Attachment	–
Payroll End Date	Jul 01, 2025		

Job Information

Job Information

Effective as of: Jul 02, 2025

Employee Status	Terminated	Tipped	–
Country	United States	Is Fulltime Employee	Yes
	Leonides Martinez Manager	Working Weekly Hours	40
Employee Class	Regular	FTE	1
Employment Type	Hourly	Local Union	–
Job Code	Surveillance Operator (70000335)	Benefit Class	Hourly
Business Title	Administrative	Stock Participant Level Tax Code	–
Job Entry Date	Dec 30, 2024	Stock Eligibility	E
Time in Job	0 Years 6 Months 2 Days	Full-Time Waiver	–

Job Level	Individual Contributor	Union Benefits	–
Is Supervisor	No	Employee Status custom	Terminated
Worker's Comp Code	9062	FLSA Status	Nonexempt

Time Information

Leave of Absence Start Date	Jun 27, 2025	Leave Reason	Suspension
Leave of Absence Return Date	–		

EEO Information

EEO Category 1	9. Service Workers

Outlook

TERMINATION

From Paulina Lopez <Paulina.Lopez@caldercasino.com>
Date Tue 7/1/2025 4:04 PM
To Calder_Term/Transfer <Calder_Term/Transfer@kyderby.com>

Team Member: **June Tug**
Job Title: **Surveillance Operator**
Last Day Worked: **6-27-2025**
Badge: **Not Returned**
Uniforms: **N/A**
Key Access: **to be disabled**

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PAULINA LOPEZ, M.S.
Senior Director of Human Resources
21001 NW 27th Avenue | Miami Gardens, FL 33056
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227
Paulina.Lopez@CalderCasino.com

Hourly Team Member Corrective Counseling Form

Team Member Name: June Tug

Team Member Position: Surveillance Operator **Department:** Surveillance

Date of Violation: 6/27/2025 **Corrective Counseling Date:** 7/1/2025

Relevant Policy/Procedure: TM Conduct and Rules & Relationship Policy

Counselled by: Paulina Lopez, Sr. Director of HR

Violation Type:

☐ Attendance ☐ Variance ☑ Performance

Level of Corrective Counselling:

Note: Using the Corrective Counseling method, you will look at the employee's occurrence record over the last 12 months from the date in question. Events beyond the 12-month period will not be considered.

☐ Verbal Warning ☐ Written Warning ☐ Final Warning ☑ Termination

Violation Description

Note: Variance and Attendance violation details may vary (not including place or time of day). Please be thorough in all accounts with that in mind.

Time of Day: _____

Place: _____

Details:

Be specific: Include date, time, place, persons present, etc. in your account.

On June 27, 2025 HR it was discovered that June Tug posted some stories to her public Instagram which mentioned other employees of the casino referring to them as "bitch", "whore", and also other internal procedures such as the drop and the count team. This led to finding also that June is in a relationship with a Security Officer, Matthew Chen. Our Workplace Relationship Policy indicates - "No Team Member who works in Surveillance, Compliance or Human Resources is permitted to be in a familial or dating relationship with any other Team Member." When June signed this policy on 1/24/2025 she did not disclose her relationship, and upon speaking with her about it on 6/27 she stated that she did so on purpose because she really wanted the job. This is not a reason to misrepresent the information or fail to disclose it and violate the policy. In addition our Team Member Conduct and Rules calls for "...Team Members to conduct themselves in a professional manner that will protect the interests and safety of all Team Members and the organization...The following are some examples of infractions against common rules of conduct that may result in corrective action, up to and including termination of employment, but this is not an exhaustive list: Falsification of timekeeping records or any other Company record, Violation of Company policies..." Due to these infractions, June's employment is being terminated.

Attach additional pages if necessary.

CALDER CASINO

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Prior Corrective Counseling on CORRESPONDING Corrective Counseling Type:

Violation Type: [ ] Attendance [ ] Variance [ ] Performance

Date Issued: _____ **Level of Counseling Taken:** _____

Date Issued: _____ **Level of Counseling Taken:** _____

Date Issued: _____ **Level of Counseling Taken:** _____

Date Issued: _____ **Level of Counseling Taken:** _____

Attach any additional occurrences to this document.

Team Member Comments:

Immediate satisfactory improvement must be shown or further corrective counseling action will be taken, including possible suspension or termination.

I have read and received a copy of this form and by signing this, I commit to follow the Company's standards of performance and conduct.

Team Member Signature: conducted over the phone Date: 7/1/25

Manager Signature: Pauline Ropp Date: 7/1/25

Witness: _____ Date: 7/1/25

CALDER CASINO
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Outlook

Re: Report of Concerning Social Media Post

From Melissa Whitehead (CDI) <melissa.whitehead@kyderby.com>
Date Mon 6/30/2025 1:55 PM
To Paulina Lopez <Paulina.Lopez@caldercasino.com>; Susan Rademaker (CDI) <Susan.Rademaker@kyderby.com>
Cc Richard Sukhu <Richard.Sukhu@caldercasino.com>

I am comfortable with terminating Matthew for lying about the relationship and violating the relationship policy. I am comfortable with terminating June for the same reason an in connection with he social media posts. Although Section 7 protects protected concerted activity, the media posts she made do not fall within that. They appear to be her own complaints and, furthermore, compromise the security of the property.

Thanks for looping me in.

Melissa

From: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Sent: Monday, June 30, 2025 1:46 PM
To: Susan Rademaker (CDI) <Susan.Rademaker@kyderby.com>; Melissa Whitehead (CDI) <melissa.whitehead@kyderby.com>
Cc: Richard Sukhu <Richard.Sukhu@caldercasino.com>
Subject: Re: Report of Concerning Social Media Post

Hi Susan/Melissa,

We recommend that Matthew be terminated for lying deliberately on the policy to circumvent the policy. In her posts from Instagram they have been dating since at least December of 2024 - January 2025 there is a post that indicates they had been together for 7 months.

Matt lied to me when asked about why he did not disclose their relationship until I let him know that her account was set as public, only then did he confess.

We expect our security officers to be honest and his actions proved to be the opposite. He intentionally did not disclose it and then lied about.

Thanks,
Paulina

PAULINA LOPEZ, M.S.
Senior Director of Human Resources
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227

From: Susan Rademaker (CDI) <Susan.Rademaker@kyderby.com>
Sent: Monday, June 30, 2025 1:28 PM
To: Paulina Lopez <Paulina.Lopez@caldercasino.com>; Melissa Whitehead (CDI) <melissa.whitehead@kyderby.com>
Cc: Richard Sukhu <Richard.Sukhu@caldercasino.com>
Subject: RE: Report of Concerning Social Media Post

+Melissa
I would term June for violating the workplace relationship policy as a member of Surveillance. If we include the social media posts in the term, I would like to have Melissa take a look as I know the NLRB has guidelines that state employees have a right to voice their concerns about their working conditions. I think these posts go beyond that but would rather Melissa take a look and agree.

Is the recommendation to term Matthew also for violation of workplace relationship? Do we know when they entered into a relationship do we feel he should get the same outcome as her? Or should his be more of a FW?

Susan Rademaker, PHR, SHRM-CP
Sr. Director of Human Resources
Churchill Downs Incorporated

From: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Sent: Monday, June 30, 2025 12:20 PM
To: Susan Rademaker (CDI) <Susan.Rademaker@kyderby.com>
Cc: Richard Sukhu <Richard.Sukhu@caldercasino.com>
Subject: Fw: Report of Concerning Social Media Post

Hi Susan,

We had a situation on Friday last week, and these 2 employees were suspended.

June Tug, Surveillance Operator
Matthew Chen, Security Officer

Both non-union

Details below on what transpired. We are seeking to terminate both employees.

Thank you,
Paulina

PAULINA LOPEZ, M.S.
Senior Director of Human Resources
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227

From: Richard Sukhu <Richard.Sukhu@caldercasino.com>
Sent: Friday, June 27, 2025 5:01 PM
To: Paulina Lopez <Paulina.Lopez@caldercasino.com>; Favio Munoz <Favio.Munoz@caldercasino.com>
Cc: JC Lara <Jean.Lara@caldercasino.com>
Subject: Re: Report of Concerning Social Media Post

Paulina,

I'm in support of terminating both Team Members.

Thanks,
Rich

From: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Sent: Friday, June 27, 2025 4:41:56 PM
To: Richard Sukhu <Richard.Sukhu@caldercasino.com>; Favio Munoz <Favio.Munoz@caldercasino.com>
Cc: JC Lara <Jean.Lara@caldercasino.com>
Subject: Re: Report of Concerning Social Media Post

Hello All,

We have conducted the following interviews and suspensions:

June Tug, **Surveillance Operator** - 6/27/2025 in Favio Muñoz's office at around 1:30pm

Favio Muñoz, Sr. Director of Surveillance, JC Lara, Sr. Director of Safety and Security and Paulina Lopez, Sr. Director of HR

Paulina asked June if she had any issues or concerns with staff or anything she would like to talk about, June stated no that she did not have any issues, asked if anything was wrong, and I gave her a second chance to let us know if she had concerns with other employees. She said no, that she loves the job.
I let her know and showed her the instagram stories she posted had been brought to our attention, and when she saw them she admitted they were not ok, and said she thought her account was private. I informed her it was not.

She said she had been frustrated and apologized for posting them and again said that she thought her account was private. I also then asked her about the relationship policy she filled out and that she left out Matthew Chen, Security Officer but that they were in a relationship per her instagram page. She stated that she did not think that her relationship should be an issue because they work different shifts. She admitted to lying on the form to avoid any issues with the job. I reminded her thwt the policy she signed off on stated that Surveillance is not permitted to be in a relationship.

June asked who informed us, I explained to her that we would not be disclosing that and that we were diappointed in the actions she took by posting those things on social media. She attempted to plea for Matt and asked he not be fired, that if we wanted to fire someone she would take the blame.

I explained to her that we would only discuss her circumstance not Matt's. I also reiterated that the other issue had to do with what she posted on the public social media page about our employees, our count team, and our drop - all internal matters that should not be disclosed. That her job as a surveillance operator required separation of the team, no comingling while on the job, and that they are entrusted with doing their jobs and reporting issues when they come up. We confirmed her suspension and let her know we would call her when either she would be reinstated or terminated.

JC escorted after we gave her all her belongings.

Matther Chen, **Security Officer** - 6/27/2025 in Favio Muñoz's office at around 2:00 pm

Favio Muñoz, Sr. Director of Surveillance, JC Lara, Sr. Director of Safety and Security and Paulina Lopez, Sr. Director of HR

JC informed Matt that we were all there while he was on speaker phone. I explained to him that we had been made aware today that him and June Tug are in a relationship. I asked him if that was true. He said yes.

I asked him if he recalled filling out the relationship policy earlier this year, where he listed his father, but he did not list June. He said yes that he didn't list her because they weren't official at that time. I reminded him that was around February and he said yes they were not official. I let him know that June's Instagram

account was public and asked him again if he wanted to reconsider that response, he paused and then he responded, we are in a relationship.

I asked him why he didn't disclose that on the form. He said he didn't want it to affect their jobs so he knowingly left her out so that they wouldn't have any issues with either one's job. We let him know that due to failure of him disclosing their relationship. We would be putting him in a suspension effective today and that we would call him back once we knew what the next steps would be he understood.

We are prepared to move to the termination request for June Tug.

I think that due to him knowingly misrepresenting informtion on the form and lying, Matt should also be terminated.

Please let me know if you are in support. Would then send to CDI for approval

Thanks,

PAULINA LOPEZ, M.S.
Senior Director of Human Resources
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227

From: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Sent: Friday, June 27, 2025 1:03 PM
To: Richard Sukhu <Richard.Sukhu@caldercasino.com>; Favio Munoz <Favio.Munoz@caldercasino.com>
Cc: JC Lara <Jean.Lara@caldercasino.com>
Subject: Fw: Report of Concerning Social Media Post

Hello,

Below is the concern that has been brought up. We will be placing both team members under suspension. We will be speaking with June this afternoon.

Will maintain this updated as we go. Verified that they did not disclose their relationship in the policy we had them sign off on. June's Instagram is public

[redacted]

PAULINA LOPEZ, M.S.
Senior Director of Human Resources
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227

From: Melissa Brooks <melissa.brooks@caldercasino.com>
Sent: Friday, June 27, 2025 11:40 AM
To: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Subject: RE: Report of Concerning Social Media Post

I do not know her name. She is a surveillance operator with brown hair, wears glasses. I've only seen her a few times so I think she works various shifts. I'm also not sure if these stories are public or only able to be seen by her followers. The security officer who reported this does follow her and knows her thru her boyfriend. I asked who the boyfriend was and they said Matthew Chen which added another layer of concern.

From: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Sent: Friday, June 27, 2025 11:16 AM
To: Melissa Brooks <melissa.brooks@caldercasino.com>
Subject: Re: Report of Concerning Social Media Post

Hi Melissa,

Thank you for bringing this up to my attention.

Definitely concerning and we will dig further. Do we know who posted the stories?

Thank you

PAULINA LOPEZ, M.S.
Senior Director of Human Resources
Office: (305) 625-1311 Ext: 1121
Fax: (305) 625-7227

From: Melissa Brooks <melissa.brooks@caldercasino.com>
Sent: Friday, June 27, 2025 9:46:46 AM
To: Paulina Lopez <Paulina.Lopez@caldercasino.com>
Subject: Report of Concerning Social Media Post

Good Morning, Paulina.

I apologize for starting your Friday with this.

Below are three screenshots of an Instagram story that was brought to my attention upon arriving to work today. The team member who reported this would like to remain anonymous.

There are a few concerns here in addition to the obvious….

- Mentioning drop procedures
- The surveillance operator who made the post is allegedly dating an overnight security team member
- Delta 56 is security officer Jameia King
- Delta 27 is security officer Kristen Charleus

[redacted]

Sent from my iPhone

Copy.

CHURCHILL DOWNS
INCORPORATED

Workplace Relationship Policy

Effective Date

The effective date of this policy revision is October 1, 2023.

Objective

It is our Company's belief that a work environment where Team Members maintain clear boundaries between personal and business interactions is necessary for fair and effective business operations. This policy establishes boundaries regarding how those personal relationships are conducted during working hours and within the working environment. The standards set forth in this policy are intended to prevent a conflict of interest, appearance of favoritism, and opportunities for inappropriate influence.

Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, access to sensitive information, and ability to affect the employment of individuals in subordinate positions.

This policy does not preclude or interfere with the rights of Team Members protected by the National Labor Relations Act or any other applicable statute concerning the employment relationship.

Unacceptable Relationships

As used in this policy, a familial or dating relationship includes individuals identifying as a spouse, registered domestic partner, parent, step-parent, sibling, child or step-child, grandparent, uncle, aunt, niece, nephew, in-law, or co-habitant, or those who are dating or engaged in any form of sexual relationship. These relationships include relationships that existed before employment began, as well as those that may be formed after the state of employment.

- Team Members involved in a familial or dating relationship may not be in the same reporting line.
- Team Members involved in a familial or dating relationship may not perform or verify financial or cash transactions with each other as part of their job functions.
- No Team Member who works in Surveillance, Compliance or Human Resources is permitted to be in a familial or dating relationship with any other Team Member.
- Team Members who hold a Gaming/Racing License are prohibited from being in a familial or dating relationship with an employee of the state's gambling and racing control agencies.
- Team Members who hold a Gaming/Racing License may not fraternize with any employee of the state's gambling and racing control agency.

Procedure

1. Any Team Member that is part of a prohibited relationship as set forth above, must disclose the existence of any familial or dating relationship with another co-worker or with employees of any relevant state's gambling and racing control agency. Disclosure may be made to the individual's immediate supervisor or the HR representative who will review the circumstances to determine whether any conflict of interest exists.

Churchill Downs Incorporated reserves the right to modify this policy at any time.

2. When a conflict of interest or potential risk is identified due to a Team Member's relationship with a co-worker, the individual's immediate supervisor and/or the HR representative will work with the parties involved to consider options for resolving the problem.

    - The initial solution may be to make sure the parties no longer work together on matters where one can influence the other or take action for the other.
    - Team Members who have responsibilities for hiring, terminating, promoting, performance management, compensation decisions, compliance, surveillance, human resources, and oversight of financial transactions are examples of factors that may lead to the reallocation of duties to avoid any actual or perceived reward or disadvantage.
    - In some cases, other measures may be necessary, such as transferring one or both parties to different positions or departments.
    - If one or both parties refuse a reasonable solution, such refusal will be deemed a voluntary resignation.
    - If reallocating the Team Member is not possible, one or both of the individuals involved in the prohibited workplace relationship may be asked to resign.

Where doubts exist as to the specific meaning of the terms used above, Team Members should make judgments based on this policy's overall spirit and intent. Failure to disclose a relationship under these circumstances could result in adverse consequences, up to and including termination.

Any questions or concerns about the administration of this policy should be addressed to Human Resources.

Team Member Name (Print) June Tug

Signature June Tug

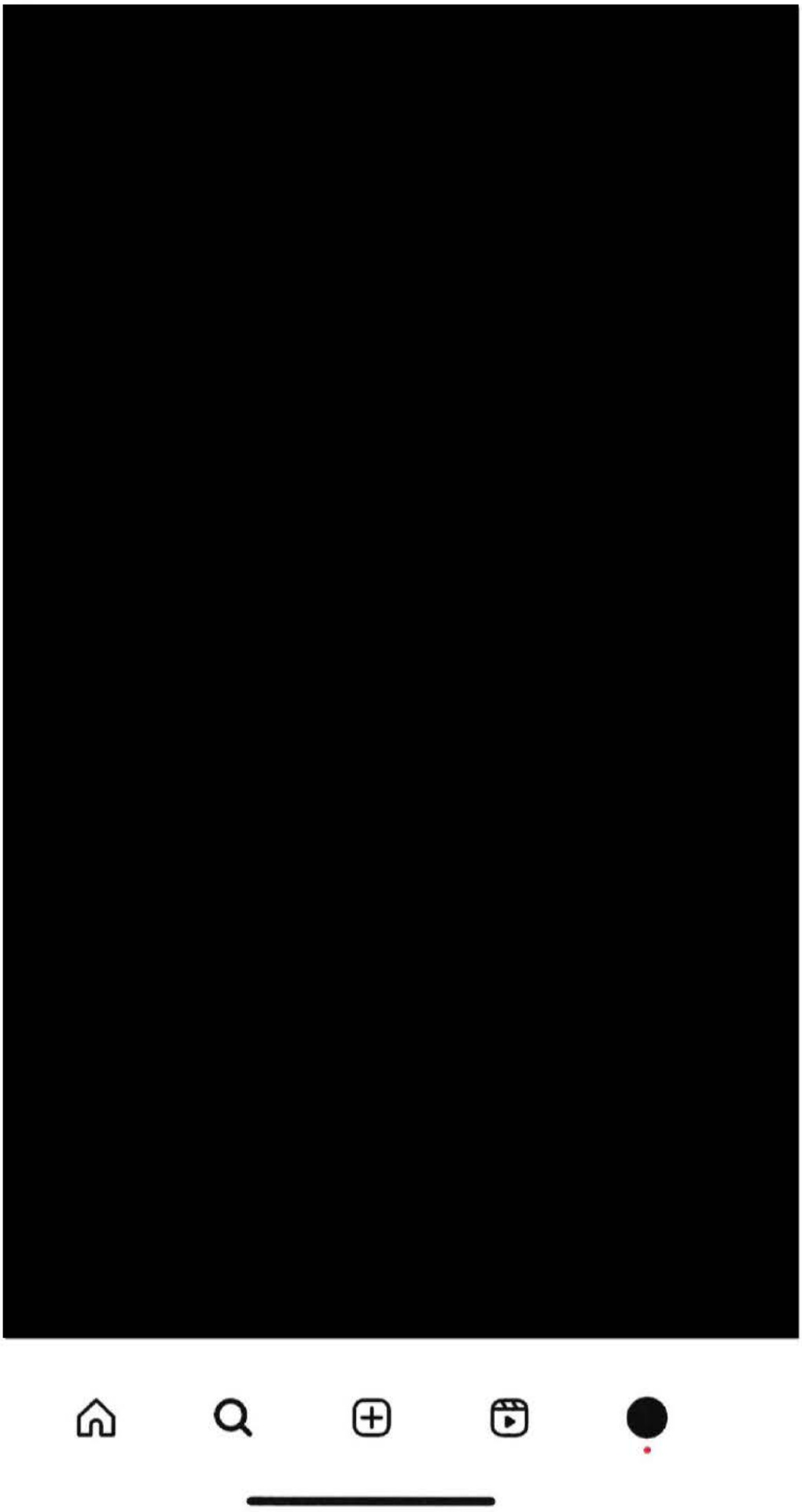
Date 01/24/25

Churchill Downs Incorporated reserves the right to modify this Policy at any time.

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

From: Melissa Brooks
To: Calder Security & Surveillance Team; CALDERCASHOPS; Calder_RevenueAudit; Martha Torres; Maria Pimentel; Sonilla Espina; Erick Sanchez; Ralph Brandt; Scott Burnett; Iliana Velazquez; Richard Sukhu; Rachel Stelbito; Crystal Watkins
Cc: Kit Miller; Pedro Polanco; Tyrell Smith; Raul Suau; Jan Campbell; Dennis Chen; Tatiana Santos; Traci Skeen; Nicolette Rogers; jeffrey.spokony@flgaming.gov; Anjanet Hankins; Brian MacArthur (CDI)
Subject: Updated Exclusions-Evictions List W.E. 08-25-2025
Date: Monday, August 25, 2025 7:42:20 AM
Attachments: Updated Exclusions-Evictions List 08-25-2025.xlsx

---

Good morning,

Attached is our updated Exclusions-Evictions List.

-

Updates for Week Ending 08-25-2025

Self-Exclusions: 1

8/23/2025	Calder	Saavedra	Dorna	[redacted]	1043 NE 207th Ter.	Miami	FL	33179	F	H	5'2	139	Average	Brown	Brown	Lifetime	Self-Exclusion	SEC-2025-08-23693	495492

Underage: None

Card Room: None

Lifetime: None

Reinstatements: None

Employee: 1

8/21/2025	Calder	Tug	June	[redacted]	121 NW 187th Ave	Pembroke Pines	FL	33029	F	A	Slender	Black	Brown	Lifetime	Undesirable Behavior	BEC-23686-2025-08-20	502012

Thank you,

Melissa B.

CALDER CASINO
BIGGER. BETTER. CALDER.

MELISSA BROOKS
Risk & Communications Manager
21001 NW 27th Avenue I Miami Gardens, FL 33056
Office: (305) 625-1311 ext 3285
Melissa.Brooks@CalderCasino.com

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Domain **10 - Division of Pari-Mutuel Wagering** Logged in as: **tsloan**

Licensee
History
Notes
Notes History
Back

License

Fed Tax #	[redacted]	Lic Type	**1055 - Slot/Cardroom/Pari-Mutuel Indiv Combo**	Expires On	**06/30/2027**
File #	**13344**	Name	**TUG, JUNE MUWEL**	Extended To	
License #	**14218750**	Rank	**SCPL - Slot/Cardroom/Pari-Mutuel Indiv Combo**	Renewed On	
Entity #	**14218750**	Lic Status	**Current**		

Address

Street # **121** Street **NW 187TH AVE**

Line 2

Line 3

City **PEMBROKE PINES** State **FL** Zip **33029**

Routing

Other

1st License Date	**12/10/2024**	Rank Date	**12/10/2024**	Certificate #	
Method	**I-S-1020**	Status Date	**12/10/2024**	Certificate Date	
Fee Exempt	**No**	Birth Date	[redacted]	Renewal Sent	

Select

Action

Modifiers

Type	Modifier	Effective Date	Additional Info
C	SVOP - Surveill Oper	12/10/2024	
F	LIVE - Live Scan Fee Exemption	12/10/2024	
I	JLAI - Jai-Alai	12/10/2024	
L	285 - Calder	12/10/2024	

Get Adobe Reader.

EXHIBIT 4
PAGE 1

10. Discussion of Rulemaking

Notice of Proposed Rule

FLORIDA GAMING CONTROL COMMISSION

RULE NO.: RULE TITLE:

75-14.001: General Definitions

75-14.022: Slot Machine, Slot Machine Components, and Progressive System Requirements

75-14.039: Credit Redemption, Meter, Cancel Credit, and Taxation Reporting Limits

75-14.042: Accounting and Occurrence Meter Specifications

75-14.047: Facility Based Monitoring System and Computer Diagnostics

75-14.048: Facility Based Monitoring System Required Reports

75-14.075: Jackpot Payouts Not Paid Directly From the Slot Machine

75-14.076: Player Tracking System

75-14.081: Monthly Remittance Reports

PURPOSE AND EFFECT: The purpose and effect of this proposed rulemaking is to update the slot machine jackpot payout requirements, update forms, update the Commission's physical and website address, correct typographical errors, and change all references from division to commission to reflect the type two transfer required by chapter 2021-269, Laws of Florida.

SUMMARY: The proposed rulemaking amends Commission rules to update the requirements for slot machine jackpot payouts, update forms, update the Commission's physical and website address, correct typographical errors, and change all references from division to commission to reflect the type two transfer required by chapter 2021-269, Laws of Florida.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of $200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the Agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: Based on the nature of the amendments to the rules, the Commission determined that the proposed rules are not expected to have any adverse impact on small business or increase regulatory costs that exceed the criteria in section 120.542(1) F.S., and that the proposed rules will not require legislative ratification.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 16.712(2)(a), 550.0251(2), 551.103(1), 551.122, FS.

LAW IMPLEMENTED: 16.712(1)(a), 550.0251(2), 551.103(1)(a), (b), (c), (d), (e), (g), (h), (i), 551.104(4), 551.106(3), 551.121(5), FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Shireen Anbardan, Chief Attorney, Florida Gaming Control Commission, 4070 Esplanade Way, Suite 250, Tallahassee, Florida 32399. Tel: (850)794-8079. Email: Shireen.Anbardan@flgaming.gov.

THE FULL TEXT OF THE PROPOSED RULE IS:

75-14.001 General Definitions.

The following words and terms, when used in these rules, shall have the following meanings unless the context clearly indicates otherwise:

(1) through (8) No change.

(9) "Facility Based Monitoring System" means a central site computer system that shall be accessible by the commission ~~division~~ and FDLE to which all slot machines at a gaming facility communicate for the purpose of

auditing capacity, real-time information retrieval of the details of any financial event that occurs in the operation of a slot machine facility, door openings and closings, power failure, and disabling of slot machines.

(10) through (12) No change.

(13) "Hand pay" or "hand-paid" or "handpay" means the manual payment of a jackpot by a licensed employee of the slot machine licensee that is not paid as a result of a canceled, unpaid credit.

(14) ~~(13)~~ "Jackpot" means any money, merchandise, or thing of value to be paid to a patron as the result of a specific combination(s) of characters displayed on a slot machine equal to or exceeding the tax reporting threshold ~~that the slot machine is not capable to automatically pay out~~.

(14) and (15) renumbered as (15) and (16) No change.

(17) ~~(16)~~ "Program Storage Media" includes hard drives, card flash, universal serial bus (USB) ~~USB~~, single in-line memory module (SIMM) ~~SIMM~~ cards, serial advanced technology attachments (SATA) ~~SATA~~, and EPROMs.

(17) through (19) renumbered as (18) through (20) No change.

(21) "Tax Reporting Threshold" means the tax reporting threshold established pursuant to 26 U.S. Code § 6041(a) as $2,000 beginning January 1, 2026, and adjusted for inflation as set forth in 26 U.S. Code § 6041(h) thereafter.

(20) renumbered as (22) No change.

(23) "Transfer to Credit" means the electronic payment of a patron's jackpot winnings between the tax reporting threshold and $9,999.99 by transferring the patron's winnings to the slot machine's credit meter.

(21) and (22) renumbered as (24) and (25) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(a), (b), (d), (e), (g), (i), 551.104(4), (6), 551.121(5), (6) FS. History–New 6-25-06, Amended 12-6-06, 5-30-17, Formerly 61D-14.001, Amended_____.

75-14.022 Slot Machine, Slot Machine Components, and Progressive System Requirements.

(1) through (14) No change.

(15) The slot machine shall enter a lock-up condition if:

(a) The sum of the award from the single play of a game is equal to or greater than the tax threshold referenced in paragraph 75-14.048(2)(b), F.A.C.~~, at which time a manual jackpot payment shall be made pursuant to Rule 75-14.075, F.A.C.~~;

(b) through (c) No change.

(16) The lock-up condition shall require an attendant to:

(a) Complete any required hand pay ~~manual~~ jackpot payment required by Rule 75-14.075, F.A.C. ~~consistent with Chapter 75-14, F.A.C.~~; or

(17) through (19) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (h), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (h), (i) FS. History–New 7-30-06, Amended 8-14-11, 9-26-13, 5-30-17, Formerly 61D-14.022, Amended 8-5-25, 2-3-26,_____.

75-14.039 Credit Redemption~~,~~ and Credit Meter~~, Cancel Credit, and Taxation Reporting Limits~~.

(1) A patron shall have the option to collect any of their remaining credits from the slot machine by the patron ~~player~~ pressing the 'CASH OUT' button at any time other than during a time when:

(a) through (f) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), 551.121(6) FS. History–New 7-5-06, Formerly 61D-14.039, Amended_____.

75-14.042 Accounting and Occurrence Meter Specifications.

(1) No change.

(2) The required electronic accounting meters are as follows:

(a) through (b) no change.

(c) For transfer to credit meter events, the jackpot amount must be incremented to the credit out meter, and the credit out meter must reflect the cumulative amounts transferred to such meter.

(c) renumbered as (d), otherwise no change.

(e) ~~(d)~~ The hand pay ~~handpays~~ meter shall reflect the cumulative amounts paid by an attendant;

(e) through (f) renumbered as (f) through (g), otherwise no change.

(3) through (6) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), 551.121(6) FS. History–New 7-30-06, Amended 6-21-10, 7-14-11, 9-12-12, Formerly 61D-14.042, Amended _____.

75-14.047 Facility Based Monitoring System and Computer Diagnostics.

(1) No change.

(2) The FBMS shall:

(a) No change.

(b) Not permit a configuration setting change that causes an obstruction or interruption to the electronic accounting meters, affects ~~affect~~ the integrity of the slot machine, or communicates ~~communications~~ without a RAM clear as provided in subsection 75-14.044(11), F.A.C.

(3) through (6) No change.

(7) The FBMS shall create an audit log for any alterations of any accounting or event log information. The audit log must include at least:

(a) No change.

(b) The value of the data element:

1. No change.

2. After data alteration.

a. renumbered as (c) No change.

b. renumbered as (d) No change.

(8) No change.

(9) The data contained in the FBMS shall be backed-up daily on removable computer storage media. The back-up data records shall be sufficient to reconstruct the entire day's activity.

(a) No change.

(b) The slot machine licensee shall provide the contact information, address, and telephone number of each off-site storage location to the commission ~~division~~ when:

1. through 2. No change.

(c) No change.

(10) No change.

(11) The FBMS shall:

(a) through (f) No change.

(g) Annually test data recovery and reload procedures, and report such results to the commission ~~division~~.

(12) No change.

(13) The FBMS shall collect and store the following information from each slot machine:

(a) through (d) No change.

(e) Total value of transfers to credit payments of jackpots;

(e) through (l) renumbered as (f) through (m), otherwise no change.

(14) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (i), 551.104(4)(f), (g) FS. History–New 8-13-06, Amended 6-21-10, 8-14-11, 5-30-17, Formerly 61D-14.047, Amended _____.

75-14.048 Facility Based Monitoring System Required Reports.

(1) Reports shall be generated on daily, weekly, monthly, and yearly periods. A life to date report shall also be generated yearly from stored database information. These reports at minimum shall consist of the following:

(a) through (d) No change.

(e) Event log of errors referenced in subsection 75-14.044(13)~~(11)~~, F.A.C., and hand pay ~~hand paid~~ and transfer to credit payments of jackpots for each slot machine.

(2) A facility based monitoring system shall capture and record every handpay or transfer to credit message from each slot machine and meet the following requirements:

(a) No change.

(b) Transfer to credit messages must be created for each win;

(b) renumbered as (c) No change.

(d) ~~(c)~~ For a hand pay, an ~~An~~ original jackpot slip shall not be voided without the written authorization of a supervisor; and~~,~~

(e) ~~(d)~~ For a hand pay, the ~~The~~ following information shall be required for all slips generated by the facility based monitoring system:

1. through 4. No change.

5. The lowest value denomination of the game ~~wager that can be made on the game~~,

6. No change.

7. A payout message for every single win event that is equal to or greater than the tax reporting threshold referenced in paragraph (2)(c) ~~(2)(b)~~ above,

8. through 10. No change.

(f) For a transfer to credit payment, the following information shall be recorded by the facility based monitoring system:

1. Transaction ID,

2. Date and time,

3. Slot machine asset number,

4. The lowest value denomination of the game,

5. Amount of jackpot, and

6. Confirmation of patron identity.

(3) through (5) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(d), (e), (g), (i), 551.104(4)(f), 551.121(5), (6) FS. History–New 6-25-06, Amended 8-14-11, Formerly 61D-14.048, Amended 2-3-26,_____.

75-14.075 Jackpot Payouts ~~Not Paid Directly From the Slot Machine~~.

(1) For jackpot winnings between the tax reporting threshold and $9,999.99, a slot machine licensee may allow a patron to transfer his or her jackpot winnings to the slot machine's credit meter only if:

(a) The slot machine licensee describes the transfer to credit requirements in its internal controls, including patron identity verification process;

(b) The patron creates a player account, opts into the transfer to credit program described in Rule 75-14.076, F.A.C., and completes all documents required by the IRS;

(c) The patron verifies the amount of the jackpot and his or her identity before transferring the jackpot payment to the slot machine's credit meter; and

(d) The participating slot machine:

1. Enters lock-up condition when an eligible jackpot occurs and notifies the patron of available payout options;

2. Increments the credit meter displayed to the patron and the credit out meter by the amount of the jackpot transferred;

3. Connects to an FBMS that precludes the duplicate processing of a jackpot transferred to the credit meter of a slot machine and generates a daily report of all transfer to credit jackpot transactions; and

4. Returns to active play status upon completion of the transfer to credit payout.

(2) In the event there is a loss of communication with or a malfunction of the transfer to credit system, the slot machine licensee shall use hand pay jackpot procedures.

(3) For jackpot winnings equal to or greater than $10,000.00, a patron must receive such winnings by hand pay.

(4) ~~(1)~~ A slot machine licensee employee shall complete a manual or system generated jackpot payout slip whenever a patron wins a hand pay jackpot and a system generated jackpot payout slip whenever a patron wins a transfer to credit jackpot ~~that is not automatically paid directly from the slot machine~~.

(2) through (8) renumbered as (5) through (11), otherwise no change.

(12) ~~(9)~~ Prior to payment of a slot jackpot of $25,000 or more, the slot machine licensee shall conduct a verification check of the game. The game verification check shall:

(a) No change.

(b) Confirm the condition of the commission ~~division~~ security tape on the slot machine involved in the jackpot.

1. If the commission ~~division~~ security tape is not broken, the slot machine licensee may complete its payment procedure as outlined in its internal control procedures.

2. If the commission ~~division~~ security tape is found to be broken or tampered with, the slot machine licensee shall notify the surveillance department in order to determine if a RAM clear has recently been performed on the game.

a. No change.

b. If a RAM clear has not been performed, the surveillance department shall provide coverage of the slot machine area involved and retain all surveillance records regarding the designated slot machine, and:

(I) The slot machine licensee shall remove the designated slot machine involved in the jackpot from play, notify the commission ~~division~~ of the jackpot and broken or tampered commission ~~division~~ security tape, and secure the designated slot machine until such time as a commission ~~division~~ representative may make a determination regarding the jackpot,

(II) A commission ~~division~~ representative shall conduct an investigation, including a verification check of game-related storage media using a device that is approved by the commission ~~division~~ for testing slot machines for compliance with Chapter 551, F.S., and Chapter 75-14, F.A.C. If the test results from the verification device reflect that:

(A) through (B) No change.

(10) renumbered as (13), otherwise no change.

(14) ~~(11)~~ When a non-cash prize is offered as a slot machine jackpot or payout for winnings, the slot machine licensee shall:

(a) through (b) No change.

(c) Include all details of each cash/prize jackpot option transaction on Form FGCC PMW-3680, Slot Jackpot Prize/Cash Option Report, [new link], effective XX-XX-XX ~~6/21/10~~, incorporated ~~herein~~ by reference, and may ~~can~~ be obtained at www.flgaming.gov ~~www.fgcc.fl.gov~~ or by contacting the Florida Gaming Control Commission, 4070 Esplanade Way, Suite 250 ~~2601 Blair Stone Road~~, Tallahassee, Florida 32399.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (i), 551.104(4)(f), (g), 551.121(6) FS. History–New 6-25-06, Amended 6-21-10, 9-26-13, 5-30-17, ~~,~~ Formerly 61D-14.075, Amended_____.

75-14.076 Player Tracking System.

(1) Each slot machine licensee that offers the use of an account ~~a card or device~~ to its patrons for tracking player history or for participating in the slot machine licensee's transfer to credit payment program, shall include a description of such ~~this~~ program or system as part of its internal control procedures and submit the internal control procedures to the commission ~~division~~ for approval.

~~(2) Any card or device as referenced in subsection (1), shall only be used for the establishment of a promotional account.~~

(2) A slot machine licensee must not establish an account referenced in subsection (1) for a patron until the patron proves his or her identity by providing an original of one of the following documents:

(a) A current United States of America passport or passport card;

(b) State driver's license or ID card that is compliant with REAL ID;

(c) A current foreign passport that is recognized by the Immigration and Customs Enforcement (ICE) and contains a photograph of the applicant; or

(d) Current identification card issued by the Federal Department of War to persons who serve in the United States military or their dependents containing a photograph, name, date of birth, height, and color of eyes of the applicant.

(3) The internal controls for any transfer to credit payment program must include:

(a) A description of the transfer to credit payment program;

(b) Identification of the program administrator responsible for oversight;

(c) Procedures for establishing, maintaining, suspending, and terminating player accounts;

(d) Patron identity verification procedures, including the documents required by the IRS;

(e) Procedures for the locking or disabling of accounts of individuals excluded from slot machine facilities under Rule 75-14.020, F.A.C.; and

(f) Daily reconciliation procedures for transfer to credit transactions.

(4) ~~(3)~~ Any activity involving an account ~~a card or device~~ referenced in subsection (1)~~,~~ shall be recorded and maintained in a database that shall be available for inspection by the commission ~~division~~ or FDLE upon demand. Information in the database shall be maintained for the time specified in paragraph 75-14.080(3)(b), F.A.C.

(5) ~~(4)~~ Each card or device used ~~issued~~ by ~~to~~ a patron to access an account referenced in subsection (1) must ~~shall~~ require patron authentication prior to such use. Patron authentication shall be, at a minimum, ~~input at least~~ a four digit Personal Identification Number (PIN) or electronic identity verification method, such as biometric or multi-factor authentication (MFA) ~~for use or redemption of promotional items as outlined in subsection (1)~~.

(6) ~~(5)~~ The following errors related to the use of a card or device shall be recorded by the FBMS ~~facility based monitoring system,~~ and a message shall be displayed by the slot machine to the patron:

(a) An invalid PIN or authentication failure. This error shall cause the slot machine to prompt the patron to ~~for~~ re-enter ~~re-entry of~~ the PIN or to re-authenticate his or her identity. However, the slot machine shall not allow more than five (5) attempts to re-enter a PIN or reauthenticate identity ~~number~~ for the account ~~card or device~~;

(b) No change.

(c) Inactive, disabled, or closed account.

Rulemaking Authority 16.712(2)(a), 551.103(1)(b), (d), (e), (g), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(b), (d), (e), (g), 551.104(4)(f), 551.121(6) FS. History–New 1-16-07, Amended 5-30-17, Formerly 61D-14.076, Amended _____.

75-14.081 Monthly Remittance Reports.

(1) Monthly remittance reports documenting the previous month's slot machine gaming activity shall be due in accordance with Section 551.106(3), F.S. Each slot machine license shall file Form FGCC PMW-3660, Slot Operations Monthly Remittance Report, [new link] ~~http://www.flrules.org/Gateway/reference.asp?No=Ref-03162~~, and Form FGCC PMW-3670, Slot Operations Cumulative Monthly Remittance Report, [new link] ~~http://www.flrules.org/Gateway/reference.asp?No=Ref-03163~~, both of which are effective XX-XX-XX ~~9-26-13~~ and incorporated ~~herein~~ by reference. The forms may ~~can~~ be obtained at www.flgaming.gov ~~www.fgcc.fl.gov~~ or by contacting the Florida Gaming Control Commission, 4070 Esplanade Way, Suite 250 ~~2601 Blair Stone Road, Tallahassee~~, Florida 32399.

(2) When reporting credits on Forms FGCC PMW-3660 and 3670:

(a) through (b) No change.

(c) "Hand Pays" shall include all ~~manual~~ hand pays less accumulated credit payouts.

(3) through (5) No change.

(6) Each report to the commission ~~division~~ shall be received or postmarked not later than the required filing date referenced in subsection (1).

Rulemaking Authority 16.712(2)(a) ~~550.0251(2)~~, 551.103(1)(d), (g), 551.122 FS. Law Implemented 16.712(1)(a), 550.0251(2), 551.103(1)(d), (g), 551.106(3) FS. History–New 7-30-06, Amended 9-26-13, Formerly 61D-14.081, Amended _____.

NAME OF PERSON ORIGINATING PROPOSED RULE: Florida Gaming Control Commission
NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: The Commissioners of the Florida Gaming Control Commission
DATE PROPOSED RULE APPROVED BY AGENCY HEAD: August XX, 2026
DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: April 13, 2026

Florida Gaming Control Commission

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSIONER

September, XX, 2026

VIA EMAIL CORRESPONDENCE

Administrative Code and Register Section
Florida Administrative Register

Re: Proposed Rule 75-14.001, .022, .039, .042, .047, .048, .075, .076, .081, F.A.C.

Dear Administrative Code and Register Section:

On April 9, 2026, the commissioners of the Florida Gaming Control Commission ("the Commission") voted to approve the filing of a Notice of Rule Development, and on August XX voted to approve the filing of a Notice of Proposed Rule for Rule 75-2.021, F.A.C, and to move for adoption of the proposed rules. Furthermore, the commissioners authorized Alana Zimmer, Executive Director, to sign all documentation necessary for the adoption of these proposed rules. Pursuant to section 16.71, Florida Statutes, the commissioners are the agency head of the Commission.

Attached, please find a certified copy of the above-referenced proposed rules, including the legal citations and history notes, which are being filed with your office for final adoption. Additionally, pursuant to section 120.54, Florida Statutes, and Rule 1-1.010, F.A.C., I have included the following:

1. The signed rule certification;
2. The signed minor rule violation certification;
3. The coded text of the proposed rules;
4. A summary of the proposed rules;
5. A detailed written statement of the facts and circumstances justifying the proposed rules;
6. The email approval confirmation from the Administrative Code and Register staff with the certification of materials incorporated by reference;
7. A summary of any hearing held on the proposed rules; and
8. A certification from the Joint Administrative Procedures Committee.

Thank you for your assistance in this matter. If you have any questions, please contact me at (850) 794-8079 or Shireen.Anbardan@flgaming.gov.

Sincerely,

_____
Shireen Anbardan, Chief Attorney
Office of the General Counsel
Florida Gaming Control Commission

DRAFT

75-14.001 General Definitions.

The following words and terms, when used in these rules, shall have the following meanings unless the context clearly indicates otherwise:

(1) through (8) No change.

(9) "Facility Based Monitoring System" means a central site computer system that shall be accessible by the commission ~~division~~ and FDLE to which all slot machines at a gaming facility communicate for the purpose of auditing capacity, real-time information retrieval of the details of any financial event that occurs in the operation of a slot machine facility, door openings and closings, power failure, and disabling of slot machines.

(10) through (12) No change.

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(14) ~~(13)~~ "Jackpot" means any money, merchandise, or thing of value to be paid to a patron as the result of a specific combination(s) of characters displayed on a slot machine equal to or exceeding the tax reporting threshold ~~that the slot machine is not capable to automatically pay out~~.

(14) and (15) renumbered as (15) and (16) No change.

(17) ~~(16)~~ "Program Storage Media" includes hard drives, card flash, universal serial bus (USB) ~~USB~~, single in-line memory module (SIMM) ~~SIMM~~ cards, serial advanced technology attachments (SATA) ~~SATA~~, and EPROMs.

(17) through (19) renumbered as (18) through (20) No change.

(21) "Tax Reporting Threshold" means the tax reporting threshold established pursuant to 26 U.S. Code § 6041(a) as $2,000 beginning January 1, 2026, and adjusted for inflation as set forth in 26 U.S. Code § 6041(h) thereafter.

(20) renumbered as (22) No change.

(23) "Transfer to Credit" means the electronic payment of a patron's jackpot winnings between the tax reporting threshold and $9,999.99 by transferring the patron's winnings to the slot machine's credit meter.

(21) and (22) renumbered as (24) and (25) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(a), (b), (d), (e), (g), (i), 551.104(4), (6), 551.121(5), (6) FS. History–New 6-25-06, Amended 12-6-06, 5-30-17, Formerly 61D-14.001, Amended _____.

75-14.022 Slot Machine, Slot Machine Components, and Progressive System Requirements.

(1) through (14) No change.

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(a) The sum of the award from the single play of a game is equal to or greater than the tax threshold referenced in paragraph 75-14.048(2)(b), F.A.C.~~, at which time a manual jackpot payment shall be made pursuant to Rule 75-14.075, F.A.C.~~;

(b) through (c) No change.

(16) The lock-up condition shall require an attendant to:

(a) Complete any required hand pay ~~manual~~ jackpot payment required by Rule 75-14.075, F.A.C. ~~consistent with Chapter 75-14, F.A.C.~~; or

(17) through (19) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (h), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (h), (i) FS. History–New 7-30-06, Amended 8-14-11, 9-26-13, 5-30-17, Formerly 61D-14.022, Amended 8-5-25, 2-3-26,_____.

75-14.039 Credit Redemption~~,~~ and Credit Meter~~, Cancel Credit, and Taxation Reporting Limits~~.

(1) A patron shall have the option to collect any of their remaining credits from the slot machine by the patron ~~player~~ pressing the 'CASH OUT' button at any time other than during a time when:

(a) through (f) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), 551.121(6) FS. History–New 7-5-06, Formerly 61D-14.039, Amended _____.

75-14.042 Accounting and Occurrence Meter Specifications.

(1) No change.

(2) The required electronic accounting meters are as follows:

(a) through (b) no change.

(c) For transfer to credit meter events, the jackpot amount must be incremented to the credit out meter, and the credit out meter must reflect the cumulative amounts transferred to such meter.

(c) renumbered as (d), otherwise no change.

(e) ~~(d)~~ The hand pay ~~handpays~~ meter shall reflect the cumulative amounts paid by an attendant;

(e) through (f) renumbered as (f) through (g), otherwise no change.

(3) through (6) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), 551.121(6) FS. History–New 7-30-06, Amended 6-21-10, 7-14-11, 9-12-12, Formerly 61D-14.042, Amended _____.

75-14.047 Facility Based Monitoring System and Computer Diagnostics.

(1) No change.

(2) The FBMS shall:

(a) No change.

(b) Not permit a configuration setting change that causes an obstruction or interruption to the electronic accounting meters, affects ~~affect~~ the integrity of the slot machine, or communicates ~~communications~~ without a RAM clear as provided in subsection 75-14.044(11), F.A.C.

(3) through (6) No change.

(7) The FBMS shall create an audit log for any alterations of any accounting or event log information. The audit log must include at least:

(a) No change.

(b) The value of the data element:

1. No change.

2. After data alteration.

a. renumbered as (c) No change.

b. renumbered as (d) No change.

(8) No change.

(9) The data contained in the FBMS shall be backed-up daily on removable computer storage media. The back-up data records shall be sufficient to reconstruct the entire day's activity.

(a) No change.

(b) The slot machine licensee shall provide the contact information, address, and telephone number of each off-site storage location to the commission ~~division~~ when:

1. through 2. No change.

(c) No change.

(10) No change.

(11) The FBMS shall:

(a) through (f) No change.

(g) Annually test data recovery and reload procedures, and report such results to the commission ~~division~~.

(12) No change.

(13) The FBMS shall collect and store the following information from each slot machine:

(a) through (d) No change.

(e) Total value of transfers to credit payments of jackpots;

(e) through (l) renumbered as (f) through (m), otherwise no change.

(14) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (i), 551.104(4)(f), (g) FS. History–New 8-13-06, Amended 6-21-10, 8-14-11, 5-30-17, Formerly 61D-14.047, Amended _____.

75-14.048 Facility Based Monitoring System Required Reports.

(1) Reports shall be generated on daily, weekly, monthly, and yearly periods. A life to date report shall also be generated yearly from stored database information. These reports at minimum shall consist of the following:

(a) through (d) No change.

(e) Event log of errors referenced in subsection 75-14.044(13)~~(11)~~, F.A.C., and hand pay ~~hand paid~~ and transfer to credit payments of jackpots for each slot machine.

(2) A facility based monitoring system shall capture and record every handpay or transfer to credit message from each slot machine and meet the following requirements:

(a) No change.

(b) Transfer to credit messages must be created for each win;

(b) renumbered as (c) No change.

(d) ~~(c)~~ For a hand pay, an ~~An~~ original jackpot slip shall not be voided without the written authorization of a supervisor; and~~,~~

(e) ~~(d)~~ For a hand pay, the ~~The~~ following information shall be required for all slips generated by the facility based monitoring system:

1. through 4. No change.

5. The lowest value denomination of the game ~~wager that can be made on the game~~,

6. No change.

7. A payout message for every single win event that is equal to or greater than the tax reporting threshold referenced in paragraph (2)(c) ~~(2)(b)~~ above,

8. through 10. No change.

(f) For a transfer to credit payment, the following information shall be recorded by the facility based monitoring system:

1. Transaction ID,

2. Date and time,

3. Slot machine asset number,

4. The lowest value denomination of the game,

5. Amount of jackpot, and

6. Confirmation of patron identity.

(3) through (5) No change.

Rulemaking Authority 16.712(2)(a), 551.103(1)(d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(d), (e), (g), (i), 551.104(4)(f), 551.121(5), (6) FS. History–New 6-25-06, Amended 8-14-11, Formerly 61D-14.048, Amended 2-3-26,_____.

75-14.075 Jackpot Payouts ~~Not Paid Directly From the Slot Machine~~.

(1) For jackpot winnings between the tax reporting threshold and $9,999.99, a slot machine licensee may allow a patron to transfer his or her jackpot winnings to the slot machine's credit meter only if:

(a) The slot machine licensee describes the transfer to credit requirements in its internal controls, including patron identity verification process;

(b) The patron creates a player account, opts into the transfer to credit program described in Rule 75-14.076, F.A.C., and completes all documents required by the IRS;

(c) The patron verifies the amount of the jackpot and his or her identity before transferring the jackpot payment to the slot machine's credit meter; and

(d) The participating slot machine:

1. Enters lock-up condition when an eligible jackpot occurs and notifies the patron of available payout options;

2. Increments the credit meter displayed to the patron and the credit out meter by the amount of the jackpot transferred;

3. Connects to an FBMS that precludes the duplicate processing of a jackpot transferred to the credit meter of a slot machine and generates a daily report of all transfer to credit jackpot transactions; and

4. Returns to active play status upon completion of the transfer to credit payout.

(2) In the event there is a loss of communication with or a malfunction of the transfer to credit system, the slot machine licensee shall use hand pay jackpot procedures.

(3) For jackpot winnings equal to or greater than $10,000.00, a patron must receive such winnings by hand pay.

(4) ~~(1)~~ A slot machine licensee employee shall complete a manual or system generated jackpot payout slip whenever a patron wins a hand pay jackpot and a system generated jackpot payout slip whenever a patron wins a transfer to credit jackpot ~~that is not automatically paid directly from the slot machine~~.

(2) through (8) renumbered as (5) through (11), otherwise no change.

(12) ~~(9)~~ Prior to payment of a slot jackpot of $25,000 or more, the slot machine licensee shall conduct a verification check of the game. The game verification check shall:

(a) No change.

(b) Confirm the condition of the commission ~~division~~ security tape on the slot machine involved in the jackpot.

1. If the commission ~~division~~ security tape is not broken, the slot machine licensee may complete its payment procedure as outlined in its internal control procedures.

2. If the commission ~~division~~ security tape is found to be broken or tampered with, the slot machine licensee shall notify the surveillance department in order to determine if a RAM clear has recently been performed on the game.

a. No change.

b. If a RAM clear has not been performed, the surveillance department shall provide coverage of the slot machine area involved and retain all surveillance records regarding the designated slot machine, and:

(I) The slot machine licensee shall remove the designated slot machine involved in the jackpot from play, notify the commission ~~division~~ of the jackpot and broken or tampered commission ~~division~~ security tape, and secure the designated slot machine until such time as a commission ~~division~~ representative may make a determination regarding the jackpot,

(II) A commission ~~division~~ representative shall conduct an investigation, including a verification check of game-related storage media using a device that is approved by the commission ~~division~~ for testing slot machines for compliance with Chapter 551, F.S., and Chapter 75-14, F.A.C. If the test results from the verification device reflect that:

(A) through (B) No change.

(10) renumbered as (13), otherwise no change.

(14) ~~(11)~~ When a non-cash prize is offered as a slot machine jackpot or payout for winnings, the slot machine licensee shall:

(a) through (b) No change.

(c) Include all details of each cash/prize jackpot option transaction on Form FGCC PMW-3680, Slot Jackpot Prize/Cash Option Report, [new link], effective XX-XX-XX ~~6/21/10~~, incorporated ~~herein~~ by reference, and may ~~can~~ be obtained at www.flgaming.gov ~~www.fgcc.fl.gov~~ or by contacting the Florida Gaming Control Commission, 4070 Esplanade Way, Suite 250 ~~2601 Blair Stone Road~~, Tallahassee, Florida 32399.

Rulemaking Authority 16.712(2)(a), 551.103(1)(c), (d), (e), (g), (i), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(c), (d), (e), (g), (i), 551.104(4)(f), (g), 551.121(6) FS. History–New 6-25-06, Amended 6-21-10, 9-26-13, 5-30-17, ~~,~~ Formerly 61D-14.075, Amended _____.

75-14.076 Player Tracking System.

(1) Each slot machine licensee that offers the use of an account ~~a card or device~~ to its patrons for tracking player history or for participating in the slot machine licensee's transfer to credit payment program, shall include a description of such ~~this~~ program or system as part of its internal control procedures and submit the internal control procedures to the commission ~~division~~ for approval.

~~(2) Any card or device as referenced in subsection (1), shall only be used for the establishment of a promotional account.~~

(2) A slot machine licensee must not establish an account referenced in subsection (1) for a patron until the patron proves his or her identity by providing an original of one of the following documents:

(a) A current United States of America passport or passport card;

(b) State driver's license or ID card that is compliant with REAL ID;

(c) A current foreign passport that is recognized by the Immigration and Customs Enforcement (ICE) and contains a photograph of the applicant; or

(d) Current identification card issued by the Federal Department of War to persons who serve in the United States military or their dependents containing a photograph, name, date of birth, height, and color of eyes of the applicant.

(3) The internal controls for any transfer to credit payment program must include:

(a) A description of the transfer to credit payment program;

(b) Identification of the program administrator responsible for oversight;

(c) Procedures for establishing, maintaining, suspending, and terminating player accounts;

(d) Patron identity verification procedures, including the documents required by the IRS;

(e) Procedures for the locking or disabling of accounts of individuals excluded from slot machine facilities under Rule 75-14.020, F.A.C.; and

(f) Daily reconciliation procedures for transfer to credit transactions.

(4) ~~(3)~~ Any activity involving an account ~~a card or device~~ referenced in subsection (1)~~,~~ shall be recorded and maintained in a database that shall be available for inspection by the commission ~~division~~ or FDLE upon demand. Information in the database shall be maintained for the time specified in paragraph 75-14.080(3)(b), F.A.C.

(5) ~~(4)~~ Each card or device used ~~issued~~ by ~~to~~ a patron to access an account referenced in subsection (1) must ~~shall~~ require patron authentication prior to such use. Patron authentication shall be, at a minimum, ~~input at least~~ a four digit Personal Identification Number (PIN) or electronic identity verification method, such as biometric or multi-factor authentication (MFA) ~~for use or redemption of promotional items as outlined in subsection (1)~~.

(6) ~~(5)~~ The following errors related to the use of a card or device shall be recorded by the FBMS ~~facility based monitoring system,~~ and a message shall be displayed by the slot machine to the patron:

(a) An invalid PIN or authentication failure. This error shall cause the slot machine to prompt the patron to ~~for~~ re-enter ~~re-entry of~~ the PIN or to re-authenticate his or her identity. However, the slot machine shall not allow more than five (5) attempts to re-enter a PIN or reauthenticate identity ~~number~~ for the account ~~card or device~~;

(b) No change.

(c) Inactive, disabled, or closed account.

Rulemaking Authority 16.712(2)(a), 551.103(1)(b), (d), (e), (g), 551.122 FS. Law Implemented 16.712(1)(a), 551.103(1)(b), (d), (e), (g), 551.104(4)(f), 551.121(6) FS. History–New 1-16-07, Amended 5-30-17, Formerly 61D-14.076, Amended _____.

75-14.081 Monthly Remittance Reports.

(1) Monthly remittance reports documenting the previous month's slot machine gaming activity shall be due in accordance with Section 551.106(3), F.S. Each slot machine license shall file Form FGCC PMW-3660, Slot Operations Monthly Remittance Report, [new link] ~~http://www.flrules.org/Gateway/reference.asp?No=Ref-03162~~, and Form FGCC PMW-3670, Slot Operations Cumulative Monthly Remittance Report, [new link] ~~http://www.flrules.org/Gateway/reference.asp?No=Ref-03163~~, both of which are effective XX-XX-XX ~~9-26-13~~ and incorporated ~~herein~~ by reference. The forms may ~~can~~ be obtained at www.flgaming.gov ~~www.fgcc.fl.gov~~ or by contacting the Florida Gaming Control Commission, 4070 Esplanade Way, Suite 250 ~~2601 Blair Stone Road, Tallahassee~~, Florida 32399.

(2) When reporting credits on Forms FGCC PMW-3660 and 3670:

(a) through (b) No change.

(c) “Hand Pays” shall include all ~~manual~~ hand pays less accumulated credit payouts.

(3) through (5) No change.

(6) Each report to the commission ~~division~~ shall be received or postmarked not later than the required filing date referenced in subsection (1).

Rulemaking Authority 16.712(2)(a) ~~550.0251(2)~~, 551.103(1)(d), (g), 551.122 FS. Law Implemented 16.712(1)(a), 550.0251(2), 551.103(1)(d), (g), 551.106(3) FS. History–New 7-30-06, Amended 9-26-13, Formerly 61D-14.081, Amended _____.

CERTIFICATION OF FLORIDA GAMING CONROL COMMISSION

ADMINISTRATIVE RULES FILED WITH THE DEPARTMENT OF STATE

I hereby certify:

[X] (1) That all statutory rulemaking requirements of Chapter 120, F.S., and all rulemaking requirements of the Department of State have been complied with; and

[X] (2) That there is no administrative determination under Section 120.56(2), F.S., pending on any rule covered by this certification; and

[X] (3) All rules covered by this certification are filed within the prescribed time limitations of Section 120.54(3)(e), F.S. They are filed not less than 28 days after the notice required by Section 120.54(3)(a), F.S.; and

[X] (a) Are filed not more than 90 days after the notice; or

[ ] (b) Are filed more than 90 days after the notice, but not more than 60 days after the administrative law judge files the final order with the clerk or until 60 days after subsequent judicial review is complete; or

[ ] (c) Are filed more than 90 days after the notice, but not less than 21 days nor more than 45 days from the date of publication of the notice of change; or

[ ] (d) Are filed more than 90 days after the notice, but not less than 14 nor more than 45 days after the adjournment of the final public hearing on the rule; or

[ ] (e) Are filed more than 90 days after the notice, but within 21 days after the date of receipt of all material authorized to be submitted at the hearing; or

[ ] (f) Are filed more than 90 days after the notice, but within 21 days after the date the transcript was received by this agency; or

[ ] (g) Are filed not more than 90 days after the notice, not including days the adoption of the rule was postponed following notification from the Joint Administrative Procedures Committee that an objection to the rule was being considered; or

[ ] (h) Are filed more than 90 days after the notice, but within 21 days after a good faith written proposal for a lower cost regulatory alternative to a proposed rule is submitted which substantially accomplishes the objectives of the law being implemented; or

[ ] (i) Are filed more than 90 days after the notice, but within 21 days after a regulatory alternative is offered by the

ombudsman in the Executive Office of the Governor.

The rules are hereby adopted by the undersigned agency by and upon their filing with the Department of State.

Rule No.

75-14.001	General Definitions
75-14.022	Slot Machine, Slot Machine Components, and Progressive System Requirements
75-14.039	Credit Redemption, Meter, Cancel Credit, and Taxation Reporting Limits
75-14.042	Accounting and Occurrence Meter Specifications
75-14.047	Facility Based Monitoring System and Computer Diagnostics
75-14.048	Facility Based Monitoring System Required Reports
75-14.075	Jackpot Payouts Not Paid Directly From the Slot Machine
75-14.076	Player Tracking System
75-14.081	Monthly Remittance Reports

Under the provision of Section 120.54(3)(e)6., F.S., the rules take effect 20 days from the date filed with the Department of State or a later date as set out below:

Effective Date: _____

(month) (day) (year)

_____
Alana Zimmer

Executive Director
_____
Title

10 pages
_____
Number of Pages Certified

CERTIFICATION OF DEPARTMENT OF STATE

DESIGNATION OF RULE THE VIOLATION OF WHICH IS A MINOR VIOLATION

Pursuant to Section 120.695(2)(c)3, Florida Statutes, I certify as agency head, as defined by section 20.05(1)(b), Florida Statutes, that:

[X] All rules covered by this certification are not rules the violation of which would be minor violation pursuant to Section 120.695, F.S.

[ ] The following parts of the rules covered by this certification have been designated as rules the violation of which would be a minor violation pursuant to Section 120.695, F.S.:

Rule No(s).

Rules covered by this certification:

Rule No.	
75-14.001	General Definitions
75-14.022	Slot Machine, Slot Machine Components, and Progressive System Requirements
75-14.039	Credit Redemption, Meter, Cancel Credit, and Taxation Reporting Limits
75-14.042	Accounting and Occurrence Meter Specifications
75-14.047	Facility Based Monitoring System and Computer Diagnostics
75-14.048	Facility Based Monitoring System Required Reports
75-14.075	Jackpot Payouts Not Paid Directly From the Slot Machine
75-14.076	Player Tracking System
75-14.081	Monthly Remittance Reports

_____
Signature of Agency Head

_____
Title

CERTIFICATION OF MATERIALS INCORPORATED

BY REFERENCE IN RULES FILED WITH THE DEPARTMENT OF STATE

I hereby certify pursuant to Rule 1-1.013, Florida Administrative Code, that materials incorporated by reference in Rules 75-14.075 and 75-14.081 have been:

[X] (1) Filed through the Department of State's e-rulemaking website at www.flrules.org.

[ ] (2) That because there would be a violation of federal copyright laws if the submitting agency filed the incorporated materials as described in option (1) above, a true and complete copy of the incorporated materials has been provided to the Department of State as outlined in paragraph 1-1.013(5)(c), F.A.C. Copies of the incorporated materials below may be obtained at the agency by [include address(es)/location(s)].

List form number(s) and form title(s), or title of document(s) below:

FGCC PMW-3660 Slot Operations Monthly Remittance Report

FGCC PMW-3670 Slot Operations Cumulative Monthly Remittance Report

FGCC PMW-3680 Slot Jackpot Prize/Cash Option Report

Under the provisions of Section 120.54(3)(e)6., F.S., the attached material(s) take effect 20 days from the date filed with the Department of State, or a later date as specified in the rule.

_____

Signature, Person Authorized to Certify Rules

_____

Title

State of Florida
Florida Gaming Control Commission ~~Department of Business and Professional Regulation~~
Division of Pari-Mutuel Wagering

www.flgaming.gov ~~myfloridalicense.com~~

Pursuant to s. 550.105(4), Florida Statutes, it is unlawful to take part in or officiate in any way at any pari-mutuel facility without first having secured a license and paid the occupational license fee.

DATE: _____ **FACILITY**: _____

STABLE ~~OR KENNEL~~ NAME: _____

STABLE ~~OR KENNEL~~ OCCUPATIONAL LICENSE #: _____

ADDRESS: _____

STABLE ~~OR KENNEL~~ OWNER: _____ **OWNER LICENSE #** _____

POST COPY AT STABLE ~~/ KENNEL~~

EMPLOYEE NAME	POSITION	LICENSE NO.
	TRAINER OF RECORD	
	ASSISTANT TRAINER	
	ASSISTANT TRAINER	
	ASSISTANT TRAINER	
	STABLE ~~/ KENNEL~~ HELPER	
	STABLE ~~/ KENNEL~~ HELPER	
	STABLE ~~/ KENNEL~~ HELPER	
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	STABLE ~~/ KENNEL~~ HELPER	
	STABLE ~~/ KENNEL~~ HELPER	
	STABLE ~~/ KENNEL~~ HELPER	

White Copy – Facility Racing Secretary
Pink Copy - State Office Chief Inspector

_____
Trainer of Record's Signature

FGCC PMW-3670 - Slot Operations Cumulative Monthly Remittance Report

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION
DIVISION OF PARI-MUTUEL WAGERING

www.flgaming.gov ~~www.fgcc.fl.gov~~

Licensee_____ Year _____

Month	(1) Total Credits Played Dollar Value	(2) Total Credits Out Dollar Value	(3) Total Hand Pay Dollar Value	(4) Non-Redeemable Credits Dollar Value	(5) Winnings Withheld	(6) 30 Days Unclaimed Tickets & Vouchers	(7) Slot Machine Revenue Column (1)-(2)-(3) -(4)+(5)+(6)	(8) Total Revenue Due State Column (7) x Tax Rate %
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
June								
Year to Date Total								

By signing/typing your name you represent the permitholder for which the report is being made, being duly sworn and deposed, say that this report, including enclosed pages have been examined by you and are to the best of your knowledge and belief a complete report made In good faith for the taxes due to the State of Florida, pursuant to Florida Statutes.

_____ Signature and Date

_____ Name and Title (Please Print)

STATE OF FLORIDA
FLORIDA GAMING CONTROL COMMISSION DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION DIVISION OF PARI-MUTUEL WAGERING
www.flgaming.gov ~~www.myfloridalicense.com~~

Licensee_____ Month_____ Year_____

Date	Slot Machine Asset Number	Prize Offered	Cash Option	Actual Cost	Option Accepted
TOTALS					

_____ NAME (Please Print)

_____ TITLE (Please Print)

_____ SIGNATURE

JULIE I. BROWN, CHAIR
TINA REPP, VICE CHAIR
JOHN D'AQUILA, COMMISSIONER
WILLIAM SPICOLA, COMMISSIONER
PETER CUDERMAN, COMMISSION

September XX, 2026

VIA EMAIL CORRESPONDENCE

Ms. Marjorie Holladay, Chief Attorney
The Florida Legislature
Joint Administrative Procedures Committee

Re: Proposed Rules 75-14. 001, .022, .039, .042, .047, .048, .075, .076, .081, F.A.C.

Dear Ms. Holladay:

Pursuant to section 120.54(3)(e), Florida Statues, this is a request for certification of proposed Rules 75-14. 001, .022, .039, .042, .047, .048, .075, .076, .081, F.A.C., by the Joint Administrative Procedures Committee so that the proposed rules may be filed for adoption with the Department of State on September XX, 2026.

On August XX, 2026, at a duly noticed public meeting, the commissioners of the Florida Gaming Control Commission (the "Commission") voted _____ to approve the above-referenced proposed rules. Furthermore, the commissioners authorized Alana Zimmer, Executive Director, to sign all documentation necessary for the adoption of these proposed rules.

The text of the above-referenced rules was originally published in the Vol. 52, No. XXX, August XX, 2026 edition of the *Florida Administrative Register*. No changes have been made to the language therein.

If you require any additional information, please contact me at (850) 794-8079.

Sincerely,

_____
Shireen Anbardan, Chief Attorney
Office of the General Counsel
Florida Gaming Control Commission

DRAFT

FLORIDA GAMING CONTROL COMMISSION

RULE NO.:	RULE TITLE:
75-14.001	General Definitions
75-14.022	Slot Machine, Slot Machine Components, and Progressive System Requirements
75-14.039	Credit Redemption, Meter, Cancel Credit, and Taxation Reporting Limits
75-14.042	Accounting and Occurrence Meter Specifications
75-14.047	Facility Based Monitoring System and Computer Diagnostics
75-14.048	Facility Based Monitoring System Required Reports
75-14.075	Jackpot Payouts Not Paid Directly From the Slot Machine
75-14.076	Player Tracking System
75-14.081	Monthly Remittance Reports

SUMMARY OF THE PROPOSED RULE:

The proposed rulemaking amends Commission rules to update the slot machine jackpot payout requirements, update forms, update the Commission's physical and website address, correct typographical errors, and change all references from division to commission to reflect the type two transfer required by chapter 2021-269, Laws of Florida.

STATEMENT OF FACTS AND CIRCUMSTANCES:

The proposed rulemaking will update Commission rules to modernize the slot machine jackpot payout provisions, reflect changes to the law, including changes made by chapter 2021-269, Laws of Florida, and update the Commission's physical and website address.

SUMMARY OF HEARINGS HELD ON THE PROPOSED RULE:

No timely request for a hearing was received by the agency, and no hearing was held.